



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, May 10, 2022 at 6:30 PM

AGENDA

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

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

CITY COUNCIL CONFERENCE MINUTES OF AUGUST 24, 2021

CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 4, 2022

CITY COUNCIL MINUTES OF MARCH 22, 2022

NORMAN UTILITIES AUTHORITY MINUTES OF MARCH 22, 2022

NORMAN MUNICIPAL AUTHORITY MINUTES OF MARCH 22, 2022

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MARCH 22, 2022

AWARDS AND PRESENTATIONS

- [2.](#) RECOGNITION OF THE 2021-2022 NORMAN YOUTH COUNCIL

PROCLAMATIONS

- [3.](#) CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P2122-32: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, MAY 21, 2022, AS KIDS TO PARKS DAY IN THE CITY OF NORMAN.
- [4.](#) CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-36: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH IN THE CITY OF NORMAN, OKLAHOMA.
- [5.](#) CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-37: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS JEWISH AMERICAN HERITAGE MONTH IN THE CITY OF NORMAN, OKLAHOMA.
- [6.](#) CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P212238: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, MAY 15, 2022, AS PEACE OFFICERS MEMORIAL DAY AND THE WEEK OF MAY 15 THROUGH MAY 21, 2022, AS NATIONAL POLICE WEEK IN THE CITY OF NORMAN.
- [7.](#) CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-41: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 1 THROUGH MAY 7, 2022, AS INTERNATIONAL COMPOSTING AWARENESS WEEK IN THE CITY OF NORMAN.
- [8.](#) CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-42: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA,

PROCLAIMING THE MONTH OF MAY, 2022, AS BIKE MONTH AND FRIDAY, MAY 20, 2022, AS BIKE-TO-WORK DAY IN THE CITY OF NORMAN.

9. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-43: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 9 THROUGH MAY 13, 2022, AS ECONOMIC DEVELOPMENT WEEK IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 10 through Item 22 be placed on the consent docket.

First Reading Ordinance

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-41 UPON FIRST READING BY TITLE AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTH OF 1700 NORTH PORTER AVENUE)

11. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2122-45 UPON READING BY TITLE:: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTION 1 OF THE CHARTER OF THE CITY OF NORMAN BY INCREASING THE STIPEND RECEIVED BY COUNCILMEMBERS AND THE MAYOR AND CREATING A COMPENSATION COMMISSION; AMENDING SECTIONS 2, 5, 6, AND 14 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO INCREASE COUNCILMEMBER TERMS FROM TWO TO THREE YEARS BEGINNING WITH THE 2026 ELECTIONS, CHANGING THE BEGINNING OF THE COUNCILMEMBER AND MAYORAL TERMS TO FOLLOW THE DESIGNATED RUN-OFF ELECTION DATE BEGINNING WITH THE 2025 WARD ELECTIONS AND THE 2028 MAYORAL ELECTION, AND REQUIRING WARD REPRESENTATIVES TO LIVE IN THE WARD SIX MONTHS PRIOR TO SEEKING ELECTION AND PROVIDING EXCEPTIONS WHEN WARD BOUNDARIES CHANGE; AMENDING SECTION 22 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO CLARIFY THAT VACANCIES ON COUNCIL FILLED BY COUNCIL VOTE SHALL BE FILLED FOR THE REMAINDER OF THE TERM IN QUESTION; ADDING ARTICLE V PROVIDING FOR

THE CREATION OF THE OFFICE OF THE CITY AUDITOR, PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY AUDITOR BY CITY COUNCIL, SETTING FOR THE DUTIES OF THE CITY AUDITOR, AND PROVIDING FOR THE RENUMBERING OF SUBSEQUENT ARTICLES; AMENDING SECTION 2 OF ARTICLE VII PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY ATTORNEY BY CITY COUNCIL INSTEAD OF THE CITY MANAGER; AMENDING SECTION 1 OF ARTICLE IX TO INCREASE THE NUMBER OF BOARD MEMBERS ON THE NORMAN REGIONAL HOSPITAL AUTHORITY FROM NINE TO ELEVEN AND ALLOWING A MAXIMUM OF TWO BOARD MEMBERS TO BE APPOINTED FROM OTHER COMMUNITIES; AMENDING SECTIONS 1, 2, 3, 4 AND 5 OF ARTICLE XIII OF THE CHARTER OF THE CITY OF NORMAN TO LIMIT THE TIME OF COMMENCING RECALL PROCEEDINGS, TO MODIFY THE PROCESS TO BE CONSISTENT OKLAHOMA STATE LAW, AND TO ALLOW FOR ADDITIONAL TIME TO REVIEW PETITIONS WHEN MULTIPLE PETITIONS ARE RECEIVED; AMENDING SECTION 2 OF ARTICLE XVI TO ALLOW CITY COUNCIL TO IMPOSE A MAXIMUM THREE PERCENT (3%) INCREASE IN UTILITY RATES ONLY AFTER A RATE STUDY AND A RECOMMENDATION FROM A UTILITY RATE COMMISSION; AND AMENDING SECTIONS 2, 3, 4 AND 5 OF ARTICLE XX MODIFYING DEADLINES AND PROCESS FOR THE REAPPORTIONMENT AD HOC COMMITTEE IN CONSIDERATION OF THE STATE'S TIMELINE FOR MODIFYING PRECINCT BOUNDARIES AND LIMITING COUNCIL'S ACTION ON THE COMMITTEE'S RECOMMENDATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2122-46 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, ON THE 23RD DAY OF AUGUST, 2022, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF NORMAN THE QUESTION OF APPROVING OR REJECTING ORDINANCE O-2122-45, WHICH ORDINANCE AMENDS ARTICLE II, SECTION 1 OF THE CHARTER OF THE CITY OF NORMAN BY INCREASING THE STIPEND RECEIVED BY COUNCILMEMBERS AND THE MAYOR AND CREATING A COMPENSATION COMMISSION; AMENDS SECTIONS 2, 5, 6, AND 14 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO INCREASE COUNCILMEMBER TERMS FROM TWO TO THREE YEARS BEGINNING WITH THE 2026 ELECTIONS, CHANGING THE BEGINNING OF THE COUNCILMEMBER AND MAYORAL TERMS TO FOLLOW THE DESIGNATED RUN-OFF ELECTION DATE BEGINNING WITH THE 2025 WARD ELECTIONS AND THE 2028 MAYORAL ELECTION, AND REQUIRING WARD REPRESENTATIVES TO LIVE IN THE WARD SIX MONTHS PRIOR TO SEEKING ELECTION AND PROVIDING EXCEPTIONS WHEN WARD BOUNDARIES CHANGE; AMENDS SECTION 22 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO CLARIFY THAT VACANCIES ON COUNCIL FILLED BY COUNCIL VOTE SHALL BE FILLED FOR THE REMAINDER OF THE TERM IN QUESTION; ADDS ARTICLE V PROVIDING FOR THE CREATION OF THE OFFICE OF THE CITY AUDITOR, PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY AUDITOR BY CITY COUNCIL, SETTING FOR THE DUTIES OF THE CITY AUDITOR, AND

PROVIDING FOR THE RENUMBERING OF SUBSEQUENT ARTICLES; AMENDS SECTION 2 OF ARTICLE VII PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY ATTORNEY BY CITY COUNCIL INSTEAD OF THE CITY MANAGER; AMENDS SECTION 1 OF ARTICLE IX TO INCREASE THE NUMBER OF BOARD MEMBERS ON THE NORMAN REGIONAL HOSPITAL AUTHORITY FROM NINE TO ELEVEN AND ALLOWING A MAXIMUM OF TWO BOARD MEMBERS TO BE APPOINTED FROM OTHER COMMUNITIES; AMENDS SECTIONS 1, 2, 3, 4 AND 5 OF ARTICLE XIII OF THE CHARTER OF THE CITY OF NORMAN TO LIMIT THE TIME OF COMMENCING RECALL PROCEEDINGS, TO MODIFY THE PROCESS TO BE CONSISTENT OKLAHOMA STATE LAW, AND TO ALLOW FOR ADDITIONAL TIME TO REVIEW PETITIONS WHEN MULTIPLE PETITIONS ARE RECEIVED; AMENDS SECTION 2 OF ARTICLE XVI TO ALLOW CITY COUNCIL TO IMPOSE A MAXIMUM THREE PERCENT (3%) INCREASE IN UTILITY RATES ONLY AFTER A RATE STUDY AND A RECOMMENDATION FROM A UTILITY RATE COMMISSION; AND AMENDS SECTIONS 2, 3, 4 AND 5 OF ARTICLE XX MODIFYING DEADLINES AND PROCESS FOR THE REAPPORTIONMENT AD HOC COMMITTEE IN CONSIDERATION OF THE STATE'S TIMELINE FOR MODIFYING PRECINCT BOUNDARIES AND LIMITING COUNCIL'S ACTION ON THE COMMITTEE'S RECOMMENDATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Reports/Communications

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

Certificate of Survey

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-10: FOR ECHAD WAY ESTATES WITH A VARIANCE IN THE PRIVATE ROAD WIDTH REQUIREMENT FROM 20-FEET TO 12-FEET AND EASEMENT E-2122-61 (LOCATED ONE-HALF MILE EAST OF 84TH AVENUE N.E. ON THE NORTH SIDE OF TECUMSEH ROAD.)

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-12: FOR HALEY ESTATES II AND EASEMENTS E-2122-62, E-2122-63, AND E-2122-64. (LOCATED AT THE NORTHWEST CORNER OF LINDSEY STREET AND 60TH AVENUE SE.)

Contracts

16. CONSIDERATION OF AUTHORIZATION, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EXPENDITURE NO ONE UNDER CONTRACT K-1920-63: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE MCKINNEY PARTNERSHIP ARCHITECTS, P.C. IN THE AMOUNT OF

\$111,475 TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE RENOVATION OF REAL PROPERTY LOCATED AT 320 EAST COMANCHE STREET.

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-3: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RDNJ, L.L.C., D/B/A A-TECH PAVING, DECREASING THE CONTRACT AMOUNT BY \$28,073.69 FOR A REVISED AMOUNT OF \$825,812.30 FOR THE URBAN CONCRETE PROJECT, FYE 2022 LOCATIONS, BID 2, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$41,256.72.

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF BID 2122-54; CONTRACT K-2122-95: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES, INC., IN THE AMOUNT OF \$169,619 FOR THE FLOOD AVENUE SIDEWALK CONSTRUCTION PROJECT FROM GRAY STREET TO DAKOTA STREET, PERFORMANCE BOND B-2122-68, STATUTORY BOND B-2122-69, MAINTENANCE BOND MB-2122-50, AND RESOLUTION R-2122-90 GRANTING TAX-EXEMPT STATUS.

19. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$75,000 FROM THE NATIONAL ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS (NACCHO) TO SUPPORT THE EFFORTS OF THE MEDICAL RESERVE CORPS VOLUNTEER PROGRAM FOR THE FIRE DEPARTMENT IN COLLABORATION WITH THE CLEVELAND COUNTY HEALTH DEPARTMENT, APPROVAL OF CONTRACT K-2122-124; AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-49: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND STANTEC CONSULTING SERVICES, INC., INCREASING THE CONTRACT AMOUNT BY \$302,134.25 FOR A REVISED CONTRACT AMOUNT OF \$576,156.56 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE TRAFFIC MANAGEMENT CENTER AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT

Resolutions

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-115 A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, SUPPORTING THE EXISTING HEARTLAND FLYER RAIL SERVICE AND THE EXPANSION OF AMTRAK PASSENGER RAIL SERVICE IN OKLAHOMA AND KANSAS.

22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-116: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL

AUTHORITY, AND THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$5,700,000 FROM THE GENERAL FUND BALANCE; \$100,000 FROM THE CENTER CITY TAX INCREMENT FINANCE DISTRICT FUND BALANCE; \$1,922,372 FROM THE NORMAN FORWARD FUND BALANCE; TRANSFERRING \$25,000 FROM THE FIRE STATION 1, 2, AND 4 PROJECT; REDUCING APPROPRIATIONS FROM THE NORMAN FORWARD FUND BALANCE BY \$10,290,817, AND REDUCING APPROPRIATIONS FROM THE WATER RECLAMATION FUND BALANCE BY \$3,300,000 IN ORDER TO COMPLETE SEVERAL ONGOING PROJECTS AND TO MOVE SURPLUS FUNDS FROM COMPLETED PROJECTS.

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

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

CITY COUNCIL CONFERENCE MINUTES OF AUGUST 24, 2021

CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 4, 2022

CITY COUNCIL MINUTES OF MARCH 22, 2022

NORMAN UTILITIES AUTHORITY MINUTES OF MARCH 22, 2022

NORMAN MUNICIPAL AUTHORITY MINUTES OF MARCH 22, 2022

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MARCH 22, 2022



CITY OF NORMAN, OK STAFF REPORT

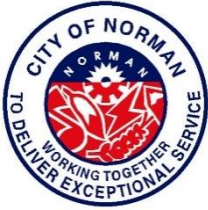
MEETING DATE: 05/10/2022

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL CONFERENCE MINUTES OF AUGUST 24, 2021
CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 4, 2022
CITY COUNCIL MINUTES OF MARCH 22, 2022
NORMAN UTILITIES AUTHORITY MINUTES OF MARCH 22, 2022
NORMAN MUNICIPAL AUTHORITY MINUTES OF MARCH 22, 2022
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MARCH 22, 2022



CITY OF NORMAN, OK CITY COUNCIL CONFERENCE

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, August 24, 2021 at 5:00 PM

MINUTES

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

CALL TO ORDER

PRESENT

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

1. REVIEW OF ARTICLE II, SECTION 2, TO CONSIDER WHETHER THE TERM OF OFFICE FOR COUNCILMEMBERS AND MAYOR SHOULD EXPIRE ON THE LAST TUESDAY OF THE MONTH IN WHICH A RUNOFF ELECTION IS HELD OR SCHEDULED TO BE HELD.

The Charter Review Commission unanimously recommended to change the beginning and end date of terms such that a new term would begin (and the prior term end) on the first Tuesday following certification of the election results for the new term and to move to three year terms for Councilmembers and a four year term for the Mayor. At the Special Session of August 3, 2021, Council rejected the proposal as written to allow for further discussion by Council.

It was the consensus of Council to move forward with the amendment as proposed.

* * *

- 2. REVIEW OF ARTICLE II, SECTION 22, TO CONSIDER ALLOWING THE OUTGOING COUNCILMEMBER CREATING THE VACANCY TO APPOINT HIS OR HER SUCCESSOR, UNLESS SUCH VACANCY HAS BEEN CREATED DUE TO REMOVAL FROM OFFICE AS A RESULT OF PROCEEDINGS BY A COURT OF COMPETENT JURISDICTION, OR WHETHER TO DELETE LANGUAGE ALLOWING COUNCIL TO APPOINT A SUCCESSOR AND INSTEAD REQUIRE A SPECIAL ELECTION TO BE CALLED FOR THE PURPOSE OF FILLING SUCH VACANCY.

The Charter Review Commission unanimously recommended to clarify that Council can either appoint someone to fill a Council vacancy or call a special election. Language also recommended to eliminate confusion about appointments being for the remainder of the term only. At the Special Session of August 3, 2021, Council rejected the proposal as written to allow for further discussion by Council.

Councilmembers were hesitant to put this in the Charter and thought an ordinance or policy might be better. Consensus was not to send this forward as a Charter amendment.

* * *

- 3. ARTICLE XIII, RECALL OF ELECTIVE OFFICERS TO CONSIDER WHETHER THE LANGUAGE SHOULD BE MODIFIED.

The Charter Review Commission unanimously recommended changes to Article XIII to address potential timing conflicts with existing elections, ensuring the Clerk has adequate time to review signed petitions, and incorporating state law where appropriate in light of *In re: Petition to Recall Ward Three City Comm'r Ezzell*, 2021 OK 5. The CRC also recommended to add a publication requirement in advance of any recall election in accordance with State law. At the Special Session of August 3, 2021, Council rejected the proposal as written to allow for additional Council discussion.

Councilmembers Lynn and Tortorello felt like the percentage of signatures should be linked to votes cast at the last election.

Councilmember Holman said he would like to see information from others cities to compare.

Councilmembers Foreman and Studley was not in favor to lower the percentage because it would not be the same in every ward.

Consensus of Council was to provide additional information from other cities to a future study session.

* * *

- 4. ARTICLE XVI, SECTION 2, OF THE CHARTER TO REQUIRE THE CITY COUNCIL TO CONSIDER A RESOLUTION CALLING FOR A VOTE OF THE ELECTORATE TO INCREASE CITY UTILITY RATES UNDER CERTAIN CONDITIONS.

The Charter Review Commission unanimously recommended to require Staff to prepare a rate study for each utility annually and requiring Council to submit a rate increase for one or more utilities at the next Council election, and make provision for situations where an additional rate increase may be needed to meet an unexpected need. At the Special Session of August 3, 2021, Council rejected the proposal as written to allow for additional Council discussion.

Mayor Clark said voter fatigue is real and felt that Council should be able to have a certain percentage of increase with a vote of the people, which still protects the voters from large increases without a vote. Councilmembers discussed a percentage based on CPI or other means. Councilmembers asked for more information from other cities back to Council at a future study session.

* * *

- 5. RESOLUTION AS FOR REVIEW TO CONSIDER ADDING LANGUAGE TO THE CHARTER TO REQUIRE A VOTE OF THE ELECTORATE FOR APPROVAL OF A TAX INCREMENT FINANCE DISTRICT OVER \$5,000,000.

The motion voted on by the CRC was to recommend the electorate vote on all Sales Tax Increment Finance Districts and the vote tied at 5-5. At the Special Session of August 3, 2021, Council rejected the proposal as written to allow for additional Council discussion.

Some Councilmembers supported requiring a vote of six councilmembers to approve a Tax Increment Finance District, but there was not consensus to send this forward as a Charter amendment.

* * *

ADJOURNMENT

The meeting adjourned at 6:16 p.m.

City Clerk

Mayor

CITY COUNCIL STUDY SESSION MINUTES

January 4, 2022

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:30 p.m. in the Norman Central Library Redbud Room, Third Floor, 103 West Acres, on the 4th day of January, 2022, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray and the Norman Central Library located at 103 West Acres, 24 hours prior to the beginning of the meeting.

- PRESENT: Councilmembers Hall, Holman, Lynn, Peacock, Studley, Mayor Clark
- TARDY: Councilmember Tortorello (6:00 p.m.)
- ABSENT: Councilmembers Foreman and Schueler

Item 1, being:

CONTINUED DISCUSSION REGARDING POSSIBLE AMENDMENTS TO THE NORMAN CITY CHARTER.

Ms. Kathryn Walker, City Attorney, said the Charter Review Commission (CRC) was appointed in the summer of 2019, to review specific items as requested by members of City Council. The CRC met monthly, with the exception of several months missed due to the pandemic. A study session was held on August 3, 2021, to present CRC recommendations to Council and to decide whether or not to send each recommendation to voters. Council voted to send five of the recommendations to voters related to term expiration, Council vacancies, utility rates, recall elections, and tax increment financing. Council discussed these five items during a Conference on August 24, 2021, and reached consensus on sending the CRC recommendations' related to term expiration and filling vacant Council position forward to voters and *not* sending Charter amendments related to tax increment financing forward. Further discussion and information was requested for CRC recommendations related to utility rates and recall elections. Although the CRC made no recommendation for changes related to the reapportionment process, the recent test of the language recommended by the 2012 CRC and ultimately by the voters in 2013, has led to some discussion of possible Charter changes related to reapportionment.

Recall Petition

Ms. Walker said consensus was reached among a majority of Council on a majority of the recommendations related to the recall process and Council primarily focused on the number of petition signatures required in order to trigger a recall election. The Charter currently requires a petition bearing the signatures, names and addresses of 25% of the registered voters qualified to vote for the officer whose recall is sought. Some Councilmembers felt the 25% threshold was appropriate while others were concerned the threshold was too high, especially when compared to the historic low voter turnout for municipal elections. Staff was asked to look at other Big 12 cities and cities within Oklahoma to compare signature requirements in other jurisdictions.

Recall Petition, continued:

Recall provisions could not be found in several of these jurisdictions so the comparable cities search was extended to future conference foes within the Southeast Conference.

Ms. Walker highlighted requirements for other cities and said Kansas (state) requires 40% of votes cast in the last general election for which recall is sought; Austin, Texas, requires 10% of qualified voters for office for which recall is sought; College Station, Texas, requires 40% of total number of votes cast at last general election for office for which recall is sought; Waco, Texas, requires 30% of qualified voters for office for which recall is sought; Columbia, Missouri, requires 30% of votes cast at the last regular election for office for which the recall is sought provided there must be at least 200 signatures for each ward and 500 signatures for Mayor; Knoxville, Tennessee, requires 30% of votes cast at the last regular election for office for which recall is sought; Stillwater, Oklahoma, requires 25% of votes cast in last general city election; Edmond, Oklahoma, requires 35% of registered voters at the time of the last election for office being sought for recall and at least 10% must sign the affidavit submitted with the petition; Lawton, Oklahoma, requires 20% of total number of votes for Governor in the last gubernatorial election in the city or ward for which the recall is sought and a written statement must be provided with the petition before circulation that is signed by at least 100 registered voters of the city or ward which recall is sought; Oklahoma City, Oklahoma, requires 35% of the qualified electors of the area for which the incumbent was elected as shown by County registration records at the time the petitions are filed; Moore, Oklahoma, requires 35% of the registered qualified electors who voted in the last general municipal election; and Enid, Oklahoma, required 30% of the votes cast at the last preceding election for the office for which recall is sought.

After further discussion by Council, it was the consensus to leave the percentage the as it is currently stated in the Charter.

Utility Rates

Ms. Walker said the current CRC was asked to consider “adding language to Article XVI, Section 2, of the Charter requiring Council to consider a resolution calling for a vote of the electorate to increase utility rates under certain conditions, i.e., upon finding a financial need after a review of the utility funds and their monetary sources by the Finance Director or upon the recommendation of an independent elected utilities board.” The purpose of the request was to ensure the City went to the voters for needed increases when dictated by financial need. The CRC discussed a desire to create an expectation for annual utility elections while giving Council the flexibility to address the needs of each utility. Ultimately, the CRC recommended language that would require annual rate studies for each of the three utilities. The language would also require Council to submit an annual rate increase, presumably based on the rate study results, at the same election as the regular Council elections.

Council’s discussion regarding utility rates focused on examining ways to preserve the ability of voters to vote on more sizeable rate increases while allowing Council to adopt more modest increases as needed to ensure each utility is able to meet its needs on an annual basis. Previous CRC’s have discussed amending the Charter to empower Council to increase utility rates up to three percent (3%) annually without a vote of the people. Council requested information from other states, namely Lawton, Oklahoma, to determine what triggers a rate increase.

Utility Rates, continued:

Ms. Walker said Lawton adopted a resolution in 2002, giving policy direction to Staff to consider the Consumer Price Index (CPI) in determining whether utility rates should be adjusted. The CPI represents changes in prices of all goods and services purchased for consumption by urban households. User fees, such as water and sewer service, as well as sales and excise taxes paid by the consumer are also included. She said if voters were to approve Charter language allowing Council to impose a maximum rate increase based on the CPI, rate increases adopted by Council would be limited by whatever the CPI is over a specified length of time. Any proposed increase greater than the CPI would still require a vote of the people.

Councilmembers discussed various percentages 3% and lower where Council would have the ability to increase the water rates without a vote of the people

Direction give to Staff was to draft language that provides for an annual increase of no more than 3%, only after presentation of a rate study and recommendation from a new board, the Utility Rate Commission (with ward specific appointments). Council wanted to specify would not take effect until 2023/2024 if water rate election were successful in April.

Reapportionment

Ms. Walker said Article XX of the Charter sets out the reapportionment process. Currently, the Charter requires the Reapportionment Ad Hoc Committee to review and ensure wards are formed “of compact, contiguous territory with boundaries drawn to reflect and respond to communities of common interest, ethnic background, and physical boundaries, to the extent reasonably possible.” State law requires that municipalities review wards and ward boundaries following the Census and change the boundaries or number of wards, if necessary. Wards must essentially be equal in population and a municipality should try to avoid subdividing precincts established by a County Election Board. New precinct boundaries are not established by each County Election Board until the State Legislature has completed the reapportionment process. The Oklahoma Constitution requires the Legislature to accomplish apportionment within 90 legislative days after the convening of the first regular session of the Legislature following each Federal Decennial Census. The Oklahoma Constitution provides for the apportionment of a Bipartisan Commission on Legislative Apportionment of the Legislature fails to act within the prescribed timeline. Under State law, a change in the name, boundaries, or number of wards in a municipality may also be proposed at any time by 1) a resolution of the municipal governing body or 2) an initiative petition filed with the governing body of the municipality.

In 2013, the CRC suggested substantial restructuring of the reapportionment process. First, the CRC suggested the standing Reapportionment Commission, which is made up of members with five year terms, be changed to the Reapportionment Ad Hoc Committee. The Reapportionment Ad Hoc Committee would be appointed and convened when the City proposes to annex or de-annex property, during the last quarter of the calendar year prior to the release of the Census, or upon unanimous recommendation by Council. The CRC also suggested changing the language requiring a mandatory meeting because Reapportionment Commission members had concerns “that changing ward boundaries too frequently results in voter confusion.” The 2013 CRC cited concerns that a City Council initiated reapportionment could become political and was not

Reapportionment, continued:

necessary. The United States Supreme Court has stated that “[D]ecennial reapportionment appears to be a rational approach to readjustment of legislative representation in order to take into account population shifts and growth.”

The CRC also suggested adjusting the deadlines for convening the Committee and providing a resolution to Council so that in case of a proposed annexation or de-annexation, members of the Reapportionment Committee can be appointed within 90 days of adoption of the proposal. For purposes of reviewing the Census, the CRC suggested that members of the Reapportionment Committee be appointed six months prior to the Census year and provide a resolution within 180 days after the appointment of the Committee or after issuance of the Census. The CRC suggested language allowing Council to adopt the resolution without modification, reject the resolution, or adopt the resolution with such modification as Council deems necessary. Previous language only allowed Council to adopt or reject a resolution. City Council unanimously approved the 2013 CRC recommendations on July 17, 2014, and voters later adopted the language into the Charter.

Ms. Walker said since the conclusion of the 2019 CRC considerations, the City has had the opportunity to test the language from the 2014 amendments with the 2020 Census. The 2020 Census was delayed due to the pandemic, which certainly exaggerated some of the effects of the Charter timelines. In a typical year, the Census data would have been released by April 2021, and the Legislature would likely, but not necessarily, have completed the process by the end of the Legislative session in May 2021. After completion, the County Election Board would begin its process of adjusting precinct boundaries.

In researching other cities to determine how reapportionment is approached, Ms. Walker said Oklahoma City has a mandatory duty imposed on Council to redistrict when the Census shows the population in any ward is greater than any other ward and redistricting must be completed within one year of receipt of the Census. The timing in the Oklahoma City approach provides some flexibility to wait for the State to complete its redistricting process and the County to draw new precinct boundaries. Ms. Walker said Tulsa had the opportunity to implement new Charter language with the latest Census and requires that an Election District Commission be appointed no later than July 1, 2021, and every ten years thereafter. The Election District Commission is required to adopt and file an Election District Plan within six months of appointment and after a public hearing; however, Council does not vote on the Plan which becomes effective 30 days after it is filed with the City Clerk provided no judicial challenges are filed. She said this does not address the issue of timing that new election precinct boundaries are known. Lawton appoints a Redistricting Commission very ten years, beginning on July 1st upon receipt of the Census results. The Commission is required to, within a reasonable time, convene and approve a resolution readjusting wards and their boundaries. At least ten days before the adoption of the resolution, the Commission is required to hold a public hearing and once adopted, the Commission files the resolution with the City Clerk and the new boundaries go into effect.

Reapportionment, continued:

Ms. Walker said appointing the Reapportionment Ad Hoc committee months prior to the issuance of data the Committee needs to review can create issues with Committee member availability and result in a Committee that was not appointed by current elected officials. Additionally, the timelines in the Charter do not take into consideration the process the Legislature goes through to apportion districts, which is then followed by the County Election Board's process of drawing precinct lines after the release of Census data. She said, as stated previously, State law requires cities to try to avoid subdividing precincts and the Charter timeline for reapportionment potentially advances the City's process ahead of the State's process even in a normal year, which means the Committee is asked to draw ward boundaries without knowing where the new precinct boundaries are located. Rather than setting timelines based on dates the City expects data to be released, the Legislature to finish its apportionment process, and the Election Board to adjust its precinct boundaries, it may be a better practice to set the City's timelines based on events, such as the release of Census data to the City, issuance of revised precinct boundaries, etc.

Ms. Walker recommended Council appoint the committee within 60 days of release of Census data and tie the committee timeline to Election Board precincts determination.

Items submitted for the record

1. Memorandum dated January 4, 2022, from Kathryn Walker, City Attorney, to City Council

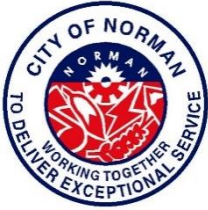
* * * * *

The meeting was adjourned at 7:01 p.m.

ATTEST:

City Clerk

Mayor



CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, March 22, 2022 at 6:30 PM

MINUTES

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

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

CALL TO ORDER

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

ROLL CALL

PRESENT

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

PLEDGE OF ALLEGIANCE

Mayor Clark led the Pledge of Allegiance.

* * * * *

1. REAFFIRMATION OF THE SISTER CITIES DECLARATION WITH CLERMONT-FERRAND FRANCE - MAYOR BREEA CLARK AND MAYOR OLIVIER BIANCHI.

Mayor Breea Clark and Mayor Olivier Bianchi signed a Letter of Reaffirmation of the Sister Cities Declaration with Clermont-Ferrand France. Mayor Clark presented a Key to the City and a gift to Mayor Bianchi.

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APPROVAL OF MINUTES

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

CITY COUNCIL STUDY SESSION MINUTES OF NOVEMBER 16, 2021
 CITY COUNCIL STUDY SESSION MINUTES OF DECEMBER 7, 2021
 CITY COUNCIL CONFERENCE MINUTES OF DECEMBER 14, 2021
 CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 4, 2022
 CITY COUNCIL SPECIAL SESSION MINUTES OF JANUARY 18, 2022
 CITY COUNCIL MINUTES OF FEBRUARY 8, 2022
 NORMAN UTILITIES AUTHORITY MINUTES OF FEBRUARY 8, 2022
 NORMAN MUNICIPAL AUTHORITY MINUTES OF FEBRUARY 8, 2022
 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF FEBRUARY 8, 2022

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

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

Items submitted for the record

1. Staff Report dated March 22, 2022, from Brenda Hall, City Clerk
2. City Council Study Session minutes of November 16, 2021
3. City Council Study Session minutes of December 7, 2021
4. City Council Conference minutes of December 14, 2021
5. City Council Special Session minutes of January 18, 2022
6. City Council minutes of February 8, 2022
7. Norman Utilities Authority minutes of February 8, 2022
8. Norman Municipal Authority minutes of February 8, 2022
9. Norman Tax Increment Finance Authority minutes of February 8, 2022

The Minutes were Approved.

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AWARDS AND PRESENTATIONS

- 3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2122-87: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AWARDING THE INAUGURAL JAMES O. HARP ENVIRONMENTAL RECOGNITION AWARD, IN CONJUNCTION WITH THE NORMAN ENVIRONMENTAL CONTROL ADVISORY BOARD.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Michele Loudenback, Environmental and Sustainability Manager
- 2. Resolution R-2122-87

Participants in discussion

- 1. Ms. Janet Harp accepted the Human Rights Award and thanked the Council

Resolution R-2122-87 was Adopted.

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PROCLAMATIONS

- 4. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-25: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, APRIL 24, 2022, AS ARBOR DAY IN THE CITY OF NORMAN.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Jason Olsen, Director of Parks and Recreation
- 2. Proclamation P-2122-25

Participants in discussion

- 1. Mr. Don Menzie, Chairman of the Tree Board, accepted the proclamation and thanked the Council

Receipt of Proclamation P-2122-25 was Acknowledged.

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5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-26: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, APRIL 22, 2022, AS EARTH DAY AND MARCH 19 THROUGH MAY 7, 2022, AS GREEN NORMAN ECOMONTH IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 5 Foreman, Seconded by Councilmember Ward 4 Hall.

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Michele Loudenback, Environmental and Sustainability Manager
- 2. Proclamation P-2122-26

Participants in discussion

- 1. Ms. Michele Loudenback, Equity and Sustainability Manager, accepted the proclamation and thanked the Council

Receipt of Proclamation P-2122-26 was Acknowledged.

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COUNCIL ANNOUNCEMENTS

Ward Meetings. Councilmember Studley said Wednesday, March 23 was the Joint Ward 1/Ward 6 Water Rate Increase meeting at 6:30 p.m. at the East Side Library, 3051 Alameda Street.

Councilmember Schueler said there is a Joint Ward 2/Ward 4 Meeting to discuss the Water Rate increase on Thursday, March 24, at 6:30 p.m. at the Norman Central Library.

Councilmember Hall said anyone is welcome to come. She said there are multiple meetings and there will be many opportunities to hear our Utilities Director. She said is voting yes for the water rate increase.

Councilmember Holman thanked City Staff for making themselves available for all of these Ward meetings. He said his Ward meeting was Monday, March 21, but due to the weather and other events there was light attendance. He urged constituents to email him or call him if they have questions and invited them to attend any of the other ward meetings.

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Council Announcements, continued:

Community Garden in Ward 1. Councilmember Studley said at Community Commons Park located at 1919 Beaumont is a large area where Red Dirt Collective has created a community garden and anyone in the community is invited to use the garden and help with the garden. She said the group is working in the garden every weekend for the next seven weekends. She said they alternate between meeting Sunday and Saturday at 10:00 a.m. starting Sunday, March 27.

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Turnpike. Councilmember Studley said there was a packed house tonight at the Council meeting and attributed that to the residents who were not happy with the news of the turnpike. She said trying to stop the turnpike was a way to unite Norman residents. She thanked Dr. Michael Nash, Councilmember Tortorello, Representative Jacob Rosecrants, and Senator Mary Boren for taking charge of this as well as many other community members dedicating their time and resources.

Councilmember Schueler said Council is united in opposing the Oklahoma Turnpike Authority's (OTA) plan for east Norman and reassured everyone that the Council is with the residents in this fight. She said Council plans to hold OTA accountable for impact studies and surveys and following the City's land use plan, Complan, Transportation Plan, Master Stormwater Plan and all the dynamics that the City controls as a municipality.

Councilmember Lynn said he stands with the citizens by using any legal recourse available to try to stop the turnpike. He sympathizes with Norman residents affected by the plan.

Councilmember Hall thanked several familiar faces in the audience who are advocating for those affected by the turnpike plan and Council stands with them.

Councilmember Tortorello thanked Ward 5 residents for the large attendance tonight. He said everyone on the dais is supporting Ward 5. He said one house lost is one too many and we will fight this together. He said he is so proud of how Ward 5 has come together by creating databases and presentations. He said Ward 5 is having a rally at the State Capitol on Wednesday. He said information is on the Ward 5 Facebook Page and encouraged everyone to attend the rally. He said it is important for the Governor and legislators to know how we feel and we will not go down without a fight. He said this affects all of Norman, not just Ward 5. He plans to host a Facebook Live meeting to discuss the mental health aspect of the turnpike. He knows this issue is creating a lot of anxiety and mental anguish. He wants everyone to know they are not alone.

Councilmember Foreman said she will miss the upcoming OTA meeting but urged her constituents to send any questions or comments her way and she will make sure they are heard. She said she was glad so many had come to the City Council meeting this evening. She said this project would affect her mother who is a 71-year-old widow. She said her family made this property their home when she moved to Oklahoma and it will be gone. She said according to the engineers for OTA, this project will cost \$25 million a mile and will take 100 years to pay off so our great-grandchildren will still be paying for this road.

Councilmember Holman said although the turnpike does not affect Ward 7, it affects everyone in Norman whether they are in the direct path or not. He said he fully supports any effort the City of Norman makes to help our residents.

Council Announcements, continued:

Councilmember Peacock wanted everyone affected to know that Council supports them.

Mayor Clark said many years ago, the OTA took the plan for the turnpike out of the 2030 Plan; they chose not to tell the residents even though it is clear they knew. She said they chose to leave the elected officials, city staff, and residents in the dark. She said they chose to let us build dream homes, retirement homes, and homes we wanted to pass on to future generations. She said they chose lightning traffic over Norman residents. She will never stand for that and we will stand together. She said she would be at the rally Wednesday because this is unacceptable. She commended Councilmember Tortorello for his zealous, vigorous representation as well as all her colleagues. She said there is no data showing how this will impact the environment by all the development that will follow. She said we are going to show the OTA and Governor Stitt what happens when they pick on Norman especially when we are united. She said she knows many are concerned about the resolution to OTA being on the Consent Docket; but that is because Council stands united. She said by Monday, people affected by the OTA should receive a letter from her asking each person to tell their story. She said although Council has no decision-making power, they would stand with the citizens.

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Imhoff Bridge. Councilmember Schueler said she has posted photographs of the progress of Imhoff Bridge on Facebook and emailed them to constituents. She said the recent rain delayed the project but it is moving along.

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April 5 Election. Councilmember Lynn said on April 5, people will be voting for a new Ward Four Councilmember; will be selecting a Mayor; and there is a water rate increase to be voted on. He urged everyone to vote and hoped to have a big turnout. He said he is supporting the water rate increase; but he has listened to the concerns of many other people about the city having our priorities straight.

Councilmember Tortorello said the Water Rate Increase does not affect the majority of Ward 5; but he said he would be hosting a Facebook Live meeting to discuss the water rate increase and how it affects his ward. He would be voting yes for the Water Rate Increase because it is important overall for the City of Norman to have the resources available and to install new meters, repair old lines, as well as disinfect our wells.

Councilmember Foreman said she would be recovering from surgery but plans on making herself go vote in favor of the water rate increase.

Councilmember Holman reminded everyone that the City of Norman is the only city in Oklahoma that cannot raise water rates without a vote of the people. He said the last water rate increase was seven years ago. He urged people to get out and vote.

Councilmember Peacock said he would vote in support of the water rate increase. He said replacing old lead lines and cast iron pipe and other outdated infrastructure would serve the City very well in the long term. He does not know who will win the Ward 4 race but they have big shoes to fill.

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Council Announcements, continued:

Susan Atkinson. Councilmember Hall said she wanted to take a moment to remember the remarkable life of Susan Atkinson. Susan died unexpectedly on March 7 and was a former City of Norman employee. She made a significant contribution to the City in elevating the importance and value of historic preservation in Norman. She was a certified City Planner by training, joined the City of Norman Planning Department in 2002, and served residents of Norman for 12 years. She said in 2014, Susan was hired by the City of Oklahoma City and moved there with her family. She said she and her husband, Rick, crossed paths with Susan many times in her professional world. She said she and her husband had the good fortune to return to their natural habitat because Susan and her husband, Allen, sold them their home in the Chautauqua Historic District in 2014. She said Susan continued to be a valued resource for her when she became interested in building strong neighborhoods and preserving those neighborhoods in their original form. She said Susan was fascinated by the nexus of urban design, economic revitalization, and historic preservation. She said Susan worked in communities throughout Kansas, Alabama, and Oklahoma in public, private, and non-profit sectors. She acknowledged Susan's passion, expertise, her leadership, and persistence in supporting and strengthening historic neighborhoods in Norman. She was a bright light we lost too soon and not only will she be deeply missed by her husband, Allen, and two children, Gwyneth and Owen, she will be missed by so many of us who will continue to remember her significant contributions to the quality of life in Norman.

Councilmember Holman said he met Susan when he first started hanging out at City Hall. He has always had an interest in City Planning and historic preservation of old buildings and was thankful he had a chance to get to know her. He was sad when she left to work in Oklahoma City. He said she did a lot for Norman to make it a better place.

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Going to Washington D.C. Councilmember Holman said he would be out of town for next week's meeting because he is going to Washington D.C. with a delegation of Norman people meeting with our federal representatives to discuss important Norman issues regarding federal funding and programs. He said there is a long list of agenda items from the airport, the City of Norman, Cleveland County, Chamber of Commerce and several other entities.

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Medieval Fair. Councilmember Holman said the Medieval Fair would be coming back after a two-year break due to COVID. He said there is a lot of work going on at Reaves Park but he knows Staff is working closely with the Medieval Fair organizers to make sure that everything is ready to be used.

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Norman Music Festival. Councilmember Holman reminded citizens that the Music Festival is April 28-30 in Downtown Norman.

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Council Announcements, continued:

Earth Day. Councilmember Holman urged residents to attend Earth Day festivities on Sunday, April 24

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CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 6 through Item 40 be placed on the consent docket.

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

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

Reports/Communications

- 6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF FEBRUARY 28, 2022, AND DIRECTING THE FILING THEREOF.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Anthony Francisco, Director of Finance
- 2. Finance Director's Investment Report as of February 28, 2022

Receipt of the Report was Acknowledged.

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7. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF FEBRUARY, 2022.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Stacey Parker, Executive Assistant
- 2. Monthly Departmental Report for the month of February, 2022

Receipt of the Report was Acknowledged.

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

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Brenda Hall, City Clerk
- 2. Contract K-2122-114

Receipt of the Report was Acknowledged.

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9. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITIZENS PUBLIC SAFETY SALES TAX OVERSIGHT COMMITTEE ANNUAL REPORT FOR FYE 2021.

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

Item 9, continued:

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

Items submitted for the record

1. City of Norman, Oklahoma, Citizen's Public Safety Sales Tax Oversight Committee with Appendix A, Public Safety Sale Tax I Ordinance O-0708-32; Appendix B, Community Oriented Policing Resolution R-0809-125; Appendix C, Public Safety Sales Tax II Ordinance O-1314-33; Appendix D, Public Safety Sales Tax Committee Meeting Schedule and Minutes; Appendix E, Public Safety Sales Tax fund Financial Report; Appendix F, Public Safety Sales Tax II Original Plan; and Appendix G, Public Safety Sales Tax II Fire Apparatus Replacement Schedule

Receipt of the Report was Acknowledged.

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Bids

10. CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-51: FOR INSTALLED PAVEMENT MARKINGS TO ACTION SAFETY SUPPLY COMPANY FOR THE TRAFFIC CONTROL DIVISION.

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

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

Items submitted for the record

1. Staff Report dated March 22, 2022, from Dennis Davis, Traffic Control Supervisor
2. Bid Tabulation for Section 1, Pavement Markings, and Section 2, Raised Pavement Markers
3. Location map

The Bid was Awarded to Action Safety Supply Company.

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Easements

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-38: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM BRADLEY K. GOODMAN IN THE AMOUNT OF \$2,242 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Easement E-2122-38 with attached location map and legal description
- 3. Easement Table
- 4. Porter Avenue Streetscape Right of Way Acquisitions
- 5. Project location map

Easement E-2122-38 was Accepted.

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12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-39: A TEMPORARY CONSTRUCTION EASEMENT FROM BRADLEY K. GOODMAN IN THE AMOUNT OF \$1,013 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Temporary Easement E-2122-39 with attached location map and legal description
- 3. Easement Table
- 4. Porter Avenue Streetscape Right of Way Acquisitions
- 5. Project location map

Temporary Easement E-2122-39 was Accepted.

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13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF EASEMENT E-2122-40: A PERMANENT SIDEWALK AND UTILITY EASEMENT FROM BIP, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$28,451 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Easement E-2122-40 with attached location map and legal description
- 3. Easement Table
- 4. Porter Avenue Streetscape Right of Way Acquisitions
- 5. Project location map

Easement E-2122-40 was Accepted.

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14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-41: A TEMPORARY CONSTRUCTION EASEMENT FROM BIP, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$19.00 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Temporary Easement E-2122-41 with attached location map and legal description
- 3. Easement Table
- 4. Porter Avenue Streetscape Right of Way Acquisitions
- 5. Project location map

Temporary Easement E-2122-41 was Accepted.

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15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF EASEMENT E-2122-42: PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM GOODMAN INVESTMENTS, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$3,070 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Easement E-2122-42 with attached location map and legal description
- 3. Easement Table
- 4. Porter Avenue Streetscape Right of Way Acquisitions
- 5. Project location map

Easement E-2122-42 was Accepted.

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16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-43: A TEMPORARY CONSTRUCTION EASEMENT FROM GOODMAN INVESTMENTS, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$1,910 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Temporary Easement E-2122-43 with attached location map and legal description
- 3. Easement Table
- 4. Porter Avenue Streetscape Right of Way Acquisitions
- 5. Project location map

Temporary Easement E-2122-43 was Accepted.

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17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF EASEMENT E-2122-44: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM GOODMAN INVESTMENTS, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$58,380 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Easement E-2122-44 with attached location map and legal description
- 3. Easement Table
- 4. Porter Avenue Streetscape Right of Way Acquisitions
- 5. Project location map

Easement E-2122-44 was Accepted.

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18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-45: A TEMPORARY CONSTRUCTION EASEMENT FROM GOODMAN INVESTMENTS, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$5,440 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Temporary Easement E-2122-45 with attached location map and legal description
- 3. Easement Table
- 4. Porter Avenue Streetscape Right of Way Acquisitions
- 5. Project location map

Temporary Easement E-2122-45 was Accepted.

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19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF EASEMENT E-2122-46: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM NORTH PORTER CENTER, L.L.C., IN THE AMOUNT OF \$8,342 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Easement E-2122-46 with attached location map and legal description
- 3. Easement Table
- 4. Porter Avenue Streetscape Right of Way Acquisitions
- 5. Project location map

Easement E-2122-46 was Accepted.

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20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-47: A TEMPORARY CONSTRUCTION EASEMENT FROM NORTH PORTER CENTER, L.L.C., IN THE AMOUNT OF \$278 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Temporary Easement E-2122-47 with attached location map and legal description
- 3. Easement Table
- 4. Porter Avenue Streetscape Right of Way Acquisitions
- 5. Project location map

Temporary Easement E-2122-47 was Accepted.

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21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-48: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM WHOLESAL GASOLINE, INC., IN THE AMOUNT OF \$500 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Easement E-2122-48 with attached location map and legal description
- 3. Easement Table
- 4. Porter Avenue Streetscape Right of Way Acquisitions
- 5. Project location map

Easement E-2122-48 was Accepted.

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22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-49: A TEMPORARY CONSTRUCTION EASEMENT FROM WILSON COMPANY, L.L.C., IN THE AMOUNT OF \$500 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Temporary Easement E-2122-49 with attached location map and legal description
- 3. Easement Table
- 4. Porter Avenue Streetscape Right of Way Acquisitions
- 5. Project location map

Temporary Easement E-2122-49 was Accepted.

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23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-51: A TEMPORARY DRIVEWAY EASEMENT DONATED BY WILSON COMPANY, L.L.C., FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Temporary Easement E-2122-51 with attached location map and legal description
- 3. Easement Table
- 4. Porter Avenue Streetscape Right of Way Acquisitions
- 5. Project location map

Temporary Easement E-2122-51 was Accepted.

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24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-50: A TEMPORARY DRIVEWAY EASEMENT DONATED BY WILSON COMPANY, L.L.C., FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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

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

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

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

Item 24, continued:

Items submitted for the record

1. Staff Report dated March 22, 2022, from Paul D'Andrea, Capital Projects Engineer
2. Temporary Easement E-2122-50 with attached location map and legal description
3. Easement Table
4. Porter Avenue Streetscape Right of Way Acquisitions
5. Project location map

Temporary Easement E-2122-50 was Accepted.

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Final Plats

25. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL PLAT FOR TRENT ESTATES AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (LOCATED AT THE SOUTHEAST CORNER OF 96TH AVENUE N.E. AND EAST ROCK CREEK ROAD)

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

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

Items submitted for the record

1. Staff Report dated March 22, 2022, from Ken Danner, Subdivision Development Manager
2. Location map
3. Preliminary plat
4. Final plat
5. Development Committee Staff Report dated March 2, 2022
6. Application for Development Committee Action dated March 1, 2022, from Byren and Katherine Trent for Trent Estates

The Final Plat for Trent Estates was Approved.

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26. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL PLAT FOR APOSTOLIC WORSHIP CENTER AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (LOCATED AT 3221 NORTH PORTER AVENUE)

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

Item 26, continued:

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

Items submitted for the record

1. Staff Report dated March 22, 2022, from Ken Danner, Subdivision Development Manager
2. Location map
3. Final plat
4. Preliminary plat
5. Site plan
6. Development Committee Staff Report dated March 2, 2022
7. Application for Development Committee Action dated February 24, 2022, from Kevin Borders, Senior Pastor, United Pentecostal Church of Norman, for property located at 3221 North Porter Avenue

The Final Plat for Apostolic Worship Center was Approved.

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Acceptance of Grant

27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SUBMISSION OF THE CERTIFIED LOCAL GOVERNMENTS (CLG) PROGRAM 2022-2023 APPLICATION FOR FUNDING IN THE AMOUNT OF \$8,650 TO BE SUBMITTED TO THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE.

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

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

Items submitted for the record

1. Staff Report dated March 22, 2022, from Anais Starr, Historic Preservation Officer
2. Certified Local Governments Annual Application and Instructions

The Certified Local Governments Program 2022-2023 Application for Funding was Approved.

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28. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1516-132: A SERVICES AGREEMENT BETWEEN THE CITY OF NORMAN, THE NORMAN MUNICIPAL AUTHORITY, AND THE NORMAN ARTS COUNCIL, ADDING THE JAMES GARNER EXTENSION PROJECT TO THE LIST OF PUBLIC ART PROJECTS AND ADDING THE NORMAN MUNICIPAL AUTHORITY AS A PARTY FOR THAT PROJECT.

Acting as the City of Norman and the Norman Municipal Authority

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Elisabeth E. Muckala, Assistant City Attorney
- 2. Amendment No. One to Contract K-1516-132

Amendment No. One to Contract K-1516-132 was Approved.

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29. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-1718-115: BY AND BETWEEN E & E LAWN CARE, L.L.C., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION EXTENDING THE CONTRACT THROUGH MARCH 31, 2023.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Kelvin Winter, Code Compliance Inspector
- 2. Amendment No. Four to Contract K-1718-115

Amendment No. Four to Contract K-1718-115 was Approved.

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30. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1819-124: BY AND BETWEEN GIVENS PROPERTY MAINTENANCE, L.L.C., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION EXTENDING THE CONTRACT THROUGH MARCH 31, 2023.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Kelvin Winter, Code Compliance Inspector
- 2. Amendment No. Three to Contract K-1718-115

Amendment No. Three to Contract K-1819-124 was Approved.

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31. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-12: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND SMC UTILITY CONSTRUCTION INCREASING THE CONTRACT AMOUNT BY \$54,596 FOR A REVISED CONTRACT AMOUNT OF \$1,137,146 AND ADDING 325 CALENDAR DAYS TO THE CONTRACT FOR THE 2015 WATER WELLS AND LINES PROJECT, LOCATED NEAR FRANKLIN ROAD AND 60TH AVENUE N.E., FINAL ACCEPTANCE OF THE PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$164,437.17.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Ken Giannone, P.E., Capital Projects Engineer
- 2. Letter dated March 9, 2022, from Jeffrey G. Chavez, P.E., Project Manager, Garver, to Ken Giannone, Capital Projects Engineer
- 3. Change Order No. One to Contract K-2021-12
- 4. Application and Certificate for Payment dated January 31, 2022, in the amount of \$164,437.17 from SMC Utility and Construction

Change Order No. One to Contract K-2021-124 was Approved, the Project was Accepted, and Final Payment in the amount of \$164,437.17 was Directed.

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32. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. THREE TO CONTRACT K-2021-53: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY. INCREASING THE CONTRACT AMOUNT BY \$142,712.42 FOR A REVISED CONTRACT AMOUNT OF \$2,953,153.87 AND ADDING 32 DAYS TO THE CONTRACT FOR VARIOUS CHANGES TO PROJECT DESIGN FOR THE PORTER AND ACRES INTERSECTION 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Paul D’Andrea, Capital Projects Engineer
- 2. Design Option No. 2
- 3. Change Order No. One to Contract K-2021-53

Change Order No. Three to Contract K-2021-53 was Approved.

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33. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-2021-115: BY AND BETWEEN THE CITY OF NORMAN AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$1,295,200 FOR A REVISED CONTRACT AMOUNT OF \$6,102,072 FOR CONSTRUCTION SERVICES OF THE SENIOR WELLNESS CENTER.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Jason Olsen, Director of Parks and Recreation
- 2. Design Option No. 2

Item 33, continued:

Items submitted for the record, continued

3. Amendment No. Three to Contract K-2021-115 with Exhibit A, Letter dated March 22, 2022, from Aaron Stoops, Vice President, Crossland Construction Company, to Jason Olsen, Director of Parks and Recreation; Exhibit B, List of Drawings/Specifications/Addenda; Exhibit C, List of Allowances; Exhibit D, Assumptions; Exhibit E, GMP Summary and Bid Tab; Exhibit F, Substantial Completion; and Exhibit G, Acceptance Period

Amendment No. Three to Contract K-2021-115 was Approved.

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34. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-133: A PIPELINE LICENSE BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY AMENDING THE CONTRACT TO REFLECT A CHANGE TO THE BORE METHOD AND CASING SIZE FOR THE FLOOD AVENUE WATER LINE REPLACEMENT PROJECT FROM ROCK CREEK ROAD TO VENTURE DRIVE.

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

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

Items submitted for the record

1. Staff Report dated March 22, 2022, from Rachel Croft, Staff Engineer
2. Letter dated July 8, 2021, from Jessica Dudley, Manager, Permits, Jones Lang LaSalle Brokerage, Inc., to Ms. Rachel Croft, City of Norman/Norman Utilities Authority
3. Amendment No. One to Contract K-2021-133 with Exhibit "A", location map

Amendment No. One to Contract K-2021-133 was Approved.

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35. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-3: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RDNJ, L.L.C., D/B/A A-TECH PAVING, INCREASING THE CONTRACT AMOUNT BY \$109,659.74 FOR A REVISED AMOUNT OF \$853,885.99 AND ADDING 14 CALENDAR DAYS TO THE CONTRACT FOR THE URBAN CONCRETE PROJECT, FYE 2022 LOCATIONS-BID 2.

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

Item 35, continued:

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

Items submitted for the record

1. Staff Report dated March 22, 2022, from Joseph Hill, Streets Program Manager
2. Change Order No. One to Contract K-2122-3

Change Order No. One to Contract K-2122-3 was Approved.

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36. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-51: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN ARTS COUNCIL FOR THE 2022 ARTFUL INLETS PROGRAM.

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

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

Items submitted for the record

1. Staff Report dated March 22, 2022, from Jason Murphy, Stormwater Program Manager
2. Contract K-2122-51
3. Project location map

Contract K-2122-51 was Approved.

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37. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-59: BY AND BETWEEN THE CITY OF NORMAN AND HASKELL LEMON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$358,613.17 FOR A REVISED CONTRACT AMOUNT OF \$1,945,806.17 FOR THE IMHOFF BRIDGE EMERGENCY REPAIR PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

Item 37, continued:

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Joseph Hill, Streets Program Manager
- 2. Change Order No. Two to Contract K-2122-59

Change Order No. Two to Contract K-2122-59 and Budget Appropriation were Approved.

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38. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-7 AND CONTRACT K-2122-83: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$89,825 FOR THE ADA RAMP REPAIR PROJECT; FYE 2022 LOCATIONS; PERFORMANCE BOND B-2122-59; STATUTORY BOND B-2122-60; MAINTENANCE BOND MB-2122-45; AND RESOLUTION R-2122-77 GRANTING TAX-EXEMPT STATUS; AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Joseph Hill, Streets Program Manager
- 2. Bid Record dated February 24, 2022, for ADA Ramp Repair FYE 2022 Locations
- 3. Contract K-2122-83
- 4. Performance Bond B-2122-59
- 5. Statutory Bond B-2122-60
- 6. Maintenance Bond MB-2122-45
- 7. Resolution R-2122-77

Bid was Awarded to Rudy Construction Company, Inc., Contract K-2122-83 and Associated Bonds were Approved, Resolution R-2122-77 was Adopted, and Budget Transfers were Approved.

* * * * *

39. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AN OKLAHOMA GAS & ELECTRIC (OG&E) GROWTH GRANT IN THE AMOUNT OF \$300 FROM OG&E ENERGY CORPORATION AND MANAGED BY KEEP OKLAHOMA BEAUTIFUL TO BE USED BY THE ENVIRONMENTAL SERVICES DIVISION TO PURCHASE SUPPLIES FOR THE GREAT AMERICAN CLEANUP ACTIVITIES, CONTRACT K-2122-112, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Michele Loudenback, Environmental and Sustainability Manager
- 2. Letter dated March 2, 2022, from Dillon Wehba, Programs Coordinator, Keep Oklahoma Beautiful, to Michele Loudenback, City of Norman
- 3. Contract K-2122-112

The Grant was Accepted and Contract K-2122-112 and Budget Appropriation were approved.

* * * * *

Resolution

40. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2122-106: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THE NEED FOR FURTHER STUDY OF ACCESS OKLAHOMA'S IMPACT ON LAKE THUNDERBIRD; CITING THE LACK OF INFORMATION TO SUPPORT THE KICKAPOO TURNPIKE EXTENSION THROUGH NORMAN, AND EXPRESSING THE CITY'S OPPOSITION TO THE OKLAHOMA TURNPIKE AUTHORITY'S 'ACCESS OKLAHOMA' PLAN AS IT IMPACTS NORMAN.

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

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

Item 40, continued:

Items submitted for the record

1. Staff Report dated March 22, 2022, from Kathryn Walker, City Attorney
2. Resolution R-2122-106

Resolution R-2122-106 was Adopted.

* * * * *

NON-CONSENT ITEMS

41. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-40 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-107(B) OF CHAPTER 21 OF THE CODE OF THE CITY OF NORMAN INCREASING WATER LINE CONNECTION CHARGES; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

Amend Section 9(b) of Ordinance O-2122-40 to add, effective April 22, 2023, an additional increase to the water connection portion of the connection fee resulting in a connection fee as follows:

- Multi-family \$1,775
- Single Family, Commercial, Industrial and other users not listed:
- 3/4 inch meter \$1,775
- 1 inch meter \$3,050.50
- 1.5 inch meter \$6,099.50
- 2-inch meter \$11,925.50
- 4-inch meter \$26,625.50
- 4-inch meter \$49,988.25
- 6-inch meter \$104,881.50

Motion made by Councilmember Ward 6 Foreman to amend the Ordinance as stated above, Seconded by Councilmember Ward 7 Holman

Voting Yea: Mayor Clark, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman

Voting Nay: Councilmember Ward 3 Lynn, Councilmember Ward 5 Tortorello, Councilmember Ward 8 Peacock

Item 41, continued:

Participants in discussion

1. Ms. Kathryn Walker, City Attorney
2. Mr. Darrel Pyle, City Manager
3. Mr. Jim Adair, Adair and Associates Real Estate, 111 North Peters Avenue, protestant
4. Mr. Steve Ellis, Ward 4, made comments
5. Cynthia Rogers, Ward 4, made comments
6. Mr. Cory Salazar, Ward 4, made comments
7. Mr. Dan Munson, Ward 6, made comments
8. Mr. Stephen Koranda, Ward 3, made comments
9. Mr. Chris Mattingly, Director of Utilities

The Amendment to Ordinance O-2122-40 was Approved.

Voting Yea: Mayor Clark, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman

Voting Nay: Councilmember Ward 3 Lynn, Councilmember Ward 5 Tortorello, Councilmember Ward 8 Peacock

Ordinance O-2122-40 was Adopted, as Amended, Upon Second Reading Section by Section.

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

Voting Yea: Mayor Clark, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman

Voting Nay: Councilmember Ward 3 Lynn, Councilmember Ward 5 Tortorello, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 8, 2022, from Chris Mattingly, Director of Utilities
2. Ordinance O-2122-40
3. Legislatively notated copy of Ordinance O-2122-40

Participants in Discussion

1. Mr. Nathan Madenwald, Utilities Engineer
2. Mr. Steve Ellis, Ward 4, made comments
3. Ms. Cynthia Rogers, Ward 4, made comments
4. Mr. Dan Munson, Ward 6, made comments

Ordinance O-2122-40 was Adopted, as Amended, Upon Final Reading as a Whole.

* * * * *

42. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-102: 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 THE DWELLING STRUCTURE AT 209 WEST APACHE STREET.

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

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

Items submitted for the record

- 1. Staff Report dated March 22, 2022, from Jane Hudson, Director of Planning and Community Development
- 2. Resolution R-2122-102
- 3. Resolution R-2122-76 with Exhibit A, City Center Form Based Code Area
- 4. Administrative Delay Appeal received March 7, 2022, from Peter Petromilli, CSO Development
- 5. Temporary Administrative Delay dated March 7, 2022, from Peter Petromilli for property located at 209 West Apache Street
- 6. Demolition Permit Application received March 7, 2022, from Peter Petromilli, CSO Development for 209 West Apache Street
- 7. Location map
- 8. Aerial map of property
- 9. Photograph

Participants in discussion

- 1. Mr. Peter Petromilli, applicant, 14708 Stone Manor Drive, Oklahoma City

* * * * *

43. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-103: 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 PERMIT APPLICATION FOR THE CONSTRUCTION OF AN APARTMENT BUILDING WITH A REAR PARKING AREA AT 209 WEST APACHE STREET.

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

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

Item 43, continued:

Items submitted for the record

1. Staff Report dated March 22, 2022, from Jane Hudson, Director of Planning and Community Development
2. Resolution R-2122-103
3. Resolution R-2122-76 with Exhibit A, City Center Form Based Code Area
4. Location map
5. Administrative Delay Appeal received March 7, 2022, from Peter Petromilli, CSO Development
6. Temporary Administrative Delay dated March 7, 2022, from Peter Petromilli, CSO Development, for property located at 209 West Apache Street
7. Center City Form-Based Code Certificate of Compliance for Peter Petromilli, CSO Development, for 209 West Apache Street
8. Aerial map of property
9. Photograph
10. Floor Plan and Roof Plan

Participants in discussion

1. Mr. Peter Petromilli, applicant, 14708 Stone Manor Drive, Oklahoma City

* * * * *

44. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-36 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR BAR, LOUNGE OR TAVERN, AND A SPECIAL USE FOR A MIXED BUILDING, IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR LOT THREE (3), BLOCK FOURTEEN (14), NORMAN ORIGINAL TOWNSITE, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (205 EAST MAIN STREET)

Motion to allow Councilmember Ward 8 Peacock to abstain due to a conflict of interest.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 1 Studley.

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

Voting to Abstain: Councilmember Ward 8 Peacock

Councilmember Peacock was Allowed to Abstain from Item 44 Due to a Conflict of Interest.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 5 Tortorello.

Item 44, continued:

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

Voting to Abstain: Councilmember Ward 8 Peacock

Ordinance O-2122-36 was Adopted Upon Second Reading Section by Section.

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

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

Voting to Abstain: Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 8, 2022, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2122-36
3. Site Plan
4. Location map
5. Planning Commission Staff Report dated February 10, 2022
6. City of Norman Predevelopment Summary PD22-01 dated January 27, 2022, for James L. Adair for property located at 205 East Main Street
7. Pertinent excerpts from Planning Commission minutes of February 10, 2022

Participants in discussion

1. Mr. Jim Adair, Adair and Associates Real Estate, 111 North Peters Avenue, applicant

Ordinance O-2122-36 was Adopted Upon Final Reading as a Whole.

MISCELLANEOUS COMMENTS

None.

ADJOURNMENT

The Meeting Adjourned at 9:51 p.m.

City Clerk

Mayor

File Attachments for Item:

2. RECOGNITION OF THE 2021-2022 NORMAN YOUTH COUNCIL



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

REQUESTER: Jeanne Snider, Assistant City Attorney

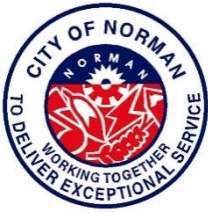
PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: RECOGNITION OF THE 2021-2022 NORMAN YOUTH COUNCIL

The 2021-2022 Norman Youth Council were provided with presentations and tours throughout the year, which educated them about City Government, the Water Treatment Plant, Fire Station No. 9, Animal Welfare Center, Police Department, and Municipal Court processes and video arraignments. It is recommended that the Norman Youth Council be recognized by certificate for their participation. The 2021-2022 Norman Youth Council members to be recognized by Mayor Clark and the City Council are Jackson Baden, Noah Bui, Daniel Dobson, Destiney Hopkins, Jaxon Horn, Williams Nichols, Aspen Osgood, Harrison Powers, Aimee Ringer, Irie Rogers, and Jaxton Voto.

File Attachments for Item:

3. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P2122-32: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, MAY 21, 2022, AS KIDS TO PARKS DAY IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

REQUESTER: James Briggs

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-32: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, MAY 21, 2022, AS KIDS TO PARKS DAY IN THE CITY OF NORMAN.

P-2122-32

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, MAY 21, 2022, AS KIDS TO PARKS DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, May 21, 2022, is the Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday in May; and
- § 2. WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit Norman’s parks, public lands and waters; and
- § 3. WHEREAS, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia; and
- § 4. WHEREAS, Kids to Parks Day will broaden children’s appreciation for nature and outdoors; and
- § 5. WHEREAS, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors.

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

- § 6. Do hereby proclaim Saturday, May 21, 2022, as Kids to Parks Day in the City of Norman.

PASSED AND APPROVED this 10th day of May, 2022.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

4. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-36: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH IN THE CITY OF NORMAN, OKLAHOMA.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

REQUESTER: Cinthya Allen, Chief Diversity and Equity Officer

PRESENTER: Cinthya Allen, Chief Diversity and Equity Officer

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-36: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH IN THE CITY OF NORMAN, OKLAHOMA.

Proclamation

P-2122-36

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS ASIAN AMERICAN AND PACIFIC ISLANDER MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, since its origin in 1979 as Asian/Pacific American Heritage Week, we commemorate the accomplishments and contributions of our Asian American and Pacific Islander residents; and
- § 2. WHEREAS, over 30 years ago, in 1990, Congress amended the observation from a week to a month, which designated May 1990 as the first Asian/Pacific Islander month; and
- § 3. WHEREAS, the recognition of the month of May recognizes the significance of history and advancements influenced by Asian American and Pacific Islanders, such as May 7, 1843, which is the date on which the first Japanese immigrants arrived in the United States and the completion of the first transcontinental railroad completed by direct contributions of the Chinese pioneers; and
- § 4. WHEREAS, the City of Norman celebrates the contributions of the Asian American and Pacific Islander community in Norman which create a rich and diverse community; and
- § 5. WHEREAS, where Asian-alone descent constitutes 5% of our Norman community; and
- § 6. WHEREAS, by building relationships and encouraging engagement we have increased mutual participation with the Asian American and Pacific Islander community in Norman and are committed to continue doing more; and
- § 7. WHEREAS, we are grateful for organizations supporting community representation, such as Asian American Student Association and Asian Pacific American Law Students Association at The University of Oklahoma, Asian Club at Norman High School, Oklahoma Chinese Association, Share to Grow, and many other organizations.

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

- § 8. Do hereby proclaim the month of May, 2022, as Asian American and Pacific Islander Heritage Month in the City of Norman and invite all citizens to join me in celebrating across our community.

PASSED AND APPROVED this 10th day of May 2022.



Mayor

ATTEST:

City Clerk

File Attachments for Item:

5. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-37: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS JEWISH AMERICAN HERITAGE MONTH IN THE CITY OF NORMAN, OKLAHOMA.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

REQUESTER: Cinthya Allen, Chief Diversity and Equity Officer

PRESENTER: Cinthya Allen, Chief Diversity and Equity Officer

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-37: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS JEWISH AMERICAN HERITAGE MONTH IN THE CITY OF NORMAN, OKLAHOMA.

Proclamation

P-2122-37

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS JEWISH AMERICAN MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, in the year 1654, more than three-hundred years ago, the first Jewish refugees arrived on American soil, fleeing oppression and discrimination; and
- § 2. WHEREAS, we acknowledge anti-Semitism as a real issue facing our Jewish American neighbors and remember the lessons of the Holocaust; and
- § 3. WHEREAS, today, we honor the centuries of generations of Jewish Americans who have shaped our country and community by representing justice, equity, and freedom; and
- § 4. WHEREAS, throughout history Jewish Americans have served our Nation in uniform, made great contributions to America’s cultural, scientific, artistic, and intellectual life, contributing to the fabric of American history, culture and society; and
- § 5. WHEREAS, the City of Norman strives to continue “Building An Inclusive Community” and we urge our community to learn more about its Jewish neighbors through research, visits, podcasts, reading, or connecting with the University of Oklahoma’s Schusterman Center for Judaic & Israel Studies; and
- § 6. WHEREAS, we honor the history, courage, and culture the Jewish community offers.

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

- § 7. Do hereby proclaim the month of May, 2022, as Jewish American Heritage Month in the City of Norman and invite all citizens to join me in celebrating across our community.

PASSED AND APPROVED this 10th day of May 2022.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P212238: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, MAY 15, 2022, AS PEACE OFFICERS MEMORIAL DAY AND THE WEEK OF MAY 15 THROUGH MAY 21, 2022, AS NATIONAL POLICE WEEK IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-38: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, MAY 15, 2022, AS PEACE OFFICERS MEMORIAL DAY AND THE WEEK OF MAY 15 THROUGH MAY 21, 2022, AS NATIONAL POLICE WEEK IN THE CITY OF NORMAN.

BACKGROUND:

EnterTextHere

DISCUSSION:

EnterTextHere

RECOMMENDATION:

EnterTextHere

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, MAY 15, 2022, AS PEACE OFFICERS MEMORIAL DAY AND THE WEEK OF MAY 15 THROUGH MAY 21, 2022, AS NATIONAL POLICE WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, the Norman Police Department has designated May 15 as National Peace Officers’ Memorial Day and the week of May 15 through 21, 2022, as National Police Week; and
- § 2. WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and
- § 3. WHEREAS, members of the Fraternal Order of Police Auxiliary invite residents of Norman to participate in “Project Blue Light” by placing a blue light in front of their homes or place of business during National Police Week in remembrance of those law enforcement officers who gave their lives in the line of duty and for the officers who continue to keep our neighborhoods and communities safe.

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

- § 4. Do hereby proclaim Sunday, May 15, 2022, as Peace Officers Memorial Day and the week of May 15 through May 21, 2022, as National Police Week in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty and let us recognize and pay respect to the survivors of fallen heroes.
- § 5. Do hereby invite all citizens to attend the Norman Law Enforcement Memorial Service on Friday, May 15, 2022, at 4:00 p.m. at the Legacy Park Amphitheater located at 1898 Legacy Park Drive.

PASSED AND APPROVED this 10th day of May, 2022.

ATTEST:

Mayor

City Clerk

File Attachments for Item:

7. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-41: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 1 THROUGH MAY 7, 2022, AS INTERNATIONAL COMPOSTING AWARENESS WEEK IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

REQUESTER: Michelle Chao, Stormwater Program Specialist

PRESENTER: Michelle Chao, Stormwater Program Specialist

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P212241: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 1 THROUGH MAY 7, 2022, AS INTERNATIONAL COMPOSTING AWARENESS WEEK IN THE CITY OF NORMAN.

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 1 THROUGH MAY 7, 2022, AS INTERNATIONAL COMPOST AWARENESS WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, the Composting Council Research & Education Foundation, along with Canada, Australia, the United Kingdom, and other countries have declared the first full week of May to be the annual International Compost Awareness Week; and
- § 2. WHEREAS, materials such as yard trimmings, vegetable cuttings, biosolids, food scraps, manure, and hay shavings have all been composted and converted in Oklahoma into a beneficial product known as compost; and
- § 3. WHEREAS, composting is a way of returning organic resources to the soil and a way to conserve water during extreme drought or flooding conditions, reducing water consumption and non-point pollution and a proven method of decreasing the dependence on chemical fertilizers and decreasing erosion; and
- § 4. WHEREAS, composting is an effective form of waste reduction, reuse and recycling and since organic materials make up approximately 30% of the material going to landfills, composting is becoming one of the primary methods Oklahoma communities can use to reach waste diversion goals; and
- § 5. WHEREAS, the City of Norman started its composting program in 1990 using a natural process that does not require starters and additives and although it takes a few days longer to produce, it provides a high quality compost at a low cost to residents.

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

- § 6. Do hereby proclaim the week of May 1 through May 7, 2022, as International Compost Awareness Week in the City of Norman.

PASSED AND APPROVED this 10th day of May, 2022.

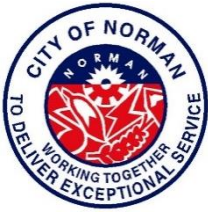
Mayor

ATTEST:

City Clerk

File Attachments for Item:

8. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-42: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS BIKE MONTH AND FRIDAY, MAY 20, 2022, AS BIKE-TO-WORK DAY IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

REQUESTER: James Briggs

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-42: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS BIKE MONTH AND FRIDAY, MAY 20, 2022, AS BIKE-TO-WORK DAY IN THE CITY OF NORMAN.

Proclamation

P-2122-42

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS BIKE MONTH AND FRIDAY, MAY 20, 2022, AS BIKE-TO-WORK DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, today, millions of Americans engage in bicycling because it is a viable and environmentally friendly form of transportation, an excellent form of fitness, provides quality recreation, and helps relieve the fiscal strain of high gas prices; and
- § 2. WHEREAS, the education of cyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and
- § 3. WHEREAS, the City of Norman continues to update its bicycle plan and bicycle transportation network, including a newly designed Bicycle Brochure and Map, several planned bicycle facilities such as the inclusion of safe bike transportation accommodations on the road widening project on 36th Avenue N.W. and the continued design and construction of multi-modal off-street bike paths along State Highway 9, along Flood Avenue from Robinson street to Tecumseh Road, and along Constitution Street from Jenkins Avenue to Classen Boulevard; and
- § 4. WHEREAS, the City of Norman has been designated by the League of American Bicyclists as an official **“Bicycle Friendly Community” for over 10 years**; and
- § 5. WHEREAS, the Norman Bicycle Advisory Committee, the Bicycle League of Norman, and independent cyclists throughout our state are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities for all.

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

- § 6. Do hereby proclaim the month of May, 2022, as Bike Month, and also proclaim Friday, May 20, 2022, as Bike-To-Work Day in the City of Norman and encourage all citizens to recognize the importance of bicycle safety, be more aware of cyclists on our streets and highways; and invite all to ride their bicycles to Andrews Park that morning as they bike to work for an 8:30 a.m. rally as a show of support for bicycle use for all those reasons named herein.

PASSED AND APPROVED this 10th day of May, 2022.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

9. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-43: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 9 THROUGH MAY 13, 2022, AS ECONOMIC DEVELOPMENT WEEK IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

REQUESTER: Brenda Hall

PRESENTER: Lawrence McKinney, Norman Economic Development Coalition

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-43: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 9 THROUGH MAY 13, 2022, AS ECONOMIC DEVELOPMENT WEEK IN THE CITY OF NORMAN.

P-2122-43

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 9 THROUGH MAY 13, 2022, AS ECONOMIC DEVELOPMENT WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers; and
- § 2. WHEREAS, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program, the Certified Economic Developer designation, and the Entrepreneurship Development Professional; and
- § 3. WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and
- § 4. WHEREAS, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and
- § 5. WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and
- § 6. WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and
- § 7. WHEREAS, economic developers work in the City of Norman within the State of Oklahoma.

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

- § 8. Do hereby proclaim the week of May 9 through May 13, 2022, as Economic Development Week in the City of Norman, Oklahoma, and remind individuals of the importance of this community celebration, which supports expanding career opportunities and making lives better.

PASSED AND APPROVED this 10th day of May, 2022.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-41 UPON FIRST READING BY TITLE AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTH OF 1700 NORTH PORTER AVENUE)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

REQUESTER: Fred Thomas IV and Hampton Homes, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-41 UPON FIRST READING BY TITLE AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTH OF 1700 NORTH PORTER AVENUE)

SYNOPSIS:

The applicant is requesting to rezone property containing approximately 4.05 acres from R-1, Single Family Dwelling District with Permissive use for Masonic Lodge to SPUD, Simple Planned Unit Development, to allow for a single-family residential development. This SPUD is requested to allow for setbacks, lot coverage, and lot sizes that differ from the R-1, Single Family Dwelling District requirements.

HISTORY:

This property was zoned R-1, Single Family Dwelling District, shortly after being annexed into the City of Norman in 1961. In 1968, it was rezoned to R-1 with Permissive Use for Masonic Lodge.

ZONING ORDINANCE CITATION:

SEC 420.05 – SIMPLE PLANNED UNIT DEVELOPMENTS

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

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

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

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

- Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.
- Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.
- Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.
- Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

EXISTING ZONING:

The existing zoning for the subject property is R-1, Single Family Dwelling District with Permissive use for Masonic Lodge. The R-1 District allows for single-family homes and home uses such as gardens or family day cares.

ANALYSIS: The particulars of this SPUD include:

USE: The SPUD Narrative includes the following uses:

- Detached single family dwellings;
- Family day care home;
- General purpose farm or garden;
- Home occupations;

- Accessory buildings;
- Model homes and/or Sales Office, subject to the applicable permits;
- Clubhouse/pool; and
- Short-term Rentals.

OPEN SPACE: The proposed open space and green space areas are shown on Exhibit B, the Site Development Plan, in the SPUD Narrative. There are two common areas that will be platted as Common Area A and B.

PHASES: Homes will be built as the market allows.

SITE PLAN/ACCESS: The Site Development Plan is shown in Exhibit B. This development has one access point on Porter Avenue. The Site Development Plan shows 24 single-family residential lots and 0.44 acres of green space.

AREA REGULATIONS: The applicant is requesting the following area regulations for the development:

- Front yard setback: 15' from front property line, garages shall observe a 20' setback from front property line;
- Side yard setback: 5' from side property line, roof overhangs shall be allowed to encroach upon the side yard setback by 2' 6";
- Rear yard setback: 19' from rear property line, with the allowance for covered, unenclosed patio structures to be 10' to the rear property line;
- Coverage: maximum lot coverage for all structures and impervious area shall be not more than 75%; and
- Height: maximum building height shall be two stories.
- Accessory buildings: Accessory buildings will have a five-foot setback from side property lines, unless the entirety of the structure is within 50 feet of the rear lot line or rear utility easement, in which case the building will have a three-foot setback from side property lines. Accessory buildings will have a one-foot setback from any rear utility easement. The side and rear setbacks for an accessory building with a wall height above ten feet will increase by one foot for each additional foot of wall height above ten feet. No accessory building will exceed the height of the principal building to which it is accessory.

LANDSCAPING: All residential lots will have at least one tree. Existing trees between the Masonic Lodge to the south and the proposed development will be preserved by every means possible. The public services will be installed on the opposite side of the street to avoid the root system.

SIGNAGE: All entryway signage will have a maximum combined area of 490 sq. ft. This may be divided between three areas of signage.

ALTERNATIVES/ISSUES:

IMPACTS: The location of this SPUD is currently zoned R-1, Single-Family Dwelling District. This SPUD, while changing the setback, coverage, and lot size requirements, will still allow for uses consistent with the existing zoning.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: Sanitary sewer and water improvements are available to the site. The proposed street will be constructed to City standards. Sidewalks will be installed adjacent to the street. Stormwater runoff will be conveyed to a proposed detention facility. The intersection of Sandpiper Lane and Porter Avenue is controlled by an existing traffic signal.

PREDEVELOPMENT: PD 22-05, March 24, 2022

Neighbors were interested in reviewing the site plan with the applicant in addition to understanding when it was anticipated to be built. The applicant did not know a specific timeline. Neighbors were interested in understanding the anticipated square footage of the homes. The applicant explained he believes they will be between 1,800-2,000 square feet. The neighbors also expressed concerns over the potential height of the homes. Neighbors explained that it is preferred that the homes are one-story and not two-story for privacy reasons. Finally, neighbors were concerned with the implications relating to drainage. The applicant explained that the site flows to the northwest – where the proposed detention pond will be. The applicant explained that he believes the improvements to the site will improve drainage in the overall area.

GREENBELT COMMISSION: GB 22-07, March 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 SPUD, Simple Planned Unit Development, as Ordinance O-2122-41 for consideration by the City Council.

At their April 14, 2022 meeting, Planning Commission unanimously recommended adoption of Ordinance O-2122-41 by a vote of 6-0.

O-2122-41

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (North of 1700 N. Porter Avenue)

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

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

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

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 150.56 FEET; THENCE S90°00'00"W(R), S89°55'23"W(M) A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 298.52(R), 299.16(M) FEET; THENCE N90°00'00"W(R),

N89°57'59"W(M) A DISTANCE OF 559.25(R), 559.17(M) FEET; THENCE N21°46'30"E(R), N21°49'24"E(M) A DISTANCE OF 321.46(R), 321.26(M) FEET; THENCE N90°00'00"E(R), N89°55'23"E(M) A DISTANCE OF 440.00(R), 439.74(M) FEET TO THE POINT OF BEGINNING

AND

COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 449.72 FEET; THENCE S90°00'00"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E(R), S00°11'21"E(M) A DISTANCE OF 75.00 FEET; THENCE N45°18'02"W A DISTANCE OF 35.56 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W(R), N36°35'02"W(M) A DISTANCE OF 62.29 FEET; THENCE N90°00'00"W(R), N89°57'59"W(M) A DISTANCE OF 559.25(R), 559.17(M) FEET TO THE POINT OF BEGINNING. CONTAINS 4.05 ACRES, MORE OR LESS.

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

- a. The site shall be developed in accordance with the SPUD Narrative and the Site Development Plan, approved by the Planning Commission on April 14, 2022, and supporting documentation submitted by the applicant and approved by the Planning Commission, and made a part hereof.

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

ADOPTED this _____ day of _____, 2022.

NOT ADOPTED this _____ day of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

AVADON TERRACE ADDITION

A SIMPLE PLANNED UNIT DEVELOPMENT
NORMAN, OKLAHOMA

APPLICANT:
HAMPTON HOMES / FRED THOMAS IV

APPLICATION FOR:
SIMPLE PLANNED UNIT DEVELOPMENT

Submitted February 21, 2022
Revisions April 7, 2022

PREPARED BY:

Landes Engineering
903 E. 35th Street
Shawnee, OK 74804
405-275-5388
slandes@landesengineering.net

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 - F. Fire Protection Services
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- III. DEVELOPMENT PLAN AND DESIGN CONCEPT
 - A. Uses Permitted
 - B. Area Regulations
 - C. Miscellaneous Development Criteria

EXHIBITS

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

I. INTRODUCTION

This Simple Planned Unit Development seeks to rezone a tract of property, containing approximately 4.05 acres, located in Ward 8 of the City of Norman. The site will be a higher density single family home development with private internal amenities developed for the residents of the development. The property is located on the west side of Porter Avenue just under a half mile north of Robinson Street. It is surrounded on the north and west sides by Crystal Heights No. 2 Addition which was developed in the mid-1970's. The south side of the parcel is Lot 1, of the Masonic Addition. To allow for proper street alignment, the north 50 feet of Lot 1, Masonic Addition was purchased to be included in this development and utilized for the expansion of the Public Street, Sand Piper Lane. The property is more particularly described on the attached **Exhibit A** (the "Property"). The Property is currently zoned R-1, Single Family Residential, however the lots proposed for final platting do not meet the Property's existing single family lot size requirements, therefore, the Applicant seeks to rezone the Property to allow the increased density.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The property is located on the west side of Porter Avenue just under ½ mile north of Robinson Street.

B. Existing Land Use and Zoning

The Property is currently zoned R-1, Single Family Dwelling District and the Property's NORMAN 2025 Land Use Plan Designation is Institutional. The properties to the North are designated RM-2, Low Density Apartment District with all additional urban developed properties surrounding the property being R-1, Single-Family Dwelling District.

C. Elevation and Topography

The Property has a 12" water main located along North Porter Avenue and 8" sanitary sewer lines around the perimeter of the Crystal Heights No. 2 Addition. The Property slopes from the Southeast to the Northwest corner currently defined as Block A, Detention & Common Area.

D. Drainage

As defined above, the topography falls at an average 1.0% slope to the Northwest corner. During development of Crystal Heights No.2 Addition, a storm sewer system was developed to collect storm sewer from this parcel to an underground system serving Crystal Heights Addition. The end of the pipe will be modified with a control box that will regulate the pre & post development flow conditions not to

exceed the capacity of the existing system by meeting or exceeding the reduction in pre-development flow conditions.

E. Utility Services

The necessary utility services for this development are existing or will be capable of being extended to provide full service.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by applicable City codes, ordinances, and/or regulations. Required fire hydrants are existing or will be installed to meet City of Norman code requirements.

G. Traffic Circulation and Access

An additional 50' was obtained from Lot 1 of the Masonic Addition to allow alignment with Sandpiper Lane and the existing traffic light located at the intersection. The public road for this development will terminate with a cul-de-sac.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate a single-family residential development. The Property shall be developed in compliance with the Site Development Plan, attached hereto as Exhibit B. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference, and further depict the development criteria for the Property. Twenty-Four (24) single family residential lots are proposed in this development combined with two (2) community areas. Amenities developed on the two community lots may include community building and playgrounds established for the residents of Avadon Terrace Addition.

A. Uses Permitted:

The allowable uses for the Property shall be those uses that are allowed in the City of Norman's R-1, Single-Family Dwelling zoning district. A complete list of the allowable uses for the Property is attached as Exhibit C.

B. Area Regulations:

The lots within the Property shall comply with the following regulations:

Front Yard: The minimum depth of the front yard setback shall be fifteen (15') feet provided that all garages shall have a minimum twenty (20') foot front yard setback. The lot width at the front setback line will have a minimum fifty (50') feet, except at Cul-de-sacs which may be reduced to thirty-eight feet (38').

Side Yard: The minimum depth of the side yard setback shall be five (5') feet provided that roof and gutter overhangs shall be allowed to encroach upon the side yard setback, up to a maximum of 2 feet six inches (2' 6").

Rear Yard: The minimum depth of the rear yard setback shall be (19') feet, with the allowance for covered unenclosed patio structures to be ten (10) feet from the rear property line. Porches may be located anywhere along the rear of the structure but may not exceed sixteen (16') feet in width.

Lot Coverage & Height: The maximum lot coverage for all structures, as well as impervious area, shall be no more than seventy-five percent (75%) of the total lot area. It is anticipated that 24 single family dwelling units will be developed within the Property, as approximately shown on the Site Development Plan. Houses will not exceed two (2) stories in height.

Accessory Buildings: Unattached, one-story buildings of accessory use shall be set back five (5) feet from any side lot line, provided, however, that accessory buildings shall not be required to set back more than three (3) feet from the interior side lot line when all parts of said building are located not more than fifty (50) feet from the rear property line or rear utility easement line. Unattached one-story buildings of accessory use shall set back one (1) foot from the utility easement or alley line in the rear of the lot. Any accessory building shall not exceed a wall height of ten (10) feet unless the required side and rear yard setbacks are increased by one (1) foot for each additional foot of wall height above ten (10) feet. Provided, however, that no accessory building shall exceed the height of the principal building to which it is accessory.

C. Miscellaneous Development Criteria

1. Site Plan

The Site Development Plan for the Property is concurrently submitted with this SPUD and shall be incorporated herein as an integral part of the SPUD and the development of the property shall be constructed as presented thereon, subject to final design development and the changes allowed by Section 22.420(7) of the City of Norman's SPUD Ordinance.

2. Open Space/Common Area

10.86% (0.44 Acres) of the property, excluding residential yards and right of way is dedicated to open space and green space areas defined as Block A and Block B as shown on the Site Development Plan.

3. Signage

The entrance to the Property from Porter Avenue may contain entryway signage on the fence. The signage may be lighted and landscaped with appropriate vegetation as not to interfere with traffic sight lines. All signage will have a maximum area of 490 sq. ft.

4. Traffic Access/Circulation and Sidewalks

Access to the property is at Porter Avenue at the existing light for Sandpiper Lane. Sidewalks will be installed in compliance with the City's standards.

5. Landscaping/Parkland

Landscaping shall consist of no less than one (1) tree per residential lots. Large trees between the existing Masonic Lodge and the proposed entrance and development will be preserved if at all possible. Utilities will all be constructed on the north side of the road to not impact the root system of the existing tree line. Trees must be selected from the list provided in Appendix F of the City of Norman Zoning Ordinance and be at least 2" caliper (diameter measured 6" above ground level).

6. Roll Off Dumpsters

Roll off dumpsters shall be allowed for temporary construction purposes on the Property.

EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS:

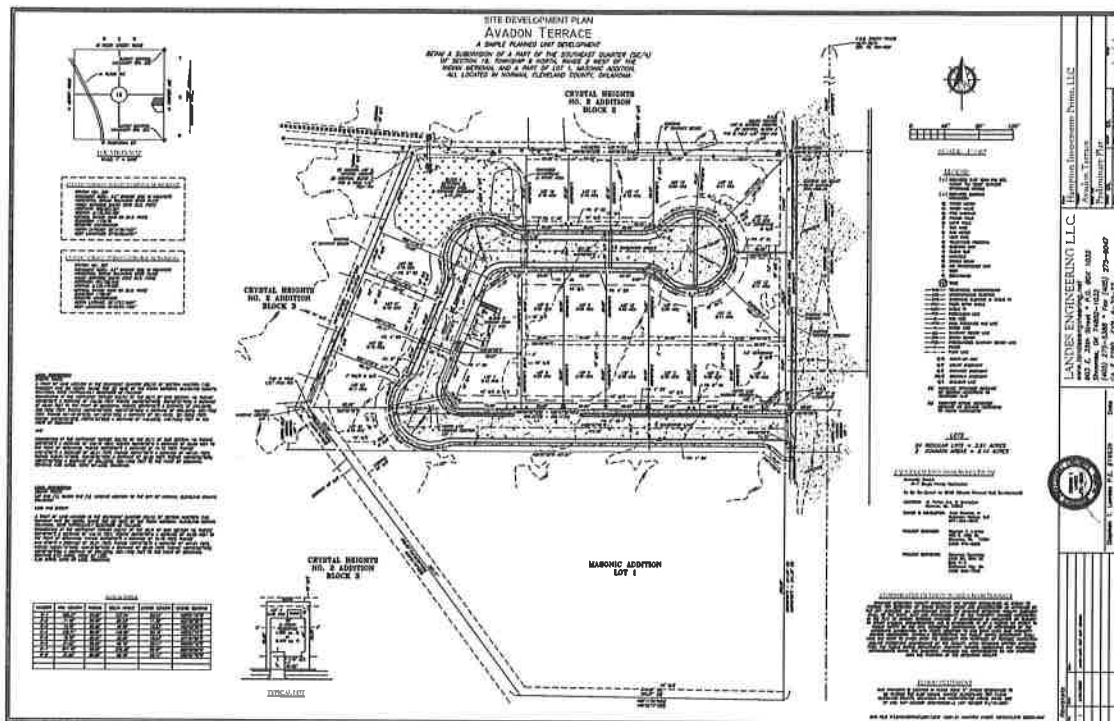
BEGINNING AT THE NORTHEAST CORNER (NE/C) OF LOT ONE (1), BLOCK ONE (1) OF MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH ALONG THE WEST 100 FOOT RIGHT OF WAY LINE OF NORTH PORTER AVENUE A DISTANCE OF 298.52 FEET TO THE SOUTH CORNER OF LOT 8, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID CRYSTAL HEIGHTS #2 ADDITION A DISTANCE OF 440.00 FEET TO THE SOUTHEAST CORNER (SE/C) OF LOT 2 OF SAID CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF CRYSTAL HEIGHTS #2 ADDITION, BLOCK 3, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 321.46 FEET TO THE NORTHWEST CORNER (NW/C) OF SAID MASONIC ADDITION, LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID MASONIC ADDITION, LOT 1, A DISTANCE OF 559.25 FEET TO THE POINT OF BEGINNING,

AND

THE NORTH 50.00 FEET OF SAID MASONIC ADDITION, LOT 1.

SAID DESCRIBED TRACT CONTAINS A TOTAL OF 4.04 ACRES, MORE OR LESS.

EXHIBIT B
Site Development Plan
Full Size Documents Submitted to City Staff



COMING SOON

AVADON TERRACE

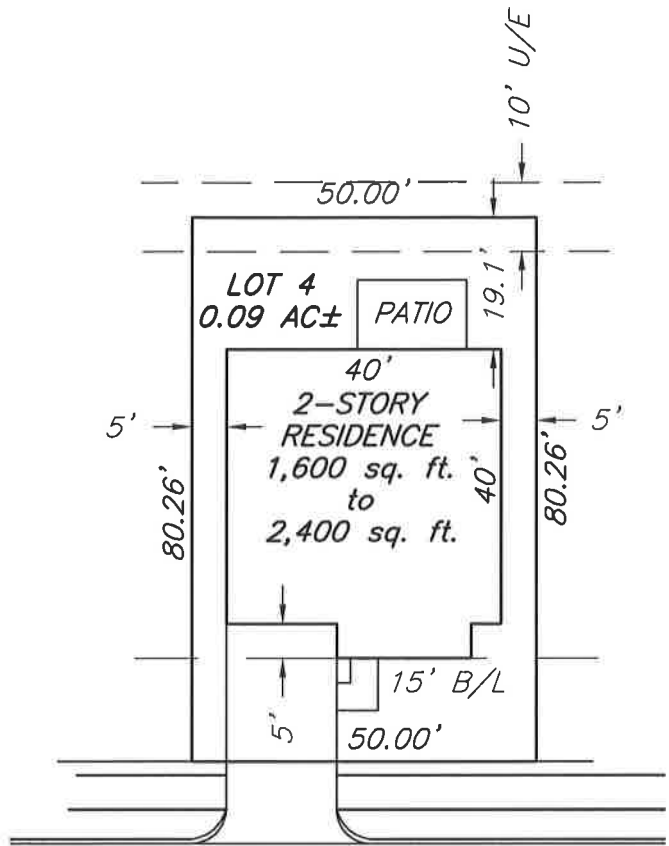


MODERN LIVING

CONTACT FRED THOMAS IV
405-409-5430
FRED@HAMPTONHOMESOK.COM

Hampton Homes
"Trust Your Family With Ours"

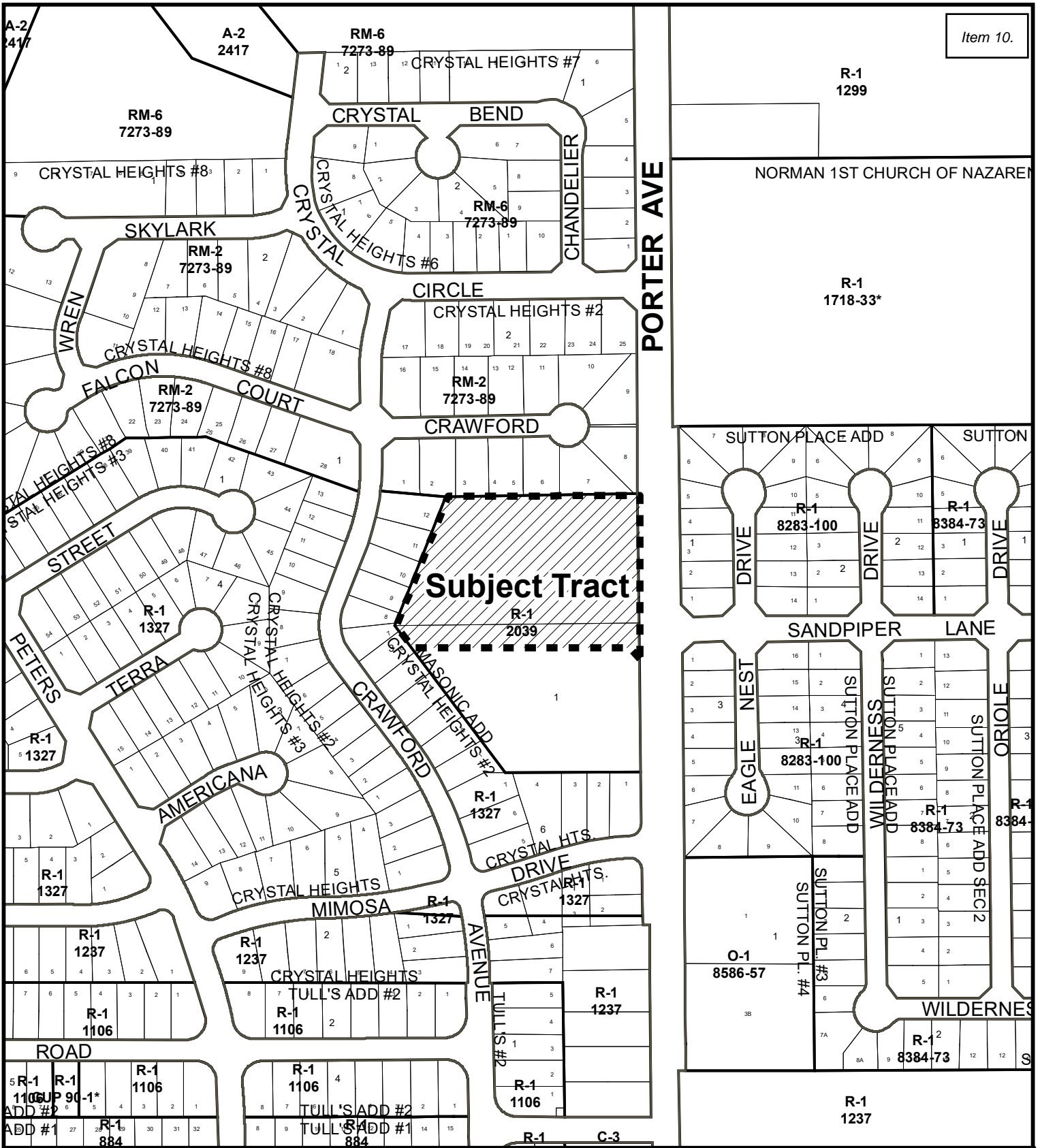
EXHIBIT B
Site Development Plan
Enlargement of Typical Lot Diagram



TYPICAL LOT

EXHIBIT C
Allowable Uses

- Detached single family dwellings;
- Family day care home;
- General purpose farm or garden;
- Home occupations;
- Accessory buildings;
- Model homes and/or Sales Office, subject to the applicable permits;
- Clubhouse and associated amenities; and
- Short-term Rentals

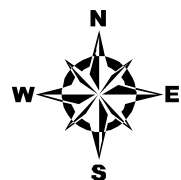


Item 10.

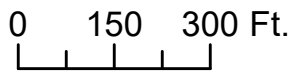
Location Map



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.



March 8, 2022



- Subject Tract
- Zoning

G:\arcGIS10\MapTemplates\&T1_LocationMap\ArcMap10.mxd

Applicant: Fred Thomas, IV; Hampton Homes, LLC

Project Location: Generally north of 1700 N. Porter Avenue

Case Number: PD22-05

Time: 5:30 p.m.

Applicant/Representative

Stephen Landes (Project Engineer)

Attendees

- Edgar O’Rear
- Kasey Davis
- Jill David
- Leanna Boyd
- J Lang
- Kevin Boyd
- P Rucker
- A Hrebec

City Staff

- Ken Danner, Subdivision Development Manager
- Heather Poole, Assistant City Attorney II
- Colton Wayman, Planner I

Application Summary

The applicant requests to rezone from R-1, Single Family Dwelling District, to SPUD, Simple Planned Unit Development, to allow for a single-family subdivision with smaller lots and setbacks than what is traditionally allowed.

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 did not know a specific timeline. Neighbors were interested in understanding the anticipated square footage of the homes. The applicant explained he believes they will be between 1,800-2,000 square feet. The neighbors also expressed concerns over the potential height of the homes. Neighbors explained that it is preferred that the homes are one-story and not two-story for privacy reasons. Finally, neighbors were concerned with the implications relating to drainage. The applicant explained that the site flows to the northwest – where the proposed detention pond will be. The applicant explained that he believes the improvements to the site will improve drainage in the overall area.

ORDINANCE NO. O-2122-41

ITEM NO. 4

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	Fred Thomas, IV and Hampton Homes, LLC
REQUESTED ACTION	Rezoning to SPUD, Simple Planned Unit Development
EXISTING ZONING	R-1, Single Family Dwelling District with Permissive Use for Masonic Lodge
SURROUNDING ZONING	North: RM-2, Low Density Apartment District East: R-1, Single Family Dwelling District South: R-1, Single Family Dwelling District West: R-1, Single Family Dwelling District
LOCATION	NW Corner of N. Porter Avenue and Sandpiper Lane
SIZE	4.05 acres, more or less
PURPOSE	Single-family residential neighborhood
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Two Family Residential East: Single Family Residential South: Masonic Lodge West: Single Family Residential

SYNOPSIS: The applicant is requesting to rezone property containing approximately 4.05 acres from R-1, Single Family Dwelling District with Permissive use for Masonic Lodge to SPUD, Simple Planned Unit Development, to allow for a single-family residential development. This SPUD is requested to allow for setbacks, lot coverage, and lot sizes that differ from the R-1, Single Family Dwelling District requirements.

HISTORY: This property was zoned R-1, Single Family Dwelling District, shortly after being annexed into the City of Norman in 1961. In 1968, it was rezoned to R-1 with Permissive Use for Masonic Lodge.

ZONING ORDINANCE CITATION:

SEC 420.05 – SIMPLE PLANNED UNIT DEVELOPMENTS

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

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

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

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

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

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

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

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

EXISTING ZONING: The existing zoning for the subject property is R-1, Single Family Dwelling District with Permissive use for Masonic Lodge. The R-1 District allows for single-family homes and home uses such as gardens or family day cares.

ANALYSIS: The particulars of this SPUD include:

USE: The SPUD Narrative includes the following uses:

- Detached single family dwellings;
- Family day care home;
- General purpose farm or garden;
- Home occupations;
- Accessory buildings;
- Model homes and/or Sales Office, subject to the applicable permits;
- Clubhouse/pool; and
- Short-term Rentals.

OPEN SPACE: The proposed open space and green space areas are shown on Exhibit B, the Site Development Plan, in the SPUD Narrative. There are two common areas that will be platted as Common Area A and B.

PHASES: Homes will be built as the market allows.

SITE PLAN/ACCESS: The Site Development Plan is shown in Exhibit B. This development has one access point on Porter Avenue. The Site Development Plan shows 24 single family residential lots and 0.44 acres of green space.

AREA REGULATIONS: The applicant is requesting the following area regulations for the development:

- Front yard setback: 15' from front property line, garages shall observe a 20' setback from front property line;
- Side yard setback: 5' from side property line, roof overhangs shall be allowed to encroach upon the side yard setback by 2' 6";
- Rear yard setback: 19' from rear property line, with the allowance for covered, unenclosed patio structures to be 10' to the rear property line;
- Coverage: maximum lot coverage for all structures and impervious area shall be not more than 75%; and
- Height: maximum building height shall be two stories.
- Accessory buildings: Accessory buildings will have a five-foot setback from side property lines, unless the entirety of the structure is within 50 feet of the rear lot line or rear utility easement, in which case the building will have a three-foot setback from side property lines. Accessory buildings will have a one-foot setback from any rear utility easement. The side and rear setbacks for an accessory building with a wall height above ten feet will increase by one foot for each additional foot of wall height above ten feet. No accessory building will exceed the height of the principal building to which it is accessory.

LANDSCAPING: All residential lots will have at least one tree. Existing trees between the Masonic Lodge to the south and the proposed development will be preserved by every means possible. The public services will be installed on the opposite side of the street to avoid the root system.

SIGNAGE: All entryway signage will have a maximum combined area of 490 sq. ft. This may be divided between three areas of signage.

ALTERNATIVES/ISSUES:

IMPACTS: The location of this SPUD is currently zoned R-1, Single-Family Dwelling District. This SPUD, while changing the setback, coverage, and lot size requirements, will still allow for uses consistent with the existing zoning.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: Sanitary sewer and water improvements are available to the site. The proposed street will be constructed to City standards. Sidewalks will be installed adjacent to the street. Stormwater runoff will be conveyed to a proposed detention facility. The intersection of Sandpiper Lane and Porter Avenue is controlled by an existing traffic signal.

PREDEVELOPMENT: PD 22-05, March 24, 2022

Neighbors were interested in reviewing the site plan with the applicant in addition to understanding when it was anticipated to be built. The applicant did not know a specific timeline. Neighbors were interested in understanding the anticipated square footage of the homes. The applicant explained he believes they will be between 1,800-2,000 square feet. The neighbors also expressed concerns over the potential height of the homes. Neighbors explained that it is preferred that the homes are one-story and not two-story for privacy reasons. Finally, neighbors were concerned with the implications relating to drainage. The applicant explained that the site flows to the northwest – where the proposed detention pond will be. The applicant explained that he believes the improvements to the site will improve drainage in the overall area.

GREENBELT COMMISSION: GB 22-07, March 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 SPUD, Simple Planned Unit Development, as Ordinance No. 2122-41 for consideration by the Planning Commission and a recommendation to City Council.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

APRIL 14, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of April, 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 6:35 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

- Kevan Parker
- Steven McDaniel
- Erica Bird
- Shaun Axton
- Dave Boeck
- Michael Jablonski

MEMBERS ABSENT

- Erin Williford

A quorum was present.

STAFF MEMBERS PRESENT

- Jane Hudson, Director, Planning & Community Development
- Lora Hoggatt, Planning Services Manager
- Logan Hubble, Planner I
- Roné Tromble, Recording Secretary
- Bryce Holland, Multimedia Specialist
- Beth Muckala, Asst. City Attorney
- Ken Danner, Subdivision Development Manager
- Jack Burdett, Subdivision Development Coordinator
- Jami Short, Traffic Engineer

* * *

NON-CONSENT ITEMS

Item No. 3, being:

R-2122-105 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION No. R-2122-105, FOR FRED THOMAS IV AND HAMPTON HOMES, L.L.C. REQUEST AMENDMENT OF THE NORMAN 2025 LAND USE & TRANSPORTATION PLAN FROM INSTITUTIONAL DESIGNATION TO MEDIUM DENSITY RESIDENTIAL DESIGNATION FOR PROPERTY GENERALLY LOCATED NORTH OF 1700 N. PORTER AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

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

and

Item No. 4, being:

O-2122-41 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE No. O-2122-41, FOR FRED THOMAS IV AND HAMPTON HOMES, L.L.C. REQUEST REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR 4.05 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF 1700 N. PORTER AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. SPUD Narrative
4. Pre-Development Summary

and

Item No. 5, being:

PP-2122-11 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2122-11, CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY FRED THOMAS IV, HAMPTON HOMES, L.L.C. AND NORMAN LODGE 38 AF&AM (LANDES ENGINEERING) FOR AVADON TERRACE ADDITION, A SIMPLE PLANNED UNIT DEVELOPMENT FOR 7.48 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF 1700 N. PORTER AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
3. SPUD Narrative
4. Pre-Development Summary

PRESENTATION BY STAFF:

1. Logan Hubble reviewed the staff report, a copy of which is filed with the minutes.
2. Mr. Jablonski asked the threshold between Low and Medium Density.
3. Ms. Hudson responded.
4. Mr. Boeck asked questions.
5. Mr. Jablonski asked about common areas and parks.
6. Ms. Hudson responded.

PRESENTATION BY THE APPLICANT:

1. Steve Landes, Landes Engineering, representing the applicant, responded to some of the previous questions and explained the project.
2. Mr. Boeck made comments.
3. Mr. Jablonski made comments.
4. Mr. Landes explained the detention more in-depth.
5. Mr. McDaniel asked about the NORMAN 2025 designation.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

- 1. Ms. Bird made comments.

Steven McDaniel moved to recommend adoption of Resolution No. R-2122-105 with Low Density Residential Designation, Ordinance No. O-2122-41, and PP-2122-11, to City Council. Michael Jablonski seconded the motion.

- 1. Mr. Boeck made comments.
- 2. Ms. Muckala made procedural recommendations.

Dave Boeck moved to recommend adoption of Resolution No. R-2122-105 with Medium Density Residential Designation to City Council. Michael Jablonski seconded the motion.

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

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

Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-2122-105 to City Council, passed by a vote of 5-1.

Michael Jablonski moved to recommend adoption of Ordinance No. O-2122-41 to City Council. Dave Boeck seconded the motion.

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

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

Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-2122-41 to City Council, passed by a vote of 6-0.

Dave Boeck moved to recommend adoption of PP-2122-11, to City Council. Michael Jablonski seconded the motion.

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

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

Ms. Tromble announced that the motion, to recommend adoption of PP-2122-11 to City Council, passed by a vote of 6-0.

March 25, 2022
Secretary of Norman Planning Commission
201-A West Gray Street (P.O. Box 370)
Norman, OK 73069

To whom it may concern,

I am writing to **PROTEST** the request for **NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING**. Attached is a screenshot from a CMA showing that almost every home sold in Crystal Heights in the past were unoccupied (not including foreclosures), and there is no way to pull the data – but I know that at least two homes on our street are currently completely vacant. Given this information, why are we approving the construction of more homes? Supply costs are up, so of course builders want to build at a premium and then sell well over market value—But what happens when material cost and demand don't align? The market is hitting an unstable mark, and with another crashed market, all Crystal Heights will be left with is an ugly cluster of new-construction homes that sit for years after the market tanks.

As a resident of the Crystal Heights neighborhood, I feel strongly that this request should be **REJECTED** – Further development at this time is unnecessary and only comes with habitat loss, destruction of virgin land, and an uncertain future for the proposed homes to be built here.

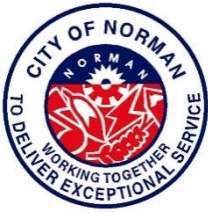
Thank you for your consideration,
Concerned Crystal Heights residents *Terra Court*

Residential			
Pending Properties			
MLS #	Address	Status	SqFt
999984	1814 N Crawford Avenue #1816	PEND	2,118
999284	420 Sunburst Street	PEND	1,505
995305	411 Telstar Street	PEND	2,027
100015	203 Terra Court	PEND	1,724
# LISTINGS:	4	Medians:	1,876
		Minimums:	1,505
		Maximums:	2,118
		Averages:	1,844
Sold Properties			
MLS #	Address	Closed	SqFt
976678	307 Mimosa Drive	10/28/2021	1,750
980508	410 Mimosa Drive	07/08/2021	1,086
982114	417 Mimosa Drive	06/10/2021	1,083
975060	1615 N Crawford Avenue	11/12/2021	1,716
974433	205 Falcon Court	11/05/2021	1,272
975812	1714 Telstar Court	10/13/2021	1,793
957092	403 Sunburst Road	07/09/2021	1,987
# LISTINGS:	7	Medians:	1,716
		Minimums:	1,083
		Maximums:	1,987
		Averages:	1,524

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3/28/22 - JW

File Attachments for Item:

11. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2122-45 UPON READING BY TITLE:: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTION 1 OF THE CHARTER OF THE CITY OF NORMAN BY INCREASING THE STIPEND RECEIVED BY COUNCILMEMBERS AND THE MAYOR AND CREATING A COMPENSATION COMMISSION; AMENDING SECTIONS 2, 5, 6, AND 14 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO INCREASE COUNCILMEMBER TERMS FROM TWO TO THREE YEARS BEGINNING WITH THE 2026 ELECTIONS, CHANGING THE BEGINNING OF THE COUNCILMEMBER AND MAYORAL TERMS TO FOLLOW THE DESIGNATED RUN-OFF ELECTION DATE BEGINNING WITH THE 2025 WARD ELECTIONS AND THE 2028 MAYORAL ELECTION, AND REQUIRING WARD REPRESENTATIVES TO LIVE IN THE WARD SIX MONTHS PRIOR TO SEEKING ELECTION AND PROVIDING EXCEPTIONS WHEN WARD BOUNDARIES CHANGE; AMENDING SECTION 22 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO CLARIFY THAT VACANCIES ON COUNCIL FILLED BY COUNCIL VOTE SHALL BE FILLED FOR THE REMAINDER OF THE TERM IN QUESTION; ADDING ARTICLE V PROVIDING FOR THE CREATION OF THE OFFICE OF THE CITY AUDITOR, PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY AUDITOR BY CITY COUNCIL, SETTING FOR THE DUTIES OF THE CITY AUDITOR, AND PROVIDING FOR THE RENUMBERING OF SUBSEQUENT ARTICLES; AMENDING SECTION 2 OF ARTICLE VII PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY ATTORNEY BY CITY COUNCIL INSTEAD OF THE CITY MANAGER; AMENDING SECTION 1 OF ARTICLE IX TO INCREASE THE NUMBER OF BOARD MEMBERS ON THE NORMAN REGIONAL HOSPITAL AUTHORITY FROM NINE TO ELEVEN AND ALLOWING A MAXIMUM OF TWO BOARD MEMBERS TO BE APPOINTED FROM OTHER COMMUNITIES; AMENDING SECTIONS 1, 2, 3, 4 AND 5 OF ARTICLE XIII OF THE CHARTER OF THE CITY OF NORMAN TO LIMIT THE TIME OF COMMENCING RECALL PROCEEDINGS, TO MODIFY THE PROCESS TO BE CONSISTENT OKLAHOMA STATE LAW, AND TO ALLOW FOR ADDITIONAL TIME TO REVIEW PETITIONS WHEN MULTIPLE PETITIONS ARE RECEIVED; AMENDING SECTION 2 OF ARTICLE XVI TO ALLOW CITY COUNCIL TO IMPOSE A MAXIMUM THREE PERCENT (3%) INCREASE IN UTILITY RATES ONLY AFTER A RATE STUDY AND A RECOMMENDATION FROM A UTILITY RATE COMMISSION; AND AMENDING SECTIONS 2, 3, 4 AND 5 OF ARTICLE XX MODIFYING DEADLINES AND PROCESS FOR THE REAPPORTIONMENT AD HOC COMMITTEE IN CONSIDERATION OF THE STATE'S TIMELINE FOR MODIFYING PRECINCT BOUNDARIES AND LIMITING COUNCIL'S ACTION ON THE COMMITTEE'S RECOMMENDATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: May 10, 2022

REQUESTER: Kathryn Walker, City Attorney

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2122-45 UPON READING BY TITLE:: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTION 1 OF THE CHARTER OF THE CITY OF NORMAN BY INCREASING THE STIPEND RECEIVED BY COUNCILMEMBERS AND THE MAYOR AND CREATING A COMPENSATION COMMISSION; AMENDING SECTIONS 2, 5, 6, AND 14 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO INCREASE COUNCILMEMBER TERMS FROM TWO TO THREE YEARS BEGINNING WITH THE 2026 ELECTIONS, CHANGING THE BEGINNING OF THE COUNCILMEMBER AND MAYORAL TERMS TO FOLLOW THE DESIGNATED RUN-OFF ELECTION DATE BEGINNING WITH THE 2025 WARD ELECTIONS AND THE 2028 MAYORAL ELECTION, AND REQUIRING WARD REPRESENTATIVES TO LIVE IN THE WARD SIX MONTHS PRIOR TO SEEKING ELECTION AND PROVIDING EXCEPTIONS WHEN WARD BOUNDARIES CHANGE; AMENDING SECTION 22 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO CLARIFY THAT VACANCIES ON COUNCIL FILLED BY COUNCIL VOTE SHALL BE FILLED FOR THE REMAINDER OF THE TERM IN QUESTION; ADDING ARTICLE V PROVIDING FOR THE CREATION OF THE OFFICE OF THE CITY AUDITOR, PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY AUDITOR BY CITY COUNCIL, SETTING FOR THE DUTIES OF THE CITY AUDITOR, AND PROVIDING FOR THE RENUMBERING OF SUBSEQUENT ARTICLES; AMENDING SECTION 2 OF ARTICLE VII PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY ATTORNEY BY CITY COUNCIL INSTEAD OF THE CITY MANAGER; AMENDING SECTION 1 OF ARTICLE IX TO INCREASE THE NUMBER OF BOARD MEMBERS ON THE NORMAN REGIONAL HOSPITAL AUTHORITY FROM NINE TO ELEVEN AND ALLOWING A MAXIMUM OF TWO BOARD MEMBERS TO BE APPOINTED FROM OTHER COMMUNITIES; AMENDING SECTIONS 1, 2, 3, 4 AND 5 OF ARTICLE XIII OF THE CHARTER OF THE CITY OF NORMAN TO LIMIT THE TIME OF COMMENCING RECALL PROCEEDINGS, TO MODIFY THE PROCESS TO BE CONSISTENT OKLAHOMA STATE LAW, AND TO ALLOW FOR ADDITIONAL TIME TO

REVIEW PETITIONS WHEN MULTIPLE PETITIONS ARE RECEIVED; AMENDING SECTION 2 OF ARTICLE XVI TO ALLOW CITY COUNCIL TO IMPOSE A MAXIMUM THREE PERCENT (3%) INCREASE IN UTILITY RATES ONLY AFTER A RATE STUDY AND A RECOMMENDATION FROM A UTILITY RATE COMMISSION; AND AMENDING SECTIONS 2, 3, 4 AND 5 OF ARTICLE XX MODIFYING DEADLINES AND PROCESS FOR THE REAPPORTIONMENT AD HOC COMMITTEE IN CONSIDERATION OF THE STATE'S TIMELINE FOR MODIFYING PRECINCT BOUNDARIES AND LIMITING COUNCIL'S ACTION ON THE COMMITTEE'S RECOMMENDATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The Charter Review Commission ("CRC") was appointed in the Summer of 2019 to review specific items as requested by members of the City Council. The CRC met monthly, with the exception of several months missed due to COVID-19. Council held a Special Session on August 3, 2021 to hear the recommendations of the CRC and to decide whether to send each recommendation to the voters for their consideration. Council voted to send five of the recommendations to the voters. Recent discussions have targeted a possible June 28, 2022 election for these ballot measures. Charter amendments are adopted by ordinance. In order to meet the State's deadlines for a June 2022 election, Council will be required to vote on the ordinance on Second Reading no later than April 12, 2022.

At the Special Session on August 3, 2021, Council asked for further discussion on 5 of the recommendations related to term expiration, Council vacancies, utility rates, recall elections, and tax-increment financing. Council discussed these items during its conference on August 24, 2021 and reached consensus on sending the CRC recommendation related to term expiration and filling vacant Council positions forward to the voters and *not* sending any Charter amendments forward related to tax increment financing. Further information and discussion was requested for the CRC recommendations related to utility rates and recall elections. During its meeting of January 4, 2022, Council reached consensus to send forward the CRC recommendations related to recall elections and identified language to send forward related to utility rates as well as changes to the reapportionment process to enable the committee to be responsive to revised precinct boundaries.

DISCUSSION:

Council reviewed the final ballot language during its Study Session on May 3, 2022 and gave additional recommendation to add previously prepared Charter amendments related to the creation of a City Auditor position to the ballot. The ordinance language has been amended to reflect this direction.

Ordinance O-2122-46 calls the Special Election for voter consideration of the Charter amendments and sets forth 9 propositions that will appear on the ballot.

RECOMMENDATION:

If Ordinances O-2122-45 and O-2122-46 are adopted on Second and Final Reading on May 26, 2022, an election will be set on August 22, 2022 for voter consideration of nine propositions.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTION 1 OF THE CHARTER OF THE CITY OF NORMAN BY INCREASING THE STIPEND RECEIVED BY COUNCILMEMBERS AND THE MAYOR AND CREATING A COMPENSATION COMMISSION; AMENDING SECTIONS 2, 5, 6, AND 14 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO INCREASE COUNCILMEMBER TERMS FROM TWO TO THREE YEARS BEGINNING WITH THE 2026 ELECTIONS, CHANGING THE BEGINNING OF THE COUNCILMEMBER AND MAYORAL TERMS TO FOLLOW THE DESIGNATED RUN-OFF ELECTION DATE BEGINNING WITH THE 2025 WARD ELECTIONS AND THE 2028 MAYORAL ELECTION, AND REQUIRING WARD REPRESENTATIVES TO LIVE IN THE WARD SIX MONTHS PRIOR TO SEEKING ELECTION AND PROVIDING EXCEPTIONS WHEN WARD BOUNDARIES CHANGE; AMENDING SECTION 22 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO CLARIFY THAT VACANCIES ON COUNCIL FILLED BY COUNCIL VOTE SHALL BE FILLED FOR THE REMAINDER OF THE TERM IN QUESTION; ADDING ARTICLE V PROVIDING FOR THE CREATION OF THE OFFICE OF THE CITY AUDITOR, PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY AUDITOR BY CITY COUNCIL, SETTING FOR THE DUTIES OF THE CITY AUDITOR, AND PROVIDING FOR THE RENUMBERING OF SUBSEQUENT ARTICLES; AMENDING SECTION 2 OF ARTICLE VII PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY ATTORNEY BY CITY COUNCIL INSTEAD OF THE CITY MANAGER; AMENDING SECTION 1 OF ARTICLE IX TO INCREASE THE NUMBER OF BOARD MEMBERS ON THE NORMAN REGIONAL HOSPITAL AUTHORITY FROM NINE TO ELEVEN AND ALLOWING A MAXIMUM OF TWO BOARD MEMBERS TO BE APPOINTED FROM OTHER COMMUNITIES; AMENDING SECTIONS 1, 2, 3, 4 AND 5 OF ARTICLE XIII OF THE CHARTER OF THE CITY OF NORMAN TO LIMIT THE TIME OF COMMENCING RECALL PROCEEDINGS, TO MODIFY THE PROCESS TO BE CONSISTENT OKLAHOMA STATE LAW, AND TO ALLOW FOR ADDITIONAL TIME TO REVIEW PETITIONS WHEN MULTIPLE PETITIONS ARE RECEIVED; AMENDING SECTION 2 OF ARTICLE XVI TO ALLOW CITY COUNCIL TO IMPOSE A MAXIMUM THREE PERCENT (3%) INCREASE IN UTILITY RATES ONLY AFTER A RATE STUDY AND A RECOMMENDATION FROM A UTILITY RATE COMMISSION; AND AMENDING SECTIONS 2, 3, 4 AND 5 OF ARTICLE XX MODIFYING DEADLINES AND PROCESS FOR THE REAPPORTIONMENT AD HOC COMMITTEE IN CONSIDERATION OF THE STATE'S TIMELINE FOR MODIFYING PRECINCT BOUNDARIES AND LIMITING COUNCIL'S ACTION ON THE COMMITTEE'S RECOMMENDATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, Resolution No. R-1819-66, as amended, was adopted by the Council of the City of Norman on July 23, 2019 and established a Charter Review Commission to conduct a targeted review of the Norman City Charter; and
- § 2. WHEREAS, the Charter Review Commission presented ten (10) recommendations for amendments to the City Charter to the City Council on August 3, 2021; and
- § 3. WHEREAS, on August 3, 2021, the Council voted affirmatively to place five (5) of the recommendations on an election ballot for consideration by the voters, and asked for further discussion on the remaining five (5) recommendations of the Charter Review Commission; and
- § 4. WHEREAS, on August 24, 2021, the Council, after additional discussion, reached consensus to place two (2) additional recommendations of the Charter Review Commission on an election ballot for consideration by the voters; and
- § 5. WHEREAS, on January 4, 2022, the Council had additional discussion on two additional recommendations of the Charter Review Commission, as well as a discussion about the Reapportionment Process, and reached consensus to place one (1) additional recommendation of the Charter Review Commission, modify and place an additional question initially considered by the Charter Review Consideration, and place changes to the Reapportionment Process outlined in the Charter on a ballot for consideration by the voters.
- § 6. WHEREAS, on May 3, 2022, Council had additional discussion on the proposed Charter changes and ballot language and provided direction to include the addition of a City Auditor position to the Charter; and
- § 7. WHEREAS, pursuant to the provisions of Section 12, Article XVII of the Charter of the City of Norman, said amendments must be submitted to the registered voters of the City for their approval before the same become effective.

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

- § 8. That, the Mayor is hereby authorized and directed to call a special election to be held in the City on the 23rd day of August, 2022, for the purpose of submitting to the registered voters of the City the various proposed amendments to the Charter of said City, to-wit:
- § 9. That, Section 1 of Article II of the Charter of the City of Norman, Oklahoma shall be amended to read as follows:

Section 1. – Elected Officers: Powers and duties; stipend.

* * * *

The Mayor shall receive an annual stipend of \$8,100 for his or her service per annum, payable monthly beginning with the mayoral term that begins in 2025. Each of the Councilmembers shall receive an annual stipend of \$5,400 per annum, payable monthly, beginning with the terms that begin in 2025. The Mayor, with the consent of Council, shall appoint a five-member Compensation Commission to determine and set the appropriate monthly stipend for the Mayor and each of the Councilmembers ~~shall receive~~ based on the consumer price index, the City's overall budget, and other relevant factors every three years thereafter. Said Compensation Commission shall be appointed every three years and any monthly stipend increases approved by the Commission shall not become effective until the following Council or Mayoral (as applicable) term.

§ 10. That, Section 2, 5, 6 and 14 of Article II of the Charter of the City of Norman, Oklahoma shall be amended to read as follows:

Section 2. - Term of office.

The term of Councilmembers shall be for a period of two years through the 2025 elections. Beginning with the 2026 elections, elections for Councilmembers shall occur every three years, with the even-numbered ward elections occurring in 2026 and every three years thereafter, and the odd-numbered ward elections occurring in 2027 and every three years thereafter, The terms of Councilmembers chosen to represent Council wards two (2), four (4), six (6), and eight (8) shall begin on the first Tuesday of July of the next even numbered year after their election through July 2024. Beginning in 2026, the terms of Councilmembers chosen to represent even-numbered wards shall begin at six-thirty in the evening (6:30pm) on the first Tuesday following the date of the scheduled run-off election for such offices.

The term of Councilmembers chosen to represent Council wards one (1), three (3), five (5), and seven (7) shall begin on the first Tuesday of July of the next odd numbered year after their election through July 2023. Beginning in 2025, the terms of Councilmembers chosen to represent odd-numbered wards shall begin at six-thirty in the evening (6:30pm) on the first Tuesday following the date of the scheduled run-off election for such offices.

Each elected officer shall continue to hold and to perform the duties of his office until his successor is elected and qualified, unless he is removed or forfeits his office under other provisions of this Charter.

Elections for Mayor shall ~~be~~ occur every three (3) years. The term of the Mayor shall ~~expire~~ begin on the first Tuesday of July and each three (3) years thereafter through July 2025. Beginning with the 2028 election, and every third year thereafter, the term of the Mayor shall begin at six-thirty in the evening (6:30pm) on the first Tuesday following the date of the scheduled run-off election for such offices.

For purposes of filing and election to the positions of City Council, only persons who have been duly registered to vote in accordance with state law within the City of

Norman and reside within the ward for which they seek election for the six months prior to the date of the municipal election shall be eligible to seek election to the City Council. If a candidate's ward designation has changed in the six months prior to the election due to reapportionment, then the requirement of six months durational residency shall be waived, although the candidate is still required to live in the newly established boundaries of the ward for which he or she seeks office.

* * * *

Section 5. – Municipal Elections.

By resolution duly adopted each year, the City Council shall designate a date in the following year, which is approved under then-current state law, for the holding of Norman's municipal election, at which time there will be election contests conducted by the Cleveland County Election Board for each of the following positions for which two (2) or more qualified (as described above) registered voters have filed for office: wards two (2), four (4), six (6), and eight (8) in even-numbered years; wards one (1), three (3), five (5), and seven (7) in odd-numbered years; and Mayor in 2007 and each third year thereafter. Beginning in 2026, and every third year thereafter, elections for the following wards should be held, provided two (2) or more qualified (as described above) registered voters have filed for office: wards two (2), four (4), six (6), and eight (8). Beginning in 2027, and every third year thereafter, elections for the following wards should be held, provided two (2) or more qualified (as described above) registered voters have filed for office: wards one (1), three (3), five (5), and seven (7). If allowed by then-current state law, the date for municipal elections shall be in February. In each such municipal election, a person receiving a majority of votes cast shall be deemed to be the winner. If no person receives a majority of votes in the municipal election, the two candidates receiving the most votes shall proceed in the municipal runoff election, described below. If two or more persons tie for second place in the municipal election, and the person receiving the most votes did not receive a majority of votes cast, then the second-place nominee shall be determined from among those tying, fairly by lot, by the Cleveland County Election Board. If three or more persons tie for first place in the municipal election, then the two municipal runoff election nominees shall be determined from among those tying, fairly by lot, by the Cleveland County Election Board.

Section 6. – Municipal Runoff Elections.

By resolution duly adopted each year, the City Council shall designate a date in the following year that is subsequent to the date chosen for Norman's municipal election described in Section 5 herein, which is approved under then-current state law, for the holding of Norman's municipal runoff election, at which time there will be runoff election contests, if necessary, conducted by the Cleveland County Election Board for each of the following positions for which two (2) or more qualified (as described above) registered voters have filed for office: wards two (2), four (4), six (6), and eight (8) in even-numbered years through 2024; wards one (1), three (3), five (5), and seven (7) in odd-numbered years through 2025; and Mayor in 2007 and each third year thereafter. Beginning in 2026, and

every third year thereafter, elections for the following wards should be held, provided two (2) or more qualified (as described above) registered voters have filed for office: wards two (2), four (4), six (6), and eight (8). Beginning in 2027, and every third year thereafter, elections for the following wards should be held, provided two (2) or more qualified (as described above) registered voters have filed for office: wards one (1), three (3), five (5), and seven (7). If allowed by then-current state law, the date for municipal runoff elections shall be in April.

Section 14. – Form of ballot.

In years in which the terms of the odd numbered wards expire, the names of the candidates for City Council for each Council ward numbered one (1), three (3), five (5) and seven (7) shall appear upon the ballot in the appropriate ward of the City and placed under the words: "For Councilmember in Ward No. _____", followed by the instruction in each case: "Vote for One".

In years in which the terms of the even numbered wards expire, the names of the candidates for City Council for each Council ward numbered two (2), four (4), six (6) and eight (8) shall appear upon the ballot in the appropriate ward of the City and placed under the words: "For Councilmember in Ward No. _____", followed by the instruction in each case: "Vote for One".

In the years in which the Mayor's term expires, the names of candidates for Mayor shall be placed upon the ballot under the words: "For Mayor", followed by the instruction: "Vote for One".

§ 11. That, Section 22 of Article II of the Charter of Norman, Oklahoma, shall be amended to read as follows:

Section 22. – Vacancies in office.

* * * * *
Any vacancy occurring on the City Council shall be filled by a majority vote of the remaining members of the City Council for the balance of the unexpired term; provided, however, if the City Council does not fill the vacancy by appointment within sixty (60) days after the same occurs, it shall be mandatory on the part of the City Council to call and schedule a special election to fill the vacancy for the unexpired term, which election shall be held for the election of a City Councilmember, only, and said election shall be conducted in the same manner as a regular municipal election.

§ 12. That, a new Article V shall be added to the Charter of Norman, Oklahoma and that existing Articles V-XX be renumbered accordingly to read as follows:

Section 1. – Office created.

The office of City Auditor is hereby created.

Section 2. – Appointment and Removal of City Auditor.

Council shall by an affirmative vote of five (5) members appoint a City Auditor, who shall serve at the pleasure of the City Council as a full-time at-will employee. He or she shall be chosen by the Council solely upon the basis of his or her qualifications, including graduation from an accredited college or university with a bachelor’s degree in accounting, finance or a related field, Certified Public Accountant (CPA) and with a minimum of five (5) years of professional level experience in auditing, and without regard to age, race, color, religion, ancestry, national origin, sex or place of birth, and need not, when appointed, be a resident of the City or State. No member of the Council shall, during the time for which he is elected, be chosen City Auditor, nor for two years after he or she ceases to be a member. In case of absence or disability of the City Auditor, the Council may designate some qualified person to perform the duties of the office during such absence or disability. The City Auditor may be removed or suspended at any time, upon an affirmative vote of five (5) members of the Council. Should at least four (4) Councilmembers desire that a majority of Council discuss removal or suspension of the City Auditor, then a notice of such a request shall be filed with the City Clerk, who shall then place an item for Executive Session for that purpose on the Agenda of the next regularly scheduled Council meeting or at a special meeting of the Council called for that purpose. In the event Council should desire to suspend or remove the City Auditor following the Executive Session, an additional item shall be included on the same Agenda of the meeting in which the Executive Session is to be held to consider immediate suspension or removal of the City Auditor. If the Council suspends or removes the City Auditor from office, the Council may provide for the temporary performance of the City Auditor’s duties. The action of the Council in suspending or removing the City Auditor shall be final, it being the intention of this Charter to vest all authority and fix all responsibility for such suspension or removal in the Council.

Section 3. – Duties of the City Auditor.

It shall be the City Auditor’s duty to advise the Council and each member thereof, and the City Manager, of operational and financial audits relating to the efficient and economical operation of Norman City government, and other related matters as may be required by the Council or the City Manager. The foregoing provisions shall not be deemed to prevent the City Manager, with the approval of a majority of the City Council, from employing private auditors as it is deemed necessary.

ARTICLE VI. – CITY CLERK

* * *

ARTICLE VII. – MUNICIPAL COURT

* * *

ARTICLE VIII. – CITY ATTORNEY

* * *

ARTICLE IX. – CITY PARKS

* * *

ARTICLE X. – HOSPITAL

* * *

ARTICLE XI. – REMOVAL

* * *

ARTICLE XII. – LEGISLATIVE DEPARTMENT

* * *

ARTICLE XIII. – ORDINANCES

* * *

ARTICLE XIV. – RECALL OF ELECTIVE OFFICERS

* * *

ARTICLE XV. – REVENUE

* * *

ARTICLE XVI. – PUBLIC SERVICE CORPORATIONS

* * *

ARTICLE XVII. – MUNICIPALLY OWNED UTILITIES

* * *

ARTICLE XVIII. – MISCELLANEOUS PROVISIONS.

* * *

ARTICLE XIX. – LABOR RELATIONS

* * *

ARTICLE XX. – PLANNING; ZONING AND SUBDIVISION REGULATIONS

* * *

ARTICLE XXI. – REAPPORTIONMENT

* * *

§ 13. That, Section 2 of Article VII of the Charter of the City of Norman, Oklahoma, shall be amended to read as follows:

Section 2. – Appointment and removal of City Attorney.

Council shall by an affirmative vote of five (5) members appoint a City Attorney, who shall serve at the pleasure of the City Council as an at-will employee. He or she shall be chosen by the Council solely upon the basis of his or her qualifications, without regard to age, race, color, religion, ancestry, national origin, sex or place of birth, and need not, when appointed, be a resident of the City or State. No member of the Council shall, during the time for which he is elected, be chosen City Attorney, nor for two years after he ceases to be a member. In case of absence or disability of the City Attorney, the Council may designate some qualified person to perform the duties of the office during such absence or disability. The City Attorney may be removed or suspended at any time, upon an affirmative vote of five (5) members of the Council. Should at least four (4) Councilmembers desire that a majority of Council discuss removal or suspension of the City Attorney, then a notice of such a request shall be filed with the City Clerk, who shall then place an item for Executive Session for that purpose on the Agenda of the next regularly scheduled Council meeting or at a special meeting of the Council called for that purpose. In the event Council should desire to suspend or remove the City Attorney following the Executive Session, an additional item shall be included on the same Agenda of the meeting in which the Executive Session is to be held to consider immediate suspension or removal of the City Attorney. If the Council suspends or removes the City Attorney from office, the Council may provide for the temporary performance of the City Attorney’s duties. The action of the Council in suspending or removing the City Attorney shall be final, it being the intention of this Charter to vest all authority and fix all responsibility for such suspension or removal in the Council.

§ 14. That, Section 1 of Article IX of the Charter of Norman, Oklahoma, shall be amended to read as follows:

Section 1. – Appointment of Board.

The Mayor, with the approval of the City Councilmembers, shall appoint a Board of Norman Regional Hospital Authority consisting of eleven registered voters who shall serve for a term of three years. At least nine of the board members shall be Norman residents. A maximum of two members may be appointed from other communities in which the Norman Regional Hospital Authority operates at least one facility. In case of

a vacancy in the Board, an appointment to fill the unexpired term shall be made in the same manner as the original appointments. The City Manager shall be an ex-officio member of the Board of Norman Regional Hospital Authority but he shall have no vote. His advice and services shall be given to the Board in the planning and execution of its work.

§ 15. That, Sections 1, 2, 3, 4 and 5 of Article XIII of the Charter of the City of Norman shall be amended as follows:

Section 1. - Time of commencing proceedings.

The holder of any elective office, either by election or appointment to fill a vacancy, may be removed at any time during the time period beginning six months from the date of his accession to said office and ending six months prior to the expiration of the current term of the elected official so subject to recall, by the registered voters qualified to vote for a successor to such incumbent, in the following manner:

Section 2. - Filing of petition; validation of signatures.

A petition bearing the signatures, names and addresses of twenty-five per cent (25%) of the registered voters qualified to vote for the officer whose recall is sought, shall be necessary to initiate recall proceedings. The City Clerk shall maintain on file and for public use proper petition forms that are in substantial conformance with the form provided in State law for referendum petitions to initiate such proceedings.

At the top of each page of said petition(s) there shall be a simple statement of the gist of the recall proposition: "If successful, this petition will allow the voters to decide whether to recall [insert elected officer] prior to the expiration of his/her term, or allow him/her to continue to serve in office."

The petition must be returned to the City Clerk within thirty (30) days of its initiation in order to be valid. Failure to return the petition(s) within the proper time limits shall render them null and void.

Upon receipt of the petition(s), the City Clerk shall inspect said petition(s) to see that all the signatures are valid and that they are those of registered voters eligible to vote for the office from which the officer's removal is sought. Such inspection by the City Clerk shall be completed in a reasonable amount of time, not to exceed thirty (30) days for one petition to recall a ward representative, sixty (60) days for a petition to recall the Mayor, and ninety (90) days if multiple petitions are undergoing inspection concurrently.

Section 3. – Notice and publication.

The City Clerk shall cause to be published upon the filing of the said petition with the City Clerk's office, in some newspaper of general circulation in the City of Norman a

notice to the voters, stating the name of the officer(s) whose recall is sought and the time limit within which said petition(s) must be signed. Further, the City Clerk shall cause to be mailed to the officer(s) whose recall is sought an official notice that the petition has been commenced and the time limit in which it must be completed. Such notice shall be by certified mail, return receipt requested, and the refusal of the officer(s) to accept delivery shall in no way affect the validity of the notice. Failure of the City Clerk to keep the City Clerk's office open during regular office hours, which failure prevents the proper filing of said petition(s), shall be adjudged a misdemeanor and upon conviction thereof the Clerk shall be punished by a fine of not less than ten dollars and not more than fifty dollars, and each day said City Clerk violates the provisions hereof shall constitute a separate and distinct offense. In the event such a failure on the part of the City Clerk occurs, petitioners may file the petition(s) with the City Manager.

In addition to publishing notice upon receipt of a petition, the City Clerk shall also publish notice in advance of any recall election in accordance with Title 34, Section 17 of the Oklahoma Statutes.

Section 4. – Calling election; votes required for recall.

Upon determination by the City Clerk that the petition(s) bear the signatures of the requisite number of registered voters, said petition(s) shall be presented by the City Clerk to the City Council which body shall, in accordance with state election laws, call a recall election.

The recall shall be adopted when the total number of votes in favor of the recall is a majority of all the votes cast on the issue and that majority equals a majority of all the votes cast in the most recent previous election for the particular office in question. Should more than four Councilmembers be recalled in the same recall election, then an affirmative vote of a majority of the remaining seated Councilmembers shall be sufficient to take any action until the vacancies resulting from the recall are filled as set forth herein.

Section 5. – Election to fill vacancy created by recall.

In the event the recall is adopted, a vacancy shall be declared and an election shall be called for the next available election date in accordance with state election laws. Qualification to be a candidate shall be as for a regular election as set out in Article II. Election shall be by a plurality of the votes cast and shall be certified in the regular manner.

§ 16. That, Section 2 of Article XVI of the Charter of the City of Norman shall be amended as follows:

Section 2. – Utility Rate Increases within the Control of the City of Norman

Prior to any proposed increase in utility rates, Staff shall prepare a rate study for the utility for which a rate increase is proposed. A nine-member Utility Rate Commission shall be appointed by the Mayor, with the consent of Council, with members representing

each ward and one at-large member for the purpose of reviewing proposed utility increases and the corresponding rate study. Upon receipt of the rate study and the recommendation of the Utility Rate Commission, the City Council may adopt an ordinance imposing a rate increase provided it does not exceed three percent. Any proposed rate increase that exceeds a three percent increase over existing rates must be submitted to the legal voters of the City for their approval or rejection at the next regular general election, or at a special election which might be called for such purpose.

§ 17. That, Sections 2, 3, 4 and 5 of Article XX of the Charter of the City of Norman shall be amended as follows:

Section 2. Appointment and meetings of the Reapportionment Ad Hoc Committee.

The Reapportionment Ad Hoc Committee shall meet to review and make recommendations on ward boundaries as follows:

- a. When the City proposes to annex or de-annex property; or
- b. After the release of new precinct information by the Election Board pursuant to the release of the final Federal Decennial Census; or
- c. Upon the unanimous recommendation of City Council.

In the case of proposed annexation or de-annexation, members of the Reapportionment Ad Hoc Committee shall be appointed within ninety (90) days of adoption of any such proposal. For purposes of reviewing the Federal Decennial Census, members of the Reapportionment Committee shall be appointed within thirty (30) days of the release of new precinct information for Norman by the Election Board. The Reapportionment Ad Hoc Committee's members shall be residents and registered voters of the City's wards, (one at-large and one from each ward).

Section 3. Criteria for ward boundaries.

No later than one hundred and eighty (180) days after the appointment of the Reapportionment Ad Hoc Committee pursuant to Section 2(a) or 2(c) herein, or after the release by the Election Board of new precinct information for Norman when the Committee is appointed pursuant to Section 2(b) herein, the Committee shall pass and refer to the City Council a resolution to retain or readjust the wards and their boundaries to comply with the standards set out herein. Wards should be formed so as to equalize, as nearly as practicable, the population of the several wards. In addition, each ward should be formed of compact, contiguous territory with boundaries drawn to reflect and respond to communities of common interest, ethnic background, and physical boundaries, to the extent reasonably possible. Ward lines shall not create artificial corridors which in effect separates voters from the ward to which they most naturally belong.

Section 4. Public hearing on proposed boundaries; votes required for passage.

Prior to voting on the resolution, the Reapportionment Ad Hoc Committee shall hold a public hearing thereon. At least five (5) votes shall be required for passage of the resolution, and the vote on passage shall be by roll call and shall be entered in the minutes of the Committee. A map showing the wards and their boundaries shall be appended to the resolution.

Section 5. Council shall have final authority.

The resolution shall then be referred to the City Council which shall, within thirty (30) days, conduct a public hearing on the proposed resolution and adopt the resolution without modification, reject the resolution, or send the resolution back to the Reapportionment Ad Hoc Committee for further consideration. If any changes in ward boundaries are adopted by City Council, such changes shall also be adopted by ordinance and codified in the Code of the City of Norman.

Thereupon, the new wards and boundaries shall supersede the previous wards and boundaries for purposes of the next primary and general election set by the City Council, and for all other purposes on the day on which the terms of the Councilmembers elected that year begin.

- § 18. That the remaining portions of the Articles and Sections referred to herein shall remain unchanged.
- § 19. That the amendments of the City Charter proposed herein shall be effective provided by law.
- § 20. **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 ordinance.

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ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

Breea D. Clark, Mayor

Breea D. Clark, Mayor

ATTEST:

Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTION 1 OF THE CHARTER OF THE CITY OF NORMAN BY INCREASING THE STIPEND RECEIVED BY COUNCILMEMBERS AND THE MAYOR AND CREATING A COMPENSATION COMMISSION; AMENDING SECTIONS 2, 5, 6, AND 14 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO INCREASE COUNCILMEMBER TERMS FROM TWO TO THREE YEARS BEGINNING WITH THE 2026 ELECTIONS, CHANGING THE BEGINNING OF THE COUNCILMEMBER AND MAYORAL TERMS TO FOLLOW THE DESIGNATED RUN-OFF ELECTION DATE BEGINNING WITH THE 2025 WARD ELECTIONS AND THE 2028 MAYORAL ELECTION, AND REQUIRING WARD REPRESENTATIVES TO LIVE IN THE WARD SIX MONTHS PRIOR TO SEEKING ELECTION AND PROVIDING EXCEPTIONS WHEN WARD BOUNDARIES CHANGE; AMENDING SECTION 22 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO CLARIFY THAT VACANCIES ON COUNCIL FILLED BY COUNCIL VOTE SHALL BE FILLED FOR THE REMAINDER OF THE TERM IN QUESTION; ADDING ARTICLE V PROVIDING FOR THE CREATION OF THE OFFICE OF THE CITY AUDITOR, PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY AUDITOR BY CITY COUNCIL, SETTING FOR THE DUTIES OF THE CITY AUDITOR, AND PROVIDING FOR THE RENUMBERING OF SUBSEQUENT ARTICLES; AMENDING SECTION 2 OF ARTICLE VII PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY ATTORNEY BY CITY COUNCIL INSTEAD OF THE CITY MANAGER; AMENDING SECTION 1 OF ARTICLE IX TO INCREASE THE NUMBER OF BOARD MEMBERS ON THE NORMAN REGIONAL HOSPITAL AUTHORITY FROM NINE TO ELEVEN AND ALLOWING A MAXIMUM OF TWO BOARD MEMBERS TO BE APPOINTED FROM OTHER COMMUNITIES; AMENDING SECTIONS 1, 2, 3, 4 AND 5 OF ARTICLE XIII OF THE CHARTER OF THE CITY OF NORMAN TO LIMIT THE TIME OF COMMENCING RECALL PROCEEDINGS, TO MODIFY THE PROCESS TO BE CONSISTENT OKLAHOMA STATE LAW, AND TO ALLOW FOR ADDITIONAL TIME TO REVIEW PETITIONS WHEN MULTIPLE PETITIONS ARE RECEIVED; AMENDING SECTION 2 OF ARTICLE XVI TO ALLOW CITY COUNCIL TO IMPOSE A MAXIMUM THREE PERCENT (3%) INCREASE IN UTILITY RATES ONLY AFTER A RATE STUDY AND A RECOMMENDATION FROM A UTILITY RATE COMMISSION; AND AMENDING SECTIONS 2, 3, 4 AND 5 OF ARTICLE XX MODIFYING DEADLINES AND PROCESS FOR THE REAPPORTIONMENT AD HOC COMMITTEE IN CONSIDERATION OF THE STATE'S TIMELINE FOR MODIFYING PRECINCT BOUNDARIES AND LIMITING COUNCIL'S ACTION ON THE COMMITTEE'S RECOMMENDATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, Resolution No. R-1819-66, as amended, was adopted by the Council of the City of Norman on July 23, 2019 and established a Charter Review Commission to conduct a targeted review of the Norman City Charter; and
- § 2. WHEREAS, the Charter Review Commission presented ten (10) recommendations for amendments to the City Charter to the City Council on August 3, 2021; and
- § 3. WHEREAS, on August 3, 2021, the Council voted affirmatively to place five (5) of the recommendations on an election ballot for consideration by the voters, and asked for further discussion on the remaining five (5) recommendations of the Charter Review Commission; and
- § 4. WHEREAS, on August 24, 2021, the Council, after additional discussion, reached consensus to place two (2) additional recommendations of the Charter Review Commission on an election ballot for consideration by the voters; and
- § 5. WHEREAS, on January 4, 2022, the Council had additional discussion on two additional recommendations of the Charter Review Commission, as well as a discussion about the Reapportionment Process, and reached consensus to place one (1) additional recommendation of the Charter Review Commission, modify and place an additional question initially considered by the Charter Review Consideration, and place changes to the Reapportionment Process outlined in the Charter on a ballot for consideration by the voters.
- § 6. WHEREAS, on May 3, 2022, Council had additional discussion on the proposed Charter changes and ballot language and provided direction to include the addition of a City Auditor position to the Charter; and
- § 7. WHEREAS, pursuant to the provisions of Section 12, Article XVII of the Charter of the City of Norman, said amendments must be submitted to the registered voters of the City for their approval before the same become effective.

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

- § 8. That, the Mayor is hereby authorized and directed to call a special election to be held in the City on the 23rd day of August, 2022, for the purpose of submitting to the registered voters of the City the various proposed amendments to the Charter of said City, to-wit:
- § 9. That, Section 1 of Article II of the Charter of the City of Norman, Oklahoma shall be amended to read as follows:

Section 1. – Elected Officers: Powers and duties; stipend.

* * * *

The Mayor shall receive an annual stipend of \$8,100 for his or her service per annum, payable monthly beginning with the mayoral term that begins in 2025. Each of the Councilmembers shall receive an annual stipend of \$5,400 per annum, payable monthly, beginning with the terms that begin in 2025. The Mayor, with the consent of Council, shall appoint a five-member Compensation Commission to determine and set the appropriate monthly stipend for the Mayor and each of the Councilmembers shall receive based on the consumer price index, the City's overall budget, and other relevant factors every three years thereafter. Said Compensation Commission shall be appointed every three years and any monthly stipend increases approved by the Commission shall not become effective until the following Council or Mayoral (as applicable) term, a stipend for their services, fifty dollars per month, plus ten dollars for each regular or special meeting attended, provided, however, that no Councilmember shall receive more than one hundred dollars total stipend for any given calendar month.

- § 10. That, Section 2, 5, 6 and 14 of Article II of the Charter of the City of Norman, Oklahoma shall be amended to read as follows:

Section 2. - Term of office.

The term of Councilmembers shall be for a period of two years through the 2025 elections. Beginning with the 2026 elections, elections for Councilmembers shall occur every three years, with the even-numbered ward elections occurring in 2026 and every three years thereafter, and the odd-numbered ward elections occurring in 2027 and every three years thereafter. The terms of Councilmembers chosen to represent Council wards two (2), four (4), six (6), and eight (8) shall ~~expire~~begin on the first Tuesday of July of the next even numbered year after their election through July 2024. Beginning in 2026, the terms of Councilmembers chosen to represent even-numbered wards shall begin at six-thirty in the evening (6:30pm) on the first Tuesday following the date of the scheduled run-off election for such offices.

The term of Councilmembers chosen to represent Council wards one (1), three (3), five (5), and seven (7) shall ~~expire~~begin on the first Tuesday of July of the next odd numbered year after their election through July 2023. Beginning in 2025, the terms of Councilmembers chosen to represent odd-numbered wards shall begin at six-thirty in the evening (6:30pm) on the first Tuesday following the date of the scheduled run-off election for such offices.

Each elected officer shall continue to hold and to perform the duties of his office until his successor is elected and qualified, unless he is removed or forfeits his office under other provisions of this Charter.

The term of office of the Mayor elected at regular elections, Elections for Mayor shall be occur every three (3) years. The term of the Mayor shall ~~expire~~begin on the first Tuesday of July and each three (3) years thereafter through July 2025. Beginning with the 2028 election, and every third year thereafter, the term of the Mayor shall begin at six-thirty in the evening (6:30pm) on the first Tuesday following the date of the scheduled run-off election for such offices.

For purposes of filing and election to the positions of City Council, only persons who have been duly registered to vote in accordance with state law within the City of Norman and reside within the ward for which they seek election for the six months prior to the date of the municipal election ~~and reside in the ward from which they seek election, on the date of their filing,~~ shall be eligible to seek election to the City Council. If a candidate's ward designation has changed in the six months prior to the election due to reapportionment, then the requirement of six months durational residency shall be waived, although the candidate is still required to live in the newly established boundaries of the ward for which he or she seeks office.

* * * *

Section 5. – Municipal Elections.

By resolution duly adopted each year, the City Council shall designate a date in the following year, which is approved under then-current state law, for the holding of Norman's municipal election, at which time there will be election contests conducted by the Cleveland County Election Board for each of the following positions for which two (2) or more qualified (as described above) registered voters have filed for office: wards two (2), four (4), six (6), and eight (8) in even-numbered years; wards one (1), three (3), five (5), and seven (7) in odd-numbered years; and Mayor in 2007 and each third year thereafter. Beginning in 2026, and every third year thereafter, elections for the following wards should be held, provided two (2) or more qualified (as described above) registered voters have filed for office: wards two (2), four (4), six (6), and eight (8). Beginning in 2027, and every third year thereafter, elections for the following wards should be held, provided two (2) or more qualified (as described above) registered voters have filed for office: wards one (1), three (3), five (5), and seven (7). If allowed by then-current state law, the date for municipal elections shall be in February. In each such municipal election, a person receiving a majority of votes cast shall be deemed to be the winner. If no person receives a majority of votes in the municipal election, the two candidates receiving the most votes shall proceed in the municipal runoff election, described below. If two or more persons tie for second place in the municipal election, and the person receiving the most votes did not receive a majority of votes cast, then the second-place nominee shall be determined from among those tying, fairly by lot, by the Cleveland County Election Board. If three or more persons tie for first place in the municipal election, then the two municipal runoff election nominees shall be determined from among those tying, fairly by lot, by the Cleveland County Election Board.

Section 6. – Municipal Runoff Elections.

By resolution duly adopted each year, the City Council shall designate a date in the following year that is subsequent to the date chosen for Norman's municipal election described in Section 5 herein, which is approved under then-current state law, for the holding of Norman's municipal runoff election, at which time there will be runoff election

contests, if necessary, conducted by the Cleveland County Election Board for each of the following positions for which two (2) or more qualified (as described above) registered voters have filed for office: wards two (2), four (4), six (6), and eight (8) in even-numbered years through 2024; wards one (1), three (3), five (5), and seven (7) in odd-numbered years through 2025; and Mayor in 2007 and each third year thereafter. Beginning in 2026, and every third year thereafter, elections for the following wards should be held, provided two (2) or more qualified (as described above) registered voters have filed for office: wards two (2), four (4), six (6), and eight (8). Beginning in 2027, and every third year thereafter, elections for the following wards should be held, provided two (2) or more qualified (as described above) registered voters have filed for office: wards one (1), three (3), five (5), and seven (7). If allowed by then-current state law, the date for municipal runoff elections shall be in April.

Section 14. – Form of ballot.

In ~~odd-numbered~~ years in which the terms of the odd numbered wards expire, the names of the candidates for City Council for each Council ward numbered one (1), three (3), five (5) and seven (7) shall appear upon the ballot in the appropriate ward of the City and placed under the words: "For Councilmember in Ward No. _____", followed by the instruction in each case: "Vote for One".

In ~~even-numbered~~ years in which the terms of the even numbered wards expire, the names of the candidates for City Council for each Council ward numbered two (2), four (4), six (6) and eight (8) shall appear upon the ballot in the appropriate ward of the City and placed under the words: "For Councilmember in Ward No. _____", followed by the instruction in each case: "Vote for One".

In the years in which the Mayor's term expires, the names of candidates for Mayor shall be placed upon the ballot under the words: "For Mayor", followed by the instruction: "Vote for One".

- § 11. That, Section 22 of Article II of the Charter of Norman, Oklahoma, shall be amended to read as follows:

Section 22. – Vacancies in office.

* * * * *
Any vacancy occurring on the City Council shall be filled by a majority vote of the remaining members of the City Council for a ~~period extending until the next regular municipal election, at which time an election, conducted as provided by this Charter and applicable State law, shall be held to fill any~~ the balance of the unexpired term; provided, however, if the City Council does not fill the vacancy by appointment within sixty (60) days after the same occurs, it shall be mandatory on the part of the City Council to call and schedule a special election to fill the vacancy for the unexpired term, which election shall be held for the election of a City Councilmember, only, and said election shall be conducted in the same manner as a regular municipal election.

§ 12. That, a new Article V shall be added to the Charter of Norman, Oklahoma and that existing Articles V-XX be renumbered accordingly to read as follows:

Section 1. – Office created.

The office of City Auditor is hereby created.

Section 2. – Appointment and Removal of City Auditor.

Council shall by an affirmative vote of five (5) members appoint a City Auditor, who shall serve at the pleasure of the City Council as a full-time at-will employee. He or she shall be chosen by the Council solely upon the basis of his or her qualifications, including graduation from an accredited college or university with a bachelor’s degree in accounting, finance or a related field, Certified Public Accountant (CPA) and with a minimum of five (5) years of professional level experience in auditing, and without regard to age, race, color, religion, ancestry, national origin, sex or place of birth, and need not, when appointed, be a resident of the City or State. No member of the Council shall, during the time for which he is elected, be chosen City Auditor, nor for two years after he or she ceases to be a member. In case of absence or disability of the City Auditor, the Council may designate some qualified person to perform the duties of the office during such absence or disability. The City Auditor may be removed or suspended at any time, upon an affirmative vote of five (5) members of the Council. Should at least four (4) Councilmembers desire that a majority of Council discuss removal or suspension of the City Auditor, then a notice of such a request shall be filed with the City Clerk, who shall then place an item for Executive Session for that purpose on the Agenda of the next regularly scheduled Council meeting or at a special meeting of the Council called for that purpose. In the event Council should desire to suspend or remove the City Auditor following the Executive Session, an additional item shall be included on the same Agenda of the meeting in which the Executive Session is to be held to consider immediate suspension or removal of the City Auditor. If the Council suspends or removes the City Auditor from office, the Council may provide for the temporary performance of the City Auditor’s duties. The action of the Council in suspending or removing the City Auditor shall be final, it being the intention of this Charter to vest all authority and fix all responsibility for such suspension or removal in the Council.

Section 3. – Duties of the City Auditor.

It shall be the City Auditor’s duty to advise the Council and each member thereof, and the City Manager, of operational and financial audits relating to the efficient and economical operation of Norman City government, and other related matters as may be required by the Council or the City Manager. The foregoing provisions shall not be deemed to prevent the City Manager, with the approval of a majority of the City Council, from employing private auditors as it is deemed necessary.

ARTICLE VI. – CITY CLERK

* * *

ARTICLE VII. – MUNICIPAL COURT

* * *

ARTICLE VIII. – CITY ATTORNEY

* * *

ARTICLE ~~VIII~~IX. – CITY PARKS

* * *

ARTICLE IX. – HOSPITAL

* * *

ARTICLE XI. – REMOVAL

* * *

ARTICLE XII. – LEGISLATIVE DEPARTMENT

* * *

ARTICLE XIII. – ORDINANCES

* * *

ARTICLE ~~XIII~~IV. – RECALL OF ELECTIVE OFFICERS

* * *

ARTICLE XIV. – REVENUE

* * *

ARTICLE XVI. – PUBLIC SERVICE CORPORATIONS

* * *

ARTICLE XVII. – MUNICIPALLY OWNED UTILITIES

* * *

ARTICLE XVIII. – MISCELLANEOUS PROVISIONS.

* * *

ARTICLE XIX. – LABOR RELATIONS

* * *

ARTICLE XX. – PLANNING; ZONING AND SUBDIVISION REGULATIONS

* * *

ARTICLE XXI. – REAPPORTIONMENT

* * *

§ 13. That, Section 2 of Article VII of the Charter of the City of Norman, Oklahoma, shall be amended to read as follows:

Section 2. – Appointment and removal of City Attorney.

The City Attorney shall be appointed by Manager; such appointment shall be subject to the approval of a majority of the City Council. The City Attorney may be removed by the City Manager. Council shall by an affirmative vote of five (5) members appoint a City Attorney, who shall serve at the pleasure of the City Council as an at-will employee. He or she shall be chosen by the Council solely upon the basis of his or her qualifications, without regard to age, race, color, religion, ancestry, national origin, sex or place of birth, and need not, when appointed, be a resident of the City or State. No member of the Council shall, during the time for which he is elected, be chosen City Attorney, nor for two years after he ceases to be a member. In case of absence or disability of the City Attorney, the Council may designate some qualified person to perform the duties of the office during such absence or disability. The City Attorney may be removed or suspended at any time, upon an affirmative vote of five (5) members of the Council. Should at least four (4) Councilmembers desire that a majority of Council discuss removal or suspension of the City Attorney, then a notice of such a request shall be filed with the City Clerk, who shall then place an item for Executive Session for that purpose on the Agenda of the next regularly scheduled Council meeting or at a special meeting of the Council called for that purpose. In the event Council should desire to suspend or remove the City Attorney following the Executive Session, an additional item shall be included on the same Agenda of the meeting in which the Executive Session is to be held to consider immediate suspension or removal of the City Attorney. If the Council suspends or removes the City Attorney from office, the Council may provide for the temporary performance of the City Attorney’s duties. The action of the Council in suspending or removing the City Attorney shall be final, it being the intention of this Charter to vest all authority and fix all responsibility for such suspension or removal in the Council.

§ 14. That, Section 1 of Article IX of the Charter of Norman, Oklahoma, shall be amended to read as follows:

Section 1. – Appointment of Board.

The Mayor, with the approval of the City Councilmembers, shall appoint a Board of Norman Regional Hospital Authority consisting of ~~nine~~ eleven registered voters who shall serve for a term of three years. At least nine of the board members shall be Norman residents. A maximum of two members may be appointed from other communities in which the Norman Regional Hospital Authority operates at least one facility. In case of a vacancy in the Board, an appointment to fill the unexpired term shall be made in the same manner as the original appointments. The City Manager shall be an ex-officio member of the Board of Norman Regional Hospital Authority but he shall have no vote. His advice and services shall be given to the Board in the planning and execution of its work.

§ 15. That, Sections 1, 2, 3, 4 and 5 of Article XIII of the Charter of the City of Norman shall be amended as follows:

Section 1. - Time of commencing proceedings.

The holder of any elective office, either by election or appointment to fill a vacancy, may be removed at any time during the time period beginning after six months from the date of his accession to said office and ending six months prior to the expiration of the current term of the elected official so subject to recall, by the registered voters qualified to vote for a successor to such incumbent, in the following manner:

Section 2. - Filing of petition; validation of signatures.

A petition bearing the signatures, names and addresses of twenty-five per cent (25%) of the registered voters qualified to vote for the officer whose recall is sought, shall be necessary to initiate recall proceedings. The City Clerk shall maintain on file and for public use proper petition forms that are in substantial conformance with the form provided in State law for referendum petitions to initiate such proceedings.

At the top of each page of said petition(s) there shall be a ~~short simple~~ statement of the ~~reasons for which recall is being sought.~~ gist of the recall proposition: “If successful, this petition will allow the voters to decide whether to recall [insert elected officer] prior to the expiration of his/her term, or allow him/her to continue to serve in office.”

The petition must be returned to the City Clerk within thirty (30) days, ~~Sundays and legal holidays excepted~~, of its initiation in order to be valid. Failure to return the petition(s) within the proper time limits shall render them null and void.

Upon receipt of the petition(s), the City Clerk shall inspect said petition(s) to see that all the signatures are valid and that they are those of registered voters eligible to vote for the office from which the officer's removal is sought. Such inspection by the City Clerk shall be completed in a reasonable amount of time, not to exceed ~~not more than~~ thirty (30) days for one petition to recall a ward representative, sixty (60) days for a petition to recall the Mayor, and ninety (90) days if multiple petitions are undergoing inspection concurrently.

Section 3. – Notice and publication.

The City Clerk shall cause to be published upon the filing of the said petition with the City Clerk's office, in some newspaper of general circulation in the City of Norman a notice to the voters, stating the name of the officer(s) whose recall is sought and the time limit within which said petition(s) must be signed. Further, the City Clerk shall cause to be mailed to the officer(s) whose recall is sought an official notice that the petition has been commenced and the time limit in which it must be completed. Such notice shall be by certified mail, return receipt requested, and the refusal of the officer(s) to accept delivery shall in no way affect the validity of the notice. Failure of the City Clerk to keep the City Clerk's office open during regular office hours, which failure prevents the proper filing of said petition(s), shall be adjudged a misdemeanor and upon conviction thereof the Clerk shall be punished by a fine of not less than ten dollars and not more than fifty dollars, and each day said City Clerk violates the provisions hereof shall constitute a separate and distinct offense. In the event such a failure on the part of the City Clerk occurs, petitioners may file the petition(s) with the City Manager.

In addition to publishing notice upon receipt of a petition, the City Clerk shall also publish notice in advance of any recall election in accordance with Title 34, Section 17 of the Oklahoma Statutes.

Section 4. – Calling election; votes required for recall.

Upon determination by the City Clerk that the petition(s) bear the signatures of the requisite number of registered voters, said petition(s) shall be presented by the City Clerk to the City Council which body shall, in accordance with state election laws, call a recall election.

~~The sole question in said election shall be the recall of the officer(s) affected.~~ The recall shall be adopted when the total number of votes in favor of the recall is a majority of all the votes cast on the issue and that majority equals a majority of all the votes cast in the most recent previous election for the particular office in question. Should more than four Councilmembers be recalled in the same recall election, then an affirmative vote of a majority of the remaining seated Councilmembers shall be sufficient to take any action until the vacancies resulting from the recall are filled as set forth herein.

Section 5. – Election to fill vacancy created by recall.

In the event the recall is adopted, a vacancy shall be declared and an election shall be called for the next available election date in accordance with state election laws. it shall be filled in the following manner for the unexpired term of the recalled officer(s): the City Council shall set filing for an election to fill the vacancy to commence ten (10) days after the date of the recall vote and last until 5:00 p.m. of the eleventh (11th) day after the recall election. Qualification to be a candidate shall be as for a regular election as set out in Article II. ~~The election to fill the vacancy created by the recall shall be set in accordance with state election laws.~~ Election shall be by a plurality of the votes cast and shall be certified in the regular manner.

§ 16. That, Section 2 of Article XVI of the Charter of the City of Norman shall be amended as follows:

Section 2. – Utility Rate Increases within the Control of the City of Norman

~~Precedent to an increase in utility rates within the control of the City of Norman, such increase proposal must be submitted to the legal voters of the City for their approval or rejection at the next regular general election, or at a special election which might be called for said purpose. Prior to any proposed increase in utility rates, Staff shall prepare a rate study for the utility for which a rate increase is proposed. A nine-member Utility Rate Commission shall be appointed by the Mayor, with the consent of Council, with members representing each ward and one at-large member for the purpose of reviewing proposed utility increases and the corresponding rate study. Upon receipt of the rate study and the recommendation of the Utility Rate Commission, the City Council may adopt an ordinance imposing a rate increase provided it does not exceed three percent. Any proposed rate increase that exceeds a three percent increase over existing rates must be submitted to the legal voters of the City for their approval or rejection at the next regular general election, or at a special election which might be called for such purpose.~~

§ 17. That, Sections 2, 3, 4 and 5 of Article XX of the Charter of the City of Norman shall be amended as follows:

Section 2. Appointment and meetings of the Reapportionment Ad Hoc Committee.

The Reapportionment Ad Hoc Committee shall meet to review and make recommendations on ward boundaries as follows:

- a. When the City proposes to annex or de-annex property; or
- b. After the release of new precinct information by the Election Board pursuant to the release of the final Federal Decennial Census ~~During the last quarter of the calendar year prior to the release of the Federal Decennial Census and continuing through the release of the final Census;~~ or
- c. Upon the unanimous recommendation of City Council.

In the case of proposed annexation or de-annexation, members of the Reapportionment Ad Hoc Committee shall be appointed within ninety (90) days of adoption of any such proposal. For purposes of reviewing the Federal Decennial Census, members of the Reapportionment Committee shall be appointed ~~six (6) months prior to the year of~~ within thirty (30) days of the release of new precinct information for Norman by the Election Board ~~the issuance of such census~~. The Reapportionment Ad Hoc Committee's members shall be residents and registered voters of the City's wards, (one at-large and one from each ward).

Section 3. Criteria for ward boundaries.

No later than one hundred and eighty (180) days after the appointment of the Reapportionment Ad Hoc Committee pursuant to Section 2(a) or 2(c) herein, or after the release by the Election Board of new precinct information for Norman ~~issuance of the Federal Decennial Census~~ when the Committee is appointed pursuant to Section 2(b) herein, the Committee shall pass and refer to the City Council a resolution to retain or readjust the wards and their boundaries to comply with the standards set out herein. Wards should be formed so as to equalize, as nearly as practicable, the population of the several wards. In addition, each ward should be formed of compact, contiguous territory with boundaries drawn to reflect and respond to communities of common interest, ethnic background, and physical boundaries, to the extent reasonably possible. Ward lines shall not create artificial corridors which in effect separates voters from the ward to which they most naturally belong.

Section 4. Public hearing on proposed boundaries; votes required for passage.

~~At least ten (10) days before~~ Prior to voting on the resolution, the Reapportionment Ad Hoc Committee shall hold a public hearing thereon. At least five (5) votes shall be required for passage of the resolution, and the vote on passage shall be by roll call and shall be entered in the minutes of the Committee. A map showing the wards and their boundaries shall be appended to the resolution.

Section 5. Council shall have final authority.

The resolution shall then be referred to the City Council which shall, within thirty (30) days, conduct a public hearing on the proposed resolution and adopt the resolution without modification, reject the resolution, or ~~adopt~~ send the resolution back to the Reapportionment Ad Hoc Committee for further consideration, ~~with such modification as the Council deems necessary~~. If any changes in ward boundaries are adopted by City Council, such changes shall also be adopted by ordinance and codified in the Code of the City of Norman. ~~In any alteration or amendment of the resolution as proposed by the Reapportionment Ad Hoc Committee, the City Council shall use the same criteria for ward boundaries as hereinabove adopted for the use of the Reapportionment Ad Hoc Committee.~~

Thereupon, the new wards and boundaries shall supersede the previous wards and boundaries for purposes of the next primary and general election set by the City Council,

and for all other purposes on the day on which the terms of the Councilmembers elected that year begin.

- § 18. That the remaining portions of the Articles and Sections referred to herein shall remain unchanged.
- § 19. That the amendments of the City Charter proposed herein shall be effective provided by law.
- § 20. **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 ordinance.

[The remainder of this page is intentionally left blank.]

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

Breea D. Clark, Mayor

Breea D. Clark, Mayor

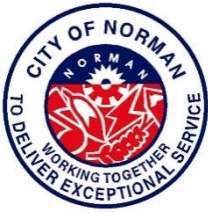
ATTEST:

Brenda Hall, City Clerk

File Attachments for Item:

12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2122-46 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, ON THE 23RD DAY OF AUGUST, 2022, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF NORMAN THE QUESTION OF APPROVING OR REJECTING ORDINANCE O-2122-45, WHICH ORDINANCE AMENDS ARTICLE II, SECTION 1 OF THE CHARTER OF THE CITY OF NORMAN BY INCREASING THE STIPEND RECEIVED BY COUNCILMEMBERS AND THE MAYOR AND CREATING A COMPENSATION COMMISSION; AMENDS SECTIONS 2, 5, 6, AND 14 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO INCREASE COUNCILMEMBER TERMS FROM TWO TO THREE YEARS BEGINNING WITH THE 2026 ELECTIONS, CHANGING THE BEGINNING OF THE COUNCILMEMBER AND MAYORAL TERMS TO FOLLOW THE DESIGNATED RUN-OFF ELECTION DATE BEGINNING WITH THE 2025 WARD ELECTIONS AND THE 2028 MAYORAL ELECTION, AND REQUIRING WARD REPRESENTATIVES TO LIVE IN THE WARD SIX MONTHS PRIOR TO SEEKING ELECTION AND PROVIDING EXCEPTIONS WHEN WARD BOUNDARIES CHANGE; AMENDS SECTION 22 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO CLARIFY THAT VACANCIES ON COUNCIL FILLED BY COUNCIL VOTE SHALL BE FILLED FOR THE REMAINDER OF THE TERM IN QUESTION; ADDS ARTICLE V PROVIDING FOR THE CREATION OF THE OFFICE OF THE CITY AUDITOR, PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY AUDITOR BY CITY COUNCIL, SETTING FOR THE DUTIES OF THE CITY AUDITOR, AND PROVIDING FOR THE RENUMBERING OF SUBSEQUENT ARTICLES; AMENDS SECTION 2 OF ARTICLE VII PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY ATTORNEY BY CITY COUNCIL INSTEAD OF THE CITY MANAGER; AMENDS SECTION 1 OF ARTICLE IX TO INCREASE THE NUMBER OF BOARD MEMBERS ON THE NORMAN REGIONAL HOSPITAL AUTHORITY FROM NINE TO ELEVEN AND ALLOWING A MAXIMUM OF TWO BOARD MEMBERS TO BE APPOINTED FROM OTHER COMMUNITIES; AMENDS SECTIONS 1, 2, 3, 4 AND 5 OF ARTICLE XIII OF THE CHARTER OF THE CITY OF NORMAN TO LIMIT THE TIME OF COMMENCING RECALL PROCEEDINGS, TO MODIFY THE PROCESS TO BE CONSISTENT OKLAHOMA STATE LAW, AND TO ALLOW FOR ADDITIONAL TIME TO REVIEW PETITIONS WHEN MULTIPLE PETITIONS ARE RECEIVED; AMENDS SECTION 2 OF ARTICLE XVI TO ALLOW CITY COUNCIL TO IMPOSE A MAXIMUM THREE PERCENT (3%) INCREASE IN UTILITY RATES ONLY AFTER A RATE STUDY AND A RECOMMENDATION FROM A UTILITY RATE COMMISSION; AND AMENDS SECTIONS 2, 3, 4 AND 5 OF ARTICLE XX MODIFYING DEADLINES AND

PROCESS FOR THE REAPPORTIONMENT AD HOC COMMITTEE IN
CONSIDERATION OF THE STATE'S TIMELINE FOR MODIFYING PRECINCT
BOUNDARIES AND LIMITING COUNCIL'S ACTION ON THE COMMITTEE'S
RECOMMENDATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: May 10, 2022

REQUESTER:

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2122-46 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, ON THE 23RD DAY OF AUGUST, 2022, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF NORMAN THE QUESTION OF APPROVING OR REJECTING ORDINANCE O-2122-45, WHICH ORDINANCE AMENDS ARTICLE II, SECTION 1 OF THE CHARTER OF THE CITY OF NORMAN BY INCREASING THE STIPEND RECEIVED BY COUNCILMEMBERS AND THE MAYOR AND CREATING A COMPENSATION COMMISSION; AMENDS SECTIONS 2, 5, 6, AND 14 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO INCREASE COUNCILMEMBER TERMS FROM TWO TO THREE YEARS BEGINNING WITH THE 2026 ELECTIONS, CHANGING THE BEGINNING OF THE COUNCILMEMBER AND MAYORAL TERMS TO FOLLOW THE DESIGNATED RUN-OFF ELECTION DATE BEGINNING WITH THE 2025 WARD ELECTIONS AND THE 2028 MAYORAL ELECTION, AND REQUIRING WARD REPRESENTATIVES TO LIVE IN THE WARD SIX MONTHS PRIOR TO SEEKING ELECTION AND PROVIDING EXCEPTIONS WHEN WARD BOUNDARIES CHANGE; AMENDS SECTION 22 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO CLARIFY THAT VACANCIES ON COUNCIL FILLED BY COUNCIL VOTE SHALL BE FILLED FOR THE REMAINDER OF THE TERM IN QUESTION; ADDS ARTICLE V PROVIDING FOR THE CREATION OF THE OFFICE OF THE CITY AUDITOR, PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY AUDITOR BY CITY COUNCIL, SETTING FOR THE DUTIES OF THE CITY AUDITOR, AND PROVIDING FOR THE RENUMBERING OF SUBSEQUENT ARTICLES; AMENDS SECTION 2 OF ARTICLE VII PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY ATTORNEY BY CITY COUNCIL INSTEAD OF THE CITY MANAGER; AMENDS SECTION 1 OF ARTICLE IX TO INCREASE THE NUMBER OF BOARD MEMBERS ON THE NORMAN REGIONAL HOSPITAL AUTHORITY FROM NINE TO ELEVEN AND ALLOWING A MAXIMUM OF TWO BOARD MEMBERS TO

BE APPOINTED FROM OTHER COMMUNITIES; AMENDS SECTIONS 1, 2, 3, 4 AND 5 OF ARTICLE XIII OF THE CHARTER OF THE CITY OF NORMAN TO LIMIT THE TIME OF COMMENCING RECALL PROCEEDINGS, TO MODIFY THE PROCESS TO BE CONSISTENT OKLAHOMA STATE LAW, AND TO ALLOW FOR ADDITIONAL TIME TO REVIEW PETITIONS WHEN MULTIPLE PETITIONS ARE RECEIVED; AMENDS SECTION 2 OF ARTICLE XVI TO ALLOW CITY COUNCIL TO IMPOSE A MAXIMUM THREE PERCENT (3%) INCREASE IN UTILITY RATES ONLY AFTER A RATE STUDY AND A RECOMMENDATION FROM A UTILITY RATE COMMISSION; AND AMENDS SECTIONS 2, 3, 4 AND 5 OF ARTICLE XX MODIFYING DEADLINES AND PROCESS FOR THE REAPPORTIONMENT AD HOC COMMITTEE IN CONSIDERATION OF THE STATE'S TIMELINE FOR MODIFYING PRECINCT BOUNDARIES AND LIMITING COUNCIL'S ACTION ON THE COMMITTEE'S RECOMMENDATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The Charter Review Commission ("CRC") was appointed in the Summer of 2019 to review specific items as requested by members of the City Council. The CRC met monthly, with the exception of several months missed due to COVID-19. Council held a Special Session on August 3, 2021 to hear the recommendations of the CRC and to decide whether to send each recommendation to the voters for their consideration. Council voted to send five of the recommendations to the voters. Recent discussions have targeted a possible June 28, 2022 election for these ballot measures. Charter amendments are adopted by ordinance. In order to meet the State's deadlines for a June 2022 election, Council will be required to vote on the ordinance on Second Reading no later than April 12, 2022.

At the Special Session on August 3, 2021, Council asked for further discussion on 5 of the recommendations related to term expiration, Council vacancies, utility rates, recall elections, and tax-increment financing. Council discussed these items during its conference on August 24, 2021 and reached consensus on sending the CRC recommendation related to term expiration and filling vacant Council positions forward to the voters and *not* sending any Charter amendments forward related to tax increment financing. Further information and discussion was requested for the CRC recommendations related to utility rates and recall elections. During its meeting of January 4, 2022, Council reached consensus to send forward the CRC recommendations related to recall elections and identified language to send forward related to utility rates as well as changes to the reapportionment process to enable the committee to be responsive to revised precinct boundaries.

DISCUSSION:

Council reviewed the final ballot language during its Study Session on May 3, 2022 and gave additional recommendation to add previously prepared Charter amendments related to the creation of a City Auditor position to the ballot. The ordinance language has been amended to reflect this direction.

Ordinance O-2122-46 calls the Special Election for voter consideration of the Charter amendments and sets forth 9 propositions that will appear on the ballot.

RECOMMENDATION:

If Ordinances O-2122-45 and O-2122-46 are adopted on Second and Final Reading on May 26, 2022, an election will be set on August 22, 2022 for voter consideration of nine propositions.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, ON THE 23RD DAY OF AUGUST, 2022, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF NORMAN THE QUESTION OF APPROVING OR REJECTING ORDINANCE O-2122-45, WHICH ORDINANCE AMENDS ARTICLE II, SECTION 1 OF THE CHARTER OF THE CITY OF NORMAN BY INCREASING THE STIPEND RECEIVED BY COUNCILMEMBERS AND THE MAYOR AND CREATING A COMPENSATION COMMISSION; AMENDS SECTIONS 2, 5, 6, AND 14 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO INCREASE COUNCILMEMBER TERMS FROM TWO TO THREE YEARS BEGINNING WITH THE 2026 ELECTIONS, CHANGING THE BEGINNING OF THE COUNCILMEMBER AND MAYORAL TERMS TO FOLLOW THE DESIGNATED RUN-OFF ELECTION DATE BEGINNING WITH THE 2025 WARD ELECTIONS AND THE 2028 MAYORAL ELECTION, AND REQUIRING WARD REPRESENTATIVES TO LIVE IN THE WARD SIX MONTHS PRIOR TO SEEKING ELECTION AND PROVIDING EXCEPTIONS WHEN WARD BOUNDARIES CHANGE; AMENDS SECTION 22 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO CLARIFY THAT VACANCIES ON COUNCIL FILLED BY COUNCIL VOTE SHALL BE FILLED FOR THE REMAINDER OF THE TERM IN QUESTION; ADDS ARTICLE V PROVIDING FOR THE CREATION OF THE OFFICE OF THE CITY AUDITOR, PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY AUDITOR BY CITY COUNCIL, SETTING FOR THE DUTIES OF THE CITY AUDITOR, AND PROVIDING FOR THE RENUMBERING OF SUBSEQUENT ARTICLES; AMENDS SECTION 2 OF ARTICLE VII PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY ATTORNEY BY CITY COUNCIL INSTEAD OF THE CITY MANAGER; AMENDS SECTION 1 OF ARTICLE IX TO INCREASE THE NUMBER OF BOARD MEMBERS ON THE NORMAN REGIONAL HOSPITAL AUTHORITY FROM NINE TO ELEVEN AND ALLOWING A MAXIMUM OF TWO BOARD MEMBERS TO BE APPOINTED FROM OTHER COMMUNITIES; AMENDS SECTIONS 1, 2, 3, 4 AND 5 OF ARTICLE XIII OF THE CHARTER OF THE CITY OF NORMAN TO LIMIT THE TIME OF COMMENCING RECALL PROCEEDINGS, TO MODIFY THE PROCESS TO BE CONSISTENT OKLAHOMA STATE LAW, AND TO ALLOW FOR ADDITIONAL TIME TO REVIEW PETITIONS WHEN MULTIPLE PETITIONS ARE RECEIVED; AMENDS SECTION 2 OF ARTICLE XVI TO ALLOW CITY COUNCIL TO IMPOSE A MAXIMUM THREE PERCENT (3%) INCREASE IN UTILITY RATES ONLY AFTER A RATE STUDY AND A RECOMMENDATION FROM A UTILITY RATE COMMISSION; AND AMENDS SECTIONS 2, 3, 4 AND 5 OF ARTICLE XX

MODIFYING DEADLINES AND PROCESS FOR THE REAPPORTIONMENT AD HOC COMMITTEE IN CONSIDERATION OF THE STATE'S TIMELINE FOR MODIFYING PRECINCT BOUNDARIES AND LIMITING COUNCIL'S ACTION ON THE COMMITTEE'S RECOMMENDATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, Resolution No. R-1819-66, as amended, was adopted by the Council of the City of Norman on July 23, 2019 and established a Charter Review Commission to conduct a targeted review of the Norman City Charter; and
- § 2. WHEREAS, the Charter Review Commission presented ten (10) recommendations for amendments to the City Charter to the City Council on August 3, 2021; and
- § 3. WHEREAS, on August 3, 2021, the Council voted affirmatively to place five (5) of the recommendations on an election ballot for consideration by the voters, and asked for further discussion on the remaining five (5) recommendations of the Charter Review Commission; and
- § 4. WHEREAS, on August 24, 2021, the Council, after additional discussion, reached consensus to place two (2) additional recommendations of the Charter Review Commission on an election ballot for consideration by the voters; and
- § 5. WHEREAS, on January 4, 2022, the Council had additional discussion on two additional recommendations of the Charter Review Commission, as well as a discussion about the Reapportionment Process, and reached consensus to place one (1) additional recommendation of the Charter Review Commission, modify and place an additional question initially considered by the Charter Review Consideration, and place changes to the Reapportionment Process outlined in the Charter on a ballot for consideration by the voters.
- § 6. WHEREAS, on May 3, 2022, Council had additional discussion on the proposed Charter changes and ballot language and provided direction to include the addition of a City Auditor position to the Charter; and
- § 7. WHEREAS, pursuant to the provisions of Section 12, Article XVII of the Charter of the City of Norman, said amendments must be submitted to the registered voters of the City for their approval before the same become effective.

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

§ 8. PROPOSITION I

Shall Section 1 of Article II of the Charter of the City of Norman be amended to increase the annual stipend for the Mayor from a maximum of \$1,200 to \$8,100 beginning in 2025 and for Councilmembers from a maximum of \$1,200 to \$5,400 beginning in 2025 and

providing for a Compensation Commission to be appointed to determine any future increases every three years based on the consumer price index, the City's budget, and other relevant factors, as more particularly described in Ordinance O-2122-45?

§ 9. PROPOSITION II

Shall Sections 2, 5, 6, and 14 of Article II of the Charter of the City of Norman be amended to increase Councilmember terms from two to three years beginning with terms in 2026; to change the beginning of Councilmember and Mayoral terms from the first Tuesday of July to the first Tuesday following scheduled run-off elections beginning in 2026 for the Councilmember positions and 2028 for the Mayor position; and to require those seeking election to a Councilmember position be residents of the ward for which they seek office for six months; and providing exceptions when ward boundaries are changed, as more particularly described in Ordinance O-2122-45?

§ 10. PROPOSITION III

Shall Section 22 of Article II of the Charter of the City of Norman be amended to clarify that vacancies on City Council that are filled by majority vote of the City Council are filled for the balance of the unexpired term of the vacant position, as more particularly described in Ordinance O-2122-45?

§ 11. PROPOSITION IV

Shall Article V be added, and subsequent Articles be renumbered accordingly, to the Charter of the City of Norman to create the position of Municipal Auditor to be appointed by the City Council by at least an affirmative vote of five (5) members; to establish the City Auditor's employment status as an at-will employee; to provide a process for an interim City Auditor to be appointed in case of the absence or disability of the City Auditor; to provide a process for Councilmembers to request discussion and/or consideration of the removal or suspension of the City Auditor to be placed on the agenda of a regularly or specially scheduled meeting; and to describe the duties of the City Auditor, as more particularly described in Ordinance No. O-2122-45?

§ 12. PROPOSITION V

Shall Section 2 of Article VII of the Charter of the City of Norman be amended to change the City Attorney to an at-will employee hired by majority vote of the City Council instead of hired by the City Manager and confirmed by City Council; to provide a process for an interim City Attorney to be appointed in case of the absence or disability of the City Attorney; to provide a process for Councilmembers to request discussion and/or consideration of the removal or suspension of the City Attorney to be placed on the agenda of a regularly or specially scheduled meeting, as more particularly described in Ordinance O-2122-45?

§ 12. PROPOSITION VI

Shall Section 1 of Article IX of the Charter of the City of Norman be amended to increase the number of board members for the Norman Regional Hospital Authority Board from nine to eleven and allowing for a maximum of two board members to be appointed from other communities in which Norman Regional Hospital Authority operates at least one facility, as more particularly described in Ordinance O-2122-45?

§ 13. PROPOSITION VII

Shall Sections 1, 2, 3, 4, and 5 of Article XIII of the Charter of the City of Norman be amended to set forth a timeframe in which an elected municipal official can be recalled, amends procedures to be consistent with State law, to provide additional time for review of recall petitions when a recall petition for Mayor or multiple petitions are undergoing inspection concurrently, to provide for a majority vote of remaining Councilmembers to take any action if there are more than four vacancies on Council as a result of a recall election, and to require City Council to call an election to fill any vacancy created by a successful recall for the next available election date, as more particularly described in Ordinance O-2122-45?

§ 14. PROPOSITION VIII

Shall Section 2 of Article XVI of the Charter of the City of Norman be amended to allow utility rate increases of no more than three percent to be adopted by City Council rather than by submittal to the registered voters of Norman, but only after a rate study and review by an appointed Utility Rate Commission having a representative appointed from each ward and one at-large, as more particularly described in Ordinance O-2122-45?

§ 15. PROPOSITION IX

Shall Sections 2, 3, 4, and 5 of Article XX of the Charter of the City of Norman be amended to modify the deadlines and process for the Reapportionment Ad Hoc Committee to review census data and reapportion wards to be more similar to the State's timeline for modifying precinct boundaries, and to limit Council action on the recommendations of the Reapportionment Ad Hoc Committee to either 1) adopt proposed ward boundaries without modification, 2) reject proposed boundaries, or 3) refer the proposed boundaries back to the Committee for further consideration, as more particularly described in Ordinance O-2122-45?

§ 16. That the remaining portions of the Articles and Sections referred to herein shall remain unchanged.

§ 17. That the amendments of the City Charter proposed herein shall be effective provided by law.

§ 18. **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 ordinance.

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

Brea D. Clark, Mayor

Brea D. Clark, Mayor

ATTEST:

Brenda Hall, City Clerk

**SPECIAL ELECTION
PROCLAMATION AND NOTICE OF ELECTION**

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance No. O-2122-46 dated May 26, 2022, authorizing the calling of an election on the Propositions hereinafter set forth, I, the undersigned Mayor of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 23rd day of August, 2022, for the purpose of submitting to the registered qualified voters in said City the following Propositions:

PROPOSITION 1

Shall Section 1 of Article II of the Charter of the City of Norman be amended to increase the annual stipend for the Mayor from a maximum of \$1,200 to \$8,100 beginning in 2025 and for Councilmembers from a maximum of \$1,200 to \$5,400 beginning in 2025 and providing for a Compensation Commission to be appointed to determine any future increases every three years based on the consumer price index, the City's budget, and other relevant factors, as more particularly described in Ordinance O-2122-45?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- YES - FOR THE PROPOSITION
 NO - AGAINST THE PROPOSITION

PROPOSITION 2

Shall Sections 2, 5, 6, and 14 of Article II of the Charter of the City of Norman be amended to increase Councilmember terms from two to three years beginning with terms in 2026; to change the beginning of Councilmember and Mayoral terms from the first Tuesday of July to the first Tuesday following scheduled run-off elections beginning in 2026 for the Councilmember positions and 2028 for the Mayor position; and to require those seeking election to a Councilmember position be residents of the ward for which they seek office for six months; and providing exceptions when ward boundaries are changed, as more particularly described in Ordinance O-2122-45?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- YES - FOR THE PROPOSITION
 NO - AGAINST THE PROPOSITION

PROPOSITION 3

Shall Section 22 of Article II of the Charter of the City of Norman be amended to clarify that vacancies on City Council that are filled by majority vote of the City Council are filled for the balance of the unexpired term of the vacant position, as more particularly described in Ordinance O-2122-45?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- YES - FOR THE PROPOSITION
- NO - AGAINST THE PROPOSITION

PROPOSITION 4

Shall Article V be added, and subsequent Articles be renumbered accordingly, to the Charter of the City of Norman to create the position of Municipal Auditor to be appointed by the City Council by at least an affirmative vote of five (5) members; to establish the City Auditor's employment status as an at-will employee; to provide a process for an interim City Auditor to be appointed in case of the absence or disability of the City Auditor; to provide a process for Councilmembers to request discussion and/or consideration of the removal or suspension of the City Auditor to be placed on the agenda of a regularly or specially scheduled meeting; and to describe the duties of the City Auditor, as more particularly described in Ordinance No. O-2122-45?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- YES - FOR THE PROPOSITION
- NO - AGAINST THE PROPOSITION

PROPOSITION 5

Shall Section 2 of Article VII of the Charter of the City of Norman be amended to change the City Attorney to an at-will employee hired by majority vote of the City Council instead of hired by the City Manager and confirmed by City Council; to provide a process for an interim City Attorney to be appointed in case of the absence or disability of the City Attorney; to provide a process for Councilmembers to request discussion and/or consideration of the removal or suspension of the City Attorney to be placed on the agenda of a regularly or specially scheduled meeting, as more particularly described in Ordinance O-2122-45?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- YES - FOR THE PROPOSITION
- NO - AGAINST THE PROPOSITION

PROPOSITION 6

Shall Section 1 of Article IX of the Charter of the City of Norman be amended to increase the number of board members for the Norman Regional Hospital Authority Board from nine to eleven and allowing for a maximum of two board members to be appointed from other communities in which Norman Regional Hospital Authority operates at least one facility, as more particularly described in Ordinance O-2122-45?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- YES - FOR THE PROPOSITION
- NO - AGAINST THE PROPOSITION

PROPOSITION 7

Shall Sections 1, 2, 3, 4, and 5 of Article XIII of the Charter of the City of Norman be amended to set forth a timeframe in which an elected municipal official can be recalled, amends procedures to be consistent with State law, to provide additional time for review of recall petitions when a recall petition for Mayor or multiple petitions are undergoing inspection concurrently, to provide for a majority vote of remaining Councilmembers to take any action if there are more than four vacancies on Council as a result of a recall election, and to require City Council to call an election to fill any vacancy created by a successful recall for the next available election date, as more particularly described in Ordinance O-2122-45?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- YES - FOR THE PROPOSITION
- NO - AGAINST THE PROPOSITION

PROPOSITION 8

Shall Section 2 of Article XVI of the Charter of the City of Norman be amended to allow utility rate increases of no more than three percent to be adopted by City Council rather than by submittal to the registered voters of Norman, but only after a rate study and review by an appointed Utility Rate Commission having a representative appointed from each ward and one at-large, as more particularly described in Ordinance O-2122-45?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- YES - FOR THE PROPOSITION
- NO - AGAINST THE PROPOSITION

PROPOSITION 9

Shall Sections 2, 3, 4, and 5 of Article XX of the Charter of the City of Norman be amended to modify the deadlines and process for the Reapportionment Ad Hoc Committee to review census data and reapportion wards to be more similar to the State’s timeline for modifying precinct boundaries, and to limit Council action on the recommendations of the Reapportionment Ad Hoc Committee to either 1) adopt proposed ward boundaries without modification, 2) reject proposed boundaries, or 3) refer the proposed boundaries back to the Committee for further consideration, as more particularly described in Ordinance O-2122-45?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- YES - FOR THE PROPOSITION
- NO - AGAINST THE PROPOSITION

That only the registered qualified voters of the City of Norman, Oklahoma, may vote upon the Propositions as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Cleveland County, Oklahoma.

WITNESS my hand as Mayor of the City of Norman, Oklahoma, and the Seal of said City affixed hereto on the 24th day of May, 2022.

Mayor

(SEAL)

ATTEST:

City Clerk

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

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



Date: April 14, 2022

To: Darrell Pyle, City Manager

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

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

Subject: Contract K-1920-73 – Change Order No. 5
Project WW03071 – FYE 17 Sewer Maintenance Project

On April 14, 2020, the Norman Utilities Authority approved Contract K-1920-73 with Horseshoe Construction, Inc. for the construction of Project WW03071 – FYE17 Sewer Maintenance Project in the amount of \$2,796,161.25. The project will replace approximately 28,000 feet of 6, 8, and 12-inch sanitary sewer line and will rehabilitate existing manholes. The existing lines and manholes have deteriorated warranting replacement. With the contract award on April 14, 2020, Change Order No. 1 was approved and is a no-cost change order to reduce funding for Mobilization and increase funding for Site Restoration. Change Order No. 2 was approved on June 9, 2020 to increase the contract by \$129,564.00 to add the replacement of approximately 990 feet of 12-inch sewer line under Chautauqua Avenue. Change Order No. 3 was approved on October 28, 2020, to decrease the contract by \$910.00 by deleting the installation of clean-outs and increasing the quantities required to complete the work along Chautauqua Avenue, specifically to account for unforeseen storm sewer conflicts. Change Order No. 4 was approved on August 10, 2021, to increase the contract by \$27,529.00 to revise the design for the replacement of lines on 9th Avenue NE.

Several lines within the project were extremely deep and would have created significant impacts to the residents in the best case condition and would have been extremely disruptive if a problem occurred during pipe bursting. To reduce this risk, Change Order No. 5 will install cast-in-place fiberglass pipe and internal reconnections where the condition will allow their installation.

Change Order No. 5 is an increase for the project in the amount of \$20,000.00. Combined with other change orders, the overall change to the contract price is \$176,183 or 5.92 percent over the original contract price of \$2,796,161.25 for a new contract price of \$2,972,344.25. For Change Order No. 5, pursuant to Resolution No. R-1112-55 since the change order is less than \$40,000, the City Manager may approve this item and approval by the City Council is not required. Approval of Change Order No. 5 is recommended.

cc: Nathan Madenwald, P.E., Utilities Engineer
Brenda Hall, City Clerk
File

office memorandum

NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE: April 5, 2022

CHANGE ORDER NO.: Five (5)

CONTRACT NO.: Contract K-1920-73

PROJECT: FYE17 Sewer Maintenance Project

CONTRACTOR: Horseshoe Construction, Inc.
2309 S. Battleground Road
La Porte, TX 77571

	<u>Contract Time</u>		<u>Contract Amount</u>
ORIGINAL:	<u>360</u>	calendar days	<u>\$2,796,161.25</u>
PREVIOUS CHANGE ORDERS:	<u>109</u>	calendar days	<u>\$156,183.00</u>
THIS CHANGE ORDER:	<u>250</u>	calendar days	<u>\$20,000.00</u>
REVISED AMOUNT:	<u>719</u>	calendar days	<u>\$2,972,344.25</u>
ORIGINAL START DATE:	<u>April 27, 2020</u>		
ORIGINAL COMPLETION DATE:	<u>April 22, 2021</u>		
PREVIOUS COMPLETION DATE:	<u>August 9, 2021</u>		
NEW COMPLETION DATE:	<u>April 16, 2022</u>		

DESCRIPTION:	\$ Increase	\$ Decrease
Item 1: Allowance to use cast-in-place-pipe in lieu of pipe bursting method and use of internal sewer reconnections to reduce impacts to customers.	20,000.00	0.00
Item 2: Increase contract time due to material delivery challenges associated with the cast-in-place-pipe materials.	0.00	0.00

SUBMITTED BY
CONTRACTOR: Horseshoe Construction, Inc.

Date: 4-5-2022



RECOMMENDED BY
ENGINEER: Nathan Madenwald, P.E., Utilities Engr.

Date: 4/14/22

REVIEWED AS TO FORM
AND LEGALITY: [Signature]
City Attorney

Date: 4/18/22

ACCEPTED BY
NORMAN UTILITIES AUTHORITY: [Signature]
Darrel Pyle, City Manager

Date: 4-18-22

Change Order No. 5				Page 2 of 2	
Contract K-1920-73					
Attachment 1					
Item 1: Allowance to use cast-in-place-pipe in lieu of pipe bursting method and use of internal sewer reconNECTIONS to reduce impacts to customers.					
Bid Item	Description	Unit	Quantity	Unit Price	Total Price
CO5-1	Addition of Cast-In-Place Pipe (CIPP) as Allowable Installation Method per Attached Specifications (Quantity to be Claimed in Addition to Item 9)	LF	1806.00	\$0.00	\$0.00
CO5-2	Service ReconNECTIONS for CIPP Sections - Includes Internal ReconNECTIONS and Service Line Lining to Top Vertical Bend or Internal ReconNECTION to Previously Replaced Service ReconNECTION per Attached Specifications (Services cannot also be claimed under Item 22)	LS	1.00	\$20,000.00	\$20,000.00
				Subtotal	\$20,000.00



office memorandum

Date: April 28, 2022

To: Darrell Pyle, City Manager *[Signature]*

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

From: Nathan Madenwald, P.E., Utilities Engineer *[Signature]*

Subject: Contract K-2021-10– Change Order No. 1
Project SA0012/SA0009 – HHW and CM Facilities

On January 12, 2021, the Norman Municipal Authority approved Contract K-2021-10 with Landmark Construction Group, LLC for the construction of Project SA0012/SA0009 – Household Hazardous Waste (HHW) and Container Maintenance (CM) Facilities in the amount of \$2,327,300.00. The new household hazardous waste facility will provide a safe, year-round disposal option for our citizens that is environmentally friendly. The current operation is an annual collection event where citizens can dispose of approved wastes that have been accumulated throughout the year. The new facility will not require citizens to store wastes throughout the year if not needed. The new container maintenance facility will provide a safe, efficient building to allow for welding and painting of solid waste dumpsters and containers. The current facilities are inadequate and don't meet industry standards for welding and painting operations. The proposed facility will be located north of the Water Reclamation Facility.

During construction, several items were identified to modify and improve the facilities as designed. Specific modifications are:

Household Hazardous Waste Facility	Container Maintenance Facility
Deletion of horizontal metal panel requirement	Building warranty
Removal of site rubble	Increase of height for bin washing area
Modifications to flammable storage area	Access control for paint room door
Door modifications	
Deletion of storage cage	
Reduction of site paving	
Building warranty	
Loop sensor relocation	

Change Order No. 1 is an net increase for the project in the amount of \$38,194.00. Funding for Change Order No. 1 is to be split as follows:

- \$18,164.00 from the HHW construction account (SA0012-CONST) – available balance of \$36,472.82
- \$20,030.00 from the CM construction account (SA0009-CONST) – available balance of \$67,095.32

For Change Order No. 1, pursuant to Resolution No. R-1112-55 since the change order is less than \$40,000, the City Manager may approve this item and approval by the City Council is not required. Approval of Change Order No. 1 is recommended.

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

NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

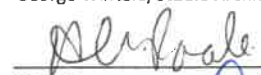
DATE: December 27, 2021
CHANGE ORDER NO.: One (1)
CONTRACT NO.: K-2021-10
PROJECT: SA0012/SA0009 - HHW and CM Facilities
CONTRACTOR: Landmark Construction Group, LLC
13301 N Sante Fe Ave, OKC, OK 73114

	<u>Contract Time</u>		<u>Contract Amount</u>	
ORIGINAL:	240	calendar days	\$2,327,300.00	
PREVIOUS CHANGE ORDERS:	0	calendar days	\$0.00	
THIS CHANGE ORDER:	45	calendar days	\$38,194.00	1.64%
REVISED AMOUNT:	285	calendar days	\$2,365,494.00	
ORIGINAL START DATE:	March 1, 2021			
ORIGINAL COMPLETION DATE:	October 27, 2021			
PREVIOUS COMPLETION DATE:	October 27, 2021			
NEW COMPLETION DATE:	December 11, 2021			

<u>DESCRIPTION:</u>	<u>Increase / Decrease (\$)</u>
Modifications to the Household Hazardous Waste building and site to provide for a more functional design as shown with the changes outlined in Attachment 1 plus the addition of 15 calendar days to the contract time.	18,164.00
Modifications to the Container Maintenance building and site to provide for a more functional design as shown with the changes outlined in Attachment 1 plus the addition of 15 calendar days.	20,030.00
Landmark Construction Group, LLC agrees to complete the work as amended and modified by Change Order No. 1 as described above.	

SUBMITTED BY
CONTRACTOR:  Date: 12/27/2021
Landmark Construction Group, LLC

RECOMMENDED BY
ENGINEER:  Date: 1/5/2022
George Winters, Studio Architecture

APPROVED AS TO FORM
AND LEGALITY:  Date: 4/28/2022
City Attorney

ACCEPTED BY
NORMAN UTILITIES AUTHORITY:  Date: 4-28-22
City Manager

Attachment 1

CHANGE ORDER PAY ITEMS									
NUMBER	DESCRIPTION	UNIT	CURRENT CONTRACT AMOUNT	UNIT PRICE	ORIGINAL CONTRACT AMOUNT	QUANTITY INCREASE / DECREASE	COST INCREASE / DECREASE	PERCENT CHANGE	
CO1-1	Omit HHW Horizontal Panels (PCO 001)	LS	0	\$0.00	\$0	1.00	-\$4,503.00	N/A	
CO1-2	Remove Additional Site Rubble at HHW (PCO 002)	LS	0	\$0.00	\$0	1.00	\$3,300.00	N/A	
CO1-3	Flammable Shaft Wall Modifications at HHW (PCO 003)	LS	0	\$0.00	\$0	1.00	\$2,684.00	N/A	
CO1-4	Increase HHW Drive Thru Overhead Door Width to 11' (PCO 005)	LS	0	\$0.00	\$0	1.00	\$11,989.00	N/A	
CO1-5	Additional Door at HHW for Worker Access (PCO 006)	LS	0	\$0.00	\$0	1.00	\$5,240.00	N/A	
CO1-6	Reduction of Concrete Paving at HHW (PCO 007)	LS	0	\$0.00	\$0	1.00	-\$9,531.00	N/A	
CO1-7	Conduits for Future Solar (PCO 008)	LS	0	\$0.00	\$0	1.00	\$3,591.00	N/A	
CO1-8	Elimination of Wire Mesh Storage (PCO 009)	LS	0	\$0.00	\$0	1.00	-\$3,968.00	N/A	
CO1-9	Increase of Bin Wash Door from 8' to 10' (PCO 010)	LS	0	\$0.00	\$0	1.00	\$12,968.00	N/A	
CO1-10	20-Year Water Tightness Warranty and Roof Curb Modifications (PCO 011)	LS	0	\$0.00	\$0	1.00	\$7,587.00	N/A	
CO1-11	Access Control for CM Paint Room (PCO 012)	LS	0	\$0.00	\$0	1.00	\$3,599.00	N/A	
CO1-12	Loop Sensor at HHW Gate (PCO 013)	LS	0	\$0.00	\$0	1.00	\$2,010.00	N/A	
CO1-13	Flammable Storage Area Modifications for Emergency Door Controls (PCO 014)	LS	0	\$0.00	\$0	1.00	\$3,228.00	N/A	
SUBTOTAL					\$0		\$38,194.00		
	Original Contract Amount				\$2,327,300.00				
	Change Order No. 1				\$38,194.00	1.64%			
	Final Contract Amount				\$2,365,494.00				



DATE: April 26, 2022

TO: Darrel Pyle, City Manager

THROUGH: Chris Mattingly, Director of Utilities *CM*

FROM: Michele Loudenback, Environmental and Sustainability Manager *ML*

SUBJECT: Consideration of approval or rejection of Contract K-2122-122, with Small Arrow Engineering, LLC in an Amount Not to Exceed \$30,000.00 for Engineering Design and Grant Administration Services in connection with the Electric Vehicle Charging Station to be installed at City Hall

BACKGROUND:

Each year, the Association of Central Oklahoma Governments (ACOG) issues a Call for Projects for the Congestion Mitigation Air Quality (CMAQ) – Public Fleet Conversion Funding cycle. The grant program is designed to help cities implement clean fuel projects that strive toward the improvement of regional air quality.

Transportation, especially transportation that utilizes fossil fuels, is a significant source of precursors such as volatile organic compounds and nitrogen oxides, the gasses that react to form ozone. Referred to as mobile source emissions, these precursors are emitted through vehicle exhaust and fuel evaporation, reacting to sunlight in windless conditions to create tropospheric ozone pollution. Research continues to demonstrate the effects of ozone pollution on all populations, but children, the elderly, and anyone with respiratory illnesses such as asthma are particularly vulnerable. Any reduction in ozone-forming emissions translates to increased quality of life for everyone in Central Oklahoma.

DISCUSSION:

The CMAQ program was created by the Intermodal Surface Transportation Efficiency Act of 1991. It was continued by the Fixing America's Surface Transportation (FAST) Act in 2015. The FAST Act continued to provide funding for transportation projects and programs to meet the requirements of Clean Air Act. The funding is available to reduce congestion and help improve air quality with respect to ozone, carbon monoxide, or particulate matter. For 2020, Central Oklahoma did not meet National Ambient Air Quality Standards for particulate matter and was close to nonattainment for ozone.

The City of Norman Alternative Fuel Program, adopted in February 2009, was one of the first such municipal programs in Oklahoma and cemented Norman as a leader in the implementation of alternative fuel technology. In 2009, Norman found that investment in Compressed Natural Gas (CNG) infrastructure and technology was the best course of action until other technologies developed enough to be effective and pervasive methods. Electric vehicle (EV) technology has reached this point now.

This project consists of installing two new high-capacity electric vehicle charging stations in the parking lot at City Hall located on the northwest corner of Gray Street and Santa Fe Avenue. This would allow citizens and visitors utilizing this parking lot to charge their vehicles as they engage in civic activity, conduct business with City departments, visit the post office, and perform other activities.

office memorandum

Contract K-2122-122
EV Charging Station for City Hall
April 26, 2022
Page 2 of 2

On November 30, 2021, City Council approved Resolution No. R-2122-65 (City of Norman City Hall EV Charger Project) requesting Congestion Mitigation Air Quality – Public Fleet Conversion Grant Funding for 76% of the anticipated \$246,000 construction cost.

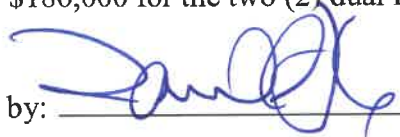
On January 13, 2022, the ACOG Metropolitan Planning Organization (MPO) Technical Committee recommended a list of projects be approved for funding, including this project. Then, the ACOG MPO Policy Committee reviewed the list of projects on January 27, 2022 and approved them for funding.


The \$246,000 of anticipated construction costs includes an estimated \$30,000 for the engineering design and grant administration services. Small Arrow Engineering, LLC, is an engineering/design consultant firm that has worked with the City on many alternative energy projects (initial CNG station installation, CNG station expansion, and transit and public EV chargers on Northbase) and is the firm staff recommends for this project.

Funding for this contract will be from City Hall Electrical Vehicle Charging Station construction account (50594408-46101; project BG0086) which has an available balance of \$60,000.

RECOMMENDATION:

Staff recommends approval of Contract No. K-2122-122, between the City of Norman and Small Arrow Engineering, LLC, for completion of engineering design and grant administration services with respect to Contract No. K-2122-107, a grant contract by and between the City of Norman, Oklahoma and the Association of Central Oklahoma Governments (ACOG) accepting the CMAQ-Public Fleet Conversion Funding in the amount of \$186,000 for the two (2) dual DC fast electric vehicle charging stations.

Approved by:  Not Approved: _____

Reviewed by: Chris Mattingly, Director of Utilities
Kathryn Walker, City Attorney 

Attachment: Contract K-2122-122

AGREEMENT
FOR
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Small Arrow Engineering, LLC (CONSULTANT);

WITNESSETH

WHEREAS, OWNER intends to construct Two (2) Dual DC Fast Charging Electric Vehicle Stations at Norman City Hall using CMAQ Grant #R1-2022 funds from Association of Central Oklahoma Governments (ACOG) (the PROJECT);

WHEREAS, OWNER requires certain professional survey, design, analysis and engineering series in connection with the PROJECT (SERVICES);

WHEREAS, CONSULTANT is prepared to provide said SERVICES; and

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be 4/27/2022.

ARTICLE 2 - COMPLETION DATE

CONSULTANT 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 CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. CONSULTANT will submit invoices in a manner necessary to the agreement with ACOG so that the OWNER can receive reimbursement. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to CONSULTANT all data in OWNER's possession relating to CONSULTANT 's SERVICES on the PROJECT. Such data may include records, reports, studies, plans, record drawings, other data which may be useful in the PROJECT that is available in the OWNER's files, and equipment manuals for the EV Charging Station. CONSULTANT 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 CONSULTANT.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its SERVICES
- 6.3. Timely Review: OWNER will examine CONSULTANT's studies, reports, sketches, drawings, estimates, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to CONSULTANT in a timely manner.

- 6.4. Staff Assistance: OWNER will provide services of at least one of OWNER's staff who has right of entry to and knowledge of OWNER's facilities relating to this PROJECT in order to furnish legal assistance in preparation, review and approval of construction documents and to assist in locating existing utilities and in expediting their relocation.
- 6.5. Record Drawings: OWNER will provide CONSULTANT the construction information required to prepare recode drawings at the conclusion of construction.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. CONSULTANT 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, CONSULTANT's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. CONSULTANT 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 CONSULTANT in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless CONSULTANT, 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. CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of 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 CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 Employee Claims. CONSULTANT shall indemnify OWNER against legal liability for damages arising out of claims by CONSULTANT's employees. OWNER shall indemnify CONSULTANT against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, CONSULTANT shall only be be liable to OWNER for any special, indirect or consequential damages resulting from performance of SERVICES, where CONSULTANT'S behavior was negligent or willful misconduct.
- 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 CONSULTANT shall maintain the following insurance:

- 9.1 Worker's compensation insurance for CONSULTANT'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.

CONSULTANT 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 CONSULTANT as additional insured on their General Liability Insurance policies.

CONSULTANT 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 CONSULTANT to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT 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 CONSULTANT, 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 CONSULTANT in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, CONSULTANT's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will not vary from CONSULTANT's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request CONSULTANT 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 CONSULTANT 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 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION

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 CONSULTANT. CONSULTANT 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 CONSULTANT 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 CONSULTANT's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the 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 CONSULTANT 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 16 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

CONSULTANT: John H. Bolte, P.E.
Small Arrow Engineering, LLC
Principal
1302 S. Main Street
Joplin, MO 64801
jbolte@smallarrow.com

OWNER: Michele Loudenback, RPES
Norman Utilities Authority (NUA)
201-C West Gray
P.O. Box 370
Norman OK 73070
405-307-7130
michele.loudenback@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and OWNER.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - 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 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. 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 20 - SUCCESSORS AND ASSIGNS

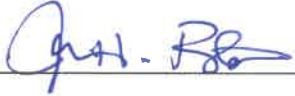
OWNER and CONSULTANT each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

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

DATED this _____ day of _____ 20_____.


Small Arrow Engineering, LLC – CONSULTANT

ATTEST

By: 

Printed Name: John H. Bolte, P.E.

Title: Principal / Managing Member



Troy E. Dunlap

Sr. Designer / Secretary / Member

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 26 day of April, 2022.


City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this 27th day of April, 2022.

ATTEST

By: 

Printed Name: ~~Breca Clark~~ DARREL PULE

Title: ~~Chairman~~ CITY MANAGER



Brenda Hall

Secretary

ATTACHMENT A

SCHEDULE

CONSULTANT shall exercise its reasonable efforts to complete the work in accordance with the schedule below which is based on longer lead times for equipment orders:

Tasks	2022											
	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC			
Notice to Proceed	X											
City Plan Reviews		X	X	X			X	X				
Data Collection	X											
Evaluate Existing EV Charging Systems	X											
Evaluate Site for New EV Charging Systems	X											
Evaluate EV Charging System Equipment	X											
Evaluate Access to EV Chargers	X											
Preliminary Plans/Cost Estimate	X											
Electrical Systems Design		X										
Control Systems Design		X										
Construction Plans/Specs/Cost Estimate		X	X									
QA/QC Review		X										
Prepare Equipment / Installation Bid Docs			X									
Plot & Print Equipment / Installation Package			X									
Bid Cycle for Equipment / Installation Package			X	X	X	X						
Award Bid & Order Equipment under PO					X	O	O	O	O	O	O	O
Periodic Construction Phase Services							X	X	X			
Final Inspection / Station Integration									X			
Prepare Record Drawings / Plot Final Plans								X	X			
ACOG Quarterly Reports / Coordination			X				X				X	
Project Closeout								X	X			

ATTACHMENT B

SCOPE OF SERVICES

General Project Scope:

The general scope of work for this project will be the development of design, construction plans, specifications, and other documents for the installation of two (2) dual DC fast-charging electric vehicle stations at Norman City Hall using CMAG Grant R1-2022 funds from ACOG. All design and construction requirements of the City of Norman will be followed. It is understood the scope of work will encompass, but not be limited to: evaluation of field data; research and investigation of relevant topics; development of a preliminary industrial design; appropriate inspection services; identification of potential construction issues and preliminary estimated construction costs; participation in a preliminary review meeting and pre-construction conference and other review meetings with staff and other stakeholders; conduct utility conferences with all effected utility line owners; completion of final construction plans for review; provision certain grant administration services; provision of bidding phase services; provision of construction administration support services; and the culmination of the project by the delivery of as-built plans.

Phase 1 –Design Phase

The CONSULTANT will provide the following services for the project design phase:

- A. Attend initial design workshop with OWNER officials and other stakeholders to review general requirements, establish critical design parameters, and discuss scheduling for the project.
- B. Perform Site Observation and review of existing systems. Utilize existing Topographic and Boundary Survey, and Geotechnical Investigation for Equipment Pad design.
- C. Evaluate Equipment and make recommendations for installation.
 1. Evaluate existing EV Charging Systems
 2. Evaluate locations for New EV Charging Systems
 3. Evaluate EV Charging System Equipment
 4. Evaluate Siting and Access to EV Chargers
 5. Develop EV Station Construction and Electrical Plans
- D. Coordination with OWNER personnel as to methods of arranging construction work so that a Sequence of Construction can be developed for the contractor.
- E. CONSULTANT will submit the preliminary plans to the OWNER for review along with a preliminary estimate of construction costs.
- F. Furnish three (3) copies of the design, construction plans, specifications, and other documents listed in this Section A.1 to the OWNER.
- G. Representatives of the project team, including the project manager, will be present during the construction documents review meeting and field review with the OWNER. Prepare minutes of the meeting and disseminate to all attendees.
- H. Incorporate OWNER comments, additions, deletions, and/or corrections to the plans and specifications.
- I. Furnish final construction drawings, and final contract documents with bidding proposal to the OWNER for final approval and signatures.
- J. Prepare final estimate for cost of construction.
- K. Furnish construction drawings and contract documents as required during bidding cycles (via contractor deposits).
- L. CONSULTANT shall furnish three (3) ½ -size plan sets and two (2) full size plan sets that contain all addendum changes in paper and 1 electronic copy to the OWNER.

Phase 2 – Bidding Phase

The CONSULTANT will provide the following bidding phase services including:

- A. OWNER will disburse construction documents to prospective bidders via contractor deposits.
- B. Answer questions from prospective bidders and issue interpretations and clarifications in writing to OWNER.
- C. Prepare necessary addenda for distribution to all plan holders by the OWNER.
- D. Attend pre-bid conference with OWNER staff and prospective bidders to present project requirements and answer project related questions.
- E. Attend bid opening. Prepare a tabulation of the bid proposals received and a recommendation for award of the construction contract.

Phase 3 – Construction Phase

The CONSULTANT will provide the following services during the construction phase including:

- A. Attend pre-construction conference.
- B. Engineering surveys for horizontal and vertical controls will be established by the CONTRACTOR. Any necessary adjustments or re-establishment of controls will be by CONTRACTOR.
- C. Respond to requests for information.
- D. Respond to requests for clarifications.
- E. Review and approve, or take other appropriate action on detailed drawings, shop drawings, and material information submitted by the contractor. Such checking shall be only for conformance with the design concept of the Project and compliance with the information given in the contract documents.
- F. CONSULTANT will perform periodic review of construction to observe the work for general conformance with the plans and specifications.
- G. Attend project progress meetings.
- H. CONSULTANT will prepare and submit change orders and time extensions to the OWNER for approval together with the reason for the change order and a recommendation. This shall include detailed backup information and any necessary drawings to resolve actual field conditions encountered.
- I. Attend final inspection. CONSULTANT will prepare a detailed listing of items requiring further attention by the contractor in order to comply with project requirements, prior to making recommendation for final payment.
- J. Prepare for the OWNER a set of drawings suitable for scanning or microfilming showing those changes made during the construction process based on marked-up prints, drawings and other data furnished by the Contractor to CONSULTANT, such information being required of the Contractor in the construction Contract Documents. "Record" drawings shall be submitted in the full size/half size form and on a flash drive in digital format.

Phase 4 – Grant Administration

The CONSULTANT will provide the grant administration services including:

- A. Prepare Reports per ACOG requirements and submit to ACOG staff. Assist CITY staff with development of project cost spreadsheet.
- B. Attend project meetings or Audits with ACOG staff as required.
- C. ACOG Coordination with CITY staff.

Attachments – Schedule, Scope of Services, and Compensation
Electric Vehicle Charging Stations at City Hall

ATTACHMENT C

COMPENSATION

The OWNER will compensate the CONSULTANT 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:

Phase	Task Description	Total Fee Amount
1.0	Design Phase Services	\$18,400
2.0	Bidding Phase Services	\$2,520
3.0	Construction Phase Services	\$5,920
4.0	Grant Administration Services	\$1,800
	Other Expenses (Reproduction Services, Travel)	\$1,360
Total		\$30,000

CONSULTANT 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 CONSULTANT's interim statements.

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-10: FOR ECHAD WAY ESTATES WITH A VARIANCE IN THE PRIVATE ROAD WIDTH REQUIREMENT FROM 20-FEET TO 12-FEET AND EASEMENT E-2122-61 (LOCATED ONE-HALF MILE EAST OF 84TH AVENUE N.E. ON THE NORTH SIDE OF TECUMSEH ROAD.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/26/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-10: FOR ECHAD WAY ESTATES WITH A VARIANCE IN THE PRIVATE ROAD WIDTH REQUIREMENT FROM 20-FEET TO 12-FEET AND EASEMENT E-2122-61 (LOCATED ONE-HALF MILE EAST OF 84TH AVENUE N.E. ON THE NORTH SIDE OF TECUMSEH ROAD.)

BACKGROUND:

This item is Norman Rural Certificate of Survey No. COS-2122-10 for Echad Way Estates and is generally located one-half mile east of 84th Avenue N.E. on the north side of Tecumseh Road.

Norman Rural Certificate of Survey COS-2122-10 for Echad Way Estates was approved by Planning Commission at its meeting of February 10, 2022, with a variance in the private road width from 20' to 12' serving four tracts.

DISCUSSION:

This property consists of 40.04 acres. Tract 1 consists of 10.01 acres, Tract 2 consists of 10.01 acres, Tract 3 consists of 10.01 acres and Tract 4 consists of 10.01 acres.

The City standard road width for a private road is twenty-feet (20') in width. Whenever a private road serves four (4) lots or less, the applicant can request a variance to twelve-feet (12') in width.

This certificate of survey, if approved, will allow one single family structure on each tract. Private individual sanitary sewer systems and water wells will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards for each tract.

Fire protection will be provided by the City of Norman pumper/tanker trucks.

Tracts 1, 2 and 3 contains Water Quality Protection Zone (WQPZ) within the property for a tributary of Little River in the Lake Thunderbird watershed. However, there is sufficient area to construct a single-family residence outside of the WQPZ including sanitary sewer system and

water well. The required covenants protecting the WQPZ have been reviewed by the City Legal Department and will be filed of record with the certificate of survey. A drainage easement has been submitted to address the WQPZ.

Tracts 1 and 2 contain Flood Plain. However there is sufficient area to construct a residential house without encroaching the flood plain.

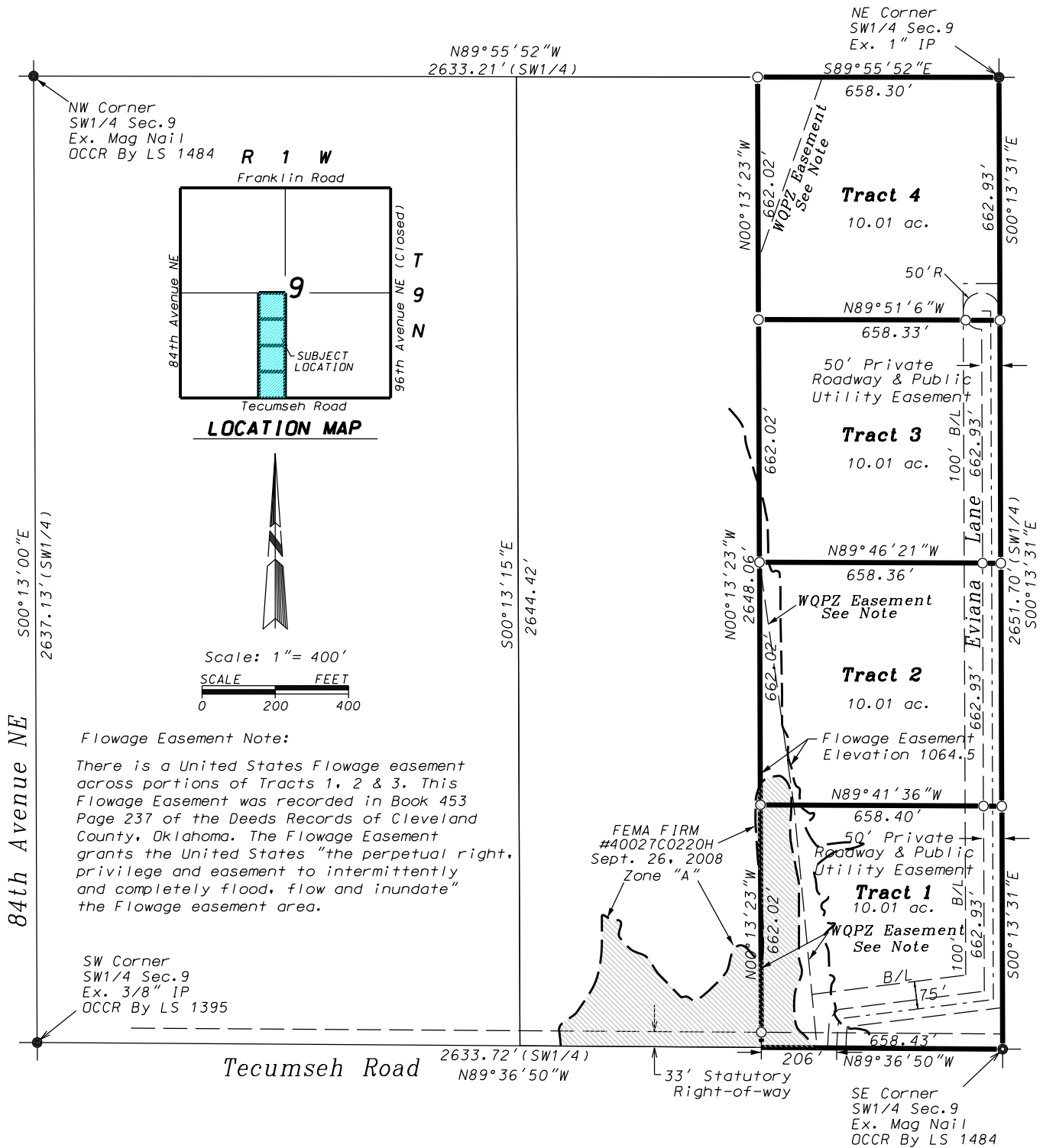
Tracts 1, 2 and 3 contain a Flowage Easement controlled by the Bureau of Reclamation.

These areas are no build for residential use. The Bureau of Reclamation has reviewed this proposal

RECOMMENDATION:

Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-2122-10 for Echad Way Estates, including the variance in the private road width from 20' to 12' serving four tracts and acceptance of Easement No. E-2122-61.

ECHAD WAY ESTATES
 A NORMAN RURAL CERTIFICATE
 OF SURVEY SUBDIVISION
 PART OF THE SW1/4 OF SECTION 9, T9N, R1W, I.M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA
 COS 2022-



NOTE:
 Bearings shown are based on a Bearing of N89°36'50"W between existing monuments on the South line of the SW1/4 of Section 9, T9N, R1W, I.M. Norman, Cleveland County, Oklahoma.

- (●) - Indicates Existing 3/8" Iron Pin Or Monument As Noted Hereon.
- (○) - Indicates Set 1/2" Iron Pin With Plastic Cap Marked " Pollard PLS 1474" Or Set PK Nail With Shiner Marked " P&W Surveying CA 2380".
- (OCCR) - Indicates Oklahoma Certified Corner Record on File With The Oklahoma Department of Libraries, Archives Division.
- (WQPZ) -Indicates the Water Quality Protective Zone. There shall be no clearing, grading, construction or disturbance of vegetation in this area except as permitted by the Director of Public Works, unless such disturbance is done in accordance with 19-514(E) of the Norman City Code. The WQPZ is subject to protective covenants that may be found in the Land Records and that may restrict disturbance and use of these areas.

<p>POLLARD & WHITED SURVEYING, INC.</p> <p>2514 Tee Drive Norman, OK 73069</p> <p>405-366-0001 Off.</p> <p>405-443-8100 Cell timepwsurveying.com</p> <p>CA 2380 exp.6-30-23</p>	<p>Jenson Atkinson</p> <p>Norman Certificate of Survey Subdivision</p> <p>Part of the SW1/4 of Section 9, T9N, R1W, IM</p> <p>Norman, Cleveland County, Oklahoma</p> <p>December 22, 2021 Drawn By: T. Pollard</p>	
	<p>9-9n1w.dgn Sheet 1 of 1</p>	
	<p>167</p>	

GRANT OF EASEMENT

E-2122-61

KNOW ALL MEN BY THESE PRESENTS:

That 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, that Jensen Atkinson, does hereby grant, bargain, sell and convey unto the **City Of Norman**, a municipal corporation, a **public drainage easement**, over, across the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

(WQPZ AREA)

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining and operating the facilities indicated below:

An easement being part of the East Half of the East Half of the Southwest Quarter (E1/2-E1/2-SW1/4) of Section Nine (9), Township Nine (9) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474 dated December 21, 2021 using an Arbitrary bearing of N89°36'50"W, on the South line of said SW1/4 as a Basis of Bearing, said tract further described as:

COMMENCING at the Southeast Corner of said E1/2-E1/2-SW1/4;

Thence N89°36'50"W, on the South line of said SW1/4, for a distance of 506.73 feet to the **POINT OF BEGINNING**;

Thence N00°13'23"W, on the West line of said E1/2-E1/2-SW1/4, for a distance of 1324.03 feet;

Thence S08°02'17"E for a distance of 669.07 feet;

Thence S05°27'26"E for a distance of 665.56 feet to the **POINT OF BEGINNING**.

TOGETHER WITH:

COMMENCING at the Southeast Corner of said E1/2-E1/2-SW1/4;

Thence N89°36'50"W, on said South line, for a distance of 658.43 feet to the Southwest corner of said E1/2-E1/2-SW1/4;

Thence N00°13'23"W, on the West line of said E1/2-E1/2-SW1/4, for a distance of 2148.55 feet to the **POINT OF BEGINNING**;

Thence N00°13'23"W, on said West line, for a distance of 499.51 feet to the Northwest corner of said E1/2-E1/2-SW1/4;

Thence S89°55'52"E, on the North line of said E1/2-E1/2-SW1/4, for a distance of 177.13 feet;

Thence S19°20'02"W for a distance of 529.13 feet to the **POINT OF BEGINNING**.

Drainage and other rights for a Water Quality Protection Zone (WQPZ)

To have and to hold the same unto said City, it's successors and assigns forever.

Signed and delivered this 11th day of April 2022.



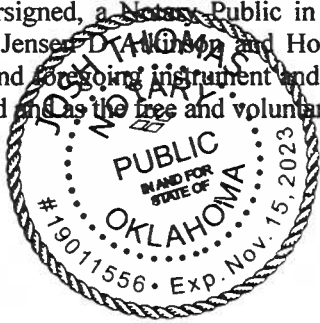
Jensen D Atkinson: Owner

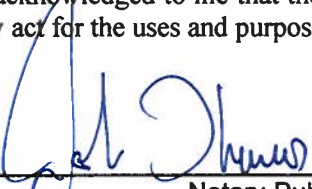


Hosanna J Atkinson

**STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:**

Before me, the undersigned, a Notary Public in and for said County and State on this 11th Day of April 2022, personally appeared, Jensen D Atkinson and Hosanna J Atkinson, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act for the uses and purposes herein set forth.





Notary Public

CITY ATTORNEY

Approved as to form and legality this 19 day of April, 2022



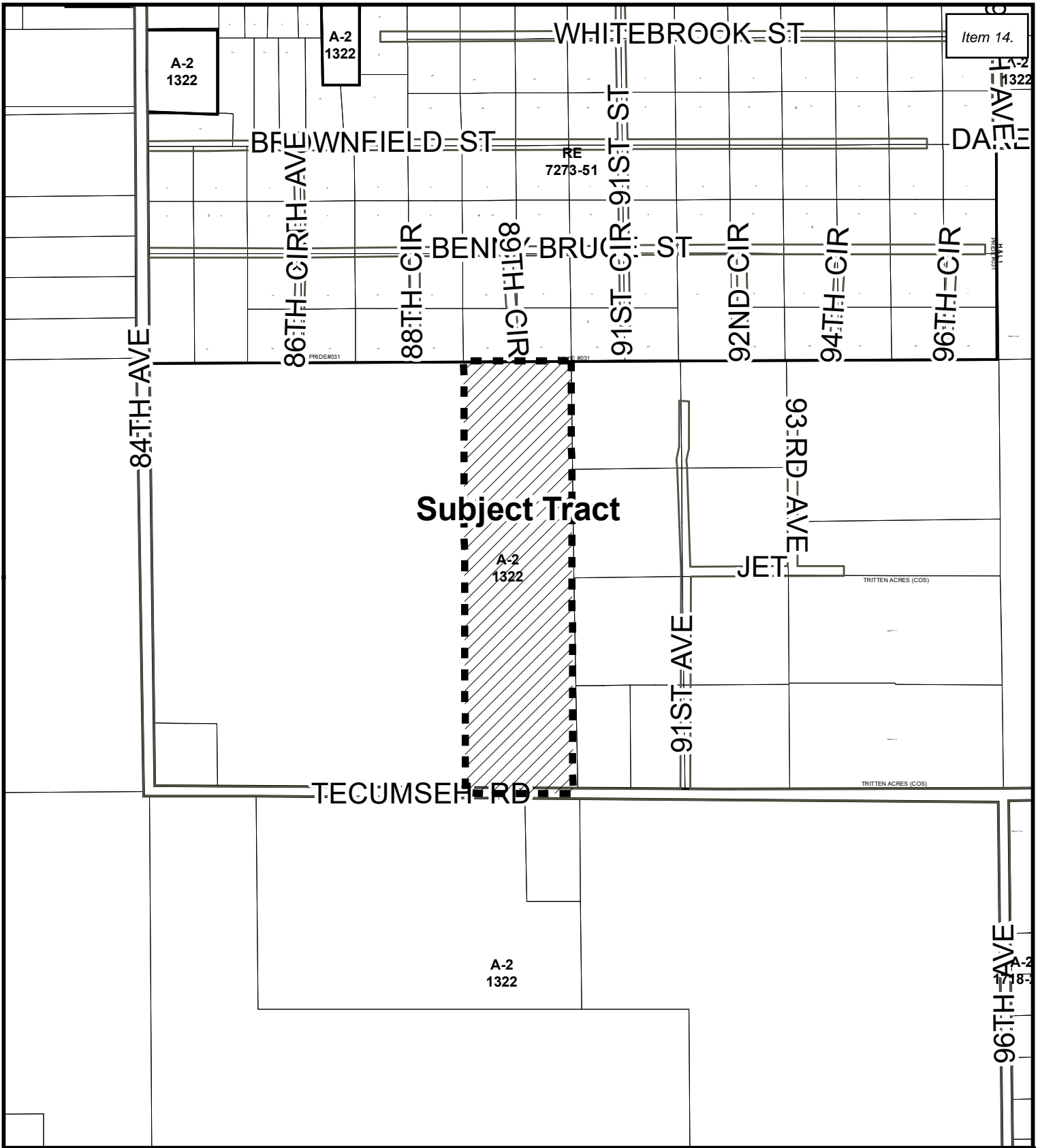
City Attorney

NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this ____ day of _____, 20__.

ATTEST: _____
City Clerk

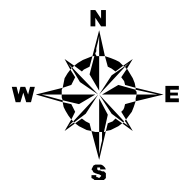
Mayor



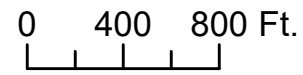
Location Map





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.



January 4, 2022



-  Subject Tract
-  Zoning

POLLARD & WHITED SURVEYING, INC.

2514 Tee Drive Norman, OK 73069
office (405)366-0001
tim@pwsurveying.com

December 29, 2021

City Of Norman Planning Commission
and City of Norman Staff Members
201 W. Gray
Norman, OK 73070

Re: Variance Request for proposed Certificate of Survey (COS) Subdivision
to be known as **“Echad Way Estates”**
in the SW1/4 of Sec.9, T9N, R1W, I.M.
Norman, Cleveland County, Oklahoma

To all interested parties,

An application has been submitted to the City of Norman Staff for **“Echad Way Estates”**. The proposed subdivision is located in the SW1/4 of Section 9, T9N, RW. The location can be generally described as: Located on the North side of East Tecumseh Road approximately 4 tenths of a mile (2000') East of 84th Avenue NE in Norman.

This letter is a request for variance of the proposed COS Subdivision to be known as **“Echad Way Estates”** to the City of Norman, Cleveland County, Oklahoma. The applicant is asking the City of Norman to allow them to construct a private road of a minimum of Twelve (12) foot width.

“Echad Way Estates” will consist of only Four (4) residential tracts. Each tract will be accessed by a private road easement to be known as **“Eviana Lane”**. Eviana Lane will originate on Tecumseh Road and extend North to access each of the tracts. Only Four (4) tracts will be served by this private drive and the Applicants would request a variance be granted to allow this private drive to only be Twelve (12) feet wide.

If you have any questions or concerns about this request, please call me at my office (405)366-0001, mobile (405)443-8100, or you can email me at tim@pwsurveying.com.



Respectfully,

Timothy G. Pollard, PLS

Planning Commission Agenda
February 10, 2022

CERTIFICATE OF SURVEY
COS-2122-10

ITEM NO. 2

STAFF REPORT

ITEM: Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2122-10 FOR ECHAD WAY ESTATES.**

LOCATION: Generally located one-half mile east of 84th Avenue N.E on the north side of East Tecumseh Road.

INFORMATION:

1. Owners. Jensen Atkinson.
2. Developer. Jensen Atkinson.
3. Surveyor. Pollard & Whited Surveying, Inc.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1312 annexing the remainder of this property into the Norman Corporate City limits without zoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewer. Individual sanitary sewer systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
4. Acreage. This property consists of 40.04 acres. Tract 1 consists of 10.01 acres, Tract 2 consists of 10.01 acres, Tract 3 consists of 10.01 acres and Tract 4 consists of 10.01 acres.

5. Private Road. A private road will provide access to the four tracts. Its location connecting to Tecumseh Road has been approved by the Traffic Engineer. City standards requires a private road width of twenty-feet unless serving four (4) tracts or lots or fewer. The surveyor for the applicant has requested a variance in the 20' width to a 12' width private road since it will serve only four tracts.
6. Water Quality Protection Zone. Tracts 1, 2 and 3 contain WQPZ. However, there is sufficient area to construct structures and private sanitary sewer systems outside of the WQPZ. This area will be protected by the owners per required covenants.
7. Flood Plain. Tracts 1 and 2 contain flood plain. However, there is sufficient area to construct structures outside of the flood plain.
8. Covenants. Covenants addressing the WQPZ are being reviewed by City Legal staff.

SUPPLEMENTAL MATERIAL: Copies of a location map, Norman Rural Certificate of Survey No. COS-2122-10 for Echad Way Estates and a letter of request for a variance in the minimum width requirement for a private road are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The applicant's surveyor is requesting a variance in the private road width based on the fact it is serving only four tracts. Staff recommends approval of a variance in the private road width requirement from 20' width to a 12' width since it will serve only four tracts. Staff supports the variance and Norman Rural Certificate of Survey No. COS-2122-10 for Echad Way Estates.

ACTION NEEDED: Recommend approval or disapproval of a variance in the private road width from 20' to 12' serving four tracts and recommend approval or disapproval of Norman Rural Certificate of Survey No. COS-2122-10 for Echad Way Estates to City Council.

ACTION TAKEN: _____

GBC 22-01

APPLICANT	Jensen Atkinson
LOCATION	East half of the East half of SW ¼ section of 84th Avenue NE & Tecumseh Rd
PROPOSAL	Echad Way Estates COS; Divide approximately 40 acres into 4 tracts of 10-acres each for residential development
NORMAN 2025 LAND USE	Current: Country Residential/Floodplain
LAND USE	Current: Vacant Proposed: Single-family residential

Greenbelt Commission Final Comments - GBC 22-01

Greenbelt forwards this item with no additional comments.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

FEBRUARY 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 February, 2022.

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

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

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Erin Williford
Kevan Parker
Steven McDaniel
Erica Bird
Dave Boeck
Shaun Axton
Michael Jablonski

MEMBERS ABSENT

None

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Roné Tromble, Recording Secretary
Bryce Holland, Multimedia Specialist
Beth Muckala, Asst. City Attorney
Ken Danner, Subdivision Development
Manager
Jami Short, Traffic Engineer

* * *

Chair Bird welcomed Shaun Axton to the Planning Commission. Mr. Axton introduced himself and his background.

CONSENT DOCKET

Item No. 1, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES OF THE JANUARY 13, 2022 REGULAR PLANNING COMMISSION MEETING.

Item No. 2, being:

COS-2122-10 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY JENSEN ATKINSON (POLLARD & WHITED SURVEYING, INC.) FOR ECHAD WAY ESTATES, WITH A VARIANCE IN THE WIDTH OF THE PRIVATE DRIVE TO 12', FOR 40.04 ACRES OF PROPERTY GENERALLY LOCATED 1/2 MILE EAST OF 84TH AVENUE N.E. ON THE NORTH SIDE OF TECUMSEH ROAD.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Chair Bird asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, she asked if any member of the public wished to remove any item. There being none, she asked for a motion.

Dave Boeck moved to approve the Consent Docket as presented. Michael Jablonski 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, Dave Boeck, Shaun Axton, Michael Jablonski
NAYES	None
MEMBERS ABSENT	None

Ms. Tromble announced that the motion, to adopt the Consent Docket as presented, passed by a vote of 7-0.

* * *

Item No. 2, being:

COS-2122-10 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY JENSEN ATKINSON (POLLARD & WHITED SURVEYING, INC.) FOR ECHAD WAY ESTATES, WITH A VARIANCE IN THE WIDTH OF THE PRIVATE DRIVE TO 12', FOR 40.04 ACRES OF PROPERTY GENERALLY LOCATED 1/2 MILE EAST OF 84TH AVENUE N.E. ON THE NORTH SIDE OF TECUMSEH ROAD.

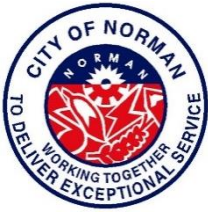
ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Certificate of Survey – ECHAD WAY ESTATES
3. Staff Report
4. Variance Request
5. Greenbelt Commission Comments

This item was recommended to City Council for approval on the Consent Docket by a vote of 7-0.

File Attachments for Item:

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-12: FOR HALEY ESTATES II AND EASEMENTS E-2122-62, E-2122-63, AND E-2122-64. (LOCATED AT THE NORTHWEST CORNER OF LINDSEY STREET AND 60TH AVENUE SE.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/26/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-12: FOR HALEY ESTATES II AND EASEMENTS E-2122-62, E-2122-63, AND E-2122-64. (LOCATED AT THE NORTHWEST CORNER OF LINDSEY STREET AND 60TH AVENUE SE.)

BACKGROUND:

This item is Norman Rural Certificate of Survey COS-2122-12 for Haley Estates II located at the northwest corner of the intersection of Lindsey Street and 60th Avenue S.E.

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

Planning Commission, at its meeting of March 10, 2022, approved Norman Rural Certificate of Survey COS-2122-12 for Haley Estates II.

DISCUSSION:

This property consists of 35.06 acres. Tract 1 consists of 10.00 acres, Tract 2 consists of 10.00 acres and Tract 3 consists of 15.06 acres.

This certificate of survey, if approved, will allow one single family structure on each tract. Private individual sanitary sewer system and water well will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards. There are existing structures located on Tracts 1 and 2 with existing private sanitary sewers and water wells.

Fire protection will be provided by the City of Norman pumper/tanker trucks.

East Lindsey Street and 60th Avenue S.E. are classified as minor rural arterials. An easement for roadway, drainage and utilities has been submitted. A 20' trail easement has been submitted parallel to the roadway easement. A drainage easement covering the WQPZ has been submitted.

Water Quality Protection Zone (WQPZ) is located within Tract 3. The owner will be required to protect this area. There is sufficient area for the tract to allow proposed structures and private sanitary sewer system without encroaching into the WQPZ.

Covenants addressing the WQPZ have been approved as to form by City Legal staff.

There is Flood Plain within Tract 3 however there is sufficient area for building a single-family structure and various support structures without impacting the flood plain.

RECOMMENDATION:

Based upon the above information, staff recommends and approval of Norman Rural Certificate of Survey COS-2122-12, Easement E-2122-62, Easement E-2122-63 and Easement E-2122-64 for Haley Estates II.

**HALEY ESTATES II,
a revision of Tracts B and C, Haley Estates
NORMAN RURAL CERTIFICATE OF SURVEY**

COS 2122-12

Part of the S/2 of the SE/4 of Sec. 36, T9N, R2W, I.M.
Norman, Cleveland County, Oklahoma

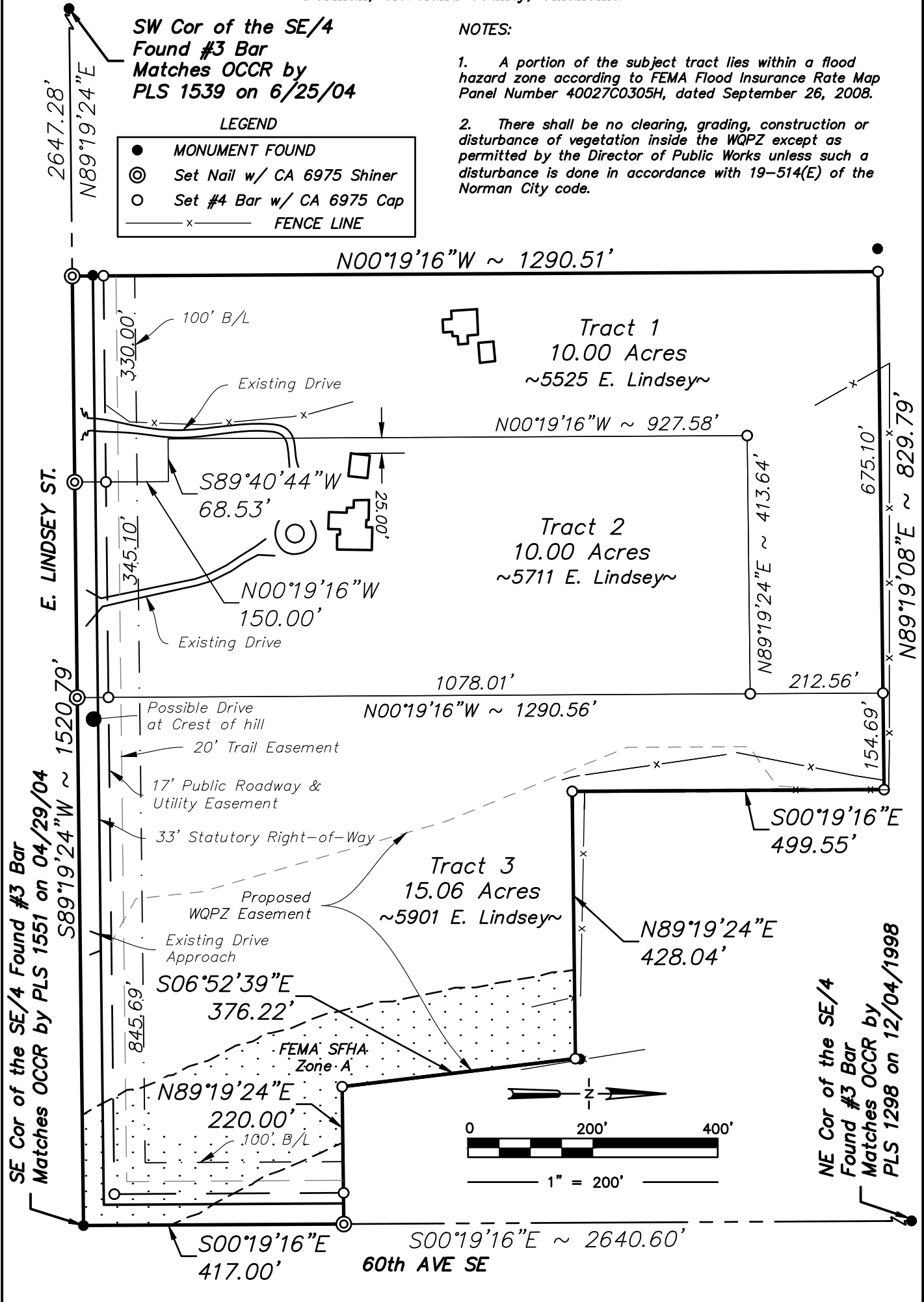
**SW Cor of the SE/4
Found #3 Bar
Matches OCCR by
PLS 1539 on 6/25/04**

NOTES:

1. A portion of the subject tract lies within a flood hazard zone according to FEMA Flood Insurance Rate Map Panel Number 40027C0305H, dated September 26, 2008.
2. There shall be no clearing, grading, construction or disturbance of vegetation inside the WQPZ except as permitted by the Director of Public Works unless such a disturbance is done in accordance with 19-514(E) of the Norman City code.

LEGEND

- MONUMENT FOUND
- ⊙ Set Nail w/ CA 6975 Shiner
- Set #4 Bar w/ CA 6975 Cap
- x— FENCE LINE



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Parkhill
3226 Bart Conner Dr, Norman, OK 73072
http://www.parkhill.com PH.(405)366-8541 CA # 6975

Surveyed By: PR / SM	HALEY ESTATES II - SURVEY
Drawn By: BW	NORMAN RURAL CERTIFICATE OF SURVEY
Approved By: BW	TRACTS B & C, HALEY ESTATES NRCOS, 2007
Date: 02/07/2022	PT SE/4 S36-T9N-R2W, CLEVELAND CO, OKLAHOMA
Scale: 1" = 200'	HALEY FAMILY
Project No: 01459722	

Sheet Number	1
Sheet 1 of	

GRANT OF EASEMENT

E- 2122 - 62

KNOW ALL MEN BY THESE PRESENTS:

THAT, KEVIN A. HALEY AND JULIE A. HALEY, AS TRUSTEES OF THE KEVIN A. HALEY AND JULIE A. HALEY FAMILY TRUST DATED FEBRUARY 9, 2022 in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public trail easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A tract of land situate in Tracts 1, 2, and 3 of HALEY ESTATES II, a revision of Tracts B and C of Haley Estates being a part of the South Half of the Southeast Quarter (S/2 SE/4) of Section Thirty-Six, Township Nine North, Range Two West of the Indian Meridian (Sec. 36-T9N-R2W, I.M.), Norman, Cleveland County, Oklahoma, and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter;
THENCE N 00°19'16" W, along the east line of said Southeast Quarter, a distance of 417.00 feet to the most easterly northeast corner of said Tract 3;
THENCE S 89°19'24" W, along the most southerly north line of said Tract 3, a distance of 50.00 feet to the POINT OF BEGINNING;
THENCE S 00°19'16" E, parallel with and 50 feet west of the east line of said Southeast Quarter, a distance of 367.00 feet;
THENCE S 89°19'24" W, parallel with and 50 feet north of the south line of said Southeast Quarter, a distance of 1470.79 feet to a point on the west line of said Tract 1;
THENCE N 00°19'16" W, along the west line of said Tract 1, a distance of 20.00 feet;
THENCE N 89°19'24" E, parallel with and 70 feet north of the south line of said Southeast Quarter, a distance of 1450.79 feet;
THENCE N 00°19'16" W, parallel with and 70 feet west of the east line of said Southeast Quarter, a distance of 347.00 feet to a point on the most southerly north line of said Tract 3;
THENCE N 89°19'24" E, along said north line of said Tract 3, a distance of 20.00 feet to the POINT OF BEGINNING.

Said Tract containing 0.83 Acres (36,356 Sq. Ft.), more or less.
SEE EXHIBIT 'A'

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating an easement as indicated below:

20' PUBLIC TRAIL EASEMENT

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

SIGNED and delivered this 11th day of April, 2022.

BY: *Kevin Haley*

BY: *Julie Haley*

As Trustees of the Kevin A. Haley and Julie A. Haley Family Trust Dated February 9, 2022

REPRESENTATIVE ACKNOWLEDGMENT

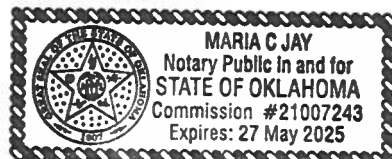
STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of April, 2022, personally appeared Kevin Haley and Julie Haley, to me known to be the identical persons who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Maria Jay
Notary Public

My Commission Expires: 5/27/2025



E-2122-62

Approved as to form and legality this 19 day of April, 2022

Elisabeth Ludkela
City Attorney

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

Mayor

ATTEST:

City Clerk SEAL:

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20 ____, personally appeared _____ and _____, to me known to be the identical person(s) who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: _____

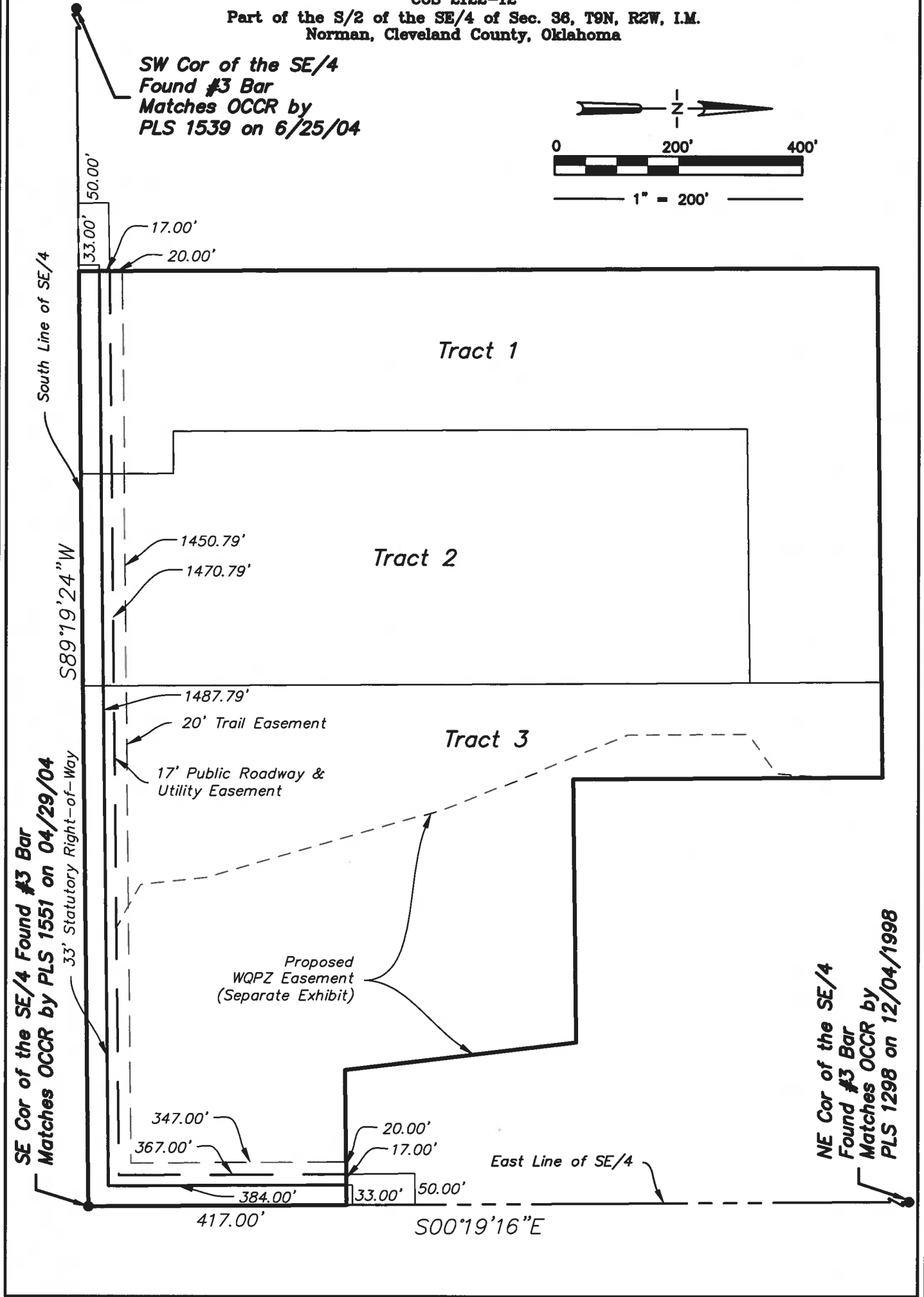
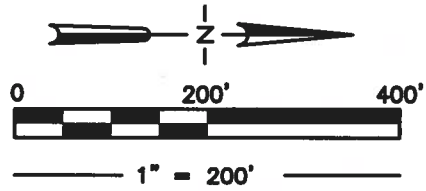
E-2122-62

ROADWAY & TRAIL EASEMENT EXHIBIT 'A'
HALEY ESTATES II,
 a revision of Tracts B and C, Haley Estates
NORMAN RURAL CERTIFICATE OF SURVEY

COS 2122-12

Part of the S/2 of the SE/4 of Sec. 36, T9N, R2W, I.M.
 Norman, Cleveland County, Oklahoma

SW Cor of the SE/4
 Found #3 Bar
 Matches OCCR by
 PLS 1539 on 6/25/04



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SE Cor of the SE/4 Found #3 Bar
 Matches OCCR by PLS 1551 on 04/29/04

NE Cor of the SE/4
 Found #3 Bar
 Matches OCCR by
 PLS 1298 on 12/04/1998

Parkhill
 3226 Bart Conner Dr, Norman, OK 73072
<http://www.parkhill.com> PHL(405)368-8841 CA # 0875

Surveyed By:	PR / SM
Drawn By:	BW
Approved By:	BW
Date:	02/07/2022
Scale:	1" = 200'
Project No:	01459722

HALEY ESTATES II - EASEMENT EXHIBIT A NORMAN RURAL CERTIFICATE OF SURVEY
TRACTS B & C, HALEY ESTATES NRCOS, 2007 PT SE/4 S36-T9N-R2W, CLEVELAND CO, OKLAHOMA
HALEY FAMILY

Sheet Number	1
Sheet 1 of 2	

ROADWAY & TRAIL EASEMENT EXHIBIT 'A'
HALEY ESTATES II,
a revision of Tracts B and C, Haley Estates
NORMAN RURAL CERTIFICATE OF SURVEY

COS 2122-12

Part of the S/2 of the SE/4 of Sec. 36, T9N, R2W, I.M.
Norman, Cleveland County, Oklahoma

ROADWAY EASEMENT

A tract of land situate in Tracts 1, 2, and 3 of HALEY ESTATES II, a revision of Tracts B and C of Haley Estates being a part of the South Half of the Southeast Quarter (S/2 SE/4) of Section Thirty-Six, Township Nine North, Range Two West of the Indian Meridian (Sec. 36-T9N-R2W, I.M.), Norman, Cleveland County, Oklahoma, and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter;

THENCE N 00°19'16" W, along the east line of said Southeast Quarter, a distance of 417.00 feet to the northeast corner of said Tract 3;

THENCE S 89°19'24" W, parallel with the south line of said Southeast Quarter, a distance of 33.00 feet to a point on the Statutory Right-of-Way, also being the POINT OF BEGINNING;

THENCE S 00°19'16" E, along said Statutory Right-of-Way, a distance of 384.00 feet to the intersection of Statutory Right-of-Way;

THENCE S 89°19'24" W, along the Statutory Right-of-Way, a distance of 1487.79 feet to a point on the west line of said Tract 1;

THENCE N 00°19'16" W, along the west line of said Tract 1, a distance of 17.00 feet;

THENCE N 89°19'24" E, parallel with and 50 feet north of the south line of said Southeast Quarter, a distance of 1470.79 feet;

THENCE N 00°19'16" W, parallel with and 50 feet west of the east line of said Southeast Quarter, a distance of 367.00 feet to a point on the most southerly north line of Tract 3;

THENCE N 89°19'24" E, along said north line of Tract 3, a distance of 17.00 feet to the POINT OF BEGINNING.

Said Tract containing 0.72 Acres (31,531 Sq. Ft.), more or less.

TRAIL EASEMENT

A tract of land situate in Tracts 1, 2, and 3 of HALEY ESTATES II, a revision of Tracts B and C of Haley Estates being a part of the South Half of the Southeast Quarter (S/2 SE/4) of Section Thirty-Six, Township Nine North, Range Two West of the Indian Meridian (Sec. 36-T9N-R2W, I.M.), Norman, Cleveland County, Oklahoma, and being more particularly described as follows:

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THENCE N 00°19'16" W, along the east line of said Southeast Quarter, a distance of 417.00 feet to the most easterly northeast corner of said Tract 3;

THENCE S 89°19'24" W, along the most southerly north line of said Tract 3, a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE S 00°19'16" E, parallel with and 50 feet west of the east line of said Southeast Quarter, a distance of 367.00 feet;

THENCE S 89°19'24" W, parallel with and 50 feet north of the south line of said Southeast Quarter, a distance of 1470.79 feet to a point on the west line of said Tract 1;

THENCE N 00°19'16" W, along the west line of said Tract 1, a distance of 20.00 feet;

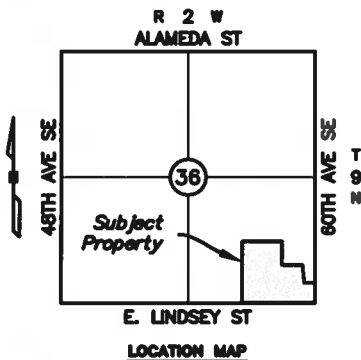
THENCE N 89°19'24" E, parallel with and 70 feet north of the south line of said Southeast Quarter, a distance of 1450.79 feet;

THENCE N 00°19'16" W, parallel with and 70 feet west of the east line of said Southeast Quarter, a distance of 347.00 feet to a point on the most southerly north line of said Tract 3;

THENCE N 89°19'24" E, along said north line of said Tract 3, a distance of 20.00 feet to the POINT OF BEGINNING.

Said Tract containing 0.83 Acres (36,356 Sq. Ft.), more or less.

Basis of Bearing - East line of SE/4 of Sec. 36-T9N-R2W, I.M. (OK State Plane Grid - N 00°19'16" W).



BEAU WINFREY, P.L.S. NO. 1766

DATED: 02/23/2022

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Parkhill
 3226 Bart Conner Dr, Norman, OK 73072
 http://www.parkhill.com PH:(405)366-8841 CA # 8875

Surveyed By: PR / SM	HALEY ESTATES II - EASEMENT EXHIBIT A
Drawn By: BW	NORMAN RURAL CERTIFICATE OF SURVEY
Approved By: BW	TRACTS B & C, HALEY ESTATES NRCOS, 2007
Date: 02/07/2022	PT SE/4 S36-T9N-R2W, CLEVELAND CO, OKLAHOMA
Scale: 1" = 200'	HALEY FAMILY
Project No: 01459722	

Sheet Number	2
Sheet 2 of 2	

GRANT OF EASEMENT

E- 2122- - 63

KNOW ALL MEN BY THESE PRESENTS:

THAT, KEVIN A. HALEY AND JULIE A. HALEY, AS TRUSTEES OF THE KEVIN A. HALEY AND JULIE A. HALEY FAMILY TRUST DATED FEBRUARY 9, 2022 in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility(ies), drainage and/or roadway(s) over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A tract of land situate in Tracts 1, 2, and 3 of HALEY ESTATES II, a revision of Tracts B and C of Haley Estates being a part of the South Half of the Southeast Quarter (S/2 SE/4) of Section Thirty-Six, Township Nine North, Range Two West of the Indian Meridian (Sec. 36-T9N-R2W, I.M.), Norman, Cleveland County, Oklahoma, and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter;
THENCE N 00°19'16" W, along the east line of said Southeast Quarter, a distance of 417.00 feet to the northeast corner of said Tract 3;
THENCE S 89°19'24" W, parallel with the south line of said Southeast Quarter, a distance of 33.00 feet to a point on the Statutory Right-of-Way, also being the POINT OF BEGINNING;
THENCE S 00°19'16" E, along said Statutory Right-of-Way, a distance of 384.00 feet to the intersection of Statutory Right-of-Way;
THENCE S 89°19'24" W, along the Statutory Right-of-Way, a distance of 1487.79 feet to a point on the west line of said Tract 1;
THENCE N 00°19'16" W, along the west line of said Tract 1, a distance of 17.00 feet;
THENCE N 89°19'24" E, parallel with and 50 feet north of the south line of said Southeast Quarter, a distance of 1470.79 feet;
THENCE N 00°19'16" W, parallel with and 50 feet west of the east line of said Southeast Quarter, a distance of 367.00 feet to a point on the most southerly north line of Tract 3;
THENCE N 89°19'24" E, along said north line of Tract 3, a distance of 17.00 feet to the POINT OF BEGINNING.
Said Tract containing 0.72 Acres (31,531 Sq. Ft.), more or less.

SEE EXHIBIT 'A'

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating an easement as indicated below:

PUBLIC UTILITIES, DRAINAGE AND ROADWAY

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

SIGNED and delivered this 11th day of April, 2022.

BY: Kevin Haley

BY: Julie Haley

As Trustees of the Kevin A. Haley and Julie A. Haley Family Trust Dated February 9, 2022

REPRESENTATIVE ACKNOWLEDGMENT

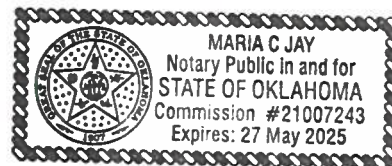
STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of April, 2022, personally appeared Kevin Haley and Julie Haley, to me known to be the identical persons who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 5/27/2025

Maria Jay
Notary Public



E-2122-63

Approved as to form and legality this 19 day of April, 2022.

Elizabeth I. White
City Attorney

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

Mayor

ATTEST:

_____ SEAL:
City Clerk

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ and _____, to me known to be the identical person(s) who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

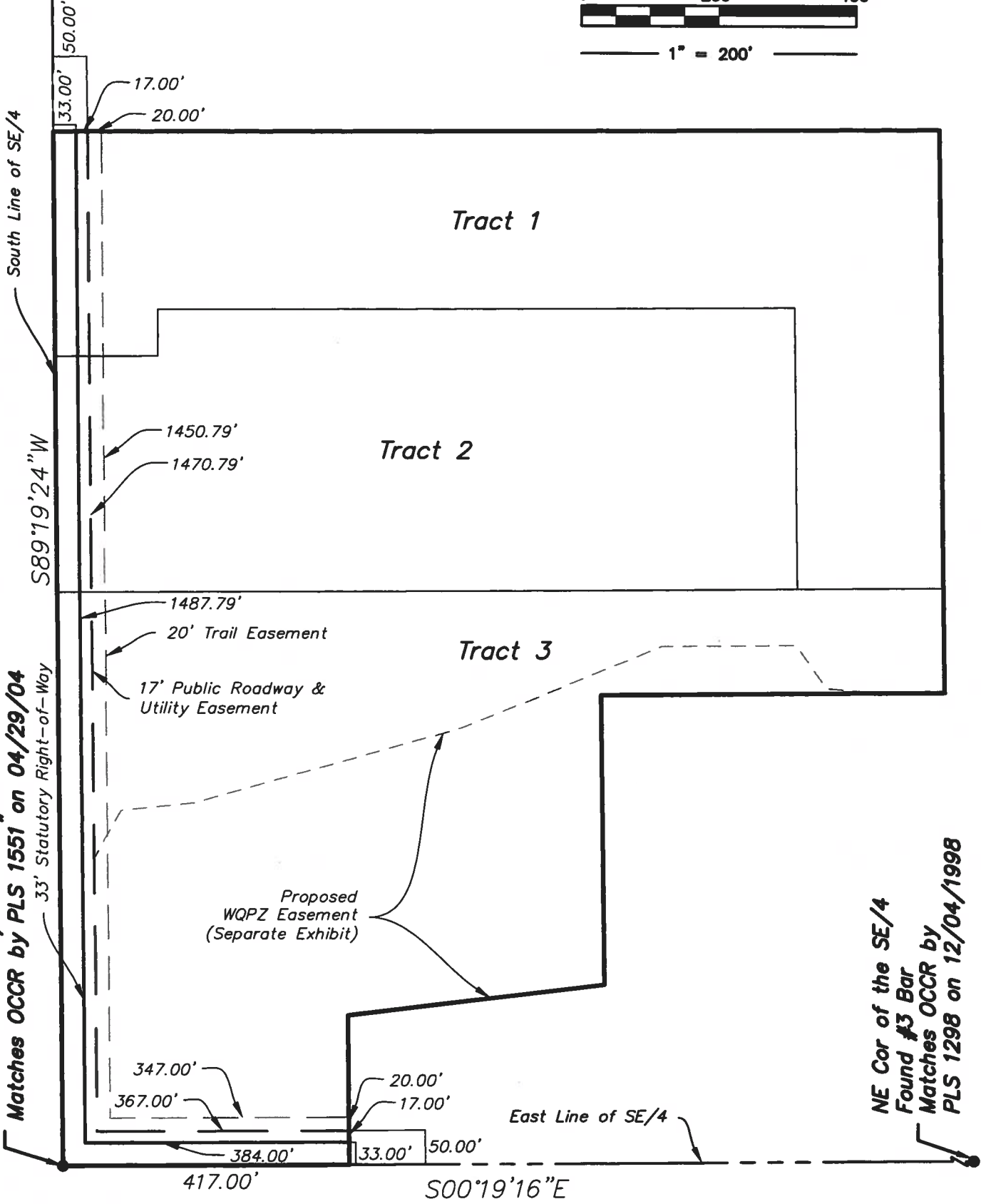
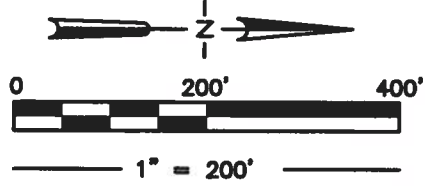
My Commission Expires: _____

ROADWAY & TRAIL EASEMENT EXHIBIT 'A'
HALEY ESTATES II,
 a revision of Tracts B and C, Haley Estates
NORMAN RURAL CERTIFICATE OF SURVEY

COS 2122-12

Part of the S/2 of the SE/4 of Sec. 36, T9N, R2W, I.M.
Norman, Cleveland County, Oklahoma

SW Cor of the SE/4
 Found #3 Bar
 Matches OCCR by
 PLS 1539 on 6/25/04



SE Cor of the SE/4 Found #3 Bar
 Matches OCCR by PLS 1551 on 04/29/04
 33' Statutory Right-of-Way

NE Cor of the SE/4
 Found #3 Bar
 Matches OCCR by
 PLS 1298 on 12/04/1998

C:\Projects\01459722.00 Haley_Certificate of Survey\Final\BY_01459722_Haley_Certificate of Survey.dwg 2/16/2022 5:48:23 PM

Parkhill
 3228 Bart Corner Dr, Norman, OK 73072
<http://www.parkhill.com> PH(405)366-8841 CA # 8975

Surveyed By:	PR / SM
Drawn By:	BW
Approved By:	BW
Date:	02/07/2022
Scale:	1" = 200'
Project No:	01459722

HALEY ESTATES II - EASEMENT EXHIBIT A NORMAN RURAL CERTIFICATE OF SURVEY	
TRACTS B & C, HALEY ESTATES NRCOS, 2007 PT SE/4 S36-T9N-R2W, CLEVELAND CO, OKLAHOMA	
HALEY FAMILY	

Sheet Number	1
Sheet 1 of 2	

ROADWAY & TRAIL EASEMENT EXHIBIT 'A'
HALEY ESTATES II,
a revision of Tracts B and C, Haley Estates
NORMAN RURAL CERTIFICATE OF SURVEY

COS 2122-12

Part of the S/2 of the SE/4 of Sec. 36, T9N, R2W, I.M.
Norman, Cleveland County, Oklahoma

ROADWAY EASEMENT

A tract of land situate in Tracts 1, 2, and 3 of HALEY ESTATES II, a revision of Tracts B and C of Haley Estates being a part of the South Half of the Southeast Quarter (S/2 SE/4) of Section Thirty-Six, Township Nine North, Range Two West of the Indian Meridian (Sec. 36-T9N-R2W, I.M.), Norman, Cleveland County, Oklahoma, and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter;

THENCE N 00°19'16" W, along the east line of said Southeast Quarter, a distance of 417.00 feet to the northeast corner of said Tract 3;

THENCE S 89°19'24" W, parallel with the south line of said Southeast Quarter, a distance of 33.00 feet to a point on the Statutory Right-of-Way, also being the POINT OF BEGINNING;

THENCE S 00°19'16" E, along said Statutory Right-of-Way, a distance of 384.00 feet to the intersection of Statutory Right-of-Way;

THENCE S 89°19'24" W, along the Statutory Right-of-Way, a distance of 1487.79 feet to a point on the west line of said Tract 1;

THENCE N 00°19'16" W, along the west line of said Tract 1, a distance of 17.00 feet;

THENCE N 89°19'24" E, parallel with and 50 feet north of the south line of said Southeast Quarter, a distance of 1470.79 feet;

THENCE N 00°19'16" W, parallel with and 50 feet west of the east line of said Southeast Quarter, a distance of 367.00 feet to a point on the most southerly north line of Tract 3;

THENCE N 89°19'24" E, along said north line of Tract 3, a distance of 17.00 feet to the POINT OF BEGINNING.

Said Tract containing 0.72 Acres (31,531 Sq. Ft.), more or less.

TRAIL EASEMENT

A tract of land situate in Tracts 1, 2, and 3 of HALEY ESTATES II, a revision of Tracts B and C of Haley Estates being a part of the South Half of the Southeast Quarter (S/2 SE/4) of Section Thirty-Six, Township Nine North, Range Two West of the Indian Meridian (Sec. 36-T9N-R2W, I.M.), Norman, Cleveland County, Oklahoma, and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter;

THENCE N 00°19'16" W, along the east line of said Southeast Quarter, a distance of 417.00 feet to the most easterly northeast corner of said Tract 3;

THENCE S 89°19'24" W, along the most southerly north line of said Tract 3, a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE S 00°19'16" E, parallel with and 50 feet west of the east line of said Southeast Quarter, a distance of 367.00 feet;

THENCE S 89°19'24" W, parallel with and 50 feet north of the south line of said Southeast Quarter, a distance of 1470.79 feet to a point on the west line of said Tract 1;

THENCE N 00°19'16" W, along the west line of said Tract 1, a distance of 20.00 feet;

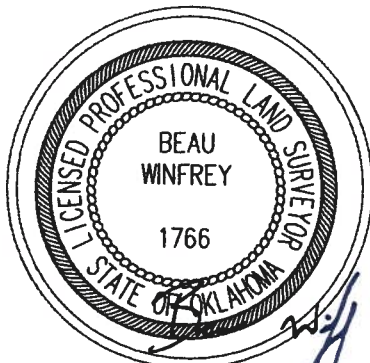
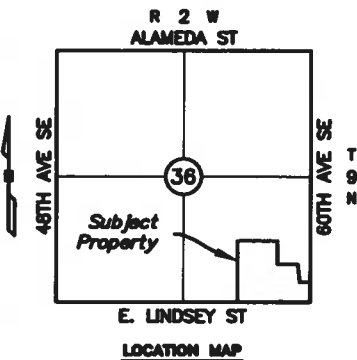
THENCE N 89°19'24" E, parallel with and 70 feet north of the south line of said Southeast Quarter, a distance of 1450.79 feet;

THENCE N 00°19'16" W, parallel with and 70 feet west of the east line of said Southeast Quarter, a distance of 347.00 feet to a point on the most southerly north line of said Tract 3;

THENCE N 89°19'24" E, along said north line of said Tract 3, a distance of 20.00 feet to the POINT OF BEGINNING.

Said Tract containing 0.83 Acres (36,356 Sq. Ft.), more or less.

Basis of Bearing - East line of SE/4 of Sec. 36-T9N-R2W, I.M. (OK State Plane Grid - N 00°19'16" W).



DATED: 02/23/2022

BEAU WINFREY, P.L.S. NO. 1766

Parkhill

3228 Bart Conner Dr, Norman, OK 73072
http://www.parkhill.com PH:(405)366-8841 CA # 0075

Surveyed By: PR / SM	HALEY ESTATES II - EASEMENT EXHIBIT A
Drawn By: BW	NORMAN RURAL CERTIFICATE OF SURVEY
Approved By: BW	TRACTS B & C, HALEY ESTATES NRCOS, 2007
Date: 02/07/2022	PT SE/4 S36-T9N-R2W, CLEVELAND CO, OKLAHOMA
Scale: 1" = 200'	HALEY FAMILY
Project No: 01459722	

Sheet Number	2
Sheet 2 of 2	

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GRANT OF EASEMENT

E- 2122 - 64

KNOW ALL MEN BY THESE PRESENTS:

THAT, KEVIN A. HALEY AND JULIE A. HALEY, AS TRUSTEES OF THE KEVIN A. HALEY AND JULIE A. HALEY FAMILY TRUST DATED FEBRUARY 9, 2022 in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a drainage easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

See Exhibit 'B'

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating an easement as indicated below:

WATER QUALITY PROTECTION ZONE

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

SIGNED and delivered this 11th day of April, 2022.

BY: *Kevin Haley*

BY: *Julie Haley*

As Trustees of the Kevin A. Haley and Julie A. Haley Family Trust Dated February 9, 2022

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of April, 2022, personally appeared Kevin Haley and Julie Haley, to me known to be the identical persons who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Maria Jay
Notary Public

My Commission Expires: 5/27/2025



Approved as to form and legality this 19 day of April, 20 22.

Elizabeth Luckala
City Attorney

E-2122-64

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

Mayor

ATTEST:

City Clerk

SEAL:

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20_____, personally appeared _____ and _____, to me known to be the identical person(s) who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

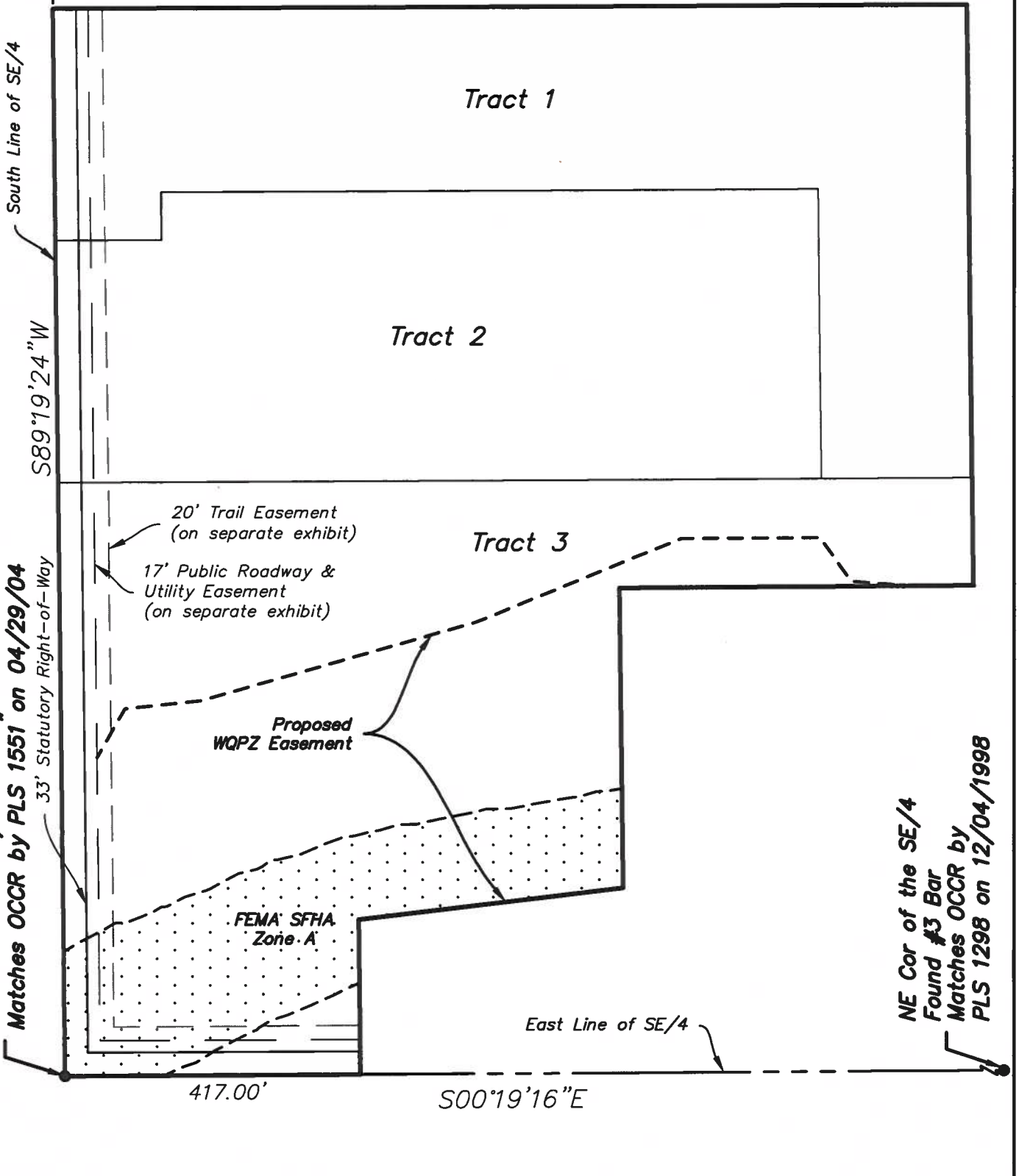
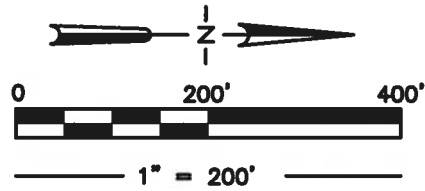
My Commission Expires: _____

B-2122-64

WATER QUALITY PROTECTION ZONE EASEMENT EXHIBIT 'B'
HALEY ESTATES II,
 a revision of Tracts B and C, Haley Estates
NORMAN RURAL CERTIFICATE OF SURVEY

COS 2122-12
 Part of the S/2 of the SE/4 of Sec. 36, T9N, R2W, I.M.
 Norman, Cleveland County, Oklahoma

SW Cor of the SE/4
 Found #3 Bar
 Matches OCCR by
 PLS 1539 on 6/25/04



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Parkhill
 3226 Bart Conner Dr, Norman, OK 73072
 http://www.parkhill.com PH.(405)368-8841 CA # 0075

Surveyed By: PR / SM	HALEY ESTATES II - EASEMENT EXHIBIT B
Drawn By: BW	NORMAN RURAL CERTIFICATE OF SURVEY
Approved By: BW	TRACTS B & C, HALEY ESTATES NRCOS, 2007
Date: 02/07/2022	PT SE/4 S36-T9N-R2W, CLEVELAND CO, OKLAHOMA
Scale: 1" = 200'	HALEY FAMILY
Project No: 01459722	

Sheet Number	1
Sheet 1 of 2	

WATER QUALITY PROTECTION ZONE EASEMENT EXHIBIT 'B'
HALEY ESTATES II,
a revision of Tracts B and C, Haley Estates
NORMAN RURAL CERTIFICATE OF SURVEY

COS 2122-12

Part of the S/2 of the SE/4 of Sec. 36, T9N, R2W, I.M.
Norman, Cleveland County, Oklahoma

WATER QUALITY PROTECTION ZONE EASEMENT

A tract of land situate in Tract 3 of HALEY ESTATES II, a revision of Tracts B and C of Haley Estates being a part of the South Half of the Southeast Quarter (S/2 SE/4) of Section Thirty-Six, Township Nine North, Range Two West of the Indian Meridian (Sec. 36-T9N-R2W, I.M.), Norman, Cleveland County, Oklahoma, and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter;
THENCE N 00°19'16" W, along the east line of said Southeast Quarter, a distance of 49.69 feet;
THENCE S 89°40'44" W, perpendicular to the east line of said Southeast Quarter, a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE S 89°19'24" W, parallel with and 50 feet north of the south line of said Southeast Quarter, a distance of 403.77 feet;

THENCE N 60°21'07" W a distance of 79.82 feet;

THENCE N 06°06'22" W a distance of 106.87 feet;

THENCE N 16°04'37" W a distance of 405.87 feet;

THENCE N 22°13'18" W a distance of 313.94 feet;

THENCE N 00°19'16" W a distance of 195.27 feet;

THENCE N 54°53'52" E a distance of 76.72 feet;

THENCE N 04°19'37" E a distance of 86.22 feet to a point on the east line of Tract 3;

Continuing along the east line of Tract 3 for the following 4 calls:

THENCE S 00°19'16" E a distance of 413.51 feet;

THENCE N 89°19'24" E a distance of 428.04 feet;

THENCE S 06°52'39" E a distance of 376.22 feet;

THENCE N 89°19'24" E a distance of 170.00 feet,

to a point 50 feet west of the east line of said Southeast Quarter;

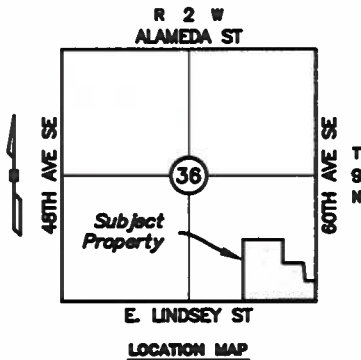
THENCE S 00°19'16" E, parallel with and 50 feet west of the east line of said Southeast Quarter, a distance of 367.00 feet to the POINT OF BEGINNING.

Said Tract containing 8.19 Acres (356,884 Sq. Ft.), more or less.

Basis of Bearing - East line of SE/4 of Sec. 36-T9N-R2W, I.M. (OK State Plane Grid - N 00°19'16" W).

NOTES:

- 1. A portion of the subject tract lies within a flood hazard zone according to FEMA Flood Insurance Rate Map Panel Number 40027C0305H, dated September 26, 2008.*
- 2. There shall be no clearing, grading, construction or disturbance of vegetation inside the WQPZ except as permitted by the Director of Public Works unless such a disturbance is done in accordance with 19-514(E) of the Norman City code.*
- 3. Any WQPZ shown hereon is subject to protective covenants that may be found in the land records and that restrict disturbance and use of the areas.*



BEAU WINFREY, P.L.S. NO. 1766

DATED: 02/23/2022

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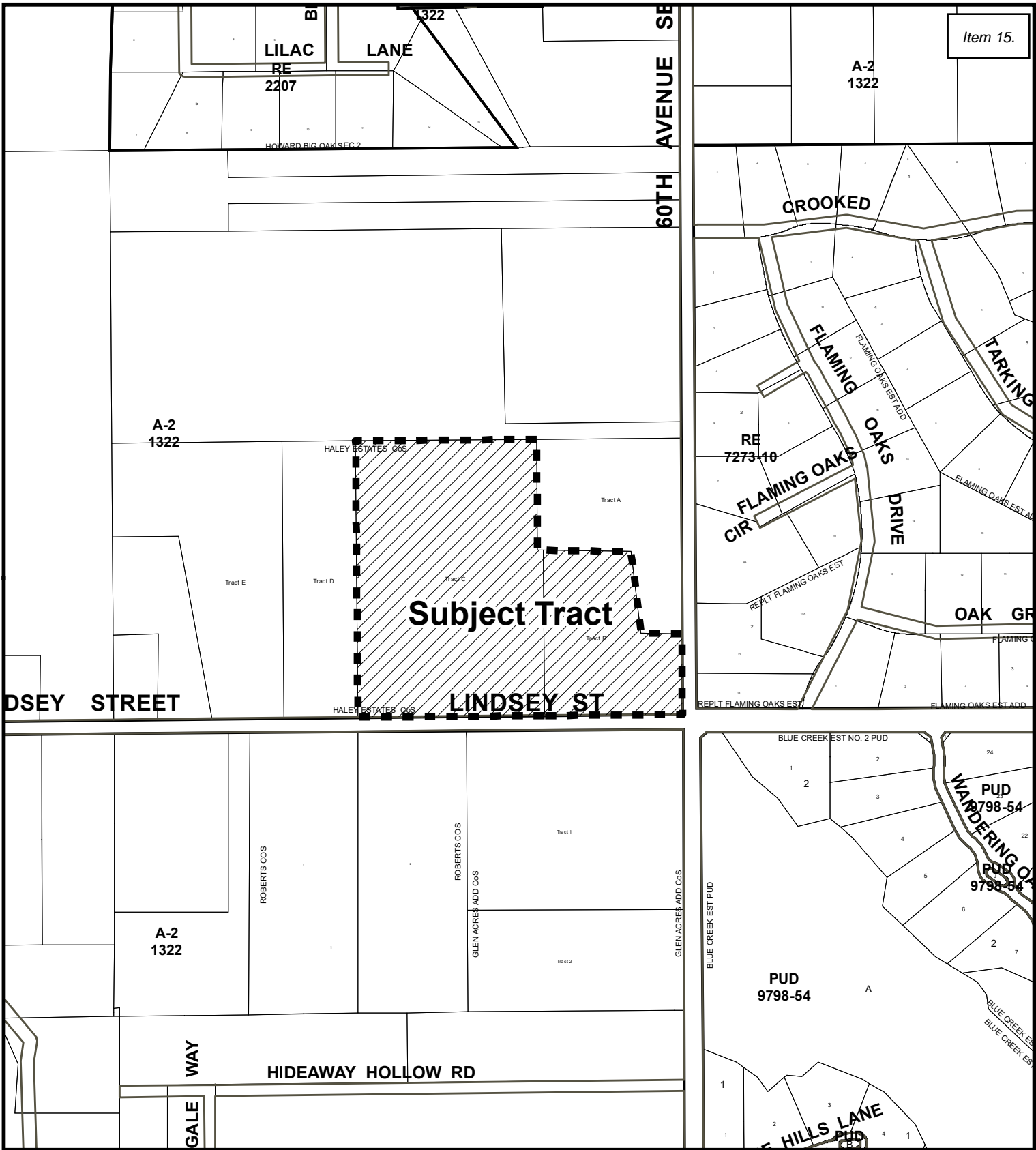
3226 Bart Corner Dr, Norman, OK 73072
http://www.parkhill.com PH.(405)368-8841

CA # 8875

Surveyed By:	PR / SM
Drawn By:	BW
Approved By:	BW
Date:	02/07/2022
Scale:	1" = 200'
Project No:	01459722

HALEY ESTATES II - EASEMENT EXHIBIT B NORMAN RURAL CERTIFICATE OF SURVEY	
TRACTS B & C, HALEY ESTATES NRCOS, 2007 PT SE/4 S36-T9N-R2W, CLEVELAND CO, OKLAHOMA	
HALEY FAMILY	

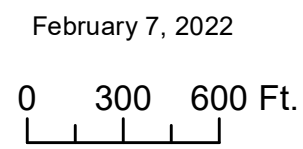
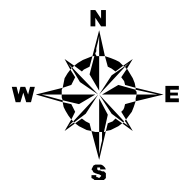
Sheet Number	2
Sheet 2 of 2	





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.



-  Subject Tract
-  Zoning

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Planning Commission Agenda
March 10, 2022

CERTIFICATE OF SURVEY
COS-2122-12

ITEM NO. 3

STAFF REPORT

ITEM: Consideration of **NORMAN CERTIFICATE OF SURVEY NO. COS-2122-12 FOR HALEY ESTATES II (A REVISION OF HALEY ESTATES TRACTS B AND C).**

LOCATION: Located at the northwest corner of the intersection of Lindsey Street and 60th Avenue S.E.

INFORMATION:

1. Owners. Kevin and Julie Haley.
2. Developer. Kevin and Julie Haley.
3. Engineer/Surveyor. Parkhill Engineering and Surveying.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1311 annexing a portion of this property in the Norman Corporate City Limits without zoning.
2. October 21, 1961. City Council adopted Ordinance No. 1312 annexing the remainder of this property into the Norman Corporate City Limits without zoning.
3. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
4. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Protection. The Norman Fire Department will provide fire protection.
2. Sanitary Sewer. Individual septic systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing system on Tract 2.
3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing water well on Tract 2.

4. Streets. East Lindsey Street and 60th Avenue S.E. are classified as minor rural arterials. Easements for roadway, drainage and utilities will be required. A 20' trail easement will be required parallel to the roadway easement. A drainage easement covering the WQPZ will be required.
5. Acreage. This property consists of 35.06 acres. Tract 1 consists of 10.00 acres, Tract 2 consists of 10.00 acres and Tract 3 consists of 15.06 acres.
7. WQPZ. Water Quality Protection Zone (WQPZ) is located within Tract 3. The owner will be required to protect this area. There is sufficient area for the tract to allow proposed structures and private sanitary sewer system without encroaching into the WQPZ.
8. Flood Plain. There is Flood Plain within Tract 3.
9. Covenants. Covenants addressing the WQPZ are being reviewed as to form by City Legal staff.

SUPPLEMENTAL MATERIAL: Copies of a location map and Norman Rural Certificate of Survey No. COS-2122-12 are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: Staff recommends approval of Certificate of Survey No. COS-2122-12 for Haley Estates II (a revision of Tracts B and C, Haley Estates).

ACTION NEEDED: Recommend approval or disapproval of Certificate of Survey No. COS-2122-12 for Haley Estates II, (a revision of Tracts B and C, Haley Estates) to City Council.

ACTION TAKEN: _____

GBC 22-04

APPLICANT	Kevin & Julie Haley
LOCATION	NW corner of E. Lindsey Street and 60th Avenue S.E.
PROPOSAL	Haley Estates II Certificate of Survey; Revise approximately 35 acres into two 10-acre tracts and one 15-acre tract each for residential development
NORMAN 2025 LAND USE	Current: Country Residential/Floodplain
LAND USE	Current: Single-family residential/Vacant Proposed: Single-family residential

Greenbelt Commission Final Comments - GBC 22-04

Greenbelt forwards this item with no additional comments.

**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

* * *

CONSENT DOCKET

Item No. 1, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES OF THE FEBRUARY 10, 2022 REGULAR PLANNING COMMISSION MEETING.

Item No. 2, being:

COS-2122-11 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY TROY HENDERSON, JR. (POLLARD & WHITED SURVEYING, INC.) FOR HENDERSON ESTATES FOR 20.008 ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF 84TH AVENUE N.E. APPROXIMATELY 1/2 MILE NORTH OF TECUMSEH ROAD.

Item No. 3, being:

COS-2122-12 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY KEVIN & JULIE HALEY (PARKHILL) FOR HALEY ESTATES II, A REPLAT OF TRACTS B AND C OF HALEY ESTATES FOR 35.06 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF E. LINDSEY STREET AND 60TH AVENUE S.E.

Item No. 4, being:

SFP-2122-5 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A SHORT FORM PLAT SUBMITTED BY WP LAND, L.L.C. (DODSON-THOMPSON-MANSFIELD, P.L.L.C.) FOR MEDWISE CLASSEN FOR 1.0029 ACRES OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF CLASSEN BOULEVARD AND 610' SOUTH OF EAST CEDAR LANE ROAD.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Chair Bird asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, she asked if any member of the public wished to remove any item. There being none, she asked for a motion.

Kevan Parker moved to approve the Consent Docket as presented. 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, Steven McDaniel, Erica Bird, Shaun Axton
NAYES	None
MEMBERS ABSENT	Dave Boeck, Michael Jablonski

Ms. Tromble announced that the motion, to adopt the Consent Docket as presented, passed by a vote of 5-0.

* * *

Item No. 3, being:

COS-2122-12 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY KEVIN & JULIE HALEY (PARKHILL) FOR HALEY ESTATES II, A REPLAT OF TRACTS B AND C OF HALEY ESTATES FOR 35.06 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF E. LINDSEY STREET AND 60TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Certificate of Survey
3. Staff Report
4. Greenbelt Commission Comments

This item was recommended to City Council for approval on the Consent Docket by a vote of 5-0.

File Attachments for Item:

16. CONSIDERATION OF AUTHORIZATION, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EXPENDITURE NO ONE UNDER CONTRACT K-1920-63: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE MCKINNEY PARTNERSHIP ARCHITECTS, P.C. IN THE AMOUNT OF \$111,475 TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE RENOVATION OF REAL PROPERTY LOCATED AT 320 EAST COMANCHE STREET.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 5/10/2022

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF AUTHORIZATION, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EXPENDITURE NO ONE UNDER CONTRACT K-1920-63: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE MCKINNEY PARTNERSHIP ARCHITECTS, P.C. IN THE AMOUNT OF \$111,475 TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE RENOVATION OF REAL PROPERTY LOCATED AT 320 EAST COMANCHE STREET.

BACKGROUND:

The City has utilized the University's Brooks Street Transfer Station since taking over the public transit operations from the University in July of 2019. During the development of the City's Go Norman Long Range Transit Plan, many sites were considered in the City downtown area for a new Transit Center. Ultimately, The Depot was identified as the preferred site for a City bus transit center; however, after the Plan was completed and approved the City revived interest in purchasing real property at 318-320 East Comanche Street in Norman to be used as the City's transit center. After working with the seller, Council approved a purchase sale agreement (PSA) for the property at 318-320 E. Comanche St. on January 18, 2022. The City assumed ownership of the property on March 4, 2022.

On March 8, 2022, City Council approved the first amendment to Contract K-2021-18 with Nelson\Nygaard to amend the Go Norman Long Range Transit Plan to reflect the new location of the Transit Center and conduct additional analyses related to transit center operations. This additional work is ongoing and will be completed in the summer of 2022.

On October 22, 2019, City Council approved numerous on-call professional services contracts after a qualitative-based selection (QBS) process was completed. Contract K-1920-63 was approved for The McKinney Partnership Architects, P.C. to provide architectural and other associated services.

DISCUSSION:

The existing structure at 320 E Comanche St. was previously utilized as a bank and consists of a 1,166 square foot building with canopies supported by concrete poles and brick structures extending to the east and the west ends of the tract. Upon initial review, staff have identified exterior (pavement conditions on the site and in the alleyway, roof conditions, HVAC system) and interior (ADA compliance, electrical code compliance) issues that will need to be addressed at a base level.

Before the property can accommodate the City's transit operations, the existing building will need to be renovated to meet the needs of the planned transit system. While a full assessment of what renovations are required to make the property functional and efficient will be necessary, some of the renovations could include:

- Pavement and curb improvements to accommodate at least 5 fixed-route buses at once
- ADA and code compliance as needed
- Structural analysis and remediation as necessary
- Route and facility signage
- Bus stop benches/shelters, bike parking, and shade trees
- Bus operator and public restrooms
- Bus operator breakroom
- Water fountain with bottle filling option
- Security system (alarm and surveillance system)
- Route and system maps
- Enhanced pedestrian access and integration to nearby multimodal transportation including downtown sidewalk networks, micromobility motorized scooters, Legacy Trail, and The Depot.
- Electric charging infrastructure for EV buses (grant dependent)
- Public wi-fi and other waiting area improvements

Funds in the City's FYE 2022 Capital Budget for this design work are included in Transit Projects, Design (Account number 50593379-46201; Project BG0254). The not-to-exceed cost of the architectural services is \$111,475 and the target completion date for design work is no later than mid-August 2022. Once the design work is completed, bid documents will be created and solicited for a contractor to begin construction. City Staff anticipate opening the City's new Transit Center in August of 2023 following completion of the construction at 320 E Comanche St., construction of 80 new bus stops, and negotiation of the new routes with EMBARK.

RECOMMENDATION:

Staff recommends approval of an expenditure under K-1920-63 in the amount of \$111,475 to The McKinney Partnership Architects, P.C. to provide architectural and engineering design services for the renovation of 320 East Comanche Street for the purposes of a City Transit Center as outlined in the staff report.



The City of
NORMAN

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

Item 16.

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

October 23, 2019

Mr. Richard S. McKinney, Jr., AIA
The McKinney Partnership Architects, P.C.
3600 W Main, Suite 200
Norman, OK 73072

RE: Executed Contract K-1920-63 – Architectural Services

Dear Mr. McKinney:

On October 22, 2019, the above referenced contract was approved and executed by the City of Norman, the Norman Municipal Authority, and the Norman Utilities Authority. An original, executed contract is attached to this letter. Work will only be authorized by Task Order but this can be through various City of Norman Departments.

We look forward to working your firm under this contract. If there are questions, please call me at (405) 366-5426 or email me at Nathan.Madenwald@NormanOK.gov.

Sincerely,

Nathan Madenwald, P.E.
Capital Projects Engineer

cc: Mark Daniels, P.E.
Scott Sturtz, P.E.
Chris Mattingly, P.E.
Paul D'Andrea, P.E.

AGREEMENT FOR ON-CALL ARCHITECTURAL SERVICES

This AGREEMENT between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (OWNER) and The McKinney Partnership Architects, P.C. (ARCHITECT)

WITNESSETH

WHEREAS, the OWNER requires a registered ARCHITECT to perform SERVICES in connection with miscellaneous City PROJECT(S); and

WHEREAS, the OWNER intends to engage an ARCHITECT to provide professional architectural SERVICES; and

WHEREAS, the ARCHITECT will provide said SERVICES for these PROJECT(S) in accordance with this AGREEMENT;

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and ARCHITECT, on the date last executed below, agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year AGREEMENT to secure certain benefits to the contract that would not otherwise be attainable if a multi-year AGREEMENT were not available. Accordingly, it is the expressed intent of the OWNER, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the OWNER to fund its obligations under this AGREEMENT and subject to Article 11 herein. However, it is also recognized that the OWNER can only contract for obligations that occur during a particular fiscal year. To the extent the OWNER'S obligations are not funded for any fiscal year during the term of this AGREEMENT, then the portion of the AGREEMENT covering the fiscal year where the OWNER'S obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 – GENERAL CONDITIONS AND ARCHITECT'S RESPONSIBILITIES

- 2.1 The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same.
- 2.2 The standard of care for all professional architectural and related SERVICES under this AGREEMENT will be the care and skill ordinarily used by members of ARCHITECT'S profession practicing under similar circumstances at the same time and in the same locality. ARCHITECT shall correct the SERVICES that fail to satisfy this standard of care. No warranty, expressed or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.
- 2.3 A waiver by either OWNER or ARCHITECT 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.
- 2.4 The City of Norman is an Equal Opportunity Employer.
- 2.5 The ARCHITECT shall comply with all existing federal, state and local laws, rules and regulations including, but not limited to those pertaining to Collusion and Equal Employment Opportunity.
- 2.6 Liability, Indemnification and Insurance shall survive completion, suspension, or termination, for any reason, of this AGREEMENT.
- 2.7 The ARCHITECT, through execution of this AGREEMENT, agrees to abide by the requirements of the following non-discrimination clauses:
 - 2.7.1 The ARCHITECT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The ARCHITECT shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ARCHITECT and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.

- 2.7.2 In the event of the ARCHITECT's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The ARCHITECT may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the ARCHITECT.
- 2.7.3 The ARCHITECT agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY ARCHITECT

Upon receipt of an acceptable proposal from the ARCHITECT for scope, schedule and estimate of cost of SERVICES, the OWNER will issue a written project-specific work order for each PROJECT. Time is of the essence. The OWNER and the ARCHITECT will determine a mutually agreeable schedule and fee, at rates not to exceed those attached hereto, for completion of SERVICES for each PROJECT. If requested by the ARCHITECT and approved in writing by the OWNER's representative, rates may be adjusted annually, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- 4.1. OWNER-Furnished Data: OWNER will provide to ARCHITECT all available, requested electronic data in OWNER's possession relating to ARCHITECT's SERVICES on the PROJECT, which may be available from the OWNER's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. ARCHITECT may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.
- 4.2. Access to Facilities and Property: OWNER will make its facilities accessible to ARCHITECT as required for ARCHITECT's performance of its SERVICES.
- 4.3. Timely Review: OWNER will examine ARCHITECT's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ARCHITECT in a timely manner.
- 4.4. 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 ARCHITECT's SERVICES or PROJECT construction.

ARTICLE 5 – ASSIGNMENT

Inasmuch as this AGREEMENT is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the ARCHITECT to provide professional and personal services to the OWNER, the parties agree that the ARCHITECT may not assign its obligations, rights or interest in this AGREEMENT.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ARCHITECT agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. ARCHITECT and OWNER each agrees to defend, indemnify and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of ARCHITECT and OWNER, such liability shall be borne by each party in proportion to its own negligence.

- 6.3. Employee Claims. ARCHITECT shall indemnify OWNER against legal liability for damages arising out of claims by ARCHITECT's employees. OWNER shall indemnify ARCHITECT against legal liability for damages arising out of claims by OWNER's employees.
- 6.4. Consequential Damages. To the fullest extent permitted by law, neither party shall be liable for any special, indirect or consequential damages resulting from the SERVICES or this AGREEMENT.
- 6.5. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by ARCHITECT during the course of performing its SERVICES, and conditioned upon the fact that OWNER did not previously advise ARCHITECT of the existence thereof, then and in that event:
 - a. OWNER and ARCHITECT agree that the scope of services, schedule, and any cost estimates shall be adjusted and compensation to ARCHITECT may be increased as is reasonably necessary. If the discovery of hazardous substances requires ARCHITECT to take immediate measures to protect health and safety, ARCHITECT agrees to notify OWNER immediately following such discovery. In addition to any required adjustments in the scope of SERVICES and cost estimate, OWNER agrees to reimburse ARCHITECT for the authorized, reasonable costs of implementing measures to protect health and safety.
 - b. OWNER shall indemnify, defend and hold ARCHITECT, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any third party which is based upon injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the SERVICES under this AGREEMENT, ARCHITECT shall maintain the following insurance:

- 7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): \$1,000,000 each occurrence; \$2,000,000 aggregate.
- 7.2. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
- 7.3. Workers Compensation: Statutory; plus Employers' Liability (each occurrence): \$500,000.
- 7.4. Professional Liability: \$2,000,000.

ARCHITECT shall furnish OWNER certificates of insurance with provision that such insurance shall not be canceled, decreased nor fail to be renewed without at least thirty (30) days written notice to OWNER.

ARCHITECT and OWNER shall each 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 any applicable General Liability insurance policies during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and ARCHITECT to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

ARCHITECT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT, unless specifically provided in Appendix A, Scope of Services; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ARCHITECT, to fulfill contractual responsibilities to the OWNER or to comply with Federal, State or local laws, regulations, and codes unless such responsibilities are specifically assigned to ARCHITECT in a mutually agreeable Work Order; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ARCHITECT in a mutually agreeable Work Order.

ARTICLE 9 - REUSE OF DOCUMENTS

At OWNER's request, ARCHITECT 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 ARCHITECT pursuant to this AGREEMENT are Instruments of Service in respect to the PROJECT. Any further use or reuse by OWNER or others for extension, modification or expansion of this or any other PROJECT, unless under direction of the ARCHITECT, or

specifically assigned to ARCHITECT in a mutually agreeable Work Order, shall be without liability to the ARCHITECT or his sub-consultants and paragraph 6.2 by the OWNER shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

- 10.1. The ARCHITECT will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each PROJECT or termination of the AGREEMENT for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results and any other materials produced, created or accumulated in performing this AGREEMENT that have not been submitted to the OWNER subsequent to final completion of the PROJECT. OWNER may have access to such records during mutually agreeable normal business hours.
- 10.2. Such records shall also include its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this AGREEMENT. The ARCHITECT must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The ARCHITECT shall permit periodic audits by the OWNER and the OWNER's authorized representative. The periodic audits of the records in support of claims and invoices for the AGREEMENT shall be performed at times and places mutually agreed upon by the OWNER and ARCHITECT. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 - TERMINATION

In the event of termination of this AGREEMENT by default, the parties hereto further agree that said termination shall not terminate or suspend any their rights, obligations or duties provided for in this AGREEMENT.

- 11.1. For convenience: OWNER may terminate or suspend this AGREEMENT, in whole or in part, for OWNER's convenience upon written notice to ARCHITECT. OWNER shall pay ARCHITECT for all the SERVICES performed to date at an amount not to exceed the normal fee amount due for the authorized SERVICES rendered. Upon restart, if any, an equitable adjustment shall be made to ARCHITECT's compensation.

Upon receipt of the notice of termination, the ARCHITECT shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the OWNER all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this AGREEMENT, whether complete or incomplete unless the notice directs otherwise.

- 11.2. For cause: 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 through no fault of the party initiating the termination. 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 initiating party.

If this AGREEMENT is terminated by reason of default on the part of the ARCHITECT, upon final determination by a court that the termination was improper, the termination will be deemed converted to a termination for convenience and the ARCHITECT's remedy shall be limited to the recovery of compensation set out in paragraph "Termination for Convenience" of this AGREEMENT.

ARTICLE 12 - COMMUNICATIONS

Work order shall name Department for which SERVICES are being rendered with Project Manager, phone and email.

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

ARCHITECT:	The McKinney Partnership Architects, P.C.	OWNER:	Norman Utilities Authority
	3600 W Main, Suite 200		201-C West Gray
	Norman, OK 73072		Norman, OK 73070

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ARCHITECT and OWNER.

ARTICLE 13 - SEVERABILITY

If any provision, clause, portion or section of this AGREEMENT is unenforceable, illegal or invalid for any reason, or if any event renders any portion or provision of this AGREEMENT void, such 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. 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 14 – ENTIRE AGREEMENT

This AGREEMENT, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the OWNER and the ARCHITECT concerning the AGREEMENT. Neither the OWNER nor the ARCHITECT has made or shall be bound by any agreement or any representation to the other concerning this AGREEMENT which is not expressly set forth herein.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

OWNER and ARCHITECT 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 ARCHITECT have executed this AGREEMENT.

DATED this 4th day of October, 2019.

The McKinney Partnership Architects, P.C. (ARCHITECT)

By: [Signature]
Title: Richard S. McKinney, Jr.
President

ATTEST:

[Signature]
Angela Lowe
Business Manager

CITY OF NORMAN/NORMAN UTILITIES AUTHORITY/NORMAN MUNICIPAL AUTHORITY (OWNER)

APPROVED as to form and legality this 15 day of October, 2019.

[Signature]
City Attorney

APPROVED & Executed by the City of Norman/Trustees of the Norman Utilities Authority/Trustees of the Norman Municipal Authority this 22nd day of OCTOBER, 2019.

By: [Signature]
Title: Mayor
Chairman – Norman Utilities Authority
Chairman – Norman Municipal Authority



[Signature]
City Clerk
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

THE MCKINNEY PARTNERSHIP ARCHITECTS
HOURLY BILLING RATES

Principal	\$175.00
Senior Architect	\$120.00- 150.00
Project Architects	\$ 90.00 - 110.00
Project Managers	\$ 80.00 - 100.00
Project Staff	\$ 60.00 - 80.00
Project Support Staff	\$ 40.00 - 60.00
Administrative Staff	\$ 50.00 - 75.00
Clerical	\$ 30.00 - 50.00



2 May 2022

Taylor Johnson, Transit and Parking Program Manager
City of Norman
1310 Da Vinci Street
Norman, OK 73069

Re: Proposal for Architectural & Engineering Services
City of Norman Transit Center
318 E. Comanche Street
Norman, OK 73070

Dear Mr. Johnson:

This Proposal for Architectural & Engineering Services related to the proposed Bus Transit Center at the above referenced location (Project) as required under Article 3 of K-1920-63 sets out the proposed scope, schedule and estimate of costs. All other terms of K-1920-63 will apply to this Project. We propose the following Scope of Work, Outline of Services, Fee Structure and Schedule of Services for this work:

The McKinney Partnership Architects, P.C.,

Hereinafter referred to as the "**Architect**" and

City of Norman

Hereinafter referred to as the "**Owner**" for the Project

Note for Reference only: Nelson/Nygaard Transportation Consultant

Hereinafter referred to as "**Consultant**" under Architect for the Project

3600 West Main
Suite 200
Norman, Oklahoma
73072
405.360.1400 p
405.364.8287 f
tmparch.com

PROJECT SCOPE OF WORK

This project shall include schematic design, design development, construction documents, and construction observation for the remodel of an existing approximate 1,071 square foot one-story drive through bank facility on an existing .562-acre site located at 318 E. Comanche in Norman, OK. Basic Services shall include architectural and structural engineering design.

Article 1 BASIC ARCHITECTURAL SERVICES:

Schematic Design:

- 1.01 Consult with Consultant & Owner about the overall vision, program, size, functionality, and aesthetic intent for the project.
- 1.02 Compile information applicable to the design including verification of existing architectural, mechanical, electrical, plumbing systems, detailed as-built measurements, building codes. Specific attention shall be paid to the sub-level areas where 48” diameter access tunnels are located beneath the drive lanes
- 1.03 Coordinate with the Owner and Consultant on the preliminary site plan to be developed by the Consultant indicating circulation, clearances, functionality, and other bus planning design criteria to be incorporated into the final site design.
- 1.04 Prepare schematic floor plan options utilizing the existing building shell. Review existing structural system and existing column configuration to determine feasible options for the removal of the columns, canopy, or both.
- 1.05 Prepare initial cost estimate.
- 1.06 Prepare schematic site plan, floor plan, and elevations for Owner and Consultant review. Incorporate comments into Design Development documents.

Design Development:

- 1.07 Develop further detailed site plan, floor plan, elevations, reflected ceiling / lighting plan, preliminary power plan, interior elevations, proposed interior and exterior furnishings layout, and proposed finishes for Owner and Consultant review.
- 1.08 Incorporate comments into construction documents.

Construction Documents:

- 1.09 Prepare Construction Documents including site plan, floor plans, reflected ceiling plan, mechanical / electrical layout plans, millwork elevations, finish plan, details, sections, schedules, site amenities, signage, revised construction cost estimate, and written specifications on the plans for Owner and Consultant 65% review.

Note: Plumbing, Mechanical, Electrical and Lighting Design shall be Design Build through the contractor. Existing mechanical, plumbing, and electrical to be modified as required including replacement of mechanical units.

- 1.10 Incorporate final comments and issue final construction documents for bidding and City of Norman building permit review.
- 1.11 Respond to any comments relating to approval and issuance of permit.

Bidding & Negotiations:

- 1.12 Coordinate with Owner on the preparation of bid notification and front-end specs.
- 1.13 Respond to any questions during bidding and issue responses to requests for information (RFIs).
- 1.14 Assist Owner in review of selected Contractor's bid and preparation of construction contract.

Construction Observation

- 1.15 Review material submittals and shop drawings from contractor.
- 1.16 Review the site construction twice per month (15 visits total). Site visits shall include meetings with Contractor, Owner's representative, and preparation of field reports with digital photo documentation.
- 1.17 Render decisions relating to matters of compliance or interpretation of the documents in conjunction with the Owner.
- 1.18 Prepare final punch list for completion of the work and conduct one follow-up site visit to verify punch list item completion.
- 1.19 Prepare and issue Certificate of Substantial Completion.
- 1.20 Conduct project warranty inspection eleven (11) months after substantial completion and prepare warranty punch list of any work required.

Article 2 OWNER RESPONSIBILITIES:

- 2.01 Provide detailed program information, expectations for the project, overall project guidelines / construction standards to be met, and critical dates.
- 2.02 Provide IT, telecom, AV, and access control for project.
- 2.03 Provide specifications and detailed information on all Owner provided equipment.
- 2.04 Provide approvals as required to allow Architect, Engineers, and Contractor to proceed with the work.
- 2.05 Maintain communication between Contractor and Architect throughout construction.
- 2.06 Pay any Municipal Fees, Building Permits, or other Assessments.
- 2.07 Provide bucket truck / operator (if required) to investigate canopy plenum and structure.
- 2.08 Supplement existing site survey as required with information for project.

Article 3 ADDITIONAL SERVICES:

- 3.01 Furniture, Site Fixtures and Equipment selection (FF&E). \$3,000
- 3.02 Changes or Value Engineering in the project at the Owner's request after previous phases have been approved.
- 3.03 Fees for additional Site Observation visits beyond 15 site visits included in Article 1.16 shall be billed at a lump sum fee of \$300 per site visit.
- 3.04 Expenses of overtime work (1.5 times base hourly rate) requiring higher than regular rates, if authorized in advance by the Owner.
- 3.05 Low Voltage / IT Design – AV, security, access control, data cabling design, etc.
- 3.06 Additional detailed as-built site verification. \$1,500
- 3.07 Landscape / Irrigation Design
- 3.08 Enhanced photo-realistic renderings of the project. Note: 3D preliminary renderings are included in Basic Services.
- 3.09 Civil Engineering, if required

Article 4 REIMBURSABLE EXPENSES:

Reimbursable expenses shall be billed at our cost (unless otherwise noted) in addition to the progress billings and include but are not necessarily limited to the following:

- 4.01 Cost of reproduction (prints, CAD plots, and photocopies) as required to perform design services. NTE \$800
- 4.02 Geotechnical Investigation for additional structure and foundations. Estimate -\$4,000
- 4.03 Any testing or special inspections required for the project including evaluation of subgrade access piping to verify load bearing capacity or structural inspections.

Article 5 BASIC ARCHITECTURAL SERVICES FEE:

- 5.01 Fees for Basic Architectural and Structural Services shall be \$111,475.00 including an allowance of \$35,000.00 for structural engineering as we are uncertain what will be required in the restructuring of the canopies to provide clear span space. This allowance (and overall Basic Services Fee) may be adjusted (up or down) based on the final structural design fee. Also included in the Basic Architectural Services fee is the Consultant's fee of \$6,200.00 for further development of a preliminary site plan and consultation throughout the design process with the Architect and the Owner.
- 5.02 Fees for Additional Services, as required or requested, shall be as estimated in Article 3, billed hourly at the rates listed in Attachment "A", or at an agreed upon Lump Sum Fee.

5.03 Should the project scope or design change after previous approval has been granted, fees shall be adjusted for any additional work required by the Architect or its consultants.

Article 6 ARCHITECTURAL FEE PAYMENT:

6.01 Fees for services shall be billed monthly and shall be due and payable within Thirty (30) days of receipt of invoice.

6.02 Reimbursable Expenses and Additional Services fees shall be included with Basic Services invoices.

6.03 Should the Project be cancelled prior to completion, only the fees for services performed and reimbursable expenses accrued up to the time of Architect's receipt of written notice to cease work shall be due and payable.

Article 7 PROJECT SCHEDULE


7.01 It is understood that *Time is of the Essence* for this project.

7.02 The projected completion date is in July of 2023

7.03 Refer to Attachment "B" for Proposed Overall Project Schedule

Should you have any questions, please advise. We are prepared to commence immediately upon your written authorization to proceed.

Respectfully,


Richard S. McKinney, Jr., AIA
President

- Attachments A Hourly Billing Rates
- B Overall Project Schedule

Attachment A

The McKinney Partnership Architects Hourly Billing Rates

Principal	\$175
Senior Architect	\$ 120.00 – 150.00
Project Architect	\$ 90.00 – 110.00
Project Manager	\$ 80.00 – 100.00
Project Staff	\$ 60.00 – 80.00
Project Support Staff	\$ 40.00 – 60.00
Administrative Staff	\$ 50.00 – 75.00
Clerical	\$ 30.00 – 50.00

Hourly rates may be adjusted without notice based upon annual employee reviews and salary adjustments

Attachment B
Proposed Overall Project Schedule
(Refer Article 1 for Scope)

Task	Duration	Completion
DESIGN		
Project Kick-Off Meeting		May 12
Schematic Design	5 Weeks	
Review	2 Weeks	July 7
Design Development	4 Weeks	
Review	2 Weeks	August 22
Construction Documents	4 Weeks	
Review	2 Weeks	October 9
Bidding	3 Weeks	
Contracting	1 Week	
Council Consideration	2 Weeks	November 20
Construction		
Groundbreaking		November 27
Substantial Completion		June 24
Occupancy		July 1



MEMORANDUM

To: Rick McKinney, AIA
From: James Gamez
Date: April 28, 2022
Subject: Norman Transit Center – Planning Services

Nelson\Nygaard completed a Long-Range Transit Plan (LRTP), branded as *GoNorman*, in June 2021. Following the completion of the LRTP, the City of Norman purchased a property at 318 East Comanche in downtown Norman to serve as the City's future transit center.

The City of Norman anticipates contracting with McKinney Partnership Architects for architectural and engineering services. McKinney Partnership Architects requests a scope of work and budget from Nelson\Nygaard to provide transit planning services as subconsultant.

Nelson\Nygaard Scope of Work

Task 1 – Update schematic site plan

Nelson\Nygaard will update its initial site plan to reflect changes to structural elements such as columns and canopies. Transportation elements such as turning radii, drive widths, stall lengths, etc. will also be updated accordingly.

Task 2 – Participate in design review meetings

This task involves participating in up to 10 design review meetings with the McKinney Partnership and the City of Norman via video conference. Nelson\Nygaard team members will review the meeting agenda in advance of each meeting and be prepared to address any transit operations-related questions. No travel is necessary for this task.

Task 3 – Review and provide comments on design plans

This task involves reviewing and providing comments and feedback on the transit center design, particularly as related to:

- Operations
 - Bus bay geometry and dimensions
 - Bus ingress/egress
 - Internal bus circulation
- Rider amenities

Document
Client

- Ticket vending machines
- Real-time information
- Multimodal elements
 - Mobility hub best practices and emerging trends
 - Rider pick-up and drop-off
 - Parking needs and circulation
 - Pedestrian and cyclist connectivity
 - Bike amenities
- Driver facilities
- Safety and security
 - Best practices
 - Gaps and vulnerabilities
- EMBARK Oklahoma City bus needs
- Future expansion considerations

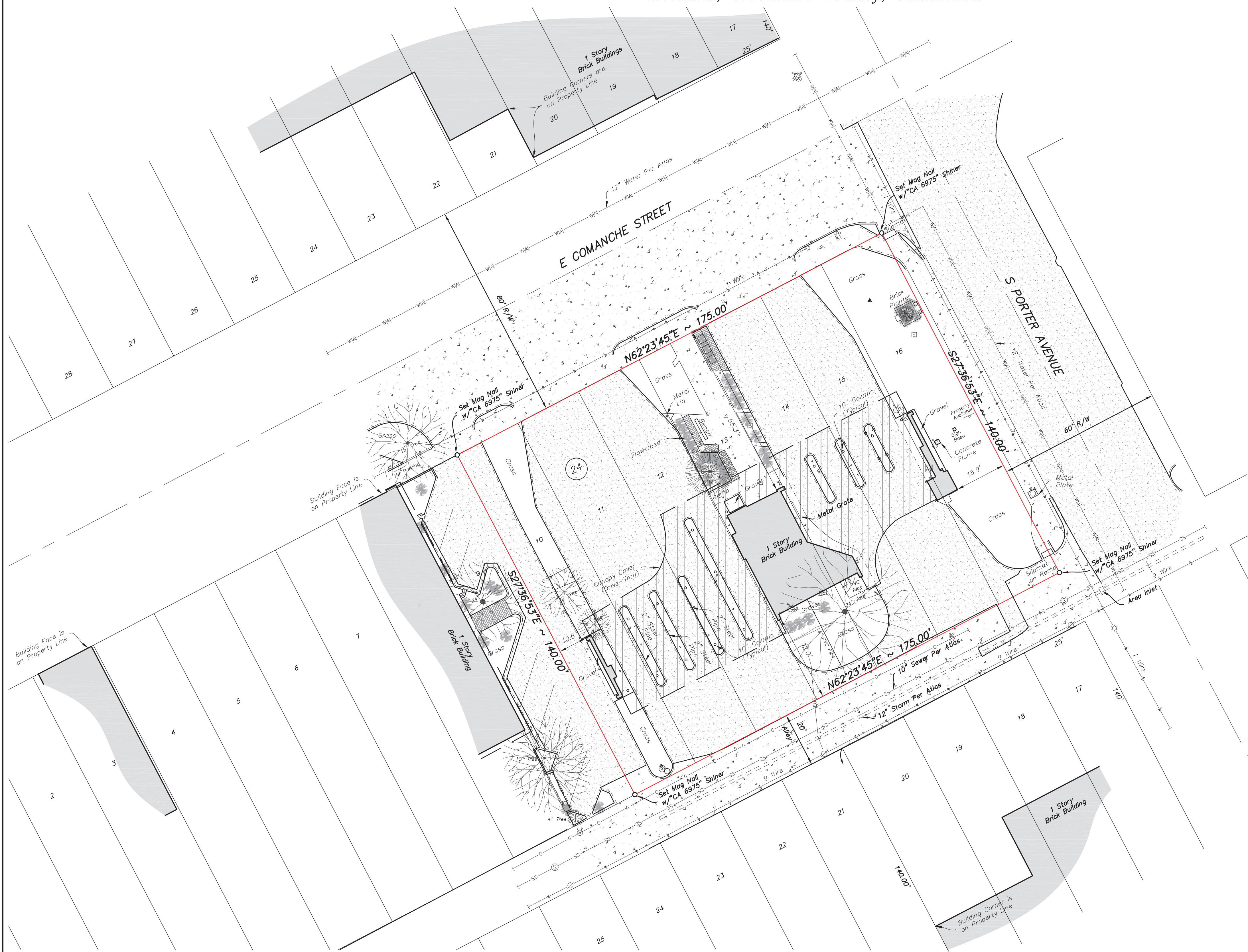
Nelson\Nygaard will provide detailed written comments as requested.

Nelson\Nygaard Budget

	Nelson\Nygaard Labor Costs				Total Labor Hours	Total Costs
	James Gamez Principal 70.67 133.50 20.42 \$224.59	Michael Bjork Associate Engineer II 60.10 113.53 17.36 \$191.00	Hours	Cost		
Task Description						
1 Update schematic site plan	2	8	10	\$1,977	10	\$1,977
2 Participate in Design Review Meetings	4		4	\$898	4	\$898
3 Review and Provide Comments on Design Plans	8	8	16	\$3,325	16	\$3,325
TOTAL HOURS	14	16	30		30	
TOTAL LABOR COST	\$3,144	\$3,056		\$6,200		\$6,200

ALTA/NSPS LAND TITLE SURVEY

318 E. COMANCHE STREET
Norman, Cleveland County, Oklahoma



TOPOGRAPHIC LEGEND

- | | | | |
|---|-------------------------|-------|---------------------------|
| ⊠ | AIR CONDITIONER UNIT | —EUG— | ELECTRIC UNDERGROUND LINE |
| ☆ | LIGHT POLE | —OEL— | OVERHEAD ELECTRIC LINE |
| ⊙ | POWER POLE | —SS— | SANITARY SEWER LINE |
| ⊠ | ELECTRIC RISER | —W— | WATER LINE |
| ⊙ | GAS VALVE | —G— | GAS LINE |
| ⊙ | SPRINKLER HEAD | --- | STORM DRAIN LINE |
| ⊙ | SPRINKLER VALVE | --- | CURB AND GUTTER |
| ⊙ | FIRE HYDRANT | ▣ | CONCRETE |
| ⊙ | WATER METER | ▨ | ASPHALT |
| ⊙ | WATER VALVE BOX | ▩ | GRAVEL |
| ⊙ | SANITARY SEWER MANHOLE | ▭ | BRICK |
| ⊙ | SANITARY SEWER CLEANOUT | | |
| ⊙ | SANITARY SEWER LAMPHOLE | | |
| ⊙ | ROOF DRAIN | | |
| • | GUARD POST | | |
| — | SIGN | | |

SCHEDULE B-II

The following items refer to Chicago Title Insurance Co.
Title Commitment No. 71070200931
Effective Date: September 16, 2020 at 7:00 AM

1.-8. NOT SURVEY MATTERS

SURVEYOR'S CERTIFICATE

To:

- Liberty National Bank and Trust company of Oklahoma City
- Chicago Title Oklahoma Co.
- Chicago Title Insurance Company

I, Matt C. Barnum, a Registered Professional Land Surveyor, do hereby certify to the aforesaid parties, as of the date set forth above that I or others under my direct supervision, have made a careful survey of a tract of land described as follows:

Lots Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), in Block Twenty-four (24), of the ORIGINAL TOWN OF NORMAN, Cleveland County, Oklahoma, according to the recorded plat thereof.

- This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 4, 8, 9, 11 and 20, of Table A thereof. The fieldwork was completed on December 14, 2020.
- This survey meets or exceeds the requirements set forth by 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
- Issuing a new Title Policy or a re-dating of an existing policy which references this map and survey without the benefit of an update of said survey by Lemke Land Surveying shall terminate any liability expressed or implied hereon

TABLE "A" NOTES

- As Shown on Survey Drawings.
- The physical address of property is 318 E. Comanche Street, Norman, OK 73069.
- The property described hereon contains 0.56 acres, more or less.
- As Shown on Survey Drawings.
- No Parking Spaces were observed at the time of this Survey.
- As Shown on Survey Drawings.
- Lemke Land Surveying carries and keeps current a Professional Liability Insurance Policy.

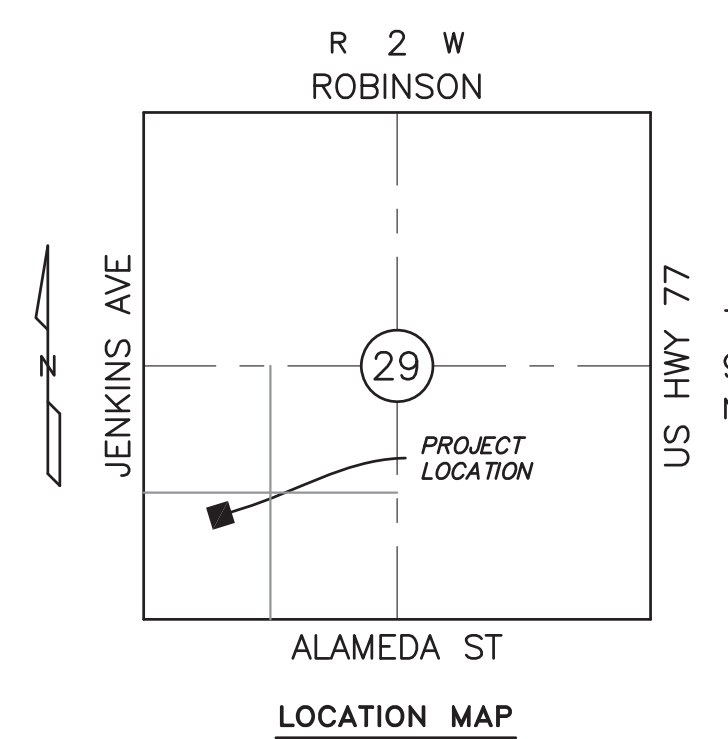
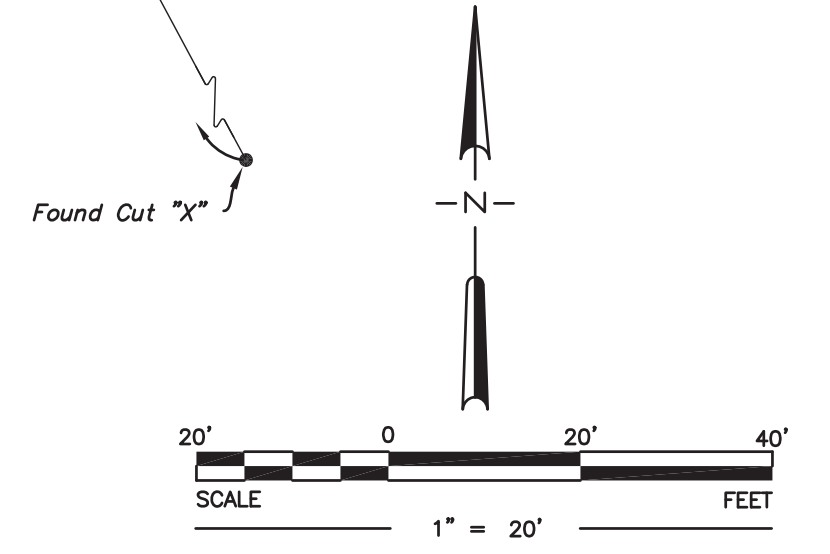
UTILITY WARNING:
The underground utilities shown have been located from record documents or field locations by the operator. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although the surveyor does certify that they are located as accurately as possible from the information available. The surveyor has not physically located the underground utilities.

Utility elevations and sizes may have been measured under adverse field conditions. Upon exposing the utility, elevations and line sizes should be verified by the contractor prior to construction. Contractor should verify critical elevations using the benchmark provided by the surveyor or engineer. Any discrepancies should be immediately brought to the engineer's and surveyor's attention.

Call OKIE Ticket Nos. 20121214230124

MEMBERS NOTIFIED:

S00376	USIC/Cox Comm/OKC S00376
S00444	USIC/ONG/West OK S00444
T09079	Norman City of T09079
S00442	USIC/OG&E OKC METRO S00442
T11158	AT&T Distribution T11158



Matt C. Barnum
MATT C. BARNUM, P.L.S. NO. 1742
DATED: 12/22/2020



LEMKE LAND SURVEYING
3328 WEST COMANCHE STREET
NORMAN, OK 73072
PH: (405) 366-6541 FAX: (405) 366-6540
CA # 6975 http://www.lemke-ls.com

PR/RT	SA	MB	Date	Appr.
Drawn By:				
Approved By:				
Date:	12/22/2020			
Scale:	1" = 20'			
Project No.:	01651520.00			

Surveyed By: PR/RT
Drawn By: SA
Approved By: MB
Date: 12/22/2020
Scale: 1" = 20'
Project No.: 01651520.00

ALTA/NSPS LAND TITLE SURVEY
318 E. COMANCHE STREET
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA
CITY OF NORMAN
P.O. BOX 370, NORMAN OK 73070

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-3: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RDNJ, L.L.C., D/B/A A-TECH PAVING, DECREASING THE CONTRACT AMOUNT BY \$28,073.69 FOR A REVISED AMOUNT OF \$825,812.30 FOR THE URBAN CONCRETE PROJECT, FYE 2022 LOCATIONS, BID 2, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$41,256.72.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 5/10/2022

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O’Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-3: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RDNJ, L.L.C., D/B/A A-TECH PAVING, DECREASING THE CONTRACT AMOUNT BY \$28,073.69 FOR A REVISED AMOUNT OF \$825,812.30 FOR THE URBAN CONCRETE PROJECT, FYE 2022 LOCATIONS, BID 2, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$41,256.72.

BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Urban Asphalt Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. Prior to the election, the City provided a list of all streets included in the program based upon the pavement condition data from the City’s current Pavement Management System. The following is the list of the FYE 2022 Urban Concrete Pavement project locations included in this project:

Shiloh Heights Additions – BP0487

Triad Village Drive (12th Ave. NE / S. 300 Blk)
Triad Village Drive (Alameda St. / S. 300 Blk)

Edgemere Additions – BP0490

Rosedale Drive (Boyd St. / Camden Way)

Westfield Manor Addition – BP0492

Berry Road (Lindsey St. / Main St.)

Lincoln Terrace Addition – BP0493

Barkley Avenue (Boyd St. / Mockingbird Ln.)

Woodslawn Addition - BP0495

Regent Street (Denison Dr. / Berry Rd.)

Denison Drive (Berry Rd. / Sherry Ave.)

The roadways included in this project are located in established residential neighborhoods. This project involves rehabilitation of the existing pavement including concrete panel replacement.

During the rehabilitation of the Westfield Manor Addition (Berry Road between Lindsey Street and Boyd Street), additional concrete panels were identified as needing replacement. After discussion between staff, it was determined that the panels should be replaced to leave the citizens with the best possible product. On March 22, 2022, Council approved Change Order No. 1 approving the above-described work adding \$109,659.74 to the original contract and adding an additional 14 calendar days. The contract increased from \$744,226.25 to \$853,885.99.

DISCUSSION:

Construction projects are awarded to the lowest responsible bidder. Contractor bids are determined using estimated plan quantities multiplied by the contractor's unit prices for all bid items of the contract. The total of all of these costs represents the contractor's bid. During construction, each quantity is verified in the field and the contractor is to be reimbursed based on the actual quantity of materials and/or labor used.

Of the twenty-four (24) bid items, twenty-one (21) items had a quantity change. Three (3) quantity changes resulted in an increased cost, while eighteen (18) resulted in a decreased cost for an overall net contract decrease of \$28,073.69, or 3.29%. The contract decreased from \$853,885.99 to \$825,812.30 (please see the attached Change Order No. 2 for a complete list of bid item cost increases and decreases).

The final payment amount owed to RDNJ LLC dba A-Tech Paving is \$41,256.72, which includes the full 5% retainage.

RECOMMENDATION 1:

Staff recommends that Change Order No. 2, decreasing Contract K-2122-3 for the FYE 2022 Street Maintenance Bond - Urban Concrete, Project 2 with RDNJ LLC dba A-Tech Paving by \$28,073.69 from \$853,885.99 to \$825,812.30 be approved.

RECOMMENDATION 2:

Staff further recommends final acceptance of the FYE 2022 Street Maintenance Bond – Urban Concrete, Project 2, Contract K-2122-3, and final payment to RDNJ LLC dba A-Tech Paving be approved in the amount of \$41,256.72.

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

Item 17.

CHANGE ORDER NO. 2

DATE: May 24, 2022

CONTRACT NO.: K-2122-3

SUBMITTED BY: Joseph Hill

PROJECT: FYE 2022 Street Maintenance Bond – Urban Concrete Project 2

CONTRACTOR: RDNJ, LLC dba: A-Tech Paving
500 N. Vickie Dr.
Oklahoma City, Oklahoma 73117

Original Completion Date: March 21, 2022

Previous Completion Date: April 4, 2022

ORIGINAL CONTRACT AMOUNT \$ 744,226.25

(Increase) this change order 0 Calendar Days

New Completion Date: March 23, 2022

PRESENT CONTRACT AMOUNT \$ 853,885.99

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$236,678.38	\$264,752.08

NET CHANGE - \$28,073.69

REVISED CONTRACT AMOUNT \$825,812.30

See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

K-2122-3 FYE 2022 Urban Concrete, Project 2							
Change Order No. 2							
ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREASE
3	Undercut (2)	C.Y.	300.00		-300.00		-\$3,600.00
4	Saw Cut Pavement Full Depth	L.F.	5000.00		-4782.00		-\$4,782.00
5	Remove Curb & Gutter (6)	L.F.	2000.00		-1989.00		-\$11,934.00
6	Remove integral curb with slab (6)	L.F.	5621.50		-1575.96		-\$6,855.43
7	Remove existing pavement (1,6)	S.Y.	10736.57	936.04		\$7,535.12	
8	Type A ODOT Aggregate base	TON	100.00	22.82		\$912.80	
9	Repair inlet box and adjust to grade (3)	EA.	2.00		-1.00		-\$570.00
10	3000 PSI Concrete for 6" pavement (5,9,10,1	S.Y.	9000.00		-3290.45		-\$169,458.18
11	3000 PSI high-early strength concrete 6" pa	S.Y.	1736.57	4226.49		\$228,230.46	
12	Remove Sidewalk (6)	S.Y.	325.00		-233.83		-\$1,636.81
13	3000 PSI Concrete 4" Sidewalk (8,10)	S.Y.	175.00		-142.70		-\$7,277.70
14	3000 PSI Concrete sidewalk ramps (8,10)	S.Y.	150.00		-97.27		-\$6,322.55
15	Detectable Warning Surface	S.F.	220.00		-131.50		-\$3,945.00
16	Clean Topsoil	C.Y.	5.00		-5.00		-\$275.00
17	Slab Sod (4)	S.Y.	2500.00		-2488.44		-\$11,944.51
18	Adjust Manhole Ring to Grade	EA.	10.00		-7.00		-\$1,295.00
19	Adjust water valve	EA.	10.00		-10.00		-\$1,650.00
20	Repair existing Sprinkler head	EA.	20.00		-20.00		-\$1,300.00
21	Repair existing sprinkler line	L.F.	75.00		-75.00		-\$656.25
22	6" Integral curb	L.F.	7621.50		-3499.96		-\$30,449.65
24	Replace Inlet Grate (15)	EA.	2.00		-2.00		-\$800.00
TOTALS						\$236,678.38	-\$264,752.08
DIFFERENCE							-\$28,073.69

CONTRACTOR: Tim Zindler
 ENGINEER: Brandon Brandy
 CITY ATTORNEY: _____
 ACCEPTED BY: _____
 (Mayor)

DATE: 4-22-2022
 DATE: 4/27/2022
 DATE: _____
 DATE: _____

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF BID 2122-54; CONTRACT K-2122-95: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES, INC., IN THE AMOUNT OF \$169,619 FOR THE FLOOD AVENUE SIDEWALK CONSTRUCTION PROJECT FROM GRAY STREET TO DAKOTA STREET, PERFORMANCE BOND B-2122-68, STATUTORY BOND B-2122-69, MAINTENANCE BOND MB-2122-50, AND RESOLUTION R-2122-90 GRANTING TAX-EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

REQUESTER: Katherine Coffin

PRESENTER: Michael Rayburn, Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF BID 2122-54; CONTRACT K-2122-95: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES, INC., IN THE AMOUNT OF \$169,619 FOR THE FLOOD AVENUE SIDEWALK CONSTRUCTION PROJECT FROM GRAY STREET TO DAKOTA STREET, PERFORMANCE BOND B-2122-68, STATUTORY BOND B-2122-69, MAINTENANCE BOND MB-2122-50, AND RESOLUTION R-2122-90 GRANTING TAX-EXEMPT STATUS.

BACKGROUND:

On November 10, 2015, City Council approved Resolution R-1516-34 to seek 80% Federal Surface Transportation Program Urbanized Area (STP-UZA) funding, through the Association of Central Oklahoma Governments (ACOG), for the construction of sidewalks along both sides of Flood Avenue, between Gray Street and Dakota Street [see attached map of location].

On September 28, 2017, under existing “on call” engineering contracts, Lemke Land Surveying and Cardinal Engineering (both of whom are now a part of Parkhill, Smith & Cooper Inc. of Lubbock, Texas) agreed to provide professional services to produce plans for this project. Despite their substantial completion of the construction plans, which would have been bid and inspected by the Oklahoma Department of Transportation (ODOT), it was difficult to get the project on an ACOG Transportation Improvement Project (TIP) list, due to selections of higher priority projects by ACOG. The City Council was eager to get the project constructed and decided to bypass the ACOG process in favor of converting the project to a 100% local funding project. This move resulted in additional work being required of the consultants, and exposed some right-of-way shortcomings that had to be resolved as well before bidding.

DISCUSSION:

The process of selecting a contractor to construct the sidewalks was in accordance with state law. City staff prepared the bid documents and solicited bids through advertising. Five companies submitted bids for the April 7, 2022 bid opening, and EMC Services, LLC, of Oklahoma City was the low bidder with a bid of \$169,619 (a copy of the bid tabulation is attached). The City has already invested \$63,780.65 in this project for pre-construction activities including design, land acquisition, and utility relocation. The City’s FYE 2022 Capital Budget

allocated \$279,988 for construction of the sidewalks. If approved, the total amount of this project to date will be \$233,327.65. If awarded, the contractor will begin construction on or about May 27, 2022, and complete the work in August 2022.

RECOMMENDATION NO. 1:

Staff recommends award of Bid 2122-54 to EMC Services, LLC, as the low bidder. Funding will come from FYE 2022 Sidewalk Construction (Account 50597712-46101; Project TR-0113).

RECOMMENDATION NO. 2:

Staff recommends that upon approval of Bid 2122-54 that the Mayor be authorized to sign Contract K-2122-95 between the City of Norman and EMC Services, LLC, in the amount of \$169,619 as well as the following bonds, in the amount of the contract:

Performance Bond B-2122-68
Statutory Bond B-2122-69
Maintenance Bond MB-2122-50

RECOMMENDATION NO. 3:

Staff recommends approval of Resolution R-2122-90 designating EMC Services, LLC as the City's agent for the purchase of materials associated with the FYE 2022 Flood Avenue Sidewalks Project to avoid the payment of sales tax on materials purchases related to the project.

**CITY OF NORMAN
PUBLIC WORKS DEPARTMENT**

TABULATION OF BIDS

Bid No. 2122-54
FYE 2022 Flood Avenue (Gray Street to Dakota Street) Sidewalks Project
April 7, 2022

The following is a tabulation of bids received by the City of Norman for the FYE 2022 Flood Avenue (Gray Street to Dakota Street) Sidewalks Project:

<u>Bidder</u>	<u>Bid Amount</u>
Rudy Construction (Oklahoma City, OK)	\$ 222,756.00
Nash Construction (Oklahoma City, OK)	\$ 192,422.00
Tricore Group (Oklahoma City, OK)	\$ 203,423.46
SAC Services, Inc. (Oklahoma City, OK)	\$ 216,615.00
EMC Services LLC (Oklahoma City, OK)	\$ 169,619.00

RECOMMENDATION: That the project be awarded to EMC Services LLC in the amount of \$ 169,619.00, as the lowest and best bidder for this project.

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between EMC SERVICES LLC as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

BID 2122-54 FYE 2022 FLOOD AVENUE SIDEWALKS PROJECT

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) One Hundred Sixty-Nine Thousand Six Hundred Nineteen & 00/100 (DOLLARS);

(NUMERALS) (\$ 169,619.00) .

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid them as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make their final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by them in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 15 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

FYE 2022 Flood Avenue Sidewalk Improvements Project

a. 90 Calendar Days

1. 90 Calendar Days does not include weather days

i) Weather days to be determined by the City Engineer

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Contract No. K-2122-95

Page 2 of 4

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

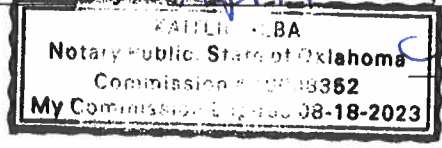
STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Saul Elizondo, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.


Contractor

Contract No. K-2122-95
Page 3 of 4

Subscribed and sworn to before me this 18th day of April, 2022



[Signature]
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 18th day of April, 2022, and the 18th day of April, 2022.

(Corporate Seal) (where applicable)

Principal

ATTEST:
Authorized Representative
Lucia Martinez
Corporate Secretary (where applicable)

Signed: [Signature]
Title: President
Address: 1400 SW 50th St
Telephone: 4056058131

CITY OF NORMAN:

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

City Attorney

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

ATTEST:

City Clerk

Mayor

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

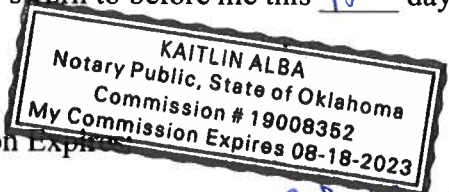
Saul Elizondo, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of emcservices llc to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

[Signature]
Contractor

Subscribed and sworn to before me this 18th day of April, 2022.

[Signature]
Notary Public



My Commission Expires 08-18-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY) **Item 18.**
04/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189	CONTACT NAME: Denisse Zamora	
	PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: dzamora@midamericainc.com	
INSURED EMC Services, LLC 1400 SW 56th Street Oklahoma City OK 73119	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Valley Forge Insurance Co	20508
	INSURER B: Continental Insurance Company	35289
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2021-22 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			C 7011371326	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 7011371309	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC 7 11371293	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Norman Project No. BID 2122-54 FYE 2022 FLOOD AVENUE SIDEWALKS PROJECT
Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER City of Norman 201 West Gray Norman OK 73069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

W.M. McNeill, Cody McNeill, Lisa Sherman, Wendy Hollen, John Rogers, Larry D. Bixler, Kyle D. Reser, John L. Birsner, Susanne Cusimano, jointly or severally

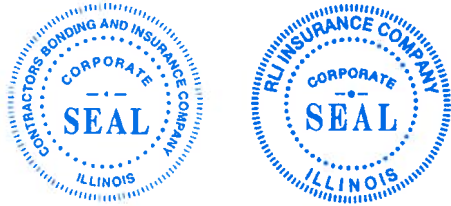
in the City of Oklahoma City, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 28th day of September, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 28th day of September, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



PERFORMANCE BOND #RCB0036084

Know all men by these presents, that EMC Services, LLC as PRINCIPAL, and RLI Insurance Company Corporation organized under the laws of the State of Illinois and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of **One Hundred Sixty Nine Thousand Six Hundred Nineteen & No/100** DOLLARS, (\$ 169,619.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2122-54 FYE 2022 FLOOD AVENUE SIDEWALKS PROJECT

has entered into a written CONTRACT (K-2122-95) with THE CITY OF NORMAN, dated this _____ day of _____, 20__ for the crection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or their or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of their or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the surcties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the 14th day of April, 2022 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of April, 2022

B-2122-68

(Corporate Seal) (where applicable)

ATTEST:

Lucia Martinez

Corporate Secretary (where applicable)

Principal EMC Services, LLC

Signed: [Signature]

Authorized Representative

Title: president

Address: 1400 SW 56th Street

Oklahoma City, OK 73119

Telephone: (405)605-8131

(Corporate Seal) (where applicable)

ATTEST:

[Signature]

Surety: RLI Insurance Company

Signed: [Signature]

Authorized Representative

Printed: Lisa Sherman

Authorized Representative

Title: Attorney-in-Fact

Address: PO Box 890300, Oklahoma City, OK 73189

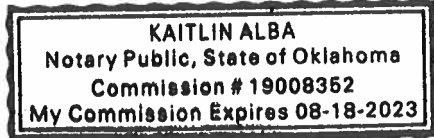
Telephone: (405)691-0016

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 18th day of April, 2022 by Saul Elizondo President (Name and Title), of emcservices llc, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 18th day of April, 20 22.



[Signature]
Notary Public

My Commission Expires: 08-18-2023

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) _____
(partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

CITY OF NORMAN

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

City Attorney

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

ATTEST:

City Clerk

Mayor

B-2122-69

STATUTORY BOND #RCB0036084

Know all men by these presents that EMC Services, LLC as PRINCIPAL, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of **One Hundred Sixty Nine Thousand Six Hundred Nineteen & No/100** DOLLARS (\$ 169,619.00), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2122-54 FYE 2022 FLOOD AVENUE SIDEWALKS PROJECT

has entered into a written CONTRACT (K-2122-95) with THE CITY OF NORMAN, dated this ___ day of ___, 20___, for the crection and construction of this PROJECT, that CONTRACT being incorporated herein by refercnce as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, their subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same bcomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 6l O.S. S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be excuted in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 18th day of April, 2022, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 18th day of April, 2022

(Corporate Seal) (where applicable)

ATTEST

Lucia Martinez
Corporate Secretary (where applicable)

Principal EMC Services, LLC
Signed: [Signature]
Authorized Representative
Title: president
Address: 1400 SW 56th Street
Oklahoma City, OK 73119
Telephone: (405)605-8131

B-2122-69

(Corporate Seal) (where applicable)

Surety: RLI Insurance Company

ATTEST: [Signature]

Signed: [Signature]
Authorized Representative

Printed: Lisa Sherman
Authorized Representative

Title: Attorney-in-Fact

Address: PO Box 890300, Okla. City, OK 73189

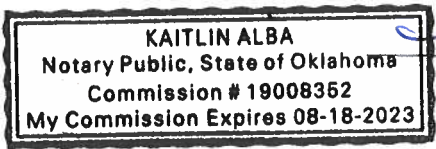
Telephone: (405)691-0016

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 18th day of April, 2022, by Saul Dizend (Name and Title), of eme services llc, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 18th day of April, 2022.



[Signature]
Notary Public

My Commission Expires: 08-18-2023

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Statutory Bond No. B-2122-69
Page 2 of 3

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ (Name and Title) _____
(partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

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

City Attorney

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

ATTEST:

City Clerk

Mayor

CITY OF NORMAN
MAINTENANCE BOND #RCB0036084

MB-2122-50

Know all men by these presents that EMC Services, LLC, as Principal, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of DOLLARS (\$), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of DOLLARS(\$), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of one year thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

BID 2122-54 FYE 2022 FLOOD AVENUE SIDEWALKS PROJECT

has entered into a written CONTRACT (K-2122-95) with the CITY OF NORMAN, dated this ___ day of _____, 20___ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Maintenance Bond No. MB-2122-50

Page 1 of 3

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

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

City Attorney

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

ATTEST:

City Clerk

Mayor

Resolution

R-2122-90

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING EMC SERVICES, L.L.C., AS PROJECT AGENT FOR THE FLOOD AVENUE SIDEWALK CONSTRUCTION PROJECT FROM GRAY STREET TO DAKOTA STREET.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by EMC Services, L.L.C., for the Flood Avenue Sidewalk Construction Project from Gray Street to Dakota Street; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on EMC Services, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, R EMC Services, L.L.C., to purchase materials which are in fact used for the Flood Avenue Sidewalk Construction Project from Gray Street to Dakota Street; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that EMC Services, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 10th day of May, 2022, did appoint EMC Services, L.L.C., who is involved with the Flood Avenue Sidewalk Construction Project from Gray Street to Dakota Street, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Flood Avenue Sidewalk Construction Project from Gray Street to Dakota Street.

PASSED AND ADOPTED THIS 27th day of February, 2022.

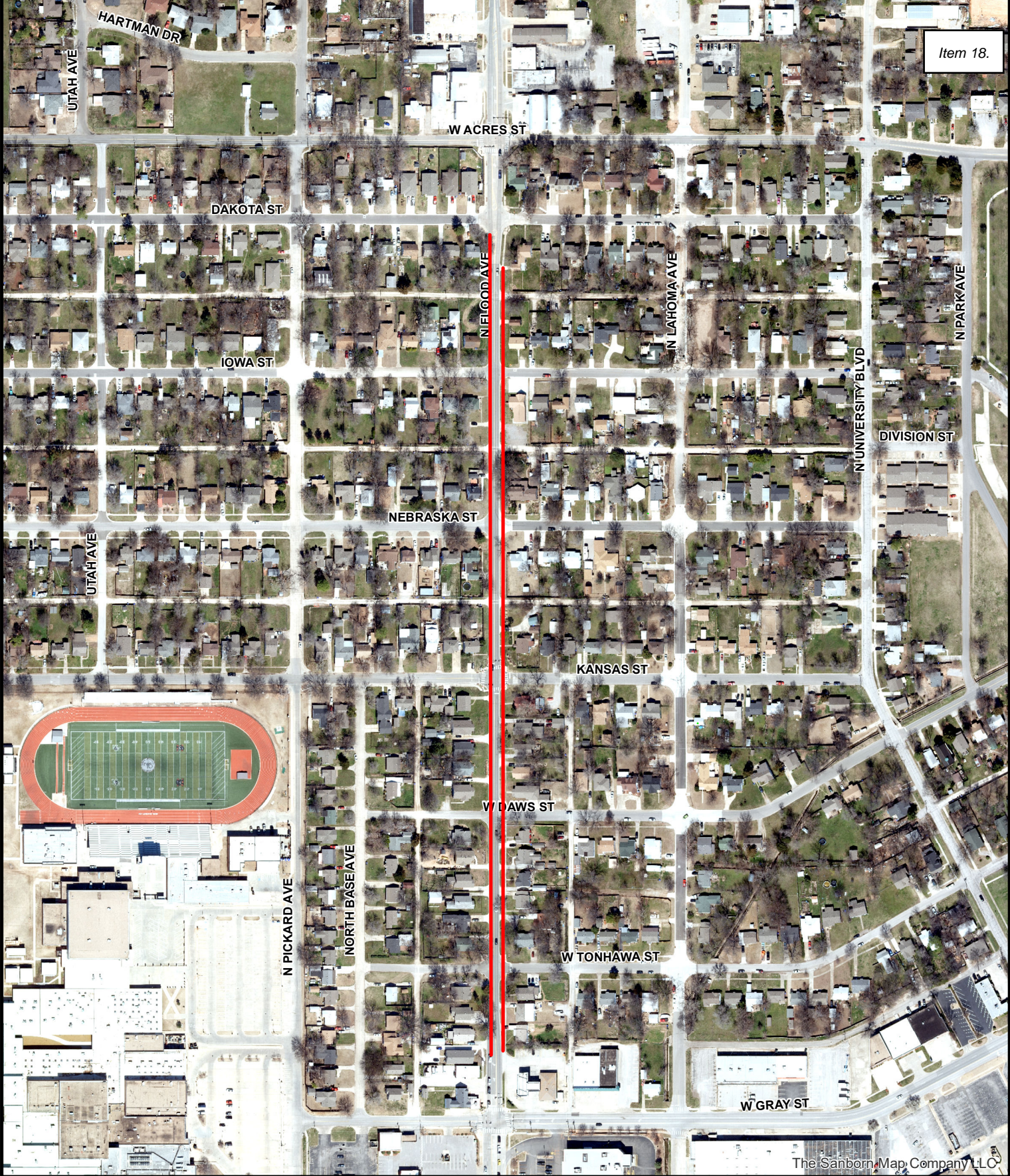
Mayor

ATTEST:

City Clerk



Item 18.



The Sanborn Map Company, LLC



FLOOD AVENUE Sidewalks

Gray Street to Dakota Street



1 INCH = 300 FEET
 Date: 5/7/2021

File Attachments for Item:

19. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$75,000 FROM THE NATIONAL ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS (NACCHO) TO SUPPORT THE EFFORTS OF THE MEDICAL RESERVE CORPS VOLUNTEER PROGRAM FOR THE FIRE DEPARTMENT IN COLLABORATION WITH THE CLEVELAND COUNTY HEALTH DEPARTMENT, APPROVAL OF CONTRACT K-2122-124; AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/10/2022

REQUESTER: David Grizzle, Emergency Management Coordinator

PRESENTER: Travis King, Fire Chief

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$75,000 FROM THE NATIONAL ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS (NACCHO) TO SUPPORT THE EFFORTS OF THE MEDICAL RESERVE CORPS VOLUNTEER PROGRAM FOR THE FIRE DEPARTMENT IN COLLABORATION WITH THE CLEVELAND COUNTY HEALTH DEPARTMENT, APPROVAL OF CONTRACT K-2122-124; AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

In February 2022, the Norman Office of Emergency Management applied for a grant through the National Association of City and County Health Officials (NACCHO) to support the efforts of the Medical Reserve CORPS volunteer program, managed by Norman Emergency Management in collaboration with the Cleveland County Health Department.

DISCUSSION:

During February 2022, NACCHO provided notice to the Medical Reserve CORPS units of the availability of a grant program known as RISE (Respond, Innovate, Sustain and Equip Awards). Norman Emergency Management coordinates the activities of the City of Norman/Cleveland County Medical Reserve CORPS. The grant was applied for and approved pending the return of the Mayoral signed contract. The application was for the Tier 3 of the award for \$75,000. The grant allows for the continued collaboration between Emergency Management, Cleveland County Health Department, Envision Success for Veterans and the Oklahoma University Zarrow School of Social Work for expenses related to the Internship project. This grant allows for a continued funding to Envision Success as the project agency of the intern project. This grant allows for the purchase of equipment in order to address to programmatic response to COVID 19. This grant allows travel funds to attend workshops and conferences as continuing education and training. Payments from NACCHO for the grant will be made in accordance with the MRC-RISE-1 invoice.

RECOMMENDATION:

It is therefore recommended the Grant be accepted in the amount of \$75,000; be receipted into revenue account [Emergency Mgmt./ Other Revenue \(226-333360\)](#) and transferred as follows. \$19,722.38 to [Emergency Management/ Business Services-Temporary Employment \(22695508-44101\)](#), \$10,500.00 to

Emergency Management/Rentals and Leases: Other Rentals (22695508-44599), \$19,918.60 to Emergency Management/Minor Equipment and Tools (22695508-43610), \$4,631.10 to Emergency Management/Plant & Operating Equipment-Other, \$15,780 to Emergency Management/Radio-Communications Equipment-Other and \$4,447.92 to Employee Travel – Emergency Management/Workshops and Seminars (22695580-44604). The expenditure and revenue accounts project number is GF0027.

April 1, 2022

Dear District 10 MRC-Norman/Cleveland County Unit #0333:

Congratulations! The National Association of County and City Health Officials (NACCHO) is pleased to inform you that your application for a Tier 3 Medical Reserve Corps (MRC) COVID-19 Respond, Innovate, Sustain, and Equip (RISE) Award in the amount of \$75,000 is **conditionally** approved.

To fully approve your award, please complete and return the [Vendor Information Form](#) via email to mrc@naccho.org by April 15, 2022.

Please read this letter in entirety to understand the next steps in the award process. Your action is needed as **NACCHO is requiring the submission of deliverables to begin distributing funding.**

CONTRACT PROCESSING

- NACCHO will send an electronic copy of your unit’s contract in approximately 3-6 weeks to the person listed in the application with signing authority, cc’ing the unit leader. Requests for corrections or changes to designated approving authorities, housing agencies, or addresses on the contract must be submitted to mrc-contracts@naccho.org by May 27, 2022.
- Awardees are to return the signed contract to mrc-contracts@naccho.org by **June 10, 2022**.
- In order to fully execute the contract, your sponsoring agency’s SAM.gov account must remain active throughout contract processing. If the registration expires within the next three months, please update/renew the entity to maintain active status.

AWARD PAYMENT PROCESS

Funding will be distributed in three payments upon receipt of the following:

1. Deliverable 1:
 - NACCHO-approved Program Workplan & Timeline and Budget* via [Qualtrics \(tinyurl.com/RISEDeliverable1\)](#) by June 10, 2022. ****Please see the third page of this letter to learn the approval status of the submissions in your application.***
 - [Invoice #1](#) for 35% of the total award via [Qualtrics](#) by June 10, 2022.
 - Signed contract returned via email to mrc-contracts@naccho.org by June 10, 2022.
2. Deliverable 2:
 - [In-Progress Report](#) via [Qualtrics \(tinyurl.com/RISEDeliverable2\)](#) by August 31, 2022.
 - [Invoice #2](#) for 35% of the total award via [Qualtrics](#) by August 31, 2022.
3. Deliverable 3:
 - [Final Program Report](#) via [Qualtrics \(tinyurl.com/RISEDeliverable3\)](#) by December 15, 2022.
 - [Invoice #3](#) for 30% of the total award via [Qualtrics](#) by December 15, 2022.



NACCHO

National Association of County & City Health Officials

TECHNICAL ASSISTANCE WORKSHOPS

NACCHO staff will be holding three one-hour virtual technical assistance (TA) workshops on the following dates to assist awardees in completing their first deliverable. All sessions can be joined via Zoom: <https://naccho.zoom.us/j/87945784104>

1. Monday, April 18, 2022 at 1:00 PM ET
2. Thursday, May 12, 2022 at 2:00 PM ET
3. Tuesday, May 31, 2022 at 3:00 PM ET

REMINDERS REGARDING YOUR BUDGET AND USE OF FUNDS

- Awardees are expected to use funds as outlined in the NACCHO-approved budget to support MRC COVID-19 response capabilities. Funds should not be used to support non-MRC agency activities or purchases.
- Awardees must follow all applicable guidelines, laws, and executive orders. Please see Federal Guidance [45 CFR Part 75](#) and [2 CFR Chapter I, Chapter II, Part 200](#) (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) for guidance on using federal funding.
- Any branding of materials and supplies purchases must include the MRC brand to acknowledge the intent of the funding. Purchases are not transferable to partner agencies or organizations.
- Equipment purchases of \$5,000 or more per item are not allowable expenses.
- Using funds to purchase gift cards as incentives, stipends, or as a form of reimbursement is not allowed.
- Using funds for donations, entertainment, or promotional 'giveaways' is not allowed.
- For more information, please refer to the [MRC RISE Awards FAQ](#) or the funding [RFA](#).
- Awardees are to notify NACCHO MRC staff at mrc@naccho.org for requests for budget modifications that exceed 10% of the overall budget.

Once again, congratulations on this award! NACCHO values the important work of the MRC and looks forward to highlighting and sharing the impact of the funding through the information you provide in your In-Progress and Final Program Reports. If you have any questions, please contact NACCHO MRC staff at mrc@naccho.org.

Thank you for your dedication and commitment to the Medical Reserve Corps mission.

Sincerely,



Kathy Deffer

Director, Preparedness

National Association of County and City Health Officials (NACCHO)





National Association of County & City Health Officials

PROJECT WORKPLAN AND TIMELINE: Not Approved

Feedback: Please add RISE categories. These can be aligned with the budget line items. Please also provide additional detail in the goals section.

BUDGET: Not Approved

Feedback: Please include the quantity of radios and per item costs.*

*This feedback has been generated after an initial review of your budget. NACCHO may ask for additional changes as your materials are further processed in accordance with federal regulations.



CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

In accordance with Executive Order 12549 and Executive Order 12689, entitled Debarment and Suspension, and any applicable implementing regulations, this certification must be completed by the Organization:

1. Under penalty of perjury, except as noted below, all persons or firms or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, or local) terminated for cause or default.
 - e. Will not subcontract with parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to NACCHO.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Brea Clark	TITLE Mayor, Norman Oklahoma
ORGANIZATION City of Norman	DATE SIGNED

MRC COVID-19 Respond, Innovate, Sustain, Equip (RISE) Awards			
MRC Unit Name or State (for State Awards):		District 10 MRC-Norman/Cleveland County	
Sponsoring Agency:		City of Norman Emergency Management	
MRC Unit Contact or State Coordinator Name:		David Grizzle	
POC Email:		MRC Unit Number:	Unit 333
Line Items	Requested Amount	MRC RISE Category <i>Respond, Innovate, Sustain, and/or Equip</i>	Cost Justification Include description, quantity, unit cost/rate, and other information as applicable.
1. Direct Labor (Name & Position description)			
Administrative Assistant-staffing to support ongoing readiness and operational requirements	\$ 13,889.00	Sustain	817 available work hours during period of performance, Em[p]loy rate \$17/hr
Temp service fee	\$ 5,833.38	Sustain	Based on the period of performance there are 817 available work hours. We will use a tempory service. This amount includes the hourly rate plus the personnel cost of FICA, Workcomp and service fees. Fee is \$7.14/hr
Personnel Subtotal	\$ 19,722.38		
Retirement (X%)			
FICA (X%)			
Insurance			
Fringe Benefits Subtotal	\$ -		
Subtotal of Personnel & Fringe Benefits	\$ 19,722.38		
2. Contracts or Professional Services			
Fee for facility space	\$ 10,500.00	Sustain	Market rate in Norman is \$19 to 22/sqft per the Chamber of Commerce. By using
\$15sqft x 100 x 7months		Sustain	a collobrative non-profit partner we can accomplish our goal of cost savings
Subtotal of Contracts/Professional Svcs	\$ 10,500.00		
3. Materials/ Supplies			
CPR Equipment, certification cards,	\$ 6,456.00	Respond	8 sets, Prestan Manikin Pro Pak/\$682ea/\$1000 for training/certification cards
Stop the bleed kits	\$ 1,000.00	Respond	10 sets/Sstop the bleed kits. \$100 per kit
AED Trainers	\$ 3,183.60	Respond	8 ZOL AED Trainers @ \$397.95ez
AED Units	\$ 7,580.00	Respond	4 ZOL AED 3 units @\$1895ea
Subtotal of Materials/Supplies	\$ 18,219.60		
4. Travel			
Travel to Conference and workshops	\$ 4,447.92	Respond	July NACCHO Conference/August Okla MRC Workshop
Subtotal of Travel	\$ 4,447.92		
5. Other Expenses			
Print key for Salamander program	\$ 500.00	Sustain	Print keys for mobile ID Card printing
Electric Pallet Stacker Fork lift	\$ 4,631.10	Respond	Item to refine warehouse operations during 2019 COVID
Harris Trunked radios with charger	\$ 15,780.00	Respond	Item to refine communications capability of 2019 COVID operation
Weather enclosure for cart	\$ 1,199.00	Respond	Item to refine protection of staff during 2019 COVID operations
Subtotal of Other Expenses	\$ 22,110.10		
Subtotals			
Subtotal of Direct Costs	\$ 75,000.00		
Organization Indirect Rate (X%)	\$ -		Note: Use organization indirect rate to replace "0" in formula (e.g., for a rate of 7%, cell B43 should contain =ROUND(B42*7%,2)
Grand Total	\$ 75,000.00		

Program Workplan and Timeline

Applicants are to upload a draft of this document with their applications. If awarded, the final approved due versions are by June 10, 2022.

MRC COVID-19 RISE Awards <i>Respond, Innovate, Sustain, and Equip</i>	
MRC Unit Name & Number:*	District 10 MRC-Norman/Cleveland County Unit 333
Point of Contact Name:	David Grizzle
Point of Contact Email:	David.grizzle@normanok.gov

*State coordinators, please enter your state here.

Program Workplan and Timeline	
<p>Goal(s): Address at least one category and describe the goal of the program and the measurable outcomes expected.</p> <ul style="list-style-type: none"> • Respond: Build the capacity of a trained and ready corps of volunteers to respond to the COVID-19 pandemic. <ul style="list-style-type: none"> ○ Examples include volunteer training opportunities, recruitment efforts to expand volunteer capacity, volunteer onboarding expenses such as background checks/liability coverage, deployment related expense such as supplies. • Innovate: Adopt technology and processes to support evolving volunteer management requirements. <ul style="list-style-type: none"> ○ Examples include purchase or expand technology platforms to manage and track volunteer databases, deployment activities, communications with volunteers/partners during emergency/non-emergency operations, technology requirements during deployments, etc. • Sustain: Maintain staffing and infrastructure needed to meet the operational requirements of the unit. <ul style="list-style-type: none"> ○ Examples include staffing needs to support to support ongoing operational requirements, recruitment of volunteers, management of volunteers, developing training curriculum for volunteer deployments, developing plans and processes for volunteer management, etc. Staffing needs may include supplementing full or part-time equivalents. • Equip: Attain supplies to support volunteer deployments and meet mission requirements. <ul style="list-style-type: none"> ○ Examples include supplies to support MRC deployment requirements, such as deployable tents, materials/supplies to support POD operations, volunteer PPE or deployment gear, supplies for volunteer training events, etc. 	
Goal(s):	Measurable Outcomes:
<ul style="list-style-type: none"> ○ Obtain Facility for grant operations ○ Hire temporary admin assistant ○ ○ 	<ul style="list-style-type: none"> • Complete MOU for office space cost within budget • Coordinate with temp service for individual within budget
<ul style="list-style-type: none"> ○ Identify training shortfalls ○ ○ Obtain equipment ○ ○ Identify conference and workshop attendees 	<ul style="list-style-type: none"> • Train 75 in CPR, AED, Stop the Bleed by end of period • Train 12 in forklift operations, Train 6 in trunked radio • Obtain budgeted equipment IAW grant NLT end of performance period • Select 1-4 Unit representative for NACCHO conference

Objectives to support goals:	Timeline:	Key Tasks:
Develop plans and processes	April 1 – May 2022	<ul style="list-style-type: none"> Hire personnel, Meet with key leaders to determine common operating picture, prioritize scope of work to refine programmatic issues with the 2019 COVID response
Assist in recruitment of volunteers	June to December 31, 2022	<ul style="list-style-type: none"> Identify opportunities to market the MRC at local events, workshops and community organizations.
Conduct a volunteer needs assessment	July 1 to July 31, 2022	<ul style="list-style-type: none"> Obtain database to utilize, develop medium for survey of database, coordinate dates to provide corrective actions
Negotiate fee for facility	May 1 to June 1, 2022	<ul style="list-style-type: none"> Obtain retail market space value in the community, identify collaborative partner for facility space, negotiate fee
Obtain Equipment	July 1 to July 31, 2022	<ul style="list-style-type: none"> Identify vendors, execute purchases

File Attachments for Item:

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-49: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND STANTEC CONSULTING SERVICES, INC., INCREASING THE CONTRACT AMOUNT BY \$302,134.25 FOR A REVISED CONTRACT AMOUNT OF \$576,156.56 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE TRAFFIC MANAGEMENT CENTER AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-49: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND STANTEC CONSULTING SERVICES, INC., INCREASING THE CONTRACT AMOUNT BY \$302,134.25 FOR A REVISED CONTRACT AMOUNT OF \$576,156.56 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE TRAFFIC MANAGEMENT CENTER AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT

BACKGROUND:

A Traffic Management Center or TMC is a component of a transportation management system that improves traffic flow and incidence response. Many cities throughout the country, including Oklahoma City, Tulsa and Edmond in the state of Oklahoma, have TMCs designed to better manage the flow of traffic on their streets.

A TMC collects information about the transportation network, combine it with other operational, and control data to manage the transportation network and to provide traveler information. TMCs communicate transportation-related information to the media and to the motoring public. TMCs are places where multiple agencies can coordinate their responses to changing transportation situations and conditions. The TMC uses closed circuit video equipment and roadside count stations to enable decision-makers to identify and react to an incident in a timely manner based on real-time data.

For the last two decades, the City of Norman has been working on the development of an Advanced Traffic Management System (ATMS) and communication network of underground fiber optic cable. There are currently ten closed-loop traffic signal coordinated systems and approximately 60 miles of fiber optic cable in the ground in Norman, connecting 127 of the City's 156 traffic signals. The remaining 29 signals are stand-alone signals and are not currently part of a coordination system.

The City utilizes video detection systems as its primary means of detection; however, a few intersections do feature in-pavement loop detectors. Where fiber optic cable is available at a given intersection with video detection, the feeds from these cameras are linked to the offices of

the Transportation Engineer in the Municipal Complex and the Traffic Control Division Building located in North Base, using the ATMS software. All of the City's school zone flashers utilize cellular modems to provide communications to and from the office through a wireless communication system. The City also maintains a number of driver feedback speed limit signs with and without school zone flashing beacons. The City of Norman has already laid the foundation for the establishment of a TMC with its robust fiber optic communication network, state-of-the-art traffic signal controllers, and modern vehicle video detection systems.

On April 2, 2019, Norman citizens approved a \$72 million proposition to fund 19 transportation projects, including \$366,000 dollars earmarked for the design of a TMC that will ultimately be constructed using federal transportation funds. On November 12, 2019, the Norman City Council approved Contract K-1920-49 with Stantec Consulting Services, Inc., to prepare the Systems Engineering Analysis needed to qualify for federal funding of the TMC.

The Federal Fiscal Year 2021-2022 Transportation Improvement Plan includes a \$3,000,000 grant for the City's first TMC. It is anticipated that there will be a local match of 10 percent (10%) of the grant funds (\$300,000) for the installation and construction phases of the project. The project achieved a perfect score of 100 in the Association of Central Oklahoma Governments (ACOG) competitive ranking process. Funds for the construction of the TMC must be obligated by the Oklahoma Department of Transportation (ODOT) by October 2022.

DISCUSSION:

The original Contract K-1920-49 included the Systems Engineering Analysis along with an element of design. This design at the time was intended for design of the TMC that was to be co-located within the new Emergency Communications and Operations Center (ECOC) that was believed at the time to be constructed shortly following the issuance of K-1920-49 (early 2020). Funding, engineering design, and project scope issues have further delayed construction of the ECOC, such that it cannot be completed in time to house the Traffic Management Center on the TMC funding schedule.

Staff has explored other potential locations for the TMC; three different potential locations were explored. As schedules for the various locations were sorted through, it became clear to Staff that the best solution was two-fold: to house the TMC in the southwest corner of "Building C" in the Municipal Complex (the future Information Technology/Human Resources Building); and to develop a smaller ECOC site as a future back-up location that will be used for traffic management in emergency events. A conceptual drawing of the Building C TMC is attached.

In Contract K-1920-49, Phase 1 included two parts. Part 1 was the Systems Engineering Analysis required by the federal regulations; and Part 2 was the staffing evaluation for the City's TMC and the Traffic Control Division. Both of these parts have been completed.

Phase 2 of Contract K-1920-49 was to consist of the final design for the TMC. Due to all of the moving parts with the physical location of the TMC, the funding identified for design in 2019 is not sufficient at the current time. There is now building re-design associated with the Building C remodel. A revised scope of services for Phase 2 is attached. Future phases of the project will include deployment of Closed Circuit Television Cameras to selected signalized intersections

along with the deployment of Arterial Dynamic Message Signs along key corridors in Norman, and staffing of the TMC.

A traditional TMC design has generally included a large video wall. In order to install a large video wall usually means that minimum ceiling heights must be available. The necessary height was not available in the Building C location. As such, the Stantec team began working on a propriety iTOC. Each modular iTOC accommodates two operator seats, designed with three large 55" 4K video curved monitors, not to exceed 12 feet in total length, constituting the upper monitoring area. The lower monitoring area of the iTOC shall contain four (4) dual 49" curved monitors as shown in the attached iTOC rendering. Current plans are to include two iTOC units in the Building C TMC and one iTOC unit in the ECOC TMC.

Even with the changes to the TMC in terms of locations, Phase 2 remains as the final design for implementation of the TMC. This phase will use the findings of the systems engineering analysis in Phase 1 to develop a scalable, cost effective and sustainable TMC compatible with the State and Regional ITS architectures.

Staff negotiated a \$302,134.25 contract fee with Stantec Consulting Services, Inc., for the Phase 2 design services for the TMC (a copy of the design fee and the original K-1920-49 contract is attached). Funding for the work was allocated in the City's FYE 2020 Capital Budget, Traffic Management Center Study – Design (Account 50594019-46201; Project BP0422). The amount in this account is currently \$25,977.69. This leaves a balance of \$276,156.56 to be identified.

Another account, Railroad Quiet Zone – Construction (50591169-46101; Project TR0066) has a balance of \$639,386.31 available. Planned expenditures for that project, except for fencing along James Garner Boulevard, have been addressed. Transferring \$276,156.56 from the Railroad Quiet Zone – Construction account to the Traffic Management Center Study – Design account will leave a balance of \$363,229.75 for future Railroad Quiet Zone projects. Fencing along James Garner Boulevard has been estimated at approximately \$200,000.

The construction of the new TMC space in Building C is anticipated to be bid by the Oklahoma Department of Transportation in October 2022. Construction will likely begin in January 2023 with completion expected in December 2023. The TMC is anticipated to be operational in the spring of 2024. The TMC construction in Building C will be carefully coordinated with other planned improvements in that building.

Construction of the TMC and the associated technology, furniture, and fixtures will be paid for, primarily, with the federal transportation grant at an estimated cost of \$3,000,000. 2019 transportation bond funding is available at \$300,000, for the anticipated local cost share of the project.

RECOMMENDATION NO. 1:

Staff recommends approval of Amendment No. 1 to Contract K-1920-49 with Stantec Consulting Services, Inc. in the amount of \$302,134.25, for the engineering services associated with the design of a new Traffic Management Center.

RECOMMENDATION NO. 2:

Staff recommends the transfer of \$276,156.56 from Railroad Quiet Zone, Construction (Org 50591169, Object 46101; Project TR0066) to Traffic Management Center, Design (Org 50594019, Object 46201; Project BP0422).

AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment No. 1 to Contract No. K-1920-49 is between the City of Norman, Oklahoma, a municipal corporation, (hereinafter “OWNER”) and Stantec Consulting Services, Inc., (hereinafter “CONSULTANT”).

WITNESSETH:

WHEREAS, the parties entered into Contract No. K-1920-49 on October 23, 2019, pursuant to which CONSULTANT was to provide professional services, including: Systems Engineering Analysis (SEA) for a Traffic Management Center Including Staffing Needs Study for the Traffic Control Division (TCD) and Final Design for the Traffic Management Center (TMC) in Norman, Oklahoma (“Project”).

WHEREAS, Contract No. K-1920-49 was for a total amount of TWO HUNDRED SEVENTY-FOUR THOUSAND TWENTY-TWO AND 31/100 DOLLARS (\$274,022.31).

WHEREAS, OWNER requires various additional services from CONSULTANT, necessitating an amendment to Contract No. K-1920-49, which supplements the scope, cost, and Project schedule of K-1920-49; and

NOW, THEREFORE, the parties desire to amend Contract K-1920-49 as follows:

- I. The Project shall be amended to add and supplement CONSULTANT’S provision of the professional services under the contract to also include those professional services described in the attached “Consultant Scope of Services – Task Work Order 2 (attached hereto as **Attachment A** hereto, hereafter “Amendment 1 Services”);
- II. The Amendment 1 Services shall be provided at a total additional cost of THREE HUNDRED TWO THOUSAND ONE HUNDRED THIRTY-FOUR AND 25/100 DOLLARS (\$302,134.25) as set forth **Attachment B** hereto, for a new total contract amount of FIVE HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED FIFTY-SIX AND 56/100 DOLLARS (\$576,156.56);
- III. Notwithstanding any other language herein, including any descriptions contained within the Attachments hereto, the schedule for Amendment 1 Services shall be as follows:
 - a. All design Amendment 1 Services shall be completed no later than six (6) months following Notice to Proceed (“NTP”) with Amendment 1 Services; and
 - b. A schedule for post-design Amendment 1 Services mutually agreeable to the parties may be provided at a later date; however under no circumstances shall

post-design Amendment 1 Services be completed more than **180 days** following NTP.

Contract K-1920-49 shall only be amended as required to give full force and effect to these amendments. All other terms of Contract K-1920-49 shall remain in full force and effect.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement.

DATED this ____ day of _____, 2022.

**CITY OF NORMAN, OKLAHOMA
("OWNER")**

By: _____
Mayor Breea Clark

ATTEST:

By: _____
Brenda Hall, City Clerk

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

City Attorney

**STANTECH CONSULTING SERVICES, INC.
("CONSULTANT")**

By: _____

Name: Russell Saputo

Title: Vice President

ATTEST:

By: _____

Title: Corporate Secretary

CONSULTANT SCOPE OF SERVICES

Task Work Order 2

City of Norman Traffic Management Center with Integrated Traffic Operations Console (iTOC) Operations Support

Stantec Consulting Services Inc.

BACKGROUND AND OVERVIEW

The City of Norman has invested significantly in signal system expansion with Econolite™ controllers and video detection technology under the Centrac@ central software platform. Traffic signals and associated devices are currently managed from the standalone workstations in the Traffic Control Division (TCD) office, located at 1311 DaVinci Street and in the Municipal Complex downtown at 201A West Gray Street. Currently, 127 of the 156 signals are under the Econolite™ Centrac@ central platform. The City has extensive fiber optic outside plant with communication end equipment that integrate the traffic signals to the central platform under a data center managed by the Norman Information Technology (IT) Department. Workstation based operator interface (OI) provided to various Norman facilities with limited display, incident management, traveler information and center to center capabilities.

Further, the City is upgrading its traffic signals with Emergency Vehicle Preemption (EVP) capability with Opticom™ GPS technology along with Automated Vehicle Location (AVL) for tracking of emergency vehicles. The City has deployed transit fleet management technologies with a goal to provide better services to Norman residents. In order to better manage traffic and transit technologies, a Traffic Management Center (TMC) with an integrated platform was envisioned. A TMC should also be able to accommodate continuing expansion of signal and other technologies to manage growing Norman population and resulting automobile and pedestrian traffic.

In 2019, a detailed systems engineering analysis (SEA) for design of the City of Norman TMC, under Phase 1/TWO 1, was initiated in compliance with Federal Highway Administration's (FHWA) Rule 940 and completed in 2020 with the submission of a series of SEA documents. Several technical reports covering the data inventory and analysis, concept exploration (ConEx) with recommendations on future ITS technologies at identified safety/traffic hotspots and priority corridors, system communications, TMC Concept of Operations (ConOps), system requirements, staffing analysis, TMC space planning, and cost estimates were prepared.

Based on the SEA reports and extensive stakeholders feedback, a TMC with center to center (C2C) integration of key stakeholders such as the Norman Police Department, the Oklahoma Department of Transportation (ODOT), the University of Oklahoma (OU) Transportation Operations Center, etc., was recommended to enable more efficient management of traffic signals, traffic incidents, special events, weather emergencies, transit services and other emerging areas such as Connected and Autonomous Vehicles (CAV) and Smart City. Two TMC locations were considered: primary at the existing Building C in

K-1920-49

the Norman Municipal Complex (HR/IT) and the secondary at the new Emergency Communications & Operations Center (ECOC) under design. This TWO scope is for the primary TMC, 201-C West Gray Street. The HR/IT building TMC facility will be redesigned to include (approximately 2100 square feet covering operator/iTOC room, server room, conference room and offices/corridor) under another contract.

All necessary TMC space planning shall be conducted and coordinated with Architect/TCD/Norman HR/IT and other stakeholders. The systems engineering documents are available upon request.

TMC DESIGN SCOPE OF SERVICES

The Consultant shall analyze and design the City of Norman TMC as discussed above with the following key services:

- Project management
- TMC analysis, design and specifications development,
- Post design services including submittal review, systems integration, and testing support for final acceptance,
- As-built plan development

Detailed descriptions of each task are below.

PROJECT MANAGEMENT AND MEETINGS

Project management activities shall include participation by the project manager and other key members of the technical team in all phases. The Consultant project manager shall be responsible for various aspects of the project administration and shall be the point of contact for contractual matters such as task work order review and execution, invoicing, project delivery, quality control, schedule, coordination, and status reporting. Project manager shall attend periodic meetings with the City as necessary. Technical meetings shall be held bi-weekly/monthly during the design and post-design period for the entire duration of the project. Additional technical meetings shall be convened as necessary.

TMC ANALYSIS

Two iTOCs (#1 and #2) shall be identically designed using the state of the art "Audio-Video over Internet Protocol" (AV/IP) concept with "A/V Encoders/transmitter," "AV Decoders/Receiver," and "A/V IP Switch" as the key communication end equipment. The iTOC 1 and 2 at the HR/IT location shall resemble a typical TMC video wall, in a smaller footprint, with traffic management and operations functions available to operators. Day-to-day functions of the City of Norman traffic engineering shall be enabled using iTOC including integration of all current City data servers such as Centrac/Signal System, roadway surveillance monitoring, incident detection and management, Transit, etc. One additional iTOC (#3) shall be designed similar to #1 and #2 but no data server integration required as this unit will be for future relocation to the ECOC secondary TMC (STMC) room. The iTOC #3 shall be stored in a different room as designated by the City until the ECOC is completed and a separate TWO is authorized for its relocation and integration.

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Each modular iTOC shall accommodate two operator seats (4 seats total) and designed with three large 55" 4K video curved monitors, not to exceed 12 feet in total length constituting the upper monitoring area. The lower monitoring area of the iTOC shall contain four (4) dual 49" curved monitors as shown in the iTOC concept/rendering below. The City of Norman data servers shall be integrated through the client PCs per design plans, for displaying and switching among various Norman data sources/feeds and various monitors.

The upper monitoring area shall allow Norman traffic/transit platforms to be viewed with higher density as windows could be sized based on the TMC room dimension allowing for various combinations and monitor aggregations when needed with simultaneous windows. Each CCTV camera feed could be displayed in series of smaller windows.

As an example of display capabilities, a City of Norman TMC operator shall be able to view the overall signal system map with status of signals as operational or non-operational, available cameras and ITS resources such as Bluetooth travel time or arterial dynamic message sign (ADMS) systems fully zoomed out across one 55" curved monitoring area while the other two 55" monitors dedicated to key signal corridor camera feeds during an incident condition. An operator can open ADMS window for message creation, WAZE for crowd sourced traveler information and comments, Oklahoma road conditions website, and C2C module to inform and coordinate with stakeholders such as Norman Police/Fire/Medical and University of Oklahoma (OU) Traffic Operations Center (TOC). Each iTOC shall allow changing of the Norman device/server sources to review best options to manage the incident including transit vehicle locations and emergency management in the lower monitoring screens.



Figure 1: Integrated Traffic Operations Console (iTOC) Rendering

Disclaimer: Actual product will vary and may not resemble rendering as a whole

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The iTOC hardware and software capabilities shall include:

- Install innovative hardware and software platforms integrating the control of disparate systems using Audio Video (AV) over IP.
- Develop a collaborative work environment with secure/multiuser keyboard video and mouse (KVM) peripheral control of five (5) types of data sources for each operator (10 rack PCs today for each iTOC)
- Use video display processors with integrated control station and servers
- Full cyber security with secured data exchange and protection from tampering, malware, and viruses.
- Allow for as needed local, remote, mobile based operator interfaces with unified control of multiple applications with drag and drop simplicity and customizable capabilities
- Support for mobile interaction (ability to push multi or single window layouts to specific users of iOS and/or Android devices)

The following analysis shall be conducted for design of the HR/IT TMC:

- In coordination with the architect, analyze HR/IT TMC space for sufficiency in terms of iTOC placement, display/video wall and the overall interior space layout/circulation.
- Equipment, display, communication, monitors, software, server, end equipment, data center coordination and VLAN set up and operator module/furniture layout planning for the TMC space/field review.
- Coordination with Norman TCD/stakeholders on the design and operational features.
- TMC circulation plan with operator console(s), sizing of monitors, manager's office, and conference room.
- iTOC connectivity, details, and space requirement, and ergonomics.
- Server (PC) plan, feeds and sources for each operator, AV encoding, decoding, and switching including communications end equipment.
- Overall systems integration, VLAN development for iTOCs, integration at the existing Norman data centers (using the existing Layer 3 switch and Centracs server) at Norman IT/HR building.
- Develop CAT 6/7 routing/raceways and all cable integration for full iTOC operation
- Integrate with existing Uninterruptible Power Service (UPS) battery back-up/ building power and generator system
- Analyze electrical requirements - voltage drop, wire sizes, circuit breakers, and low voltage wiring
- Lightning/surge protection design/Audio/Video Circuits at each TMC location
- Review backbone communications fiber entry to the HR/IT building, TMC communication rack, end equipment, and all other communication details
- Computer server/software needs and sizing

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- Develop CADD/MicroStation reference files and device technical reference sheets for plan development
- Analyze existing Centrac@ Central platform module integration for remote control of signals, timings, signal coordination, special timing plan activation, and operation of ITS devices through centralized map icons
- New Centrac@ modules such as CCTV control, Bluetooth based travel time and ADMS
- Data archive/storage system needs at each TMC location
- Quantities and cost estimates draft/final at each TMC location

The design and specifications package shall be developed using the City of Norman and Oklahoma Department of Transportation (ODOT) Standard Specifications for Highways (latest edition) and technical special provisions to be developed.

TMC SYSTEM REQUIREMENTS

The Consultant shall develop detailed TMC/iTOC design and integration Requirement Traceability Verifications Matrix (RTVM). The following steps shall be required:

- a. Include all functional requirements for the major TMC elements under the iTOC concept in the HR/IT TMC,
- b. Develop verification test cases/test plan or confirmations of how each requirement shall be verified (i.e., through standard specifications, inspection, and/or testing at each location),
- c. Develop final acceptance/go-live criteria such that the operation of City's signal platform using Centrac@ enabled fully and integrated with other proposed platforms (CCTV and ADMS) working seamlessly to fulfill the key objectives set forth in the City of Norman TMC design ConOps.

Deliverable: Project Requirements and RTVM -Draft and Final for HR/IT TMC location.

INTEGRATED TRAFFIC OPERATIONS CONSOLE DESIGN (HR/IT BUILDING)

Three of the **Stantec** iTOCs shall be designed and procured with two fully integrated at the proposed HR/IT TMC room and one unintegrated (but with all equipment procured for integration at a later date in ECOC). The third iTOC shall be stored in a different room (fully standalone tested and ready). Each iTOC shall be designed with two layered integrated displays and operations solution that is based on the client-server architecture. The existing City VLANs shall be designed to include iTOC clients such that remote processors request and receive data services from the City of Norman's centralized servers (host computers/data sources namely traffic and transit). iTOC client computers (designated as rack PC) provide an interface to allow an Operator to request data services of the City's servers to display the results the server returns.

The lower four monitors of iTOC display for each operator position shall be driven by RGB Spectrum's XtendPoint, while the upper three displays are driven by RGB Spectrum's Galileo™ end equipment. These two systems shall be designed to work together and empower each operator with a lower control plane

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(XtendPoint) and an upper common operating picture (Galileo). Each operator can control individual keyboard and mouse behavior for any two source PCs on the lower four displays, while simultaneously controlling multiwindow display layouts on the large format video wall displays above.

The iTOC system shall enable any combination of visual resources to be viewed in user-sizeable windows in the upper displays, while the lower displays present two simultaneous PC resources, side-by-side, with integrated keyboard/mouse control. Each operator can switch between PCs in the lower plane, quickly and easily, by moving mouse from the left display into the right display and vice versa. Selection of alternate PCs to the 4 lower displays shall be enabled using an on-screen selector menu. This selector menu shall be activated via hot key (user definable). Similarly, control of multi-window layouts on the upper displays can be easily managed through simple presets via Web Browser, or via the Galileo's full suite of user interface controls. Galileo system shall provide a robust API so that user applications can be programmed to trigger scripts, affecting changes on the upper displays.

Each operator shall have discrete control of the 2 lower displays at his seated position. Operator should be able to easily change the PCs that are routed to the lower displays without changing or affecting the common operating picture above. By switching between PCs in the control plane, the operator shall have a high degree of redundancy and load balancing. Specific traffic management applications shall be dedicated to specialized, individual PCs. This unburdens individual source PCs from common issues related to multitasking such as applications freezing or otherwise impacting performance across shared network, CPU and GPU resources. This also enables operators to benefit from multiple network connections to source PCs, reducing the likelihood of downtime due to a network outage. For example, every PC can be on a different network. This shall not affect the XtendPoint routing and keyboard/mouse control, nor the Galileo's multiwindow display capabilities.

Each operator shall maintain discrete control of the lower displays for routinely controlling the two (dual output) PCs simultaneously and switching in/out other PCs at will for keyboard and mouse control, the upper displays provide a common operating picture to both seated operators. Operators can choose to divide up the upper displays into parallel viewing areas or combine resources for their mutual viewing. They can also display the same resource in multiple locations on the upper displays, varying the sizes and zoom settings, so that upper displays serve both operators optimally. Changing PCs in the lower control plane, display area does not affect the preferred layouts selected in the upper displays.

This allows the operators to see everything they wish in the upper monitoring plane, while independently switching between resources in the lower control plane. Any resource is available simultaneously to both the upper displays (monitoring) and the lower displays (keyboard and mouse control). Another important difference between the two working areas of displays is that the upper area can support an almost unlimited number of visual resources, scaled to any sized window or combination of windows. While the lower

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displays shall display any two PC resources (per operator) at one time. The control of those two PCs is seamless, in that the operator needs only to move mouse between monitors 1-2 into monitors 3-4, in order to control the keyboard and mouse of the underlying PC resources

Design the system with 5 PCs for each operator (10 PCs per iTOC). Each PC shall support 2 Display Port outputs at 1080P/60Hz or 4K/30. This allows the TMC to operate at either higher frame rate or higher Rack unit (RU) requirements for each system (30 RU per iTOC X 3 iTOCs = 90 RU). That includes the 30 rack PCs. This will require 2 full racks - 6' / 42U Rack. The rack requirements for one complete iTOC system:

- 4RU – QTY 1 Galileo GO24 per system
- 1RU – QTY 1 PDU per system
- 3RU – QTY 1 CAT RAK PLUS per system
- 5RU – QTY 5 XP RAK per system
- 7RU – QTY 1 CAT RAK PLUS per system
- 10RU – QTY 10 Upstream Source PCs per system
- Power requirements
- 100-240 VAC; 50/60 Hz / 1000 W single - Galileo GO24 per system X 3 per system
- 88-264 VAC; 47-63 Hz - PDU X 3 per system
- 90-269 VAC; 675W - Upstream Source PCs X 10 per system
- 100 x 240VAC; 44W max – XtendPoint X 12 per system

The Consultant shall develop the iTOC plans and specifications at the HR/IT TMC space as described below:

90% and 100% (Signed and Sealed) Plans and Specifications (HR/IT TMC)

The Consultant shall develop the 90% and 100% (signed and sealed) plans and specifications package for the City of Norman TMC and iTOCs. The plan package shall contain final design and quantity estimates of all bid items including the iTOCs monitors, servers, all wiring, end equipment, electrical/low voltage/CAT 6 connections, networking equipment, other communication media. Integration details for connecting the iTOCs PCs to Norman data servers (up to 5 sources) such as signal system, transit, ITS, etc. as designated during the analysis stage. Inside building CAT 6 runs connecting various communications end equipment and electrical wiring diagrams shall be included such that all required functionalities are included. The following shall be included in the 90% and 100% plan set:

- Title sheet/key sheet/signature sheet/quantities-pay items/layout sheets
- TMC/iTOC base plan sheet with equipment locations
- Conduit details and transition into the HR/IT iTOC room and associated plans

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- Device system integration (end equipment) wiring plans covering iTOC integration with various client-server combinations for all applications desired such as signal system, transit, ITS etc. with Norman IT data center.
- Details of iTOC operator consoles, communications, and racks
- Electrical circuits/plans for all components (high/low voltage)
- Electrical power one-line diagram
- Voltage drops, communications, and other calculations
- Overall system block diagram and fiber allocation plan (if needed)
- Specifications package
- Conduct QA/QC markups -per QA procedure and sign off

Comments will be provided under Bluebeam or as a standalone document. An Oklahoma Engineer of Record (EOR) shall sign and seal the final documents for bid solicitation and procurement.

POST-DESIGN SERVICES/ TMC-iTOC INTEGRATION AND TESTING SUPPORT

Consultant shall support the City of Norman in administering the project as needed including regular meeting attendance with the selected TMC building modification contractor/iTOC installation/overall systems integration contractor. Specifically, the Consultant shall review contractor schedule, submittals, test plans, test results, request for information (RFI), and systems installation/implementation/integration issue resolution as necessary. Plan revisions will be provided if necessary and develop final as-built plans in electronic format.

Consultant shall support the systems integration task in the field working in close coordination with the contractor for test case verifications through inspection, testing (standalone, subsystem, and system) or through other means leading to the final acceptance. Also, technical support shall be provided for integration of the outside plant fiber communications system as needed. As-built design plans will be provided upon full acceptance of the TMC/iTOCs.

SCHEDULE

A 6-month schedule for the design services is anticipated. Post design services will depend on contractor schedule and to be decided later.



City of Norman, Oklahoma, Cost Estimate for TMC Design at HR Building

4/18/2022

City of Norman TMC Design	Work Task Description	Dan Baxter		Ron Pati		Kyle Irvin EOR		Nichant Wadje		Sama Khazraean		Laxman Thiapa		Willi Munchaw		Desi		Total	Remark	
		SP ENG/PM	Hours	SR ENG/Lead	Hours	Sys Integration	Hours	Electrical/Comm	Hours	ITS PE	Hours	ITS Engg/CADD	Hours	Sr. ITS Engg/CADD	Hours	ADMIN	Hours			
1. Project Management																				
Project Management/Meeting		24	24																77	
Kick off meeting/Coordination/Contracts Coord		2	2																12	
TMC Site Visit /Field Review/Meeting		8	8																35	Kick off Meetings/four In-person rest telecon
Subtotal - Project Management and Meeting		34	34																119	
2. ITS Analysis																				
Analyze TMC Layout/TOC placement (two in HR one Reserve)		4	4																16	
Analyze Electrical Requirements - Voltage Drop, Circuit Breakers, UPS		4	8																42	
TOC Demonstration On-line/Virtual		4	4																27	Location TBD
Analyze internal Local Area Network and Develop Virtual LAN Document		4	4																44	
Develop CADD/Microstation Files		2	8																32	with Norman IT set up CADD
Develop Technical Specifications for rTDC, Server, Software stack		2	4																30	
Development TOC Design/Details/Commissioning Plan		2	8																34	
Develop RTVM/Test Plan for three TOCS		2	2																47	Detailed RTVM
Quantities and Cost Estimates Draft/Final		2	2																15	
Subtotal - ITS Analysis		14	42																369	
3. TMC ITS Plans (90% and Final Signed and Sealed)																				
Develop Key Sheet/Signature Sheet/Notes/Quantities-Pay Items/Layout/Title Sheet		2	2																25	5 Sheets
Develop TMC Base sheet with TOC Placed		2	4																28	3 Sheets
Develop TOC Operator Position/Viewing/Furniture Placement Details		2	2																32	2 Sheets
Develop Communications Plan - audio, video distribution		2	2																20	2 Sheets
Develop Fiber Communications Plans (for integration of Field Devices VLAN Creation)		2	2																18	1 Sheet
Develop Virtual LAN (Incorporate from Norman IT)		2	2																72	2 Sheets
Develop Electrical Circuits/Plan for all ITS component (high/low voltage)		2	2																26	1 Sheet
Develop Electrical Details/UPS Specification and Plans		2	2																72	1 Sheet
Develop Conduity/Raceway details for two TOCS		2	2																20	4 Sheets
Develop Device System Integration (End Equipment) Wiring Plans		4	4																20	4 Sheets
Fiber Allocation/Termination Plan		2	8																20	1 Sheet
Plan QA/QC/Comment Responses and Submission		2	8																106	Two Submittals
Subtotal - ITS Plans		8	34																412	
3. TMC Construction/Integration Support																				
Project Management/Schedule		8	16																34	
Meeting Attendance with Contractor/Status Review		16	16																70	
Request for Information (RFI)		2	2																14	
Plan Revisions/Update/Modification		2	2																22	
Submittal Review		2	8																32	
Contractor Test Plans Review		2	4																18	
Standalone Test Support (On Site/review of results/update RTVM)		4	8																24	Systems Integrator-On site
Subsystem Test Support (On Site/review of results/update RTVM)		8	16																72	Systems Integrator-On site
System Test Support (On Site/review of results/update RTVM)		8	8																60	Systems Integrator-On site
As Built Plans																			48	Systems Integrator-On site
Subtotal - TMC/TOC Construction Integration		48	80																394	
Hours		104	190																1294	
Salary Costs		\$36,097	\$49,717																\$71,894	

SUBTOTAL - SALARIES		\$271,894
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	\$ 2,000.00	
Postage/ Freight/ Courier	\$ 6,000.00	
Supplies/ Equipment	\$ 2,400.00	
Communications	\$ -	
Survey Supplies	\$ -	
Aerial Photography	\$ -	
GPS Equipment	\$ -	
Computer Modeling/ Software Use	\$ -	
Traffic Counting Equipment	\$ -	
Locator/Trace/Thermal Imager Equipment	\$ -	
Travel Costs (four persons - 1 time (kick-TMC/field visit) - 4 trips; and 3 systems int. trips - 2 persons + 3 meetings) 16 trips	\$ 19,840.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES	\$ 30,240.00	
SUBTOTAL	\$ 302,134.25	

Note:

1. TTC (3) units cost estimates provided in another worksheet.
2. City of Norman to provide base plans, VLAN support, and all existing data for communications and electrical designs.
3. IT server room plan and connectivity information to be provided.

Air	Rental Car	Hotel	Per Diem	Total	Avg 2-day trip
\$ 700.00	\$ 120.00	\$ 320.00	100	\$ 1,240.00	



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Seal:

Project: City of Norman Traffic Management Center 201 W. Gray, Building C Norman, OK

Issue Date: 04/24/2022 SCHEMATIC DESIGN

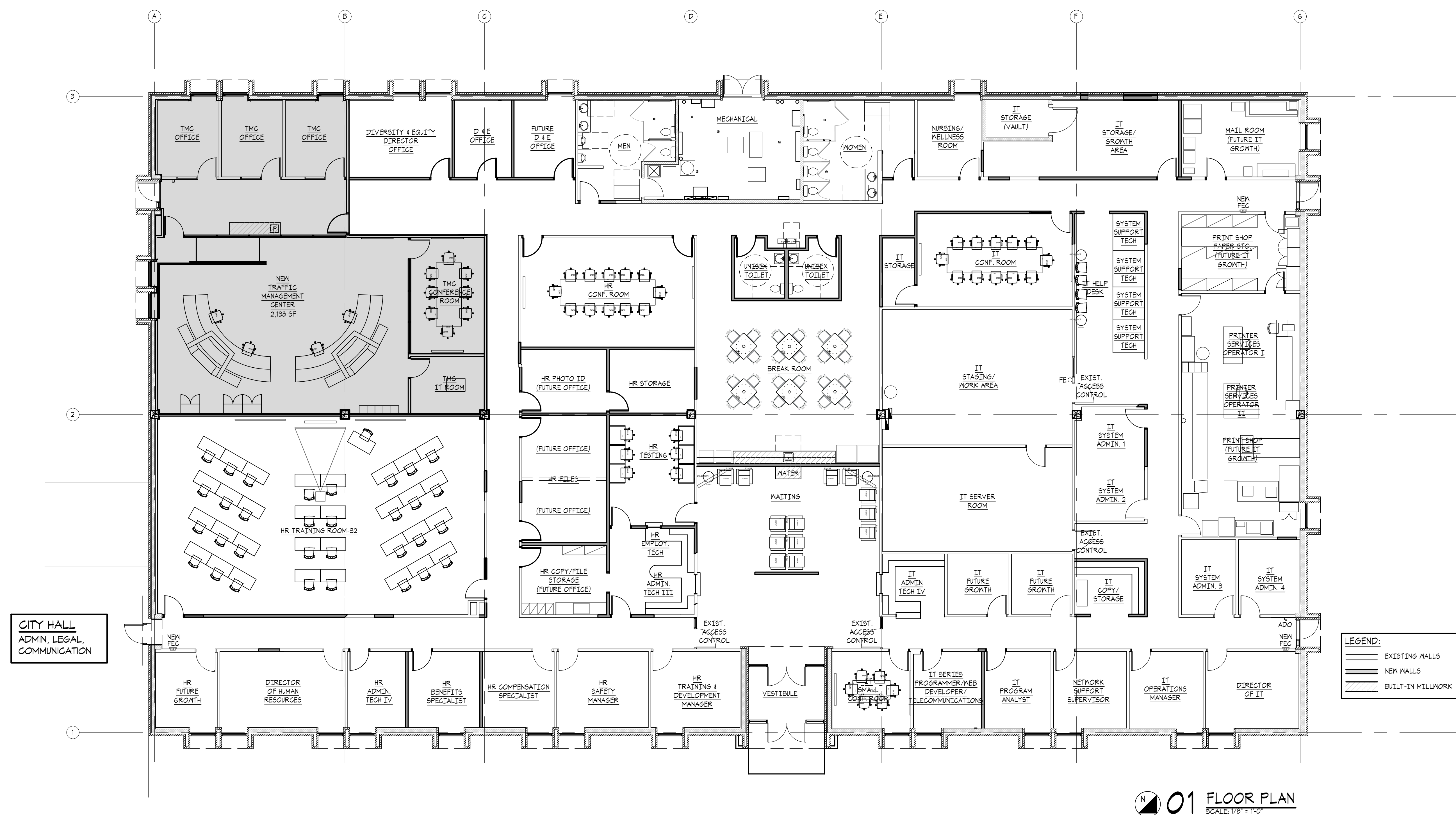
Revisions:

Project Number: CM090822

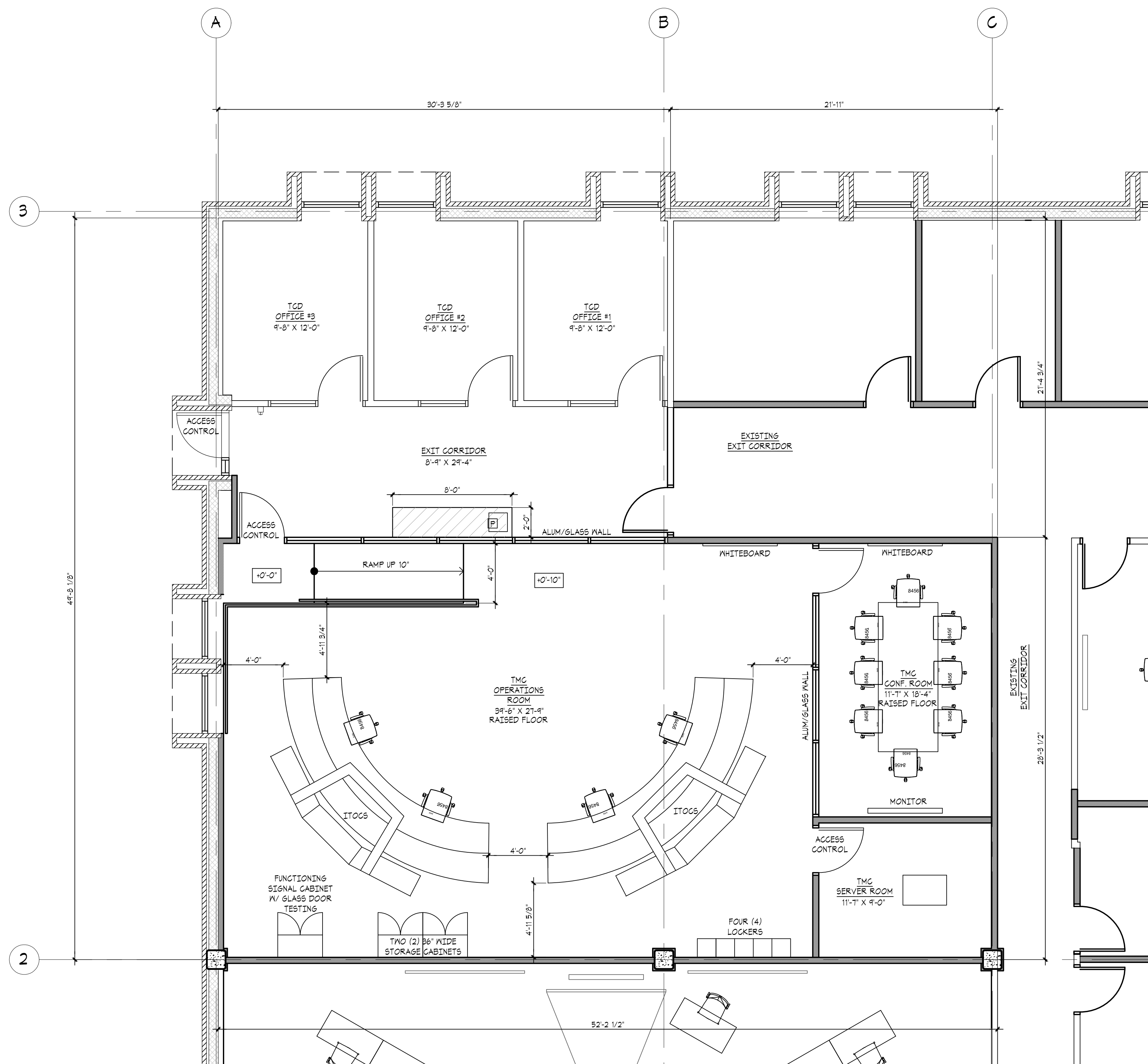
Sheet Title: FLOOR PLAN

Sheet Number:

A1.0



01 FLOOR PLAN SCALE: 1/8" = 1'-0"



01 ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'-0"



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Seal:

Project:

City of Norman
Traffic Management Center
201 W. Gray, Building C
Norman, OK

Issue Date:
04/24/2022 SCHEMATIC DESIGN

Revisions:

Project Number:
CM090822

Sheet Title:
ENLARGED FLOOR PLAN

Sheet Number:

A1.1



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Stantec Consulting Services Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to construct a Traffic Management Center (TMC) Including a Staffing Needs Study and Final Design; and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be 23rd day of October 2019.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT'S opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:
OWNER:

Angelo A. Lombardo, P.E.
Transportation Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

(Stantec Consulting Services Inc.):

Daniel H. Baxter P.E. (Colorado #0054826)
Senior Principal
2000 South Colorado Boulevard
Denver, Colorado 80122

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. 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 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and (Stantec Consulting Services Inc.) have executed this Agreement.

DATED this 23rd day of October 2019.

The City of Norman
(OWNER)

Stantec Consulting Services Inc.
(CONSULTANT)

Signature [Handwritten Signature]

Name Breeda Clark

Title Mayor

Date 11-12-19

Attest:
[Handwritten Signature]
City Clerk



Signature [Handwritten Signature]

Name Daniel H. Baxter

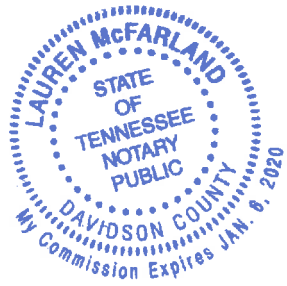
Title Senior Principal

Date November 14, 2019

Attest:
[Handwritten Signature]
Secretary

Approved as to form and legality this 19 day of November 2019

[Handwritten Signature]
City Attorney



ATTACHMENT A SCOPE OF SERVICES

PART I – DESCRIPTION OF PROJECT

CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment and incidentals (Services) as required for this AGREEMENT.

CONSULTANT is to provide SERVICES in connection with the development of systems engineering reports, design, bidding, and procurement (construction) documents for the following improvements located within the City of Norman, Oklahoma:

Systems Engineering Analysis (SEA) for a Traffic Management Center Including a Staffing Needs Study for the Traffic Control Division (TCD) and Final Design for the Traffic Management Center (TMC) in Norman, Oklahoma.

PROJECT Location:

The TMC is to be constructed within space provided in a new Emergency Operations Center (EOC) (by others) on Robinson Street between Gray Fox Drive and 24th Avenue NE.

PROJECT Exceptions:

Design of any part of the EOC in which the TMC will be constructed, other than the TMC itself, is excluded from this Scope of Work unless specifically added by addendum. Any aspects of the EOC including structural, electrical service, lighting, HVAC, walls, floors, ceilings other than the provision of requirements to accommodate the TMC are excluded from this scope of work.

Incidental Construction:

The PROJECT does not include incidental construction.

Specific PROJECT Requirements:

Design criteria and other requirements specific to this PROJECT include:

- The SEA should be performed consistently with the requirements of CFR 23 Rule 940, so that the documentation generated will conform to Federal Regulations. The documents will be engineered to achieve the approval of the Federal Highway Administration (FHWA) Division Office.
- The USDOT System Engineering Guidelines shall be referred to and applied to the SEA portion of the project.
- The Intelligent Transportation Systems (ITS) Architecture reviews shall conform to applicable industry practice.
- The CONSULTANT will provide cost estimates to compare TMC alternative configurations.
- Engineering reports, bidding, procurement (construction), and supporting documents developed by CONSULTANT shall comply with the established requirements of OWNER, the Association of Central Oklahoma Governments (ACOG), Oklahoma Department of Transportation (ODOT), and FHWA for the purpose of seeking/securing federal ITS funds by OWNER. CONSULTANT makes no representations warranties or guarantees with regard to the success of OWNER in securing said funds.

In addition, PROJECT shall be designed in accordance with the general criteria identified in PART III - Design Criteria.

PART II - SERVICES PROVIDED BY OTHERS

Engineering and ancillary services including but not limited to those identified below, shall be the responsibility of others:

- EOC building design – Architectural and engineering design services for the EOC building in which the TMC will be implemented are not included in CONSULTANT's SERVICES. Design of OWNER-owned facilities (such as TMC support appurtenances), may be provided by CONSULTANT if authorized by OWNER in writing in the form of an executed Amendment to this AGREEMENT.
- Utility relocation design - Relocation design for utility systems to support or in conflict with the proposed construction are not included in CONSULTANT's SERVICES. Relocation designs shall be the responsibility of each Utility Owner. Design of OWNER-owned utilities (such as power, water and sanitary sewer services), services may be provided by CONSULTANT if authorized by OWNER in writing in the form of an executed Amendment to this AGREEMENT.
- Bidding, Construction Management, and Inspection Services - Bidding, construction management, and inspection services ordinarily provided/administered by ODOT are not included in CONSULTANT's SERVICES.

PART III - DESIGN CRITERIA

The systems engineering reports, TMC design and related plans shall conform to current Federal, State and local policies, regulations, guidelines and standards (as modified under the direction of OWNER in writing).

- Rule 940 (Provide reference)
- USDOT SE Guidelines (Provide Reference)

PART IV – GENERAL PERFORMANCE REQUIREMENTS

CONSULTANT agrees to the following as appropriate and when applicable, SERVICES included in this AGREEMENT:

1. To prepare and furnish complete detailed final TMC procurement and construction plans as called for in “DESCRIPTION OF PROJECT”.
2. Engineering computations, as follows:
 - a. CONSULTANT shall ensure that any engineering computations are independently checked in detail by competent personnel and shall provide a written statement to that effect when the plans based on or containing the computations are submitted.
 - b. All computations shall be neat, legible, identified, indexed, and provided in a manner that is easy to follow by someone unfamiliar with PROJECT. They shall be considered a part of the work done under this AGREEMENT and shall become the sole property of the OWNER.

3. CONSULTANT shall furnish, if requested by the OWNER, comparative estimates for alternate TMC and ITS configurations with alternatives of capital cost, potential operations and maintenance costs, durability, and life-cycle costs.
4. To furnish any additional plan sheets identified in the scope of services and as required by the OWNER.
5. That all preliminary designs, final plans and reports submitted for review by the OWNER shall be accompanied by a written statement signed and sealed by a professional engineer attesting that a prior detailed check has been made of the plans and reports.
6. To provide public involvement participation, coordination and support between the OWNER, any affected local business owners, residents, and community-based organizations. Such services shall include, but are not limited to, attendance and participation at meetings, gatherings, assemblies or hearings as requested by the OWNER.
7. To be available for such conferences as the OWNER may deem necessary in connection with the work. The OWNER shall have the right to inspect the work at all reasonable times at CONSULTANT's office.
8. To coordinate the CONSULTANT's work with other consultants on adjoining projects, if any, and to furnish and share data identified in the scope of services in such a manner as to facilitate and expedite the completion of AGREEMENTS for adjacent work.
9. To prepare and/or update CONSULTANT's Opinion of Probable Cost at each submittal milestone.
10. To furnish a legible copy of all computations used in developing cost estimates which are neatly arranged, produced and are properly identified and indexed. The computations shall be submitted when the documents are submitted to the OWNER.
11. To furnish bi-monthly progress reports to the OWNER and attend progress meetings or conference calls with OWNER at monthly or bi-monthly intervals. Monthly reports shall be prepared in accordance with the OWNER'S requirements. In the event of any delay in performing the work and/or increase in anticipated construction costs of the resulting PROJECT provided for in this AGREEMENT, CONSULTANT shall immediately notify the OWNER and shall fully explain the nature, time, and reason for the delay.

PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS

The following Work Breakdown Structure (WBS) and Work Product Requirement are an outline and understanding of the scope of services that supports CONSULTANT's fee and PROJECT schedule. The WBS is an expansion on the general requirements presented in PARTS I through IV. All requirements set forth in PARTS I through IV shall be met regardless of whether or not more specific requirements are stipulated herein. A list of the sizes and number of sets of plans included in the AGREEMENT is provided in PART VI – PLAN REQUIREMENTS.

PHASE 1 – SYSTEMS ENGINEERING ANALYSIS

Systems engineering services include assessment of the base conditions upon which the TMC functionality will be established, and generation of the key documentation such as the Concept of Operations. The "Vee" diagram structure is followed to perform the SEA. The tasks to be performed by CONSULTANT include:

Task 1A – Baseline Inventory of Traffic Management Capabilities

The CONSULTANT shall conduct the following systems engineering services to establish the baseline ITS and traffic management condition:

- a. OWNER shall provide map(s) of all traffic signal locations (including flashers) from the City of Norman staff. CONSULTANT shall review and assess device locations.
- b. OWNER shall provide an inventory of adjacent ITS deployments. CONSULTANT shall review and assess the ITS device locations.
- c. OWNER shall provide map(s) of fiber optic plant connections from the City of Norman staff. CONSULTANT shall review and assess fiber network locations.
- d. CONSULTANT shall identify surface street hot spots (recurring congestion, frequent crashes, key corridors.)
- e. CONSULTANT shall review current incident management roles and responsibilities (includes interviews with City of Norman staff and select first responders.
- f. CONSULTANT shall review special event management (e.g. Oklahoma Sooners home football games.)
- g. CONSULTANT shall review transit operations and routes.
- h. CONSULTANT shall review existing maintenance and inventory program
- i. CONSULTANT shall provide a preliminary TMC floorplan layout based upon the established baseline ITS and traffic management conditions.

Task 1B – Assess the Current and Future City ITS and TMC Needs

CONSULTANT shall assess current and future City needs to meet goals based on improving the baseline condition established in Task 1A.

- a. CONSULTANT shall establish an operational vision and supporting performance goals.
- b. CONSULTANT shall assess current status of closed loop systems and coordinated signal timing plans.
- c. CONSULTANT shall perform a systems engineering concept exploration (ConEx) exercise. The ConEx will evaluate alternative approaches and feasibility of each based on relevant factors including comparative costs.
- d. CONSULTANT shall determine available (and establish the desired) traveler information measures and provisions based upon TMC capabilities to support traditional messaging, social media and travel apps (e.g. WAZE).
- e. CONSULTANT shall establish operational performance measures with which to evaluate the effectiveness of TMC operations in meeting the program goals and visions established in Task 1B (a.).
- f. CONSULTANT shall evaluate smart cities innovations that may be managed from the TMC.
- g. CONSULTANT shall provide a revised/enhanced TMC floorplan layout that reflects Task 1B determinations.

Task 1C – Review ITS Architecture

The CONSULTANT shall conduct the Review ITS Architecture:

- a. CONSULTANT shall review the Oklahoma Statewide Architecture and establish the need for changes to reflect the ITS capabilities for the city of Norman.
- b. CONSULTANT shall review the Oklahoma City Regional Architecture and establish the need for changes to reflect the ITS capabilities for the city of Norman.
- c. CONSULTANT shall Identify Required Architecture Updates based on ConEx developed in task 1B.
- d. CONSULTANT shall Provide RAD-IT Architecture Update File(s) based on the reviews performed in tasks 1Ca, 1Cb and 1Cc.

Task 1D – Concept of Operations (ConOps) Development High-level Identification of User Needs and System Capabilities

CONSULTANT shall develop a Concept of Operations (ConOps) report for the proposed system. The ConOps will be developed so as to ensure a common understanding of the project by all key stakeholders before commencing with design:

- a. CONSULTANT shall identify high-level user needs and system capabilities.
- b. CONSULTANT shall review any existing ITS roadside device deployment plans.
- c. CONSULTANT shall identify TMC stakeholders' roles and responsibilities as well as coordination with the EOC and other external stakeholders.
- d. CONSULTANT shall develop operational scenarios that show the operation of the proposed TMC ITS and validate them with stakeholders.
- e. CONSULTANT shall develop and deliver a draft and final Concept of Operations (ConOps) report based on the information gathered during the workshops.
- f. CONSULTANT shall provide the final TMC floorplan/layout based on the initial plans developed in task 1A, 1B and the information gathered during the ConOps development.

Task 1E System Requirements

CONSULTANT shall develop TMC system requirements to address the user needs identified in the ConOps:

- a. CONSULTANT shall develop high level requirements that trace to user needs developed in task 1D.
- b. CONSULTANT shall evaluate alternative technical configurations to meet developed requirements.
- c. CONSULTANT shall identify applicable standards and testing procedures.
- d. CONSULTANT shall evaluate TMC software needs and alternatives.
- e. CONSULTANT shall address IT enterprise hardware configuration, cyber-security and O&M needs.

Task 1F Communication Network Planning

CONSULTANT shall develop a communication network plan which accommodates the proposed TMC operation needs:

- a. CONSULTANT shall assess the feasibility of a fiber optic network expansion to support the operation of the proposed system.
- b. CONSULTANT shall assess the applications of wireless networks for the proposed system operation.
- c. CONSULTANT shall assess the communication back up options with self-healing fiber rings and/or wireless systems.
- d. CONSULTANT shall describe a strategy for a communication network expansion over 3 to 5 years to support the proposed system operation.

Task 1G Staffing Needs for the TMC and TCD

CONSULTANT shall review current City of Norman transportation organization, past staffing patterns, and perform future staffing needs both for the TMC, and the TCD:

- a. CONSULTANT shall develop staffing requirements/needs for TMC based on the developed ConOps in task 1D.
- b. CONSULTANT shall develop staffing requirements/needs for TCD.
- c. CONSULTANT shall develop staffing knowledge, skill and ability (KSA) framework.
- d. CONSULTANT shall develop strategic personnel attainment and training plan.
- e. CONSULTANT shall develop staffing requirements/needs for the TMC, including alternative coverage scenarios, costs and staffing alternatives.
- f. CONSULTANT shall address training requirements for TMC assignees.
- g. CONSULTANT shall develop up to 12 (twelve) position descriptions for Traffic Management jobs.

PHASE 2 – TMC DESIGN

Phase 2 of the PROJECT includes detailed development of the TMC operations room provisions, and procurement (construction) technical support. Workstations, furnishings, video wall, monitors, server racks, networks and ancillary

spaces will be designed in this phase. Initial operational assistance including hiring and operator training as well as development of standard operation procedures will be done as a part of this phase. The tasks to be performed by CONSULTANT include:

Task 2A Detailed Design of the TMC Operations Room

- a. CONSULTANT shall develop workstations and furnishings final design.
- b. CONSULTANT shall develop video wall and monitors designs.
- c. CONSULTANT shall develop server racks and network designs.
- d. CONSULTANT shall develop failover and redundancy design.
- e. CONSULTANT shall develop requirements for ancillary space to support TMC O&M.

Task 2B Procurement (Construction) Technical Support

- a. CONSULTANT shall provide the TMC procurement (construction) technical support as needed to create a fully functional operations environment and capability as developed in the systems engineering analysis and described in the ConOps.

Task 2C Initial Operation Assistance

- a. CONSULTANT shall assist with hiring and provide operator training.
- b. CONSULTANT shall provide standard operating procedures and policy development.

PART VI – PLAN REQUIREMENTS

Any drawings needed to aid in the procurements of the TMC capability shall conform to ordinary ODOT drafting standard and shall be 22 x 34 inches (full size) and 11 x 17 (half size) prints. CONSULTANT shall provide and submit the required number of plan sets to complete the PROJECT. It is currently unknown the exact number of full size and half size plan sets required. Work in progress sets and progress meeting sets will be half size and included in the base fees.

PART VII – MUTUAL AGREEMENTS

OWNER and CONSULTANT mutually agree:

- a. Services to be performed by CONSULTANT shall include and encompass those services identified in “PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS”.
- b. CONSULTANT shall hold the OWNER as a confidential client. CONSULTANT shall make no statements or publish any materials regarding any investigations to any party on behalf of the OWNER without prior written authorization from the OWNER. CONSULTANT shall refer all questions regarding this AGREEMENT and the work defined herein to the OWNER.
- c. Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, CONSULTANT’s Opinion of Probable Cost shall be made on the basis of its experience and qualifications as a professional engineer. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT construction costs will not vary from CONSULTANT’s construction cost estimates.
- d. When the documents and plans are completed to the field review stage (in this case the under-construction EOC), representatives of the OWNER will accompany CONSULTANT on a field review investigation to mutually determine design features to be incorporated in the final plans.

- e. All reports, and plans, specifications, and maps prepared or obtained under the terms of the AGREEMENT shall be delivered to and become the property of the OWNER. All data prepared or obtained under this AGREEMENT shall be made available upon request to the OWNER without restriction of limitation on their use. When an AGREEMENT is for preliminary plans only, no commitment is made or implied that would constitute a limitation on the subsequent use of the plans or the ideas incorporated therein for preparation of procurement documents (construction plans).
- f. CONSULTANT shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this AGREEMENT, except as may be otherwise specifically provided for herein.
- g. CONSULTANT shall sign the final product of CONSULTANT's efforts submitted to the OWNER and affix the appropriate Oklahoma seal as proof of Professional engineer registration in the State of Oklahoma.
- h. CONSULTANT shall place his professional seal of endorsement and signature on all final documents and engineering data furnished to the OWNER when such is required by the Level or Type of Service defined by this AGREEMENT and additionally, as may be required by State Law.
- i. CONSULTANT and its subconsultants are to maintain all files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT, for inspection by the OWNER and copies thereof shall be furnished to the OWNER, and if required, to ODOT.

**ATTACHMENT B
PROJECT SCHEDULE**

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from OWNER. The parties mutually agree that completing tasks on schedule in performance of this AGREEMENT allows OWNER to have advantage of existing funding. CONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	NTP
System Engineering Analysis (SEA)	240 days after NTP
Baseline Inventory of Traffic Management Capabilities	45 days after NTP
Assess the Current and Future City ITS and TMC Needs	104 days after NTP
Review ITS Architecture	55 days after NTP
Concept of Operations (ConOps) Development High-level Identification of User Needs and System Capabilities	169 days after NTP
System Requirements	240 days after NTP
Communication Network Planning	229 days after NTP
Staffing Needs for the TMC and Traffic Control Division	87 days after NTP
Final Design for Implementation of TMC	346 days after NTP
Detailed Design of the TMC Operations Room	329 days after NTP
Construction Technical Support	TBD days after NTP
Initial Operation Assistance	TBD days after NTP

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER & ODOT, Environmental Clearance, Right-of-Way Acquisition, Utility Relocations, and other factors beyond direct control of CONSULTANT.

**ATTACHMENT C
COMPENSATION**

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 \$274,022.31 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A - Scope of Services**, in accordance with the amounts stated below:

PROJECT TASK	COMPENSATION
Task 1A – Baseline Inventory of Traffic Management Capabilities (15%)	\$ 27333.82
Task 1B – Assess the Current and Future City ITS and TMC Needs (11%)	\$ 18824.24
Task 1C – Review ITS Architecture (15%)	\$ 26302.36
Task 1D – Concept of Operations (ConOps) Development High-level Identification of User Needs and System Capabilities (22%)	\$ 38679.94
Task 1E System Requirements (13%)	\$ 22692.23
Task 1F Communication Network Planning (10%)	\$ 17277.04
Task 1G Staffing Needs for the TMC and Traffic Control Division (15%)	\$ 26044.49
Task 1 Expenses	\$ 29,975.00
Task 2A Detailed Design of the TMC Operations Room (57%)	\$ 31,097.38
Task 2B Construction Technical Support (10%)	\$ 5,528.42
Task 2C Initial Operation Assistance (33%)	\$ 17,967.38
Task 2 Expenses	\$ 12,300
TOTAL COMPENSATION	\$274,022.31

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

Item 20.

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish legal assistance as required in the preparation, review, and approval of construction documents.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

II. SPECIAL RESPONSIBILITIES

1. OWNER shall furnish to CONSULTANT traffic studies as may be required for by ACOG, ODOT, and/or FHWA for consideration of PROJECT funding and/or PROJECT letting.

File Attachments for Item:

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-115 A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, SUPPORTING THE EXISTING HEARTLAND FLYER RAIL SERVICE AND THE EXPANSION OF AMTRAK PASSENGER RAIL SERVICE IN OKLAHOMA AND KANSAS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

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-2122-115 A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, SUPPORTING THE EXISTING HEARTLAND FLYER RAIL SERVICE AND THE EXPANSION OF AMTRAK PASSENGER RAIL SERVICE IN OKLAHOMA AND KANSAS.

BACKGROUND:

Passenger rail service was re-established between Oklahoma City and Fort Worth, Texas on June 15, 1999 and ended a 20-year absence of passenger train service between Oklahoma City and North Texas. As part of its legislative agenda, Oklahoma City has maintained support for this service over the past several years.

In June of 2021, Amtrak released the Amtrak Connects US plan to develop rail service across America. As part of this plan, a passenger rail connection would extend north from Oklahoma City to Newton, Kansas. With the enactment of the Infrastructure Investment and Jobs Act (IIJA) in November of 2021 at the federal level, there is an excellent opportunity to bring this connection to fruition.

The 2035 Vision is part of the Amtrak Connects US plan and identifies expansion and enhancement of corridor routes that offers economically viable, frequent, reliable and sustainable passenger train service. The 2035 Vision proposes adding 160 additional communities to the national rail network.

An organization called the Northern Flyer Alliance is working to create the intercity passenger rail expansion between Fort Worth and Kansas City through Oklahoma City and Wichita. They have been working with cities along the potential route and with the legislatures in Kansas and Oklahoma to build support for this project.

Amtrak has identified an extension of the Heartland Flyer as an economically viable train for a connection with the Southwest Chief at Newton, Kansas that will improve the performance of both the Heartland Flyer as well as the national network.

DISCUSSION:

Economic analysis from Kansas University and Texas Transportation Institute have shown that an extension of the Heartland Flyer would have a positive return on investment and a positive impact on the Oklahoma and Kansas economies at both the state and local levels.

An extension of the Heartland Flyer between Oklahoma City and Newton, Kansas would add the cities of Edmond, Guthrie, Perry, Ponca City, Arkansas City, Wichita and Newton to the passenger rail schedule.

Advance planning, study and development has already been accomplished for this extension. The Departments of Transportation of Oklahoma and Kansas are currently updating State Rail Plans. The Oklahoma Legislature passed HCR 1003 in 2021 to support a Heartland Flyer Extension. The Kansas State Senate passed SR 1716 and the Kansas State House passed HR 6017 to support the Heartland Flyer Extension.

The Federal Infrastructure Investment and Jobs Act of 2021 (IIJA) has given decision-making authority to the Federal Railroad Administration as it pertains to the development of new passenger rail corridors.

The IIJA has targeted \$66 billion for Rail:

- \$22 billion for Amtrak
- \$36 billion for FRA Passenger Rail
- \$8 billion for FRA Rail Safety

The attached resolution outlines the benefits of passenger rail and expresses support from the City of Norman for the Heartland Flyer and its expansion extending north through additional stops in Oklahoma to Kansas. If approved, staff will assist the Northern Flyer Alliance in building support for this project by providing a copy of this resolution, which is one of 27 collected so far, and keeping open lines of communication for future updates. It does not require any funding from the City.

RECOMMENDATION:

Staff recommends that City Council approve Resolution R-2122-115 supporting the existing Heartland Flyer rail service and the expansion of Amtrak passenger rail service in Oklahoma and Kansas.

R-2122-115

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, SUPPORTING THE EXISTING HEARTLAND FLYER RAIL SERVICE AND THE EXPANSION OF AMTRAK PASSENGER RAIL SERVICE IN OKLAHOMA AND KANSAS.

- § 1. WHEREAS, passenger rail service was re-established between Oklahoma City and Fort Worth, Texas on June 15, 1999 and ended a 20-year absence of passenger train service between Oklahoma City and North Texas; and
- § 2. WHEREAS, both the state and federal legislative agendas for The City of Oklahoma City have included support for passenger rail in Oklahoma including continuation of the existing Heartland Flyer and potential expansion to other cities; and
- § 3. WHEREAS, in June of 2021 Amtrak released the Amtrak Connects US plan to develop and grow rail service across America; and
- § 4. WHEREAS, as part of this plan, a passenger rail connection would extend north from Oklahoma City to Newton, Kansas; and
- § 5. WHEREAS, with the enactment of the Infrastructure Investment and Jobs Act (IIJA) in November 2021 at the federal level, there is an excellent opportunity to bring this connection to fruition; and
- § 6. WHEREAS, the 2035 Vision is part of the Amtrak Connects US plan and identifies expansion and enhancement of corridor routes that offers economically viable, frequent, reliable and sustainable passenger train service; and
- § 7. WHEREAS, the 2035 Vision proposes adding 160 additional communities to the national rail network; and
- § 8. WHEREAS, an organization called the Northern Flyer Alliance is working to create the intercity passenger rail expansion between Fort Worth and Kansas City through Oklahoma City and Wichita; and
- § 9. WHEREAS, the Northern Flyer Alliance has been working with cities along the potential route and with the state legislatures in Kansas and Oklahoma to build support for this project; and
- § 10. WHEREAS, AMTRAK has identified an extension of the Heartland Flyer as an economically viable train for a connection with the Southwest Chief at Newton, Kansas that will improve the performance of both the Heartland Flyer and the national network; and

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- § 11. WHEREAS, economic analysis from Kansas University and Texas Transportation Institute have shown that an extension of the Heartland Flyer would have a positive return on investment and a positive impact on the Oklahoma and Kansas economies at both the state and local levels; and
- § 12. WHEREAS, an extension of the Heartland Flyer between Oklahoma City and Newton, Kansas would add the cities of Edmond, Guthrie, Perry, Ponca City, Arkansas City, Wichita and Newton to the passenger rail schedule; and
- § 13. WHEREAS, advance planning, study and development for this extension has already been accomplished; and
- § 14. WHEREAS, the Departments of Transportation of Oklahoma and Kansas are currently updating State Rail Plans; and
- § 15. WHEREAS, the Oklahoma Legislature passed HCR 1003 in 2021 to support a Heartland Flyer Extension; and
- § 16. WHEREAS, in 2021 the Kansas State Senate passed SR 1716 and the Kansas State House passed HR 6017 to support the Heartland Flyer Extension; and
- § 17. WHEREAS, the Federal Infrastructure Investment and Jobs Act of 2021 (IIJA) has given decision-making authority to the Federal Railroad Administration as it pertains to the development of new passenger rail corridors; and
- § 18. WHEREAS, \$66 billion has been targeted at rail infrastructure and transportation in the IIJA; and
- § 19. WHEREAS, this is an unprecedented opportunity to expand passenger rail in Oklahoma and connect to the national network.

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

- § 20. THAT the City of Norman, Oklahoma understands that federal funding for the Extension of Amtrak’s Heartland Flyer between Oklahoma City, Oklahoma to Newton, Kansas is available in the Infrastructure Investment and Jobs Act of 2021.
- § 21. THAT the City of Norman, Oklahoma, thanks Congress for passage of the Infrastructure Investment and Jobs Act of 2021 that includes funding for new passenger rail corridors.
- § 22. THAT the City of Norman, Oklahoma, supports legislation, if necessary, to secure a state match for federal funding for Oklahoma’s portion of the Extension of the Heartland Flyer to Newton, Kansas.

PASSED AND ADOPTED this 10th day of May, 2022.

Brea Clark, Mayor

ATTEST:

Brenda Hall, City Clerk

File Attachments for Item:

22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-116: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$5,700,000 FROM THE GENERAL FUND BALANCE; \$100,000 FROM THE CENTER CITY TAX INCREMENT FINANCE DISTRICT FUND BALANCE; \$1,922,372 FROM THE NORMAN FORWARD FUND BALANCE; TRANSFERRING \$25,000 FROM THE FIRE STATION 1, 2, AND 4 PROJECT; REDUCING APPROPRIATIONS FROM THE NORMAN FORWARD FUND BALANCE BY \$10,290,817, AND REDUCING APPROPRIATIONS FROM THE WATER RECLAMATION FUND BALANCE BY \$3,300,000 IN ORDER TO COMPLETE SEVERAL ONGOING PROJECTS AND TO MOVE SURPLUS FUNDS FROM COMPLETED PROJECTS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/10/2022

REQUESTER: Anthony Francisco

PRESENTER: Anthony Francisco, Finance Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-116: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$5,700,000 FROM THE GENERAL FUND BALANCE; \$100,000 FROM THE CENTER CITY TAX INCREMENT FINANCE DISTRICT FUND BALANCE; \$1,922,372 FROM THE NORMAN FORWARD FUND BALANCE; TRANSFERRING \$25,000 FROM THE FIRE STATION 1, 2, AND 4 PROJECT; REDUCING APPROPRIATIONS FROM THE NORMAN FORWARD FUND BALANCE BY \$10,290,817, AND REDUCING APPROPRIATIONS FROM THE WATER RECLAMATION FUND BALANCE BY \$3,300,000 IN ORDER TO COMPLETE SEVERAL ONGOING PROJECTS AND TO MOVE SURPLUS FUNDS FROM COMPLETED PROJECTS.

BACKGROUND:

As required by the City Code, the City Council Finance Committee, at its mid-year budget review meeting on January 20, 2022 received information on the actual, audited financial status of the General Fund balance as of June 30, 2021 and further discussed the fiscal year-end fund balance projected for June 30, 2022. These projections indicated that after all required reserve requirements were met, the General Fund would have “surplus” fund balances of approximately \$8.9 million. The Finance Committee discussed several areas of one-time expenditure for some of the surplus General Fund balance:

- Deposit to the Net Revenue Stabilization (“Rainy Day”) Fund
- Providing Funding for a City Vehicle Wash Facility
- Providing Funding for Andrews Park Improvements for Disabled Users

DISCUSSION:

At the April 19, 2022 Council Study Session, further direction was given regarding uses of projected surplus General Fund balances, along with additional increased or reduced appropriation actions that would be needed in various City funds. In summary, these directions included the following:

- Providing Funding for the Renovation and Refurbishment of the City Municipal Complex;
- Providing Funding for Legacy Trail Lighting Repairs and Upgrades;
- Providing Fund for the Teen CEO Program;
- Providing Funding for Repairs and Renovations at the City Animal Shelter
- Providing Funding for Long-Range Planning from the General Fund and Center City TIF Fund;
- Adjusting Norman Forward and Water Reclamation Fund Appropriations to address year-end cash flow concerns.

Municipal Complex Renovation

On May 13, 2008, the voters of Norman approved Ordinance O-0708-33 authorizing the issuance of \$11,250,000 in General Obligation bonds (GO Bonds) for “renovating, reconstructing, and equipping certain existing municipal buildings within the Municipal Complex to be used for a Senior Citizen’s Center, Municipal Court, Planning and Community Development Offices, City Engineering Department Offices, and expansion of the Police Department”. These authorized bonds were not issued immediately, pending the relocation of the Norman Public Library, Central Branch from the Municipal Complex location. With the passage of the Norman Forward Sales Tax in 2015, funding was made available for the construction of a new Central Branch Library, which was completed in November, 2019. The relocation of the Central Library enabled the renovation of the Municipal Complex to move forward.

The Council reviewed updated plans for the renovation of the Municipal Complex on September 3, 2019, and on March 24, 2020, the Council approved an Amendment to Contract K-1819-99 with The McKinney Partnership for final design of the Municipal Complex. Also on March 24, 2020, the Council and the Norman Municipal Authority approved Contract K-1920-133 with Crossland Construction Company, for Construction Manager at Risk services for the Municipal Complex.

On March 23, 2020, the District Court of Cleveland County approved a Joint Motion for Summary Judgment in the case of Tom Sherman vs. The City of Norman (Case Number CV-2020-140 JV), which authorized the modified scope of the Municipal Complex renovation projects directed by the City Council.

Due to the modified scope of the Municipal Complex renovation and increased costs for construction of the renovations, the Council has directed that an additional \$3.8 million be made available for the renovations, from available General Fund balance. The funds are proposed to be allocated to the Municipal Complex project for renovations to “Building C” to serve as the renovated offices of the Human Resources and Information Technology Departments of the City; along with housing the Traffic Management Systems funded by federal Surface Transportation Block Grants; and for exterior improvements to the Police Headquarters facility (“Building B”).

It is recommended that \$3,500,000 of General Fund balance be appropriated for the Human Resources/Information Technology Center, and \$300,000 be appropriated to the Police Headquarters Facility.

Legacy Trail Lighting Upgrades – Duffy Street to Robinson Street

The original poles, lighting (lamps) and wiring facilities for Legacy Trail (from Duffy Street to Robinson Street) were installed approximately 20 years ago. Many of the lights are inoperable and/or have sustained damage in storms and in normal wear and tear. The lighting systems are owned by the City of Norman and maintained by agreement with Oklahoma Gas and Electric Company (OG&E). In order to comply with current standards and the maintenance agreement with OG&E, the existing incandescent lamps need to be replaced with more efficient light-emitting diode (LED) lamps. The wiring systems along Legacy Trail need to be replaced in order to support the LED fixtures.

It is recommended that \$300,000 of General Fund balance be appropriated for the repair and replacement of the lighting systems along Legacy Trail.

Teen CEO Program

In the August 17, 2021 City Council Conference meeting, discussion was held of proposed uses of the City's American Rescue Plan Act entitlement funds. Among these uses was providing support to the Norman Children's Educational Opportunity (CEO) Program and other non-profit organizations disproportionately affected by the COVID-19 pandemic. The CEO Program is established to develop and implement a personal development and scholarship program for the benefit of students of Norman Public Schools. It is recommended that General Fund balance be appropriated for this purpose.

Funding Re-Allocation for Animal Shelter Repairs

The City's Animal Welfare Oversight Committee has discussed the need for further repairs and renovation of the Animal Shelter's ventilation systems and replacement of the Shelter's anesthesia machine and other equipment. It is recommended that \$25,000 be re-allocated from Maintenance of Existing Facilities, Fire Station 1, 2, and 4 Overhead Doors, Construction (Account 50196677-46101; Project EF0229) to Maintenance of Existing Facilities, Animal Shelter, Materials (Account 50196677-46301; Project EF0218).

Long-Range Planning Allocations

On November 16, 2004, the Council adopted Resolution R-0405-39, the Norman 2025 Comprehensive Land Use and Transportation Plan (with enabling Ordinances O-0405-22, O-0405-23 and O-0405-24). This Comprehensive Plan ("Norman 2025") was the culmination of thousands of hours of work by members of the Norman Future Committee, the Norman Planning Commission, the Clarion Associates consulting team, and City staff.

On May 13, 2014, the City of Norman adopted Resolution R-1314-112, its first Comprehensive Transportation Plan (CTP). The CTP was the culmination of work of the Council's appointed Citizen's Transportation Subcommittee, Bicycle Committee and City staff. The CTP addresses multi-modal transportation methods and supports then-forecasted transit system needs into the future.

Between July 2016 and November, 2017, a Comprehensive Plan Steering Committee, comprised of over 50 citizens, met to prepare a new Comprehensive Land Use Plan, to succeed

Norman 2025. A draft of the new “Plan Norman” was presented to a joint City Council/Planning Commission meeting on February 6, 2018, but a new comprehensive plan was never adopted by the Council.

In May 2017, the City Council received a Norman Center City Infrastructure Analysis, prepared by Johnson and Associates. This analysis was prepared to identify public infrastructure needs and preliminary cost estimates to support the Center City Form-Based Code, which was adopted by the Council on May 23, 2017. The City Council adopted the Center City Tax Increment Finance District (CC TIF) Project Plan on December 19, 2017 (Ordinance O-1718-27), with the intention of providing incremental property tax revenue to pay for the identified infrastructural needs.

Since the adoption of Norman 2025 and the Comprehensive Transportation Plan, many demographic, socioeconomic and external factors have impacted on the inputs to the City’s long-range planning processes. New population and housing information has been provided in the 2020 U.S. Census; many market forces have demanded changes to the Norman 2025 Plan and related zoning ordinances; and most recently, the Oklahoma Turnpike Authority’s “Access Oklahoma” program was made public, which plans for major new controlled access turnpikes bisecting north Norman from west to east, and bisecting east Norman from north to south. These factors exacerbate the need for updated City long-range plans. At the April 19, 2022 Council Study Session, direction was given to appropriate \$1,500,000 in General Fund balance revenue for updated long-range, comprehensive plans for land use and transportation, and to appropriate \$100,000 of Center City TIF Fund balance for a Center City TIF Urban Design and Implementation Plan; a detailed update to the Johnson Associates Analysis.

Norman Regional Health System Payment for “NMotion” Facility

The Norman Regional Health System (NRHS) is partnering with the City to construct a state-of-the-art human performance facility, called “NMotion”, to be co-located at the City’s Young Family Athletic Center (YFAC). Pursuant to Contract K-2021-99 (adopted by the Council/Norman Tax Increment Finance Authority/Norman Municipal Authority on February 9, 2021), NRHS will pay for its pro-rata share of the construction costs of the YFAC (estimated to be approximately 20% of the total construction cost). The first NRHS payment of \$2,188,372 was received in February, 2022, and needs to be appropriated to the YFAC Project (NFP110).

Reduced Appropriations for Positive Projected Year-End Fund Balances

The Norman Forward Fund has encumbered the full cost of constructing the Young Family Athletic Center, in order to fund the Construction Manager at Risk contract. The funds will actually be paid out over the next several months, however, as construction progresses. In order to close fiscal year 2021-2022 with a positive Norman Forward Fund balance, several reduced appropriation actions are recommended. The projects have been closed out in some cases, and funds would be re-appropriated with the adoption of the fiscal year 2022-2023 budget in other cases, as highlighted below.

Likewise, the Water Reclamation Fund is projected to be over-appropriated at the close of fiscal year 2021-2022 to cover contracted costs for the construction of the new Line Maintenance Facility. These funds would also be re-appropriated with the adoption of the FYE 2023 budget.

RECOMMENDATION 1:

It is recommended that \$5,700,000 in General Fund balance (account 10-29000) be appropriated and allocated as follows:

Building C Renovations (Project BG0075)	\$3,500,000
Building B Renovations (Project BG0075)	\$ 300,000
Legacy Trail Lighting (Project BG0088)	\$ 300,000
Teen CEO Program (10110101-44741)	\$ 100,000
Long-Range Plans (50593388-46201; Project BG0164)	\$1,500,000

RECOMMENDATION 2:

It is recommended that \$100,000 in Center City Tax Increment Finance District Fund balance (account 58-29000) be appropriated to Urban Design and Implementation Plan, Design (Account 58550513-46201; Project BG0089).

RECOMMENDATION 3:

It is recommended that Norman Forward Fund appropriations be REDUCED (Fund Balance account 51-29000 increased) by \$10,290,817, by reducing fiscal year 2021-2022 allocations as follows:

Library, Central *	Project NFP016	\$ 635,305
Library, Eastside *	Project NFB017	\$ 294,694
Ruby Grant Park *	Project NFP105	\$2,003,573
Westwood Aquatics *	Project NFB018	\$ 236,198
Griffin Soccer **	Project NFB001	\$4,135,074
Neighborhood Parks **	Project NFP101	\$ 56,966
New Neighborhood Parks **	Project NFP104	\$ 740,866
Trail Development**	Project NFP107	\$ 970,541
Saxon Park**	Project NFP106	\$1,217,600

* Projects recommended to the closed out

** Projects that are ongoing; funds recommended to be re-allocated in FYE 2023

RECOMMENDATION 4:

It is recommended that \$1,922,372 in Norman Forward Fund balance (Account 51-29000) received from Norman Regional Health System be appropriated to the Young Family Athletic Center project, Construction (Account 51796601-46101; Project NFP110).

RECOMMENDATION 5:

It is recommended that Water Reclamation Fund appropriations be REDUCED (Fund Balance account 32-29200 increased) by \$3,300,000, by reducing fiscal year 2021-2022 allocations to the Line Maintenance Facility project (WW0329).

RECOMMENDATION 6:

It is recommended that \$25,000 be transferred from Fire Station 1, 2 and 5 Overhead Doors, Construction (Account 50196677-46101; Project EF0229) to Animal Shelter, Materials (Account 50196677-46301; Project EF0218).

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A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$5,700,000 FROM THE GENERAL FUND BALANCE; \$100,000 FROM THE CENTER CITY TAX INCREMENT FINANCE DISTRICT FUND BALANCE; \$1,922,372 FROM THE NORMAN FORWARD FUND BALANCE; TRANSFERRING \$25,000 FROM THE FIRE STATION 1, 2, AND 4 PROJECT; REDUCING APPROPRIATIONS FROM THE NORMAN FORWARD FUND BALANCE BY \$10,290,817; AND REDUCING APPROPRIATIONS FROM THE WATER RECLAMATION FUND BALANCE BY \$3,300,000 IN ORDER TO COMPLETE SEVERAL PROJECTS AND TO MOVE SURPLUS FUNDS FROM COMPLETED PROJECTS.

- § 1. WHEREAS, the City Council Finance Committee received information on January 20, 2022, on the actual audited financial status of the General Fund as of June 30, 2021 and further discussed the projected FYE 2022 year-end fund balance; and
- § 2. WHEREAS, these projections indicated that after all required reserve requirements were met, the General Fund would have surplus fund balance of approximately \$8,900,000; and
- § 3. WHEREAS, at the April 19, 2022 Study Session, further direction was given regarding uses of projected surplus General Fund balances, along with increased or reduced appropriation actions that would be needed in various City funds which are as follows:
- Providing Funding for the Renovation and Refurbishment of the City Municipal Complex;
 - Providing Funding for Legacy Trail Lighting Repairs and Upgrades;
 - Providing Fund for the Teen CEO Program;
 - Providing Funding for Repairs and Renovations at the City Animal Shelter
 - Providing Funding for Long-Range Planning from the General Fund and Center City TIF Fund;
 - Adjusting Norman Forward and Water Reclamation Fund Appropriations to address year-end cash flow concerns.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY AND THE NORMAN UTILITIES AUTHORITY:

- § 5. That the following recommendations be made for the reasons as stated above:



RECOMMENDATION 1:

It is recommended that \$5,700,000 in General Fund balance (account 10-29000) be appropriated and allocated as follows:

Building C Renovations (Project BG0075)	\$3,500,000
Building B Renovations (Project BG0075)	\$ 300,000
Legacy Trail Lighting (Project BG0088)	\$ 300,000
Teen CEO Program (10110101-44741)	\$ 100,000
Long-Range Plans (50593388-46201; Project BG0164)	\$1,500,000

RECOMMENDATION 2:

It is recommended that \$100,000 in Center City Tax Increment Finance District Fund balance (account 58-29000) be appropriated to Urban Design and Implementation Plan, Design (Account 58550513-46201; Project BG0089).

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It is recommended that Norman Forward Fund appropriations be REDUCED (Fund Balance account 51-29000 increased) by \$10,290,817, by reducing fiscal year 2021-2022 allocations as follows:

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* Projects recommended to the closed out

** Projects that are ongoing; funds recommended to be re-allocated in FYE 2023

RECOMMENDATION 4:

It is recommended that \$1,922,372 in Norman Forward Fund balance (Account 51-29000) received from Norman Regional Health System be appropriated to the Young Family Athletic Center project, Construction (Account 51796601-46101; Project NFP110).

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It is recommended that Water Reclamation Fund appropriations be REDUCED (Fund Balance account 32-29200 increased) by \$3,300,000, by reducing fiscal year 2021-2022 allocations to the Line Maintenance Facility project (WW0329).

RECOMMENDATION 6:

It is recommended that \$25,000 be transferred from Fire Station 1, 2 and 5 Overhead Doors, Construction (Account 50196677-46101; Project EF0229) to Animal Shelter, Materials (Account 50196677-46301; Project EF0218).

PASSED AND ADOPTED by the City Council, the Norman Municipal Authority, and Norman Utilities Authority this 10th day of May, 2022.

Mayor/Chairman

ATTEST:

City Clerk/Secretary