CITY OF NORMAN, OK
CITY COUNCIL REGULAR MEETING

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

AGENDA

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-26: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MARCH 18, 2024, AS PUBLIC TRANSIT PROFESSIONAL APPRECIATION DAY 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 2 through Item 18 be placed on the consent docket.

APPROVAL OF MINUTES

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

   CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF NOVEMBER .30, 2023

First Reading Ordinance

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-39 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-514 (R-1, SINGLE FAMILY DWELLING DISTRICT), 36-515 (R-1-A, SINGLE-FAMILY ATTACHED DWELLING DISTRICT), 36-516 (R-2, TWO-FAMILY DWELLING DISTRICT), 36-519 (RM-6, MEDIUM DENSITY APARTMENT DISTRICT), 36-520 (R-3, MULTIFAMILY DWELLING DISTRICT), AND SECTION 36-521 (RO, RESIDENCE-OFFICE DISTRICT) OF ARTICLE 36-V OF CHAPTER 36 ("ZONING"), TO REMOVE THE BUILDING COVERAGE MAXIMUM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-40 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 ("ZONING"), SECTIONS 36-101 ("DEFINITIONS"), 36-511 ("A-1, GENERAL AGRICULTURAL DISTRICT"), 36-512 ("A-2, RURAL AGRICULTURAL DISTRICT"), 36-513 ("RE, RESIDENTIAL ESTATE DWELLING DISTRICT"), 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT") AND 36-570 ("BOARD OF ADJUSTMENT") IN ORDER TO DEFINE AND CREATE USES FOR ACCESSORY DWELLING UNITS, AND OTHER ZONING ORDINANCE AMENDMENTS FOR THE PURPOSES OF COMPATABILITY THEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-27 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

Reports/Communications

6. SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

Bids

7. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2324-39 SUBMITTED BY RCC TRAFFIC, L.L.C., FOR INSTALLED PAVEMENT MARKINGS FOR THE TRAFFIC CONTROL DIVISION AS OUTLINED IN THE STAFF REPORT.

Request for Payment

8. CONSIDERATION OF ADOPTION, REJECTION, ADMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2324-3: SUBMITTED BY CINDY BARBADILLO TRINIDAD IN THE AGREED SETTLEMENT AMOUNT OF $14,000 FOR DAMAGE TO HER VEHICLE, MEDICAL EXPENSES, AND PAIN AND SUFFERING AS A RESULT OF AN ACCIDENT WITH A CITY UTILITIES VEHICLE AT CLASSEN BOULEVARD AND LOIS STREET.

Final Plat

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A SITE PLAN AND FINAL PLAT FP-2324-9 FOR SIMPLE STORAGE ADDITION (GENERALLY LOCATED 220 FEET NORTH OF IMHOFF ROAD ON THE EAST SIDE OF 24TH AVENUE SE).

Surplus/Obsolete Items

10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

Acceptance of Grant

11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF SUBMISSION OF THE CERTIFIED LOCAL GOVERNMENTS (CLG) PROGRAM 2024-2025 APPLICATION FOR FUNDING IN THE AMOUNT OF $18,375 TO BE SUBMITTED TO THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE.

Contracts

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-1920-91: BY AND BETWEEN THE CITY OF NORMAN AND FREESE AND NICHOLS, FOR THE DESIGN OF THE JENKINS AVENUE WIDENING PROJECT – IMHOFF ROAD TO LINDSEY STREET IN THE AMOUNT OF $152,345 FOR THE 2019 BOND PROJECT.

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-125: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF $220,000, MAINTENANCE BOND MB-2324-48, PERFORMANCE BOND B-2324-48; AND STATUTORY BOND B-2324-49 FOR THE SUNRISE PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-107 GRANTING TAX EXEMPT STATUS.

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-126: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF $135,000, MAINTENANCE BOND MB-2324-49, PERFORMANCE BOND B-2324-50; AND STATUTORY BOND B-2324-51 FOR THE FALLS LAKEVIEW PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-108 GRANTING TAX EXEMPT STATUS.

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-140: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNCIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND OLSSON ENGINEERING FOR ON-CALL CONSTRUCTION TESTING SERVICES.

16. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF $6,500 FROM THE BEST FRIENDS ANIMAL SOCIETY TO BE USED BY THE ANIMAL WELFARE DIVISION OF THE POLICE DEPARTMENT TO PROVIDE SPAY AND NEUTER SERVICES TO NORMAN RESIDENTS WHO MEET LOW-INCOME GUIDELINES; APPROVAL OF CONTRACT K-2324-150; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A MEMORANDUM OF UNDERSTANDING, CONTRACT K-2324-158, BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EIGHTTWENTY, LLC, TO ESTABLISH A CITYWIDE SOLAR PHOTOVOLTAIC GROUP PURCHASING PROGRAM, THE NORMAN SOLAR INITIATIVE.

Resolutions

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-132: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING GRANT APPLICATION FOR THE POLITICAL SUBDIVISIONS OPIOID ABATEMENT GRANT FROM THE OKLAHOMA OPIOID ABATEMENT BOARD IN THE AMOUNT OF $190,000 TO FUND A PARTNERSHIP WITH THE VIRTUE CENTER TO IMPLEMENT A FREE EDUCATION AND AWARENESS PROGRAM, EXPANDING OUTPATIENT TREATMENT SERVICES FOR ADOLESCENTS AND ADULTS ADDICTED TO OPIATES, AND PROVIDING TRAINING FOR THERAPISTS IN EVIDENCE-BASED TREATMENT MODALITIES.

NON-CONSENT ITEMS

Second Reading Ordinance

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (1720 NORTH PORTER AVENUE)

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-38 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF (1720 NORTH PORTER AVENUE).

21. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-13 PRELIMINARY PLAT FOR VCN DEVELOPMENT ADDITION, A SIMPLE PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED APPROXIMATELY ONE-HALF MILE NORTH OF ROBINSON STREET ON THE WEST SIDE OF PORTER AVENUE.)

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-45 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Preliminary Plats

23. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-14 PRELIMINARY PLAT FOR HALLBROOKE ADDITION, (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST ROCK CREEK ROAD AND 24TH AVENUE NE)

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-26: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MARCH 18, 2024, AS PUBLIC TRANSIT PROFESSIONAL APPRECIATION DAY IN THE CITY OF NORMAN.

Proclamation

P-2324-26

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MARCH 18, 2024 AS PUBLIC TRANSIT PROFESSIONAL APPRECIATION DAY IN THE CITY OF NORMAN.

§ 1. WHEREAS, public transit benefits everyone in the City of Norman by reducing traffic and parking congestion, improving air quality and making our city more equitable and accessible to all; and

§ 2. WHEREAS, public transit fills an important role in our community by getting people where they need to go, from work and school, to medical appointments, grocery stores, and other essential services; and

§ 3. WHEREAS, both City of Norman and EMBARK public transit professionals manage a fleet of vehicles each day, maintain on-time route performance, assist residents in understanding and using the transit system, and play an integral role in economic development and driving the community of Norman forward; and

§ 4. WHEREAS, the duty of an EMBARK Norman Bus Operator is to safely maneuver transit vehicles through unpredictable traffic, tough weather conditions and very tight spaces, while exercising caution and following the laws of the road to maximize the safety of their passengers and serving as upstanding examples of safety, courtesy, discipline, and effective communication as they perform their duties each day; and

§ 5. WHEREAS, City of Norman Fleet-Transit maintenance staff provide expertise in the preventative maintenance and upkeep of a fleet of buses, vans, and shuttles for the safety of customers, visitors and the community; and

§ 6. WHEREAS, the EMBARK support staff provide excellence in customer service, dispatch, and ensure the integral role of public transit to the transportation of residents and visitors of the city; and

§ 7. WHEREAS, City of Norman Transit administrative staff work diligently on improvements to the City's transit system including vehicle procurement, grant management, and service changes; and

§ 8. WHEREAS, City of Norman public transit vehicles travel in excess of 450,000 miles and facilitate more than 400,000 passenger trips annually in Norman.

P-2324-26

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

§ 9. Do hereby proclaim Monday, March 18, 2024, as Public Transit Professional Appreciation Day in the City of Norman; and

§ 10. Invite members of the public to share their appreciation for these professionals as they make use of EMBARK Norman services.

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

Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

File Attachments for Item:

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

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF NOVEMBER .30, 2023

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF NOVEMBER .30, 2023

CITY OF NORMAN, OK
CITY COUNCIL COMMUNITY PLANNING & TRANSPORTATION COMMITTEE MEETING

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

Thursday, November 30, 2023 at 4:00 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, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

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

PRESENT

Councilmember Ward 2 Lauren Schueler
Councilmember Ward 5 Michael Nash
Councilmember Ward 7 Stephen Holman, Chair

ABSENT

Councilmember Ward 8 Matthew Peacock

OTHERS PRESENT:

Councilmember Ward 1 Austin Ball
Councilmember Ward 4 Helen Grant
Dr. Marilyn Dillon, Ph.D., Mobility Management Administrator/American with Disabilities Act (ADA) Coordinator for Embark
Mr. Jason Huff, Transit Planner and Grants Specialist
Mr. David Riesland, City Engineer
Mr. Taylor Johnson, Transit and Parking Program Manager
Mr. David Riesland, Transportation Engineer
Mr. Scott Sturtz, City Engineer
Ms. Kathryn Walker, City Attorney

1. PUBLIC TRANSIT REPORT.

Mr. Taylor Johnson, Transit and Parking Program Manager, said the fixed route service transported 33,952 passengers in October 2023, compared to 25,881 in October 2022. The daily average ridership was 1,251 and there were 884 passengers with bicycles and 465 passengers with wheelchairs or other mobility devices transported in September.

The paratransit service transported 2,079 passengers in October 2023, compared to 999 October 2022. Average daily ridership was 80 in October 2023, which is the same as October 2022.

Saturday service totaled 2,553 in October 2023, compared to 1,813 in October 2022, a 40.82% increase.

Mr. Johnson said Norman On-Demand is a pilot microtransit service provided in Core Norman by TransitTech provider Via Transportation, complements existing public transit service by extending service into the late night hours and during the day on Sundays for a small fee ($2 first passenger, $1 each additional passenger, and OU SafeRide is free). Since inception of the service on August 21, 2023, 2,023 individual people have created accounts, which is a direct result of marketing efforts for the new program. Norman On-Demand completed 2,546 rides in October 2023, with 19 wheelchair accessible vehicle requests.

The Go Norman Transit Plan was adopted by Council on June 22, 2021, following an eleven month process of collecting data and receiving feedback from stakeholders, City Staff, City Council, and the public. Mr. Johnson said projecting ten years into the future, the Go Norman Transit Plan identified many recommendations for transit improvements in Norman that included additional frequency, Sunday service, and expanded hours on weekdays and Saturdays. On September 27, 2022, Council approved and acknowledged the Public Participation Process for service changes as identified in the Go Norman Transit Plan.

The new Transit Center includes exterior bus bays; ADA compliant site circulation, benches, trashcans, and shelters. The interior will include public and Staff restrooms, waiting area with vending machines, water fountain/water bottle filling station, and Staff breakroom. Work on the project in October includes final Mechanical, Electrical, and Plumbing (MEP) System inspection; flooring installation completion; three inch line boring (for landscaping irrigation); window sills, countertops, and stairway ledge installation; doors and hardware; landscaping; Convergint Technology/camera installation; final clean, inspection, and final punch item list; and furniture and vending machine installation.

Item 1, continued:

Mr. Johnson said by the end of 2024, he anticipates all busses will have been replaced and the City will have purchased 27 busses/paratransit vans with the help of grant money, Council support, and community support. Staff is researching project opportunities for the various Association of Central Oklahoma Governments (ACOG) air quality grants available over the next few months and Staff will continue to research eligible grants to support existing operations, vehicle needs, and future improvements.

On April 12, 2023, Council approved a grant application to FTA's Bus and Bus Facilities and Low-or-No-Emissions Grant to purchase six Compressed Natural Gas (CNG) cutaway busses for fleet replacement. On June 26, 2023, The FTA awarded the grant to the City. Staff will begin the process to request Council's acceptance of the grant and procurement of the vehicles.

Mr. Johnson said the Fleet Maintenance Division continues to ensure the transit fleet is in operational condition each morning, despite the age of the vehicles. The maintenance includes fueling, cleaning, and sanitizing each transit vehicle daily.

Chairman Holman asked Staff for information on expanding a bus route to include Ed Noble Parkway. Mr. Johnson said Council has indicated they would like to expand the On-Demand Service west to encompass Ed Noble Parkway so Staff has begun conversations with Via Transportation to see what that service would look like as well as costs. Chairman Holman said the On-Demand Service was supposed to provide rides to the nearest bus stop to fill gaps in transit services. He said the City needs an efficient transportation system that will get people to places they need to go in the quickest way possible whether that is through On-Demand Services or additional bus stops.

Councilmembers thanked Staff for the update.

Items submitted for the record

1. Memorandum dated November 30, 2023, from Taylor Johnson, Transit and Parking Program Manager, through Shawn O'Leary, P.E., CFM, Director of Public Works, to Council Community Planning and Transportation Committee
2. EMBARK Norman Performance Report for October 2023

* * * * *

2. UPDATE AND DISCUSSION OF THE LINDSEY STREET AT ELM AVENUE PROJECT.

Mr. David Riesland, Transportation Engineer, said the north and south Elm Avenue approaches to Lindsey Street are both single lane approaches with the left and right turn movements made from the single lane. For years, the north and south movements operated with a green ball meaning that all north and south movements occurred at the same time and any significant volume of traffic on either northbound or southbound left turns would be stuck with no gaps to turn and might have to sit through multiple signal cycles. There was a similar intersection just to the west of Lindsey Street at Chautauqua Avenue and split phasing was introduced whereby the north and south approaches got green indications separate from one another allowing the left turn to clear in a single phase of the traffic signal.

Mr. Riesland said Staff received a request to evaluate implementing the same solution for Lindsey Street at Elm Avenue. If implemented, the north and south approaches of Elm Avenue to Lindsey Street would receive green indications separate from one another. The change would allow the left turns to clear, most likely, in a single phase of the traffic signal.

Mr. Riesland said traffic volumes were collected with all schools, including OU and Norman Public Schools (NPS) in session. Staff already had a model of the Lindsey Street Corridor from past signal timing efforts so the newly collected traffic volumes were entered into the model. Scenario comparisons were run with and without the introduction of split phasing on the two Elm Avenue approaches. He said there are two basic items that need to be checked when considering the change to split phasing at an intersection, 1) the City needs to measure the change on the level-of-service (LOS) that will be experienced at the intersection and on the impacted approaches and 2) there is a term called the "bandwidth", which is the amount of time available for traffic on the coordinated street to be able to make it through the intersection without stopping.

The change to split phasing on Elm Avenue will impact the amount of green time available to move traffic on Lindsey Street, but the LOS stayed the same or improved during each of the three peak periods. Mr. Riesland said there will be some delay reductions during the two worst peak times because those north and south vehicles will now be able to clear in a single traffic signal phase.

When Traffic Engineers talk about the ability of a motorist to get from one end of a coordinate system to the other minimal number or no stops, they use the term bandwidth. A change like split phasing of the two Elm Avenue approaches can have a negative impact on the bandwidth because the time needed for the additional side street phases will have to come from green time previously allocated to Lindsey Street.

Item 2, continued:

Mr. Riesland said one of the things that causes tremendous bottlenecks on Lindsey Street through the OU Campus are the three separate pedestrian signals at Van Vleet Oval. One of the issues is that the three signals all turn red and/or green at the same time when a pedestrian pushes the pushbutton at only one of the crosswalks. The 2019 Transportation Bond Program includes a "Special Corridor" project on Lindsey Street between Elm Avenue and Jenkins Avenue, which will address this issue. He said since the traffic control was implemented, he has not received negative feedback from anyone.

Councilmembers thanked Staff for the update.

Items submitted for the record

1. PowerPoint presentation entitled, "Lindsey Street at Elm Avenue Project Update," dated November 30, 2023

* * * * *

3. UPDATE AND DISCUSSION REGARDING THE RECENT INTERSECTION TRAFFIC CONTROL CHANGES.

Mr. Riesland said the City is notified about requested changes through citizen contact directly to the City; citizens reaching out to the Action Center who then notifies the Traffic Division; citizens reaching out to their Councilmember who sends a request to Staff; or citizens reaching out to another City employee they know. He said an engineering study is prepared for each request received to determine if a change in control is warranted.

The Manual Traffic Control Devices is adopted by the City of Norman in the City's Traffic Code Ordinance effectively becoming the City's Traffic Code. For conversion of two-way stops, the Traffic Code considers minimum traffic volumes through the intersection; collision history (five correctable collisions in a 12 month period justifies a change in control); and sight distance limitations can be justification for a change in control, if traffic on the side street cannot safely enter an intersection without the traffic on the major street also stopping.

Mr. Riesland highlighted change requests received over the past six months that include 48th avenue N.W. at Franklin Road (Fire Chief); 48th Avenue N.W. at Rock Creek Road (Council); Pickard Avenue at Timberdell Road (citizen); Acres Street at Jones Avenue (citizen and City employee); Chautauqua Avenue at Timberdell Road (Council); Park Drive at Eufaula Street (citizen); Main Street at Findlay Avenue (citizen); Ponca Avenue at Comanche Street (Council); Boyd Street at Garrison Drive (citizen); and 36th Avenue S.W. at Western View Drive/Willowbend Road (citizen).

Item 3, continued:

Mr. Riesland said recommended changes in controls include 48th Avenue N.W. at Franklin Road (sight distance issues); 48th Avenue N.E. at Rock Creek Road (rising number of collisions and sight distance issues); Pickard Avenue at Timberdell Road (sight distance issues); Acres Street at Jones Avenue (potential for eastbound vehicles to back up onto the railroad tracks); Chautauqua Avenue at Timberdell Road (traffic volume criteria met); Main Street at Findlay Avenue (collision requirements met plus preference of school related traffic); Park Drive at Eufaula Street (no issues found to merit change in control because of on-street parking issues); Ponca Avenue at Comanche Street (no issues found to merit change in control, but report shared with Parking Enforcement Officers because of on-street parking issue); Boyd Street at Garrison Drive (no issues found to merit change in control); and 36th Avenue S.W. at Western View Drive/Willowbend Road (no issues found to merit change in control).

Councilmember Schueler asked about signalization at the intersection of Wylie Road and Main Street and Mr. Reisland said there is no funding at this time for that intersection, but there is a need for traffic signalization.

Mr. Scott Sturtz, City Engineer, said signalization at that intersection would cost $800,000.

Councilmembers thanked Staff for the presentation and agreed with the recommendations.

Items submitted for the record

1. PowerPoint presentation entitled, "An Update on Recent Intersection Traffic Control Changes," dated November 30, 2023

ADJOURNMENT

The meeting was adjourned at 5:19 p.m.

ATTEST:

City Clerk

Mayor

File Attachments for Item:

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-39 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-514 (R-1, SINGLE FAMILY DWELLING DISTRICT), 36-515 (R-1-A, SINGLE-FAMILY ATTACHED DWELLING DISTRICT), 36-516 (R-2, TWO-FAMILY DWELLING DISTRICT), 36-519 (RM-6, MEDIUM DENSITY APARTMENT DISTRICT), 36-520 (R-3, MULTIFAMILY DWELLING DISTRICT), AND SECTION 36-521 (RO, RESIDENCE-OFFICE DISTRICT) OF ARTICLE 36-V OF CHAPTER 36 (“ZONING”), TO REMOVE THE BUILDING COVERAGE MAXIMUM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: City of Norman

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-39 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-514 (R-1, SINGLE FAMILY DWELLING DISTRICT), 36-515 (R-1-A, SINGLE-FAMILY ATTACHED DWELLING DISTRICT), 36-516 (R-2, TWO-FAMILY DWELLING DISTRICT), 36-519 (RM-6, MEDIUM DENSITY APARTMENT DISTRICT), 36-520 (R-3, MULTIFAMILY DWELLING DISTRICT), AND SECTION 36-521 (RO, RESIDENCE-OFFICE DISTRICT) OF ARTICLE 36-V OF CHAPTER 36 ("ZONING"), TO REMOVE THE BUILDING COVERAGE MAXIMUM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The core portions of Norman's zoning ordinance date to 1954, when there were only three residential districts. Numerous amendments to the code have expanded that number and created various requirements since the 1954 adoption.

In recent years, many residents, and developers in the community have approached city staff regarding building coverage requirements on residential lots. The current coverage requirements for residential lots is as follows: building coverage (all buildings) is limited to 40% and the overall lot coverage is capped at 65%. In many cases the design and development of a lot is in stages, working with the prospective buyer and architect/draftsman to fit the new building on the lot. In other cases, a property owner would like to add an additional room onto the existing house for the growing family/aging parents – and if zoning allows, an accessory dwelling unit/garage apartment. In both cases, there are several meetings back and forth to trim a little here, add a little there, all to keep the building coverage at or under the 40% requirement. When the 40% requirement cannot be met, the applicant has the option of requesting a variance from the Board of Adjustment. Since 2012 to current, Board of Adjustment has heard 22 applications regarding coverage variances: 15 passed, four failed, and three withdrew. The time and cost for an application to the Board of Adjustment is 30-days (or more) and approximately $500 in cost to the applicant.

In 1996, the building coverage in R-1 and R-1A was previously capped at 35%. With the adoption of Ordinance No. O-9697-07 the coverage was increased to 40%. This was done in part to the changes in development trends (older tenants requesting single-story, less yard to maintain) and to stay in line with similar communities. In 1996 there was not an adopted ordinance controlling the maximum coverage for the overall lot.

In April of 2008, the 65% overall coverage requirement was adopted with Ordinance No. O-0708-36; overall coverage had not been included in the previous Zoning Code. In April of 2022, staff presented to the Oversight Committee the discussion item to amend the current requirement of 40% lot coverage, while still maintaining the required overall coverage maximum of 65%. Staff received positive feedback for the item as long as the overall coverage will still be met.

In response to the recent Strong Towns discussions in 2023, staff was directed to draft an accessory dwelling unit (ADU) ordinance. While researching the new ADU ordinance, staff considered lot sizes in the core area of Norman. Many of these lots are smaller than the current lot size requirement, typically 6,000 SF. This can create difficulty in designing an ADU to fit on a lot with an existing single-family home. As reiterated multiple times in the recent Strong Towns initiative, make the next smallest change and then the next smallest to benefit the community. This proposal to remove the 40% building coverage is that next smallest step. The somewhat companion item, next on the agenda, for ADUs is the next smallest step.

As noted, the Zoning Ordinance has been in place since 1954 and development trends change over time. With the exception of writing an entirely new code, the options are to continue to update sections as trends adjust while addressing possible life safety/negative impacts to the community.

DISCUSSION:

The attached proposed amendments remove the structure coverage maximum of 40% of the lot area from the following zoning districts:

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

The impervious coverage maximum of 65% of the lot will remain in each district. This change does not increase impervious areas – a roof, sidewalk, patio area are all impervious, expanding a roof line and reducing a patio will all still be required to meet that 65%.

RECOMMENDATION:

Staff forwards this proposed amendment to the current building coverage maximum requirements located in Chapter 36, Zoning Ordinance, as Ordinance No. O-2324-39 for consideration by City Council.

At their February 8, 2024 meeting, Planning Commission unanimously recommended adoption of Ordinance No. O-2324-39 by a vote of 8-0.

ORDINANCE NO. O-2324-39

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-514 (R-1, SINGLE FAMILY DWELLING DISTRICT), 36-515 (R-1-A, SINGLE-FAMILY ATTACHED DWELLING DISTRICT), 36-516 (R-2, TWO-FAMILY DWELLING DISTRICT), 36-519 (RM-6, MEDIUM-DENSITY APARTMENT DISTRICT), 36-520 (R-3, MULTIFAMILY DWELLING DISTRICT), AND SECTION 36-521 (RO, RESIDENCE-OFFICE DISTRICT) OF ARTICLE 36-V OF CHAPTER 36 ("ZONING"), TO REMOVE THE BUILDING COVERAGE MAXIMUM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, Section 36-514 (R-1, Single Family Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

* * *

(5) *Intensity of use*. There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954 that lot may be used for any of the uses permitted by this section.

~~(6) *Building coverage*. Coverage allowed under this provision shall be no more than 40 percent of the total lot area.~~

~~(7)~~ (6) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 25-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

a) The driveway is needed to access a garage for three or more cars;
b) The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
c) The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

* * *

§ 2. That, Section 36-515 (R-1-A, Single-Family Attached Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

* * *

(3) *Accessory buildings*. Except as hereinafter provided in NCC 36-544; unattached, one-story buildings of accessory use shall be set back five feet from any interior side lot line; provided, however, that accessory buildings shall not be required to set back more than three feet from the interior side lot line when all parts of said building are located not more than 50 feet from the rear property line or rear utility easement line. Such structures may not be constructed within any required ten-foot maintenance easement.

(4) *Intensity of use*.

a. *Lot area*. There shall be a lot area of not less than 4,500 square feet per lot.

~~b. *Building coverage*. Main and accessory buildings shall not cover more than 40 percent of the area of the lot.~~

~~c.~~ b. *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 20-foot front yard and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

1. The driveway is needed to access a garage for three or more cars;
2. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
3. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

(e) *Height regulations*.

(1) Except, as provided in NCC 36-546, no building shall exceed 27 feet in height, unless side and rear setback lines are increased one foot for each additional foot of height above 27 feet; however, the maximum height allowed shall be 35 feet.

(2) Any accessory building exceeding 12 feet in height shall have the required side and rear yard setbacks increased by one foot for each additional foot of height above 12 feet; provided, however, that no accessory building shall exceed the height of the principal building to which it is accessory.

* * *

§ 3. That, Section 36-516 (R-2, Two-Family Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

* * *

(5) *Intensity of use*.

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling; 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. Where a lot has less area than herein required and all boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived (July 13, 1954), that lot may be used only for the uses permitted in R-1, Single-Family Dwelling District.

(6) ~~*Building coverage*. Main and accessory buildings shall not cover more than 40 percent of the lot area;~~ ~~a~~Accessory buildings shall not cover more than 20 percent of the rear yard~~.~~

(7) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, and other impervious surfaces, shall not cover more than 50 percent of the front yard. Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

c. The driveway is needed to access a garage for three or more cars;

d. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or

e. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

* * *

§ 4. That, Section 36-519 (RM-6, Medium-Density Apartment District) of the Code of the City of Norman shall be amended to read as follows:

* * *

(3) *Rear yard*. The minimum depth of the rear yard shall be 20 feet. One-story unattached buildings of accessory use shall be set back one foot from the utility easement or alley line.

(4) *Intensity of residential use*. One-family and two-family dwellings.

a. *Minimum lot area*. The minimum area of a lot for single-family use shall be 5,000 square feet, subject to the provisions of NCC 36-544(g), and the minimum area of a lot for two-family use shall be 6,500 square feet.

b. ~~*Building coverage*. Main buildings shall not cover more than 40 percent of the lot area;~~ ~~a~~Accessory buildings shall not cover more than 20 percent of the rear yard.

(5) *Intensity of residential use*. Apartment houses and quasi-unit quarters.

a. *Minimum lot area*. The minimum area of a lot for apartment house use shall be 9,000 square feet.

b. *Floor area ratio*. The ratio of floor area to the land area of the site shall not exceed four-tenths (0.4).

c. *Open space ratio*. The ratio of open space to floor area shall be at least one and eight-tenths (1.8).

d. *Livability space ratio*. The ratio of livability space to floor area shall be at least 95 hundredths (0.95).
e. *Recreation space ratio*. The ratio of recreation space to floor area shall be at least 13 hundredths (0.13).

* * *

§ 5. That, Section 36-520 (R-3, Multifamily Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

* * *

(5) *Intensity of use*.
a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling, and 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment.
b. There shall be a lot area of not less than 9,000 square feet for apartment houses, and 3,000 square feet additional area for each dwelling unit more than three on the lot.
c. When a lot of less area than herein required having all boundary lines touching lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954, that lot may be used only for single-family purposes.

(6) ~~*Building coverage*. Main and accessory buildings shall not cover more than 40 percent of the lot area;~~ ~~a~~Accessory buildings shall not cover more than 30 percent of the rear yard.

(7) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, and other impervious surfaces, shall not cover more than 50 percent of the front yard and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:
a. The driveway is needed to access a garage for three or more cars;
b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

* * *

§ 6. That, Section 36-521 (RO, Residence-Office District) of the Code of the City of Norman shall be amended to read as follows:

* * *

(5) *Intensity of residential use; options*.
a. *Large lots*. In the case of a lot which is either at least 40,000 square feet in area or bounded on all sides by streets, alleys, railroads, public lands, or physical barriers,

the provisions of either subsection (d)(6) or (7) of this section shall apply, at the option of the applicant for a building permit.

b. *Small lots*. In the case of all other lots, the provisions of subsection (d)(6) of this section shall apply.

(6) *Intensity of residential use; general option*.

a. *Minimum lot area*. The minimum area of a lot for residential use shall be 6,000 square feet, subject to the provisions of NCC 36-544(g).

b. *Floor area ratio*. The ratio of floor area to lot area shall not exceed six-tenths (0.6).

c. ~~*Building coverage*. Main and accessory buildings shall not cover more than 40 percent of the lot area;~~ Accessory buildings shall not cover more than 30 percent of the rear yard.

(7) *Intensity of residential use; large lot option*.

a. The ratio of floor area to the land area of the site shall not exceed eight-tenths (0.8).

b. The ratio of open space to floor area shall be at least 85 hundredths (0.85).

c. The ratio of livability space to floor area shall be at least four-tenths (0.4).

d. The ratio of recreation space to floor area shall be at least 95 thousandths (0.095).

e. ~~Building coverage. Main and accessory buildings shall not cover more than 40 percent of the lot area;~~ Accessory buildings shall not cover more than 30 percent of the rear yard.

(8) *Intensity of mixed-uses*. The residential portion of a mixed building shall be subject to the intensity provisions of residential buildings. The ratio of the floor area of a mixed building to the area of the lot or the land area shall not exceed the following limits:

a. General option: 0.80.

b. Large lot option: 1.00.

(9) *Intensity of nonresidential uses*.

a. *Floor area ratio*. The ratio of the floor area of a nonresidential building to the area of the lot or the land areas shall not exceed the following limits:

1. General option: 1.00.
2. Large lot option: 1.25.

~~b. *Building coverage*. In the case of the general option, main and accessory buildings shall not cover more than 50 percent of the lot area.~~

(10) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required ten-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

a. The driveway is needed to access a garage for three or more cars;

b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or

c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

* * *

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

ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

NOT ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

ORDINANCE NO. O-2324-39

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-514 (R-1, SINGLE FAMILY DWELLING DISTRICT), 36-515 (R-1-A, SINGLE-FAMILY ATTACHED DWELLING DISTRICT), 36-516 (R-2, TWO-FAMILY DWELLING DISTRICT), 36-519 (RM-6, MEDIUM-DENSITY APARTMENT DISTRICT), 36-520 (R-3, MULTIFAMILY DWELLING DISTRICT), AND SECTION 36-521 (RO, RESIDENCE-OFFICE DISTRICT) OF ARTICLE 36-V OF CHAPTER 36 ("ZONING"), TO REMOVE THE BUILDING COVERAGE MAXIMUM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, Section 36-514 (R-1, Single Family Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

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(5) *Intensity of use*. There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954 that lot may be used for any of the uses permitted by this section.

(6) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 25-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

a) The driveway is needed to access a garage for three or more cars;
b) The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
c) The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

***

§ 2. That, Section 36-515 (R-1-A, Single-Family Attached Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

***

(3) *Accessory buildings*. Except as hereinafter provided in NCC 36-544; unattached, one-story buildings of accessory use shall be set back five feet from any interior side lot line; provided, however, that accessory buildings shall not be required to set back more than three feet from the interior side lot line when all parts of said building are located not more than 50 feet from the rear property line or rear utility easement line. Such structures may not be constructed within any required ten-foot maintenance easement.

(4) *Intensity of use*.

a. *Lot area*. There shall be a lot area of not less than 4,500 square feet per lot.

b. *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 20-foot front yard and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

1. The driveway is needed to access a garage for three or more cars;
2. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
3. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

(e) *Height regulations*.

(1) Except, as provided in NCC 36-546, no building shall exceed 27 feet in height, unless side and rear setback lines are increased one foot for each additional foot of height above 27 feet; however, the maximum height allowed shall be 35 feet.
(2) Any accessory building exceeding 12 feet in height shall have the required side and rear yard setbacks increased by one foot for each additional foot of height above 12 feet; provided, however, that no accessory building shall exceed the height of the principal building to which it is accessory.

***

§ 3. That, Section 36-516 (R-2, Two-Family Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

***

(5) *Intensity of use*.

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling; 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.
b. Where a lot has less area than herein required and all boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived (July 13, 1954), that lot may be used only for the uses permitted in R-1, Single-Family Dwelling District.

(6) Accessory buildings shall not cover more than 20 percent of the rear yard.

(7) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, and other impervious surfaces, shall not cover more than 50 percent of the front yard. Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

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***

§ 4. That, Section 36-519 (RM-6, Medium-Density Apartment District) of the Code of the City of Norman shall be amended to read as follows:

***

(3) *Rear yard*. The minimum depth of the rear yard shall be 20 feet. One-story unattached buildings of accessory use shall be set back one foot from the utility easement or alley line.
(4) *Intensity of residential use*. One-family and two-family dwellings.

a. *Minimum lot area*. The minimum area of a lot for single-family use shall be 5,000 square feet, subject to the provisions of NCC 36-544(g), and the minimum area of a lot for two-family use shall be 6,500 square feet.
b. Accessory buildings shall not cover more than 20 percent of the rear yard.

(5) *Intensity of residential use*. Apartment houses and quasi-unit quarters.

a. *Minimum lot area*. The minimum area of a lot for apartment house use shall be 9,000 square feet.
b. *Floor area ratio*. The ratio of floor area to the land area of the site shall not exceed four-tenths (0.4).

c. *Open space ratio*. The ratio of open space to floor area shall be at least one and eight-tenths (1.8).
d. *Livability space ratio*. The ratio of livability space to floor area shall be at least 95 hundredths (0.95).
e. *Recreation space ratio*. The ratio of recreation space to floor area shall be at least 13 hundredths (0.13).

***

§ 5. That, Section 36-520 (R-3, Multifamily Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

(5) *Intensity of use*.
a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling, and 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment.
b. There shall be a lot area of not less than 9,000 square feet for apartment houses, and 3,000 square feet additional area for each dwelling unit more than three on the lot.
c. When a lot of less area than herein required having all boundary lines touching lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954, that lot may be used only for single-family purposes.

(6) Accessory buildings shall not cover more than 30 percent of the rear yard.

(7) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, and other impervious surfaces, shall not cover more than 50 percent of the front yard and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:
a. The driveway is needed to access a garage for three or more cars;
b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

***

§ 6. That, Section 36-521 (RO, Residence-Office District) of the Code of the City of Norman shall be amended to read as follows:

(5) *Intensity of residential use; options*.
a. *Large lots*. In the case of a lot which is either at least 40,000 square feet in area or bounded on all sides by streets, alleys, railroads, public lands, or physical barriers, the provisions of either subsection (d)(6) or (7) of this section shall apply, at the option of the applicant for a building permit.

b. *Small lots*. In the case of all other lots, the provisions of subsection (d)(6) of this section shall apply.

(6) *Intensity of residential use; general option*.
   a. *Minimum lot area*. The minimum area of a lot for residential use shall be 6,000 square feet, subject to the provisions of NCC 36-544(g).
   b. *Floor area ratio*. The ratio of floor area to lot area shall not exceed six-tenths (0.6).
   c. Accessory buildings shall not cover more than 30 percent of the rear yard.

(7) *Intensity of residential use; large lot option*.
   a. The ratio of floor area to the land area of the site shall not exceed eight-tenths (0.8).
   b. The ratio of open space to floor area shall be at least 85 hundredths (0.85).
   c. The ratio of livability space to floor area shall be at least four-tenths (0.4).
   d. The ratio of recreation space to floor area shall be at least 95 thousandths (0.095).
   e. Accessory buildings shall not cover more than 30 percent of the rear yard.

(8) *Intensity of mixed-uses*. The residential portion of a mixed building shall be subject to the intensity provisions of residential buildings. The ratio of the floor area of a mixed building to the area of the lot or the land area shall not exceed the following limits:
   a. General option: 0.80.
   b. Large lot option: 1.00.

(9) *Intensity of nonresidential uses*.
   a. *Floor area ratio*. The ratio of the floor area of a nonresidential building to the area of the lot or the land areas shall not exceed the following limits:
      1. General option: 1.00.
      2. Large lot option: 1.25.

(10) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required ten-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:
   a. The driveway is needed to access a garage for three or more cars;
   b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
   c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

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

ADOPTED this _____ day

of _____, 2024.

_____

(Mayor)

NOT ADOPTED this _____ day

of _____, 2024.

_____

(Mayor)

ATTEST:

_____

(City Clerk)

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, February 08, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of February, 2024.

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

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

ROLL CALL

PRESENT
Cameron Brewer
Steven McDaniel
Liz McKown
Michael Jablonski
Erica Bird
Jim Griffith
Maria Kindel
Kevan Parker

ABSENT
Douglas McClure

A quorum was present.

STAFF PRESENT
Jane Hudson, Director of Planning & Community Development
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Beth Muckala, Assistant City Attorney
Scott Sturtz, Interim Director of Public Works
Todd McLellan, Development Engineer
Jack Burdett, Subdivision Development Coordinator
David Riesland, Transportation Engineer
Bryce Holland, Multimedia Specialist
Roné Tromble, Admin. Tech. IV

*

Zoning Ordinance Amendment

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-39: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-514 (R-1, SINGLE FAMILY DWELLING DISTRICT), 36-515 (R-1-A, SINGLE-FAMILY ATTACHED DWELLING DISTRICT), 36-516 (R-2, TWO-FAMILY DWELLING DISTRICT), 36-519 (RM-6, MEDIUM DENSITY APARTMENT DISTRICT), 36-520 (R-3, MULTIFAMILY DWELLING DISTRICT), AND SECTION 36-521 (RO, RESIDENCE-OFFICE DISTRICT) OF ARTICLE 36-V OF CHAPTER 36 ("ZONING"), TO REMOVE THE BUILDING COVERAGE MAXIMUM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Ordinance No. O-2324-39 Annotated

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes.

AUDIENCE PARTICIPATION: Richard McKown, 4409 Cannon Drive, the Chair of the Housing Subcommittee for AIM Norman, spoke in support of this ordinance.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Parker said he is glad to finally see some movement on this issue.

Mr. Brewer commented that the addition of an ADU would not be possible on most lots with the 40% building coverage limit.

Motion made by Kindel, seconded by McKown, to recommend adoption of Ordinance No. O-2324-39 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Jablonski, Bird, Griffith, Kindel, Parker

The motion to recommend adoption of Ordinance No. O-2324-39 to City Council was adopted by a vote of 8-0.

*

File Attachments for Item:

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-40 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 (“ZONING”), SECTIONS 36-101 (“DEFINITIONS”), 36-511 (“A-1, GENERAL AGRICULTURAL DISTRICT”), 36-512 (“A-2, RURAL AGRICULTURAL DISTRICT”), 36-513 (“RE, RESIDENTIAL ESTATE DWELLING DISTRICT”), 36-514 (“R-1, SINGLE-FAMILY DWELLING DISTRICT”) AND 36-570 (“BOARD OF ADJUSTMENT”) IN ORDER TO DEFINE AND CREATE USES FOR ACCESSORY DWELLING UNITS, AND OTHER ZONING ORDINANCE AMENDMENTS FOR THE PURPOSES OF COMPATABILITY THEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: City of Norman

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-40 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 ("ZONING"), SECTIONS 36-101 ("DEFINITIONS"), 36-511 ("A-1, GENERAL AGRICULTURAL DISTRICT"), 36-512 ("A-2, RURAL AGRICULTURAL DISTRICT"), 36-513 ("RE, RESIDENTIAL ESTATE DWELLING DISTRICT"), 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT") AND 36-570 ("BOARD OF ADJUSTMENT") IN ORDER TO DEFINE AND CREATE USES FOR ACCESSORY DWELLING UNITS, AND OTHER ZONING ORDINANCE AMENDMENTS FOR THE PURPOSES OF COMPATABILITY THEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

Accessory Dwelling Units (ADUs) have been a topic of conversation in Norman in recent years. In 2023, the City had a contract with the Strong Towns organization. One of the main ideas to come from the Community Action Lab was to explore options for an Accessory Dwelling Unit (ADU) ordinance. The community would like more options to incrementally increase density without overbuilding lots or causing undue strain on infrastructure.

Staff went to the Council Business and Community Affairs Committee on December 7, 2023, to present general ideas for the ordinance and to gain Council feedback. It was determined the ordinance should not remove or replace some allowable uses, such as garage apartments or guesthouses. The intent is to allow more flexibility with these uses, such as allowing for a one-story, accessible garage apartment.

After more discussions, it was determined the ordinance should only apply in the below mentioned zoning districts. Other residential districts not included already allow for higher density housing and do not require an ADU allowance.

DISCUSSION:

The attached ordinance provides for an ADU by right in the following districts:

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

In A-1, A-2, and RE, the guesthouse use has been an allowable use. The definition of guesthouse has been expanded to allow for permanent or rental use. Guesthouses have historically been considered accessory uses to single-family dwelling units but not occupied fulltime. The accessory definition has been updated to allow for ADUs. There is no square footage limit for an ADU in these three zoning districts.

In R-1, a new use has been added which states, “one accessory dwelling unit with a total area of no more than six hundred fifty square feet (650 SF) (“ADU”).” The R-1-A district allows for all uses permitted in R-1. The R-2, RM-2 and R-3 districts adopted R-1 uses in this manner, but those have not been included in the ADU allowance or the definition of ADU at this juncture.

The Board of Adjustment Special Exception to permit a mobile home to serve as a temporary second dwelling to relieve a medical hardship language has been updated. This Special Exception will now only be permitted on a parcel which does not already have an ADU. Any lot utilizing the Special Exception may not add an ADU to the same parcel.

Mobile homes are not permitted to be used as an ADU in any district. The utility connection fees for utilities will remain the same as currently is required.

RECOMMENDATION:

Staff forwards this possible amendment for the addition of Accessory Dwelling Units (ADUs) to Chapter 36, Zoning Ordinance, as Ordinance No. O-2324-40 for consideration by City Council.

At their February 8, 2024 meeting, Planning Commission recommended adoption of Ordinance No. O-2324-40 by a vote of 8-0.

Ordinance No. O-2324-40

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 ("ZONING"), SECTIONS 36-101 ("DEFINITIONS"), 36-511 ("A-1, GENERAL AGRICULTURAL DISTRICT"), 36-512 ("A-2, RURAL AGRICULTURAL DISTRICT"), 36-513 ("RE, RESIDENTIAL ESTATE DWELLING DISTRICT"), 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT") AND 36-570 ("BOARD OF ADJUSTMENT") IN ORDER TO DEFINE AND CREATE USES FOR ACCESSORY DWELLING UNITS, AND OTHER ZONING ORDINANCE AMENDMENTS FOR THE PURPOSES OF COMPATIBILITY THEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

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

36-101 Definitions

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

* * *

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

Accessory dwelling unit or ADU means a dwelling unit that is:

(a) attached to the principal dwelling by a common wall or roof; or

(b) detached from a principal dwelling unit on the same parcel (notwithstanding other language within this chapter, where an ADU is detached, it must be located no further forward than the rear 25% of the principal structure's depth).

AND

(c) is clearly subordinate to the principal dwelling unit in size, including height; and

(d) is not a manufactured or mobile home; and

(e) is located on a legal conforming or legal nonconforming parcel (the burden to establish legal non-conforming status is on the parcel owner or applicant);

(f) complies the development standards of the applicable zoning district in which it is located (unless legal non-conforming status is otherwise established); and

(g) may be utilized only within the A-1, A-2, RE, R-1, and R-1-A Zoning Districts.

* * *

Cooking facilities means an installed oven and/or countertop cooking surface.

* * *

Dwelling means any building or portion thereof which is designed for use for residential purposes.

(a) *Dwelling, multiple*, means a building designed for occupancy by three or more families living independently of each other, exclusive of auto or trailer courts or camps, hotels or resort type hotels.

(b) *Dwelling, single-family*, means a building designed to be occupied by one family. (See NCC 36-101.)

(c) *Dwelling, two-family*, means a building designed to be occupied by not more than two families.

(d) *Dwelling unit* means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities (including cooking facilities, as defined herein) which are used or intended to be used for living, sleeping, cooking, and eating. In quasi-unit quarters, accommodations for every three persons shall be counted as a dwelling unit.

* * *

Guest house means ~~a~~an type of accessory dwelling unit ~~building~~ which is subordinate to~~, or smaller than,~~ the principal residence on the same lot, in the same manner as other ADUs. ~~It is intended to house occasional visitors or non-paying guests of the occupants of the principal residence on the same lot.~~

* * *

§ 2. That Section 36-511 ("A-1, General Agricultural District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-511 A-1, General Agricultural District

* * *

(b) Uses permitted. Property and buildings in an A-1, General Agricultural District shall be used only for the following purposes:

* * *

(8) Accessory buildings including barns, sheds, and other farm buildings which are not part of the ~~main~~principal building. ~~One guest house may be utilized provided:~~

~~a. It is clearly secondary to the larger main dwelling;~~

~~b. The structure is not rented or leased, nor used as a permanent dwelling; and~~

~~c. Is not a mobile home.~~

(9) One accessory dwelling unit ("ADU").

(10~~9~~) Medical Marijuana commercial grower, as allowed by State law.

(11~~0~~) Medical Marijuana education facility (cultivation activities only), as allowed by State law.

(12~~1~~) Short-term rentals.

* * *

(d) *Area regulations*.

(1) *Front yard*. All buildings shall be set back from street or section line right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 25 feet.

b. When a lot has double frontage the front yard requirements shall be provided on both streets.

(2) *Side yard*.

a. For dwellings of one story located on interior lots there shall be a side yard on each side of the main building of not less than five feet and of not less than eight feet for

dwellings of more than one story, except as hereinafter provided in NCC 36-544. For unattached buildings of accessory use, including ADUs, there shall be a side yard of not less than five feet; provided, however, that unattached one-story buildings of accessory use shall not be required to set back more than three feet from an interior side lot line when all parts of the accessory building are located not less than 60 feet from the front property line.

b. For dwellings and accessory buildings located on corner lots there shall be a side yard setback from the intersecting street property line of not less than 15 feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case. The interior side yard shall be the same as for dwellings and accessory buildings on an interior lot.

c. ~~Main~~ Principal and accessory buildings, other than dwellings, shall set back from all exterior and interior side lot lines a distance of not less than 35 feet.

(3) *Rear yard*. There shall be a rear yard for a main building of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller. Unattached buildings of accessory use may be located in the rear yard of a main building.

(4) *Lot width*. For dwellings there shall be a minimum lot width of 50 feet at the front building line, and such lot shall abut on a street for a distance of not less than 35 feet.

(5) *Intensity of use*.

a. For each principal dwelling and buildings accessory thereto, including ADUs, there shall be a lot area of not less than two acres.

b. Where a lot has less area than herein required and all of the boundary lines of that lot touch lands under other ownership at the effective date of the ordinance from which this section is derived, July 13, 1954, that lot may be used for one single-family dwelling unit and one ADU or for the uses set forth in this subsection b, but not for the raising of animals.

c. For churches, ~~main~~ principal and accessory buildings other than dwellings, and buildings accessory to dwellings the lot area shall be adequate to provide the yard areas required by this section and the off-street parking areas recommended in NCC 36-548 through 36-552.

(6) *Coverage*. ~~Main~~Principal and accessory buildings shall not cover more than 25 percent of the lot area on interior lots, and 30 percent of the lot area on corner lots. Accessory buildings, including ADUs, shall not cover more than 20 percent of the rear yard.

§ 3. That Section 36-512 ("A-2, Rural Agricultural District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-512 A-2, General Agricultural District

* * *

(b) *Uses permitted*. Property and buildings in an A-2, Rural Agricultural District shall be used only for the following purposes:

(7) Accessory buildings, including barns, sheds and other farm buildings which are not part of the ~~main~~principal building. ~~One guest house may be utilized provided:~~

~~a. It is clearly secondary to the larger main dwelling;~~

~~b. The structure is not rented or leased, nor used as a permanent dwelling; and~~

~~c. Is not a mobile home.~~

(8) One accessory dwelling unit ("ADU").

(9~~8~~) Type 2 mobile home.

(10~~9~~) Medical Marijuana commercial grower, as allowed by State law.

(11~~0~~) Medical Marijuana educational facility (cultivation activities only), as allowed by State law.

(12~~1~~) Short-term rentals.

* * *

(d) *Area regulations*.

* * *

(6) *Intensity of use*.

a. For each principal dwelling or other permitted use allowed within the district, and buildings accessory thereto**,** including ADUs, there shall be a lot area of not less than ten acres. Notwithstanding, only one principal dwelling and one ADU may be permitted on any legal A-2 parcel.

b. Where required by NCC 36-533(b)(7) in order to accomplish the transfer of density out of the floodplain areas, lots may be reduced to a minimum of two acres.

c. However, in the area depicted as Ten Mile Flat Conservation Area (as delineated on the attached Ten Mile Flat Conservation Area map dated November 16, 2004, and made a part of this chapter hereto), the lot area shall be not less than 20 acres, except, as provided below.

d. Where a lot has less area than herein required and all of the boundary lines of that lot touch lands under other ownership at the effective date of the ordinance from which this section is derived, July 13, 1954, of this section that lot may be used for the purpose authorized in this district.

(7) *Coverage*. ~~Main~~Principal and accessory buildings shall not cover more than 25 percent of the lot area on interior lots, and 30 percent of the lot area on corner lots. Accessory buildings, including ADUs, shall not cover more than 20 percent of the rear yard. In the Ten Mile Flat Conservation Area as depicted on the attached map, the ~~main~~principal and accessory buildings shall not cover more than 15 percent of the lot area and accessory buildings, including ADUs, shall not cover more than ten percent of the rear yard.

(8) *Building envelope*. In the Ten Mile Flat Conservation Area, the area required for any building envelope (as defined in NCC 36-533(c), as amended) for permissible principal and accessory buildings and on-site waste disposal systems shall be minimized to the maximum extent feasible. When applicable, all building envelopes and the location and extent of on-site waste disposal systems shall be subject to approval of the Floodplain Permit Committee.

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

36-513 RE, Residential Estate Dwelling District

* * *

(b) *Uses permitted*. Property and buildings in an RE, Residential Estate Dwelling District shall be used only for the following purposes:

* * *

(5) Accessory buildings, including barns, sheds and other farm buildings which are not a part of the main building. ~~One guest house may be utilized provided:~~

~~a. It is clearly secondary to the larger main dwelling;~~

~~b. The structure is not rented or leased, nor used as a permanent dwelling;~~

~~c. Is not a mobile home.~~

(6) One accessory dwelling unit ("ADU").

(7~~6~~) Short-term rentals.

* * *

(d) *Area and setback regulations*.

(1) *Front yard*. All buildings shall be set back from street right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 50 feet.

b. When a lot has double frontage the front yard requirements shall be provided on both streets.

(2) *Side yard*.

a. The minimum width of side yard shall be 25 feet for the principal structure. Unattached one-story buildings of accessory use, including ADUs, shall be located at least ten feet from the side property line, or 15 feet if more than one-story, provided such structures are located within the rear half of the lot.

b. On any corner lot a building shall set back from the right-of-way line of the intersecting street a distance of at least 40 feet.

(3) *Rear yard*. There shall be a rear yard having a depth of at least 30 feet. Unattached one-story buildings of accessory use, including ADUs, shall be set back at least ten feet from the rear property line or utility easement, or 15 feet if more than one story, provided such structures are located within the rear half of the lot.

(4) *Lot width*. There shall be a minimum lot width of 150 feet at the building line, and such lot shall abut on a street for a distance of not less than 65 feet except that on a cul-de-sac turn-around this may be reduced to 50 feet.

(5) *Lot depth*. The maximum depth of any lot shall be not more than four times the lot width or 640 feet, whichever be greater.

(6) *Intensity of use*. There shall be a lot area of not less than two acres, except that where a lot or parcel has less area than herein required and all boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, May 8, 1962, that lot may be used for any of the uses permitted by this section but may not be split or divided into smaller lots or parcels; provided, however, that the lot size may be reduced to one acre in those cases where the rear one acre portion of the lot is either being dedicated to the public for park or drainage purposes, or reserved by plat as common open space for recreation or drainage purposes.

(7) *Limit on buildings*. Not more than one ~~main~~ principal building and one accessory dwelling unit shall be constructed on any one lot.

(e) *Height regulations*. Except, as provided in NCC 36-546, no building shall exceed 35 feet in height.

§ 5. That Section 36-514 ("R-1, Single-Family Dwelling District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-514 R-1, Single-Family Dwelling District

* * *

(a) *Uses permitted*. Property and buildings in an R-1, Single-Family Dwelling District shall be used only for the following purposes:

* * *

(6) Accessory buildings.

(7) One accessory dwelling unit with a total area of no more than six hundred fifty square feet (650 SF) ("ADU"), except that this use shall not be adopted by reference into the uses allowed in R-2 ("Two-Family Dwelling District"), RM-2 ("Low-Density Apartment District"), and R-3 ("Multifamily Dwelling District").

(8~~7~~) Commercial parking only on days when the University of Oklahoma football team plays at home, subject to the following restrictions and conditions:

a. On all sides of the parking area abutting other property a barrier shall be erected so as to prevent vehicles from damaging fences, trees, shrubs or other improvements on the adjoining property, such barrier to be at least two feet within the property line of the property used for parking. All vehicles shall be parked within the property line of such property.

b. An attendant over 18 years of age shall be on duty at all times when vehicles are parked on the property.

c. All papers, containers and other trash shall be removed from the premises immediately after the vehicles have been removed.

d. No vehicle shall ever be parked between the property line and any adjoining street.

e. Unless a driveway is provided, a wooden or metal incline shall be placed in the gutter next to the curb on any street where there is a concrete curb, and the same shall be removed immediately after the last parked vehicle has departed. Such incline shall not exceed 25 feet in length or 12 inches in width.

f. Any violation of the foregoing restrictions, whether by the owner of the property, driver of a vehicle, or other person, shall constitute an offense, and in addition to the other penalties provided by law, the owner or operator of such property so used for parking, upon conviction of such offense, shall not use said property for such purpose for the remainder of the year during which such violation occurs.

(9~~8~~) Model home, subject to an annual permit, as defined in NCC 36-101, for no more than four years.

(10~~9~~) Short-term rentals.

* * *

(c) Area *regulations*.

(1) *Front yard*. All buildings shall be set back from street right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 25 feet.

b. When a lot has double frontage, the front yard requirements shall be provided on both streets, unless a limits of no access has been established across the rear of the lot.

(2) *Side yard*.

a. Except as hereinafter provided in NCC 36-515 and 36-544, there shall be a side yard on each side of a ~~main~~principal building which shall have a width of not less than five feet; unattached, one-story buildings of accessory use, including ADUs, shall be set back five feet from any side lot line; provided, however, that accessory buildings shall not be required to set back more than three feet from the interior side lot line when all parts of said building are located not more than 50 feet from the rear property line or rear utility easement line.

b. On any corner lot a main building shall set back from the right-of-way line of the intersecting street a distance of 15 feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case. Accessory buildings, including ADUs, shall be set back from the right-of-way line of the intersecting street ten feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case.

c. In no case shall a garage which faces a street be located closer than 20 feet to that street property line.

(3) *Rear yard*. There shall be a rear yard having a depth of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller; unattached one-story buildings of accessory use, including ADUs, shall set back one foot from the utility easement or alley line.

(4) *Lot width*. There shall be a minimum lot width of 50 feet at the building line, and such lot shall abut on a street for a distance of not less than 35 feet.

(5) *Intensity of use*. There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954 that lot may be used for any of the uses permitted by this section.

~~(6) *Building coverage*. Coverage allowed under this provision shall be no more than 40 percent of the total lot area.~~

(6~~7~~) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 25-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

a. The driveway is needed to access a garage for three or more cars;

b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or

c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

(7~~8~~) *Limit on buildings*. Not more than one ~~main~~principal dwelling and one ADU shall be constructed on any one lot.

(d) *Height regulations*.

(1) Except, as provided in NCC 36-546, no building shall exceed two stories in height. A three-story building may be constructed if the side yards are increased an additional five feet.

(2) Any accessory building, including an ADU, shall not exceed a wall height of ten feet unless the required side and rear yard setbacks are increased by one foot for each additional foot of wall height above ten feet; provided, however, that no accessory building shall exceed the height of the principal building to which it is accessory.

§ 6. That Section 36-570 (“Board of Adjustment”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-570 Board of Adjustment

* * *

(g) *Special exceptions defined and enumerated*.

* * *

(2) The Board of Adjustment is hereby empowered and authorized to grant the following exceptions, to wit:

* * *

f. Where an ADU is not already existing on a parcel, t~~T~~o permit a mobile home to serve as a temporary second dwelling to relieve a medical hardship. The application must include a doctor's statement indicating that the patient is in need of the care of his or her family. The mobile home must meet all City of Norman Building Code requirements and State of Oklahoma requirements for septic systems. The Exception can be approved for up to three years on any lot that is five acres or greater in the A-2 zoning district. The Exception can be renewed every three years by filing an application for an administrative extension, including a new doctor's statement. Only two (2) administrative extensions may be granted. If a third extension is needed, a new application will be required for Board of Adjustment review. Once the need for the mobile home no longer exists, the mobile home must be removed. While an applicant utilizes this special exception, an ADU may not be added to the same parcel.

* * *

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

ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

NOT ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

ATTEST:

_____

(City Clerk)

Ordinance No. O-2324-40

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 ("ZONING"), SECTIONS 36-101 ("DEFINITIONS"), 36-511 ("A-1, GENERAL AGRICULTURAL DISTRICT"), 36-512 ("A-2, RURAL AGRICULTURAL DISTRICT"), 36-513 ("RE, RESIDENTIAL ESTATE DWELLING DISTRICT"), 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT") AND 36-570 ("BOARD OF ADJUSTMENT") IN ORDER TO DEFINE AND CREATE USES FOR ACCESSORY DWELLING UNITS, AND OTHER ZONING ORDINANCE AMENDMENTS FOR THE PURPOSES OF COMPATIBILITY THEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

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

36-101 Definitions

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

* * *

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

Accessory dwelling unit or ADU means a dwelling unit that is:

(a) attached to the principal dwelling by a common wall or roof; or

(b) detached from a principal dwelling unit on the same parcel (notwithstanding other language within this chapter, where an ADU is detached, it must be located no further forward than the rear 25% of the principal structure's depth).

AND

(c) is clearly subordinate to the principal dwelling unit in size, including height; and

(d) is not a manufactured or mobile home; and

(e) is located on a legal conforming or legal nonconforming parcel (the burden to establish legal non-conforming status is on the parcel owner or applicant);

(f) complies the development standards of the applicable zoning district in which it is located (unless legal non-conforming status is otherwise established); and

(g) may be utilized only within the A-1, A-2, RE, R-1, and R-1-A Zoning Districts.

* * *

Cooking facilities means an installed oven and/or countertop cooking surface.

* * *

Dwelling means any building or portion thereof which is designed for use for residential purposes.

(a) *Dwelling, multiple*, means a building designed for occupancy by three or more families living independently of each other, exclusive of auto or trailer courts or camps, hotels or resort type hotels.

(b) *Dwelling, single-family*, means a building designed to be occupied by one family. (See NCC 36-101.)

(c) *Dwelling, two-family*, means a building designed to be occupied by not more than two families.

(d) *Dwelling unit* means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities (including cooking facilities, as defined herein) which are used or intended to be used for living, sleeping, cooking, and eating. In quasi-unit quarters, accommodations for every three persons shall be counted as a dwelling unit.

* * *

Guest house means type of accessory dwelling unit which is subordinate to the principal residence on the same lot, in the same manner as other ADUs.

* * *

§ 2. That Section 36-511 ("A-1, General Agricultural District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-511 A-1, General Agricultural District

* * *

(b) Uses permitted. Property and buildings in an A-1, General Agricultural District shall be used only for the following purposes:

* * *

(8) Accessory buildings including barns, sheds, and other farm buildings which are not part of the principal building.

(9) One accessory dwelling unit ("ADU").

(10) Medical Marijuana commercial grower, as allowed by State law.

(11) Medical Marijuana education facility (cultivation activities only), as allowed by State law.

(12) Short-term rentals.

* * *

(d) *Area regulations*.

(1) *Front yard*. All buildings shall be set back from street or section line right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 25 feet.

b. When a lot has double frontage the front yard requirements shall be provided on both streets.

(2) *Side yard*.

a. For dwellings of one story located on interior lots there shall be a side yard on each side of the main building of not less than five feet and of not less than eight feet for dwellings of more than one story, except as hereinafter provided in NCC 36-544. For unattached buildings of accessory use, including ADUs, there shall be a side yard of not less than five feet; provided, however, that unattached one-story buildings of accessory use shall not be required to set back more than three feet from an interior side lot line when all parts of the accessory building are located not less than 60 feet from the front property line.

b. For dwellings and accessory buildings located on corner lots there shall be a side yard setback from the intersecting street property line of not less than 15 feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case. The interior side yard shall be the same as for dwellings and accessory buildings on an interior lot.

c. Principal and accessory buildings, other than dwellings, shall set back from all exterior and interior side lot lines a distance of not less than 35 feet.

(3) *Rear yard*. There shall be a rear yard for a main building of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller. Unattached buildings of accessory use may be located in the rear yard of a main building.

(4) *Lot width*. For dwellings there shall be a minimum lot width of 50 feet at the front building line, and such lot shall abut on a street for a distance of not less than 35 feet.

(5) *Intensity of use*.

a. For each principal dwelling and buildings accessory thereto, including ADUs, there shall be a lot area of not less than two acres.

b. Where a lot has less area than herein required and all of the boundary lines of that lot touch lands under other ownership at the effective date of the ordinance from which this section is derived, July 13, 1954, that lot may be used for one single-family dwelling unit and one ADU or for the uses set forth in this subsection b, but not for the raising of animals.

c. For churches, principal and accessory buildings other than dwellings, and buildings accessory to dwellings the lot area shall be adequate to provide the yard areas required by this section and the off-street parking areas recommended in NCC 36-548 through 36-552.

(6) *Coverage*. Principal and accessory buildings shall not cover more than 25 percent of the lot area on interior lots, and 30 percent of the lot area on corner lots. Accessory buildings, including ADUs, shall not cover more than 20 percent of the rear yard.

§ 3. That Section 36-512 ("A-2, Rural Agricultural District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-512 A-2, General Agricultural District

* * *

(b) *Uses permitted*. Property and buildings in an A-2, Rural Agricultural District shall be used only for the following purposes:

(7) Accessory buildings, including barns, sheds and other farm buildings which are not part of the principal building.

(8) One accessory dwelling unit ("ADU").

(9) Type 2 mobile home.

(10) Medical Marijuana commercial grower, as allowed by State law.

(11) Medical Marijuana educational facility (cultivation activities only), as allowed by State law.

(12) Short-term rentals.

* * *

(d) *Area regulations*.

* * *

(6) *Intensity of use*.

a. For each principal dwelling or other permitted use allowed within the district, and buildings accessory thereto, including ADUs, there shall be a lot area of not less than ten acres. Notwithstanding, only one principal dwelling and one ADU may be permitted on any legal A-2 parcel.

b. Where required by NCC 36-533(b)(7) in order to accomplish the transfer of density out of the floodplain areas, lots may be reduced to a minimum of two acres.

c. However, in the area depicted as Ten Mile Flat Conservation Area (as delineated on the attached Ten Mile Flat Conservation Area map dated November 16, 2004, and made a part of this chapter hereto), the lot area shall be not less than 20 acres, except, as provided below.

d. Where a lot has less area than herein required and all of the boundary lines of that lot touch lands under other ownership at the effective date of the ordinance from

which this section is derived, July 13, 1954, of this section that lot may be used for the purpose authorized in this district.

(7) *Coverage*. Principal and accessory buildings shall not cover more than 25 percent of the lot area on interior lots, and 30 percent of the lot area on corner lots. Accessory buildings, including ADUs, shall not cover more than 20 percent of the rear yard. In the Ten Mile Flat Conservation Area as depicted on the attached map, the principal and accessory buildings shall not cover more than 15 percent of the lot area and accessory buildings, including ADUs, shall not cover more than ten percent of the rear yard.

(8) *Building envelope*. In the Ten Mile Flat Conservation Area, the area required for any building envelope (as defined in NCC 36-533(c), as amended) for permissible principal and accessory buildings and on-site waste disposal systems shall be minimized to the maximum extent feasible. When applicable, all building envelopes and the location and extent of on-site waste disposal systems shall be subject to approval of the Floodplain Permit Committee.

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

36-513 RE, Residential Estate Dwelling District

* * *

(b) *Uses permitted*. Property and buildings in an RE, Residential Estate Dwelling District shall be used only for the following purposes:

* * *

(5) Accessory buildings, including barns, sheds and other farm buildings which are not a part of the main building.

(6) One accessory dwelling unit ("ADU").

(7) Short-term rentals.

* * *

(d) *Area and setback regulations*.

(1) *Front yard*. All buildings shall be set back from street right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 50 feet.

b. When a lot has double frontage the front yard requirements shall be provided on both streets.

(2) *Side yard*.

a. The minimum width of side yard shall be 25 feet for the principal structure. Unattached one-story buildings of accessory use, including ADUs, shall be located at least ten feet from the side property line, or 15 feet if more than one-story, provided such structures are located within the rear half of the lot.

b. On any corner lot a building shall set back from the right-of-way line of the intersecting street a distance of at least 40 feet.

(3) *Rear yard*. There shall be a rear yard having a depth of at least 30 feet. Unattached one-story buildings of accessory use, including ADUs, shall be set back at least ten feet from the rear property line or utility easement, or 15 feet if more than one story, provided such structures are located within the rear half of the lot.

(4) *Lot width*. There shall be a minimum lot width of 150 feet at the building line, and such lot shall abut on a street for a distance of not less than 65 feet except that on a cul-de-sac turn-around this may be reduced to 50 feet.

(5) *Lot depth*. The maximum depth of any lot shall be not more than four times the lot width or 640 feet, whichever be greater.

(6) *Intensity of use*. There shall be a lot area of not less than two acres, except that where a lot or parcel has less area than herein required and all boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, May 8, 1962, that lot may be used for any of the uses permitted by this section but may not be split or divided into smaller lots or parcels; provided, however, that the lot size may be reduced to one acre in those cases where the rear one acre portion of the lot is either being dedicated to the public for park or drainage purposes, or reserved by plat as common open space for recreation or drainage purposes.

(7) *Limit on buildings*. Not more than one principal building and one accessory dwelling unit shall be constructed on any one lot.

(e) *Height regulations*. Except, as provided in NCC 36-546, no building shall exceed 35 feet in height.

§ 5. That Section 36-514 (“R-1, Single-Family Dwelling District”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-514 R-1, Single-Family Dwelling District

* * *

(a) *Uses permitted*. Property and buildings in an R-1, Single-Family Dwelling District shall be used only for the following purposes:

* * *

(6) Accessory buildings.

(7) One accessory dwelling unit with a total area of no more than six hundred fifty square feet (650 SF) ("ADU"), except that this use shall not be adopted by reference into the uses allowed in R-2 ("Two-Family Dwelling District"), RM-2 ("Low-Density Apartment District"), and R-3 ("Multifamily Dwelling District").

(8) Commercial parking only on days when the University of Oklahoma football team plays at home, subject to the following restrictions and conditions:

a. On all sides of the parking area abutting other property a barrier shall be erected so as to prevent vehicles from damaging fences, trees, shrubs or other improvements on the adjoining property, such barrier to be at least two feet within the property line of the property used for parking. All vehicles shall be parked within the property line of such property.

b. An attendant over 18 years of age shall be on duty at all times when vehicles are parked on the property.

c. All papers, containers and other trash shall be removed from the premises immediately after the vehicles have been removed.

d. No vehicle shall ever be parked between the property line and any adjoining street.

e. Unless a driveway is provided, a wooden or metal incline shall be placed in the gutter next to the curb on any street where there is a concrete curb, and the same shall be removed immediately after the last parked vehicle has departed. Such incline shall not exceed 25 feet in length or 12 inches in width.

f. Any violation of the foregoing restrictions, whether by the owner of the property, driver of a vehicle, or other person, shall constitute an offense, and in addition to the other penalties provided by law, the owner or operator of such property so used for parking, upon conviction of such offense, shall not use said property for such purpose for the remainder of the year during which such violation occurs.

(9) Model home, subject to an annual permit, as defined in NCC 36-101, for no more than four years.

(10) Short-term rentals.

* * *

(c) Area *regulations.*

(1) *Front yard.* All buildings shall be set back from street right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 25 feet.

b. When a lot has double frontage, the front yard requirements shall be provided on both streets, unless a limits of no access has been established across the rear of the lot.

(2) *Side yard.*

a. Except as hereinafter provided in NCC 36-515 and 36-544, there shall be a side yard on each side of a principal building which shall have a width of not less than five feet; unattached, one-story buildings of accessory use, including ADUs, shall be set back five feet from any side lot line; provided, however, that accessory buildings shall not be required to set back more than three feet from the interior side lot line when all parts of said building are located not more than 50 feet from the rear property line or rear utility easement line.

b. On any corner lot a main building shall set back from the right-of-way line of the intersecting street a distance of 15 feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case. Accessory buildings, including ADUs, shall be set back from the right-of-way line of the intersecting street ten feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case.

c. In no case shall a garage which faces a street be located closer than 20 feet to that street property line.

(3) *Rear yard.* There shall be a rear yard having a depth of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller; unattached one-story buildings of accessory use, including ADUs, shall set back one foot from the utility easement or alley line.

(4) *Lot width.* There shall be a minimum lot width of 50 feet at the building line, and such lot shall abut on a street for a distance of not less than 35 feet.

(5) *Intensity of use*. There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954 that lot may be used for any of the uses permitted by this section.

(6) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 25-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

a. The driveway is needed to access a garage for three or more cars;

b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or

c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

(7) *Limit on buildings*. Not more than one principal dwelling and one ADU shall be constructed on any one lot.

(d) *Height regulations*.

(1) Except, as provided in NCC 36-546, no building shall exceed two stories in height. A three-story building may be constructed if the side yards are increased an additional five feet.

(2) Any accessory building, including an ADU, shall not exceed a wall height of ten feet unless the required side and rear yard setbacks are increased by one foot for each additional foot of wall height above ten feet; provided, however, that no accessory building shall exceed the height of the principal building to which it is accessory.

§ 6. That Section 36-570 (“Board of Adjustment”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-570 Board of Adjustment

* * *

(g) *Special exceptions defined and enumerated*.

* * *

(2) The Board of Adjustment is hereby empowered and authorized to grant the following exceptions, to wit:

* * *

f. Where an ADU is not already existing on a parcel, to permit a mobile home to serve as a temporary second dwelling to relieve a medical hardship. The application must include a doctor's statement indicating that the patient is in need of the care of his or

her family. The mobile home must meet all City of Norman Building Code requirements and State of Oklahoma requirements for septic systems. The Exception can be approved for up to three years on any lot that is five acres or greater in the A-2 zoning district. The Exception can be renewed every three years by filing an application for an administrative extension, including a new doctor's statement. Only two (2) administrative extensions may be granted. If a third extension is needed, a new application will be required for Board of Adjustment review. Once the need for the mobile home no longer exists, the mobile home must be removed. While an applicant utilizes this special exception, an ADU may not be added to the same parcel.

* * *

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

ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

NOT ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, February 08, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of February, 2024.

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

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

ROLL CALL

PRESENT
Cameron Brewer
Steven McDaniel
Liz McKown
Michael Jablonski
Erica Bird
Jim Griffith
Maria Kindel
Kevan Parker

ABSENT
Douglas McClure

A quorum was present.

STAFF PRESENT
Jane Hudson, Director of Planning & Community Development
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Beth Muckala, Assistant City Attorney
Scott Sturtz, Interim Director of Public Works
Todd McLellan, Development Engineer
Jack Burdett, Subdivision Development Coordinator
David Riesland, Transportation Engineer
Bryce Holland, Multimedia Specialist
Roné Tromble, Admin. Tech. IV

*

Zoning Ordinance Amendment

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-40: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 ("ZONING"), SECTIONS 36-101 ("DEFINITIONS"), 36-511 ("A-1, GENERAL AGRICULTURAL DISTRICT"), 36-512 ("A-2, RURAL AGRICULTURAL DISTRICT"), 36-513 ("RE, RESIDENTIAL ESTATE DWELLING DISTRICT"), 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT") AND 36-570 ("BOARD OF ADJUSTMENT") IN ORDER TO DEFINE AND CREATES USES FOR ACCESSORY DWELLING UNITS, AND OTHER ZONING ORDINANCE AMENDMENTS FOR THE PURPOSES OF COMPATABILITY THEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Ordinance No. O-2324-40 Annotated

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes.

Ms. Bird raised the question of whether an ADU is necessarily detached; in this ordinance it is not necessary for the ADU to be detached. Ms. Hoggatt added that situation could be better for aging in place for relatives.

AUDIENCE PARTICIPATION: Daniel Zavala Paramo, 609 Nebraska Street, is the Director of Policy for Students for Local Action (SLA). SLA is the University of Oklahoma's first and only student-led climate advocacy group. ADUs are a great way to increase supply of housing without the hurdle of acquiring new property, installing City infrastructure, etc. They tend to be cheaper to rent. They are good for the climate: an efficient use of existing land, increases density, and reduces sprawl. The student members have voted unanimously to endorse ADUs in Norman.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Brewer spoke in support of the ordinance. The Strong Towns Leadership Committee made five recommendations to Council for discussion at their retreat; the top priority was to develop an ADU ordinance.

Ms. Bird thanked staff for their work on this ordinance.

Motion made by Brewer, seconded by McKown, to recommend adoption of Ordinance No. O-2324-40 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Jablonski, Bird, Griffith, Kindel, Parker

The motion to recommend adoption of Ordinance No. O-2324-40 to City Council passed by a vote of 8-0.

*

File Attachments for Item:

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-27 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: Shaz Investment Group, 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-2324-27 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

APPLICANT/REPRESENTATIVE	Shaz Investment Group, L.L.C. Rieger Law Group
WARD	3
CORE AREA	No

BACKGROUND: The property is currently zoned PUD, Planned Unit Development, with Ordinance No. O-1011-43, adopted in 2011 that proposed single-family detached residential. The applicant seeks to rezone to C-2, General Commercial District, for 63% of the lot, and RM-6, Medium Density Apartment District, for the remaining 37%.

PROCEDURAL REQUIREMENTS:

GREENBELT COMMISSION MEETING: GBC23-27, October 17, 2023

The October meeting of the Greenbelt Commission was canceled due to no quorum.

PRE-DEVELOPMENT MEETING: PD23-37 October 26, 2023

No neighbors attended this meeting.

BOARD OF PARKS COMMISSIONER: February 1, 2024

Parks staff recommended to support the developer's request for a fee-in-lieu of park land decision. Please see the attached report and exhibits. The decision was unanimous for fee-in-lieu by a vote of 6-0.

ZONING ORDINANCE CITATION:

SECTION 36-525, C-2, General Commercial District: General description. This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

SECTION 36-519, RM-6, Medium-Density Apartment District: Purposes. The RM-6 district is designed to encourage the developing of neighborhoods having a variety of dwelling types, including townhouses, thus providing for the varying requirements of families. The regulations are intended to ensure compatibility with adjacent existing and proposed low-density apartment development.

EXISTING ZONING: The existing zoning allows for a single-family residential development. It does not allow for multifamily or commercial/office uses.

ANALYSIS: The subject property is located on the border of Norman and Moore. Multiple housing developments are completed or under construction in this general area. On the south side, an existing PUD called Bridgeview at Carrington proposed a mixed-use development on 370 acres. The applicant proposes to add medium-density housing and some commercial space to the area. The property is currently zoned for single-family residential uses only.

The proposed zoning would allow for duplex and multifamily residential development on the north side of the subject property and commercial/office development on the south side.

ALTERNATIVES/ISSUES:

- **IMPACTS** The surrounding area has access to water, sewer, and storm water, making the subject property suitable for development. The proposed increase in density and commercial uses will likely increase the traffic in the area. The traffic engineer states there are no negative traffic impacts anticipated with this development.
- **SITE PLAN** The site plan submitted with the application presents the two different tracts; Tract 1 on the south to be rezoned C-2, General Commercial District, and Tract 2 on the north, to be rezoned RM-6, Medium Density Apartment District.

OTHER AGENCY COMMENTS:

- **FIRE DEPARTMENT:** Items regarding fire hydrants and fire codes will be considered at building permit stage.
- **PUBLIC WORKS:** Please see the attached report from Engineering.
- **TRAFFIC ENGINEERING:** Please see the attached report from the City Traffic Engineer.
- **UTILITIES:** City utilities are available in this area.

CONCLUSION: Staff forwards this request for rezoning from PUD, Planned Unit Development, Ordinance No. O-1011-43, to C-2, General Commercial District, and RM-6, Medium Density Apartment District, for consideration by City Council.

At their meeting of February 8, 2024, Planning Commission recommended adoption of Ordinance No. O-2324-27 by a vote of 8-0.

O-2324-27

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

§ 1. WHEREAS, Shaz Investment Group, L.L.C. has made application to have the property described below removed from the PUD, Planned Unit Development, and to have the same placed in the C-2, General Commercial District, and RM-6, Medium Density Apartment District; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on February 8, 2024 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

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

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

§ 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the PUD, Planned Unit Development, and to place the same in the C-2, General Commercial District, to wit:

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Ten (10) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma being described as follows;

COMMENCING at the Southwest corner of said Southwest Quarter;
THENCE North 00°20'58" West, along the West line of said Southwest Quarter, a distance of 659.61 feet to the **POINT OF BEGINNING**;
THENCE continuing North 00°20'58" West along said West line, a distance of 499.61 feet;
THENCE North 89°38'11" East a distance of 1317.55 feet;
THENCE South 00°24'13" East a distance of 1161.21 feet to a point on the South line of said SW/4;
THENCE South 89°43’21” West along the South line of said SW/4 a distance of 659.32 feet;
THENCE North 00°22’35” West a distance of 660.11 feet;
THENCE South 89°40’46” West a distance of 659.01 feet to the **POINT OF BEGINNING.**

Said tract contains 25.12 acres, more or less.

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

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Ten (10) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma being described as follows;
COMMENCING at the Southwest corner of said Southwest Quarter;
THENCE North 00°20'58" West, along the West line of said Southwest Quarter, a distance of 1159.23 feet to the **POINT OF BEGINNING**;
THENCE continuing North 00°20’58” West along said West line a distance of 160.00 feet;
THENCE North 89°38’11” East a distance of 658.70 feet
THENCE North 00°22'35" West a distance of 660.11 feet;
THENCE North 89°35'36" East a distance of 658.39 feet;
THENCE South 00°24'13" East a distance of 820.61 feet;
THENCE South 89°38'11" West a distance of 1317.55 feet;
to the **POINT OF BEGINNING.**

Said tract contains 14.82 acres, more or less.

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

ADOPTED this _____ day of

_____, 2024.

_____
(Mayor)

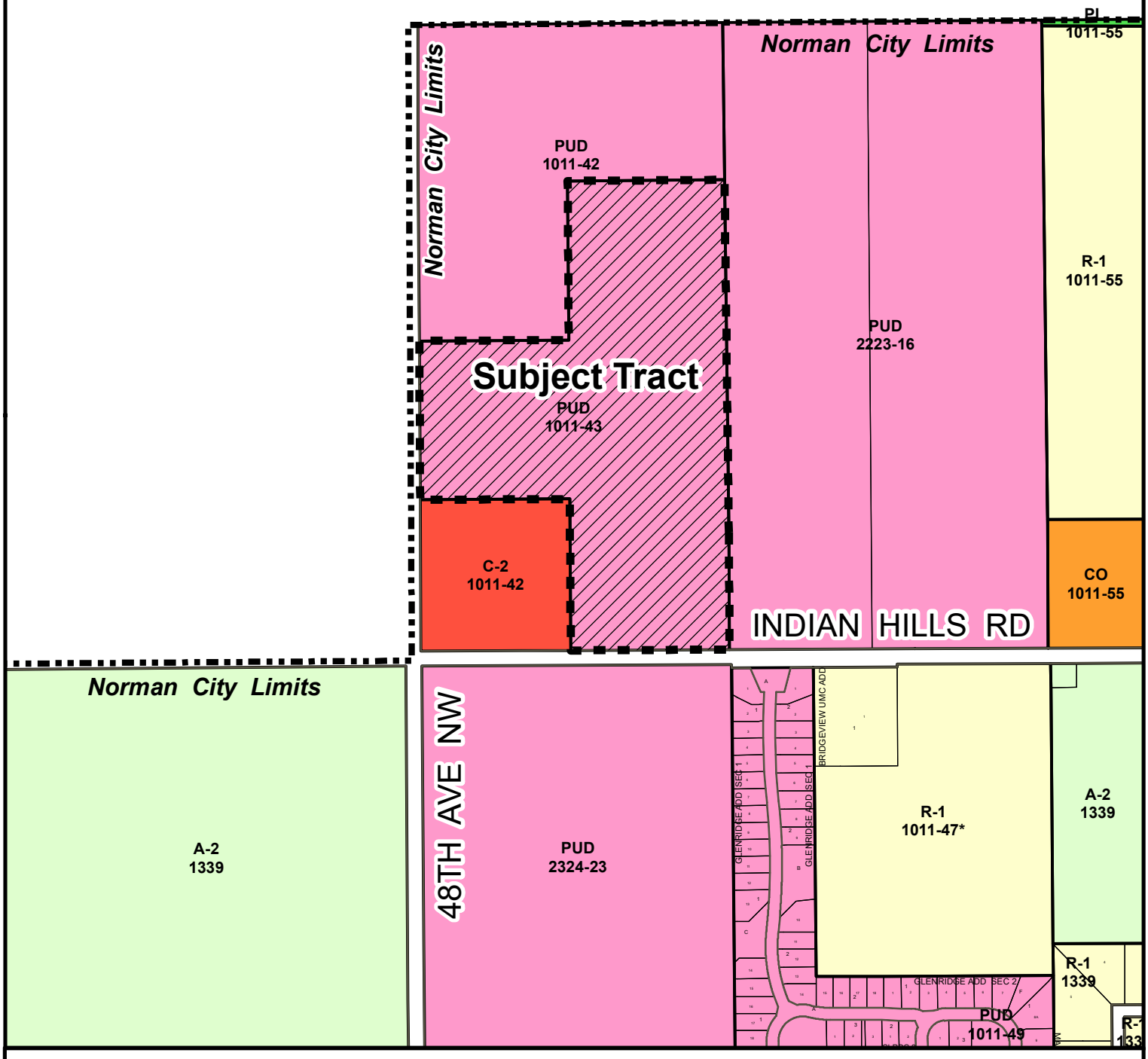
NOT ADOPTED this _____day of

_____, 2024.

_____
(Mayor)

ATTEST:

_____
(City Clerk)



Location Map

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

N
W E
S

January 31, 2024

0 300 600 Ft.

Subject Tract

Zoning

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PRELIMINARY PLAT

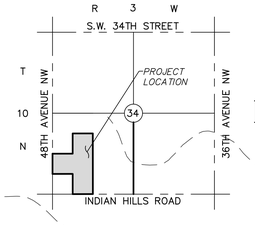
WHISPERING TRAILS ADDITION

A PART OF THE S.W. 1/4 OF SECTION 34, T10N, R3W, I.M.

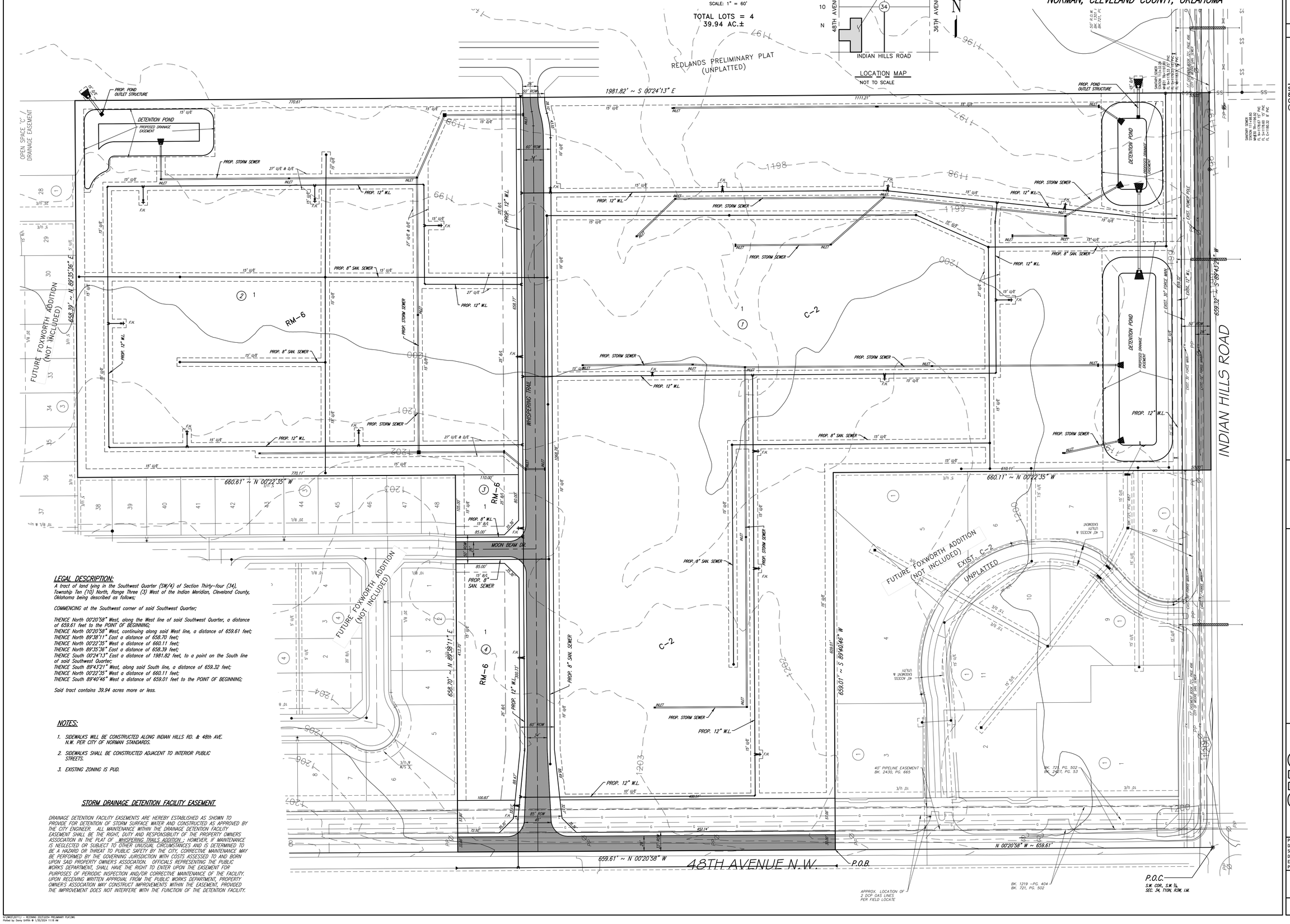
NORMAN, CLEVELAND COUNTY, OKLAHOMA

SCALE: 1" = 60'

TOTAL LOTS = 4
39.94 AC.±



LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION:

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Ten (10) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma being described as follows;

COMMENCING at the Southwest corner of said Southwest Quarter;

THENCE North 00°20'58" West, along the West line of said Southwest Quarter, a distance of 659.61 feet to the POINT OF BEGINNING;
THENCE North 00°20'58" West, continuing along said West line, a distance of 659.61 feet;
THENCE North 89°38'11" East a distance of 658.70 feet;
THENCE North 00°22'35" West a distance of 660.11 feet;
THENCE North 89°35'36" East a distance of 658.39 feet;
THENCE South 00°24'13" East a distance of 1981.82 feet, to a point on the South line of said Southwest Quarter;
THENCE South 89°43'21" West, along said South line, a distance of 659.32 feet;
THENCE North 00°22'35" West a distance of 660.11 feet;
THENCE South 89°40'46" West a distance of 659.01 feet to the POINT OF BEGINNING;

Said tract contains 39.94 acres more or less.

NOTES:

1. SIDEWALKS WILL BE CONSTRUCTED ALONG INDIAN HILLS RD. & 48th AVE. N.W. PER CITY OF NORMAN STANDARDS.
2. SIDEWALKS SHALL BE CONSTRUCTED ADJACENT TO INTERIOR PUBLIC STREETS.
3. EXISTING ZONING IS PUD.

STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION IN THE PLAT OF WHISPERING TRAILS ADDITION.; HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNER'S ASSOCIATION. OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNER'S ASSOCIATION MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

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OWNER/DEVELOPER:
SHAZ DEVELOPMENT GROUP INC.
P.O. BOX 720088
NORMAN, OK 73070

DESIGNED BY :
SMC CONSULTING ENGINEERS, P.C.
815 W. MAIN
OKLAHOMA CITY, OK 73106
(405) 232-7715

NOT VALID FOR CONSTRUCTION
STATE OF OKLAHOMA
Christopher D. Anderson
18288
REGISTERED PROFESSIONAL ENGINEER
1/30/24
UNLESS SIGNED IN THIS BLOCK

PRELIMINARY PLAT

48th AVE. N.W. & INDIAN HILLS RD.
NORMAN, OKLAHOMA

SMC
SMC Consulting Engineers, P.C.
315 W. Gray, Suite B205
Norman, OK 73069
P.O. Box 721374
Norman, OK 73070
Ph: 405-232-7715 Fax: 405-701-7826
Website: www.smcokc.com
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 1461 EXP. ON 06/30/2025

No.	Revision	Date
1	Revised layout	10/31/23
2	Revised per staff comments	01/30/24

PROJECT NO.: 6254.00
DATE: 9/21/23
SCALE: 1" = 60'
DRAWN BY: D.G.
ENGINEER: Christopher D. Anderson
P.E. NUMBER: #18288

PRELIMINARY PLAT

SHEET NO.
1

N:\ENGR\SMITLY - REZONING 2023\6254 PRELIMINARY PLAT.DWG
Plotted by: Danny Griffith @ 1/30/2024 11:18 AM

Staff Recommendation for
Whispering Trails Addition PUD

Whispering Trails Addition PUD is located in the east half of the Southwest Quarter (SW/4) of Section 34 Township 10 North, Range 3 West of the Indian Meridian and is located north of Indian Hill Road that lies on the border of Moore, between 36th Avenue and 48th Avenue Northwest.

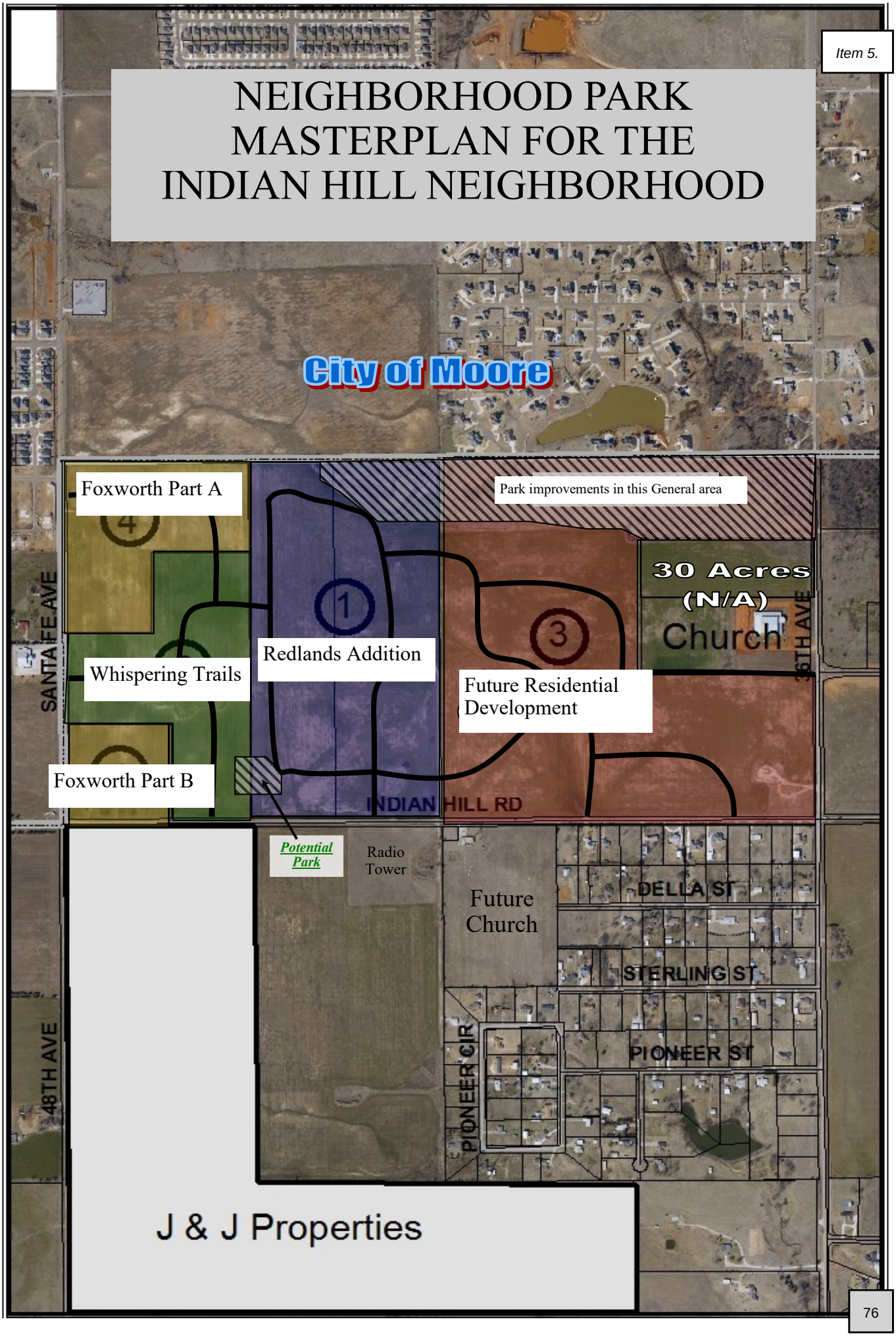
Whispering Trails Addition is part of the Indian Hill Neighborhood Park Master Plan, which was approved by park board in 2010. That plan covers a ½ section of land which is broken into five different ownerships; four of which have single-family development potential. (See the attached neighborhood concept plan). All total, these four developments would yield a combined 6.387 acre park land dedication; assuming a 3 lots per-acre density. There is more than enough land on the northern border of the half-section to accommodate the park land dedication.

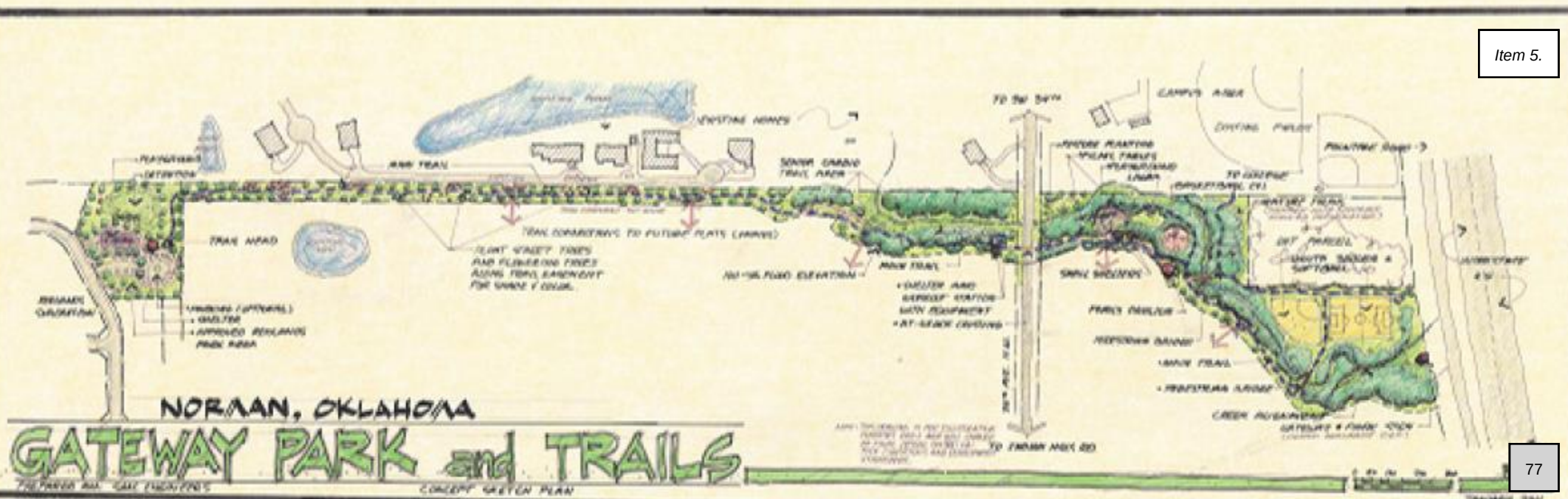
In 2010, Whispering Trails Addition PUD was platted with a total of 288 single-family lots. At this density, the addition would have generated a parkland dedication requirement of 1.89 acres. The revised plat now being presented contains 252 units of multi-family housing (either apartment or duplex), which calls for a parkland dedication of only 1.1151 acres. There is now a larger amount of commercial development in the rest of the plat; however, the streets in Whispering Trails are connected internally to those in the adjacent Redlands Addition (which was a plat approved last year by Park Board). The public park in Redlands is the western end of a linear park that stretches along the northern boundary of the developments in this area; across 36th Avenue NW, and then continuing east to the area set aside west of 36th Avenue to create a "Gateway Park" area at the border of Moore and Norman (see attached). The fees collected from Whispering Trails would be used to purchase a portion of the land for this linear park between the Redlands Park site and the 36th Avenue park area in the Commerce Parkway Addition, approved years ago.

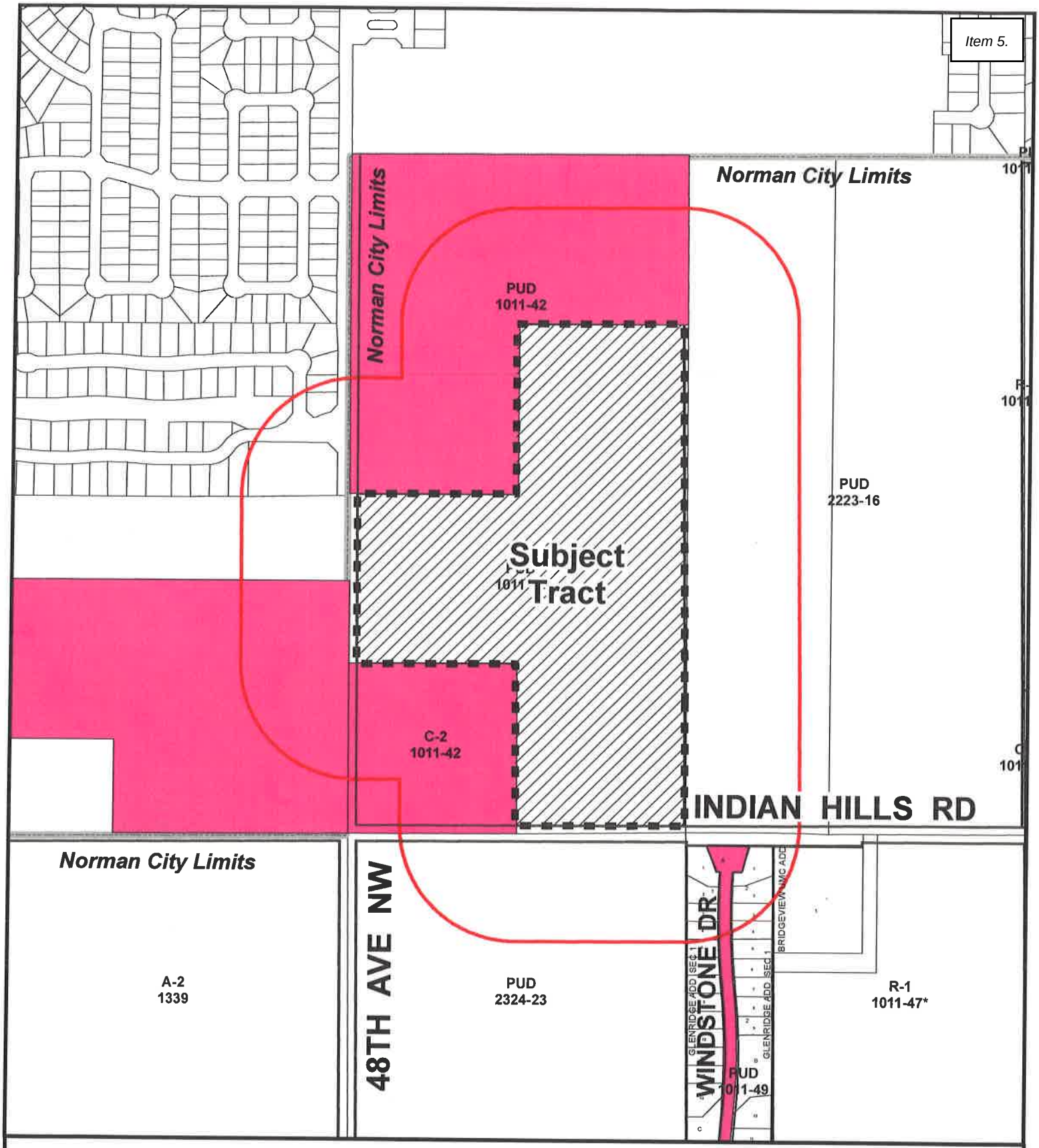
When completed, Whispering Trails Addition's building permits will also generate $18,900 in Neighborhood Park Development Fees, and the same amount in Community Park Development Fees ($150 per unit; split between the Neighborhood and Community Park Funds).

Staff recommends that the Board of Park Commissioners make a fee-in-lieu of land decision for the revised preliminary plat of Whispering Trails Addition PUD.

NEIGHBORHOOD PARK MASTERPLAN FOR THE INDIAN HILL NEIGHBORHOOD




NORMAN, OKLAHOMA
GATEWAY PARK and TRAILS
CONCEPT SKETCH PLAN



Protest Map

45.8% Protest Within Notification Area

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

N
W E
S

0 250 500 Feet

February 8, 2024

Subject Tract
Notification Area
Protest

Sassan K. Moghadam

3110 N. Interstate Dr., Suite 210

Norman, OK 73072

405-535-8860

Feb. 8, 2024

Dear Mrs. Hudson,

Please accept this letter as my protest against the proposed zoning change for Whispering Pines Addition.

In 2009, few developers that own properties between 48TH & 36Th NW and Indian Hills Rd. cooperated in a joint effort to bring sewer north for future development of their land. Subject property was one of the parcels. I own the parcel directly to the west of proposed zoning change identified as Foxworth Addition. At that time, all developers planned mostly residential development for this area including subject tract. Since that time may things have changed and none of us imagined that we all would be impacted by the proposed E-W Turnpike thru our land. The proposed zoning change from R-1 to RM-6 will have a direct impact in marketability of my single family homes to the west, specifically the ones that abuts along the west side of Whispering Pines Addition. In addition to RM-6 being proposed next to R-1, the connecting streets that was once there in the original preliminary plans are no longer there which again has a direct impact on development of my property by needing a secondary means ingress and egress for emergency vehicles in case the main entry is blocked during a disaster. I have had one zoom meeting with the applicant to discuss their development, and I was told to rezone my property to RM-6 as well, as a solution. Affordable housing units seem to be what is in real need for our community and that is what I intend to do with my property, not more apartments.
My property and most of Whispering Pines will be over 600' north of the proposed turnpike and the turnpike will have no impact on developing residential instead of RM-6. I am respectfully requesting the applicant's zoning request to be denied and be brought back up with what was the intended use (R-1) was, at least along the north and west side of Whispering Pines Addition to create a buffer within the applicant's addition instead of putting that burden on my land. I am not against their right to develop their land, but I am against what impact their development will have on my development.

Respectfully,

Sassan K. Moghadam

Applicant: Shaz Investment Group, L.L.C.

Project Location: NE Corner of Indian Hills Road and 48th Avenue N.W.

Case Number: PD 23-37

Time: 6:00 p.m.

Applicant Representative:
Gunner Joyce, Rieger Law Group
Sean Rieger, Rieger Law Group
Libby Smith, Rieger Law Group

Attendees:
None

City Staff:
Lora Hoggatt, Planning Services Manager
Heather Poole, Assistant City Attorney

Application Summary:
The applicant is requesting to rezone from PUD, Planned Unit Development, to C-2, General Commercial District, and RM-6, Medium-Density Apartment District. They are also requesting a NORMAN 2025 Land Use Plan Amendment from Low Density Residential Designation to Commercial and High Density Residential Designations. They are also proposing a new preliminary plat.

Neighbor's Comments/Concerns/Responses:
No neighbors attended this meeting.

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, February 08, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of February, 2024.

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

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

ROLL CALL

PRESENT
Cameron Brewer
Steven McDaniel
Liz McKown
Michael Jablonski
Erica Bird
Jim Griffith
Maria Kindel
Kevan Parker

ABSENT
Douglas McClure

A quorum was present.

STAFF PRESENT
Jane Hudson, Director of Planning & Community Development
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Beth Muckala, Assistant City Attorney
Scott Sturtz, Interim Director of Public Works
Todd McLellan, Development Engineer
Jack Burdett, Subdivision Development Coordinator
David Riesland, Transportation Engineer
Bryce Holland, Multimedia Specialist
Roné Tromble, Admin. Tech. IV

*

NON-CONSENT ITEMS

NORMAN 2025, C-2 and RM-6 Zoning, & Preliminary Plat

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2324-75: SHAZ INVESTMENT GROUP, L.L.C REQUESTS AN AMENDMENT OF THE NORMAN 2025 LAND USE & TRANSPORTATION PLAN FROM LOW-DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION (25.12 ACRES) AND HIGH-DENSITY RESIDENTIAL DESIGNATION (14.82 ACRES) TO ALLOW FOR COMMERCIAL AND RESIDENTIAL USES ON PROPERTY GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. NORMAN 2025 Map
3. Pre-Development Summary

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-27: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Location Map
3. Zoning Map
4. Preliminary Plat
5. Preliminary Site Plan
6. Park Board Staff Report
7. Pre-Development Summary

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-9: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHAZ DEVELOPMENT GROUP, INC. (SMC CONSULTING ENGINEERS, P.C.) FOR WHISPERING TRAILS ADDITION FOR 39.94 ACRES OF PROPERTY GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48IH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:

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

PRESENTATION BY STAFF: Melissa Navarro reviewed the staff report, a copy of which is filed with the minutes. A protest was received which represented 45.8% of the notification area.

Mr. Jablonski asked about a park. Ms. Navarro explained that the Parks Board adopted a fee-in-lieu of parkland for this development. This area was part of a neighborhood park master plan. Ruby Grant Park is 2 miles south of the property.

Mr. Griffith asked about the proposed turnpike. Ms. Navarro did not have that information.

PRESENTATION BY THE APPLICANT: Sean Rieger, representing the applicant, explained the proposed development and surrounding uses, with Moore to the north and Oklahoma City to the west. They believe the turnpike will go through the bottom of the site, and if that happens they will have to redo the site plan and preliminary plat. The street going through the middle of the site will connect to Redlands on the east and to the neighbor to the north. He addressed the concerns raised in the protest letter. He spoke about Gateway Park and the Parks Board decision for fee-in-lieu of parkland. He showed the current proposed layout for the turnpike with this and adjacent site plans superimposed over it.

Mr. Jablonski asked if there will be any one-bedroom units in the apartments. Mr. Rieger did not know.

Mr. Brewer asked which sites have been developed, which have not, and which are under development. Mr. Rieger responded that Glenridge PUD has been developed. Redlands has been approved. The Foxworth Addition was approved but the preliminary plat has probably expired.

Ms. Bird asked about the difference between a site plan for a zoning request vs. a PUD. Mr. Rieger responded that a preliminary plat requires a site plan. A PUD requires a site plan. Straight zoning does not require a site plan.

Ms. Bird asked about the buffer in the multi-family area and whether parking lots will be backing up to the adjacent single-family lots. Mr. Rieger responded that townhomes are planned for the west section adjacent to the single-family to the north. The parking lot is around the perimeter of the north section of multi-family, with clubhouse, etc. in the center. He believes the greenspace buffer of the parking lot is 10'.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Jablonski likes the trees included in the parking areas. He likes the higher density. He is disappointed with a fee-in-lieu of parkland.

Motion made by Griffith, seconded by McKown, to recommend adoption of Resolution No. R-2324-75, Ordinance No. O-2324-27, and PP-2324-9 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Jablonski, Bird, Griffith, Kindel, Parker

The motion to recommend adoption of Resolution No. R-2324-75, Ordinance No. O-2324-27, and PP-2324-9 to City Council was approved by a vote of 8-0.

*

File Attachments for Item:

6. SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

office memorandum

Date: **January 19, 2024**

To: **Darrel Pyle, City Manager**

From: **Kevin Foster, Chief of Police** KF

Subject: **Request to purchase SPIDR Engage Platform**

The Norman Police Department is requesting authorization to purchase the SPIDR Engage platform, a community outreach, cloud-based service platform that is used to provide automatic template communications to 911 callers and victims of crime. The platform integrates with existing CAD & RMS systems in a read-only fashion. It is configurable and modular, allowing customization to match the City of Norman and Police Department policies.

The initial deployment and installation cost of the three available modules are detailed in the attached quote of $49,893.04, which requires the City Manager's approval for purchase.

The Patrol module immediately responds to callers and frees up emergency lines by keeping callers in the loop. It automatically sends text messages to reporting parties and 911 callers, keeping them updated on the status of their calls.

The Investigations module acknowledges and updates crime victims by automatically sending follow-up emails and text messages to keep them informed as the investigation progresses.

The Insights module gathers quantifiable, valuable and insightful feedback from the community members the Department interacts with. The module automatically sends short, mobile-friendly surveys after a victim or 911 caller interacts with the Department.

Funds are available in account 10660322-44769, Misc Svs-Community Outreach. The vendor is SPIDR Tech, a Versaterm Public Safety Company, and is sole source (see attached sole source letter).

Reviewed by: Tim Powers, Information Technology Director
Reviewed by: Clint Mercer, Chief Accountant
Reviewed by: Anthony Francisco, Finance Director

Reviewed by: Darrel Pyle, City Manager

APPROVE: _____ Date: 1-24-24

DISAPPROVE: _____ Date: _____

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MASTER SOFTWARE AND SERVICES AGREEMENT

This Master Software and Services Agreement ("MSA" or "Agreement") is made effective as of the date of the last signature set forth on the signature page hereto (the "Effective Date"):

BETWEEN:

Norman Police Department, a Law Enforcement Agency in Oklahoma, (hereafter referred to as Customer")

–and–

Versaterm Public Safety US, Inc., a corporation incorporated under the laws of the state of Delaware (hereafter referred to as "Versaterm")

Background

A. Versaterm (including its affiliates) develops, and licenses proprietary software related to public safety agencies.

B. The parties contemplate that from time-to-time Customer will wish to obtain, and Versaterm will provide, a license and associated services from Versaterm to permit Customer to such software and related materials, all of which shall be governed by the terms and conditions of this MSA.

NOW THEREFORE in consideration of the covenants contained in this MSA, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

For the purposes of this MSA, each Service Schedule and each Statement of Work, these terms will have the following meanings:

1.1 "Authorized User" means an employee, consultant, or contractor of Customer authorized by Customer to access and use the Services on Customer's behalf.

1.2 "Confidential Information" means this Agreement, any Service Schedule, the Software, Customer Data and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing, financial or personnel data, technology, products, sales information, trade services, know-how customer or supplier information, including information provided by such customers or suppliers, or any other information already furnished or to be furnished or made available by one Party to the other, whether in oral, written, graphic or electronic form including any such

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information exchanged during informational sessions designated as confidential, including, without limitation, information concerning a Party's actual and potential customers and other Intellectual Property Rights of such Party, provided, however, that Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the receiving Party, whether through breach of this Agreement or otherwise; (ii) that, prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party; (iii) independently, custom developed by the receiving Party, by Persons having no direct or indirect access to the disclosing Party's Confidential Information provided that the receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third Person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) on a non-confidential basis; or (v) is further disclosed with the prior written consent of the disclosing Party, but only to the extent of such consent.

1.3 "Customer Data" means collectively any data, files, documentation, or other information: (i) that Customer or any of its Authorized Users may upload to Versaterm Platform when using the Services; and (ii) processed through the use of the Services, excluding Third Party Data and any Versaterm Data.

1.4 "Customizations" means all Customer-requested modifications made to the Software or User Documentation by or for Versaterm in accordance with the terms of a Service Schedule or Work Order, which shall be at Customer's expense.

1.5 "Enhancements" means any changes or additions to the Software, that improve functions, add new functions, improve performance, or corrects errors by changes in system design or coding, including but not limited to changes or additions that are made to the Software to provide substantial additional value or utility.

1.6 "Fees" means the Subscription Fees, the License Fees, the Maintenance and Support Fees, the Customization Fees and all other fees and charges charged by Versaterm under this MSA, any Service Schedule, any SOW, or any other attachment.

1.7 "Go-Live Date" means the date on which the Software is available for production use, as may be further defined in a Service Schedule or SOW.

1.8 "including" means "including without limitation" and is not to be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.

1.9 "Intellectual Property" means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including its source code), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.

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1.10 "Intellectual Property Rights" means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principal applicable to this Agreement which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.

1.11 "License Fees" means the fees charged by Versaterm in respect of the provision of Software to Customer on an on-premises basis, as further identified in a Service Schedule.

1.12 "Licensed Materials" means collectively the Versaterm Platform, Software, and the User Documentation.

1.13 "Maintenance and Support Fees" means the fees charged by Versaterm in respect of maintenance and support services as further identified in a Service Schedule.

1.14 "Network Aggregator Provider" means a third party service provider that offers connectivity services to securely link separate networks.

1.15 "Open Source Software Components" means software programs, libraries, or distributables (commonly known as "public", "open source" or "free" software) made publicly available by the copyright holders.

1.16 "Party" means either Customer or Versaterm and "Parties" means both.

1.17 "Person" means any individual, company, corporation, partnership, government or government agency, authority or entity howsoever designated or constituted.

1.18 "Point of Access" means Versaterm's, or its subcontractor's, border router, which is used to establish connectivity from the Versaterm Platform to Versaterm's, or its subcontractor's, internet provider, or the public internet.

1.19 "Professional Services" all professional services purchased by Customer in respect of the Subscription Services or use of Software (if installed on Customer's premises) , including implementation services, data migration, specialized support, training services and any other services as further described in a Service Schedule or Statement of Work.

1.20 "Service Schedule" means the applicable written document, signed by Customer and Versaterm, which incorporates by reference the terms and conditions of this MSA, the terms and conditions of Subscription Service or the terms and conditions regarding use of the Software, any attached SOW, and any other relevant terms and conditions with respect to Customizations, Professional Services, Implementation or the provision of other technical services.

1.21 "Software" means the computer programs owned by Versaterm and which are licensed to Customer under a Service Schedule, including: (a) all maintenance modifications (updates and upgrades); (b) Enhancements; (c) Customizations, now developed or to be developed by or for Versaterm during the Term; and (d) all formulas, routines, subroutines, algorithms, concepts, techniques, know-how and ideas implemented or

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embodied in any of the foregoing, in any form. For the avoidance of doubt, Software excludes Third Party Components.

1.22 "Statement of Work or SOW" means the applicable written document, signed by Customer and Versaterm or incorporated as part of Service Schedule, under which Versaterm may provide Customer additional Professional Services related to the Software, including training, specialized support and data migration, which shall be attached to the applicable Service Schedule.

1.23 "Subscription Fee" means the fees charged by Versaterm in respect of the Subscription Service as further identified in a Service Schedule.

1.24 "Subscription Service" means any combination of the following: (i) limited access and use rights to the Versaterm Platform on a hosted basis, (ii) hosting services, (iii) support services, and (iv) any other similar generally applicable services that Versaterm provides to its customers in accordance with the User Documentation. For the avoidance of doubt, Subscription Services do not include Professional Services.

1.25 "Subscription Term" means, with respect to any use of Software or access to Subscription Service, the subscription period specified on the applicable Service Schedule or, if no explicit period is indicated in the applicable Service Schedule, a period of one (1) year starting from the 1st of the month following the Effective Date; together with, all renewals thereof effected in accordance with the terms of this Agreement.

1.26 "Term" means the term set out in Section 3, paragraph (a).

1.27 "Third Party Data" means any data owned by a third party that the Customer accesses via the Software.

1.28 "Third Party Component" means any components of the Subscription Services provided by third parties, including Open Source Software Components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).

1.29 "Third Party Supplier" means any party who provides products and/or services, including Open Source Software and Third Party Components that contribute to the overall Software provided to the Customer by Versaterm.

1.30 "User Documentation" means the user manuals, guides, and specifications with respect to the operation, use, functions, and performance of the Software, as revised from time to time, and any additional documentation for Customizations produced by Versaterm, in written or online electronic form.

1.31 "Versaterm Platform" means the Software, Versaterm Server and such devices and peripherals physically located with the Versaterm Server, including all computer hardware, software, network elements, and electrical and telecommunications infrastructure located behind the Point of Access.

1.32 "Versaterm Server" means that computer server located at Versaterm's premises, or a third-party provider of hosting and/or network services, that houses the Software.

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2. Scope of Agreement

(a) It is the intention of Versaterm and Customer that, where Software and services are to be provided by Versaterm under this MSA, particular details and terms will be specified in a Service Schedule. If there is a conflict between a Service Schedule and this MSA, the Service Schedule will prevail over the conflicting provisions of this MSA to the extent of the inconsistency but only for the purposes of that Service Schedule. Except for such conflicts, the provisions of this MSA will not be deemed to be amended, cancelled, waived, or released by the execution of a Service Schedule.

(b) Each Service Schedule shall contain the following minimum information, to the extent the same is applicable:

i. the express incorporation of this MSA by reference;

ii. a list and description of the applicable Software;

iii. Subscription Term;

iv. Customizations and custom application programming interfaces ("APIs") if any, to the Software and the terms and conditions upon which same will be provided;

v. the Fees, including onboarding fees, escrow agreement fees and implementation fees, as applicable;

vi. the License Fee or Subscription Fee for the Software;

vii. the Maintenance and Support Fee;

viii. the site(s) at which the Software are permitted to be installed if Software is installed on Customer's premises;

ix. the project schedule (which may include project implementation dates, installation dates, training session dates) for the Software;

x. training, if applicable;

xi. any other terms relating to the maintenance, enhancement or support of the Software; and

xii. any special terms and conditions agreed upon by Versaterm and Customer.

3. Effective Dates.

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(a) This MSA shall have an initial term of three (3) years from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions under Section 19, and shall automatically renew for consecutive additional one (1) year terms (each a "Renewal Term"), unless either Party provides a written termination notice to the other Party at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the "Term". Notwithstanding any termination or expiration of this MSA, the MSA shall continue to be in effect until the termination or expiration of the last effective Service Schedule.

(b) Each Service Schedule will be effective from the date set out in such Service Schedule and for the term specified in that Service Schedule.

(c) Upon expiration of each Subscription Term, unless otherwise specified in the applicable Service Schedule, all rights to access and use or the license to use Licensed Materials, as applicable, granted under such Service Schedule and this MSA shall automatically be renewed for additional one (1) year periods, and Versaterm will invoice Customer at the then-current subscription-based price for such additional Subscription Term year at Versaterm's then-current rates, subject to the cap set forth in Section 8(g) (or such other rates mutually agreed by the Parties), unless a Party provides written notice to the other Party to terminate at least sixty (60) days prior to the expiration of the Subscription Term or any renewal term.

4. License

(a) Customer shall have the right to access and use or install and use the Licensed Materials solely as expressly granted or otherwise set forth in this MSA and the applicable Service Schedule.

(b) Customer shall not:

(i) use, reproduce, display, perform or otherwise exploit the Software except as expressly authorized in this MSA or in a Service Schedule;

(ii) copy any of the Software or User Documentation except as reasonably necessary to use the Software for its internal use as authorized herein or in a Service Schedule, and in all cases subject to the confidentiality provisions hereof, and provided that all copyright notices and any other proprietary notices are included;

(iii) assign this MSA or transfer, lease, export or grant a sublicence of the Software or the license contained in this MSA to any Person except as expressly authorized herein or in a Service Schedule;

(iv) decompile, disassemble, reverse engineer, or otherwise access or attempt to gain access to the Software's source code;

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(v) give any Person other than its employees, consultants, contractors and/or clients of Customer or other individuals listed pursuant to a Service Schedule access to the Software or;

(vi) rent or lend, with or without charge, any system which includes the Software to any Person including clients and customers;

(vii) operate at any time on a regular or irregular basis an online or offline customer service bureau involving the Software;

(viii) permit (and Customer shall take all necessary precautions to prevent) third parties (including, any parties affiliated or related to Customer) to use the Software in any way that would constitute a breach of this MSA or any Service Schedule;

(ix) use any APIs, other than the APIs expressly authorized for use by Versaterm, with the Software or use any authorized APIs in a manner that is not permitted or published by Versaterm;

(x) remove or modify any proprietary marking or restrictive legends placed on the Licensed Materials;

(xi) use any device, software, or routine to interfere with the proper working of the Software or to bypass any security features of the Software; or

(xii) introduce into the Versaterm Platform any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature,

(c) Customer shall be solely and exclusively responsible for the supervision, management, and control of Customer's and each of its Authorized User's use of the Licensed Materials and shall require each Authorized User to maintain all passwords and other access credentials with respect thereto.

5. Customer's Obligations

(a) Where the Software will require access and use of the Versaterm Platform, Versaterm shall operate and maintain the Versaterm Platform in accordance with the applicable Service Schedule. Access to the Versaterm Platform may be through a secure connection with the public internet or using a Network Aggregator Provider. Customer acknowledges and agrees that Versaterm is not responsible or liable for any communication over the public internet, or for the Network Aggregator Provider's network or its operation or the Network Aggregator Provider's network's failure to deliver communication to and from the Versaterm Platform on a timely basis.

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(b) Customer shall be fully responsible for the acts and omissions of all Persons that are authorized or otherwise allowed, by Customer, to use or have access to the Software and User Documentation.

(c) Customer agrees to co-operate with and advise Versaterm of all information which would be reasonably required to permit Versaterm to deliver and, if applicable, install the Software. Customer shall respond promptly to any Versaterm request to provide information, approvals, authorizations or decisions that are reasonably necessary for Versaterm to provide the Software.

(d) Subject to the terms and conditions of this MSA, each Service Schedule, and if applicable, each SOW, Customer shall provide Versaterm with all reasonable access, which may include remote access, to Customer's systems and premises for the purpose of Versaterm performing its obligations pursuant to this MSA, and the failure of Customer to provide such access shall relieve Versaterm of its obligation to perform such obligations.

(e) Customer shall notify Versaterm immediately of any actual or suspected unauthorized use of its passwords or API keys for the Versaterm Platform.

6. Ownership

(a) Customer acknowledges and agrees that all rights, title and interests in and to the Licensed Materials, including all Intellectual Property embodied therein, are and shall at all times remain the exclusive property of Versaterm and that, except as expressly set forth herein, no rights, title or interests, including any license, is granted to Customer hereunder by implication, estoppel, or otherwise of any kind whatsoever in or to the Licensed Materials or any portion thereof, except, in each case, for the rights and licenses expressly granted to Customer herein,. Customer further acknowledges and agrees that all Third Party Components are and shall at all times remain the property of the applicable Third Party Suppliers.

(b) Customer shall not remove any Versaterm trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.

(c) If Customer provides any feedback, comments, suggestions, ideas, descriptions of processes, or other information to Versaterm about or in connection with any Licensed Materials, including any ideas, concepts, know-how or techniques contained therein (collectively, "Feedback"), then Customer hereby grants Versaterm and its affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to Customer or any restriction or obligation on account of Intellectual Property Rights or otherwise. Without limiting the generality of the foregoing, nothing in this MSA limits Versaterm's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

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7. Customer Data and Hosting Provider

   (a) Customer hereby grants to Versaterm a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the Customer Data solely in connection with providing the Licensed Materials to Customer, and improving and developing the Licensed Materials. In addition, Versaterm may analyze Customer Data, and data of other customers, to create aggregated or anonymized statistics or data that do not identify Customer or any individual, and Versaterm may during and after the Term use and disclose such statistics or data in its discretion. Except as specified otherwise in the Agreement, Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Data.

   (b) Customer acknowledges and agrees that Versaterm: (i) will not be responsible for the accuracy, completeness or adequacy of any Customer Data or the results generated from any Customer Data uploaded to the Versaterm Platform and processed by the Software; (ii) has no control over any Customer Data or the results therefrom; (iii) does not purport to monitor Customer Data; and (iv) if Software is installed on Customer premises, shall not be responsible to back up or maintain any back up of the Customer Data or any portion thereof.

   (c) Versaterm may change its third party hosting provider ("Hosting Provider") at any time. Customer's use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this MSA, Versaterm shall not be liable for any problems, failures, defects or errors with the Licensed Materials to the extent caused by the Hosting Provider. Customer acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

8. Fees and Payment Terms

   (a) All Fees applicable to a Service Schedule will be specified therein. All amounts invoiced and due in accordance with the payment terms of the applicable Service Schedule shall be paid by Customer within thirty (30) days of the date of an invoice for such amounts.

   (b) Any additional services, such as Professional Services or Customizations, requested by Customer shall be subject to additional Fees, unless otherwise agreed to in writing by the Parties.

   (c) All invoices under a Service Schedule will be in writing, reasonably substantiate the charges set out therein and will be emailed by Versaterm to Customer at email address specified in the applicable Service Schedule or may be submitted through an alternative electronic platform as agreed to between the Parties (i.e.: Customer's portal) as identified in the applicable Service Schedule.

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(d) Where Customer fails to pay any amount in accordance with paragraph (a) above, Versaterm shall have the right, in addition to any other remedies, to charge, and Customer shall pay, interest on such overdue amounts at the rate of one and a half per cent (1.5%) per month (18% per annum), or, if less, the maximum rate of interest allowed by law.

(e) In all cases, all undisputed amounts due under this Agreement will be paid by Customer in full without any withholding, set-off, counterclaim or deduction.

(f) If, acting in good faith, Customer disputes any item within an invoice, it shall raise such dispute by written notice to Versaterm prior to the date that payment on such invoice is due, and the Parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the dispute is not resolved within thirty (30) days of the said notice being given, the dispute shall be resolved in accordance with Section 33. Any amounts not disputed in accordance with this section shall be deemed accepted and must be paid by Customer in accordance with paragraph (a).

(g) Versaterm reserves the right to increase the fees on an annual basis, as identified in a Service Schedule, by no more than seven percent (7%). Notwithstanding the foregoing, Versaterm may increase fees beyond the cap of 7% for Third Party Components.

9. Taxes.

In addition to all charges under a Service Schedule, Customer shall pay to Versaterm all taxes, duties, and other such assessments or charges which may be assessed, levied, or imposed with respect to any Software, services or products provided under a Service Schedule, except taxes based on Versaterm's income and capital. The foregoing provision includes sales, use, service, excise and personal property taxes, whether collected or withheld by Versaterm or otherwise assessed, and any penalty and interest payments related to the foregoing (which penalty and interest payments are not due to any fault on the part of Versaterm) but does not include taxes for which Customer is exempt by law and for which Customer has provided to Versaterm a bona fide tax exemption certificate prior to such tax becoming due.

10. Confidentiality

(a) Each Party acknowledges that all Confidential Information consists of confidential and proprietary information. Except as required by law, each Party shall hold Confidential Information of the other Party in trust and confidence for and on behalf of such other Party, and shall take commercially reasonable measures to maintain the confidentiality of the Confidential Information, which measures shall in any event be no less than what such Party would implement to protect its own Confidential Information of a similar nature or value. Each Party agrees not to make use of Confidential Information other than to the extent necessary for the exercise of rights or the performance of obligations under this MSA or any Service Schedule, and not to release, disclose, communicate or otherwise make it available to any third-party other than officers, directors, employees, consultants and contractors of Versaterm or Customer, as applicable, who reasonably

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need to know it in connection with the exercise of rights or the performance of obligations under this MSA or any Service Schedule.

(b) Each Party agrees that any breach of this Section 10 ("Confidentiality") may give rise to irreparable damage to the other Party, the injury to the other Party from any such breach would be difficult to calculate, and that money damages would therefore be an inadequate remedy for such breach. Each Party agrees that the other Party will be entitled, in addition to all other remedies that the other Party may have under this MSA, at law or in equity, and without showing or proving any actual damage sustained by it, to a permanent or temporary injunction or other order to restrain any breach, threatened breach or the continuation of any breach of this Section 10.

(c) Upon the termination or expiration of each Service Schedule, each Party will return to the other Party all Confidential Information with respect to such Service Schedule which is then in its possession or control. Upon the termination of this MSA, each Party will return to the other Party all Confidential Information of such other Party which is then in its possession or control.

(d) Notwithstanding the above, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm, saved as part of routine back-ups or as otherwise may be required by law.

11. Representations and Warranties of Versaterm.

Versaterm represents and warrants as follows:

(a) Versaterm has the power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Versaterm have been duly authorized by Versaterm. This MSA has been duly executed and delivered by Versaterm and is a valid and binding obligation of Versaterm, enforceable in accordance with its terms;

(b) neither the entering into of this MSA, nor the performance by Versaterm of any of its obligations under this MSA will contravene, breach, or result in any default under any organizational documents of Versaterm or under any agreement to which Versaterm is a party or by which Versaterm is otherwise bound; and

(c) Versaterm will use commercially reasonable efforts to ensure that all Software delivered to Customer is, at the time of shipment, free of any known computer software viruses.

12. Representations and Warranties of Customer. Customer represents, warrants, and covenants, as follows:

(a) Customer has the corporate power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Customer have been duly authorized

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by Customer. This MSA has been duly executed and delivered by the Customer and is a valid and binding obligation of the Customer, enforceable in accordance with its terms; and

(b) neither the entering into of this MSA, nor the performance by Customer of any of its obligations under this MSA will contravene, breach, or result in a default under the articles, by-laws, constating documents or other organizational documents of Customer or under an agreement to which the Customer is a party or by which Customer is otherwise bound.

13. Versaterm's Indemnity

(a) Versaterm will defend at its own expense any claim, proceeding or suit (for purposes of this Section 13, a "Claim") brought against Customer to the extent such Claim alleges that any Licensed Materials provided under a Service Schedule infringes a proprietary right of a third-party which is enforceable within Canada or the United States, and will indemnify and pay all damages finally awarded against Customer by courts of competent jurisdiction on account of such infringement together with all reasonable costs and expenses (including reasonable legal fees as determined by courts of competent jurisdiction) incurred by Customer as a direct result of such Claim, provided Versaterm is given: (i) prompt written notice, however, no later than ten (10) days, of the Claim; (ii) all reasonable information and assistance which it may require to defend the Claim; (iii) sole control of the defense of the Claim, and all negotiations for its settlement or compromise; and provided further: (iv) that the alleged infringement does not result from any alterations, modifications or enhancements to the Software or Documentation made by Customer or on its behalf by a third-party, or the use or operation of the Licensed Materials in combination with other software, products, data, apparatus or equipment not provided by Versaterm.

(b) Notwithstanding anything to the contrary in this MSA or any Service Schedule, Versaterm shall not be responsible for any cost, expense or compromise incurred or made by Customer in respect of a Claim without Versaterm's express prior written consent.

(c) If any Claim has occurred, or in Versaterm's opinion is likely to occur, Versaterm may, at its option and expense:

(i) procure for Customer the right to continue using the applicable Licensed Materials;

(ii) replace or modify the same so that it becomes non-infringing without loss of material functionality; or

(iii) if none of the foregoing alternatives is reasonably available, or available on commercially reasonable terms, at Versaterm's discretion, discontinue the Service and use of the Software and refund to Customer any pre-paid and unused portion of the Fees paid by Customer in respect of use of the Software for the remainder of the then-current portion of the Term.

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(d) Notwithstanding the above Versaterm shall have no obligation for any Claim based upon Third Party Components, which are warranted solely by the individual Third Party Supplier.

(e) This Section 13 states the entire obligations of Versaterm with respect to any infringement of any Intellectual Property Rights of any third party.

14. Customer's Indemnity

Customer shall defend at its own expense any Claim brought against Versaterm, its affiliates or any of their respective directors, officers, employees, consultants, contractors or agents (each, a "Versaterm Indemnitee"), to the extent such Claim: (i) alleges, directly or indirectly, that any Customer Data infringes any Canadian or U.S. Intellectual Property Right of a third person; or (ii) is in relation to Customer's use of the Software, including contrary to applicable law, except however to the extent Versaterm is obligated to indemnify Customer pursuant to Section 13; provided that Customer is given:

i. prompt written notice of the Claim or of any allegations or circumstances known to Versaterm which could result in a Claim;

ii. all reasonable information and assistance from Versaterm which Customer may require to defend the Claim; and

iii. sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; provided that Versaterm's express prior written consent shall be required for any such settlement or compromise that (A) does not fully and irrevocably release all Versaterm Indemnitees from any liability of any kind a full release with respect thereto, (B) limits in any manner Versaterm's right to use, distribute or commercialize any Licensed Materials, or (C) that includes any admission of wrongdoing by or creates or is reasonably likely to create any reputational harm to any Versaterm Indemnitee.

15. Exclusion of Other Warranties and Conditions

(a) EXCEPT AS EXPRESSLY STATED IN THIS MSA, ANY SERVICE SCHEDULE, OR ANY SOW, THE LICENSED MATERIALS, THIRD PARTY COMPONENTS OR ANY SERVICES PROVIDED HEREUNDER, ANY SERVICE SCHEDULE OR ANY SOW ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. THE REPRESENTATIONS AND WARRANTIES GIVEN BY VERSATERM IN SECTION 11 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO ANY LICENSED MATERIALS, THIRD PARTY COMPONENTS OR SERVICES PROVIDED UNDER THIS MSA, ANY SERVICE SCHEDULE OR ANY SOW, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. VERSATERM HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY COMPONENTS OR THE ACTS OR

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OMISSIONS (INCLUDING WITH RESPECT TO THE PROVISION OF ANY SERVICES) OF ANY THIRD PARTY SUPPLIER.

(b) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF ANY SOFTWARE OR THIRD PARTY COMPONENTS, AND THE RESULTS OBTAINED FROM SUCH USE AND OPERATION, ARE AT THE SOLE AND EXCLUSIVE RISK OF CUSTOMER AND THAT VERSATERM ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY RELIANCE UPON THE RESULTS OBTAINED BY CUSTOMER OR ANY THIRD-PARTY.

16. Exclusion of Indirect Damages.

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY OF THE FOLLOWING UNDER THIS AGREEMENT FOR ANY REASON: (A) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITH RESPECT TO LOSS OF PROFITS, REVENUES, CUSTOMERS OR CONTRACTS, LOSS OF USE OF EQUIPMENT, LOSS OF OR DAMAGE TO DATA OR CUSTOMER RECORDS, REPUTATIONAL HARM, OPERATIONAL OR SERVICE INTERUPTIONS, BUSINESS INTERRUPTION, OR LACK OF AVAILABILITY OF CUSTOMER MATERIALS OR FACILITIES, INCLUDING CUSTOMER'S COMPUTER RESOURCES, SOFTWARE AND ANY STORED DATA (INCLUDING CUSTOMER DATA) OR RECORDS; OR (B) ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER FOR LOSSES OR DAMAGES (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13), IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.

17. Limitation of Direct Damages.

THE TOTAL AGGREGATE LIABILITY OF VERSATERM UNDER THIS AGREEMENT IN ANY CIRCUMSTANCES IS LIMITED TO THE AMOUNT CUSTOMER PAID VERSATERM UNDER THE SERVICE SCHEDULE PURSUANT TO WHICH SUCH LIABILITY AROSE OR IS ASSOCIATED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM GIVING RISE TO THE LIABILITY AROSE. NOTWITHSTANING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM VERSATERM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

18. Insurance.

Versaterm shall secure and maintain insurance coverage throughout the MSA and any Service Schedule in amounts that it deems reasonable in its sole discretion, so long as such amounts are equal to or greater than the limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto.

19. Termination.

In addition to any other rights or remedies hereunder:

(a) Versaterm reserves the right to terminate this MSA or any Service Schedule for convenience by providing thirty (30) days written notice to the Customer;

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(b) Versaterm may terminate this MSA and/or any Service Schedule at any time on giving Customer notice in writing if: (i) Customer infringes any copyright or other Intellectual Property Right or other industrial or proprietary right of Versaterm; (ii) in Versaterm's reasonable judgment, Customer's use of the Software poses a security risk to the Software or any third party; (iii) Customer fails to pay in full any sum owed by it under this MSA or Service Schedule within thirty (30) days of the due date therefor; or (iv) Customer fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (iv) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

(c) In the event Customer becomes unable to pay future amounts due under any Service Schedule or SOW due to a material reduction in or cancellation of public funding, Customer may terminate the applicable Service Schedule or SOW upon thirty (30) days' written notice to Versaterm, and Versaterm shall be entitled to retain any advance payments made by Customer to Versaterm.

(d) Subject to applicable law, Customer may terminate this MSA immediately upon giving written notice to Versaterm if Versaterm: (i) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (ii) is unable to pay its debts as they mature; (iii) has a receiver and/or manager appointed over its assets or an application is made to do so; (iv) becomes bankrupt or insolvent or commits an act of bankruptcy or (v) Versaterm fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (v) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

20. Orderly Termination

(a) Upon any termination or other expiration of a Service Schedule or SOW or this MSA, each Party shall forthwith return to the other Party all Confidential Information, documentation, papers, material, and other property of the other Party in its possession or control.

(b) In addition to the obligations in Section 20(a) above, upon termination of a Service Schedule or upon expiration of the License Term for Software which is not renewed in accordance with the Service Schedule, Customer shall:

(i) immediately discontinue use of the Licensed Materials;

(ii) ensure that all Persons using the Licensed Materials pursuant to this MSA cease all use thereof;

(iii) promptly (and in any event within five (5) days) return to Versaterm all copies of the Licensed Materials in its (or any Authorized Users' or other Persons' to whom it provided access to any Licensed Materials) possession or control;

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(iv) permanently erase all Licensed Materials, in whole or in part, from all computer systems, storage devices and other electronic recording systems in Customer's possession or control and cause each Authorized User and each other Person to whom it provided access to any Licensed Materials to do the same;

(v) deliver within thirty (30) calendar days of such termination or expiration a certificate certifying that Customer and all such Persons to whom Customer has provided access to any Licensed Materials have complied with the terms of this Section 20(b), as applicable; and

(vi) pay Versaterm the full amount of any charges outstanding, including for any Professional Services performed, as of the date of termination, if any, whether invoiced or not (including any amounts due as late payment charges), and all other monies owing to Versaterm.

21. Suspension

If Customer has materially violated the MSA or any Service Schedule, including failure to pay any Fees or any portion thereof when due (other than invoiced amounts disputed in good faith pursuant to Section 8(f)), Versaterm may immediately suspend Customer's and each of its Authorized Users' right to access or use any Licensed Materials (including access to the Versaterm Platform) or receive any Services.

22. Relationship

This MSA and each Service Schedule and SOW are agreements between separate legal entities and neither Party is the agent, employee, or partner of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any Service Schedule with a third-party or to incur any obligation or liability on behalf of the other Party.

23. Notices.

Unless specified otherwise in a Service Schedule, all notices, requests, demands and other communications under this MSA and each Service Schedule shall be in writing and shall only be duly given:

(a) on the date of sending if sent by email to the email address indicated in Section 23(b); or

(b) on the three business days after posting if sent, during normal postal conditions, by registered or certified mail to the Party for which it is intended and addressed as follows:

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To Versaterm at:

Versaterm Public Safety U.S. Inc. 1
North MacDonald, Suite 500 Mesa,
Arizona, USA
85201

Attention: Legal Department E-mail: legal@versaterm.com

With copy to:
Versaterm Public Safety Inc. 1331
Clyde Avenue, Suite 400
Ottawa, Ontario, Canada K2C 3G4

To Customer at: Norman Police Department

201-B West Gray, Norman OK 73069

Attention: John Stege, Standards Administrator

e-mail: john.stege@normanok.gov

24. Waiver.

Any waiver of, or consent to depart from, the requirements of any provision of this MSA or a Service Schedule or SOW shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this MSA shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. No amendment or variation to this MSA shall be effective unless signed in writing by both Parties.

25. Assignment.

Customer may not assign any rights or benefits under this MSA (including any Service Schedules or SOWs), in whole or in part, to any Person without the express prior written consent of Versaterm. Versaterm may assign its rights and benefits under this MSA (including any Service Schedules or SOWs) to any Person so long as Customer provides written consent, which shall not be unreasonably withheld, within fifteen (15) days after receipt of written notice by Versaterm, with such consent to be deemed given if no response is provided by Customer within fifteen (15) days after receiving the written notice, and may contract with any other Person to perform its obligations under this MSA (including any Service Schedules or SOWs) without obtaining Customer's consent to any such contract. Notwithstanding the foregoing, Versaterm may assign its rights and benefits under this MSA (including any Service Schedules or SOWs) to any Person without providing written notice to the Customer if such assignment is due to a corporate restructure, merger, or acquisition.

26. Force Majeure.

Except as expressly provided otherwise in a Service Schedule, dates and times by which Versaterm or Customer is required to render performance (other than dates and times for payment of money) under a Service Schedule or SOW shall be postponed automatically to the extent and for the period of time that Versaterm or Customer, as the case may be, is prevented

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from meeting them by reason of any causes beyond its reasonable control, provided the Party prevented from rendering performance notifies the other Party promptly and in detail of the commencement and nature of such a cause, and provided further that such Party uses its commercially reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

27. Severability.

    If any provision of this MSA or any Service Schedule or SOW is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed herefrom, and the remaining provisions of this MSA, Service Schedule or SOW shall not be affected thereby and shall remain valid and enforceable.

28. Survival.

    All obligations accrued to the date of termination as well as the Sections of this MSA listed below shall survive the termination of this MSA and any Service Schedule or SOW made pursuant to this MSA for as long as necessary to permit their full discharge: 1, 4(b), 6, 8, 9, 10, 13, 14, 15, 16, 17, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41 and 42.

29. Headings

    Section headings used in this MSA or any Service Schedules or SOWs are for convenience of reference only and shall not be construed as defining, limiting, or describing the scope or intent of this MSA or of the Service Schedule or SOW, as applicable.

30. Currency

    Unless otherwise specified, all references to monetary amounts, including the symbol "$", are in respect of United States Dollars.

31. Benefits

    This MSA and any Service Schedule or SOW made pursuant to this MSA shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

32. Interpretation

    In this MSA and each Service Schedule, words in the singular number include the plural and vice versa; words in the masculine gender include the feminine and neutral genders.

33. Good Faith Discussions

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Prior to the commencement of any legal proceeding under this MSA or any Service Schedule or SOW, all claims must be raised for good faith discussion between authorized representatives of both Parties with authority to resolve the dispute. Should the claims not be resolved within thirty (30) days of the date of the first request such discussion, each Party shall be free to pursue its legal remedies pursuant to the terms of this MSA.

34. Amendments.

    None of this MSA, and Service Schedule or any SOW shall be changed or amended except in writing by an amendment executed by authorized representatives of each Party.

35. Governing Law.

    This MSA, each Service Schedule and each SOW as well as any matters relating to this MSA, any Service Schedule or any SOW, shall be construed and governed by and in accordance with the laws of the State of Oklahoma and the applicable federal laws of The United States (excluding any conflict of laws rule or principals that might refer such construction to the laws of another jurisdiction).).

36. Entire Agreement.

    (a) This MSA, together with each Service Schedule and SOW and all schedules attachments and exhibits hereto and thereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, negotiations, undertakings, and discussions, whether oral or written, are superseded by this MSA and there are no warranties, representations, or covenants between the Parties in connection with this MSA, except as specifically set forth or referred to in this MSA.

    (b) Each Party acknowledges that it has not been induced to enter into this MSA or any Service Schedule by any representations, warranties or covenants not expressly stated herein or therein.

    (c) The Parties agree that any terms or conditions set forth in a purchase order, acknowledgement or any other document or response issued by Customer shall not apply to this MSA or any Service Schedule or SOW shall be deemed automatically rejected by Versaterm without need of any further or additional notice of rejection and void and of no effect.

37. Consultants and Agents.

    Customer shall ensure that its employees, consultants, contractors and agents comply with the terms and conditions of this MSA and any Service Schedule or SOW to the extent that such Persons are entitled or obligated under the terms hereof or thereof to exercise any rights or perform any obligations hereunder or thereunder. Customer shall be responsible for the actions of all such employees, consultants, contractors and agents.

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38. Hosting Provider. Versaterm may change its third party hosting provider ("Hosting Provider") at any time. Customer's use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this MSA, Versaterm shall not be liable for any problems, failures, defects or errors with the Licensed Materials to the extent caused by the Hosting Provider. Customer acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

39. Language.

    The Parties have expressly required that this MSA and all documents and notices relating hereto be drafted in English. Les parties aux présentes ont expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.

40. Publicity/Press Releases.

    Versaterm may reference the existence of this MSA and the business relationship between the Parties for the purposes of: (a) issuing press releases to announce the beginning or continuation, as applicable, of the business relationship between the Parties; or (b) referencing Customer as a customer of Versaterm including in Versaterm's customer list and other marketing materials.

41. Counterparts.

    This MSA, any Service Schedule and any SOW or part thereof or attachment thereto may be executed in any number of counterparts and by exchange of signature pages by electronic mail or by any other electronic means. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement. The execution of this MSA, any Service Schedule or SOW by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic signatures may be used by the parties in lieu of the original signature page[s] of this MSA, any Service Schedule or SOW for any and all purposes.

42. United Nations.

    Pursuant to Article 6 of the United Nations convention on contracts for the International Sale of Goods ("UN Convention"), the Parties agree that the UN Convention shall not apply to this MSA.

43. Extending pricing

    Subject to Versaterm's discretion, Customer may extend pricing, terms and conditions of this Agreement to other governmental entities that have signed an intergovernmental agreement with the Customer to be system users.

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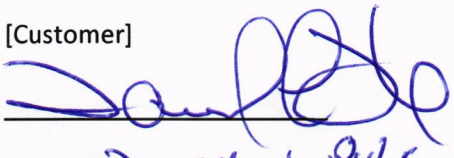
Agreed to on behalf of:

[Customer]



[Name] DARREL L. PYLE

[Title] CITY MANAGER

[Date] 3-4-24

Agreed to on behalf of:

Versaterm Public Safety US, Inc.

DocuSigned by:
Adam Schwartz
DF5B2C3458664AB...

[Name] Adam Schwartz

[Title] CRO

[Date] March 7, 2024

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Service Schedule – "SPIDR Tech Product"

This Service Schedule No. 1is effective as of 02/28/2024 and is made by Norman Police Department ("Customer") and Versaterm Public Safety US, Inc. ("Versaterm"). This "Service Schedule" and its schedules (if applicable) are incorporated into that certain Master Software and Services Agreement dated [date], between Customer and Supplier ("MSA"). The terms and conditions that are specific to this Service Schedule are set forth hereinIn the event of a conflict between the provisions of this Service Schedule and the Master Agreement, the provisions of Section 2 a) of the MSA shall control such conflict. Capitalized terms herein will have the meanings set forth in the MSA, " or the "Definitions" as further defined below.

1. Service Schedule Information

1.1. Software/Subscription Service: SPIDR Tech – Insights, Investigations, & Patrol Modules

1.2. Authorized Users/Sworn Count: 184

1.3. Subscription Term: 12 Months

1.4. Fees:

Versaterm shall send invoices to Customer at the following e-mail address: Lisa.Tullius@NormanOK.gov

Should invoice email address change, Customer shall promptly notify Versaterm.

Quote Line Items

Product	Billing Type	Quantity	Sales Price	Discount (Percentage)	Total Price
Deployment and Installation: Three System Deployment	One-Time	1.00	USD 10,000.00		USD 10,000.00
Maintenance & Support	Recurring	1.00	USD 0.00		USD 0.00
SPIDR Platform: Insights Module	Recurring	184.00	USD 99.00	27.00%	USD 13,297.68
SPIDR Platform: Investigations Module	Recurring	184.00	USD 99.00	27.00%	USD 13,297.68
SPIDR Platform: Patrol Module	Recurring	184.00	USD 99.00	27.00%	USD 13,297.68

Totals

Quote Currency	USD	Discount	22.82%
Net Terms	Net 30	Grand Total	USD 49,893.04

The Fees indicated above may be subject to a price increase as per the MSA

2. License

2.1. Provision of the Service. Versaterm will provide Customer with access to Versaterm's proprietary service for the software modules specified in the Section 1 (collectively the "Service") in accordance with the terms and conditions of this Agreement. To access and

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use the Service, Customer is responsible at its own expense for obtaining its own internet access, and any hardware and software required therefor.

2.2. Grant of Rights. Subject to the terms and conditions of the Agreement, Versaterm hereby grants to Customer a limited, non-exclusive, non-transferable right to access and use the Service, solely for Customer's purposes during the Term. All rights not expressly granted to Customer are reserved by Versaterm and its licensors. There are no implied rights.

2.3. Versaterm SPIDR Tech Technology. In connection with providing the Service, Versaterm and its licensors shall operate and support the hosted environment used by Versaterm to provide the Service, including the Versaterm Technology, the server hardware, disk storage, firewall protection, server operating systems, management programs, web server programs, documentation and all other technology or information so used by Versaterm. As used herein, "Versaterm SPIDR Tech Technology" means all of Versaterm's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by Versaterm in providing the Service.

3. Service Level Agreement

This Section 3 describes the levels of service that the Customer will receive from Versaterm.

3.1. Up-time Availability. During the Term, Versaterm's API will be operational and available to the Customer at least 99.9% of the time in any calendar month. Note that even during API downtime (for whatever reason), once the API availability is re-established, Versaterm can receive "lost" data. The platform will generate and send any messages that can still be reasonably sent. This reduces the number of messages failed even during unexpected API outages.

3.2. Downtime. Customer agrees that from time to time the Service may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Versaterm may undertake from time to time; or (iii) causes beyond the control of Versaterm or which are not reasonably foreseeable by Versaterm, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures, or failures or issues experienced by the Hosting Contractors independent of and not related to the Service or Versaterm (collectively "Downtime"). Versaterm shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Customer in the event of any scheduled Downtime. Versaterm shall have no obligation during performance of such operations to mirror Customer Data on any other server or to transfer Customer Data to any other server. Versaterm shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the service in connection with Downtime, whether scheduled or not.

3.3. Support Services

Versaterm shall establish, sufficiently staff, and maintain the organization and processes necessary to provide telephone and/or email-based technical support,

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troubleshooting, error identification, isolation and remediation, and other assistance directly to the Customer and its authorized users.

Versaterm will provide the Customer with any resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Versaterm's other customers.

3.4. Response Times

Customer may raise a support issue with Versaterm – SPIDR Tech product group, by e-mailing support@spidrtech.com or phoning 877-746-8276. Versaterm shall endeavor to respond in a timely fashion.

Versaterm is deemed to have responded when it has replied to the Customer's initial request. This may be in the form of an email or telephone call, to either provide a solution, request further information, or propose an ETA for a solution.

Guaranteed initial response times depend on the priority of the item(s) affected and the severity of the issue. They are shown in the table below:

Issue Severity (see Severity Levels section, below)

	Critical	Severe	Medium	Minor
Priority 1	Immediate, but in no event to exceed 1 hour	1 hour	2 hours	1 business day
Priority 2	1 hour	2 hours	1 business day	2 business days*
Priority 3	2 hours	1 business day	2 business days*	2 business days*

** Issues of lower priority and lower severity may be transferred to our work queue backlog for later planning and prioritization.*

Response times apply on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Versaterm's obligations under the Service Schedule.

3.5. Severity levels

The severity levels shown in the table above are defined as follows:

a. Critical: Complete degradation — all users and critical functions affected. Item or service completely unavailable.

b. Severe: Significant degradation — a large number of users or critical functions affected.

c. Medium: Limited degradation — a limited number of users or functions affected. Business processes can continue.

d. Minor: Small degradation — few users or one user affected. Business processes can continue.

The following table are examples of support item types and priority levels:

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Item Type	Priority
Messaging correctness (content and recipients)	1
Messaging schedule and timeliness	2
Daily survey update emails	2
Administrative interface	3

3.6. Resolution times

Versaterm will always endeavor to resolve problems as swiftly as possible. It recognizes that the Customer's operational systems and community relationships are key to its mission and that any downtime can have significant consequences. However, Versaterm is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

For instance, it may be possible to resolve a critical API issue in minutes, simply by restarting the affected component(s). But if a system fails due to a persistent infrastructure fault (also classed as a critical issue) it may take longer to get back up and running. In all cases, Versaterm will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Customer.

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Versaterm Public Safety US, Inc.

By: DocuSigned by: Adam Schwartz DFBB2C5458064AB...

Name: [name of signer] Adam Schwartz

Title: [title of signer] CRO

Date: [date] March 7, 2024

Norman Police Department

By: _____

Name: [name of signer] DARREL L. PYLE

Title: [title of signer] CITY MANAGER

Date: [date] 3-4-24

File Attachments for Item:

7. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2324-39 SUBMITTED BY RCC TRAFFIC, L.L.C., FOR INSTALLED PAVEMENT MARKINGS FOR THE TRAFFIC CONTROL DIVISION AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: Katherine Coffin

PRESENTER: Dennis Davis, Traffic Control Supervisor

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2324-39 SUBMITTED BY RCC TRAFFIC, L.L.C., FOR INSTALLED PAVEMENT MARKINGS FOR THE TRAFFIC CONTROL DIVISION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Traffic Control Division is responsible for the installation and maintenance of pavement markings on more than 200 miles of public roadways within the corporate limits of the City of Norman. Four primary types of materials are utilized for this purpose; waterborne paint, thermoplastic, multi-polymer, and raised pavement markers. City forces concentrate most of their efforts on the application of waterborne paint while private contractors do the majority of the thermoplastic and multi-polymer markings, and all of the raised pavement markers.

City staff and equipment are used each year to provide pavement markings on approximately 100 miles of rural roadways as well as numerous crosswalks and stop bars in the urban area, including painted curbs at many of the intersections in the vicinity of the University of Oklahoma campus. This work is accomplished with an annual budget of $50,920 for materials (e.g., paint and glass beads), the salary and benefits of a four-person crew and the equipment cost associated with the use of one striping truck and one support vehicle.

The City has also been successful in securing federal funds through the Association of Central Oklahoma Governments that pay for 100% of the cost to stripe urban roadways over the past seven years. The typical project cost has been approximately $200,000, and has included the application of center lines, edge lines, crosswalks, stop bars, arrows, bicycle lanes and other markings on two to three miles of urban arterial roadways.

In addition, the City uses private striping contractors for the application of markings on most of the urban roadways and the higher volume rural streets. For instance, during the last twelve months, private contractors applied approximately 60,000 feet of four-inch wide stripe, 4,000 feet of 6-inch wide stripe, 1,600 feet of 24-inch wide stripe, nearly 100 left turn arrows and the removal of 25,000 feet of 4-inch stripe, for a total cost of approximately $65,000. The total estimated value of the pavement markings that have been applied throughout the City exceeds

$2.5 million. Depending on the material, applications can last anywhere between one and six years. The attached maps depict the roadways that are currently striped in the City.

DISCUSSION:

In order to expedite and streamline the process involved in the application of markings by private contractors, staff developed specifications for an annual contract that gives the Public Works Department a dependable source for the installation of markings at guaranteed unit prices. This item asks Council to consider awarding a bid for the accomplishment of this work for the remainder of fiscal year 2023-2024 and the first half of next fiscal year.

The specifications have two distinct sections: Section I for the installation of thermoplastic and multi-polymer markings, and for the removal of existing pavement markings; and Section II for the installation of raised pavement markers. Bidders were asked to submit unit prices on individual items within each section based upon the estimated quantities that were provided.

Bid 2324-39 was opened on Thursday, February 15, 2024, and will provide contractors that can be available to install thermoplastic and multi-polymer striping and raised pavement markers to the City on an as-needed basis. Bids were received from two of the six companies who were sent bid packages. The low bidder for Section I, Thermoplastic and Multi-Polymer Pavement Markings and for Section II, Raised Pavement Markers, is RCC Traffic, LLC, of Oklahoma City, OK.

Staff will closely monitor expenditures for these items, and will adjust quantities as necessary to remain within the budgeted amount. Most of these contracted pavement markings will be installed at locations where markings no longer have night-time retro-reflectivity. Specific locations will be chosen based on the level of wear, winter time damage due to snow plowing operations, and the amount of supplemental funding secured through the Association of Central Oklahoma Governments (ACOG). The majority of the work will be completed during the months of May through October of 2024.

The following funds are currently available in FYE 2024 and anticipated in FYE 2025:

FYE 2024:

$90,686 - General Fund, Pavement Marking (10550223-44235)

$100,000 - Capital Fund, Street Striping (50594406-46101; project TC-0270)

Proposed for FYE 2025:

$90,686 - General Fund, Pavement Marking (10550223-44235)

$100,000 in Capital Fund, Street Striping (50594406-46101; project TC-0270)

Other Departments and Divisions in the City use the services of the selected contractor to apply markings after a street overlay or a water line installation.

RECOMMENDATION:

Staff recommends that Bid 2324-39 (Sections I and II) be awarded to RCC Traffic, LLC, (Oklahoma City, Oklahoma) as the lowest bidder meeting specifications.

CITY OF NORMAN
Office of the Purchasing Division
Norman, Oklahoma

INVITATION TO BID #2324-39

The City of Norman, Oklahoma **will** open sealed bids in the Conference Room of City of Norman, 225 N. Webster Avenue on the below listed item at 2:00 P.M. on Thursday, February 15, 2024.

Hot Applied Thermoplastic Pavement Markings and
Multi-Polymer Pavement Markings and Raised Pavement Marker Installation

All bids **must** be in the Office of the Purchasing Division, 225 N. Webster Ave., Norman, Oklahoma, 73069, **BEFORE THE FINAL CLOSING HOUR** as shown on the Invitation to Bid. If bid is mailed, to be considered it **should** be addressed as follows: Attention: Purchasing Division, Opening of Bids, City of Norman, P. O. Box 370, Norman, Oklahoma, 73070. In addition, the bid envelope **should** be plainly marked on both sides indicating the bid number.

The unit price **must** be stated on all items and all totals extended, if required. **BIDDER GUARANTEES UNIT PRICES TO BE CORRECT**. To receive consideration, bids **must** be submitted on the City of Norman "Form for Bidders" and "Bidders Proposal" (if applicable), which are hereby made part of this Invitation to Bid.

Alternate bids **may** be considered. If bidding an alternate, so state on the face of the Form for Bidders and fully describe the merchandise and include Manufacturer's literature. Unless the bidder identifies on the Form for Bidders that an alternate is being bid, the vendor **will** be expected to deliver merchandise as specified. Alternate bids **shall** not be submitted to circumvent the specifications.

The Affairs of the City of Norman, whether in the conduct of its governmental or proprietary functions, involve the health, safety, and welfare of the public; and because the item(s) specified are necessary and proper for the conduct of said affairs, any delay in the delivery of the item(s) being bid can jeopardize the health, safety, and welfare of the public, and can result in the incurring of additional expenses to the City. For these reasons, it is understood by the bidder the date of delivery of the item(s) being bid herein is considered to be an integral part of this bid and **may** be considered in awarding the contract.

Discount and delivery date **must** be plainly stated on the Form for Bidders and Bidders Proposal. Use ink pen or typewriter in filling in quotation and initial any corrections. Bid and Affidavit **must** be signed in ink by an authorized representative of the company making the bid. ***Bidders should submit one original and one duplicate Form for Bidders and Proposals.*** All bids **will** be awarded by Section or Sections whichever is in the best interest of the City. Any bidder who fails to return the third consecutive invitation **will** be removed from the bid list. If the above procedures are not followed, bids **may** be disqualified. The right is reserved by the City to reject any or all bids or parts of bids. All bids are public records and are available during regular office hours

CITY OF NORMAN
Office of the Purchasing Division
Norman, Oklahoma

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CONTRACT PROPOSAL

2/15/ 2024

Purchasing Agent
City of Norman
PO Box 370
Norman, OK 73070

Dear Purchasing Agent:

The undersigned proposes to furnish by contract the following supplies, f.o.b., Norman, Oklahoma, on an as needed basis ready for immediate use as follows:

HOT APPLIED THERMOPLASTIC AND MULTI-POLYMER PAVEMENT MARKINGS AND RAISED PAVEMENT MARKER INSTALLATION

And according to the following specifications:

BIDDER SHALL RESPOND IN BIDDER'S PROPOSAL

GENERAL

BIDDER'S PROPOSAL

The Oklahoma Department of Transportation (ODOT) Standard Specifications for Highways Construction, 2009 Edition and any subsequent supplements shall apply.

The work shall consist of furnishing and applying necessary to produce thermoplastic and multi-polymer pavement markings and raised pavement markers on the roadway in accordance with these specifications and in reasonably close conformity with locations, lines dimensions and color as requested by the City of Norman. The work shall also consist of the proper removal of old pavement markings, as well as, the removal and reinstallation of raised pavement markers. **All assignments shall be performed in a professional workmanlike manner. So as not to impede rush hour traffic, no work shall be performed between 7:30am until 8:30am or any other hours that may be deemed necessary depending upon project location, as determined by the City of Norman.** Total amount of contract is estimated at no less than $100,000.00 per fiscal year.

MATERIALS, EQUIPMENT AND CONSTRUCTION METHODS

Plastic Pavement Markings, SPFHC Section 855 and ODOT Special Provisions for Plastic Traffic Stripe shall apply.

Multi-polymer Pavement Markings, SPFC Section 856 and ODOT Special Provision for Multi-polymer Pavement Traffic Stripe shall apply.

SURFACE PREPARATION

On existing pavements and when removal of existing pavement markings is required, remove existing pavement markings in accordance with SPFHC Section 805 – Removal of Pavement Markings. Remove loose particles, dirt, tar, grease, residue of previous pavement markings and other deleterious material from surfaces to be striped. Removal shall take place the same day the pavement markings are to be applied.

TEMPORARY TRAFFIC CONTROL (TTC)

Appropriate advance warning signs and other TTC devices shall be installed prior to beginning assignments as necessary or required. A temporary traffic control plan shall be submitted to the City Transportation Engineer a minimum of 72 hours prior to the beginning of any work.

METHOD OF MEASUREMENT

Stripe will be measured by the linear foot of 4 inch, 6 inch, 8 inch, 12 inch or 24 inch wide traffic stripe material actually installed. Arrows, words, and symbols installed will be measured by each unit.

APPLICATION SCHEDULE

Weather permitting; each assignment shall be completed within 30 days after an assignment is received from the City of Norman. The City of Norman assures that striping assignments will total a minimum amount of $3,500.00.

CONTRACT PERIOD

Date approved by the City Council until December 31, 2024 or until 30 days after notice has been given by the City of Norman of its desire to terminate the contract.

***Estimated quantities shown are for information only and are not to be construed as actual amounts to be purchased.**

SECTION 1

PAVEMENT MARKINGS	**PLASTIC** Unit Bid Price	**Estimated Quantity**	**MULTI-POLYMER** Unit Bid Price
• White (W) / Yellow (Y)			
A. 4 inch wide W/Y line per linear foot	$ .70	70,000 LF	$ .70
B. 4 inch wide black line per linear foot	$ —	10,000 LF	$ 3.00
C. 6 inch wide W/Y line per linear foot	$ 1.00	40,000 LF	$ 1.50
D. 6 inch wide black line per linear foot	$ —	10,000 LF	$ 5.00
E. 8 inch wide W/Y line per linear foot	$ 1.25	3,000 LF	$ 2.00
F. 12 inch wide W/Y line per linear foot	$ 2.50	500 LF	$ 3.00
G. 24 inch wide white line per linear foot	$ 6.00	4,000 LF	$ 6.00
H. ONLY 8ft. x 5.9ft. (MUTCD Fig. 3B-23)	$ 125.00	10 EA	$ 125.00
I. Grade Crossing (RXR) 8ft. x 20ft. (MUTCD Fig. 8B-7(A))	$ 400.00	10 EA	$ 400.00
J. Turn Lane-Use Arrow 8ft. (MUTCD Fig. 3B-24(B) full-sized)	$ 75.00	60 EA	$ 75.00
K. Through Lane-Use Arrow 9.5ft. (MUTCD Fig. 3B-24(A) full-sized)	$ 75.00	10 EA	$ 75.00
L. Turn and Through Lane-Use Arrow 12.75ft. (MUTCD Fig. 3B(C) full-sized)	$ 150.00	10 EA	$ 150.00
M. Speed Hump Marking (MUTCD Fig. 3B-29(A))	$ 75.00	100 EA	$ 75.00
N. Bicycle Lane Marking (MUTCD Fig. 9C-3(A), Bike Symbol)	$ 250.00	60 EA	$ 250.00
O. Shared Lane Marking (MUTCD Fig. 9C-9)	$ 250.00	40 EA	$ 250.00
P. Yield Line Marking 12in. x 18in. segment (MUTCD Fig. 3B-16(a))	$ 25.00	60 EA	$ 25.00

Q. Yield Line Marking 24in. x 36in. segment (MUTCD Fig. 3B-16(b))	$ 50.00	30 EA	$ 50.00
R. Two-Lane SCHOOL Marking (MUTCD Fig.7C-1)	$ 375.00	4 EA	$ 750.00

THERMOPLASTIC REMOVAL

Cleanup and proper disposal of debris is the responsibility of the contractor.	**PLASTIC** Unit Bid Price	**Estimated Quantity**	**MULTI-POLYMER** Unit Bid Price
S. Removal of pavement markings based on a 4" wide line per linear foot	$ .65	75,000 LF	$ .65
T. Removal of "Arrow" pavement marking symbol	$ 25.00	50 EA	$ 25.00
U. Removal of "Only" pavement marking legend	$ 25.00	20 EA	$ 25.00

SECTION II
RAISED PAVEMENT MARKERS

A. Installation of Ennis-Flint Lens Cradle Casting, Model 201 and retro-reflective marker lens, or approved equal	$ —	400 EA	$ 100.00
B. Replacement of retro-reflective marker lens in model 201	$ —	50 EA	$ 20.00

If awarded this contract on the basis of the above bid, we agree to provide all materials to the City of Norman within the delivery time specified as soon as the contract is awarded.

The bidder guarantees the bid prices for 45 days subsequent to the date of the bid; or if awarded, according to the expiration of the contract.

Signed: _____

By: Shane Allen

Address: 3101 NE 63rd St

City / State: OKC, OK

Zip: 73121

Telephone: 405. 478. 9900

Any exceptions to the specifications must be clearly detailed and described. In the event clarification of specifications is required, please contact:

Dennis Davis
Traffic Control Supervisor
PO Box 370
Norman, OK 73070
Office: 405-329-0528
Direct: 405-307-7241

Bid Document Addition:

To be added to section 108 of the standard bid document:

108.08 – PAYMENT TERMS

The City shall complete payment within 30 days of invoice receipt.

Contract Document Addition:

Payment terms – to be added to contract paragraph numbered as "2)" that addresses payments:

The City shall complete payment to the CONTRACTOR within 30 days of invoice receipt.

Purchase of materials for City Project – to be added where appropriate:

Materials and/or services purchases by CONTRACTOR in connection with the City project shall be subject to the payment of City ~~exempt from~~ sales tax. If the CONTRACTOR is appointed to be an agent of the City by City Council resolution, thereby exempting material purchases for the project from the payment of City sales tax, CONTRACTOR shall certify, in writing, on the copy of the invoice or sales ticket to be retained by said CONTRACTOR that the purchases are made for and on behalf of the City in accordance with 68 O.S. 1356, paragraph 10.

NOTICE TO BIDDERS / RFP RECIPIENTS

When submitting bids or responses to RFPs, corporate entities are required to comply with State law regarding authorized signatures.

State statute requires that bids/RFPs "be signed by the chair or vice chair of the Board of Directors, or the President, or by a Vice President, and attested by the Secretary or an Assistant Secretary; or by officers as may be duly authorized to exercise the duties...." 18 O.S. § 1007.A.2

However, if some other official with the corporation, such as a secretary signing a document, such signature needs to be accompanied by a certificate or a copy of a resolution adopted by the Board setting forth the authority of that individual to execute a contract.

With respect to limited liability corporations, every manager is an agent of the company for the purpose of business and binds the limited liability company. Therefore, instruments and documents shall be valid and binding upon the limited liability company if executed by one or more of its managers. 18 O.S. § 2019A

As set forth above when submitting bids and RFPs, certification adhering to the state statutes should accompany documents being turned in for review.

AFFIDAVIT OF NON-COLLUSION

STATE OF OK)

COUNTY OF OK)ss

_____, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor 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 award of a contract pursuant to this bid.

RCC Traffic, LLC
Bidder

By: _____

Subscribed and sworn to before me on this 15th day of Feb, 2024

_____

KRISTA ASKEW
Notary Public, State of Oklahoma
Commission # 21014392
My Commission Expires 11-02-2025

My Commission Expires 11/2/25

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:

A. The contractor 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 Contractor 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 Contractor 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.

B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor 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 Contractor.

C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by their requirements.

Contractor

ATTEST:

Name and Title

Logan Green

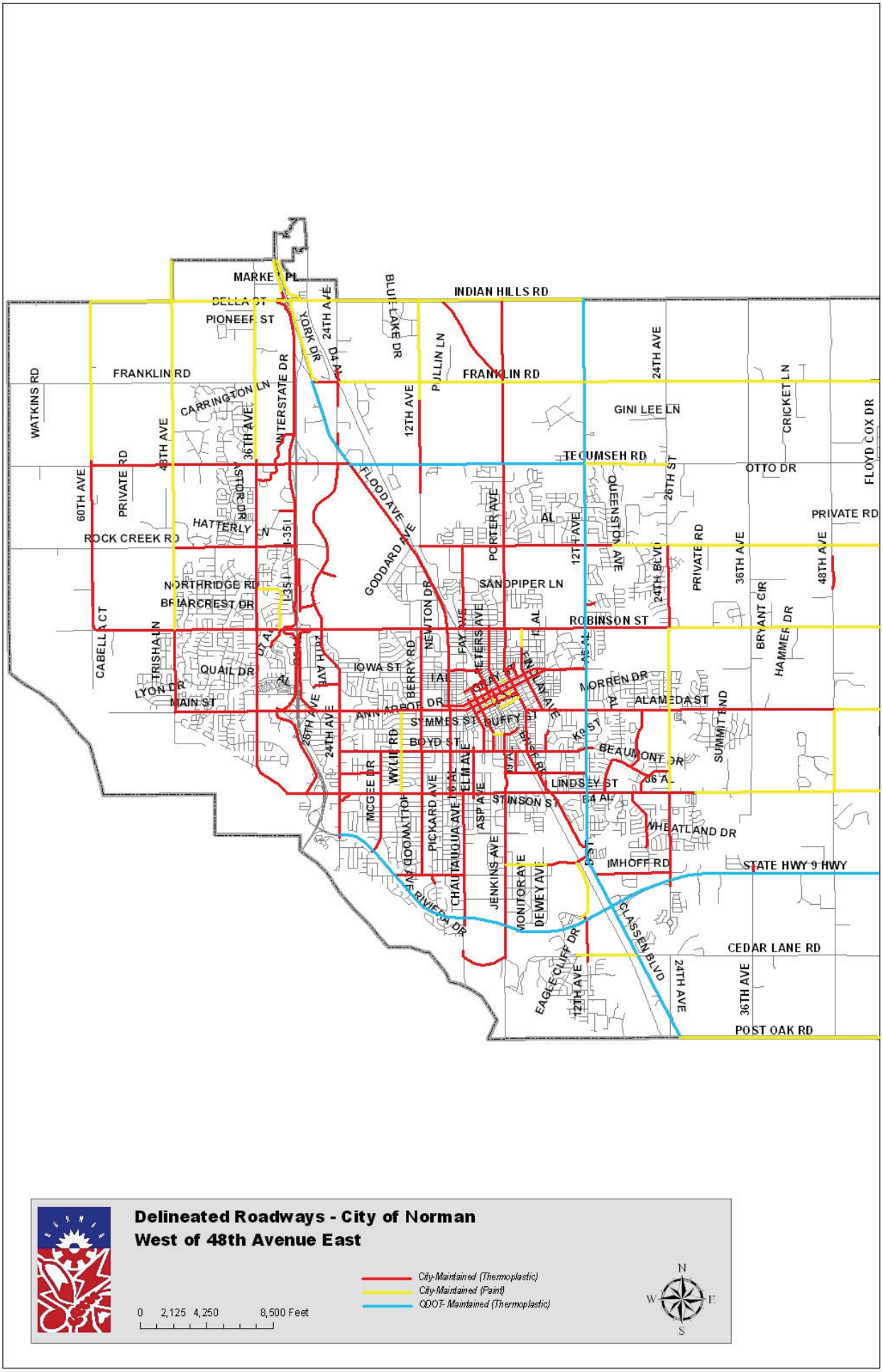
Ops. Manager

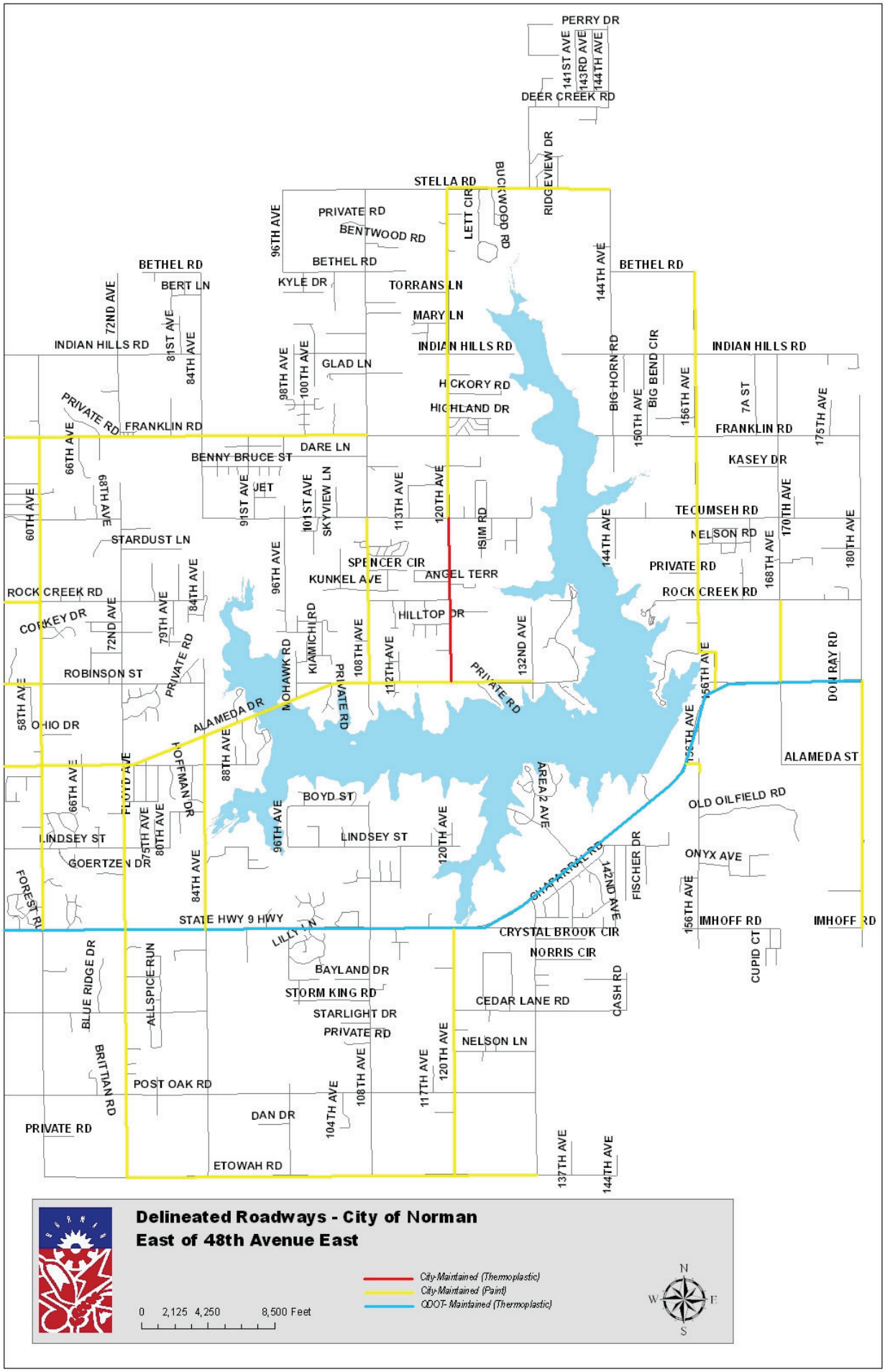
SECTION ONE - PAVEMENT MARKINGS #2324-39

			Action Safety Supply Oklahoma City, OK				RCC Traffic, LLC (Rudy) Oklahoma City, OK				Direct Traffic Control, Inc. Okahoma City, OK		RoadSafe Traffic Systems, Inc. Oklahoma City, OK		sharonp@ eplanning.com		bids@aw-inc..com	
			Plastic		Multi-Polymer		Plastic		Multi-Polymer		Plastic	Multi-Polymer	Plastic	Multi-Polymer	Plastic	Multi-Polymer	Plastic	Multi-Polymer
	ITEM	ESTIMATED QUANTITY	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	Pavement Markings																	
A.	4" Wide W / Y Line (LF)	70,000	$0.95	$66,500.00	$0.75	$52,500.00	$0.70	$49,000.00	$0.70	$49,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
B.	4" Wide Black Line (LF)	10,000	NA	NA	$8.00	$80,000.00	NA	NA	$3.00	$30,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
C.	6" Wide W / Y Line (LF)	40,000	$1.25	$50,000.00	$0.85	$34,000.00	$1.00	$40,000.00	$1.50	$60,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
D.	6" Wide Black Line (LF)	10,000	NA	NA	$2.00	$20,000.00	NA	NA	$5.00	$50,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
E.	8" Wide W / Y Line (LF)	3,000	$1.85	$5,550.00	$1.85	$5,550.00	$1.25	$3,750.00	$2.00	$6,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
F.	12" Wide W / Y Line (LF)	500	$2.00	$1,000.00	$2.00	$1,000.00	$2.50	$1,250.00	$3.00	$1,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
G.	24" Wide White Line (LF)	4,000	$10.00	$40,000.00	$10.00	$40,000.00	$6.00	$24,000.00	$6.00	$24,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
H.	ONLY 8ft. X 5.9ft. (EA)	10	$40.00	$400.00	$40.00	$400.00	$125.00	$1,250.00	$125.00	$1,250.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
I.	Grade Crossing (RXR)	10	$250.00	$2,500.00	$250.00	$2,500.00	$400.00	$4,000.00	$400.00	$4,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
J.	Turn Lane-Use Arrow (EA)	60	$55.00	$3,300.00	$55.00	$3,300.00	$75.00	$4,500.00	$75.00	$4,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
K.	Through Lane-Use Arrow (EA)	10	$55.00	$550.00	$55.00	$550.00	$75.00	$750.00	$75.00	$750.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
L.	Turn and Through Lane-Use Arrow (EA)	10	$60.00	$600.00	$60.00	$600.00	$150.00	$1,500.00	$150.00	$1,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
M.	Speed Hump Marking (EA)	100	$125.00	$12,500.00	$125.00	$12,500.00	$75.00	$7,500.00	$75.00	$7,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
N.	Bicycle Lane Marking (EA)	60	$150.00	$9,000.00	$150.00	$9,000.00	$250.00	$15,000.00	$250.00	$15,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
O.	Shared Lane Marking (EA)	40	$150.00	$6,000.00	$150.00	$6,000.00	$250.00	$10,000.00	$250.00	$10,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
P.	Yield Line Marking (EA) 12 in. X 18 in.	60	$20.00	$1,200.00	$20.00	$1,200.00	$25.00	$1,500.00	$25.00	$1,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Q.	Yield Line Marking (EA) 24 in. X 36 in.	30	$25.00	$750.00	$25.00	$750.00	$50.00	$1,500.00	$50.00	$1,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
R.	Two Lane SCHOOL Marking	4	$310.00	$1,240.00	$310.00	$1,240.00	$375.00	$1,500.00	$750.00	$3,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Thermoplastic Removal	(Cleanup and proper disposal of debris is the responsibility of the contractor.)																
S.	Removal of pavement markings based on a 4" wide line per linear foot	75,000	$0.85	$63,750.00	$0.85	$63,750.00	$0.65	$48,750.00	$0.65	$48,750.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
T.	Removal of "Arrow" pavement marking symbol	50	$20.00	$1,000.00	$20.00	$1,000.00	$25.00	$1,250.00	$25.00	$1,250.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
U.	Removal of "Only" pavement marking legend	20	$20.00	$400.00	$20.00	$400.00	$25.00	$500.00	$25.00	$500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	GRAND TOTAL			**$266,240.00**		**$336,240.00**		**$217,500.00**		**$321,500.00**								

SECTION TWO - RAISED PAVEMENT MARKERS - CLASS C BID 2324-39

		ACTION SAFETY SUPPLY Oklahoma City, OK				RCC Traffic, LLC Oklahoma City, OK (Rudy Construction)				DIRECT TRAFFIC CONTROL, INC.				Roadsafe Traffic Systems, Inc. Oklahoma City, OK				sharonp@eplannng.com				bids@aw-inc.com			
	0	Plastic		Multi-Polymer		Plastic		Multi-Polymer		Plastic		Multi-Polymer		Plastic		Multi-Polymer		Plastic		Multi-Polymer		Plastic		Multi-Polymer	
ITEM	QUANTITY	PRICE				PRICE				NO BID				NO BID				NO BID				NO BID			
A.) Installation of Ennis-Flint Model 201	400			$100.00	$40,000.00			$100.00	$40,000.00	NO BID		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	
B.) Replacement of lens Ennis-Flint Model 201	50			$20.00	$1,000.00			$20.00	$1,000.00	NO BID		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	
GRAND TOTAL			$0.00				$0.00																		


INDIAN HILLS RD
FRANKLIN RD
WATKINS RD
CARRINGTON LN
INTERSTATE DR
YORK DR
24TH AVE
BLUE LAKE DR
PULLIN LN
12TH AVE
GINI LEE LN
CRICKET LN
FLOYD COX DR
TECUMSEH RD
OTTO DR
48TH AVE
36TH AVE
PRIVATE RD
60TH AVE
ROCK CREEK RD
HATTERLY LN
FLOOD AVE
GODDARD AVE
PORTER AVE
QUEENSTON AVE
26TH ST
12TH AVE
24TH BLVD
NORTHRIDGE RD
BRIARCREST DR
SANDPIPER LN
NEWTON DR
FAY AVE
PETERS AVE
ROBINSON ST
BRYANT CIR
HAMMER DR
CABELLA CT
TRISHAIN
QUAIL DR
LYON DR
IOWA ST
BERRY RD
MAIN ST
ANN ARBOR DR
MORREN DR
ALAMEDA ST
STIMMES ST
DUFFY ST
BOYD ST
WYLIE RD
MCGEE DR
ELM AVE
ASP AVE
BEAUMONT DR
SUMMIT END
LINDSEY ST
STINSON ST
WHEATLAND DR
IMHOFF RD
STATE HWY 9 HWY
PICKARD AVE
CHAUTAUQUA AVE
JENKINS AVE
MONITOR AVE
DEWEY AVE
RIVIERA DR
CLASSEN BLVD
EAGLECLIFF DR
CEDAR LANE RD
POST OAK RD
Delineated Roadways - City of Norman
West of 48th Avenue East
City-Maintained (Thermoplastic)
City-Maintained (Paint)
ODOT- Maintained (Thermoplastic)
0 2,125 4,250 8,500 Feet
N
W
E
S


PERRY DR
141ST AVE
143RD AVE
144TH AVE
DEER CREEK RD
RIDGEVIEW DR
STELLA RD
BUCKWOOD RD
LETT CIR
PRIVATE RD
BENTWOOD RD
96TH AVE
BETHEL RD
BERT LN
KYLE DR
TORRANS LN
MARY LN
144TH AVE
BETHEL RD
72ND AVE
81ST AVE
84TH AVE
INDIAN HILLS RD
98TH AVE
100TH AVE
GLAD LN
HICKORY RD
HIGHLAND DR
BIG HORN RD
BIG BEND CIR
150TH AVE
156TH AVE
7A ST
175TH AVE
INDIAN HILLS RD
PRIVATE RD
FRANKLIN RD
66TH AVE
DARE LN
BENNY BRUCE ST
91ST AVE
JET
101ST AVE
SKYVIEW LN
113TH AVE
120TH AVE
ISIM RD
FRANKLIN RD
KASEY DR
60TH AVE
68TH AVE
STARDUST LN
TECUMSEH RD
NELSON RD
170TH AVE
180TH AVE
SPENCER CIR
ANGEL TERR
KUNKEL AVE
144TH AVE
PRIVATE RD
168TH AVE
ROCK CREEK RD
96TH AVE
84TH AVE
ROCK CREEK RD
CORKEY DR
72ND AVE
79TH AVE
HILLTOP DR
KIAMICHI RD
108TH AVE
112TH AVE
132ND AVE
PRIVATE RD
DON RAY RD
ROBINSON ST
PRIVATE RD
MOHAWK RD
156TH AVE
58TH AVE
OHIO DR
ALAMEDA DR
88TH AVE
156TH AVE
ALAMEDA ST
FLOYD AVE
HOFFMAN RD
66TH AVE
AREA 2 AVE
OLD OILFIELD RD
BOYD ST
75TH AVE
80TH AVE
96TH AVE
120TH AVE
LINDSEY ST
LINDSEY ST
ONYX AVE
GOERTZEN DR
CHAPARRAL RD
142ND AVE
FISCHER DR
84TH AVE
FOREST RI
STATE HWY 9 HWY
LILLY LN
156TH AVE
IMHOFF RD
IMHOFF RD
CRYSTAL BROOK CIR
NORRIS CIR
CUPID CT
BLUE RIDGE DR
ALLSPICE RUN
BAYLAND DR
STORM KING RD
CEDAR LANE RD
CASH RD
STARLIGHT DR
PRIVATE RD
NELSON LN
BRITTAN RD
POST OAK RD
108TH AVE
117TH AVE
120TH AVE
104TH AVE
DAN DR
PRIVATE RD
ETOWAH RD
137TH AVE
144TH AVE
Delineated Roadways - City of Norman
East of 48th Avenue East
City-Maintained (Thermoplastic)
City-Maintained (Paint)
ODOT-Maintained (Thermoplastic)
0 2,125 4,250 8,500 Feet
N
W
E
S

File Attachments for Item:

8. CONSIDERATION OF ADOPTION, REJECTION, ADMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2324-3: SUBMITTED BY CINDY BARBADILLO TRINIDAD IN THE AGREED SETTLEMENT AMOUNT OF $14,000 FOR DAMAGE TO HER VEHICLE, MEDICAL EXPENSES, AND PAIN AND SUFFERING AS A RESULT OF AN ACCIDENT WITH A CITY UTILITIES VEHICLE AT CLASSEN BOULEVARD AND LOIS STREET.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: AshLynn Wilkerson, Assistant City Attorney

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, ADMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2324-3: SUBMITTED BY CINDY BARBADILLO TRINIDAD IN THE AGREED SETTLEMENT AMOUNT OF $14,000 FOR DAMAGE TO HER VEHICLE, MEDICAL EXPENSES, AND PAIN AND SUFFERING AS A RESULT OF AN ACCIDENT WITH A CITY UTILITIES VEHICLE AT CLASSEN BOULEVARD AND LOIS STREET.

BACKGROUND:

A claim was filed by Cindy Barbadillo Trinidad, through her attorney Bryan Garrett, for vehicle damage, medical expenses, and pain and suffering that occurred when her vehicle was struck by a City Utilities Department vehicle on November 13, 2023, near the intersection of Classen Boulevard and Lois Street.

DISCUSSION:

This incident was investigated by City staff who found on November 13, 2023, a City Utilities Department employee was driving her City vehicle southbound on Classen Boulevard. As she neared the intersection of Lois Street, the City employee observed the vehicle in front of her suddenly and unexpectedly apply their brakes. The employee attempted to change lanes to avoid striking the stopped vehicle, however she subsequently struck Claimant's vehicle that was traveling in the other lane. Neither driver received emergency medical services and both vehicles were able to be driven from the scene of the incident. The collision was later classified as preventable and the employee was issued a traffic citation by the responding police officer.

Claimant provided three (3) repair estimates for her 2006 Toyota Corolla with the lowest estimate being $3,504.03. Claimant also provided medical bills totaling $6,995, representing treatment she sought for aches and pains from November 14 through December 1, 2023. This brings total expenses to $10,499.03.

Claimant's "Tort Claim Notice" requested compensation for this incident in the amount of $175,000. After City Attorney staff discussed this matter with Claimant's attorney, an agreement was reached to settle all claims in this action (property, medical, pain and suffering) in the total

amount of $14,000. The City Attorney's office now presents this item to City Council for consideration of the proposed settlement.

RECOMMENDATION:

Based on the above and foregoing, it is the recommendation of the City Attorney's Office that the claim of Cindy Barbadillo Trinidad, through her attorney Bryan Garrett, in the agreed settlement amount of $14,000, as set forth above be approved. Adequate funds to pay this settlement are available in the Risk Management – Special Claims account (43122351-44724).

BG BRYAN GARRETT PLLC
ATTORNEY

119 N. Robinson, Suite 650
OKC, OK 73102
405.839.8424 (t)
888.261.7270 (f)
bgarrettlaw.com
bryan@bgarrettlaw.com

November 22, 2023

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Norman City Clerk
PO Box 370
Norman, OK 73070

Norman City Clerk
201 W. Gray
Norman, OK 73069

Norman City Attorney
PO Box 370
Norman, OK 73070

ATTENTION: TORT CLAIM NOTICE!

To Whom It May Concern:

Please accept this letter as the tort claim notice for Cindy M. Barbadillo Trinidad as set forth below:

DATE OF CLAIM
November 13, 2023

TIME OF CLAIM
2:57pm

PLACE OF CLAIM
Classen Blvd. at Lois St., Norman, OK

CIRCUMSTANCES OF CLAIM
Cindy Trinidad was southbound in the outside lane of Classen Blvd. City of Norman employee, Anne Marie Jennings, was southbound in the inside lane of Classen Blvd. Jennings made changed lanes unsafely into the lane/vehicle of Trinidad causing the collision. Jennings received a citation for failure to devote time and attention. See attached police report.

AMOUNT OF COMPENSATION
$175,000.00 or the amount of any applicable insurance policy, whichever is greater.

FILED IN THE OFFICE OF THE CITY CLERK ON 11/27/23

CLAIMANT INFORMATION
Cindy M. Barbadillo Trinidad

AGENT (ATTORNEY) AUTHORIZED TO SETTLE CLAIM
Bryan Garrett, Attorney
119 N. Robinson Ave., Suite 650
Oklahoma City, OK 73102
405-839-8424
bryan@bgarrettlaw.com
1-888-261-7270 (fax)

MEDICARE SECONDARY REPORTING REQUIREMENTS
See enclosed CMS Reporting Form

OTHER INFORMATION
You are hereby directed to preserve all cell phones in the possession of Anne Marie Jennings at the time of the crash, all drug/alcohol test results, all onboard data recording devices from the vehicle she was driving, all incident reports, all written statements pertaining to the incident, all related photos (including scene photos), all investigative materials, and all other information which is, or could be considered, related to the subject vehicle crash. Failure to do so will be deemed spoliation of the evidence.

I look forward to receiving your response. Thank you.

With regards,

BRYAN G. GARRETT
bryan@bgarrettlaw.com

Date: 11/30/2023 10 AM
Estimate ID: 1867
Estimate Version: 0
Preliminary
Profile ID: * Mitchell

MacArthur Auto Center

3030 N MacArthur Blvd., Oklahoma City, OK 73127
(405) 943-0191
Fax: (405) 943-2148
Email: MikeDo1206@gmail.com

Damage Assessed By: Mike DO
Classification: None

Deductible: UNKNOWN

Owner: CINDY TRINIDAD
Telephone:
Cell Phone: (405) 708-8814

Mitchell Service: 911754

Description: 2006 Toyota Corolla CE
Body Style: 4D Sed
Drive Train: 1.8L Inj 4 Cyl 4A FWD
VIN: 1NXBR32E96Z717227
OEM/ALT: O
Search Code: None
Options: PASSENGER AIRBAG, POWER STEERING, REAR WINDOW DEFOGGER, AIR CONDITION
TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, CD PLAYER
POWER ADJUSTABLE EXTERIOR MIRROR, AUTOMATIC TRANSMISSION, FIRST ROW BUCKET SEAT
CLOTH SEAT, AUTOMATIC HEADLIGHTS, DAYTIME RUNNING LIGHTS, REAR BENCH SEAT

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount		Labor Units	
1	100027	BDY	OVERHAUL	Frt Bumper Cover Assy				1.8	#
2	102342	BDY	REPAIR	Frt Bumper Cover	Existing			2.5*	#
3	AUTO	REF	REFINISH	Frt Bumper Cover			C	2.5	
4	100223	BDY	REMOVE/REPLACE	L Fender Panel	** QUAL REPL PART	179.00	*	1.5	#
5	AUTO	REF	REFINISH	L Fender Outside			C	2.0	
6	AUTO	REF	REFINISH	L Add To Edge Fender			C	0.5	
7	100403	BDY	REMOVE/REPLACE	Wheel 2@125.00	Qual Recycled Part	250.00	*	0.6	r
8	102467	BDY	REMOVE/REPLACE	Wheel Cover 2@133.81	42621-AB100	267.62			
9	931104	MCH	ALIGN	Front End Alignment	Sublet	79.99	*	0.0*	
10	101167	BDY	REPAIR	L Frt Door Shell	Existing			5.0*	#
11	AUTO	REF	REFINISH	L Frt Door Outside			C	1.7	
12	101177	BDY	REMOVE/INSTALL	L Frt Otr Door Belt Moulding				0.2	
13	101179	BDY	REMOVE/INSTALL	L Frt Door Mirror				0.7	#
14	101185	BDY	REMOVE/REPLACE	L Frt Door Power Mirror Assy	** QUAL REPL PART	185.95	*	INC	#
15	AUTO	BDY	REMOVE/INSTALL	L Frt Door Trim Panel				INC	
16	101203	BDY	REPAIR	L Frt Door Adhesive Moulding	Existing			0.5*	
17	101310	BDY	REMOVE/INSTALL	L Frt Otr Door Handle				0.4	
18	101432	BDY	REPAIR	L Rear Door Shell	Existing			4.0*	
19	AUTO	REF	REFINISH	L Rear Door Outside			C	1.6	
20	101442	BDY	REMOVE/INSTALL	L Rear Otr Door Belt Moulding				0.3	
21	101448	BDY	REPAIR	L Rear Door Adhesive Moulding	Existing			0.5*	
22	101536	BDY	REMOVE/INSTALL	L Rear Otr Door Handle				0.4	
23	936008		ADD'L COST	Paint/Materials		525.00	*		
24	936012		ADD'L COST	Hazardous Waste Disposal		5.00	*		
25	936014		ADD'L COST	Flex Additive		10.00	*		
26	933002	REF	ADD'L OPR	Clear Coat		50.00	*	2.2*	
27	933018	REF	ADD'L OPR	Mask For Overspray		8.00	*		

ESTIMATE RECALL NUMBER: 11/30/2023 10:30:09 1867
Mitchell Data Version: NOV_22_V
Software Version: 7.1.242

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Date: 11/30/2023 10 AM
Estimate ID: 1867
Estimate Version: 0
Preliminary
Profile ID: * Mitchell

* - Judgment Item
# - Labor Note Applies
C - Included in Clear Coat Calc
r - CEG R&R Time Used For This Labor Operation

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	
Body	18.4	63.00	0.00	0.00	1,159.20	T
Refinish	10.5	63.00	58.00	0.00	719.50	T
Mechanical	0.0	120.00	0.00	79.99	79.99	T
Taxable Labor					1,958.69	
Labor Summary	28.9				1,958.69	

II. Part Replacement Summary			Amount
Taxable Parts			882.57
Sales Tax	@	8.630%	76.17
Total Replacement Parts Amount			958.74

III. Additional Costs			Amount
Taxable Costs			540.00
Sales Tax	@	8.630%	46.60
Total Additional Costs			586.60

IV. Adjustments	Amount
Customer Responsibility	0.00

I.	Total Labor:	1,958.69
II.	Total Replacement Parts:	958.74
III.	Total Additional Costs:	586.60
	Gross Total:	3,504.03
IV.	Total Adjustments:	0.00
	Net Total:	3,504.03

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

ESTIMATE RECALL NUMBER: 11/30/2023 10:30:09 1867
Mitchell Data Version: NOV_22_V
Software Version: 7.1.242

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Patient History - Summary

THE BROOKS CLINIC

By Date
All Date ranges
All Providers
Show last billed date
Open Items Only

Chart #: 13051
Patient Name: TRINIDAD,CINDY
Address:
City, State, Zip:

Home Phone:
Office Phone:
Resp. Party: TRINIDAD,CINDY
Resp. Acct# 197203

U	Code	Source	I	B	Service Date	Prov	Visit#/ Check#	Charge Amount	Paid/ Applied	Patient Balance	Insurance Balance	Total Balance	Last Billed Carrier	Date Billed	Resp Party This Charge
	J3301		Y	N	11/14/2023	AGERSH	655105	$50.00	$0.00	$0.00	$50.00	$50.00			197203
Grand Total:								**$4,445.00**	**$0.00**	**$0.00**	**$4,445.00**	**$4,445.00**			

* U = Unapplied * I = Bill Insurance * B = Insurance Billed

Patient History - Summary

METRO IMAGING PARTNERS LLC

By Date of Service
All Date ranges
All Providers
Show last billed date
All Items

Chart #: 4900 **Home Phone:**

Patient Name: TRINIDAD,CINDY **Office Phone:**

Address: **Resp. Party:** TRINIDAD,CINDY

City, State, Zip: **Resp. Acct#** 197274

U	Code	Source	I	B	Service Date	Prov	Visit#/ Check#	Charge Amount	Paid/ Applied	Patient Balance	Insurance Balance	Total Balance	Last Billed Carrier	Date Billed	Resp Party This Charge
	72148		Y	N	11/21/2023	WATTS	655950	$2,500.00	$0.00	$0.00	$2,500.00	$2,500.00			197274
	LIEN		Y	N	11/21/2023	WATTS	655950	$50.00	$0.00	$0.00	$50.00	$50.00			197274
Grand Total:								**$2,550.00**	**$0.00**	**$0.00**	**$2,550.00**	**$2,550.00**			

* U = Unapplied * I = Bill Insurance * B = Insurance Billed

From: Metro Imaging Medical Fax: 14052280616 To: BRYAN GARRETT Fax: (888) 261-7270 Page: 4 of 7 01/15/2024 8:29 AM

Item 8.

[DO NOT WRITE IN THIS SPACE]

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

	Y	N
Incident Report		X
Investigation Completed	X	
Investigation Made at Scene	X	
Photographs		X
Revised		X
Fatality		X
Hit and Run		X

(1) Reporting Agency: NORMAN POLICE DEPARTMENT
Case Number (Agency Use): 2023-00076832
Motor Vehicles Involved: 02 | Number Injured: 00 | Number Killed: 00

(2) Date of Collision (mm/dd/yyyy): 11132023
Time: 1457
County Number and Name: 14 CLEVELAND
Nearest City or Town Number and Name: In [X] Near [ ] 20 NORMAN

(3) Distance from Nearest City or Town Limits: Mi. [ ] Ft. [ ] N [ ] S [ ] Mi. [ ] Ft. [ ] E [ ] W
Control # | Int ID | Location | East Grid | North Grid | Administrative

(4) Street, Road or Highway: CLASSEN BLVD
Distance from: At [X] Mi. [ ] Ft. [ ] N [ ] S [ ] E [ ] W [ ] of
(Nearest) Intersecting Street, Road or Highway: LOIS ST

(5) Unit

Unit	Occupants	Type	Hit & Run	CMV	Last Name	First	Middle	Suffix	Date of Birth (mm/dd/yyyy)	Sex
01	01	D			JENNINGS	ANNE				F

(6) Address: | City: NORMAN | State: OK | Zip: | Telephone (Use Area Code):

(7) Driver License Number: | State: OK | Class: D | Endorsement(s): | Restriction(s): | Inj. Sev.: 1 | Type of Injury: 0 | Drv./Ped. Cond.: 01 | OP Use: 04

(8) Air Bag: 1 | Ejected: 1 | Extricated: 1 | Test: 5 | (% BAC): 0. | Transported by: | To Medical Facility: | License Plate Number: CI16995 | State: OK | Month: 99 | Year: 0

(9) VIN: KD88416 | Vehicle Year: 2015 | Color: WHI | 2nd Color: 0 | Make: FORD | Model: F150 | Veh. Conf.: 04 | Extent of Damage: 2

(10) Insurance Verification: 4 | Insurance Company Name: | Policy Number: | Insurance Telephone (Use Area Code):

(11) Vehicle Removed by: Driver [ ] | Same as Driver [ ] | Owner's Last Name: CITY OF NORMAN | First: | Middle: | Suffix:

(12) Owner's Address: 201 W GRAY ST | City: NORMAN | State: OK | Zip: 73069 | Oversized Load: 0 | Towed Veh. Type: 00 | Rolled [ ] | Phone present [ ] | Burned [ ] | Phone in use [ ]

(13) Citation Number: 660587 | Statute/Ordinance Number: 32-402A | Citation Number: | Statute/Ordinance Number:

(14) Unit

Unit	Occupants	Type	Hit & Run	CMV	Last Name	First	Middle	Suffix	Date of Birth (mm/dd/yyyy)	Sex
02	01	D			BARBADILLO TRINIDAD	CINDY				F

(15) Address: | City: | State: | Zip: | Telephone (Use Area Code):

(16) Driver License Number: | State: OK | Class: D | Endorsement(s): | Restriction(s): | Inj. Sev.: 1 | Type of Injury: 0 | Drv./Ped. Cond.: 01 | OP Use: 04

(17) Air Bag: 1 | Ejected: 1 | Extricated: 1 | Test: 5 | (% BAC): 0. | Transported by: | To Medical Facility: | License Plate Number: FRC127 | State: OK | Month: 09 | Year: 2024

(18) VIN: Z717227 | Vehicle Year: 2006 | Color: GRY | 2nd Color: 0 | Make: TOYT | Model: CORO | Veh. Conf.: 02 | Extent of Damage: 2

(19) Insurance Verification: 2 | Insurance Company Name: HARBOR INSURANCE | Policy Number: | Insurance Telephone (Use Area Code):

(20) Vehicle Removed by: Driver [X] | Same as Driver [X] | Owner's Last Name: | First: | Middle: | Suffix:

(21) Owner's Address: | City: | State: | Zip: | Oversized Load: 0 | Towed Veh. Type: 00 | Rolled [ ] | Phone present [ ] | Burned [ ] | Phone in use [ ]

(22) Citation Number: | Statute/Ordinance Number: | Citation Number: | Statute/Ordinance Number:

(23) Investigating Officer	Badge Number	Trp/Div. Assigned	Trp/Div. Location	Reviewer (Init.)	Reviewer Badge Number	Date of Report (mm/dd/yyyy)
MADDEN	185367			TW	110388	11132023

Unit Type
D Driver; P Pedestrian; K Pedestrian Conveyance; B Bicyclist; Z Other Cyclist; C Parked Car; A Animal; T Train

Injury Severity
0 N/A; 1 No injury; 2 Possible; 3 Non-incapacitating; 4 Incapacitating; 5 Fatal; 9 Unknown

Type of Injury
0 N/A; 1 Head; 2 Trunk - External; 3 Trunk - Internal; 4 Arms; 5 Legs; 9 Unknown

Driver/Pedestrian Condition
00 Not Applicable; 01 Apparently Normal; 02 Drinking - Ability Impaired; 03 Odor of Alcohol Beverage; 04 Illegal Drugs; 05 Under the Influence of Medications; 06 Very Tired; 07 Sleepy; 08 Ill (Sick); 09 Dizzy/Faint; 10 Emotional; 11 Other; 99 Unknown

Occupant Protection (OP) In Use
00 Not Applicable; 01 None Used; 02 Lap Belt Only; 03 Shoulder Belt Only; 04 Shoulder and Lap Belt; 05 Child Restraint Type Unknown; 06 Restraint Used - Type Unknown; 07 Helmet; 08 Child Restraint - Forward Facing; 09 Child Restraint - Rear Facing; 10 Booster Seat; 11 Other; 99 Unknown

Air Bag Deployed
0 Not Applicable; 1 Not Deployed; 2 Deployed - Front; 3 Deployed - Side; 4 Deployed - Other (knee, air belt, etc.); 5 Deployed - Combination; 9 Deployment Unknown

Ejected
0 Not Applicable; 1 Not Ejected; 2 Ejected, Partially; 3 Ejected, Totally; 9 Unknown

Extricated
0 N/A; 1 No; 2 Yes

Chemical Test
0 N/A; 1 Blood; 2 Breath; 3 Blood/Breath; 4 Test Refused; 5 None Given; 6 Other

Extent of Damage
0 N/A; 1 None; 2 Minor; 3 Functional; 4 Disabling; 9 Unknown

Insurance Verification
0 N/A; 1 No; 2 Owner; 3 Operator; 4 Exempt

Oversized Load
0 N/A; N Not Permitted; P Permitted

Towed Vehicle Type
00 N/A; 01 Boat Trailer; 02 House Trailer; 03 Farm Trailer; 04 Horse Trailer; 05 Another Vehicle; 06 Utility Trailer; 07 Homemade Trailer; 08 Box Trailer; 09 StockTrailer; 10 Camping Trailer; 11 Combination; 12 Other; 99 Unknown

WARNING - STATE LAW Use of contents for commercial solicitation is unlawful

DPS: 0192-01 REV

Case Number 2023-00076832 Pg 2

(24) Unit | Injured | Witness | Passenger | Prop. Owner | Pos in Veh. | Last Name | First | Middle | Suffix | DOB(mm/dd/yyyy) | Sex

(25) Address | Same as Driver | City | State | Zip | Telephone (Use Area Code)

(26) Injury Severity / Type | OP Use | Air Bag | Ejected | Extricated | Transported by | To Medical Facility | Property Type

(27) Unit | Injured | Witness | Passenger | Prop. Owner | Pos in Veh. | Last Name | First | Middle | Suffix | DOB (mm/dd/yyyy) | Sex

(28) Address | Same as Driver | City | State | Zip | Telephone (Use Area Code)

(29) Injury Severity / Type | OP Use | Air Bag | Ejected | Extricated | Transported by | To Medical Facility | Property Type

(30) Unit | Injured | Witness | Passenger | Prop. Owner | Pos in Veh. | Last Name | First | Middle | Suffix | DOB (mm/dd/yyyy) | Sex

(31) Address | Same as Driver | City | State | Zip | Telephone (Use Area Code)

(32) Injury Severity / Type | OP Use | Air Bag | Ejected | Extricated | Transported by | To Medical Facility | Property Type

(33) Unit | Injured | Witness | Passenger | Prop. Owner | Pos in Veh. | Last Name | First | Middle | Suffix | DOB(mm/dd/yyyy) | Sex

(34) Address | Same as Driver | City | State | Zip | Telephone (Use Area Code)

(35) Injury Severity / Type | OP Use | Air Bag | Ejected | Extricated | Transported by | To Medical Facility | Property Type

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit | Carrier Name | Address

(37) City | State | Zip | GVWR / GCWR | 0 - 10K lbs. | 10,001 - 26K lbs. | 26K+ lbs. | Axle Qty. | Cargo Body | Vehicle Use: Interstate Commerce, Intrastate Commerce, Other Non-Commercial, Government

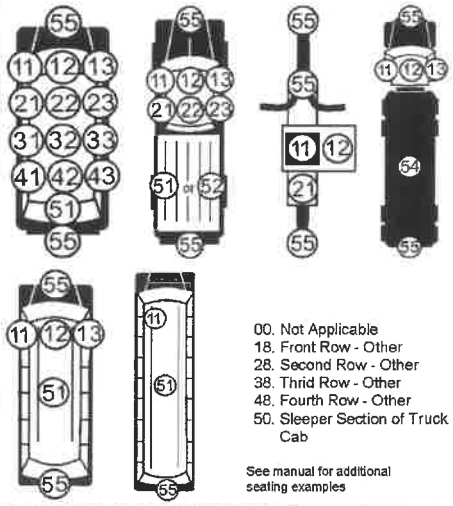
(38) U.S. DOT Number | NASI Report Number OK | Placard Number | Haz. Mat. Class | Haz. Mat. Involved Yes / No | Haz. Mat. Release Yes / No

(39) Unit | Carrier Name | Address

(40) City | State | Zip | GVWR / GCWR | 0 - 10K lbs. | 10,001 - 26K lbs. | 26K+ lbs. | Axle Qty. | Cargo Body | Vehicle Use: Interstate Commerce, Intrastate Commerce, Other Non-Commercial, Government

(41) U.S. DOT Number | NASI Report Number OK | Placard Number | Haz. Mat. Class | Haz. Mat. Involved Yes / No | Haz. Mat. Release Yes / No

Position in Vehicle



00. Not Applicable
18. Front Row - Other
28. Second Row - Other
38. Thrid Row - Other
48. Fourth Row - Other
50. Sleeper Section of Truck Cab

See manual for additional seating examples

Vehicle Configuration

00. N/A
01. Passenger Veh.-2 Dr
02. Passenger Veh.-4 Dr
03. Passenger Veh. Conv.
04. Pickup
05. Single Unit Truck, 2 axles
06. Single Unit Truck, 3+ axles
07. School Bus
08. Truck/Trailer
09. Truck-Tractor (Bobtail)
10. Truck-Tractor/ Semi-Trailer
11. Truck-Tractor/ Double
12. Truck-Tractor/ Triple
13. Bus/Large Van 9-15 occupants including driver
14. Bus 16+ occupants including driver
15. Motorcycle
16. Motor Scooter/ Moped
17. Motor Home
18. Farm Machinery
19. ATV
20. SUV
21. Passenger Van
22. Truck more than 10,000 lbs., Cannot Classify
23. Van 10,000 lbs. or Less
24. Other
99. Unknown

Cargo Body Type

00. N/A
01. Bus 9-15 seats
02. Bus 16+ seats
03. Van / Enclosed Box / Stock Trailer
04. Cargo Tank
05. Flatbed
06. Intermodal
07. Dump Truck/ Trailer
08. Concrete Mixer
09. Auto Transporter
10. Garbage/Refuse
11. Hopper (grain/ chips/gravel)
12. Pole Trailer
13. Log Trailer
14. Vehicle Towing Vehicle
15. Other
99. Unknown

Case Number 2023-00076832

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT Pg 3

Item 8.

	Unit	Total Lanes in Roadway	Legal Speed	Pedestrian / Pedalcyclist Only: Actions Prior to Collision	Location at Time of Collision	Safety Equip.	Unit Number of Vehicle Striking
This unit will correspond to 'Unit 1'	01	02	45				
This unit will correspond to 'Unit 2'	02	02	45				

Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section) Yes ☐ No ☒

Type of Work Zone
1 Lane Closure
2 Lane Shift/Crossover
3 Work on Shoulder or Median
4 Intermittent or Moving Work
9 Unknown

Location of the Work Zone Collision
1 Before the First Work Zone Warning Sign
2 Advance Warning Area
3 Transition Area
4 Activity Area
5 Termination Area
9 Unknown

Workers Present Yes ☐ No ☐ Unknown ☐

Light 1
1 Daylight
2 Dark-Not Lighted
3 Dark-Lighted
4 Dawn
5 Dusk
6 Dark-Unknown Lighting
7 Other
9 Unknown

Weather 01
01 Clear
02 Fog/Smog/Smoke
03 Cloudy
04 Rain
05 Snow
06 Sleet/Hail (Freezing Rain/Drizzle)
07 Severe Crosswind
08 Blowing Snow
09 Blowing Sand, Soil, Dirt
10 Other
99 Unknown

Locality 1
1 Residential
2 Business
3 Industrial
4 School
5 Not Built-up
6 Mixed Use
7 Other
9 Unknown

Type of Intersection 0
0 Not an Intersection
2 Y-Intersection
3 T-Intersection
4 Four-Way Intersection
5 Five-Point or More
6 Intersection as Part of Interchange
7 Traffic Circle
8 Roundabout
9 Unknown

Incident Type 00
00 Not an Incident
51 Private Property
52 Deliberate Intent
53 Medical Condition
54 Legal Intervention
55 Suicide
57 Drowning
58 Other

Location of First Harmful Event 01
01 On Roadway
02 Shoulder
03 Median
04 Roadside
05 Gore
06 Separator
07 Parking Lane/Zone
08 Off Roadway, Location Unknown
09 Outside Right-of Way
10 Other
99 Unknown

What Vehicle Was Going to Do Unit 1: 08 Unit 2: 01
00 Not Applicable
01 Go Ahead
02 Turn Left
03 Turn Right
04 Make "U" Turn
05 Stop
06 Slow for Cause
07 Start from Park/Stop
08 Change Lanes
09 Overtake
10 Pass
11 Back
12 Remain Stopped
13 Remain Parked
14 Enter/Merge in Traffic
15 Negotiate a Curve
16 Park
17 Other
99 Unknown

What Vehicle Did Unit 1: 08 Unit 2: 01
00 Not Applicable
01 Went Ahead
02 Turned Left
03 Turned Right
04 Entered "U" Turn
05 Stopped
06 Slowed
07 Started From Park/Stop
08 Entered Other Lane
09 Overtaking
10 Passing
11 Backed
12 Remained Stopped
13 Remained Parked
14 Entered/Merged
15 Departed Rdwy-Right
16 Departed Rdwy-Left
17 Swerved Right
18 Swerved Left
19 Parked
20 Other
99 Unknown

Visibility Obscured by Unit 1: 00 Unit 2: 00
00 Not Applicable
01 Trees
02 Embankment
03 Building
04 Signs
05 Parked Vehicles
06 High Weeds
07 Fences
08 Shrubbery
09 Ice, Snow or Frost on Windows
10 Smoke
11 Fog
12 Dust
13 Rain
14 Sun
15 Other
99 Unknown

Driver Distracted by Unit 1: 0 Unit 2: 0
0 Not Applicable/None
1 Electronic Communication Devices
2 Other Electronic Device
3 Other Inside Vehicle
4 Other Outside Vehicle
9 Unknown

Underride/ Override Unit 1: Unit 2:
0 Not Applicable
1 No Underride or Override
2 Underride, Compartment Intrusion
3 Underride, No Compartment Intrusion
4 Underride, Compartment Intrusion Unknown
5 Override, Motor Vehicle in Transport
6 Override, Other Motor Vehicle
9 Unknown

Traffic Control Unit 1: 00 Unit 2: 00
00 No Control
01 Stop Sign
02 Traffic Signal
03 Flashing Traffic Signal
04 School Zone Signs
05 Yield Sign
06 Warning Sign
07 Railroad Advance Warning Sign
08 Railroad Cross Bucks
09 Railroad Gates
10 Railroad Signal
11 No Passing Zone
12 Person (including flagger, law enforcement, crossing guard, etc.)
13 Abnormal Control
14 Other
99 Unknown

Road Surface Conditions Unit 1: 01 Unit 2: 01
01 Dry
02 Wet
03 Ice/Frost
04 Snow
05 Mud, Dirt, Gravel
06 Slush
07 Water (standing, moving)
08 Sand
09 Oil
10 Other
99 Unknown

Road Character

Grade Unit 1: 1 Unit 2: 1
1 Level
2 Hillcrest
3 Uphill
4 Downhill
5 Sag (bottom)

Road Alignment Unit 1: 1 Unit 2: 1
1 Straight
2 Curve - Left
3 Curve - Right

Road Surface Type Unit 1: 1 Unit 2: 1
1 Concrete
2 Asphalt
3 Gravel
4 Dirt
5 Brick
6 Other
9 Unknown

Trafficway Unit 1: 2 Unit 2: 2
0 Not Applicable
1 One Way
2 Two-Way - Not Divided
3 Two-Way - Divided
4 Two-Way - Divided - Positive Median Barrier
5 Turn Lane
6 Ramp / Loop
7 Driveway
8 Alley / Parking Lot
9 Unknown

Vehicle Removal Unit 1: 4 Unit 2: 4
0 Not Applicable
1 Towed Due to Vehicle Damage
2 Towed For Reasons Other Than Damage
3 Remained at Scene
4 Driven from Scene
9 Unknown

Vehicle Condition Unit 1: 01 Unit 2: 01
00 Not Applicable
01 Apparently Normal
02 Brakes
03 Headlights
04 Steering
05 Tail Lights
06 Brake Lights
07 Tires/Wheels
08 Suspension
09 Signal lights
10 Windows
11 Truck Coupling/Trailer Hitch/Safety Chains
12 Mirrors 15 Other
13 Wipers 99 Unknown
14 Power Train

Special Function of Vehicle Unit 1: 00 Unit 2: 00
00 Not Applicable
01 School Bus
02 Transit Bus
03 Intercity Bus
04 Charter Bus
05 Other Bus
06 Military
07 OHP
08 Other Police
09 Other Law Enforcement
10 Ambulance
11 Fire Truck
12 Public Owned Vehicle
13 Highway Equipment
14 Special Mobilized Machine
15 Other 99 Unknown

Emergency Vehicle Responding to an Emergency Unit 1: 0 Unit 2: 0
0 N/A 2 No
1 Yes 9 Unknown

Unsafe / Unlawful Contributing Factors Unit 1: 38 Unit 2: 98

FAILED TO YIELD
01 From Stop Sign
02 From Yield Sign
03 Private Drive
04 County Road at Through Highway
05 From Signal Light
06 From Alley
07 To Pedestrian
08 To Vehicle on Right
09 To Vehicle in Intersection
10 To Emergency Vehicles
12 Other

FOLLOWED TOO CLOSELY
13 Human Element
14 Traffic Condition
15 Weather Condition

UNSAFE SPEED
16 Driver's Ability (Aged)
17 Inexperienced Driver - Young
18 Exceeding Legal Limit
19 For Traffic Conditions
20 For Type of Roadway (Gravel, Dirt, etc.)
21 For Ice or Snow on Roadway
22 Rain or Wet Roadway
23 Wind
24 Other Weather Conditions
25 Vehicle Condition
26 View Obstruction
27 On Curve/Turn
28 Impeding Traffic
29 Other

IMPROPER TURN
30 From Wrong Lane
31 From Direct Course
32 Right
33 Left
34 Turn About/U-Turn
35 To Enter Private Drive
36 In Front of Oncoming Traffic
37 Other
38 **CHANGED LANES UNSAFELY**
39 **STOPPED IN TRAFFIC LANE**

FAILED TO STOP
40 For Stop Sign
41 For Traffic Signal
42 For School Bus
43 For Railroad Gates/ Signal
44 For Officer/Flagman
45 At Sidewalk/Stopline
46 Other

UNSAFE VEHICLE
47 Brakes
48 Steering
49 Tires
50 Suspension
51 Headlights
52 Tail Lights
53 Stop Lights
54 Wheel
55 Exhaust System
56 Windshield Wipers
57 Other Mechanical Defects

LEFT OF CENTER
58 In Meeting
59 No Passing Zone (Unmarked)
60 Marked Zone
61 Other

IMPROPER OVERTAKING
62 In Marked Zone
63 On Hill/Curve
64 At Intersection
65 Without Sufficient Clearance
66 Other

IMPROPER PARKING
67 On Roadway
68 Where Prohibited
69 Other

INATTENTION
70 Distracted by Passenger in Vehicle
71 Other Distraction Inside Vehicle
72 Distraction From Outside Vehicle
73 Other

WRONG WAY
74 On One Way
75 On Exit Ramp
76 On Entrance Ramp
77 Other

IMPROPER START FROM
78 Parked Position
79 Other

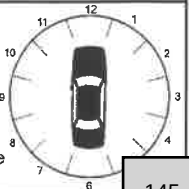
80 **ALCOHOL-DUI/DWI**
81 **DRUG-DUI**

OTHER IMPROPER ACT/ MOVEMENT
82 Failed to Signal
83 Disregarded Warning Signal
84 Improper Use of Lane
85 Improper Backing
86 Apparently Sleepy
87 Failed to Secure Load
88 Other/Unknown

UNKN./NO IMPROPER ACT
89 Deer in Roadway
90 Animal in Roadway
91 Domestic Animal in Rdwy
92 Avoiding Other Vehicle
93 Avoiding Pedestrian
94 Object/Debris in Roadway
95 Defect in Roadway
96 Abnormal Traffic Control
97 Improper Bicyclist Action
98 **NO IMPROPER ACTION BY DRIVER**
99 **PEDESTRIAN ACTION**

Point of First Contact on Vehicle Unit 1: 03 Unit 2: 09

Most Damaged Area Unit 1: 03 Unit 2: 09

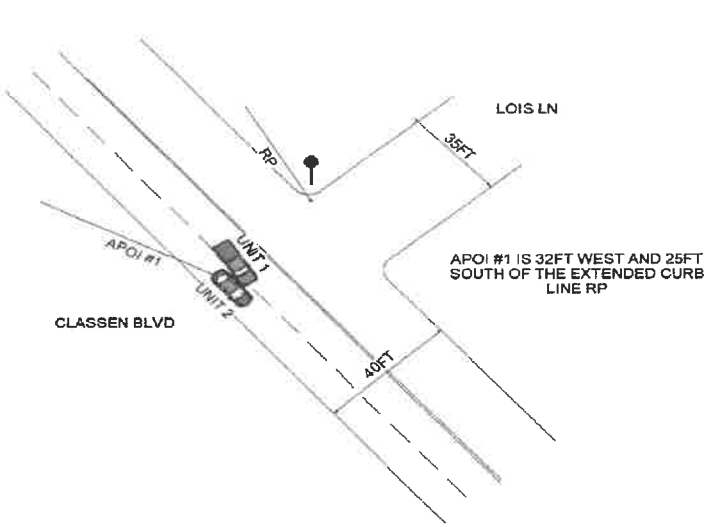


00 Not Applicable 14 Undercarriage
13 Top 99 Unknown

DPS: 0192-03 REV

Case Number 2023-00076832

Latitude ____ Longitude N ____ W ____ Railroad Crossing Number ____ Roadway Orientation Unit Number 01 NE SW S Unit Number 02 NE SW S



COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event
01	34	00	00	00	34
02	34	00	00	00	34

First Harmful Event for the Entire Collision: 34

00 Not Applicable
10 Overturn/Rollover
11 Fire/Explosion
12 Immersion
13 Jackknife
14 Cargo/Equipment Loss or Shift
15 Equipment Failure (Blown Tire, Brake Failure, etc.)
16 Separation of Units
17 Departed Road Right
18 Departed Road Left
19 Cross Median/Centerline
20 Downhill Runaway
21 Fell/Jumped From Motor Vehicle
22 Thrown Or Falling Object
23 Other Non-Collision

PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:

30 Pedestrian
31 Pedal Cycle
32 Railway Vehicle (train, engine)
33 Animal
34 Motor Vehicle in Transport
35 Parked Motor Vehicle
36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle
37 Work Zone/Maintenance Equipment
38 Other Non-Fixed Object

FIXED OBJECT:

40 Barrier (Cable)
41 Barrier (Concrete)
42 Barrier (Other)
43 Fence Pole
44 Fence
45 Traffic Signal Support
46 Traffic Sign Support
47 Utility Pole/Light Support
48 Other Post/Pole/Support
49 Guardrail/Guardrail Face
50 Guardrail End
51 Culvert
52 Curb
53 Island
54 Sand Barrels
55 Impact Attenuator/ Crash Cushion
56 Pavement Drop-Off
57 Ditch
58 Embankment
59 Tree (Standing)
60 Dividing Strip
61 Retaining Wall
62 Bridge Abutment
63 Bridge Pier or Support
64 Bridge Rail
65 Bridge Post
66 Bridge Curb
67 Bridge Super Structure (Beams)
68 Bridge Overhead Structure
69 Delineator
70 Mailbox
71 Other Fixed Object
72 Other Highway Structure
73 Ground
99 Unknown

Remarks

UNIT 1 WAS DRIVING SOUTH BOUND IN THE INSIDE LANE ON CLASSEN BLVD AND LOIS LN. THE VEHICLE IN FRONT OF UNIT 1 SLAMMED ON THEIR BRAKES. UNIT 1 THEN ATTEMPTED TO CHANGE LANES TO THE OUTSIDE LANE AND STRUCK THE DRIVERS SIDE OF UNIT 2. UNIT 2 WAS DRIVING SOUTHBOUND IN THE OUTSIDE LANE ON CLASSEN BLVD AND LOIS LN. UNIT 2 WAS THEN STRUCK BY UNIT 1 ATTEMPTING TO CHANGE LANES. NO INJURIES. BOTH VEHICLES DRIVEN FROM SCENE. CITATION WAS ISSUED TO UNIT 1 FOR FAILURE TO DEVOTE TIME AND ATTENTION. UNIT 1 WAS A CITY OF NORMAN VEHICLE SO THEY ARE SELF INSURED.

This report is based on the officer's investigation of this collision. This report may contain the opinion of the officer.

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A SITE PLAN AND FINAL PLAT FP-2324-9 FOR SIMPLE STORAGE ADDITION (GENERALLY LOCATED 220 FEET NORTH OF IMHOFF ROAD ON THE EAST SIDE OF 24TH AVENUE SE).

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 3/12/2024

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A SITE PLAN AND FINAL PLAT FP-2324-9 FOR SIMPLE STORAGE ADDITION (GENERALLY LOCATED 220 FEET NORTH OF IMHOFF ROAD ON THE EAST SIDE OF 24TH AVENUE SE).

BACKGROUND:

This item is a final plat for Simple Storage Addition generally located 220' north of Imhoff Road on the east side of 24th Avenue S.E.

City Council, at its meeting of August 26, 1997, adopted Ordinance No. O-9798-2 placing this property in C-2, General Commercial District. City Council, at its meeting of August 22, 2023, approved the preliminary plat for Simple Storage Addition. This final plat consists of 4.516 acres with one (1) commercial lot with two proposed buildings.

The Norman Development Committee, at its meeting of February 22, 2024, reviewed and approved the program of public improvements, site plan and final plat for Simple Storage Addition and recommended submittal to City Council for consideration.

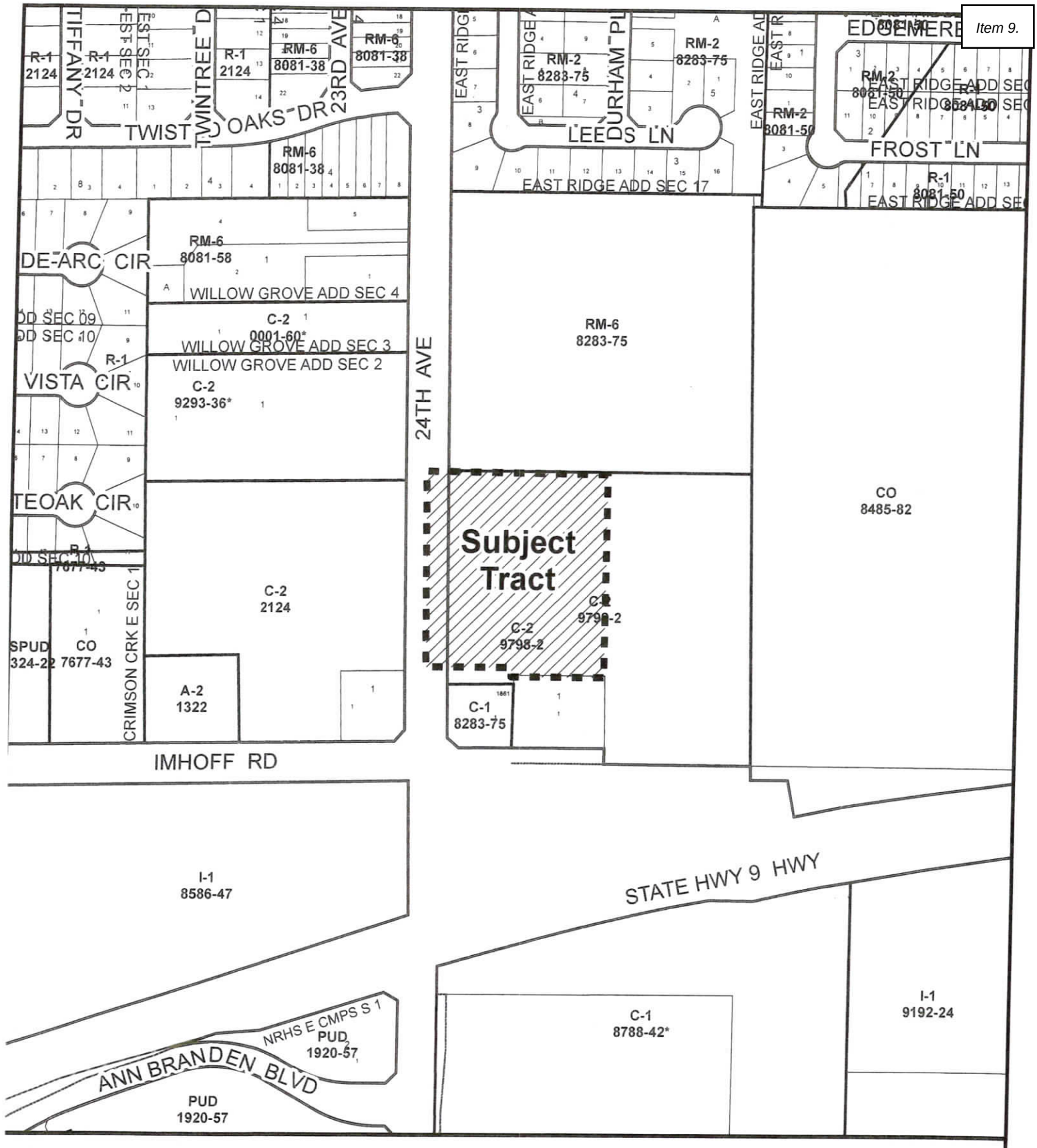
DISCUSSION:

The engineer for the applicant has requested City Council approve the final plat for Simple Storage Addition. Remaining public improvements to be installed is a water line with fire hydrant for fire protection. Storm water will conveyed to a privately owned detention facility within the property.

RECOMMENDATION:

The final plat is consistent with the preliminary plat. Based upon the above information, staff recommends approval of the final plat and the filing of the final plat subject to completion and acceptance of all required public improvements or bonding public improvements and authorize the Mayor to sign the final plat.

Reviewed by: Scott Sturtz, Interim Director of Public Works
Jane Hudson, Planning & Community Development Director
Chris Mattingly, Director of Utilities
Kathryn Walker, City Attorney
Darrel Pyle, City Manager



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.

N W E S

February 19, 2024

0 150 300 Ft.

Subject Tract

Zoning

SIMPLE STORAGE PRELIMINARY PLAT

A PART OF THE SW/4, SEC. 3, T8N, R1W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

Site Information:

PROPERTY INFORMATION		
Gross Site Area:	429,256.24 sf	9.85 acres
Proposed Dedicated R.O.W.:	0.00 sf	0.00 acres
Net Site Area:	429,256.24 sf	9.85 acres
Zoning:	C-2, General Commercial District	
ZONING REGULATIONS		
Front Yard:		10 ft
Side Yard:		0 ft
Side Yard (adjacent to residential):		5 ft
Rear Yard:		5 ft
Height Regulations:		None
LOT INFORMATION		
Buildable Lots:		2

Contact Information:

DEVELOPER/OWNER
Simple Storage LLC
PO Box 15329
Del City, OK 73155
Ph: (405) 509-6795

PIPELINE OWNER
Southern Star Central Gas Pipeline, Inc.
4700 State Route 56
Owensboro, KY 42301
(270) 852-4187

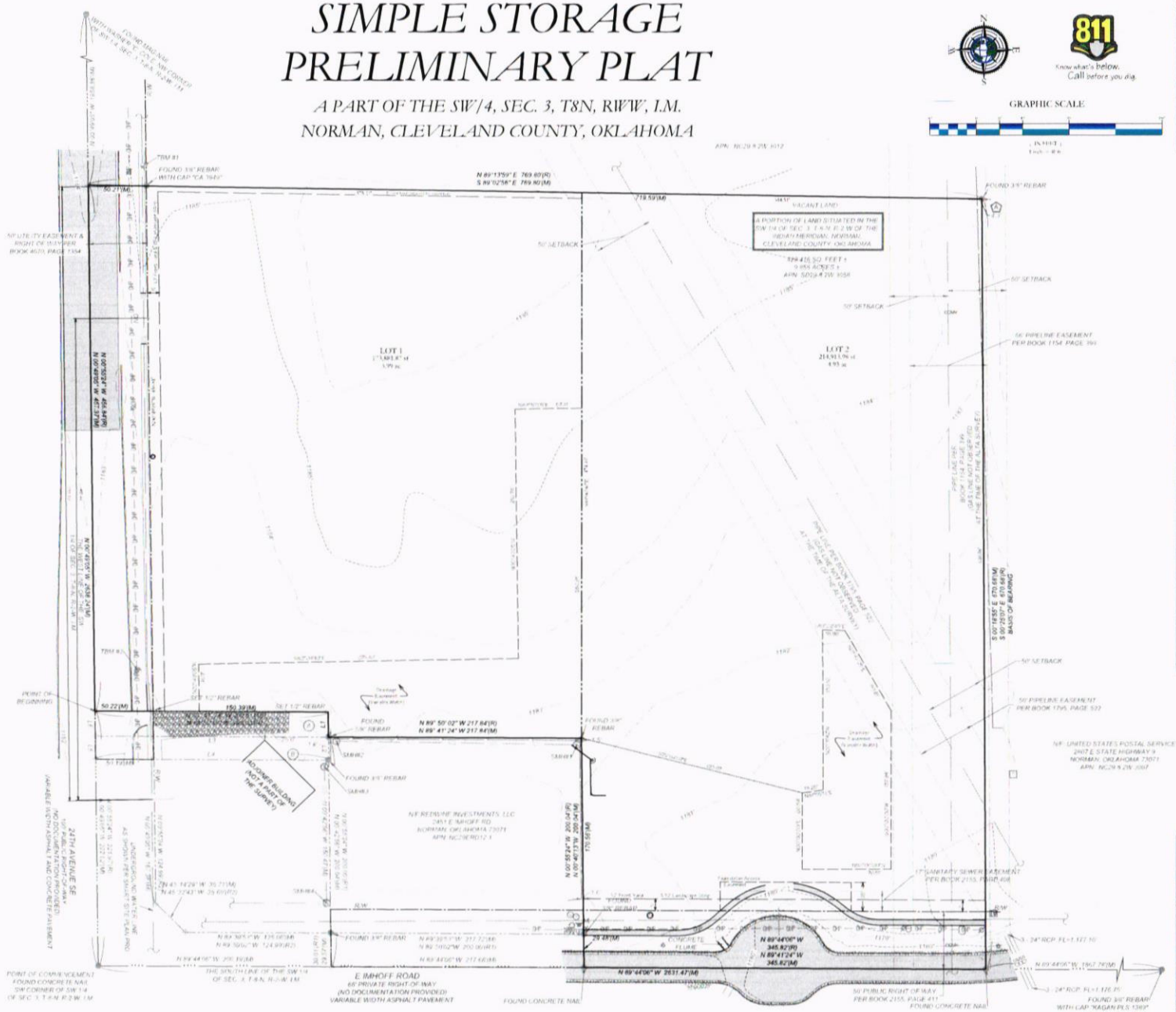
Survey Description:

A tract of land being the Southeast quarter (SE/4) of Section three (3), Township eight (8) North, Range one (1) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

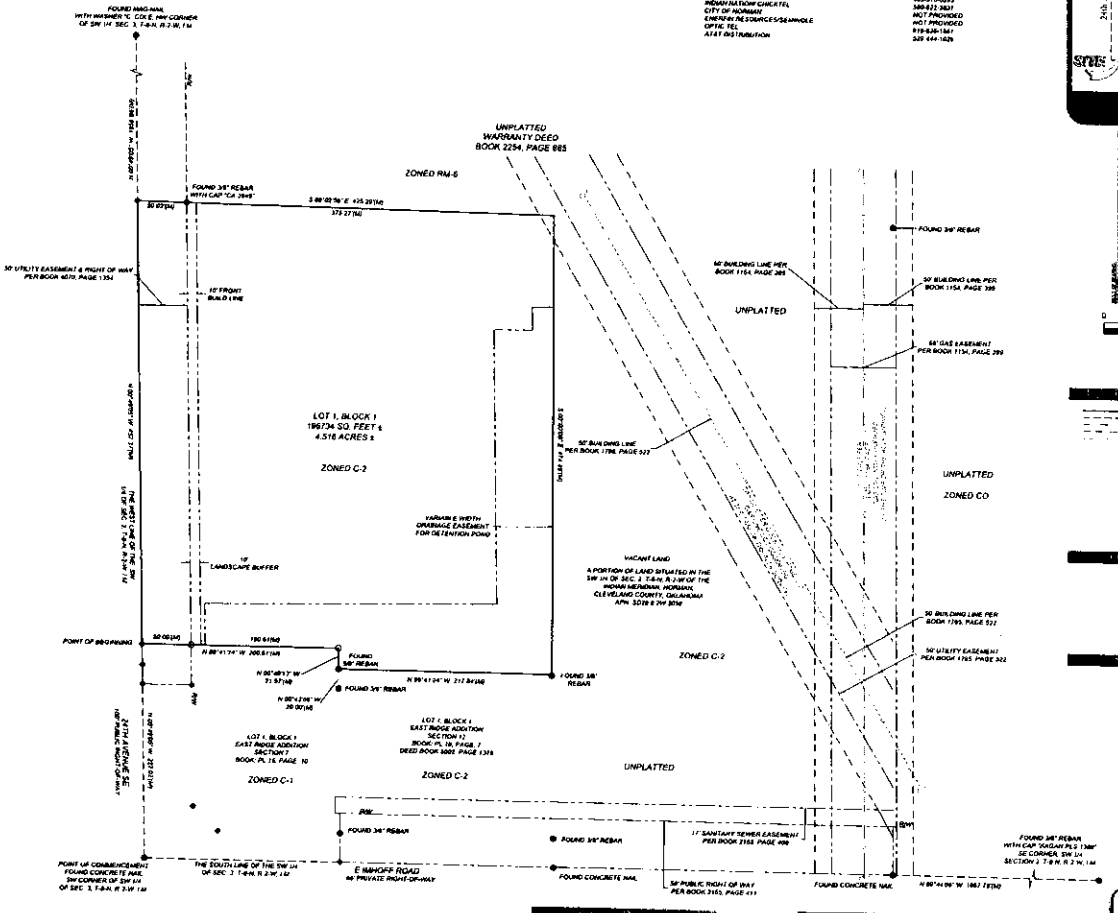
Commencing at the Southeast corner of said SE/4; thence South 89°05'13" West along the South line of said SE/4 a distance of 75.00' feet to the Point of Beginning; thence continuing South 89°05'13" West along said South line a distance of 494.61 feet; thence North 45°13'09" East a distance of 348.00 feet; thence South 89°05'13" East a distance of 57.00 feet; thence North 89°05'13" West a distance of 445.62 feet; thence North 00°55'24" East a distance of 200.00 feet; thence North 89°05'13" West a distance of 20.00 feet; thence North 00°55'24" East a distance of 208.00 feet; thence South 89°05'13" East a distance of 20.00 feet; thence North 00°55'24" East a distance of 208.00 feet to the Point of Beginning containing 9.85 acres.

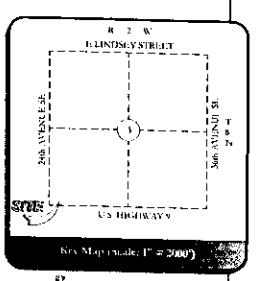
Detention Pond Maintenance:

Drainage detention facility easements are hereby established as shown to provide for detention of storm surface water and is maintained as approved by the city engineer. Of maintenance within the drainage detention facility easement shall be the right, but not the duty, and responsibility of the property owners association or the plat of Simple Storage Addition, In event of maintenance is neglected or subject to other unusual circumstances and is determined to be a hazard or threat to public safety by the city, corrective maintenance may be performed by the governing jurisdiction with costs assessed to and burden upon said property owners association. Officials representing the public works department, shall have the right to enter upon the easement for purposes of periodic inspections and/or corrective maintenance of the facility. Upon removing written approval from the public works department, property owners association may submit an improvements within the easement, provided the improvement does not interfere with the function of the detention facility.



FINAL PLAT for SIMPLE STORAGE, LLC





OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS

THAT WE, THE UNDERSIGNED, WREGRAVE DEVELOPMENT, LLC, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSON OR PERSONS, CORPORATION OR CORPORATIONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE ANNEXED PLAT OF NORMAN CARMART, A SUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 26, TOWNSHIP 9 NORTH, RANGE 3 WEST TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, AND HAVE CAUSED THE SAID PREMISES TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS AND EASEMENTS, AS SHOWN ON SAID ANNEXED PLAT, SAID ANNEXED PLAT REPRESENTS A CORRECT SURVEY OF ALL PROPERTY INCLUDED THEREIN AND IS HEREBY ADOPTED AS THE PLAT OF LAND UNDER THE NAME OF NORMAN CARMART, WREGRAVE DEVELOPMENT, LLC, DEDICATES ALL STREETS AND EASEMENTS SHOWN ON SAID ANNEXED PLAT TO THE PUBLIC FOR PUBLIC HIGHWAYS, STREETS AND EASEMENTS FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS FOREVER AND HAS CAUSED THE SAME TO BE RELEASED FROM ALL RIGHTS EASEMENT AND ENCUMBRANCES EXCEPT AS SHOWN IN THE BONDED ABSTRACTOR'S CERTIFICATE.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS _____ DAY OF _____, 2021

BY: _____

STATE OF OKLAHOMA S.S.
COUNTY OF CLEVELAND

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2021 APPEARED _____ AS _____ OF WREGRAVE DEVELOPMENT, LLC, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AS THE FREE AND VOLUNTARY ACT AND DEED OF _____ FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

BONDED ABSTRACTER'S CERTIFICATE

THE UNDERSIGNED, DULY QUALIFIED ABSTRACTER IN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFIES THAT ACCORDING TO THE RECORDS OF SAID COUNTY, TITLE TO THE LAND SHOWN ON THE PLAT OF NORMAN CARMART, A SUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 26, TOWNSHIP 9 NORTH, RANGE 3 WEST TO NORMAN, OKLAHOMA, AND COUNTY, OKLAHOMA APPEARS TO BE VESTED IN WREGRAVE DEVELOPMENT, LLC, ON THIS _____ DAY OF 2021, UNENCUMBERED BY PENDING ACTIONS, JUDGEMENTS, LIENS, TAXES OR OTHER ENCUMBRANCES EXCEPT MINERAL'S PREVIOUSLY CONVEYED AND MORTGAGES OF RECORD.

EXECUTED THIS _____ DAY OF _____, 2021

PRESIDENT

CERTIFICATE OF CITY OF NORMAN DEVELOPMENT COMMITTEE

_____, CHAIRMAN OF THE CITY OF NORMAN DEVELOPMENT COMMITTEE, CERTIFY THAT THE PUBLIC IMPROVEMENT PLANS AND FINAL PLAT COMPLY WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF NORMAN ON THIS _____ DAY OF _____, 20__.

DEVELOPMENT COMMITTEE CHAIRMAN

ACCEPTANCE OF DEDICATIONS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA THAT THE DEDICATIONS SHOWN ON THE ANNEXED PLAT OF NORMAN CARMART TO NORMAN, OKLAHOMA ARE HEREBY ACCEPTED, SIGNED BY THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA ON THIS THIS _____ DAY OF _____, 2021

ATTEST

CITY CLERK

MAYOR

CERTIFICATE OF CITY CLERK

I, CITY CLERK OF THE CITY OF NORMAN, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND THAT ALL DEFERRED PAYMENTS ON UNMATURED INSTALLMENTS HAVE BEEN PAID IN FULL AND THAT THERE IS NO SPECIAL ASSESSMENT PROCEDURE NOW PENDING AGAINST THE LAND ON THE ANNEXED PLAT OF NORMAN CARMART TO THE CITY OF NORMAN, OKLAHOMA.

SIGNED BY THE CITY CLERK ON THIS _____ DAY OF _____, 2021

CITY CLERK

COUNTY TREASURER'S CERTIFICATE

HEREBY CERTIFY THAT I AM THE DULY ELECTED AND ACTING COUNTY TREASURER OF CLEVELAND COUNTY, STATE OF OKLAHOMA, THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES PAID FOR THE YEAR 2021 AND ALL PRIOR YEARS ON THE LAND SHOWN ON THE PLAT OF NORMAN CARMART, AN ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER, GUARANTEEING PAYMENT OF CURRENT YEARS TAXES.

IN WITNESS WHEREOF, SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED ON THIS _____ DAY OF _____, 2021.

COUNTY TREASURER

REGISTERED LAND SURVEYOR

I, BUCKLEY D. BLEW, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, AND THAT THE FINAL PLAT OF NORMAN CARMART, AN ADDITION TO THE CITY OF NORMAN, OKLAHOMA, CONSISTING OF ONE (1) SHEET REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2021, AND HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM THE NOTES OF AN ACTUAL ON THE GROUND FIELD SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION ON JUNE 16TH, 2020, AND THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT AND MEETS OR EXCEEDS CURRENT OKLAHOMA MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

BLEW & ASSOCIATES, P.A.
3616 N. 8TH, STE 101
FAYETTEVILLE, AR. 72701
PHONE: (479) 443-4506

DENVER WINCHESTER, REGISTERED LAND SURVEYOR NO. 1955
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 6387 EXPIRES JUNE 30

STATE OF ARKANSAS S.S.
COUNTY OF WASHINGTON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS _____ DAY OF _____, 2021, PERSONALLY APPEARED BUCKLEY D. BLEW, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

ZONING INFORMATION

CURRENT ZONING: C-1, LOCAL COMMERCIAL DISTRICT

BUILDING SETBACKS

FRONT: 25' (SEE NOTE 1)

SIDE: FOR USE'S OTHER THAN DWELLING, NO SIDE YARD SHALL BE REQUIRED EXCEPT ON THE SIDE OF A LOT ADJOINING A DWELLING DISTRICT IN WHICH CASE THERE SHALL BE A SIDE YARD OF NOT LESS THAN FIVE (5) FEET WHENEVER THE REAR LOT LINE OF A CORNER LOT OF A LOCAL BUSINESS DISTRICT ABUTS A DWELLING DISTRICT, THE SIDE YARD SETBACK ADJACENT TO THE STREET SHALL BE FIFTEEN (15) FEET.

REAR: NONE (SEE NOTE 2)

NOTE 1: FRONT YARD: A 25-FOOT SETBACK IS REQUIRED FOR ALL BUILDINGS ACROSS THE ENTIRE FRONT OF ALL LOTS (AND THE STREET SIDE OF ANY CORNER LOT) IN PLATS FILED AFTER NOVEMBER 1, 1985. A MINIMUM TEN-FOOT LANDSCAPE STRIP SHALL BE INSTALLED, WHICH MAY NOT BE ENCROACHED UPON BY PARKING. ONE EIGHT-FOOT TALL LANDSCAPE STRIP, CLUSTERING, OR THREE SEVEN-GALLON SHRUB PER FIVE FEET OF BUILDING FRONTAGE SHALL BE INSTALLED WITHIN THIS LANDSCAPE STRIP. CLUSTERING, OR THREE SEVEN-GALLON SHRUB PER FIVE FEET OF BUILDING FRONTAGE SHALL BE INSTALLED WITHIN THIS COVERED BY THREE YEAR MAINTENANCE BOND REQUIRED) WHEN NEW LANDSCAPING IS INSTALLED WITH THE PARKING LOT ON THE SAME TRACT. ALL SPECIES ARE TO BE APPROVED BY THE CITY FORESTER.

NOTE 2: REAR YARD: REAR YARD SHALL NOT BE REQUIRED FOR RETAIL ESTABLISHMENTS, EXCEPT WHERE A REAR LOT LINE ABUTS UPON A DWELLING DISTRICT AND THE COMMERCIAL BUILDING IS DESIGNED TO BE SERVICED FROM THE REAR, THERE SHALL BE PROVIDED A REAR YARD OF NOT LESS THAN 30 FEET FOR LOTS WITH ALLEYS, AND FURTHER, PROVIDED THAT IN NO CASE WHERE THE REAR LOT LINES ABUT A DWELLING DISTRICT SHALL THE COMMERCIAL BUILDING BE ERECTED CLOSER THAN THREE FEET TO THE REAR LOT LINE.

CONTACT:
CITY OF NORMAN PLANNING & ZONING
P.O. BOX 370
201 A WEST GRAY
NORMAN, OK 73070
PHONE: (405) 366-5433
FAX: (405) 366-5444

UTILITY INFORMATION

THE UTILITIES ON THIS PROPERTY HAVE BEEN LOCATED BY FIELD MEASUREMENTS, UTILITY MAP DRAWINGS, AND ILLINOIS 811 (THE UTILITY LOCATE REQUEST BLEW AND ASSOCIATES MARKS NO WARRANTY TO THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING. CALL OKLAHOMA ONE-CALL AT 405-840-9951 FOR FIELD LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ANY AND ALL UTILITIES PRIOR TO CONSTRUCTION.

TICKET NUMBER: 211216115476A

COMPANY	CONTACT
SOUTHERN STAR CENTRAL GAS PIPELINE	NOT PROVIDED
ONEGAS (ROW/EASEMENT LINE WATCH AND PROTECT)	405-551-6689
NEATHION ELECTRIC	405-717-6615
USIC/OCGE COMMUNICATION/SCADA	405-605-1530
USIC/OCGE OKC METRO	NOT PROVIDED
OKLAHOMA NATURAL GAS - WEST	405-551-6689
GEC FIBER	405-217-6615
GRDA/HARMONIZER TELEPHONE	800-318-0395
INDIAN NATION CABLE TEL	580-421-3631
CITY OF NORMAN	NOT PROVIDED
ENERGY RESOURCES/SEMINOLE	NOT PROVIDED
OPTIC TEL	918-549-1861
AT&T DISTRIBUTION	325 444-1629

LEGAL DESCRIPTION

A TRACT OF LAND LYING THE SOUTHWEST QUARTER (SW4) OF SECTION THREE (3), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND CONCRETE NAIL MARKING THE SOUTHWEST CORNER OF SAID SW4;

THENCE NORTH 00 DEGREES 49 MINUTES 56 SECONDS WEST ALONG THE WEST LINE OF SAID SW4, A DISTANCE OF 353.03 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE NORTH 00 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 457.37 FEET;

THENCE DEPARTING SAID WEST LINE AND CONTINUING ALONG THE SOUTH LINE OF THE PROPERTY DESCRIBED IN WARRANTY DEED BOOK 2254, PAGE 985 SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST, PASSING A FOUND 3/8" CAPPED REBAR INSCRIBED "CA 2949" AT 50.21 FEET, FOR A TOTAL DISTANCE OF 426.29 FEET;

THENCE DEPARTING SAID SOUTH LINE DUE SOUTH, A DISTANCE OF 474.18 FEET TO A FOUND 3/8 INCH REBAR, SAID REBAR MARKING THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN DEED BOOK 5002, PAGE 1378;

THENCE ALONG THE NORTHERLY LINE OF SAID PROPERTY NORTH 89 DEGREES 41 MINUTES 24 SECONDS WEST, A DISTANCE OF 208.81 FEET TO A FOUND 5/8 INCH REBAR;

THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 18 MINUTES 17 SECONDS WEST, A DISTANCE OF 31.97 FEET TO A SET 1/2 INCH REBAR;

THENCE NORTH 89 DEGREES 41 MINUTES 24 SECONDS WEST, A DISTANCE OF 212.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 196,734 SQUARE FEET OR 4.516 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PLAT REFERENCES

1. EAST RIDGE ADDITION SECTION 26 - BOOK PL 19, PAGE 199
2. EAST RIDGE ADDITION SECTION 7 - BOOK PL 19, PAGE 10
3. EAST RIDGE ADDITION SECTION 12 - BOOK PL 19, PAGE 7
4. EAST RIDGE ADDITION SECTION 11 - BOOK PL 19, PAGE 67

NOTES

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. SIGNIFICANTS WERE FOUND AT POINTS WHERE INDICATED.

FIELD WORK WAS COMPLETED ON 12/23/2022

NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR CLEVELAND COUNTY, OKLAHOMA (FIRM PANEL #40027C0360H), WHICH BEARS AN EFFECTIVE DATE OF JANUARY 15, 2014 AND IS NOT A SPECIAL FLOOD HAZARD AREA.

STORM DRAINAGE OR DETENTION FACILITY EASEMENT

DRAINAGE OR DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE OR DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS, HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY. RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND / OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNER MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENTS DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

BLEW & ASSOCIATES, P.A.

DRAWN BY: T.S. (09/08/2021)	CHECKED BY: T.N.	SHEET NO.: 1 OF 1
PROJECT NO.:	DRAWING NO.: 22-119515.DWG	

Property Owner: Joseph Savage, III

Proposed Features:

Symbol	Description
	Property Line
	Onsite Property Line
	Offsite Property Line
	Right-Of-Way Line
	Setback Line
	Easement Line
	Zoning Limits
	Street / Drive Centerline
	Curb And Gutter (See Site Plan For Size)
	Thickened Edge Of Pavement
	Edge Of Gravel
	Fire Lane Striping
	Asphalt Pavement (See Detail Sheet For Pavement Sections)
	Concrete Pavement (See Detail Sheet For Pavement Sections)
	Concrete Sidewalk (See Site Plan For Dimensions)
	General Fence Line (See Site Plan For Type)
	Chain Link Fence Line
	Barbed Fence Line
	Fencing Gate
	Storm Catch Basin(s)
	Storm Pipe - (See Grading Plan For Type and Size)
	Retaining Wall
	See Utility Plan For Line Types
W	Water Line
	Tee, Cross, Bends, Gate Valve & Reducer
	Fire Hydrant & Assembly
	Water Meter - Single
	Water Meter - Double
SRM	Sanitary Sewer Force Main
SSS	Sanitary Sewer Line
	Sanitary Sewer Service
S	Sanitary Sewer Manhole
GAS	Gas Line
OHE	Overhead Electric Line
UGE	Underground Electric Line
CTV	Cable Television Line
FO	Fiber Optic Line
OHT	Overhead Telephone Line
UGT	Underground Telephone Line
	Utility Pole
	Light Pole

Note:
- Only Symbols That Appear On This Sheet Are Shown In This Legend.
- See Survey For Existing Features Legend.
- See Cover Sheet For Abbreviation List.

Site General Notes:

1. Dimensions are measured from the Face of Curb, the Edge of Pavement, the Edge of Sidewalk the Face/Corner of the Building(s) or the Center/End of Stripe.
2. All radii shall be 4 feet at Face of Curb unless otherwise specified.
3. Layout of Site Plan is based on and limited to survey information.
4. All Curb & Gutter shall be 24" wide per detail sheet.
5. All Pavement Marking shall be applied in accordance with the requirements outlined in the most current edition of the "Manual on Uniform Traffic Control Devices" (MUTCD).
6. All Signs, Traffic Control Devices, etc. shall follow the guidelines of the MUTCD.
7. The Contractor shall refer to the Architectural drawings for Building floor plans and Dimensions, Wall Sections, Door Openings, Building Utility Entrance Points, etc. The Contractor shall immediately notify the Architect and Engineer in the event that the Civil Site Plans Building Layout does not match the Architectural drawings.
8. All handicap spaces shall be striped / marked in accordance with the handicap striping detail.
9. All pavement indicated shall be of standard duty bituminous pavement unless otherwise noted on plan. The pavement shall be constructed in accordance with the pavement section detail.
10. It is the contractor's responsibility to coordinate construction staking coordinates according to the dimensions shown in these plans. The contractor shall verify the accuracy of the coordinates shown on the plans and notify the Engineer of any discrepancies before construction starts.
11. All ramps shall have detectable truncated dome pavers per A.D.A. and city of standards and the detail sheet.

Site Plan Notes:

SP1.01	Sidewalk and Curb Ramps to be Built Over Detectable Warnings per ADA and/or Municipal Specific Rules
SP1.02	Taper Curb from 6" to 12" in 2'-0"
SP1.03	Taper Curb & Gutter to Match Existing
SP1.04	4" Parking Yellow Stripes
SP1.05	4" Non-Parking Stripes @ 45° (or as noted)
SP1.06	Match Existing Sidewalk
SP1.07	Clear Existing Door (or as noted)
SP1.08	Accessible Ramp to Sidewalk
SP1.09	ADA Van Accessible Parking Signs
SP1.10	Painted Yellow Loading Zone - 8'-0" Long - 24" High Max
SP1.11	Property Line
SP1.12	Centerline of Pavement
SP1.13	Curb Cut
SP1.14	Curb / Sidewalk Ramp per City / Railway Department Standards (Attached as Sheet of Plans)

Site Information:

PROPERTY INFORMATION		
Gross Site Area	429,764.74 sf	9.85 acres
Proposed Dedicated R.O.W.	0.00 sf	0.00 acres
Net Site Area	429,764.74 sf	9.85 acres

Sign Legend

Symbol	Code	Description	Size	Post Type
		Handicap Sign	12 x 18	1 x 1 Galvanized

Storm Sewer Schedule

Inlet Up	Top Elev.	Inv. Up	Length	Size	Type	Slope	Inv. Dn.	Inlet Dn.
STORM LINE "A"								
A-2	1182.08	1178.68	76 LF	18"	RCP	1.83%	1177.35	A-1
STORM LINE "B"								
B-2	FES	1178.38	58 LF	2'-14'x23"	HE RCP	0.50%	1178.09	B-1
STORM LINE "C"								
C-2	1195.85	1192.55	221 LF	18"	HDPE	1.50%	1189.22	C-1
STORM LINE "D"								
D-3	EAC 0.0	1184.00	257 LF	12"	HDPE	0.50%	1182.14	D-2
D-2a	1184.67	1183.38	154 LF	12"	HDPE	0.40%	1182.14	D-2
D-2	EAC 0.0	1183.14	117 LF	12"	HDPE	0.40%	1182.67	D-1
STORM LINE "E"								
E-2	FES	1179.00	56 LF	18"	RCP	1.50%	1178.50	E-1

Detention Pond Maintenance:

Drainage detention facility easements are hereby established as shown to provide for the detention of storm water runoff and as restricted or approved by the city engineer. All maintenance within the drainage detention facility easement shall be the right, duty and responsibility of the property owners association in the plat of Simple Storage S Addition; however, if maintenance is neglected or subject to abnormal circumstances and it is determined to be a hazard or threat to public safety by the city, corrective maintenance may be performed by the governing jurisdiction with costs assessed to and borne upon said property owners association. Officials representing the public health department, shall have the right to enter upon the easement for purposes of periodic inspection and/or corrective maintenance of the facility. Upon receiving written approval from the public works department, property owners association may construct improvements within the easement, provided the improvement does not interfere with the function of the detention facility.

GRAPHIC SCALE

811 Know what's below. Call before you dig.

VICINITY MAP

REVISIONS

Site Development Plan

Preliminary Plat For:

Simple Storage Addition
24th Ave SE & E Imhoff Rd Norman, Oklahoma

Luke Rountree
PO Box 15329
Del City, OK 73155
(405) 509.6795

NOT FOR CONSTRUCTION FOR REVIEW ONLY!!!!

BLEW & ASSOCIATES, P.A.
Surveying Engineering Mapping

Certificate of Authorization No. 5367

2023.06.29	22-11951
H. Smith	J. De Queiroz

22-11951 Cvr sht1.dwg

SP

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL PLAT FOR SIMPLE STORAGE ADDITION, THE ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN.

LOCATION: Located at 3360 S. Classen Boulevard.

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INFORMATION:

1. Owner. Simple Storage L.L.C.

2. Developer. Simple Storage L.L.C.

3. Engineer. Blew and Associates.

HISTORY:

1. Refer to the Norman Development Committee Staff Report, February 22, 2024.

2. August 26, 1997. City Council adopted Ordinance No. O-9798-2 placing this property in the C-2, General Commercial District and removing it from the C-1, Local Commercial District.

3. August 22, 2023. City Council approved the preliminary plat for Simple Storage Addition.

4. February 22, 2024. The Norman Development Committee approved the program of public improvements, site plan and final plat and recommended that the final plat be submitted to City Council for consideration.

IMPROVEMENT PROGRAM:

1. Refer to the Norman Development Committee Staff Report, February 22, 2024.

2. Subdivision Bond. A subdivision bond has not been submitted since the developer has requested approval of the final plat with the filing thereof to be directed subject to completion and City acceptance of all required public improvements.

PUBLIC DEDICATIONS:

1. Refer to the Norman Development Committee Staff Report, February 22, 2024.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, preliminary plat; site plan, final plat, preliminary plat, Staff Report recommending approval and the Development Committee form are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the final plat; and, if approved accept the public dedications contained within the plat and direct the filing of the final plat and authorize the Mayor sign the final plat subject to completion and acceptance of public improvements or bonding of public improvements.

ACTION TAKEN: _____

DEVELOPMENT COMMITTEE

FINAL PLAT
FP-2324-9

DATE:
February 22, 2024

STAFF REPORT

ITEM: Consideration of a Final Plat for **SIMPLE STORAGE ADDITION.**

LOCATION: Generally located 220' north of Imhoff Road on the east side of 24th Avenue S.E.

INFORMATION:

1. Owners. Simple Storage, L.L.C.
2. Developer. Simple Storage, L.L.C.
3. Engineer. Blew and Associates, PA.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1314 annexing this property into the Norman Corporate City Limits without zoning.
2. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District.
3. March 10, 1983. Planning Commission, on a vote of 8-0, recommended to City Council that this property be placed in C-1, Local Commercial District and removed from A-2, Rural Agricultural District.
4. March 10, 1983. Planning Commission, on a vote of 8-0, approved the preliminary plat for East Ridge Addition.
5. April 12, 1983. City Council adopted Ordinance No. O-8283-75 placing this property in C-1, Local Commercial District and removing it from A-2, Rural Agricultural District.
6. July 10, 1997. Planning Commission, on a vote of 6-0, recommended to City Council that this property be placed in C-2, General Commercial District and removed from C-1, Local Commercial District.
7. August 26, 1997. City Council adopted Ordinance No. O-9798-2 placing this property in the C-2, General Commercial District and removing it from the C-1, Local Commercial District.
8. July 13, 2023. Planning Commission, on a vote of 7-0, recommended to City Council that the preliminary plat for Simply Storage Addition be approved.

9. August 22, 2023. City Council approved the preliminary plat for Simple Storage Addition.

IMPROVEMENT PROGRAM:

1. Fire Hydrant. A fire hydrant will be installed for fire protection.

2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.

3. Sanitary Sewers. Sanitary sewer is existing.

4. Sidewalks. Sidewalks adjacent to 24th Avenue S.E. are existing.

5. Storm Sewers. Stormwater and appurtenant drainage structures will be installed in accordance with plans and City drainage standards. Stormwater runoff will be conveyed to a privately maintained detention facility within the property.

6. Streets. Twenty-Fourth Avenue S.E. paving is existing.

7. Water Mains. There is a 12" water main existing adjacent to 24th Avenue S.E. A water line will be installed to serve a proposed fire hydrant.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.

2. Rights-of-Way. Street right-of-way for 24th Avenue S.E. is existing.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat, site plan and final plat are attached.

STAFF COMMENTS AND RECOMMENDATION: The owner/developer has requested the Norman Development Committee approve the program of public improvements, site plan and final plat and submit the site plan and final plat to the City Council for consideration.

The owner is proposing two (2) structures on 4.516-acres and one (1) lot.

The final plat is consistent with the approved preliminary plat.

APPLICATION FOR
DEVELOPMENT COMMITTEE
ACTION

Date: February 15, 2024

Part I: To be Completed by Applicant:

1. Applicant(s):
Blew & Associates, PA & Simple Storage, LLC

Signature of Applicant(s):

Telephone Number and Address:
Blew & Associates, PA, 5102 S. Pinnacle Hills Pkwy, Rogers, AR 72758
Simple Storage, LLC, PO Box 15329, Del City, OK 73155

2. Project Name and Legal Description:
Simple Storage Subdivision. See attached for Legal Description

3. Action Request of Development Committee:
We are requesting the Development Committee approve the program of public improvements, site plan and final plat and submit the final plat to the City Council for the consideration

Part II: To Be Completed by Development Committee:

Development Committee Met on: February 22, 2024

Development Committee Findings:
The engineer for the owner has requested the Development Committee approve the program of public improvements, site plan and final plat. With approvals the engineer is requesting the site plan and final plat be submitted to City Council for consideration. Public improvements consist of water line with fire hydrant, A privately maintained detention facility will be utilized for storm water runoff.

Development Committee Recommendations:
Submit the final plat and site plan to City Council for consideration.

Record of Acceptance:

	Yes	No		Yes	No
Director of Public Works	☒	☐	Director of Planning	☐	☐
Director of Utilities	☒	☐	Planning Services Manager	☒	☐
City Engineer	☒	☐	Subdivision Development Manager	☒	☐

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/12/2023

REQUESTER: Frederick Duke

PRESENTER: Frederick Duke, Procurement Analyst

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

BACKGROUND:

Section 12-301 of the Code of Ordinances of the City of Norman provides that "The City Council must declare surplus or obsolete any supplies, materials, or equipment where the valuation exceeds one thousand dollars ($1,000) prior to the selling of such supplies, materials, or equipment." The City's Purchasing Manager contracts with an organization that auctions off equipment that the Council has declared as surplus to the City's needs. The Auction will be conducted by Big Iron. Big Iron upon sale of any item sold will retain as total commission and compensation 7% of gross sales less sales tax. All items sold at auction are understood to be sold as is. The auction date is to be determined.

DISCUSSION:

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

RECOMMENDATION:

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

INVENTORY OF GOODS TO BE AUCTIONED

Department: Fleet Approved by

Signature: M White Purchasing Agent Fred Dieke

City Unit No.	Year	Mileage/Hrs.	Detailed Description	Serial Number/VIN	Asset Tag No.	Dept./Div.
1120	2008	69774	Ford Crown Vic	2FAFP71V48X176836	15272	PD Patrol
5-0931	2009	264241	Chevy C4500	1GBE4V1G79F413258	38952	PW Transit
5605	2006	99697	Chevy van	1GCHG35UX61128132	60270	Parks Facility Maint.
5444	2006	111901	Ford F250	1FTSW21Y26EB42398	15033	Parks
696	2008	4464	JD 5525	LV5525R454858	N/A	PW Street
5641	2009	120560	Chevy 3500	1GBJC74K39F158878	10610	PW Traffic
1210	2006	151137	Chevy Uplander	1GNDV23L96D172959	15045	PD
0075A	2005	89095	Ford F250	1FTSX20P95EC71906	14993	PW Fleet
5-1028	2010	447837	New Flyer	1VHGF3W27A6706893	40157	PW Transit
1201	2011	106037	Chevy Tahoe	1GNLC2E02BR243176	17737	PD
5634	2009	158551	Chevy 1500	1GCEC14079Z228924	10821	PW Traffic
465	2002	2103	Toro 3300	220000226	N/A	Parks
5-0703	2007	823810	Gillig	15GGE291571091335	38949	PW Transit
463	2006	152843	GMC 2500	1GTHC24U86E119476	15038	Parks
233	2013	161975	Cat CT660	1HTJKTKT4DJ405417	22739	Utilities Sanitation
232	2007	318062	Mack CV713	1M2AG11C07M058087	15114	Utilities Sanitation
1159	2011	171266	Ford Crown Vic	2FABP7BV3BX124084	15763	PD Patrol
448	2014	498	JD Rake	1TC1200HVET070016	N/A	Parks
0022	2007	111289	Pierce Pumper	4P1CV01A57A007737	14839	Fire Suppression
0005	2011	132673	Chevy Tahoe	1GNSK2E09BR242072	17736	Fire Admin
5-1048	2010	78054	Dodge Caravan	2D4RN4DE7AR292813	40152	PW Transit
5-1055	2010	62134	Dodge Caravan	2D4RN4DE3AR343286	40154	PW Transit
5-0864	2008	239051	Ford E450	1FDXE45PX8DB59346	33198	PW Transit
5-1580	2015	80109	Dodge Caravan	2C4RDGBG3FR686354	37060	PW Transit
5-1581	2015	97945	Dodge Caravan	2C4RDGBG3FR686368	33199	PW Transit
5-1028	2010	447837	New Flyer	1VHGF3W27A6706893	40157	PW Transit
5-0932	2009	290794	Chevy C4500	1GBE4V1G49F413167	39314	PW Transit
251	2015	93188	Peterbilt Rearloader	1NPSL20X0FD278500	24445	Utilities Sanitation
5943	2011	151840	Ford Ranger	1FTKR1ED6BPA60018	17755	PW Planning
5-1041	2010	75302	Dodge Caravan	2D4RN4DE6AR144958	40153	PW Transit
989	2012	142656	Ford F250	1FTBF2B65CEA44121	11340	PD Animal Control
331	2017	100	Concrete Saw	17061584	N/A	Utilities Waterline
373	2017	N/A	Concrete Saw	20172200159	N/A	Utilities Waterline
298T	2016	N/A	Titan trailer	2TVWF4820GD000417	26973	Utilities Sanitation
680B	2012	N/A	JD Brush hog	1POCX15ETCP023199	N/A	PW Streets
175	1997	4635	Cat 120H Grader	4MK00341	N/A	PW Streets
240	2015	95226	Peterbilt 320 Frontloader	3BPZL20X2FF100036	12108	Utilities Sanitation
291	2016	181037	Peterbilt 365	1NPSDH9X1GD350017	26972	Utilities Sanitation
1040T	2001	N/A	TM Trailer	41MCB16291W011509	15250	PD
654	2000	44867	IHC 4700	1HTSCAAN6YH280927	14960	PW Streets
657	2014	1783	Bandit Chipper	4FMUS2223ER002941	N/A	PW Streets
77G	2013	N/A	Air Compressor/Welder	61320163900	N/A	PW Fleet
77CR	2014	N/A	Stahl 3200LRX Crane	4132008	N/A	PW Fleet
652	2012	1336	John Deere 997	1TC997SCHCT071838	N/A	PW Streets
113	2011	1332	John Deere 333D	1T0333DMABD208964	N/A	PW Streets
N/A	N/A	N/A	Wheels and tires	N/A	N/A	PW Fleet
N/A	N/A	N/A	Pierce Fire Truck Service Manuals	N/A	N/A	PW/Fleet
N/A	N/A	N/A	Concrete Mixer	N/A	N/A	Utilities Waterline
N/A	N/A	N/A	Jack Hammer	N/A	N/A	Utilities Waterline
N/A	N/A	N/A	EZ GO Golf cart	1205729	N/A	Parks
N/A	N/A	N/A	Golf Ball Dispenser	10603	N/A	Parks

INVENTORY OF GOODS TO BE AUCTIONED

Department: Utilities/Line Maintenance

Signature: _____

Approved by _____

Purchasing Agent Fred Duke

City Unit No.	Year	Mileage/Hrs	Detailed Description	Serial Number/VIN	Asset Tag No.	Dept/Div
N/A	N/A	N/A	3 Piece Lockers	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	3 Piece Lockers	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Magnetic Manhole Buddys	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Magnetic Manhole Buddys	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Magnetic Manhole Buddys	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Magnetic Manhole Buddys	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Campbell Air Compresser	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Man Hole Roller Flush Truck	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Man Hole Roller Camera Van	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Man Hole Roller Camera Van	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Forced Air Gas Blower	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Tree Light Stand	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Tree Light Stand	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Soup Dispenser	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Soup Dispenser	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Stainless Steal Paper Towler Holder	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Stainless Steal Paper Towler Holder	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Stainless Steal Paper Towler Holder	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	40 Hole Bolt Bin	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Flammable Lock Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	3 Drawer Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	3 Drawer Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	6 Drawer Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Vertical Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Vertical Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Plastic Force Air Tube	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	20 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	20 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	20 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	20 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance

N/A	N/A	N/A	20 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	20 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	20 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	20 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	20 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	20 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	20 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	20 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	50 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	50 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	40 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	40 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	40 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	40 HP Paco Pump	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	4000 Watt Generator	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	DBI Saca Safety Gear	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Dayton 17,000 BR Heater	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	24" Filing Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Steel Hand Rods	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Hand Rod Base	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Lawn Boy Mower	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Truck Toll Box	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Truck Toll Box	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Vac Truck Remotes	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Vac Truck Remotes	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Jet Rodder Lead Hose	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Jet Rodder Lead Hose	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Shore Box	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	3 Phase Varible Drive Switch	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	4" Flexible Connectors	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	4" Flexible Connectors	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Steel Sand Blast Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Pump SO Cables	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Pump SO Cables	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	1,000 LB Barrel Doly	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	1,000 LB Barrel Doly	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Wheel Balancer	N/A	N/A	Utilities/Line Maintenance

N/A	N/A	N/A	Box Of Back Hoe Teeth	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Box Of Armour Seal	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Box Of Armour Seal	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	CCTV Doly	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	CCTV Doly	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	GPS Antena	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Portable Sand Blaster	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	6- Folding Tables	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	2- Weatherguard Tool Box, 1- Atwoods Tool Box	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Hydraulic Pipe cutter and ETC.	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Stanley Hydraulic Power Pack with accessories	95022211		Utilities/Line Maintenance
N/A	N/A	N/A	2-Systematic Ice Breaker with Cables	1-B-101, 1-B-102		Utilities/Line Maintenance
N/A	N/A	N/A	Dremel on stand	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Lincoln Pro Mig 140 Welder	M3060312543		Utilities/Line Maintenance
N/A	N/A	N/A	Ridgid Chop Saw	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	5-18" File Cabinets	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Railroad Spike Puller, 1 Axe, and 1 Tree Limb Chomper	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	5 Speed Drill Press	18253FW		Utilities/Line Maintenance
N/A	N/A	N/A	2- Tables with Cabinets	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Metal Stand	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Metal Office Table with Chair	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	3- Vertical Metal Cabinets	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	3-2 Drawer File Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	4-3 Drawer File Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	4-4 Drawer File Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	1-6 Drawer File Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Shop Bench	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Book Case Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	32- Metal Lockers	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	6' Supply Shelf	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	22- Chairs	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	2- Office Roling Chairs and 2 Office Chairs	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	3- Microwaves with 1- Microwave Stand	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	4- Office Tables	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Hp Printer With Stand	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	2- Computer Monitors	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Wooden Supply Cabinet	N/A	N/A	Utilities/Line Maintenance

N/A	N/A	N/A	5- Office Desks and 2- Office Tables	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Wooden Book Shelf and Wooden Cabinet	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Kitchen Shelf	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Paper Cutter, 2- Staplers, 1- Hole Puncher	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	Small Office Fan	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	2 Metal Ramps	N/A	N/A	Utilities/Line Maintenance
N/A	N/A	N/A	3' Misc Air Hoses and fittings	N/A	N/A	Utilities/Line Maintenance

INVENTORY OF GOODS TO BE AUCTIONED

Department Public Works / Traffic Control

Signature

Reviewed by Accounting

Condition	Item and Year	Detailed Description	Serial Number	City Unit No.
Poor	Traffic Signal Equip. / 2004	ASC/3-1000 Traffic Signal Controller	754	
Poor	Traffic Signal Equip. / 2011	ASC/3-1000 Traffic Signal Controller	A2784	
Poor	Traffic Signal Equip. / 2012	ASC/3-1000 Traffic Signal Controller	A10660	
Poor	Traffic Signal Equip. / 2014	ASC/3-1000 Traffic Signal Controller	A20513	
Poor	Traffic Signal Equip. / 2010	Solo Terra Video Detection Camera	88921	
Poor	Traffic Signal Equip. / 2011	Solo Terra Video Detection Camera	89096	
Poor	Traffic Signal Equip. / 2011	Solo Terra Video Detection Camera	90765	
Poor	Traffic Signal Equip. / 2012	Solo Terra Video Detection Camera	95401	
Poor	Traffic Signal Equip. / 2014	Econolite Traffic Signal Cabinet	19A-1060-002	
Poor	Traffic Signal Equip. / 2014	Tesco Battery Backup Cabinet	CL-646723	
Poor	Traffic Signal Equip. / 2019	Econolite Traffic Signal Cabinet	37-1299-001	
Poor	Traffic Signal Equip. / 2019	Tesco Battery Backup Cabinet	D96608567	
Poor	Traffic Signal Equip. / 2007	Econolite Traffic Signal Cabinet	17-2701-002	
Poor	Traffic Signal Equip. / 2007	Tesco Battery Backup Cabinet	BR-238018	

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF SUBMISSION OF THE CERTIFIED LOCAL GOVERNMENTS (CLG) PROGRAM 2024-2025 APPLICATION FOR FUNDING IN THE AMOUNT OF $18,375 TO BE SUBMITTED TO THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE.

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 3/12/24

REQUESTER: Anais Starr

PRESENTER: Jane Hudson, Director of Planning

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF SUBMISSION OF THE CERTIFIED LOCAL GOVERNMENTS (CLG) PROGRAM 2024-2025 APPLICATION FOR FUNDING IN THE AMOUNT OF $18,375 TO BE SUBMITTED TO THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE.

BACKGROUND:

On April 14, 1998, Council approved Contract K-9798-108 with the State Historic Preservation Office (SHPO), making Norman a member city in the Certified Local Governments (CLG) Program. The CLG Program is part of the U.S. Department of the Interior's national program for development and support of local historic preservation programs. Since its initial participation in 1999, the City of Norman has received an approximate annual average allocation of $15,000 in CLG grant funds. In the 25 years that the City has participated in the CLG program, the City has received over $250,000 in funding. In February, SHPO notified the City of Norman that the City was eligible to apply for $18,375 in CLG funding for the 2024-2025 program year.

Designation as a CLG city recognizes Norman's historic preservation efforts and entitles the City to apply for a portion of the education/outreach funding set aside by the SHPO out of each year's budget. Funding is intended for historic research, public education and outreach programs. Over the past 25 years, Norman's CLG funding has created historic preservation educational materials, conducted historic architectural surveys, hosted free hands-on historic home repair workshops and provided training for staff and Commission.

DISCUSSION:

In conversations with the State Historic Preservation Office and the Historic District Commission, City Staff has developed proposed projects for 2024-2025 CLG funds. With Historic District Commission approval, staff prepared a funding application that includes project descriptions and a budget showing $18,375 in proposed expenditures of CLG funds and documentation of matching funds. On March 4, 2024, the Historic District Commission recommended approval of the CLG Grant Application projects described below.

The attached CLG application contains proposed historic preservation projects for the fiscal year 2024-2025 (FY 24-25) Program for consideration by City Council and the State Historic Preservation Office.

The CLG Program requires a 60/40 in-kind match. In order to receive $18,375 in CLG grant funds, the City must document a minimum of $12,250 in matching funds or in-kind contributions of staff time. Typically, matching funds are primarily derived by in-kind contributions of staff time in the amount of $10,050 and by the annual $2,200 (account 010-4080-419.40-03) contribution from the City of Norman General Fund.

CLG 2024-2025 PROJECTS AND BUDGET:

PROJECT 1: Educational Training - $3,000
Training in the form of attendance at an annual preservation/planning conference is strongly encouraged by SHPO for staff and commissioners of all CLG participant cities. Usually staff/Commission attend a national or regional one, two or three-day conference. Staff is anticipating an in-person conference attendance in 2024-2025. A total budget of $2,700 includes registration fees and, if needed, travel expenses and lodging.

PROJECT 2: Memberships Dues for NAPC - $150
Membership dues for Historic District Commissioners and staff to the National Alliance of Preservation Commission. Total budget of $150 would provide membership for all Commissioners and staff.

PROJECT 3: Maintenance of Historic Tour Mobile App - $1,725
This project is the maintenance fee associated with the historic tour mobile app for the Historic Norman mobile tour available through the STQRY app, which was developed last year. The Historic Norman mobile tour is comprised of twenty-three historic structures, sixteen of which are listed in the National Register of Historic Places located in downtown Norman and OU campus area. Now that the mobile tour app is established, the mobile app contractor, STQRY, requires an annual maintenance fee to continue hosting the historic app. A total budget of $1,725 is proposed for this project.

PROJECT 4: Development of Southridge Historic Walking Tour Mobile App - $1,500
This project will develop a historic tour mobile app of the structures in the Southridge Historic District that are listed in the National Register of Historic Places. Staff will provide the historical information regarding the structures to the current contractor, STQRY, to develop and launch this additional mobile tour app. The $1,500 covers the anticipated expense of contracting with STQRY to execute the Southridge Historic mobile tour app. A total budget of $1,500 is proposed for this project.

PROJECT 5: National Alliance of Preservation Commissions (NAPC) Workshop - $8,500
This project will offer two virtual Commission Assistance and Mentoring Program (CAMP) workshops offered by the NAPC for staff and Commissioners. Staff anticipates a four-topic CAMP covering the essentials of Preservation Commissions in the fall and a two-topic in-person CAMP regarding Disaster Recovery in the spring. The four-topic CAMP Essential is anticipated to cost $4,500 while the two-topic CAMP Disaster Recovery anticipated to cost $3,500. An

allocation of $500 in funds is being requested to address any software or hardware needs during these training sessions. A total budget of $8,500 is proposed for these two training workshops.

PROJECT 6: Educational Postcard - $1,800
Educational postcards will be mailed at least bi-annually to each property owner in the three Historic Districts. The postcards will remind property owners that they live in a city-designated Historic District Overlay, which requires that exterior modifications and repairs adhere to Historic District Ordinance and Preservation Guidelines. The educational postcards provide an opportunity to pass along any current information that impacts the Historic Districts, such as available workshops. QR codes and website links to the Historic Preservation webpage will be included on the postcards along with staff contact information. A total budget of $1,800 would cover the cost of designing, mailing and printing for this project.

Project 7: Printing of Historic Norman Coloring Book - $1,700
The Historic Norman Coloring Books will be re-printed to allow for distribution by Visit Norman, Parks Department, The Depot, Moore-Lindsay House Museum and other public sites. A total budget of $1,700 would cover the cost of printing for this project.

TOTAL BUDGET OF CLG FUNDS - $18,375

RECOMMENDATION:

The Historic District Commission reviewed and approved the proposed projects for the CLG 2024-2025 Grant Application for Funding. Staff reviewed the proposed CLG 2023-2024 Grant Application for Funding and recommends authorizing the submission of the Certified Local Government Program application to the State Historic Preservation Office in the amount of $18,375. Upon notification of funding award, staff will forward any associated contract document to the City Council for approval, including a request to appropriate the approved contract amount. CLG funds are anticipated to be available July 1, 2024.

Oklahoma Historical Society
State Historic Preservation Office

CERTIFIED LOCAL GOVERNMENTS (CLG) APPLICATION

SECTION I: IDENTIFICATION

CLG (City): City of Norman FEI Number: 73-6005353

CLG Contact: Anais Starr Title: Planner II

Address: 225 N Webster Ave, Norman OK 73069

Phone: 405-366-5392 Email: anais.starr@normanok.gov

Population Based on Most Current Census: 128,026 Census Year: 2020

US Congressional District: 4

State House District: 44,45,46&53 State Senate District: 15,16,17

Was the public involved in the development of this application? Yes X No _____
In what way?

Discussion of potential CLG grant projects was held at regularly scheduled Historic District Commission meetings in October and December of 2023 and March of 2024.

CLG (City) Representative: To the best of my knowledge, all information included in this application is true and accurate. I am duly authorized to sign this document on behalf of the City, and the City will comply with the attached assurances if the requested assistance is provided.

_____ _____
Authorized CLG Representative Signature Date

_____
Printed Name Title

Local Preservation Commission Chairman: I hereby certify that the local historic preservation commission established by city ordinance has participated in the development of this application and considers the activities described herein to be important to the continued development of our local preservation program.

P.M. Zorba 3-4-2024
Chairman, Local Preservation Commission, Signature Date

P. MICHAEL ZORBA CHAIRMAN
Printed Name Title

SECTION II: PROJECT WORK TO BE COMPLETED

A. National Register of Historic Places (NRHP)

1. Does the CLG plan to prepare NRHP nomination(s)? Yes _____ No _x_____

   _____ Individual How Many? _____

   _____ District How Many? _____

2. Name and address of individual nomination(s) and/or name and boundary of district nomination(s).

   _____
   _____
   _____
   _____
   _____
   _____

3. SHPO staff has determined the property or district eligible for the NRHP _____

4. Who will conduct the work? _____Consultant _____In-house Staff

B. Survey

1. Does the CLG plan to prepare a survey(s)? Yes _____ No _x_____

   Type: _____Architectural _____Thematic _____Archeological

   Level: _____Intensive _____Reconnaissance (archeological only)

2. What is the name of the area being surveyed?

   _____
   _____

3. Boundary of survey area. Include map.

   _____
   _____
   _____

4. What is the estimated number of sites to be documented? _____

5. How many acres are included within the boundaries of the survey area? _____

6. Who will conduct the work? _____Consultant _____In-house Staff

C. Preservation Planning

1. Does the CLG plan to prepare or update any of the following: Yes _____ No X

_____ Preservation Plan _____ Design Guidelines

_____ Historic Context (outside of a survey)

_____ Other (describe) _____

2. Will this work be new or an update? _____ New _____ Update

3. If preparing a historic context, list topic(s).

_____

_____

4. Who will conduct the work? _____ Consultant _____ In-house Staff

D. Publications and Digital Media

1. Does the CLG plan to develop publications or digital media? Yes X No _____

_____ HP Website X Cell Phone Tour

_____ Activity/Youth Book _____ Brochure/Map (map must be in addition to digital)

_____ Door Hangers/Yard Signs _____ Pamphlets

_____ DVD/CD X Reprints of Existing Publications

X Maintenance of Digital Media (website, cell phone app, etc.)

_____ Other (describe) _____

2. Provide the proposed title(s) of publication(s) and a summary of the subject matter.

Reprints of existing publications including: Historic Norman Coloring & Activities Books and Historic District FAQ pamphlet

Expansion of existing cell phone tour-- Southridge Historic District.

_____

3. Who will conduct the work? X Consultant _____ In-house Staff

E. Educational Programs

1. Does the CLG plan to present workshop(s) or other educational events?

   Yes __x__ No _____

   __x__ Workshop Type? NAPC Virtual CAMP Training Basics (3-6 topics)

   __x__ Workshop Type? NAPC In-Person CAMP Resilience and Disaster Planning (2-6 topics)

   _____ Event Description?_____

   _____

2. Who will conduct the work? ___x__Consultant _____In-house Staff

F. Training, Memberships, Supplies, and Other

1. CLG plans to send staff or commission members for training. __x__
   Pre-approved training opportunities include PastForward, NAPC Forum, National Preservation Institute trainings, and NPS/CLG-sponsored trainings. All other trainings must receive prior approval from SHPO staff via email.

2. CLG plans to pay for updates of memberships as approved by the SHPO. __x__
   Pre-approved memberships include National Alliance of Preservation Commissions, National Trust for Historic Preservation, and Preservation Oklahoma, Inc. All other memberships must receive prior approval from SHPO staff via email.

3. CLG plans to pay for supplies as needed by the HP staff. __x__

4. CLG plans to complete a different type of project, described below. _____

SECTION III: PROJECT BUDGET

Total CLG Funds Requested	$ 18,375	60%
Total Nonfederal Match	$ 12,250	40%
Total Project Cost	$ 30,625	100%

REMINDER: In most cases, a 60/40 match is required. This means the federal share will be 60% of the total project costs and the nonfederal matching share will be 40% of the total project costs. An easy way to calculate the required 40% is to take the allocated amount, multiply by 40 and divide by 60 ($4,500 x 40 / 60 = $3,000; Total project cost is $7,500).

All three budget sections must be completed: Budget Summary, Itemized Budget, and Matching Share Disclosure Form. Failure to complete any of the three sections will be considered an incomplete application.

BUDGET SUMMARY			
CATEGORY	**FEDERAL FUNDING**	**NONFEDERAL MATCH**	**TOTAL**
Personnel		10,050	10,050
Consultant	11,225		11,225
Printing	2,500		2,500
Postage	1,000		1,000
Supplies	500		500
Travel/Training	3,000		3,000
Other *	150		150
*		2,200	
*			
Total	18,375	12,250	30,625

* Specify what is being included in the "Other" category or additional categories:

Membership Dues to the NAPC for Commissioners and Staff

2,200 from City of Norman General Fund is provided as match. It will be utilized for expenses not covered by CLG grant funds.

Supplies will be for training if needed.

Note: If you are applying an indirect cost rate, please contact the SHPO for more details.

ITEMIZED BUDGET

Provide a detailed cost breakdown of each category in the budget summary. All personnel involved must be listed with name, staff position, and hourly rate of pay.

Personnel:
Non-federal Match - $10,050
Anais Starr, Historic Preservation Officer – 2.26 hrs./52 wks. at $66.91/hr.
Whitney Kline, Administrative Technician – 1.58hrs./52 wks. at $26.47/hr.
Other: Non-Federal Match - $2,200, City of Norman General Fund
Fringe: $0
Supplies: $0

Equipment:
Travel/Training:
Attendance/Participation at a Planning/Preservation Conferences for Staff/Commissioners
CLG Funding-$3000
Non-federal match - $0
Contractual:
Walking Tour App Maintenance Fee
CLG Funding-$1,725
Non-federal match - $0
Walking Southridge Tour App (Contractor)
CLG Funding-$1,500
Non-federal match - $0
NACP Virtual CAMP Basics Workshop (4 topics)
CLG Funding-$4,500
Non-federal match - $0
NAPC In-Person CAMP Disaster Planning (2 topics)
CLG Funding-$3,500
Non-federal match - $0
Supplies:
Training – Software/Hardware Supplies
CLG Funding-$500
Non-federal match - $0
Printing:
Quarterly Postcard Project
CLG Funding- $800
Non-federal match - $0 / Coloring Books CLG Funding - $1700, Non-Federal Match - $0
Postage:
Quarterly Postcard Project
CLG Funding- $1,000
Non-federal match - $0
Other:
NAPC Membership Renewal
CLG Funding- $150

MATCHING SHARE DISCLOSURE FORM

Provide a complete disclosure of the matching share on the form below; there are multiple sections, but only one may be necessary. If personnel costs are included as matching share, include staff position and hourly rate of pay for each person.

Donor = agency or organization providing the matching share
Source = where the match was obtained; may be "same as donor"
Kind = what type of match is being used – cash or donated services
Amount = dollar value of the contribution

Examples:

Donor: City of SHPO
Source: Personnel
Kind: In-kind
Amount: $3,500
Staff Position: Admin. Asst.
Hourly Rate: $12.50/hr.

Donor: City of SHPO
Source: General Fund
Kind: Cash
Amount: $2,000
Staff Position: N/A
Hourly Rate: N/A

Donor:	City of Norman
Source:	Personnel Hours
Kind:	In-Kind
Amount:	$7,875.00
Staff Position:	Planner II/Historic Preservation Officer
Hourly Rate:	$66.91

Donor:	City of Norman
Source:	Personnel Hours
Kind:	In-Kind
Amount:	$2,175.00
Staff Position:	Administrative Tech III
Hourly Rate:	$26.47

Donor:	City of Norman
Source:	General Fund
Kind:	Cash
Amount:	$2,200.00
Staff Position:	
Hourly Rate:	

Donor:	
Source:	
Kind:	
Amount:	
Staff Position:	
Hourly Rate:	

Donor:	
Source:	
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Staff Position:	
Hourly Rate:	

Donor:	
Source:	
Kind:	
Amount:	
Staff Position:	
Hourly Rate:	

PROJECT SCHEDULE

List by project; see examples. It is not necessary to includes dates of purchases of supplies or renewals of memberships. Project schedule dates may be adjusted in consultation with the applicant in the final contract to accommodate for staff review times.

Preferred Contract Start Date: July 1,204 ending June 30, 2025

(Examples: July 1, ending June 30; September 1, ending August 31; September 30, ending September 29)

Examples:

Survey - begin August 2023, send draft to SHPO by February of 2024, send second draft to SHPO by March 2024, send final to SHPO by May 2024

Kids Activity Book - begin October 2023, send first draft to SHPO by January 2024, send final draft to SHPO by March 2024, publish with SHPO approval in May 2024

Workshop – coordinate date with presenter November 2023, provide SHPO with topic and dates and reserve space in December 2023, present workshop in late summer 2024

CAMP Basics - Coordinate date of workshop with NAPC. Provide topics and reserve space by August 2024 present workshop September/October 2024.

Southridge Historic Tour App - Review and select material for utilization in the development of tour app and sign contract agreement with existing tour app contractor in November/December 2024. Spring of 2025 work with tour app contractor to develop South ridge tour app. Southrigde tour app launched May 2025.

Re-print Historic Norman Coloring Books in July/August of 2024.

Quarterly Postcards - In July/August 2024, prepare and mail first postcard highlighting CAMP to be held in fall of 2024 Prepare and mail second postcard with general Historic District information in January 2025. Prepare and mail third postcard with general Historic District information in March 2025. Prepare and mail fourth postcard in May 2025 with information regarding the launch of Southridge Historic Tour App.

CAMP Disaster Recovery - Coordinate date of workshop with NAPC. Provide topics and reserve space by February 2025 present workshop March/April 2025.

Staff attends American Planning Association Conference - March 29–April 1, 2025 Denver, Colorado.

NAPC- Membership- Renewed May 2025.

Mobile Tour App Maintenance Fee - Renewed December 2024.

Assurances—Non-Construction Programs

Item 11.

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency .

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of

project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the pr[illegible] human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted

OKLAHOMA
Office of Management & Enterprise Services

Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: *A certification shall be included with any competitive bid and/or contract exceeding $25,000.00 submitted to the State for goods or services.*

Agency Name: Oklahoma Historical Society Agency #: 350

Supplier or Bidder Legal Name: _____ Solicitation or Purchase Order #: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid or contract executed by the state for an acquisition in excess of the fair and reasonable acquisition threshold amount, I certify:,

1. I am the duly authorized agent of the above named supplier or bidder, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
    a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
    b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
    c. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

SECTION III [74 O.S. § 582]:

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

SECTION IV [74 O.S. § 12005]:

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of energy companies and will not boycott energy companies during the term of the contract.

SECTION V DEBARMENT, SUSPENSION OR OTHER RESPONSIBILITY MATTERS:

For the purpose of a contract for goods or services, the supplier certifies any debarment, suspension, indictments, convictions, civil judgments and terminated public contracts have been disclosed to the State Purchasing Director.

The undersigned, duly authorized agent for the above named bidder or supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-1920-91: BY AND BETWEEN THE CITY OF NORMAN AND FREESE AND NICHOLS, FOR THE DESIGN OF THE JENKINS AVENUE WIDENING PROJECT – IMHOFF ROAD TO LINDSEY STREET IN THE AMOUNT OF $152,345 FOR THE 2019 BOND PROJECT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: Tim Miles, Capital Projects Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-1920-91: BY AND BETWEEN THE CITY OF NORMAN AND FREESE AND NICHOLS, FOR THE DESIGN OF THE JENKINS AVENUE WIDENING PROJECT – IMHOFF ROAD TO LINDSEY STREET IN THE AMOUNT OF $152,345 FOR THE 2019 BOND PROJECT.

BACKGROUND:

On April 2, 2019, the citizens of Norman voted in favor of a $72 million transportation bond issue, which includes nineteen (19) projects. With the anticipated $67 million in federal dollars being leveraged for these projects, approximately $139 million is budgeted for the nineteen (19) projects (please see the attached project list and map showing the approved projects).

On August 19, 2019, City staff advertised Request for Proposal RFP 1920-16 to solicit Consulting Engineering Services for the fourteen (14) bond projects still requiring design. The selection committee consisting of three (3) City staff and two (2) citizens “shortlisted” nine (9) consultant teams for interviews, which were held on October 2, 2019. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- Cowan Group, Oklahoma City
- Freese and Nichols, Oklahoma City
- MacArthur Associated Consultants, Oklahoma City
- Olsson Associates, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance on their current projects and capabilities of their firm to complete a specific project.

On November 26, 2019, City Council awarded the consultant design contract for the Jenkins Avenue Widening Project to Freese and Nichols of Oklahoma City in the amount of $827,005.

On September 8, 2020, the Norman City Council approved Programming Resolution R-2021-46 requesting federal funds for the Jenkins Avenue Widening Project. This resolution states the

City's commitment to adhere to the terms and conditions of a federally funded project, including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, up to a project maximum of $7,500,000 in federal funds, and administration of the construction with the matching share (20%) from the City of Norman.

On June 14, 2022, City Council approved the on-call right-of-way acquisition services contract for the Jenkins Avenue Widening Project to Pinnacle Consulting Group, Inc. (Pinnacle) of Oklahoma City in the amount of $74,500.

On May 23, 2023, City Council accepted the first four (4) easements from two (2) properties on the project in the amount of $23,746.

On June 13, 2023, City Council accepted a private utility easement for ONG and a public utility easement, both within Reaves Park, for the purpose of relocating existing overhead utilities underground.

On September 12, 2023, City Council accepted eight (8) easements from three (3) properties on the project in the amount of $15,734.

On January 9, 2024, City Council approved Contract K-2324-127, a Memo of Understanding by and between the City of Norman and the University of Oklahoma regarding a partial exchange of land and payment to the University of Oklahoma for right-of-way and easements for the Jenkins Avenue Widening Project in the amount of $827,300.

The City's current construction cost estimate for the project is $9,755,000 plus 12% Construction Engineering ($1,170,600) for a total of $10,925,600. Based on this amount, City 2019 Bond Funds will pay $3,425,600 or 31% and federal funds will pay $7,500,000 or 69% of construction and construction management costs. Federal funds have been secured for federal fiscal year 2023-2024 (FFY 2024). City staff anticipates a fall 2024 bid opening with construction starting in early of 2025.

DISCUSSION:

The proposed agenda item is a contract amendment with Freese and Nichols to include additional design scope items that were determined necessary after the project was originally scoped. A detailed breakdown is outlined in the attached Contract Amendment 1, as well as summarized below.

Initially, this project was intended to be a City-funded project, but after other 2019 Bond Projects were not ranking high enough to receive federal funds and this project was ranking high when we evaluated it, City staff decided to pursue and later received the maximum amount of federal funds for this project, which is $7,500,000. As a result, additional plan submittals and information are required, which resulted in additional design effort.

High land valuations along Jenkins Avenue required staff to minimize right-of-way acquisitions and utilize more temporary construction easements and/or utility easements outside of the right-of-way required for the project. As a result, a larger number of easements were required, which resulted in more Professional Land Surveyor effort. This use of smaller, less expensive

easements resulted in substantial land cost savings for the project, but did increase our consultant fees. Both the residential landowners and the University of Oklahoma were appreciative of these efforts to minimize the project footprint and preserve the surrounding area.

The total scope increases and one scope decrease resulted in an increased fee of $152,345 for Freese and Nichols in Amendment 1. This amendment resulted in an 18% fee increase over the original contract amount for a total design fee of $979,350 ($827,005 original fee + $152,345 AMD #1), which is still under the project design budget amount of $1,073,456.

Funding for Amendment 1 to Contract K-1920-91 design services in the amount of 152,34 is available in the Jenkins Avenue Widening Bond Project (BP0417), Design (Account 050-9419-431.62-01).

RECOMMENDATION:
Staff recommends approval of Amendment 1 to contract K-1920-91 with Freese and Nichols for design engineering of the Jenkins Avenue Widening Project – Imhoff Road to Lindsey Street in the amount of $152,345.

FREESE AND NICHOLS

PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #1

Tim Miles
201 West Gray, Bldg. A
P.O. Box 370
Norman, Oklahoma 73069

FNI PROJECT NO. NRN19719

CLIENT CONTRACT REFERENCE K-1920-91

DATE: 2/05/2024

Project Name: 2019 Bond Projects Program Management
Jenkins Avenue – from E Lindsey St. to Imhoff Rd.

Description of Services:

ACOG Deliverable Conversion: $54,350

Includes additional effort needed to convert the project over to an ODOT delivered project including modifications to the existing submittals captured in the original contract of 30%, 60%, 90%, and PS&E. Additional effort to include:

- Repackaging of the current plans to submit to ODOT as a 30% Plan Submittal and a 60% Plan Submittal
- ProjectWise integration and Coordination – covers the ODOT requirements for plan submittals into the ProjectWise system
- Coordination with ODOT Environmental and ODOT Environmental sub-consultant on the NEPA documents with revisions to the NEPA footprint
- Addressal of ODOT Local Government Division and City plan comments
- QC Letters and AWP cost estimate generation

Includes the additional required submittal for 65% R/W Plans, not captured in the original contract. Plan submittal shall include:

- Title Sheet, Typical Sections, Roadway Plan & Profile sheets with Station/Offset callouts on proposed R/W, and updated annotated cross sections

Additional Stakeholder Involvement: $12,800

Adds additional scope to the existing contract task for Public Meetings & Stakeholder Involvement including:

- Ten (10) additional monthly meetings with OU & City staff including coordination, attendance, and minute generation
- Ten (10) additional monthly meetings with City Staff and the Program Manager

Additional Survey: $7,900

Collection of additional survey needed for:

- Addition of the new Stinson Street realignment adjacent to the OU Jenkins Parking Garage
- Realignment of Timberdell Road to be a skewed intersection
- Additional survey boundary length along the west end of Imhoff Road related to the extended length of tie-in for the realignment of the Imhoff Road/Constitution Street realignment

Additional Traffic Study Alternative Evaluations, Reaves Park/Environmental Coordination, Utility Coordination, Design Revisions and R/W Coordination: $58,515

Traffic Study Alternative Evaluations ($9,395):

- Reviewed a City provided traffic study to incorporate projected traffic conditions into the Traffic Analysis report
- Coordinated with OU/City Staff on additional development along the corridor
- Performed trip generation, distribution, and assignment of the proposed developments to incorporate into the current traffic study
- Developed additional peak traffic generation alternatives to evaluate the impact on the adjacent roadway for simultaneous event release along Jenkins from the Noble Center and Reaves Park along with the additional site generated traffic from full build out along the corridor

Reaves Park/Environmental Coordination ($3,600):

- Coordinated with the design consultant for the Reaves Park expansion to include storm drain design and flatwork
- Provided, received, and evaluated base files for the park and Jenkins Avenue
- Coordinated meetings between the Park design consultant and FNI
- FNI coordinated and sent latest design base files to ODOT's contracted environmental consultant for noise studies and assisted with any additional relevant information
- FNI attended and participated in additional environmental coordination meetings with the City, and ODOT

Additional Utility Coordination ($6,750):

- Evaluated and provided base files and flatwork coordination
- FNI coordinated, attending meetings, reviewed and provided feedback for proposed City water line, OU, AT&T and OG&E utility relocation plans and utility identification

Design Revisions ($18,650):

- Provided various intersection design alternatives and roadway configurations pre-30% submittal, beyond the roundabout and signalized options at the Jenkins and Imhoff Rd/Constitution St intersections which were included in the original scope of work
- Facilitated design revisions related to OU and property owner needed adjustments at Stinson and Timberdell along with revisions to the easternmost leg of the roundabout at the newly realigned Imhoff Road and Constitution Street intersection due to OU feedback
- Coordinated and modified the design to include median breaks to accommodate adjacent driveway access
- The City coordinated with FNI about the potential removal of the roundabout realignment improvements. FNI updated the design to reflect this option and to begin the southern project approximately 150-feet south of the Constitution Street intersection
    - Removal of any improvements to Imhoff Road and the intersection
    - Redesign of Constitution Street approximately 1,100-feet east of the intersection

R/W Coordination ($3,550):

- Coordinated R/W and easement documents amongst the City, City's R/W acquisition sub-consultant (Pinnacle) and our surveyor sub-consultant (Lemke)
- Considerations accounted for in this process involved coordination, reviewing proposed utility relocation and updates to the project's R/W linework & areas
- Coordination was with the City Public Works, City Utility, OU Utility, franchise utility owners and adjacent property owners
- FNI to reevaluate R/W and easement needs based off updated design revisions

City Water Line Vault Design and Relocation ($16,570):

- Identified an existing 10'X15' water line vault approximately 50-feet south of Headington Hall along the east side of Jenkins Ave. The vault has water meters, valves and an access manhole that would be in conflict with the proposed trail and other utility relocations
- Coordinated and designed the vault's relocation to avoid proposed conflicts with this project's improvements
- Coordinated with ODOT for integration of City water line standards into the roadway project for bidding and construction

Bidding and Construction Phase Services: -$30,090

Due to this project being switched from a City Bid and Constructed project to an ODOT delivered project, the original scope of work for Bidding and Construction Phase services will be reduced with scope modified as follows:

Items remaining:

- PreBid Meeting attendance
- Bid Phase Coordination
- Construction Phase Coordination – assumed services include:
    - Response to 3 RFI's
    - 2 Plan Revisions
    - General Coordination effort

Services to remain yield a cost of $6,370. Original task amount for Bid/Construction/Record drawings was $39,130 subtracting out the remaining items above ($6,370) and the needed funds for the Record drawings ($2,670), leaves $30,090 to be repurposed.

Additional Easement Documents: $48,870
The original scope provided for 36 documents. The new plans call for 113 documents resulting in 77 additional documents.
There will also be additional property ownership research needed to confirm all properties since the original research was performed in 2019. In addition, new easement research will need to be performed.
Services to remain from the original contract included $10,560 for R/W Documents. The Surveyor's Amendment for the additional total 77 documents is $59,430 which includes (and to not exceed) $10,000 towards future revisions to easement documents. Subtracting the original ($10,560) from $59,430 leaves a total of $48,870.

Amended Deliverables: Deliverables will be per the original contract except as modified or noted above.

Amended Schedule: Schedule of this work shall be as agreed upon by the City project manager.

Compensation shall be amended as follows: A lump sum amount of one hundred fifty-two thousand, three-hundred forty-five dollars ($152,345).

Current Contract Amount:	$827,005.00
Amount of this Amendment:	$152,345.00
Revised Total Amount Authorized:	$979,350.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

BY: _____

BRANDON HUXFORD
Print Name

TITLE: VICE PRESIDENT

DATE: 3/8/24

ATTEST: _____

KEVIN JOHNSON
Print Name

TITLE: CORPORATE SECRETARY

CITY OF NORMAN

BY: _____

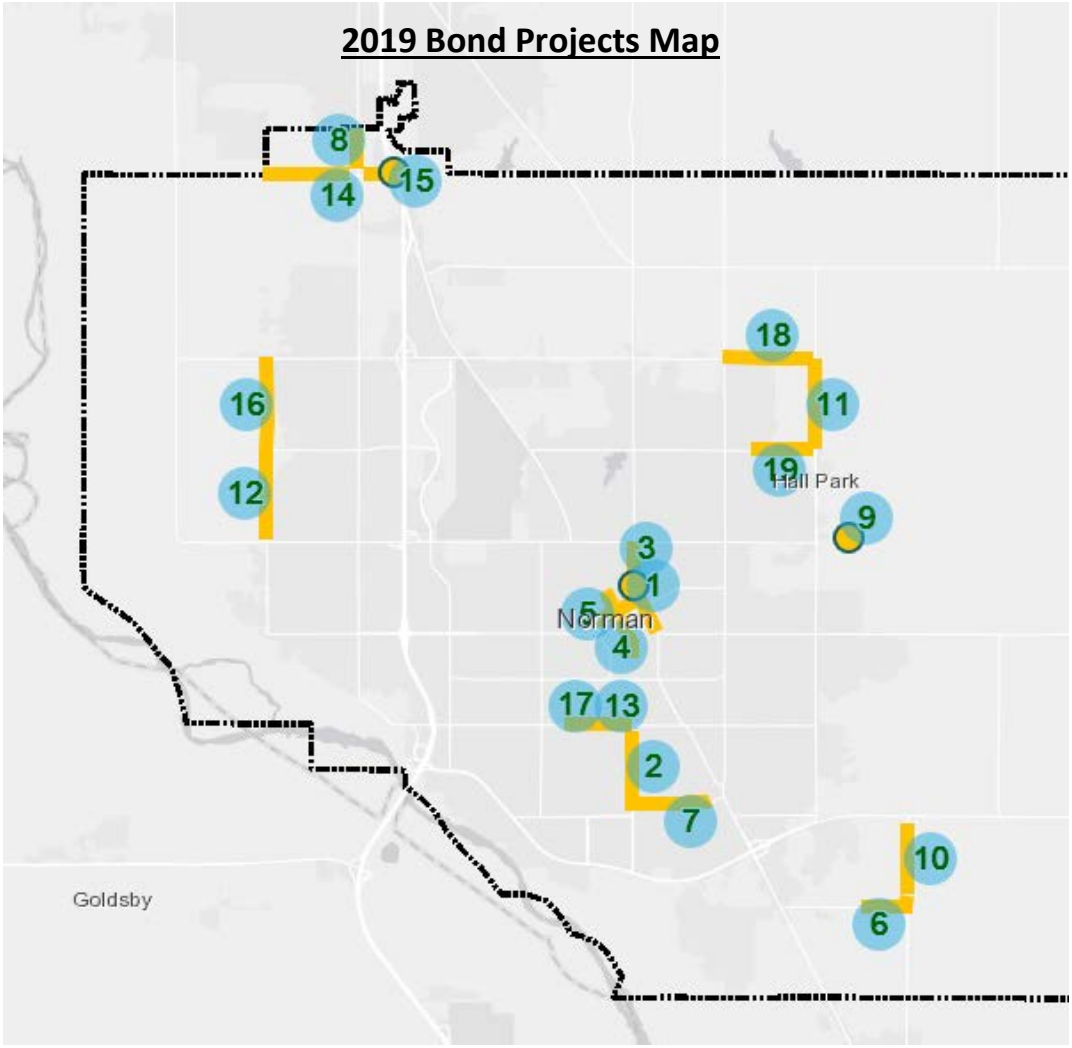
Print Name

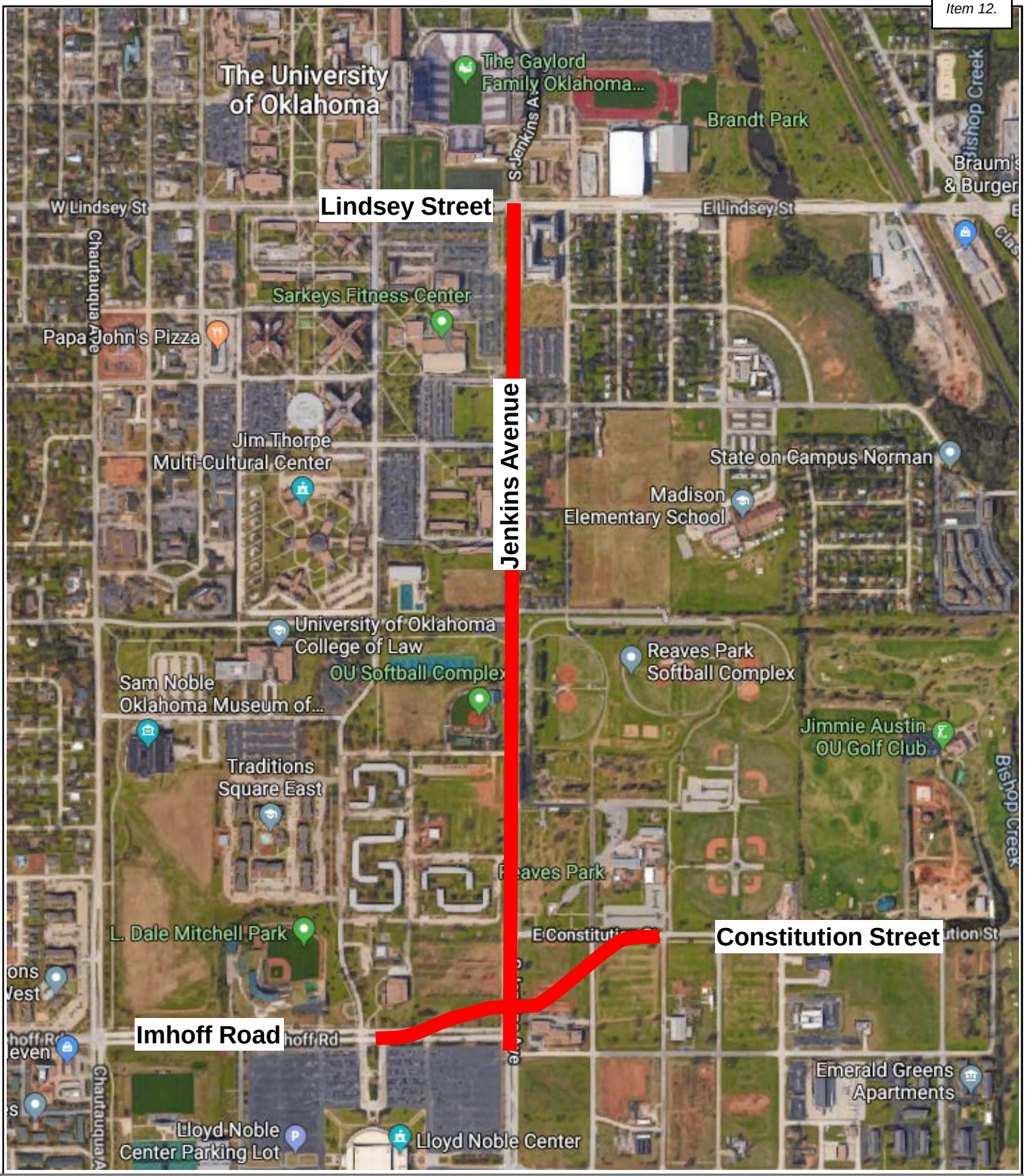
TITLE: _____

DATE: _____

2019 Bond Projects List		
Construction Year	**Project No. on Map**	**Project Location**
2020	1	Porter Avenue and Acres Street
2021	2	Jenkins Avenue - Imhoff Road to Lindsey Street
2021	3	Porter Avenue Streetscape
2022	4	James Garner Avenue - Acres to Duffy
2022	5	Gray Street Two-Way Conversion
2023	6	Cedar Lane Road - East of 24th Avenue SE to 36th Avenue SE
2023	7	Constitution Street - Jenkins to Classen
2024	8	36th Avenue NW - North of Indian Hills Road to Moore City Limit
2024	9	Traffic Management Center
2025	10	36th Avenue SE - Cedar Lane Road to State Highway 9
2025	11	24th Avenue NE - Rock Creek Road to Tecumseh Road
2026	12	48th Avenue NW - Phase 1 - Robinson Street to Rock Creek Road
2027	13	Lindsey Street Special Corridor (Elm Avenue to Jenkins Avenue)
2028	14	Indian Hills Road - 48th Avenue NW to Interstate 35
2028	15	Indian Hills Road and I-35 Interchange Match Funds
2029	16	48th Avenue NW - Phase 2 - Rock Creek Road to Tecumseh Road
2029	17	Lindsey Street Special Corridor (Pickard Avenue to Elm Avenue)
2030	18	Tecumseh Road - 12th Ave NE to 24th Ave NE
2030	19	Rock Creek Road - Queenston to 24th Avenue NE

2019 Bond Projects Map





Jenkins Avenue Widening Project
Location Map

N

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-125: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF $220,000, MAINTENANCE BOND MB-2324-48, PERFORMANCE BOND B-2324-48; AND STATUTORY BOND B-2324-49 FOR THE SUNRISE PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-107 GRANTING TAX EXEMPT STATUS.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-125: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF $220,000, MAINTENANCE BOND MB-2324-48, PERFORMANCE BOND B-2324-48; AND STATUTORY BOND B-2324-49 FOR THE SUNRISE PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-107 GRANTING TAX EXEMPT STATUS.

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, which funds various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes a project to improve existing neighborhood parks. The funds for this project are “pay-go,” meaning projects can only be completed once the funds are available. The overall NORMAN FORWARD Neighborhood Park improvement plan was presented to the Board of Park Commissioners in March 2017 and then to the City Council in May 2017 for approval.

DISCUSSION:

On October 27th and November 10th, 2023, RFP Number 2324-26 for the Sunrise Park Playground Project was advertised in the *Norman Transcript*. Requests for proposals were distributed directly to seven playground equipment vendors, six of whom responded with complete proposals.

Parks and Recreation staff carefully evaluated the playground proposals based on providing the optimum number of diverse play events, overall play areas, and age appropriateness for the neighborhood. The play equipment we have chosen maximized play value for all ages by incorporating multi-level play decks, net climbers, stand-alone spinners, climbing components, slides, and swings for all ages and a wide range of abilities. This combination of equipment allows children of all ages to enjoy the equipment in various ways. The unique features of the design set it apart from other proposals and make the playground even more innovative and able to accommodate a range of ages and abilities on this equipment. All bidders were asked to maximize the $220,000 playground budget and include accessible features in their proposal.

When the different projects were compared, it was determined that the playground offered by Happy Playgrounds LLC presented the most significant number and variety of play features versus the total price.

Staff recommends awarding Contract Number K-2324-125 to Happy Playgrounds LLC, in the total amount of $220,000 for the Sunrise Park Playground Project.

RECOMMENDATION 1: It is recommended that Request for Proposal RFP 2324-26 be awarded to Happy Playgrounds LLC in the amount of $220,000 for the Sunrise Park Playground Project. The funding of $220,000 is available for this project in the Norman Forward Neighborhood Parks Improvement Project, Construction (account 51798830-46101; project NFP101).

RECOMMENDATION 2: It is further recommended that City Council approve Contract K-2324-125, Performance Bond B-2324-48, Statutory Bond B-2324-49, and Maintenance Bond MB-2324-48

RECOMMENDATION 3: It is further recommended that Happy Playgrounds, LLC, be authorized and appointed as project agent for the Sunrise Park Playground Project by Resolution R-2324-107 to avoid payment of sales tax on equipment and materials purchases related to the project.

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Contract # K-2324-125

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20___, by and between Happy Playgrounds, LLC, hereinafter designated as "Contractor", and the City of Norman, a municipal corporation, hereinafter designated as "City".

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 said bidding documents, and has caused Solicitation for Bids 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 project:

SUNRISE PARK PLAYGROUND

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 Solicitation for Bids, 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 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 total sum named in the proposal, to wit: Two Hundred and Twenty Thousand DOLLARS and No CENTS ($220,000.00);

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, workmanlike manner at their 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:

i. Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.) NONE

ii. The Notice to Bidders published in the Norman Transcript October 27 and November 10, 2023; the Request for Proposal (RFP 2324-27), containing the instructions to bidders and the special and general provisions of specifications; and the Contractor's bid or proposal;

each of said instruments on file in the office of the City Clerk of the City of Norman, are made part of this contract as if fully written in detail herein or attached thereto.

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 the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation 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 City to exercise full discretion in its dealing with the Contractor.

2. The City shall make payments to the Contractor in the following manner:

i. The project manager, 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, to submit to the City as an application for payment. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the application for payment. Each estimate and application for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature. The City will pay Contractor within thirty (30) days of receipt of the application for payment and only after the work contained in the application for payment has been fully completed and has been approved and accepted by the City.

ii. On completion of all the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and the Contract Documents; and upon making such determinations said official shall make his final certificate to the City. The Contractor shall furnish proof that all claims and obligations incurred by 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 estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid within thirty (30) days and only after all the work has been fully completed to the satisfaction of the City.

3. It is further agreed that the Contractor will commence said work within ten (10) days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in One Hundred Eighty (180) calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

4. Notice: Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

James Briggs
Park Development Manager
225 N. Webster Ave.
Norman, OK 73070

Contractor:

Kelli Collins
Title: Owner/Managing Member
8601 South Oxford Avenue
Tulsa, OK 74137

5. Indemnification: Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Contractor's, its agents or employees performance under this Contract; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Contractor's acts, omissions or operations under or in connection with this Contract. Further, the City shall not be liable or responsible to Contractor for any loss or damage to any property or person occasioned by a third party. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

6. Insurance: Contractor shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Contractor's performance of this Contract, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Contractor shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Contractor, to wit:

i. Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Contractor's employees and subcontractors working on the project, with the subcontractors to also provide the same.

ii. Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto, as follows:

a. $25,000 for loss of property arising out of a single act or occurrence.

i. $125,000 per person for any other loss arising out of a single act or occurrence.

b.$1,000,000 for any number of claims arising out of a single act or occurrence.

7. Miscellaneous:

i. *Counterparts*: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.

ii. *Severability*: If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

iii. *Governing Law; Venue*: This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

iv. *Authority*: Each party hereto has the legal right, power and authority to enter into this Contract. Each party's execution, delivery and performance of this Contract has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Contract, except as expressly set forth herein.

v. *Entire Agreement; Amendments*: This Contract and the associated Contract Documents constitute the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

vi. *Assignment*: This Contract shall not be assigned by Contractor without prior written consent of the City.

vii. *Nondiscrimination:* Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with the requirements contained in such certification throughout the performance of this Contract.

viii. *Non-Waiver*: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

8. The sworn statement below must be signed and notarized before this Contract will become effective.

[Signatures on following page]

Contract # K-2324-125

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the _____ day of _____, 20_____. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

CONTRACTOR

Corporate Seal

_____

Happy Playgrounds, LLC
Company Name

ATTEST: Jill Grider
Corporate Secretary

BY Kelli Collins
President or Managing Partner

STATE OF Oklahoma)

COUNTY OF Tulsa)

Kelli Collins, 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. Affiant 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.

Kelli Collins
President or Managing Partner

JILL DENISE GRIDER NOTARY PUBLIC STATE OF OKLAHOMA #16004942 EXP. May 18, 2024

Subscribed and sworn to before me this 20th day of February 2024

Jill Denise Grider
Notary Public

My Commission Expires: May 18, 2024
Commission Number: 16004942

CITY OF NORMAN

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

_____
City Attorney

Approved by the City Council this _____ day of _____, 20_____.

ATTEST:

_____
Mayor

_____
City Clerk

Bond # B-2324-49

Surety Bond No. 107884344

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 and city of the first class, of the State of Oklahoma, in the penal sum of Two Hundred and Twenty Thousand DOLLARS and No CENTS, ($220,000.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 2nd day of January, 20 24.

The conditions of this obligation are such, that whereas, the above Bonded Principal Happy Playgrounds, LLC is the lowest and best bidder for the making of the following City work and improvement, viz.:

SUNRISE PARK PLAYGROUND

and has entered into a certain written contract with THE CITY OF NORMAN, dated _____, 20_____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Happy Playgrounds, LLC Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, 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 same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, 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 obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond # B-2324-49
Surety Bond No. 107884344

ATTEST:

Corporate Secretary

Happy Playgrounds, LLC
Company Name

BY
Principal

ATTEST:

Corporate Secretary (Surety)
Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America
Surety Name

BY
Surety
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 2nd day of January, 20 24 personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledged to me that He executed the same as Sean J McCauley, Jr. 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.

SARAH DANIELLE TIMMONS
Notary Public, State of Texas
Comm. Expires 08-16-2024
Notary ID 129058366

Notary Public, Sarah Timmons

My Commission Expires: 8-16-2024
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

City Attorney

Approved by the Council of the City of Norman, this _____, day of _____ 20___.

ATTEST:

Mayor

City Clerk

Bond # B-2324-48

Surety Bond No. 107884344

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 and city of the first class, of the State of Oklahoma, in the full and just sum of Two Hundred and Twenty Thousand DOLLARS and No CENTS, ($ 220,000.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this 2nd day of January, 20 24.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

SUNRISE PARK PLAYGROUND

and has entered into a certain written contract with THE CITY OF NORMAN dated _____ 20_____, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman 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 to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto 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.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond # B-2324-48
Surety Bond No. 107884344

ATTEST:

Corporate Secretary

Happy Playgrounds, LLC
Company Name

BY
Principal

ATTEST:

Corporate Secretary (Surety)

Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America
Surety Name

BY
Surety
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of January, 2024 personally appeared Sean J McCauley, Jr. to me know to be the identical person who executes the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. 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.

SARAH DANIELLE TIMMONS
Notary Public, State of Texas
Comm. Expires 08-16-2024
Notary ID. 129058366

Notary Public, Sarah Timmons

My Commission Expires: 8-16-2024
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

City Attorney

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

Mayor

ATTEST:

City Clerk

Bond # MB-2324-48
Surety Bond No. 107884344

MAINTENANCE BOND

WHEREAS, THE UNDERSIGNED Happy Playgrounds, LLC, hereinafter referred to as the Principal, has entered into a certain contract dated _____,20____, for the construction of:

SUNRISE PARK PLAYGROUND

WHEREAS, under the ordinances of said City of Norman the said Principal is required to furnish to the City a maintenance bond covering said construction, said bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of said construction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That the said Principal and Travelers Casualty and Surety Company of America as a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of Two Hundred and Twenty Thousand Dollars and No CENTS ($ 220.000.00), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, 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 repairs, 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.

Bond #MB-2324-~~48~~
Surety Bond No. 107884344

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this 2nd day of January, 20 24.

ATTEST: _____
Corporate Secretary

Happy Playgrounds, LLC
Company Name

Mailing Address of Principal:

BY _____
Principal

8601 South Oxford Avenue

Tulsa, OK 74137

Travelers Casualty and Surety Company of America
Surety Name

BY: _____
Sean J McCauley, Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND,SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of January, 20 24, personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. 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, Sarah Timmons

SARAH DANIELLE TIMMONS
Notary Public, State of Texas
Expires 08-16-2024
Notary ID 129058366

My Commission Expires: 8-16-2024
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

_____
City Attorney

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

_____
Mayor

ATTEST: _____
City Clerk

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SEAN J MCCAULEY JR** of **DALLAS**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **January**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

State of Oklahoma

Carroll Fisher
Insurance Commissioner
Oklahoma City, Oklahoma

Whereas, *the*

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

a corporation organized under the laws of CONNECTICUT

and located at ONE TOWER SQUARE - 2S2 / CORP TAX
HARTFORD, CT 06183

having complied with the Insurance laws of Oklahoma, is hereby licensed and authorized to transact the business of

ACCIDENT & HEALTH, PROPERTY, CASUALTY, MARINE, VEHICLE, SURETY, WORKERS COMP

This Certificate of Authority shall be perpetual and automatically renewed as of March 1st of every year, unless the insurer fails to qualify for renewal pursuant to the requirements of Title 36 of the Oklahoma Insurance Code.

In Witness Whereof, *I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this*

1st *day of* MARCH *A.D.* 2003

Carroll Fisher

Carroll Fisher
Insurance Commissioner State of Oklahoma

Oklahoma License # 0055

Resolution

R-2324-107

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING HAPPY PLAYGROUNDS, L.L.C., AS PROJECT AGENT FOR THE SUNRISE PARK PLAYGROUND PROJECT FOR THE CITY OF NORMAN.

§ 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Happy Playgrounds, L.L.C., for the Sunrise Park Playground Project for the City of Norman; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Happy Playgrounds, 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, Happy Playgrounds, L.L.C., to purchase materials which are in fact used for the playground equipment associated with the Sunrise Park Playground Project for the City of Norman; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Happy Playgrounds, 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 _____ day of _____, 2024, did appoint Happy Playgrounds, L.L.C., who is involved with the Sunrise Park Playground Project an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Sunrise Park Playground Project for the City of Norman.

PASSED AND ADOPTED THIS _____ day of _____, 2024

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF NORMAN

Norman, Oklahoma

23 January 2024

TABULATION OF BID QUOTES

SUNRISE PARK PLAYGROUND PROJECT

The following is a tabulation of quotes received by the City of Norman for the Sunrise Park Playground Project.

Contractor	Bid Amount
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 1	$220,000.00
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 2	$220,000.00
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 3	$220,000.00
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 4	**$220,000.00**
ACS PLAYGROUND ADVENTURES INC. (TULSA, OK)	$220,000.00
THE PLAYWELL GROUP, INC. (BOERNE, TX) —OPTION 1	$291,921.29

THE PLAYWELL GROUP, INC. (BOERNE, TX) —OPTION 2	$251,335.51
CUNNINGHAM RECREATION (CHARLOTTE, NC)	$219,999.30
PLAY BY DESIGN (TULSA, OK)	$219,650.00
PLAY AND PARK STRUCTURES (CHATTANOOGA, TN) —OPTION 1	$254,234.88
PLAY AND PARK STRUCTURES (CHATTANOOGA, TN)—OPTION 2	$218,927.78

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-126: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF $135,000, MAINTENANCE BOND MB-2324-49, PERFORMANCE BOND B-2324-50; AND STATUTORY BOND B-2324-51 FOR THE FALLS LAKEVIEW PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-108 GRANTING TAX EXEMPT STATUS.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-126: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF $135,000, MAINTENANCE BOND MB-2324-49, PERFORMANCE BOND B-2324-50; AND STATUTORY BOND B-2324-51 FOR THE FALLS LAKEVIEW PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-108 GRANTING TAX EXEMPT STATUS.

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, which funds various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes a project to improve existing neighborhood parks. The funds for this project are “pay-go,” meaning projects can only be completed once the funds are available. The overall NORMAN FORWARD Neighborhood Park improvement plan was presented to the Board of Park Commissioners in March 2017 and then to the City Council in May 2017 for approval

DISCUSSION:

On October 27th and November 10th, 2023, RFP Number 2324-27 for the Falls Lakeview Park Playground Project was advertised in the *Norman Transcript*. Requests for proposals were distributed directly to seven playground equipment vendors, six of whom responded with complete proposals.

Parks and Recreation staff carefully evaluated the playground proposals based on providing the optimum number of diverse play events, overall play areas, and age appropriateness for the neighborhood. The play equipment we have chosen maximized play value for all ages by incorporating multi-level play decks, net climber, stand-alone spinner, spring rocker, climbing components, slides and swings for all ages, and a wide range of abilities. This combination of equipment allows children of all ages to enjoy the experience in various ways. The unique features of the design set it apart from other proposals and make the playground even more innovative and able to accommodate a range of ages and abilities on this equipment. All bidders were asked to maximize the $135,000 playground budget and include accessible features in

their proposal. When the different projects were compared, it was determined that the playground offered by Happy Playgrounds LLC presented the most significant number and variety of play features versus the total price.

Staff recommends awarding Contract Number K-2324-126 to Happy Playgrounds LLC, in the total amount of **$135,000,** for the Falls Lakeview Park Playground Project.

RECOMMENDATION 1: It is recommended that Request for Proposal RFP 2324-27 be awarded to Happy Playgrounds LLC, in the amount of $135,000 for the Falls Lakeview Park Playground Project. The funding of $135,000 is available for this project in the Norman Forward Neighborhood Parks Improvement Project, Construction (account 51798830-46101; project NFP101).

RECOMMENDATION 2: It is further recommended that City Council approve Contract K-2324-126, Performance Bond B-2324-50, Statutory Bond B-2324-51, and Maintenance Bond MB-2324-49.

RECOMMENDATION 3: It is further recommended that Happy Playgrounds, LLC, be authorized and appointed as project agent for the Falls Lakeview Park Playground Project by Resolution R-2324-108 to avoid the payment of sales tax on materials and equipment purchases related to the project.

Contract # K-2324-126

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20___, by and between Happy Playgrounds, LLC, hereinafter designated as "Contractor", and the City of Norman, a municipal corporation, hereinafter designated as "City".

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 said bidding documents, and has caused Solicitation for Bids 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 project:

FALLS LAKEVIEW PARK PLAYGROUND

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 Solicitation for Bids, 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 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 total sum named in the proposal, to wit: One Hundred and Thirty-five Thousand DOLLARS and No CENTS ($135.000.00);

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, workmanlike manner at their 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:

i. Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.) NONE

ii. The Notice to Bidders published in the Norman Transcript October 27 and November 10, 2023; the Request for Proposal (RFP 2324-27), containing the instructions to bidders and the special and general provisions of specifications; and the Contractor's bid or proposal;

each of said instruments on file in the office of the City Clerk of the City of Norman, are made part of this contract as if fully written in detail herein or attached thereto.

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 the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation 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 City to exercise full discretion in its dealing with the Contractor.

2. The City shall make payments to the Contractor in the following manner:

i. The project manager, 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, to submit to the City as an application for payment. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the application for payment. Each estimate and application for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature. The City will pay Contractor within thirty (30) days of receipt of the application for payment and only after the work contained in the application for payment has been fully completed and has been approved and accepted by the City.

ii. On completion of all the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and the Contract Documents; and upon making such determinations said official shall make his final certificate to the City. The Contractor shall furnish proof that all claims and obligations incurred by 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 estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid within thirty (30) days and only after all the work has been fully completed to the satisfaction of the City.

3. It is further agreed that the Contractor will commence said work within ten (10) days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in One Hundred Eighty (180) calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

Contract # K-2324-126

4. Notice: Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

James Briggs
Park Development Manager
225 N. Webster Ave.
Norman, OK 73070

Contractor:

Kelli Collins
Title: Owner/Managing Member
8601 South Oxford Avenue
Tulsa, OK 74137

5. Indemnification: Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Contractor's, its agents or employees performance under this Contract; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Contractor's acts, omissions or operations under or in connection with this Contract. Further, the City shall not be liable or responsible to Contractor for any loss or damage to any property or person occasioned by a third party. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

6. Insurance: Contractor shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Contractor's performance of this Contract, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Contractor shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Contractor, to wit:

i. Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Contractor's employees and subcontractors working on the project, with the subcontractors to also provide the same.

ii. Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto, as follows:

a. $25,000 for loss of property arising out of a single act or occurrence.

i. $125,000 per person for any other loss arising out of a single act or occurrence.

b.$1,000,000 for any number of claims arising out of a single act or occurrence.

7. Miscellaneous:

i. *Counterparts*: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.

ii. *Severability*: If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

iii. *Governing Law; Venue*: This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

iv. *Authority*: Each party hereto has the legal right, power and authority to enter into this Contract. Each party's execution, delivery and performance of this Contract has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Contract, except as expressly set forth herein.

v. *Entire Agreement; Amendments*: This Contract and the associated Contract Documents constitute the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

vi. *Assignment*: This Contract shall not be assigned by Contractor without prior written consent of the City.

vii. *Nondiscrimination:* Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with the requirements contained in such certification throughout the performance of this Contract.

viii. *Non-Waiver*: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

8. The sworn statement below must be signed and notarized before this Contract will become effective.

[Signatures on following page]

Contract # K-2324-126

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the _____ day of _____, 20_____. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

CONTRACTOR

Corporate Seal

_____

Happy Playgrounds, LLC
Company Name

ATTEST: _____
Corporate Secretary

BY Kelli Collins
President or Managing Partner

STATE OF Oklahoma)

COUNTY OF Tulsa)

Kelli Collins, 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. Affiant 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.

Kelli Collins
President or Managing Partner

Subscribed and sworn to before me this 20th day of February, 20 24

Jice Denise Grider
Notary Public

JICE DENISE GRIDER NOTARY #16004942 EXP. May 18, 2024 PUBLIC STATE OF OKLAHOMA

My Commission Expires: May 18, 2024
Commission Number: 16004942

CITY OF NORMAN

Approved as to form and legality this 26 day of February, 20 24.

Lynn Williams
City Attorney

Approved by the City Council this _____ day of _____, 20_____.

ATTEST:

_____
Mayor

_____
City Clerk

Bond # B-2324-51

STATUTORY BOND

Surety Bond No. 107884345

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 and city of the first class, of the State of Oklahoma, in the penal sum of One Hundred and Thirty-five Thousand DOLLARS and No CENTS, ($135,000.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 2nd day of January, 20 24.

The conditions of this obligation are such, that whereas, the above Bonded Principal Happy Playgrounds, LLC is the lowest and best bidder for the making of the following City work and improvement, viz.:

FALLS LAKEVIEW PARK PLAYGROUND

and has entered into a certain written contract with THE CITY OF NORMAN, dated _____, 20_____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Happy Playgrounds, LLC Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, 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 same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, 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 obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond # B-2324-51
Surety Bond No. 107884345

ATTEST:

Corporate Secretary

Happy Playgrounds, LLC
Company Name

BY
Principal

ATTEST:

Corporate Secretary (Surety)
Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America
Surety Name

BY
Surety
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 2nd day of January, 20 24 personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledged to me that He executed the same as Sean J McCauley, Jr. 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.

SARAH DANIELLE TIMMONS
Notary Public, State of Texas
Comm. Expires 08-16-2024
Notary ID 129058366

Notary Public, Sarah Timmons

My Commission Expires: 8-16-2024
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 20 24.

City Attorney

Approved by the Council of the City of Norman, this _____, day of _____ 20___.

ATTEST:

Mayor

City Clerk

Bond # B-2324-50

PERFORMANCE BOND

Surety Bond No. 107884345

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 and city of the first class, of the State of Oklahoma, in the full and just sum of One Hundred and Thirty-five Thousand DOLLARS and No CENTS, ($ 135,000.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this 2nd day of January, 20 24.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

FALLS LAKEVIEW PARK PLAYGROUND

and has entered into a certain written contract with THE CITY OF NORMAN dated _____20_____, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman 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 to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto 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.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond # B-2324-50
Surety Bond No. 107884345

ATTEST:

Corporate Secretary

Happy Playgrounds, LLC
Company Name

BY
Principal

ATTEST:
Corporate Secretary (Surety)
Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America
Surety Name

BY
Surety
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of January, 20 24 personally appeared Sean J McCauley, Jr. to me know to be the identical person who executes the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. 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.

SARAH DANIELLE TIMMONS
Notary Public, State of Texas
Comm. Expires 08-16-2024
Notary ID 129058366

Notary Public: Sarah Timmons

My Commission Expires: 8-16-2024
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

City Attorney

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

Mayor

ATTEST:

City Clerk

Bond # MB-2324-49

MAINTENANCE BOND

Surety Bond No. 107884345

WHEREAS, THE UNDERSIGNED Happy Playgrounds, LLC, hereinafter referred to as the Principal, has entered into a certain contract dated _____, 20___, for the construction of:

FALLS LAKEVIEW PARK PLAYGROUND

WHEREAS, under the ordinances of said City of Norman the said Principal is required to furnish to the City a maintenance bond covering said construction, said bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of said construction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That the said Principal and Happy Playgrounds, LLC, as a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of One Hundred and Thirty-five Thousand Dollars and No CENTS ($ 135,000.00), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, 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 repairs, 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.

Bond #MB-2324-49
Surety Bond No. 107884345

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this 2nd day of January, 2024.

ATTEST: _____
Corporate Secretary

Happy Playgrounds, LLC
Company Name

Mailing Address of Principal:

BY _____
Principal

8601 South Oxford Avenue

Tulsa, OK 74137

Travelers Casualty and Surety Company of America
Surety Name

BY: _____
Attorney-in-Fact
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND,SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of January, 2024, personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. 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: Sarah Timmons

SARAH DANIELLE TIMMONS
Notary Public, State of Texas
Comm. Expires 08-16-2024
Notary ID 129058366

My Commission Expires: 8-16-2024
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

_____
City Attorney

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

_____
Mayor

ATTEST: _____
City Clerk

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SEAN J MCCAULEY JR** of **DALLAS**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **January**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

State of Oklahoma

Carroll Fisher
Insurance Commissioner
Oklahoma City, Oklahoma

Whereas, *the*

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

a corporation organized under the laws of CONNECTICUT

and located at ONE TOWER SQUARE - 2S2 / CORP TAX
HARTFORD, CT 06183

having complied with the Insurance laws of Oklahoma, is hereby licensed and authorized to transact the business of

ACCIDENT & HEALTH, PROPERTY, CASUALTY, MARINE, VEHICLE, SURETY, WORKERS COMP

This Certificate of Authority shall be perpetual and automatically renewed as of March 1st of every year, unless the insurer fails to qualify for renewal pursuant to the requirements of Title 36 of the Oklahoma Insurance Code.

In Witness Whereof, *I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this*

1st *day of* MARCH *A.D.* 2003

Carroll Fisher

Carroll Fisher
Insurance Commissioner State of Oklahoma

Oklahoma License # 0055

Resolution

R-2324-108

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING HAPPY PLAYGROUNDS, L.L.C., AS PROJECT AGENT FOR THE FALLS LAKEVIEW PARK PLAYGROUND PROJECT FOR THE CITY OF NORMAN.

§ 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Happy Playgrounds, L.L.C., for the Falls Lakeview Playground Project for the City of Norman; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Happy Playgrounds, 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, Happy Playgrounds, L.L.C., to purchase materials which are in fact used for the playground equipment associated with the Falls Lakeview Playground Project for the City of Norman; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Happy Playgrounds, 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 _____ day of _____, 2024, did appoint Happy Playgrounds, L.L.C., who is involved with the Falls Lakeview Playground Project an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Falls Lakeview Playground Project for the City of Norman.

PASSED AND ADOPTED THIS _____ day of _____, 2024

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF NORMAN

Norman, Oklahoma

23 January 2024

TABULATION OF BID QUOTES

FALLS LAKEVIEW PARK PLAYGROUND PROJECT

The following is a tabulation of quotes received by the City of Norman for the Falls Lakeview Park Playground Project.

Contractor	Bid Amount
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 1	**$135,000.00**
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 2	$135,000.00
HAPPY PLAYGROUNDS, LLC (TULSA, OK)—OPTION 3	$135,000.00
ACS PLAYGROUND ADVENTURES INC. (TULSA, OK)	$135,000.00
THE PLAYWELL GROUP, INC. (BOERNE, TX) —OPTION 1	$173,803.59
THE PLAYWELL GROUP, INC. (BOERNE, TX) —OPTION 2	$155,854.84

CUNNINGHAM RECREATION (CHARLOTTE, NC)	$134,999.11
J. OLIVER CONSTRUCTION (KANSAS CITY, KS)	$141,675.83
PLAY AND PARK STRUCTURES (CHATTANOOGA, TN)	$218,101.60

File Attachments for Item:

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-140: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNCIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND OLSSON ENGINEERING FOR ON-CALL CONSTRUCTION TESTING SERVICES.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: Chris A. Smith, Construction Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-140: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNCIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND OLSSON ENGINEERING FOR ON-CALL CONSTRUCTION TESTING SERVICES.

BACKGROUND:

The City of Norman utilizes various engineering firms for a variety of construction testing services utilizing existing on-call contracts. Construction testing services include soil density test, concrete strength tests, asphalt material analyses, etc. City Staff prepare an on-call testing solicitation every three (3) to five (5) years to ensure we have qualified consultants' on-call to perform the necessary tests we require on our various City projects.

Tonight's agenda item is for a new on-call testing contract with Olsson Engineering.

DISCUSSION:

The Engineering Division of the Public Works Department issued Request for Qualifications RFQ-2223-50 to numerous engineering testing firms in October 2023 to solicit new on-call contracts for construction testing services to be utilized as needed for City construction projects.

The Engineering Division received ten (10) proposals. The selection committee included three (3) staff members consisting of Chris A. Smith, Construction Manager; Steve Guizzo, Engineering Assistant; Terry Graven, Utilities Inspector; and two (2) private citizens including Harry Fritzler, retired resident of Norman, Oklahoma and Jason Taylor, resident of Norman, Oklahoma. Each committee member independently scored each proposal on a point scale as defined in the Request for Proposal. The six (6) highest ranked firms that City staff selected to enter into on-call testing agreements include: Engineering Services & Testing, Inc. (EST), Olsson Engineering, Benchmark Engineering, Geocal Inc., Burgess Engineering & Testing and CEC Engineering.

Once the firms were selected based on qualifications, unit pricing for each test on the City's Master Testing List was requested. City staff compiled this information and developed an average price for each item. All six (6) selected engineering firms reviewed the average pricing and agreed to accept these prices for billing purposes. As a result, regardless of the company performing the test, it will cost the City the same amount. Once these on-call testing agreements are approved, City staff will begin assigning testing responsibilities by project to the new and existing testing firms. This will allow staff to distribute the workload fairly and evenly, as needed. Each contract is for a period of three (3) years with the option for two (2) contract renewals each for a period of one (1) year for a maximum contract length of five (5) years. The contract language allows for a rate adjustment based on the current inflation rate at the end of the first three (3) years.

Funding for these services are budgeted in the respective project accounts and charged at the unit rates identified in the contract on an as-needed basis.

RECOMMENDATION No. 1:

Staff recommends approval of Contract No. K-2324-140 with Olsson Engineering for construction testing services.

CONTRACT FOR ON-CALL CONSTRUCTION TESTING SERVICES

This contract for on-call construction testing services ("Contract") is entered into this ____day of _____, 20__, by and between the City of Norman (a municipal corporation) ("City"), and its successors in interest, the Norman Utilities Authority ("NUA") and Norman Municipal Authority ("NMA"), referred to collectively as ("Owner") and Olsson, Inc. ("Consultant").

WITNESSETH:

CONTRACT NO. K-2324-140
ON-CALL CONSTRUCTION TESTING SERVICES

WHEREAS, the Owner requires the services of a Construction Testing Consultant to perform services in connection with miscellaneous City wide projects; and

WHEREAS, the Construction Testing Consultant will provide services for these projects in accordance with this Contract; and

WHEREAS, it is the intent of the Owner to utilize the services contained in this Contract on an as-needed basis for a period of three (3) years with the option for two (2) contract renewals each with a period of one (1) year for a contract length of five (5) years or longer as needed to complete any work started in the time frame from the date of the original Contract; However, the Owner reserves the right to terminate this Contract prior to the completion of the contract term at their convenience; and

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. Definitions. All items and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the contract clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

A. *Owner*	City of Norman, OK, and/or Norman Utilities Authority and/or Norman Municipal Authority as it applies to the specific project for which services are rendered.
B. *Engineer*	The officer or/agent of the Owner in charge of overseeing the specific project for which services are be rendered.
C. T*erm of Contract*	This Contract on an as-needed basis for a period of three (3) years with the option for two (2) contract renewals each with a period of one (1) year for a contract length of five (5) years or longer as needed to

complete any work started during the contract term.

2. Basic Services. The Construction Testing Consultant is hereby engaged and employed by the City to perform in accordance with good construction testing practices and in the best interest of the Owner, and to provide all labor, tools, equipment and materials necessary to perform all the work as set out herein. The selected consultant(s) will perform construction testing activities during upcoming construction projects. The Consultant shall ensure all testing work is completed under the supervision of Oklahoma registered professional engineers and in accordance with the applicable ASTM, AASHTO, or ODOT standards and the requirements of the City of Norman.

A. The Consultant's scope of work is anticipated to include, but is not limited to, the following activities:

1) Coordinate and schedule testing activities with the Owner/design engineer to ensure the prime contractor is not delayed in the performance of the construction. Promptly communicate any problems anticipated or encountered.
2) Meet with staff for project discussions, coordination, and presentations as required.
3) Prior to initiation of the work, Consultant's employees will attend health and safety meetings if required by the Contractor.
4) Provide adequate materials, labor and equipment to perform the work in a timely manner.
5) A list of proposed testing services is included in **Attachment A**. The City may allow alternate test methodologies upon written approval. Submit, in a timely manner, two copies of testing results to City of Norman. Provide one additional copy to both the design engineer and prime contractor.
6) Results must be certified by an Oklahoma Registered Professional Engineer. Test reports must indicate whether the material tested meets (passes or fails) the Construction Specifications provided by the City of Norman.
7) Negotiated unit prices will include all costs of performing the laboratory testing work (labor, equipment, storage, etc.) and reporting in the unit price for each test. Charges other than the unit prices defined in the contract will not be accepted for payment. Unit prices defined in the contract will remain the same throughout the term of the agreement.
8) One mobilization per day, for all purchase orders combined, will be allowed, unless otherwise approved by the City's Project Manager in advance. Per diem, mileage, etc. must be included in the mobilization rate.
9) Hourly rates for professional engineer, project manager and field technician will be included. All costs of their services (labor, equipment, etc) will be included in the hourly rate. Unit prices defined in the contract will remain the same throughout the term of the agreement.

B. Changes in Work

1) In any case where the Construction Testing Consultant believes additional compensation and/or time is due for work and services not clearly covered by a project-specific work order, the Construction Testing Consultant shall promptly notify the Owner in writing of its intention to negotiate for such additional compensation and/or time. The Construction Testing Consultant shall give this

notice prior to exceeding work order compensation and/or time limits. If such notification is not given, no claim for such extra compensation and/or time will be considered. Such notice by the Construction Testing Consultant shall not in any way be construed as proving the validity of the claim. The claim must be approved by the Owner. In such case where the claim is found to be just, it shall be allowed and paid as Extra Work in accordance with the Compensation paragraph of this Contract and unit rates specifically identified therein.

2) Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the dispute.

3. Work Order. A project-specific work order for each construction testing project will be provided to the Construction Testing Consultant by the Owner, with an estimated number of tests to be performed. The services of the Construction Testing Consultant are to commence upon the date set out in the work order and be completed in the number of mutually agreed upon number of calendar days. If the Construction Testing Consultant cannot perform the work and/or services within the time provided, and upon the submission by the Construction Testing Consultant of a request in writing to the Owner, indicating the length of extension required to perform a task, the Owner may grant a reasonable extension time. The request from the Construction Testing Consultant shall state the reason for the extension request, along with evidence showing that the Construction Testing Consultant is unable to complete this work in the time specified in the work order for reasons beyond its control. The Construction Testing Consultant is prohibited from claiming damages for delays and extensions of time.

4. No Extra Work. No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the Owner unless such work or service is first approved in writing by the Owner.

5. Compensation. Under the terms of this Contract, the Construction Testing Consultant agrees to perform the work described in the Basic Services scope of work, and the Owner agrees to pay the Construction Testing Consultant as compensation for professional services described therein at the unit rates included in Attachment A.

6. Payments.

A. Invoices shall be submitted monthly. The Consultant will submit an itemized invoice for Purchase Orders individually, no more frequently than monthly, to the requesting Project Manager, and the Owner will pay the Consultant based on the work completed that period. Payment will be based on the unit prices negotiated with the Consultant. Invoices shall state actual tests performed or actual time expended on services performed by the Construction Testing Consultant and shall meet the standards of quality as established under this Contract. The Owner agrees to pay the Construction Testing Consultant, as compensation for such testing services as listed herein in accordance with the unit rate schedule outlined in Attachment A to this Contract. Invoices shall be prepared and submitted by the Construction Testing Consultant and be accompanied by all supporting data required by the Owner. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory

performance of said work or services or a waiver of any right of the Owner or any obligation of the Construction Testing Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

B. Claims over $12,500 require an Invoice Affidavit in accordance with state law. The Owner will review the invoice for payment. Should the Owner question or request additional documentation or disapprove all or a portion of any invoice, the Construction Testing Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice to be paid, in whole or in part.

7. Indemnity. To the fullest extent permitted by law, the Construction Testing Consultant agrees to release, defend, indemnify and save harmless the Owner, their officers, agents and employees, from and against any and all loss of damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, cost, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Construction Testing Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Construction Testing Consultant's negligent use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Construction Testing Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Construction Testing Consultant shall promptly advise the Owner in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Construction Testing Consultant, at its expense, shall assume the defense of the Owner, with counsel satisfactory to the Owner. This section shall survive the expiration of the Contract. Provided, however, the Construction Testing Consultant needs not release, defend, indemnify or save harmless the Owner and or their officers, agents and employees, from damages or injuries resulting from the negligence of the Owner, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions thereof.

8. Insurance. Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the Owner and any participating public trust.

A. During the term of the Contract, the Construction Testing Consultant shall provide, pay for, and maintain with companies satisfactory to the Owner and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies (except professional liability policies) shall provide that the Owner and any participating public trust are named additional insured as to the operations of the Construction Testing Consultant under this Contract and shall also provide the following Severability of Interest Provision:

"With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured."

B. Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms acceptable to the Owner. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Owner. The required policies of insurance shall be performable in Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

C. No less than thirty (30) days prior written notice by registered or certified mail shall be given to the Owner of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Construction Testing Consultant shall immediately notify the Owner and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Owner requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Construction Testing Consultant hereby agrees to promptly authorize and have delivered to the Owner such statement. The Construction Testing Consultant authorizes the Owner to confirm all information so furnished as to the Construction Testing Consultant's compliance with its bonds and insurance requirements, the Construction Testing Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Construction Testing Consultant shall be primary to any insurance or self-insurance program carried by the Owner.

D. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Construction Testing Consultant by the Owner.

E. The insurance coverage and limits required of the Construction Testing Consultant under this Contract are designed to meet the minimum requirements of the Owner. Such coverage and limits are not designed as a recommended insurance program for the Construction Testing Consultant. The Construction Testing Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Construction Testing Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Construction Testing Consultant should seek professional assistance.

F. The Construction Testing Consultant shall provide the Owner the following insurance:

(1) Worker's compensation and employer's liability. The Construction Testing Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability insurance in an amount not less than One Hundred

Thousand Dollars ($100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Construction Testing Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Construction Testing Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Construction Testing Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

(2) Commercial general liability insurance. The Construction Testing Consultant shall maintain during the term of the Contract sufficient commercial general liability insurance to protect the Construction Testing Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Construction Testing Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the Owner's maximum liability under the Government Tort Claims Act, 51 O.S.§ 151 et seq., as amended from time to time and currently are:

a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars ($25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

b. All other liability in an amount of not less than One Hundred Twenty Five Thousand Dollars ($125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

c. Single occurrence or accident liability in an amount not less than One Million Dollars ($1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If commercial general liability coverage is written in a "claims-made" form, the Construction Testing Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

(3) Automobile liability insurance shall be maintained by the Construction Testing Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	$125,000.00 $1,000,000.00	Limit each person Limit each accident
Property damage liability	$25,000.00 or	Limit each accident
Bodily injury and Property damage	$1,000,000.00	Combined single limit each accident

(4) Valuable paper insurance in an amount not less than $25,000.00 to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as "documents") obtained or prepared as a part of this Contract and the delivery of said documents to the Owner upon completion, expiration, cancellation or termination of this Contract. The Owner is to be named as loss payee for its interest only.

(5) Professional liability insurance. Before this Contract may become effective, the Construction Testing Consultant shall provide the Owner with a certificate of insurance evidencing the Construction Testing Consultant's coverage under a Professional Liability Insurance Policy in an amount not less than $125,000.00 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of any project where services are rendered under this contract.

(6) Any lapse of insurance coverage is declared a breach of this Contract. The Owner may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.

9. Guarantees of Work. It is possible that more than one consultant will be selected to perform testing services. This Contract will not be a guarantee of work. A different consultant may be used for a specific project if it is deemed to be in the Owner's best interest.

10. Notices. All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the Owner:

The City of Norman
225 N. Webster Ave.
P.O. Box 370
Norman, Oklahoma 73069

Address shall include specific Attn: to the Department and person representing the Owner as overseeing the specific Owner project for which services are being rendered,

telephone numbers and FAX number shall also be to the specific department and person for which services are being rendered.

To the Construction Testing Consultant:
David Judd
9500 Pole Rd., Oklahoma City, OK 73160
Phone Number: 405-607-1802 Fax Number: 405-242-6601

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

11. Stop Work. Upon notice to the Construction Testing Consultant, the Owner may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspended any of the required provisions of paragraph 7 ,"Indemnity" and/or 8, "Insurance" of this Contract. In the event the Owner issues a stop work order to the Construction Testing Consultant, the Owner will provide a copy of such stop work order to the contractor.

12. Compliance with Laws, Ordinances, Specifications and Regulations. The Construction Testing Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.

13. Records and Accounts. During the term of this Contract and continuing for a period the longer of 1) five (5) years after the final acceptance of the last completed project under this Contract by the Owner, or 2) until the final resolution of any outstanding disputes between the Owner and the Construction Testing Consultant or the contractor(s) on the project, the Construction Testing Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photograph, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the Owner subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract.

The Construction Testing Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Construction Testing Consultant shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audit of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the Owner and Construction Testing Consultant. Agreement as to the time and place for audits may not be unreasonable withheld.

14. Reporting to the Owner. The Construction Testing Consultant shall report to the Owner on a regular monthly basis and on an as needed basis.

15. Prohibition Against Collusion. The Construction Testing Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely

for the Construction Testing Consultant to solicit or secure this Contract. The Construction Testing Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Testing Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

16. Ownership of Documents. All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, surveys results, plans and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the Owner and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Construction Testing Consultant. Reuse of said documents by the Owner shall be at the Owner's risk and responsibility and not that of the Construction Testing Consultant. The parties may use any portions of said documents at their own risk and responsibility.

17. Standard of Care. In providing the work and services herein, the Construction Testing Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Construction Testing Consultant agrees to require all of its consultants, by the terms of its consultant's contracts, to provide services at the same standards of reasonable care, skill, diligence and professional competence required of the Construction Testing Consultant.

18. Subconsultants. The Construction Testing Consultant agrees to submit for approval by the Owner, prior to their engagement, a list of any subconsultants or subcontractors the Construction Testing Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonable withheld. The Construction Testing Consultant shall notify the Owner and seek pre-approval of any substitutions or changes in subconsultants or subcontractors.

19. Non-discrimination. In connection with the performance of work and/or services under this Contract the Construction Testing Consultant agrees as follows:

A. The Construction Testing Consultant agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

B. In the event of the Construction Testing Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the Owner. The Construction Testing Consultant may be declared by the Owner ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Construction Testing Consultant.

C. The Construction Testing Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract.

20. Assignment. Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Construction Testing Consultant to provide professional and personal services to the Owner, the parties agree that the Construction Testing Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph 21, "Termination for Default" subparagraph B.

21. Termination for Default. Either party may cancel this Contract in whole or in part, for failure of the other party to fulfill or promptly fulfill its obligations under this Contract, as follows:

A. After due notice of the default and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.

B. If this Contract is terminated by reason of a default of the Construction Testing Consultant prior to the completion of this project, regardless of the reason for said termination, the Construction Testing Consultant shall immediately assign to the Owner any contracts and/or agreements relative to this project entered into between the Construction Testing Consultant and its subcontractors and subconsultants, as the Owner may designate in writing and with the consent of the subcontractors and subconsultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the Owner, the Owner shall only be required to compensate such subcontractors and subconsultants for compensation accruing to such parties under the terms of their agreements with the Construction Testing Consultant from and after the date of such assignment to and acceptance by the Owner. All sums claimed by such Construction Testing Consultant to be due and owing for services performed prior to such assignment and acceptance by the Owner shall constitute a debt between the Construction Testing Consultant and affected subcontractors and subconsultants, and the Owner shall in no way be deemed liable for such sums. The Construction Testing Consultant shall include this provision and the Owner's rights and obligations hereunder in all agreements or contract entered into with the Construction Testing Consultant's subcontractors and subconsultants.

C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph 7, "Indemnity" or 8, "Insurance" of this Contract.

22. Termination for Convenience. The Owner may terminate this Contract, in whole or in part, for the Owner's convenience. The Owner may terminate by delivery of a notice to the Construction Testing Consultant, pursuant to paragraph "Notices" herein.

A. Upon receipt of the notice of termination, the Construction Testing Consultant 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 Contract, whether complete or incomplete, unless the notice directs otherwise.

B. Upon termination for the convenience by the Owner, the Owner shall pay the Construction Testing Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not-to-exceed amounts set out in this Contract.

C. The rights and remedies of the Owner provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

D. Termination herein shall not terminate or suspend any of the required provisions of paragraph 7, "Indemnity" or 8, "Insurance" of this Contract

23. Time Is of the Essence. Both the Owner and the Construction Testing Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the Owner to timely object to the time of performance shall not waive any right of the Owner to object at a later time.

24. No Damage for Delay. No payment, compensation or adjustment of any kind (other than an approved extension time) shall be made to the Construction Testing Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Construction Testing Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.

25. Local Business Utilization Report. The Construction Testing Consultant agrees to submit a Local Business Utilization ("LBU") Report to the Owner upon request within fourteen (14) days from the date of this Contract, to include the following information:

A. A list identifying each of its subcontractors and subconsultants;
B. The location of the principal of business of each subconsultant or subcontractor;
C. The status of each subconsultant or subcontractor as local, small, disadvantaged, minority or otherwise;
D. The general scope of work to be performed by each subconsultant or subcontractor; and
E. The dollar amount of each subcontract.

26. Severability. If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

27. Entire Agreement. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Construction Testing Consultant concerning the Contract. Neither the Owner nor the Construction Testing Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.

28. Amendment. This Contract may be modified only by a written amendment of subsequent date hereto approved by the Owner and the Construction Testing Consultant's scope of work is increased or changed so as to materially increase the need for right-of-way acquisition services in excess of the not-to-exceed total compensation, the Construction Testing Consultant may seek to amend this Contract.

29. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

30. Descriptive Headings. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.

31. Construction and Enforcement. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

32. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Contract.

33. Parties Bound. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

34. Governing Law;Venue. This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Contract shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

35. Effective Date. The effective date of this Contract shall be the date of execution of this Contract by the Owner.

36. Renewal. Unless written notification of termination or renegotiations of any or all portions of this Contract, including unit costs, is given by the Owner or the Construction Testing Consultant at least sixty (60) days prior to the expiration date of this Contract, the contract shall be renewed and provisions thereof shall continue in full force and effect for a twelve (12) month period, with automatic renewal to apply to each successive twelve month period thereafter, not to exceed the contract term described in paragraph 1, "Definitions" Subparagraph C. At each renewal, unit prices will be adjusted by Consumer Price Index for the preceding twelve (12) months. To this 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 Owner to third persons, including, by way of illustration, but not exclusion, sureties upon performance bond, payment bonds, or other bonds, assignees of the Construction Testing Consultant, subcontractors, and persons performing labor, furnishing material or in any way contributing or assisting in the performance of obligations by the

Construction Testing Consultant; nor shall any provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the Owner or in any way to restrict the freedom of the Owner to exercise full discretion in its dealings with the Construction Testing Consultant.

[Signatures on following page]

In Witness Whereof, this Contract was approved and executed by all parties hereto this 13 day of February, 2024

CONSULTANT:

Andrew Phillips Digitally signed by Andrew Phillips Date: 2024.02.13 14:52:56-06'00'

By: Andrew Phillips
Title: Discipline Leader

ATTEST:

SYDNEY READ NOTARY PUBLIC # 18001906 EXP. 02/26/26 STATE OF OKLAHOMA

Sydney Read

CITY OF NORMAN/NORMAN UTILITIES AUTHORITY/NORMAN MUNICIPAL AUTHORITY (Owner):

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

_____
City Attorney

Approved by the Council of the City of Norman, this _____day of_____, 2024.

ATTEST:

_____ _____
City Clerk Mayor/Chairman

ATTACHMENT A
TESTING WORK SCOPE and FEE SCHEDULE

I.	**Mobilization** (Technician – see Sec VIII for soil sampling mobe)		Per Trip	$61.67
II.	**Aggregate Testing**			
A.	Concrete Coarse Aggregates			
1.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)		Per Test	$266.25
2.	Specific Gravity and Absorption, AASHTO T85 or ASTM C127		Per Test	$98.33
3.	Sodium or Magnesium Sulfate ASTM C88 or AASHTO T104		Per Test	$251.92
a.	Per Additional Cycle		Per Cycle	$60.50
b.	Plus preparation of Sample From Crushed Material		Per Sample	$116.67
4.	Freeze Thaw Soundness Tests (5 Cycles) AASHTO T103		Per Test	$292.88
a.	Per Additional Cycle		Per Cycle	$45.75
b.	Plus preparation of Sample From Crushed Material		Per Sample	$57.50
5.	Sieve Analysis (Includes 200 sieve ASTM C-136 and C-117)		Per Test	$98.33
6.	Specific Gravity and Absorption AASHTO T85 or ASTM C127		Per Test	$98.33
B.	Concrete Fine Aggregates			
. 1.	Sieve Analysis (Includes 200 sieve) ASTM C-136 and C-117		Per Test	$85.00
2.	Fineness Modulus (Calculation Only)		Per Test	$20.56
3.	Soundness, Sodium or Magnesium ASTM C88 or AASHTO T104 Sulfate (1 to 5 Cycles)		Per Test	$252.50
a.	Additional Cycles over 5		Per Cycle	$63.75
b.	Plus Preparation of Sample From Crushed Material		Per Cycle	$85.00
4.	Specific Gravity		Per Test	$108.75
5.	Absorption		Per Test	$87.50
C.	Miscellaneous Aggregates			
	Unit prices will correspond to those prices listed under Concrete Aggregates.			
III.	**Asphalt Concrete and Hot Sand Asphalt Base**			
A	Cutting cores, 8" thickness or less AASHTO T168			
1.	1 to 3 Cores		Per Core	$68.25
2.	4 to More		Per Core	$58.75
3.	Each Additional Inch over 8"		Per Inch	$7.56
4.	9-point length measurement of core		Per Core	$31.75
5.	Patching Core Hole (if required)		Per Hole	$21.19
B.	Extraction and Gradation OHD L-26, AASHTO T308 & T30			
	1. Ignition Oven Method		Per Test	$229.00
C.	Asphalt Field Density Test OHD L-14, AASHTO T166			
1.	Cut-Out Method (Set of 3 cores)		Per set	$143.83
2.	Nuclear Moisture/Density Gauge (2 Test Minimum) ***			
a.	2 Test Minimum, Per Trip		Per Test	$55.75
b.	3 or More Tests, Per Trip		Per Test	$45.00

D.	Marshall Stability (3 Samples per Set, Includes Sample Pick-Up)	Per Set	$266.83
E.	HVEEM (3 Samples per Set, Includes Sample Pick-Up)	Per Set	$184.33
F.	Sand Equivalent	Per Test	$97.50
G.	Specific Gravity (Rice Method)	Per Test	$115.67
H.	Retained Strength (Mix Design)	Per Test	$565.00
I.	Superpave Gyratory Compactor, AASHTO T312 (2 Samples per set, Includes Sample Pick Up)	Per Test	$200.67

IV. Base Course Testing

A.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	$266.25
B.	Field Density Test AASHTO T-310		
1.	Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
a.	2 Test Minimum, Per Trip	Per Test	$55.00
b.	3 or More Tests, Per Trip	Per Test	$49.50
C.	Atterberg Limits (LL, PL, and PI)	Per Test	$81.50
D.	Proctor Test, ASTM D-698 or AASHTO T-99 (Standard Method)		
1.	Method “A” to include sampling	Per Test	$256.25
2.	Method “B” to include sampling	Per Test	$256.25
3.	Method “C” to include sampling	Per Test	$265.00
E.	Proctor Test, ASTM D-1557 or AASHTO T-180 (Modified Method)		
3.	Method “D” to include sampling	Per Test	$277.06
F.	Sieve Analysis (Includes 200 sieve) AASHTO T-27	Per Test	$99.13

V. Concrete

A.	Concrete Beams, Furnishing Molds, Making Beams, Measuring Slump, Air Entrain and Transporting (number based on project-specific requirements)		
	Beams (3 or more)	Per Set	$145.00
	Additional Beams	Per trip	$38.94
B.	Concrete Beams, Storing and Testing	Per Beam	$38.25
C.	Cores, 8 Inch Thickness or Less		
1.	Each additional inch over 8 inches	Per Inch	$9.25
2.	One Core	Per Core	$103.19
3.	Two or More Cores	Per Core	$71.31
4.	9-point length measurement of core	Per Core	$38.00
5.	Patching Core Hole (if required)	Per Hole	$19.56
D.	Concrete Cylinder, Making, Furnishing Molds and transporting; shall also include Air Entertainment and Slump Test		
1.	Four 6”x12” Cylinders	Per Cylinder	$32.00
2.	Five 4”x8” Cylinders	Per Cylinder	$25.40
E.	Concrete Cylinder, Storing and Testing		
1.	6”x12” cylinder	Per Cylinder	$19.50
2.	4”x8” cylinder	Per Cylinder	$17.25

Note: Payment for pick up of cylinders outside normal working hours or for unusual circumstances will be made when prior authorization is obtained from the City Engineer; however, cylinders made on Friday, which require pick up on Saturdays or Sundays, are assumed to have prior authorization from the City Engineer. (See testing item XV.C. for specific rate to be claimed for “additional compensation” outside normal duty hours.)

F.	Compressive Strength, Concrete Cores (4” min diameter)	Each	$31.13
G.	Trim Concrete Cores for Compressive Strength Testing:		
1.	One end		$17.75

	2. Both ends		$22.08
I.	Concrete Laboratory Trial Batch,		
	Including 4 Test Cylinders	Per Design	$826.67
	1. Slump additional test	Per Test	$32.88
	2. Air entertainment additional test	Per Test	$41.44
	J. Flowable Fill (Cement Grout)	Per Cylinder	$41.88
	K. Flowable Fill (Set of 3 cylinders plus flow test)	Per Test	$88.75
	L. Mortar Compressive Strength Testing (Set of 3 cubes)	Per Test	$106.19
	M. Grout Compressive Strength Testing (Set of 3 prisms)	Per Test	$117.13

Note: Casting of Beams and Cylinders to include slump and air content when required

VI. Metallic Materials

A.	Billet Steel Bars for Concrete Reinforcement		
	Bend and Tensile Test	Per Test	$200.00
B.	Structural Steel		
	1. Shop Inspection (only) (AWS/CWI)#1	Per Hour	$104.50
	2. Field Inspection (AWS/CWI)#1	Per Hour	$108.00
	3. Ultrasonic (Man/Equipment)	Per Hour	$114.50
	4. Mag or Penetrant (Inspector)	Per Hour	$112.00
	5. Shear Stud Bend Test	Per Hour	$98.25
	6. Turn-of-Nut Tightening Test	Per Hour	$98.25

VII. Pipe Inspection

A.	Concrete Pipe Inspection, Any Size	Per Hour	$115.75

VIII. Soil Testing

A.	California Bearing Ratio, ASTM D1883	Per Test	$318.75
B.	Classification		
	1. ASTM 2488 and OSI	Per Sample	$156.75
	2. ASTM 2487 Visual	Per Hour	$98.44
C.	Field Density Test		
	1. Sand Cone Densimeter Test	Per Test	$101.67
	2. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	$55.00
	b. 3 or More Tests, Per Trip	Per Test	$49.50

***All Nuclear Moisture/Density Gauges used under the control or direction of the City shall be inspected daily to ensure the device is within the manufacturer's specified tolerances for moisture and density calibrations and that each gauge be calibrated and certified in accordance with the provisions of ASTM and AASHTO. Nuclear Moisture/Density Gauges are to be inspected, calibrated and certified yearly by the manufacturer or an approved independent certification service. Said certification is to be accompanied by the operating technician's certification and the laboratory's NRC license and delivered to the City Engineer. In addition, a semiannual report shall be provided by the Testing Engineer showing calibrations and any adjustments made.

D.	Field Soil Resistivity (To include 3 locations)	Per Test	$205.00
	1. Each additional location over 3 locations	Per Sample	$65.38
	2. Laboratory Soil Resistivity Test	Per Test	$91.50
E.	pH Test	Per Test	$48.58
F.	Electro-conductivity Test	Per Test	$110.00
G.	Atterberg Limits (LL, PL, and PI)	Per Test	$88.00
H.	Proctor Tests (See listing under Base Course)	Per Test	$257.50
I.	Moisture determination only	Per Test	$15.31
J.	Volumetric Density	Per Test	$33.63
K.	Test Borings, Soil Bearing Tests	Per Test	$10.75

1.	Test Boring, Soil	Per Foot	$15.88
2.	Test Boring, Sandstone, Limestone or Shale	Per Foot	$30.06
3.	Coring Sandstone, Limestone or Shale	Per Foot	$59.25
4.	Penetration Tests	Per Test	$33.08
5.	Mobilization Charge		$50.00
6.	Soil Boring Grouting (including preparation and submittal of well boring logs) in Accordance with Oklahoma Water Resources Board Regulations	Per Project Plus $3.00/foot of grouted length	$85.00
L.	Unconfined Compressive Strength	Per Sample	$78.75
M.	Soil-Cement Stabilized Base Field Density	Per Sample	$51.42
N.	Soil-Lime Stabilized Base Field Density	Per Sample	$51.42
O.	One-dimensional Swell Test, Potential Vertical Rise (PVR), ASTM 4546 Method B	Per Test	$398.19
P.	Consolidation, ASTM D2435	Per Test	$481.25
Q.	Permeability	Per Test	$361.25
R.	Sampling (Shelby Tube samples)	Per Test	$39.50
S.	Pressure Meter Test (3 Test Minimum per Boring)	Per Test	$956.67
T.	Sieve Analysis (includes 200 sieve)	Per Test	$67.06
U.	Soluable Sulfate Testing (OHD L-49)	Per Test	$51.67

IX. Soil Modified Base Course, Design

Sub-items A, B, and C each include Atterberg limits, sieve analysis, Proctor, and three strength tests on laboratory-molded, cured, and conditioned test specimens. Sub-item B also includes the test under sub-item D; lime pre-treatment requires both items C and D.

A.	Cement Required, P.C.A., Short Method Gradation and Compressive Strength	Per Design	$687.50
B.	Soil-Lime, Lime Assoc. Method	Per Design	$762.33
C.	pH Method	Per Design	$287.42
D.	Available Ca(OH)2 (Rapid Sugar)	Per Test	$225.00
E.	Fineness Test (Sieve Analysis)	Per Test	$85.25
F.	Pulverization Test (Cement or Lime Modified Soil)	Per Test	$100.00
G.	Soil-Fly Ash or soil-CKD, CBR Method	Per Test	$961.67

X. Foundation Report

Shall include information requested by the Architect or Engineer, including recommendation of loading of foundation material. Six (6) copies of the report shall be furnished at a rate to be paid for by the following:

Professional Engineer:	Per Hour	$130.00
Staff Engineer:	Per Hour	$140.00
Senior Engineer:	Per Hour	$200.00
Technician:	Per Hour	$65.69

Field Sampling, drilling and laboratory tests required in connection with the report shall be paid for in accordance with the applicable provisions of this Contract.

XI. Pre-stressed Concrete Bridge Member

Complete Engineering Inspection, Testing and Reporting in accordance with the 1976 Edition Standard Specification for Highway Construction, Oklahoma State Highway Commission, "Section 503-Prestressed Concrete Bridge Members" and all subsequent Revisions.

Inspection:	Per Hour	$90.50

XII. Asbestos Inspection & Sampling

A.	Bulk Sampling			
	1.	Field Inspector	Per Hour	$91.50
	2.	Analysis by Polarized Light Microscopy/Dispersing Staining	Per Sample	$10.00
B.	Air Monitoring			
	1.	Eight hour shift including ten samples Analyzed by Phase Contrast Microscopy (PCM)	Per Day	$499.00
	2.	Air Sample (NIOSH 7400 Method)(PCM)	Per Sample	$10.00
	3.	Transmission Electron Microscopy Analysis	Per Sample	$125.00

XIII. Lead

A.	Bulk Sampling			
	1.	Field Inspector	Per Hour	$98.00
B.	Analysis Testing			
	1.	Paint Sample (chip)	Per Sample	$12.00
	2.	Wipe Sample	Per Sample	$14.00
	3.	Soil Sample	Per Sample	$14.00
	4.	Air Sample	Per Sample	$14.00

XIV. Asbestos Report

Report shall include information regarding asbestos presence. The report may include location, percentage, type, friability, and recommendations for abatement including encapsulation, removal or maintenance and operation program. Six (6) copies of the report shall be furnished at a rate to be paid as follows:

Certified Industrial Hygienist	Per Hour	$210.00
Technician	Per Hour	$100.00

XV. IBC Testing/Inspection

The Engineer shall provide testing/inspection services as authorized for such work as required by the IBC, Chapter 17, Section 1704 as follows:

Engineer	Per Hour	$178.33
AWS Certified Welding Inspector	Per Hour	$107.33
ICC Certified Inspector (Current certification must accompany each test)	Per Hour	$105.00
Technician	Per Hour	$71.08

XVI. Hourly Rates

A.	Resident Engineer	Per Hour	$166.25
B.	Project Manager	Per Hour	$130.75
C.	Technician	Per Hour	$72.81

XVII. Hourly Rates

A.	Additional Compensation	Per Hour	x1.5 Multiplier

CERTIFICATE OF LIABILITY INSURANCE

DATE (
2/

Item 15.

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 HUB International Great Plains LLC 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	**CONTACT NAME:** Molly Harmon **PHONE (A/C, No, Ext):** 402-964-5598 **FAX (A/C, No):** 402-557-6325 **E-MAIL ADDRESS:** molly.harmon@hubinternational.com
INSURED OLSSINC-02 Olsson, Inc. P.O. Box 84608 601 P St., Ste. 200 402-474-6311 Lincoln NE 68501	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Amerisure Mutual Insurance Company 23396 **INSURER B :** Amerisure Insurance Company 19488 **INSURER C :** XL Specialty Insurance Company 37885 **INSURER D :** MSIG Specialty Insurance USA Inc 34886 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1449154811 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		CPP21194510302	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 21194500301	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CU 21194520202	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 21194530202	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D C	Professional Liability Claims Made Crime			MSTAEC-00010 ELU194665-24	1/1/2024 1/1/2024	1/1/2025 1/1/2025	PL Each Claim/Agg PL Ded Per Claims Employee Theft	5,000,000 500,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All carriers listed above have an AM Best Rating of at least A, XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services. General Liability, Auto Liability, and Workers Compensation/Employers Liability are underlying policies of the Umbrella Liability.
Contract No. K-2324-140
City of Norman, OK, and/or Norman Utilities Authority and/or Norman Municipal Authority as it applies to the specific project for which services are rendered are listed as additional insured with respect to General Liability as required by written contract. 30 days written notice of cancellation provisions apply as required by written contract.

CERTIFICATE HOLDER

The City of Norman
225 N. Webster Ave.
P.O. Box 370
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

Jill Aldridge

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File Attachments for Item:

16. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF $6,500 FROM THE BEST FRIENDS ANIMAL SOCIETY TO BE USED BY THE ANIMAL WELFARE DIVISION OF THE POLICE DEPARTMENT TO PROVIDE SPAY AND NEUTER SERVICES TO NORMAN RESIDENTS WHO MEET LOW-INCOME GUIDELINES; APPROVAL OF CONTRACT K-2324-150; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 3/12/2024

REQUESTER: Kellee Robertson, Manager, Animal Welfare Division

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF $6,500 FROM THE BEST FRIENDS ANIMAL SOCIETY TO BE USED BY THE ANIMAL WELFARE DIVISION OF THE POLICE DEPARTMENT TO PROVIDE SPAY AND NEUTER SERVICES TO NORMAN RESIDENTS WHO MEET LOW-INCOME GUIDELINES; APPROVAL OF CONTRACT K-2324-150; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Best Friends Animal Society ("Best Friends") is a 501(c)(3) nonprofit corporation based in Kanab, UT, with a mission of No More Homeless Pets®. Best Friends works with a network of partners to provide financial assistance for specific projects. The Common Bonds District Captain grant is one of the programs they sponsor. This grant has three goals: to assist animal shelters with identifying resources needed to achieve a 90% save rate, to encourage data reporting in the Shelter Pet Data Alliance (SPDA), and to provide information about the Best Friends Animal Society. The Animal Welfare Division of the Norman Police Department ("Department") has been selected to receive an award of $6,500 to participate in this program.

DISCUSSION:

The Animal Welfare Division is currently partnered with a local nonprofit entity to offer spay and neuter assistance to Norman residents who meet certain low-income guidelines, but these services are limited and not fully funded. The Common Bonds District Captain grant will allocate $5,000 to the Animal Welfare Division for needed supplies and vaccines associated with the in-house costs when spay and neuter services are provided by staff.

The Department will designate a Norman Animal Welfare staff member as a District Captain to coordinate with the Best Friends program administrator to develop network partners from local shelters. The grant will provide an additional $1,500 to assist local shelters with obtaining SPDA data-sharing software or another appropriate reporting mechanism. The funding may also be used to pay for lodging, meals, and other incidental expenses incurred when conducting professional partnership-building activities.

This is a one-time grant, and it will be paid in a single payment within thirty days of receipt by Best Friends of the executed agreement.

RECOMMENDATION 1: Acceptance of the grant by Council and approval from the Mayor by ***Signing*** and ***Dating*** the attached Common Bonds District Captain grant agreement.

RECOMMENDATION 2: Upon receipt of funds, appropriate $6,500 from the Special Grant Fund, Miscellaneous Police Grant Revenue Account (226-331343), and allocate $5,000 to Misc. Police Grant-Minor Equipment & Tools (22660211-43699) and $1,500 to Misc. Police Grant-Prof Services-Other Professional (22660211-44099).

Best Friends Animal Society
SAVE THEM ALL™

Norman Animal Welfare

BASIS

Best Friends Animals Society ("Best Friends") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is **No More Homeless Pets**®. Best Friends feels privileged to help save lives by working with network partners and providing financial assistance for specific projects. This document is to clarify in writing the roles that the organizations agree to upon receipt of this one-time financial assistance project.

Norman Animal Welfare ("Recipient") is a municipal animal shelter that has been selected to receive funding for their role as a Common Bonds District Captain in Oklahoma ("Project"), administered by Kelly Burley, South Central Region strategist for Best Friends Animal Society ("Project Administrator").

This grant Agreement ("Agreement") will govern the terms of the Project. The Parties hereby agree to the following terms and conditions as of the date of the last signature below (the "Effective Date").

AGREEMENT

Section 1. Identification of Recipient, Grant Amount and Term

Full Legal Name of Recipient Organization: **Norman Animal Welfare** ("Recipient")

This is a one-time grant in the amount of: **$ 6,500** ($5,000 Recipient grant for shelter programmatic needs and $1,500 Project support)

The term of this Agreement, unless terminated pursuant to Section 9, will be for a **nine (9) month period** from the Effective Date through **December 15, 2024** (the "Grant Period"). An extension may be granted subject to evaluation and agreement from both parties.

Subject to the provisions of the Termination section below, the grant funding will be disbursed in a single payment.

- Full payment will be paid within thirty (30) days upon receipt by Best Friends of the executed Agreement and IRS Form W9: **$6,500**

Recipient acknowledges that Best Friends and its representatives have made no actual or implied promise of funding except for the amount specified in this Agreement.

If the Parties do not fully execute this Agreement by **March 15, 2024** Best Friends offer to work with Recipient will expire and is automatically revoked. Best Friends will not be obligated to provide any support (financial or otherwise) to Recipient if the offer expires and is automatically revoked.

Section 2. Goals of Project and Use of Grant Funds

The purpose of the Project is to strengthen engagement with Oklahoma animal shelters, identifying needs and resources to close their gaps to achieve a 90% save rate. The project also seeks to encourage data reporting in the Shelter Pet Data Alliance (SPDA) and provide information about the Best Friends Animal Society network partnership. District Captains will work with the Project administrator to determine assigned shelters in their region and serve as Project point persons in building, stewarding and strengthening relationships and assessing needs with shelters in their region.

Section 3. Recipient Responsibilities

During the Grant Period, Recipient agrees to:

- Commit a minimum of five hours per month to be a Project District Captain
- Engage a minimum of two shelters per month by phone or in person
- Update the Project administrator on shelter engagement and findings through monthly virtual group calls and as needed by email/phone

Section 4. Program Reporting Requirement

Recipient agrees to keep a running log of engagements with assigned shelters that includes the type and nature of engagement (type: by phone, in-person or by e-mail and nature: introductory visit, needs assessments, best practices, etc.). Recipient also agrees to log activity by submitting a monthly report each month during the grant term through a spreadsheet to be provided. Recipient also agrees to log their assigned shelters' interest in sharing data to the SPDA and in becoming a Best Friends Network Partner. In cases where a shelter has no shelter management software, Recipient agrees to encourage coordination of a paper version of data with criteria determined by the Project administrator (kelly.burley@bestfriends.org).

Recipient agrees to provide to Best Friends, via email to the contact address provided by Best Friends, with a minimum of one (1) unique still photo and/or video clip of no less than 15 seconds in length, in a format suitable for posting on social media platforms or websites (with the specific digital format mutually agreed upon by the parties) relating to events or activities associated with the program at least once per quarter during the Term of this Agreement (the "Publicity Materials"). Recipient grants Best Friends the right to use the Publicity Materials in any manner Best Friends deems appropriate in perpetuity and warrants to Best Friends that it has received any permissions needed to grant such right.

Recipient may be asked to participate in a collaborative press release announcing the partnership and the program.

Section 5. Project Branding Terms and Promotion

Recipient shall cooperate with Best Friends regarding the promotion of the funded project.

Both parties may issue reports or statements to its members, the media, and the public about the funded project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts.

Recipient shall use its best efforts to provide Best Friends with the opportunity to photograph, video, and audio record events related to the Project and use such materials for publicity purposes, consistent with Recipient's policies and procedures for such event(s) for the duration of the Grant. Recipient grants to Best Friends the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by Best Friends or its employees, contractors, or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion including for identification purposes, to promote or report about Best Friends events, activities, and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of the grant period.

Recipient further agrees not to make any claim against BFAS or its employees, contractors, or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this agreement releases and forever discharges BFAS from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

Recipient shall reasonably cooperate with Best Friends network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Recipient agrees to cooperate with Best Friends and facilitate promotion of the Project through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

Neither party may use each other's logos, trademarks, or other intellectual property without express permission.

Section 6. Recipient Representations and Warranties

Recipient represents and warrants as follows:

- Recipient is a qualified government organization;
- Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same;
- The individual signing this Agreement on behalf of Recipient is duly authorized to do so.

Section 7. Financial Assistance Restrictions

In addition to abiding by the requirement that the funds be used in furtherance of the project described in Recipient's obligations, Recipient specifically agrees that no portion of the funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 8. Default and Termination

Termination by Recipient. Recipient may terminate this Agreement upon written notice to Best Friends in the event of the following events of default and where Best Friends fails to cure said default within 14 calendar days after receipt of notice thereof:

- By its actions or statements, Best Friends materially harms Recipient in its reasonable judgment; or
- Best Friends files for bankruptcy, or sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a non-profit corporation.

Termination by Best Friends. Best Friends may terminate this Agreement upon written notice to Recipient in the event of the following events of default within 14 calendar days after receipt of notice thereof:

- Recipient fails to carry out their obligations as set out within this Agreement, including, as within the reasonable judgment of Best Friends, failing to carry out the Project in the spirit in which it is entered and with the goal of saving as many animal lives as possible; or
- By its actions or statements, Recipient materially harms the reputation of Best Friends, as determined by Best Friends in its reasonable judgment.

Best Friends may immediately terminate this Agreement without penalty or any further obligation upon written notice to Recipient in the event that Best Friends determines that it lacks the financial ability to continue to support the Program.

In the event that this Agreement is terminated by either party, Best Friends will not be obligated to provide any installment payments that are not yet due.

Section 9. Non-Disparagement

Recipient agrees not to disparage Best Friends during the funded project and for three years following the last disbursement from Best Friends to Recipient.

Section 10. Release

To the full extent permitted by applicable law, Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against Best Friends relating to the Grant and its receipt of grant funds. Recipient agrees Best Friends and its directors, officers, employees, representatives, agents, successors, and assigns (the “Releasees” are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from its programs. Recipient releases the Releasees from all liability arising from any work or activities related to this Grant.

Recipient understands this Agreement discharges the Releasees from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient’s work, participation and activities related to this Grant. To the full extent permitted by applicable law, Recipient releases the Releasees for Best Friends’ own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient’s work, participation and activities related to this Grant.

Section 11. Indemnity Agreement

To the full extent permitted by law, the Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of Recipient's actions or omissions related to the Recipient's programs or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others**.**

Notwithstanding any contrary language in this Section 11, Recipient is prohibited by established state law from any agreement to indemnify Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant. Any tort committed by Recipient is governed by the Governmental Tort Claims Act, 51 O.S. §151, et seq., which defines and describes a municipality's liability in Oklahoma (see statement above).

Section 12. Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this Agreement are perpetual. The releases and indemnity agreements are perpetual. The Non-Disparagement clause survives for three years following the last disbursement from Best Friends to Recipient.

Section 13. Proprietary Information

Recipient acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to Best Friends business, including, but not limited to, the Best Friends network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to Best Friends proprietary information as a result of this Agreement. Nonetheless, Recipient acknowledges and agrees that in the event Recipient learns of or comes into possession of any Best Friends proprietary information, Recipient will notify Best Friends and return said information. Recipient agrees that it will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

Section 14. Additional Grant Funding and Requirements

As set forth above, Recipient acknowledges and agrees that, unless specifically provided in this Agreement, Best Friends and its representatives have made no actual or implied promise of any additional grant funding. At the sole discretion of Best Friends, Recipient may be selected to receive an additional monetary grant from Best Friends during the Grant Period of this Agreement. In such event, the Parties will mutually agree in writing upon any additional reporting or other obligations Recipient will have associated with such grant funds. Recipient will be informed if grant funds will be disbursed

using a schedule and will be subject to Recipient meeting specific reporting or other obligations. Any such additional grant funds must be used for the purposes agreed to by the Parties. The provisions of this Agreement will apply in connection with all uses of any grant funds provided by Best Friends during the Grant Period of this Agreement, unless Recipient and Best Friends have entered into a separate agreement specifically related to such grant.

Section 15. Other Terms

These contract terms bind the successors and assigns of both parties. Each term of this Agreement is material. Recipient expressly agrees that the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. Both parties agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire Agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency or joint venture between Best Friends and Recipient. Neither party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither party has authority to bind the other to any contractual or other Agreements and in no event shall either party represent or hold itself out as acting on behalf of the other party hereto.

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

City of Norman

By: _____

Name: Larry Heikkila

Title: Mayor Date: _____

Best Friends Animal Society

By: _____

Name: Kelly Burley

Title: South Central Strategist Date: 03.05.2024

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A MEMORANDUM OF UNDERSTANDING, CONTRACT K-2324-158, BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EIGHTTWENTY, LLC, TO ESTABLISH A CITYWIDE SOLAR PHOTOVOLTAIC GROUP PURCHASING PROGRAM, THE NORMAN SOLAR INITIATIVE.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 3/12/2024

REQUESTER: Michele Loudenback, Environmental and Sustainability Manager

PRESENTER: Michele Loudenback, Environmental and Sustainability Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A MEMORANDUM OF UNDERSTANDING, CONTRACT K-2324-158, BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EIGHTTWENTY, LLC, TO ESTABLISH A CITYWIDE SOLAR PHOTOVOLTAIC GROUP PURCHASING PROGRAM, THE NORMAN SOLAR INITIATIVE.

BACKGROUND:

The purpose of a solar photovoltaic system group-purchasing program is to increase education of the local community about solar photovoltaics (PV) while also accelerating installation of these systems. Group purchasing allows residents, businesses, and local organizations to pool their demand for solar installations, which allows for better material pricing and helps lower solar installers' soft costs through improved conversion rates for solar leads. These reduced costs, in turn, make solar energy more affordable for participants that encourages broader adoption within the community. These programs hold significance in several ways. Solar PV not only lowers energy bills but also reduces Green House Gas (GHG) emissions from the power sector. It contributes to enhanced grid resiliency through distributed energy generation and empowers participants by granting them more control over their energy sources.

DISCUSSION:

The City issued Request for Proposals, RFP No. 2324-20 on January 2, 2024, seeking proposals from firms interested and qualified to help lead a community group-purchasing solar energy program called Norman Solar Initiative. Two proposals were received by the deadline of 4:00 PM deadline on January 29, 2024. The RFP Response Review Committee consisted of:

1. Michele Loudenback, Norman Environmental and Norman Sustainability Manager;
2. Nathan Madenwald, Norman Utilities Engineer;
3. Sara Kaplan, Norman Chief Business and Community Relations Officer;
4. Michelle Chao, Norman Stormwater Program Specialist; and
5. Scott Martin, President/CEO of Norman Chamber of Commerce.

Interviews with respondents were held the week of February 12, 2024, and response submittals were rated independently based on the criteria listed within the RFP. The committee selected EightTwenty, LLC, to lead the Norman Solar Initiative.

A kickoff event highlighting and promoting the partnership and the initiative will start the program. Plans include a customer sign-up period lasting until August 31, 2024, with installations projected to be completed by April 30, 2025. The City's obligation in this effort consists of promoting, advertising, and helping to administer the program in collaboration with the contractor. No cash payments will be required from the City, unless the City chooses to be a customer of the initiative.

RECOMMENDATION: Staff recommends approval of Memorandum of Understanding, Contract K-2324-158, between the City of Norman and EightTwenty, LLC.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into this 8th day of March, 2024, by and between the City of Norman, Oklahoma, a municipal corporation, ("City"), and EightTwenty Oklahoma, LLC ("Contractor") to memorialize the commitments and obligations of the parties for the Norman Solar Initiative as defined below.

WHEREAS, the City endeavors to lower the cost of solar energy and battery storage installations through the power of bulk-purchasing and reduced contractor acquisition costs and to transfer those savings to the residential and commercial residents of the City increasing the number of system installations; and

WHEREAS, the City wishes to educate customers and cultivate a sense of community participation and ownership in the clean energy market; and

WHEREAS, the City wishes to reduce the energy burden of vulnerable residents in the City through additional measures available to low and moderate income families to reduce upfront cost; and

WHEREAS, the City wishes to advance and encourage renewable energy workforce development opportunities; and

WHEREAS, the City issued Request for Proposal (RFP) 2324-20 on January 2, 2024, to solicit proposals for a contractor to partner in a solar community pricing program to achieve the goals of the program; and

WHEREAS, proposals were received on January 29, 2024, with two contractors submitting proposals in accordance with the RFP; and

WHEREAS, a review committee was established with four City staff members and one community partner to evaluate the proposals including interviews that were held during the week of February 12, 2024; and

WHEREAS, the Contractor was voted to be the most qualified contractor for the Norman Solar Initiative (Initiative); and

WHEREAS, this Memorandum of Understanding (Agreement) is necessary to clearly delineate the specific roles and responsibilities for the City and for the Contractor to successfully complete the Norman Solar Initiative; and

NOW, THEREFORE, in consideration of the respective covenants below, the parties agree as follows:

1. Contractor Proposal. The Contractor agrees to honor the terms of the proposal submitted by Contractor in response to RFP 232420, including the Norman Solar Initiative participant pricing, unless further modified within this Agreement. The Contractor proposal is hereby incorporated as part of this Agreement as Exhibit A. Additionally, anticipated responsibilities (not necessarily inclusive) for various activities related to the campaign is included in Exhibit B.

2. Marketing and Outreach. The Contractor agrees to actively lead the local Norman Solar Initiative campaign and the City agrees to actively support activities of the campaign to drive community adoption of photovoltaic projects and/or community solar subscriptions. The Contractor agrees to the following terms:

    a. The Contractor shall work directly with the City in the execution of outreach and marketing efforts used to increase attendance at educational workshops and participation in the Norman Solar Initiative campaign.
    b. The Contractor will request approval from the City for all marketing materials developed to promote the Norman Solar Initiative campaign in advance of distribution. The Contractor agrees to include any community logos deemed necessary by the City on any materials used in the Norman Solar Initiative campaign.
    c. The contractor will create, manage and maintain a website that will serve as the primary location for interested parties to receive more information about the Norman Solar Initiative.
    d. The Contractor will notify the City in advance and collaborate on any press releases, events, or news conferences concerning the Norman Solar Initiative campaign but will take the lead in applicable initiation, coordination, creation and distribution of such items or matters. All media produced by the Contractor in promotion of the Norman Solar Initiative campaign is subject to Norman Solar Initiative approval.

3. Low-to-Moderate Income Fundraising. Contractor agrees to participate in fundraising for a Low-to-Moderate Income (LMI) initiative in Norman. Contractor commits to raising at least $25,000 worth of support as a result of Contractor fundraising efforts. If less than $25,000 worth of funds are raised as a result of Contractor efforts, then Contractor will directly provide the remainder necessary to achieve the $25,000 target, though that number is the lower limit of fundraising goals. These funds will be used to directly offset the costs of installation of photovoltaic solar panel projects for LMI community members and/or for project(s) installation(s) at support service organization(s) location(s) whose primary target audience is Norman's LMI/Low Income and Disadvantaged Community members, based on fundraising success, to be determined through collaboration between Contractor and City.

4. Participant Signup and Tracking. Both Parties agree that the Contractor will establish a method for receipt and tracking of all leads generated by campaign related outreach and that this and all collected information will be stored in a location accessible by both the City and Contractor.

5. Communications. Any communication required by this Agreement shall be made in writing, either electronically or by hard copy, to the address specified below:

Contractor: Tony Capucille, CEO
EightTwenty, LLC
1825 N. Walnut Avenue
Oklahoma City, OK 73105
405-412-0380
tony@EightTwenty.com

City: Michele Loudenback, Environmental and Sustainability Manager
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 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 Contractor and City.

6. Reporting and Sharing

a. The Contractor and City agree to designate a primary contact from each party.
b. Each party will agree to a biweekly check-in meetings.
c. The Contractor agrees to provide the City with summary reports of customer signups and progress on a biweekly basis, as well as upon request from City of Norman staff.
d. The Contractor agrees that at the close of the Norman Solar Initiative campaign, a full report will be provided to the City that clearly details the status and outcomes of the leads generated through the program.

7. Assignability. City and Contractor 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. Contractor shall not assign or transfer this Agreement or

any interest herein, without the prior written consent of the City, and consent to an assignment or sublease shall not be deemed to be consent to any subsequent assignment.

8. Non-Discrimination. In connection with the performance of work under this contract, the Contractor agrees as follows:

   a. The Contractor 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 Contractor 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 Contractor and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.
   b. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor 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 Contractor.
   c. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

9. Schedule. Contractor and City agree to adhere to timelines established in collaboration with the goal to end customer sign-ups on August 31, 2024, to have contracts in place by December 31, 2024, and installations complete by April 30, 2025. The agreed to timeline will be shared with stakeholders and will be stored in the same location as the information collected during lead generation that is accessible to both parties.

10. Dispute Resolution. If disputes arise between any of the parties, outside of private contracting between Contractor and Participant, open and honest communication between the involved parties will be employed to gain understanding of the issues and to explore potential solutions. If this direct communication does not lead to resolution, mediation services from a mutually agreeable neutral third party will be employed to facilitate communication and negotiation. If mediation fails to produce a resolution, involved parties can them move to arbitration or legal action for resolution.

11. Indemnification

a. Contractor will protect, indemnify and hold harmless the City, its partners, directors, officers, board, trustees, employees, volunteers, agents and/or representatives from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, expert and attorney fees and expenses) imposed upon, incurred by or asserted against the City resulting from, arising out of relating to the Contractor's work under contracts entered into as part of this campaign.

b. The obligations of the Contractor under this paragraph will survive the expiration or termination of the Initiative program.

12. Insurance. Contractor will maintain standard insurance policies for Worker's Compensation ($1,000,000 per accident) and Commercial General Liability ($2,000,000 per occurrence) for the duration of the campaign. All coverage maintained by Contractor shall be primary to any insurance coverage carried by Participant, shall contain waivers of subrogation, and shall not be amended or terminated without notice to Participant.

13. Printing of Promotional Material. Contractor will be primarily responsible for acquisition, creation and/or printing of promotional materials. The exception will be any utility billing inserts. For those items, City will be responsible for printing and mailing the inserts.

14. Contracting between Contractor and Participants. Contractor will provide a provision in the contract they execute with participants that indemnifies the City relieving City of any liability or responsibility in the private contract. City logo will not be used on these private contracts.

15. Miscellaneous Provisions.

a. Governing Law and Venue. All matters pertaining to this agreement (including its interpretation, application, validity, performance, and breach) in whatever jurisdiction action may be brought, shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma. Any action related to this agreement or the performance thereof, shall be brought in the District Court of Cleveland County, Oklahoma.

b. Compliance with Laws. All activities of Contractor, its employees, subcontractors of Contractor and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the City and the Contractor, as parties to this Agreement, have caused this Agreement to be duly executed this 08 day of March, 2024.

EightTwenty Oklahoma, LLC

Tommy Wilkerson, SVP Experience

ATTEST:

Brian Blad, SVP Investments

The City of Norman, Oklahoma

Approved as to form and legality this ____ day of _____, 2024.

City Attorney/General Counsel

ATTEST:

Larry Heikkila, Mayor

Brenda Hall, City Clerk

Exhibit A. Contractor Response to RFP 2324-20

Exhibit B. Responsibility Matrix

Activity	City	Contractor
Program Development & Marketing	* Develop list of community stakeholders and/or influencers to help champion and promote campaign * Support Contractor-led outreach efforts (e.g., promotion, event attendance, printing and mailing billing inserts, use social media, podcast and other avenues available to City) * Publicize campaign on website and social media, help implement signage installation, provide logo to use on promotional materials * Partner with community leaders and organizations (as requested by Contractor).	* Lead community outreach efforts (project tours, events, tabling, updates, etc.) * Secure community endorsements and partnerships * Develop and implement marketing and outreach strategy * Publicize campaign on website and social media. * Supplement outreach with direct mail, yard signs, etc.
Site Assessment & System Design	* Facilitate communication between Participants and Contractor, as necessary * Facilitate communication between Contractor and City Departments * Assist with other communication, as necessary	* Conduct on-site assessments to determine system feasibility * Design and engineer solar PV systems based on assessments * Offer alternatives if rooftop PV is not feasible * Obtain necessary permits and approvals * Coordinate with utility providers in area (OG&E, OEC) for ease in integration
Financing & Incentives	* Assist with communication and research, as necessary	* Assist Participants in securing financing options * Facilitate access to available renewable energy incentives. * Assist Participants in understanding and applying for incentives * Provide opportunity for and encourage Participants to donate to LMI initiative fundraising efforts
Installation & Commissioning	* Provide quality oversight of the installation process through Building Inspection process * Facilitate communication around any concerns raised by Participants during installation	* Perform system installation according to code and specifications * Obtain necessary inspections and approvals for operation * Commission the solar PV system and provide training to Participants
Customer Care & Warranty	* Facilitate communication between Participants and Contractor for warranty claims, as necessary	* Provide initial system performance monitoring and troubleshooting assistance * Respond to Participant inquiries and service requests * Honor all warranties on equipment and installation
Program Reporting & Evaluation	* Track program progress and participation rates * Collect and analyze data on program effectiveness * Prepare reports for stakeholders (e.g., residents, government agencies)	* Provide data to municipality for program reporting * Participate in program evaluations.

EightTwenty

Norman Solar Initiative
RFP Response

eightwenty.com/norman

Traveling 670 million mph, the sun's light reaches Earth in eight minutes and twenty seconds.

YOUR TRUSTED SOLAR PARTNER

The American Institute of Architects

CPA

NABCEP ACCREDITED PV Installation Company

SEL ASCE

ACCREDITED MASTER ELECTRICIAN

Enphase Gold Installer

READERS' CHOICE AWARDS 2022

Google Reviews 4.9 ★★★★★

THE PERFECT TIME

The federal government has allocated $369B to enable Norman businesses, nonprofits and residents to be part of an energy transition. Teach your citizens how to access them.

The **Norman Solar Initiative** is focused on educating and executing projects for Norman stakeholders to maximize local opportunities as we invest in our energy future.

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09	Pricing Structure and Financing Options
10	Community Project
11	Low and Moderate Income Projects
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Cover Letter

EightTwenty is eager to partner with the City of Norman to make a difference for the community that we serve.

01

Norman Solar Initiative

Powering A Brighter Future for Norman

EightTwenty's purpose is to empower businesses and residents to live solar. We are an Oklahoma based company that ensures our culture, values and quality standards are more than words. They are foundational to every decision we make.

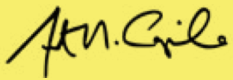
Our market strategy is simple: deliver on the customer experience and turn each customer into a raving fan. No marketing tactic can compete with a trusted brand supported by raving fans.

EightTwenty employs a full-time staff of in-house teammates, including four licensed electrical contractors. EightTwenty has two NABCEP PV Design Specialists (PVDS) as well as a NABCEP PV Installation Professional. In addition, we have in house professional services including an architect, structural engineer, and licensed CPAs.

A core focus of ours is to serve in our region. With our headquarters in Oklahoma City, the Norman Solar Initiative is a meaningful opportunity for our local teammates, our company and community.

Our pedigree in delivering results for city solar initiatives is unmatched in the region. In 2022, we won Solarize OKC and delivered 1.5MW of solar making it the 3rd largest solarize program in national history. The winning combination is engaging education, dynamic events, and a strong partnership with the city that builds trust at the highest level. We believe Norman's program can deliver even stronger results based on Norman leadership's vision, the commitment of coalition members in your community, and your desire to support projects of all types, including: commercial, non-profit, andresidential.

Our team is very excited submit a response to your RFP and are excited to partner with the City of Norman.



Tony Capucille, EightTwenty Founder & CEO

Company & Project Team Experience

EightTwenty is experienced at scaling successful businesses & committed to making the Norman Solar Initiative a success.

02

Norman Solar Initiative

WE EXIST TO CREATE RAVING FANS

EightTwenty has an unwavering commitment to make solar succeed in Norman.

Pioneers of Solar in Oklahoma

In 2018, Norman made history as the first city in Oklahoma to embrace clean energy. By installing a 2MW+ solar plant at your Water Treatment Plant and Water Reclamation Facility in 2022, you took a significant step towards realizing this commitment. Today marks another milestone as we expand solar energy to businesses, nonprofits, and homeowners throughout your community, bringing you closer to your clean energy goal.

Fortune 500 executives built EightTwenty infrastructure to scale, making us the largest commercial solar installer in the state. Iconic projects, including Devon Energy and The Regional Food Bank of Oklahoma, showcase our commitment. Partnering with Home Creations, historic districts in Norman, and Solarize OKC in 2022-2023 for 1.5 MW of solar energy demonstrates our community focus.

We prioritize fair and accessible solar financing, offering clarity with zero-point loans and transparent communication on options.

The Norman Solar Initiative program, with your commitment to commercial and nonprofits, has the potential to clear 2 MW, making it the largest in the nation. We are excited to bring our energy to partner with Norman in creating an incredible Norman Solar Initiative. **The time for solar is now.**

Team Experience & Values

EightTwenty started with the plan to build a fully integrated regional engineering, procurement and construction (EPC) solar company with seasoned professionals who have successfully scaled Fortune 500 companies and built award-winning cultures. With five years of successful electrical contracting experience, we began performing solar installations in February 2021.

Striving for excellence, we established a highly experienced team with more than 200 years of combined electrical experience, installing 2,400+ previous projects. We have scaled quickly and installed numerous commercial and residential projects of various sizes.

More importantly, we consistently receive accolades from inspectors for our quality craftsmanship and clean installations.

EightTwenty is also positioned as the leader in commercial and industrial solar solutions in Oklahoma. We have completed approximately 100 commercial solar projects in the last two years, including the largest rooftop solar project in the state.

We are excited to partner with Norman Solar Initiative and exceed everyone's expectations.

OUR CORE VALUES

The EightTwenty ethos & business approach are grounded in three core principles:

01. Respect
02. Focus
03. Quality

These principles act as a benchmark for all our decisions and actions.

Program Overview

Commercial & Nonprofit Program

EightTwenty understands offers a distinct pro
commercial and nonprofit customers to go s

Residential Program

Our community buying program offers best-in-class products and fair financing to secure long-term value.

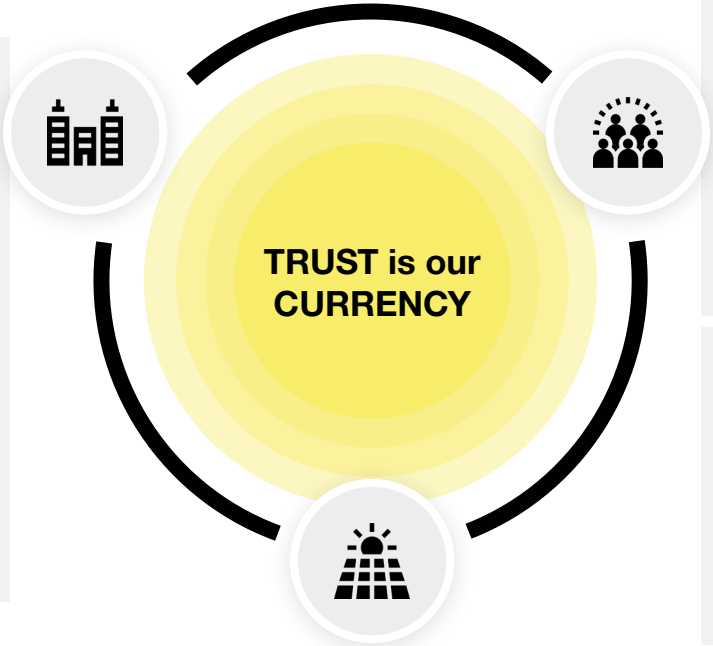
Norman

GOALS OF NORMAN COALITION

— Support Norman 100 & Norman Forward
— Activate $369B IRA Legislation
— Attract and Retain Businesses
— Strengthen Nonprofits
— Provide Value to Homeowners

COALITION SUPPORT

— City Department
— Chamber of Commerce
— Other Forward-Thinking Members



Residents

CUSTOMERS

Businesses, Nonprofits | Tax Exempt, Homeowners

ROLE

— Assess Project
— Decide on Funding
— Tell Friends & Neighbors

EightTwenty

SOLAR INSTALLER

— Initiative Program Management
— Solar Education / Hosts
— Solar Experts (design, incentive, construction)
— Financing Options
— Community Project

Tony Capucille
CEO

Born, raised, & educated in Oklahoma, Capucille spent nearly two decades in the payments industry. He served as president of Heartland, U.S. Payment & Payroll (NYSE: GPN) from 2016 to 2019, accelerating the organization to over a $2 billion top line with 400,000+ clients nationwide. He also played a key role in building its new headquarters connecting Automobile Alley with downtown OKC. Driven by his passion for environmental sustainability, Capucille left the industry to establish Sustainable Holdings, LLC, & EightTwenty, LLC.

Kent Cissell
President

A partner at Sustainable Holdings, LLC and co-founder/president of EightTwenty, LLC, Cissell was previously Senior Vice President & Head of Strategy at Global Payments (NYSE: GPN). With 13 years at Global Payments, he managed over $1.5 billion of recurring revenue, focusing on culture & transformative business systems. His teams received awards, including Selling Power's 50 Best Companies to Sell For, Computerworld's 100 Best Places to Work, & InformationWeek 500's Top IT Organizations.

Trey Raymer
CFO

Trey brings 20 years of financial leadership in the energy sector. Formerly Vice President of Accounting & Corporate Development Projects at Contango Oil & Gas Company, he led the successful merger with KKR-backed Independence Energy, forming Crescent Energy Company. A native of Oklahoma, Raymer spent 11 years at Ernst & Young, serving Fortune 500 clients, followed by roles in accounting & finance senior leadership at a private equity-backed energy company before joining Contango. He is a Certified Public Accountant.

Sandino L. Thompson
SVP of Business & Workforce Development

A community developer with 20 years of experience in social innovation & inclusive development, Thompson leads multiple initiatives, including the first major commercial development in NEOKC in over 30 years. He has won national & global recognition & serves on various boards, including Preservation Oklahoma, Lillian Timber Farms, IMCI, SixTwelve, DowntownOKC, NEOKC Renaissance, Bricktown Urban Design, Community & Neighborhood Enhancement Advisory, & Strong Neighborhood Initiative.

Mike Mannschreck
SVP of Operations

Mike, with almost two decades of experience, is a proven leader in scaling operations. His expertise includes building high-performance teams, demonstrated during his roles at American Energy Partners & Heartland/Global Payments. Highly regarded by both employees & peers, Mike earns respect for his knowledge, genuine care for others, & ability to scale repeatable, high-quality processes. His track record reflects a strong commitment to excellence in operational management.

Brian Workman
Head of Technology

With almost 15 years of fintech expertise, Brian leads platform & software architecture at EightTwenty. His recent role as Senior Advisory Solutions Architect at IBM highlighted his leadership & technical prowess. Brian's career includes pivotal roles at Global Payments, Beyond, ZirMed, & Heartland Payments, enriching his knowledge. Holding a bachelor's degree in computer engineering from the University of Louisville, his strong educational background complements his experience, making him a key contributor to EightTwenty's innovative success..

Matt Snell
Director of Information

Matt joined EightTwenty from the financial services industry, serving as a senior data engineer. With significant expertise in software development, data architecture, & mobile/web-based reporting & analytics, he now holds the position of Director of Technology. In this role, Matt leads key initiatives for business process improvement across the organization. His diverse skill set & financial services background uniquely position him to drive technological advancements & enhance operational efficiency at EightTwenty.

Evan DeWalt
SVP Brand & Marketing

Evan leverages over 20 years of brand-building experience. His recent role at Rhumbix, a Silicon Valley-based labor & resource management SaaS platform for construction, adds to his track record. Evan excels in marketing leading athletic brands & developing marketing/demand generation systems for SaaS tech startups, consistently delivering impactful customer experiences. He holds a bachelor's degree in business administration & marketing from the University of Notre Dame.

Greg Smith
Electrical Superintendent

Greg boasts an impressive background as an electrical contractor, with over 20 years of experience in guiding electrical crews through the successful completion of multimillion-dollar projects across both Oklahoma & Texas, showcasing his proficiency in diverse environments. Greg's expertise extends beyond the field to include estimating & leadership roles, making him a well-rounded professional. In his current role, Greg leverages this extensive experience to drive excellence in project execution & team leadership.

Mark Moore
Head of Electric

Matt joined EightTwenty from the financial services industry, serving as a senior data engineer. With significant expertise in software development, data architecture, & mobile/web-based reporting & analytics, he now holds the position of Director of Technology. In this role, Matt leads key initiatives for business process improvement across the organization. His diverse skill set & financial services background uniquely position him to drive technological advancements & enhance operational efficiency at EightTwenty.

Tommy Wilkerson
SVP of People & Experience

Bringing to EightTwenty more than a decade of expertise in team-building & cultivating organizational culture, Tommy has an extensive background in leadership, having led a team of over 100 individuals responsible for shaping the employee experience at a Fortune 500 company, where he hired over 3,000 teammates & spearheaded the development & implementation of comprehensive recruiting, training, & onboarding platforms & systems before making a significant impact at EightTwenty.

Matt Brodine
Senior Energy Systems Engineer

With a career spanning over two decades in the energy sector, Matt, an accomplished Electrical Engineer & NABCEP certified designer, leads complex design efforts, employing meticulous planning to ensure the seamless delivery of construction projects. His understanding of electrical systems, storage solutions, & distributed generation, coupled with his extensive experience, positions him as a highly valuable asset adept at navigating the intricacies of energy system design & implementation with expertise.

Board-Certified NABCEP Staff

NABCEP
Raising Standards. Promoting Confidence.

Matt Brodine

Senior Energy Systems Engineer

- *NABCEP PVIP and PVDS*
- Electrical engineering background with 15+ years of experience developing energy efficiency projects for educational, public, and municipal customers around the country.
- Extensive training with Solar Energy International
- OSHA 10 certification
- Former Certified Energy Manager (AEE)

Adam Thornbrugh

Solar Designer

- *NABCEP PVDS*
- Bachelors in Mechanical Engineering from UCO, December 2020.
- Extensive training with Solar Energy International.
- OSHA 10 certification.

OSHA-Certified Staff

OSHA Occupational Safety and Health Administration

OSHA 10

Tommy Wilkerson
SVP of People / Safety

Matt Brodine
Senior Energy Systems Engineer, NABCEP PVIP & PVDS

Adam Thornbrugh
Solar Designer, NABCEP PVDS

OSHA 30

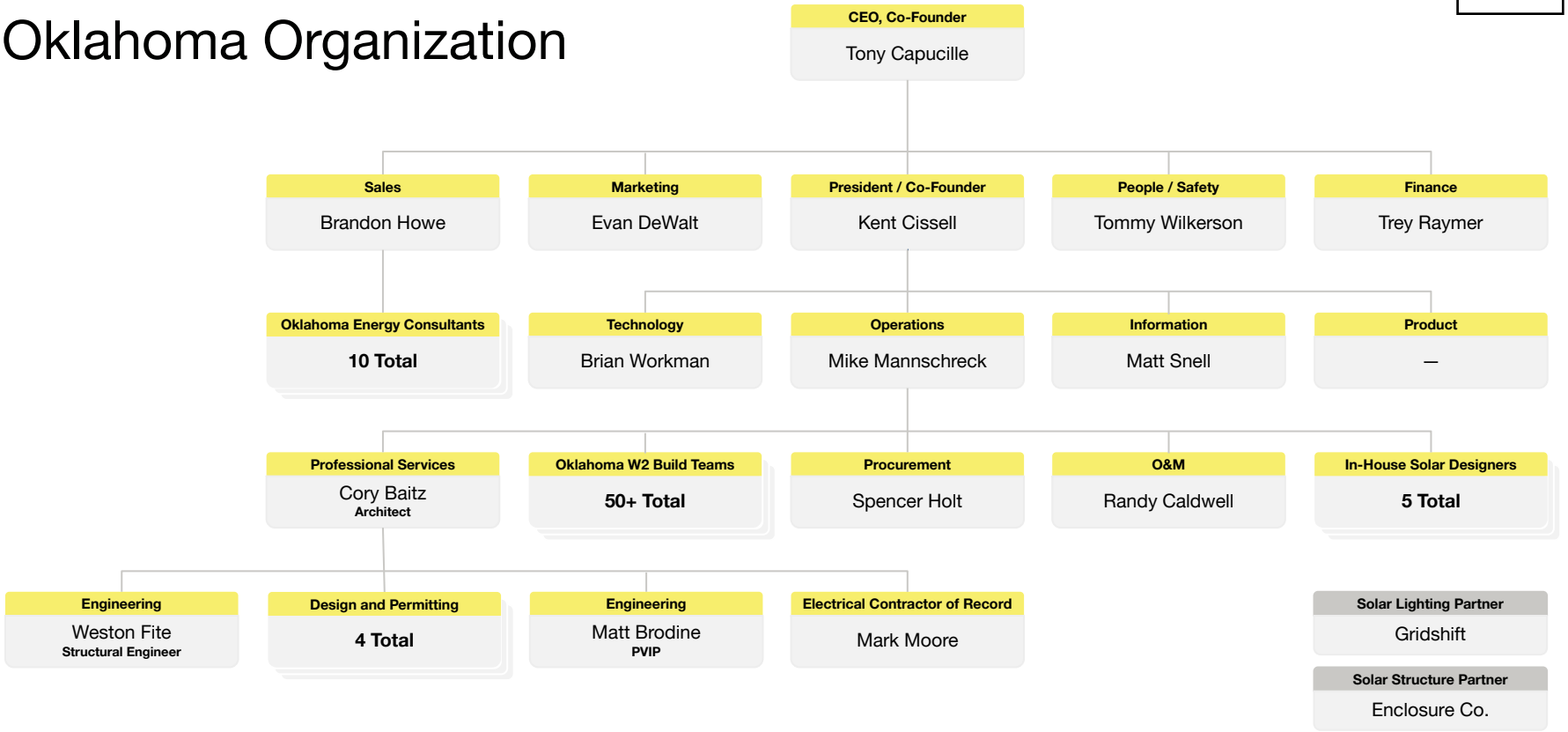
Mark Moore
Head of Electric, Contractor

Greg Smith
Electrical Superintendent

Randy Caldwell
Service & Support Lead

Josh Evans
Project Manager

Oklahoma Organization



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Team Member Stories

To truly understand a company's culture, listen to its employees and observe what is really rewarded. Here are some heartfelt insights from EightTwenty employees.

EightTwenty's leadership, experienced in scaling, played pivotal roles in small to midsize companies with successful exits like IPOs and Fortune 500 status. They've hired thousands nationally, creating recognized top workplaces. In the state of Oklahoma, they've generated 1,000+ jobs, fostering local economic growth. Employing over 100 employees over the past three years, EightTwenty remains poised for growth, attracting skilled talent. Their culture and quality standards draw interest, with a focus on professional development as the team expands.

> ...I know they care about me as an individual. They invest in me, care about my future, and encourage me to invest in myself."
>
> **Michael Lapach**

> ...I quit my job & planned to leave solar altogether. Then I discovered EightTwenty, a solar company that actually keeps its word.
>
> **Ben Moss**

> ...EightTwenty shares my values and cares about customers as much as I do.
>
> **Randy Caldwell**

> ...EightTwenty respects customers and honors its commitments to them. I can confidently sell solar, knowing we will keep our promise.
>
> **Matt Hull**

Program Implementation Plan

EightTwenty’s solar plan is designed to exceed customer expectations.

03

Norman Solar Initiative

Schedule of Capacity

EightTwenty excels in scalable solar installations, consistently surpassing customer expectations. We efficiently manage key processes, enabling us to execute dozens of monthly solar installs across multiple states. Our culture prioritizes managing expectations, delivering quality results, and meeting deadlines.

With extensive experience in large-scale solar projects on commercial properties, we seamlessly integrate them into our workflow. We have capacity to handle hundreds of daily leads, conduct over 80 consultations weekly, provide 80+ quotes weekly, and complete 15+ 5 kW arrays weekly.

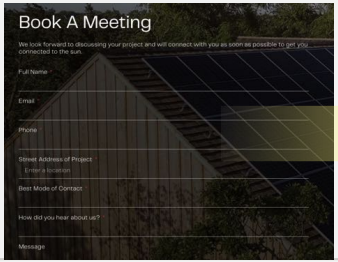
For the Norman Solar Initiative program, our scaling capacity exceeds the target needs, ensuring completion of typical projects within 120 days of contracting. Our quality assurance involves NABCEP-certified teammates, an in-house structural engineer, and adherence to best-practice standards.

In operations and maintenance, we monitor performance for the first year, offer self-monitoring tools, and provide various solutions for ongoing assistance or one-off projects. After a year, customers receive a proactive "EightTwenty Report" detailing their system's performance relative to expectations.

> EightTwenty continues to exceed our expectations & help educate our customers about solar energy.
>
> **MJ Farzaneh,** Chief Operations Officer of Home Creations

Customer Relationship Management

LEAD MANAGEMENT



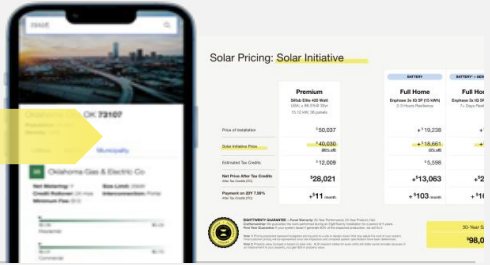
- Scalable process from any source
- https://eighttwenty.com/norman/

CUSTOMER RELATIONSHIP MANAGEMENT

EightTwenty CRM

- CRM manages client experience from lead to installation to support
- Automation to reduce manual steps
- Centralized design resourced for efficiency

SALES TOOLS



- Qualify with Proprietary Utility & Municipality tool for quick estimations
- Alignment between sales, design & build for clear and detailed communication
- Proposal generation tool with checks & balances for accuracy

The EightTwenty Guarantee

Performance Guarantee

Modules are warrantied to perform for over 30 years.

Product Guarantee

EightTwenty materials installed are warrantied to be free from defects & a majority are all-encompassing for 25 years.

Craftsmanship Guarantee

We guarantee the work performed during an EightTwenty installation for a period of 10 years.

First Year Guarantee

If your system doesn't generate 90% of the expected production, we will fix it. We'll send a report after 12 months to compare actuals to expectations.

Performance & product warranties vary based on product type & apply under normal applications, use & service conditions.

Participant Experience

The EightTwenty experience turns customers into raving fans

04

Norman Solar Initiative

The EightTwenty Customer Journey

Utility Bill
5 MINUTES

Provide us your utility bill to kick off the discovery process

Presentation
30 MINUTES

See the final design, budget & lending options

Build
1-3 DAYS

We are on site for a few days putting up your system

Interconnect
~2 WEEKS

The utility comes out & interconnects

Consultation
45 MINUTES

In house or online discovery meeting to see if your project is a fit

Site Inspection/ Engineering/Permit
~90 DAYS

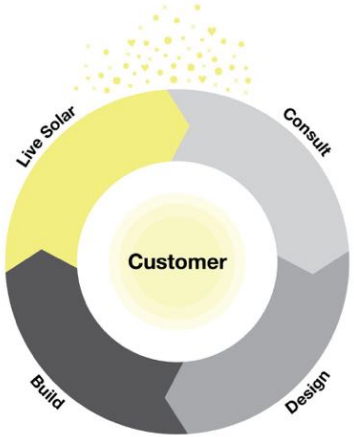
Our build team does a walk through & finalizes structural & permitting plans

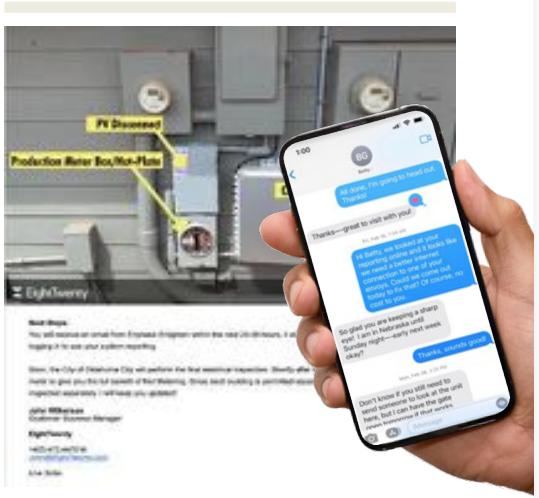
Live Solar
30+ Years

Enjoy clean, abundant, renewable energy

EightTwenty Customer Experience

EightTwenty has Project Managers in place to support end-to-end project management, and staff dedicated to customer experience and communication. Our goal is an excellent experience at every stage, in order to create raving fans.



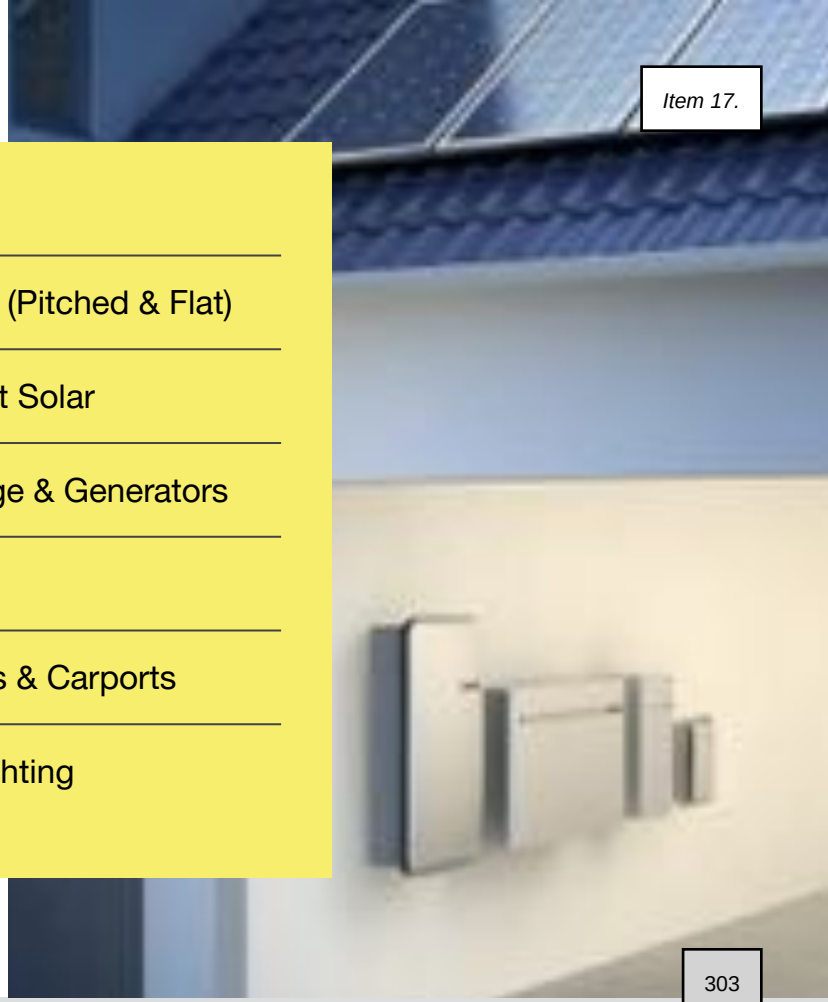


Solving your Energy Needs

We prioritize North American, Bloomberg Tier-1, sustainably made products with industry leading warranties. In addition, we focus on scalably architected systems that are simply expandable to meet your future needs.

KEY OFFERINGS

- Rooftop Solar (Pitched & Flat)
- Ground Mount Solar
- Battery Storage & Generators
- EV Charging
- Solar Pergolas & Carports
- Solar Area Lighting

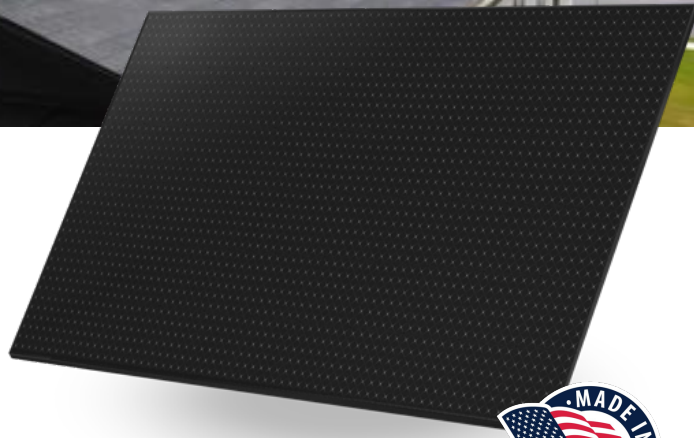


Proven Products

Bloomberg Tier 1 Products: Residential Panels

Silfab Elite - 420 BG

USE CASE	Residential Rooftop
YEARS IN BUSINESS	35 Years
MANUFACTURED	USA
COLOR	Black on Black
NOTABLE	Highest PTC ratings of any American-manufactured module
WARRANTY	25-year, Product Workmanship 30-year, Linear Output Power



25-year
Product Workmanship Warranty

30-year
Linear Output Power Warranty

304

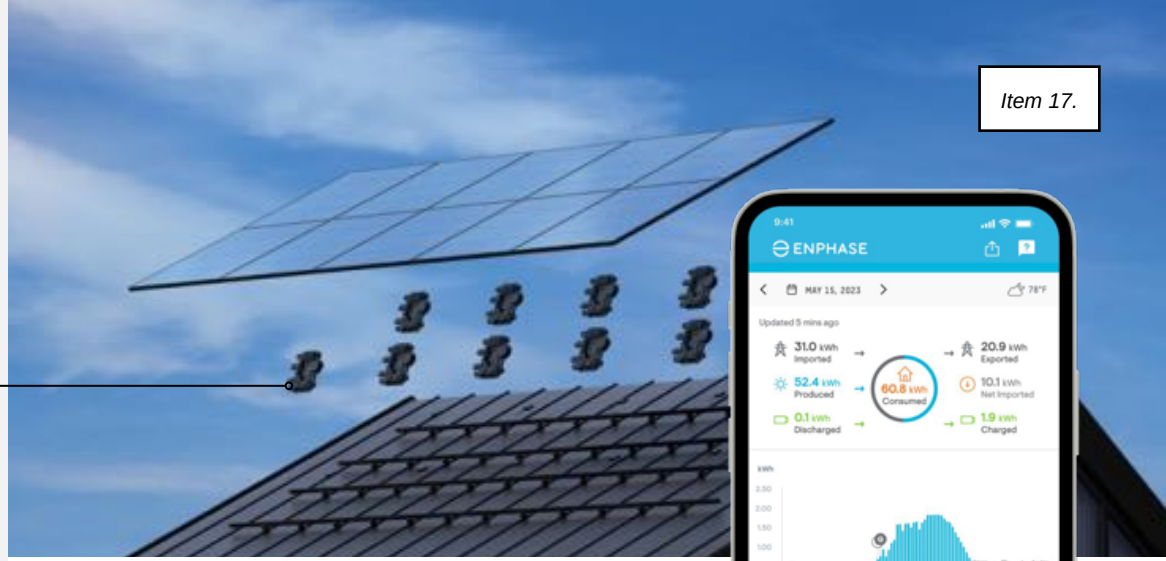
Proven Products

Bloomberg Tier 1 Products: Residential Inverter

Enphase Microinverter Technology

RELIABLE PRODUCTION

Avoids the single point of failure issue caused by string or “central” inverters. With one microinverter per module, solar production keeps working even if a mircoinverter fails.



Enphase Microinverter Technology

EASILY MONITOR PERFORMANCE

Know exactly how much energy your solar system is producing. Generate reports on production by day, week, month, or year. Complete with clean and easy-to-read graphs and infographics.

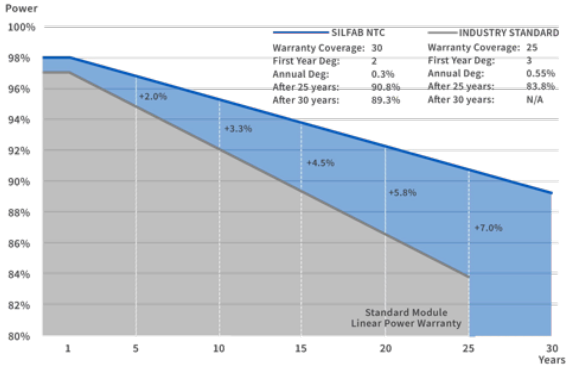
ENPHASE.

Proven Products

Bloomberg Tier 1 Products: Commercial Panels

520W Silfab N-Type TOPCon Cell Technology

USE CASE	Commercial Roof / Ground Mount
YEARS IN BUSINESS	35 Years
MANUFACTURED	USA
COLOR	Black on Silver, Silver Frame
WARRANTY	25-year, Product Workmanship 30-year, Linear Output Power



25-year
Product Workmanship Warranty

30-year
Linear Output Power Warranty

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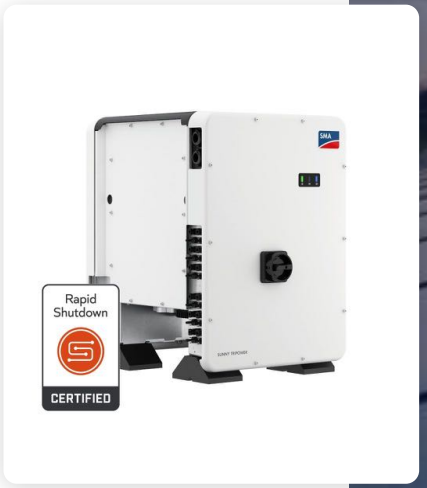
Proven Products

Bloomberg Tier 1 Products: Commercial Inverters

Sunny Tripower Core1 50k

USE CASE	Commercial Roof / Ground Mount
YEARS IN BUSINESS	42 Years
MANUFACTURED	Germany
COLOR	White
NOTABLE	915.1 Million Euros in Sales in 2019
WARRANTY	20-year (10 + 10)



Proven Products

Our recommended modules feature American manufacturing, best-in-class warranties, industry leading efficiency ratings, and appealing aesthetics. Our customers deserve the best, that is why we offer the best.

Residential Solar

	EIGHTWENTY RESIDENTIAL	INDUSTRY NORM OFFERING
	Silfab 420 Elite BG	**Q-Cell 405 Peak BLK ML G10+**
WATTAGE	420 Watt	405 Watt
MODULE TYPE	Monofacial	Monofacial
MANUFACTURED	USA	China
AESTHETIC	Black on Black, Black Frame	Black on Black, Black Frame
SIZE	1864 x 1029 mm, 45.8lbs	1879 mm × 1045 mm, 48.5lbs
WARRANTY	25 Year Manufacturing, 30-year Linear Output Power, 1-inch, 51mph Hail Test	25-Year Manufacturing, 25 Year Performance
EFFICIENCY	21.9%	20.6%

Commercial Solar

	EIGHTWENTY COMMERCIAL	INDUSTRY NORM OFFERING
	Silfab 520 QM	**JA 540 PERC Half Cell**
WATTAGE	520 Watt	540 Watt
MODULE TYPE	Monofacial	Bifacial
MANUFACTURED	USA	Malaysia and China
AESTHETIC	Black on Silver, Silver Frame	Black on Silver, Silver Frame
SIZE	2098 mm x 1133 mm, 58lbs	2285mm x 1134mm, 70lbs
WARRANTY	25 Year Manufacturing, 30 Year Linear Output Power, 1-inch 51mph Hail Test	12 Year Manufacturing, 30-year Performance
EFFICIENCY	21.5%	20.9%

Proven Products

Solar Dashboards

Key Features

Commonly featured by EightTwenty commercial solar clients in public-facing contexts

Real time energy production monitoring

Consumption monitoring optional

Custom branding and detailing

Building Management System (BMS) integration

310

Residential Types

Traditional Style Homes

New Construction Integration

Outbuildings Providing Power

Residential Success

Estate

SYSTEM SIZE	19.3 kW
BATTERY STORAGE	30 kWh
30 YR PROJECT SAVINGS	$97k+
ADD'L RESILIENCY	24 kW LP Generator

Historic Home

SYSTEM SIZE	7.2 kW
TIER 1 PANELS	20
30 YR PROJECT SAVINGS	$50k+
ADD'L BENEFIT	Powers EV Chargers

Customer Feedback

Our work is done when our customers are sa
We pride ourselves on doing what it takes to earn five star reviews from our clients.

★★★★★

“Everything - from the quote process, to the design layout, to the installation, to the post-installation support - has been excellent.”

Darren Irons,
Residential Customer

★★★★★

“From sales to the installation, everything was done with quality & care.”

Casey Shutt,
Residential Customer

★★★★★

“The install was extremely efficient for the fact that it was all in-house. None of it was subcontracted out.”

Adam Fink,
Commercial Customer

★★★★★

"They take care of everything—right down to permits & signing up for net metering with the utility."

Madison Hammon,
Residential Customer

★★★★★

“From the beginning to the end, the project was simple, well managed & efficient.”

Bryan Bloom,
Residential Customer

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Commercial Success

Sleep Inn - Norman
Hotel & Lodging

Pella Windows & Doors
Showroom & Warehouse

AirBNB Property
Short Term Rental

Vance Automotive
Auto Dealership

Koda Crossfit - Norman
Fitness Center

Atwoods
Retail Store

CARSTAR Collision Center
Automotive Center

Devon Energy
Company Headquarters

Pasture at Marksbury Farm
Market & Retail

Vanessa House
Local Brewery

Alternative Installation

Ground Mount

SYSTEM SIZE	25.4 kW
TIER 1 PANELS	48
30 YR PROJECT SAVINGS	$100K
C02 EMISSION REDUCTION	76,200 lbs annually

Patio Mount

SYSTEM SIZE	7.68 kW
TIER 1 PANELS	24
AVG MTH UTILITY BILL	$24+
C02 EMISSION REDUCTION	23,040 lbs annually

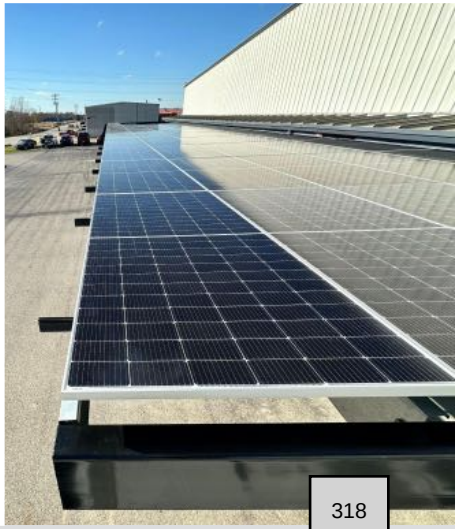
Partnering & Subcontracting with Other Contractors

EightTwenty partners only with trusted contractors that share the same care for our customers.

05

ENCLOSURECO

Enclosure Co: In addition to working closely with Enclosure Co, based in Oklahoma, to design proprietary solar structures - we have partnered with them on how we go to market. ENCO shares an office space in Oklahoma City with EightTwenty where we work closely together to design, engineer, fabricate, and implement solutions. This type of deep partner relationships translates to the common concern for our customers best interests as we work together to create raving fans.



Item 17.

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Offerings for Homes Where Fixed Solar PV Is Not Feasible

EightTwenty Turns “Not Feasible” Into Opportunities

06

Norman Solar Initiative

EV Residential Charging

Level 2: This best-selling smart home charging station, combines speed, performance and value. Enjoyed by thousands of satisfied EV drivers, it delivers all the safety and smart charging features you need to make home charging easy, reliable and cost-effective.

JuiceBox 48A (Level 2 EVSE; 25’ Cord)

WARRANTY	3 Years
PERFORMANCE	48A / 11.5 kW (up to 9x faster charger)
ELECTRICAL CIRCUITS	60A
COMPATIBILITY	Teslas and all EVs (future proof)
MANUFACTURED	USA

320

EV Commercial Charging

Level 2 station for your EV that delivers fast, smart, and highly accessible charging

Key Features

- Up to 9x faster charge with 240-volt Level 2 charging
- Easy to use and install with quick-release mounting and integrated cable management
- Intelligent Wifi control and monitoring via smartphone app
- Increased accessibility with 25 ft cable and convenient chable racking for charger
- Secure and durable design for indoors and out.

DC Fast Charging Station Installation

Solar Carports & Canopies

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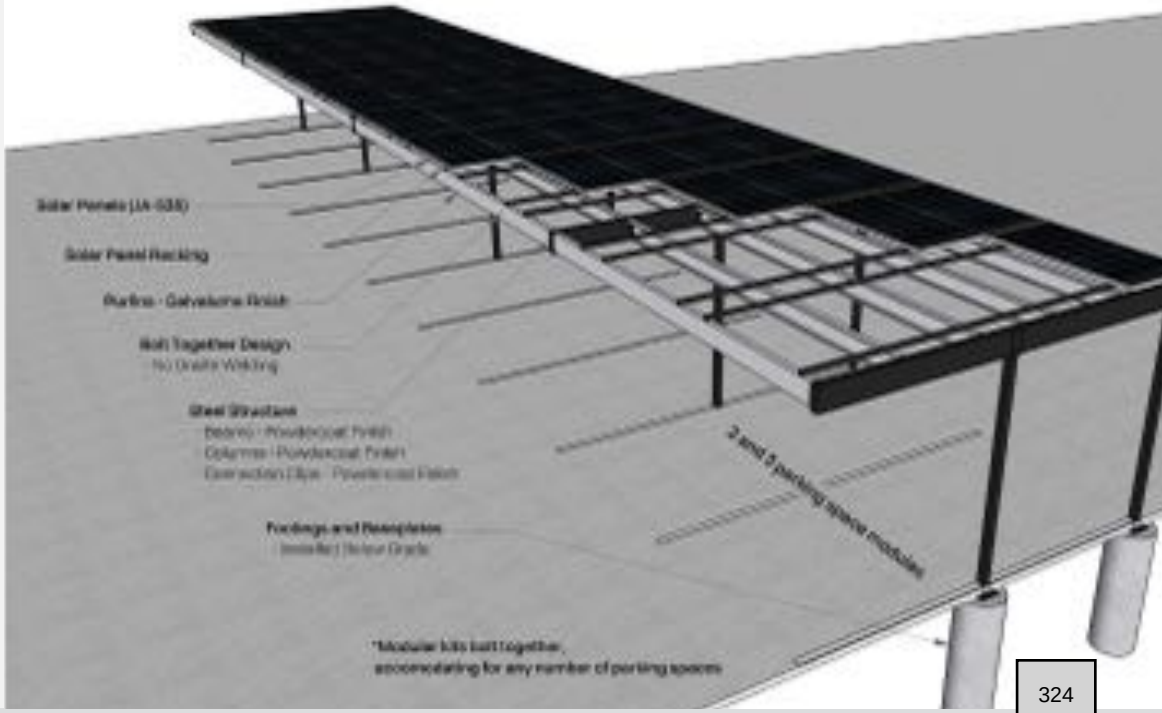
Carport & Canopies

Premium Option

Standard Option

Site Adaptive:
Flexible Colum nt



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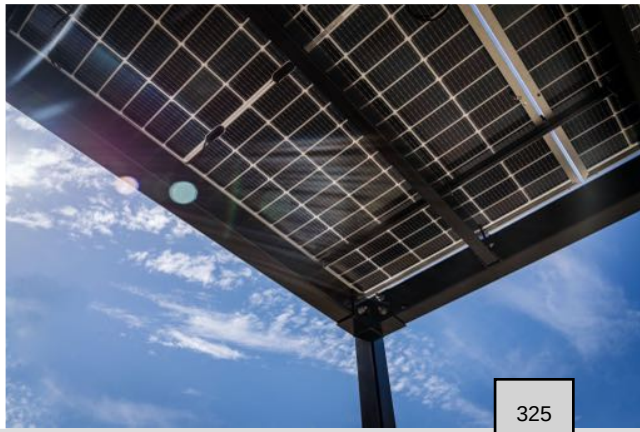
Solar Pergolas

Be it a covered patio, carport, or front entry, our exclusive powder-coated steel pergola creates a beautiful space that will last for decades.

Key Features

- Powder-coated, water-resistant, steel structure
- Bolt up steel—no onsite welding
- Outfitted for lights, fans, speakers, etc
- Customer Purlin Options in Steel, Cedar, or Parallam
- Bi-facial panels create shaded area with ambient light to flow through.

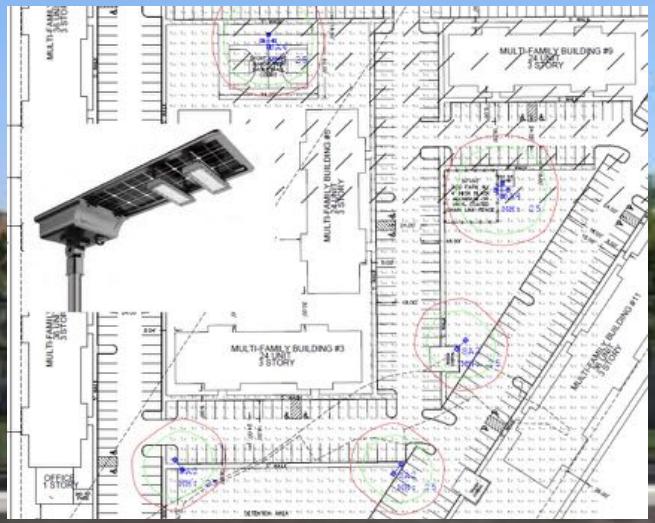


Solar Lighting

Area lighting applications that can meet the need of any city, park, campus, or multi-family application.

Key Features

- Street lights, parking, trails, area lighting
- Eliminate trenching, conduit and wire costs
- Burn time test certified
- Eliminate on going utility expense
- Flexible applications and designs



Unique Challenges & Solutions

EightTwenty Delivers Unique Solutions to Overcome Unique Challenges

07

Norman Solar Initiative

Professional Services

"Creating Raving Fans" means offering to the best to those we are serving. In addition to offering only best in class products and having highly skilled construction teams - EightTwenty is staffed with an industry leading professional service team that enables customer success.

This in-house multidisciplinary team spans several domains of expertise including but not limited to:

EIGHTTWENTY DOMAIN EXPERTISE —

Solar Design	**CAD/Planset Creation and Permitting Facilitation**
Structural Engineering	**Electrical Consultation**
Architecture and Design Services	**EV Charging Consulting and Engineering**
Energy Auditing, Evaluation, and Modeling	**Operations and Maintenance / System Troubleshooting & Diagnostics**
Commercial Scale Storage Evaluation	**Tax and Legal Liaison**

Norman Historic Districts

Norman's three Historic Districts uniquely capture and preserve Norman's local history and culture. Recently, adding solar to historic homes and structures has come with significant discussion regarding the visibility of the panels, their sustainable benefit, and their visual impact on historic character.

Over the past three years, EightTwenty has worked closely with staff and the Norman Historic District Commission to design and install numerous successful projects. In each case, the product selection, design considerations, and installation details provided a solution that respects and maintains the historical character of the home.

Chautauqua District EightTwenty Solar Installations

Outreach & Marketing Strategy

EightTwenty's Marketing Strategy Educates and Addresses the Customer Experience

08

Norman Solar Initiative

Solar Initiative Team

LOCAL COMMUNITY

Norman Coalition

- City: Larry Heikkila & Darrel Pyle
- Chamber: Scott Martin
- Industry: Norman Next, BancFirst
- Individuals: Morgan Duke, Amanda Nairn, Lisa Krieg, April Heiple

RESPONSIBILITIES

- Buy-In / Ownership
- Promotion
- Event Hosting
- Communication Strategy

SOLAR INSTALLER

EightTwenty

RESPONSIBILITIES

- Solar Education
- Event Speakers / Hosts
- Turnkey Installation
- Solar Incentive Expertise
- Lending Options
- Tiered Pricing

SOLAR CUSTOMERS

Customers

- Customers
- Businesses
- Nonprofits / Tax Exempt
- Home Owners

RESPONSIBILITIES

- Assess Project
- Decide on Funding
- Tell Friends & Neighbors

Norman Solar Initiative Timeline

MONTH 1	MONTH 1	MONTH 1-5	MONTH 5
PRE-LAUNCH	**LAUNCH**	**MAINTAIN MOMENTUM**	**CAMPAIGN ENDS**
• Team-Creation • Strategy Brainstorm • Marketing Plan • Schedule Events • Pre-Marketing • Website	• Kick-off Event • PR • Outreach & Marketing Begin	• Public Outreach through Educational Events • Bi-Weekly Calls • Media Coverage	• **Campaign Ends:** Celebrate Success & Install Projects!

PRE-LAUNCH | **LAUNCH** | **MAINTAIN MOMENTUM** | **CAMPAIGN ENDS**

Pre-Launch Checklist

- Define target audience(s)
- Set goals (kW, $)
- Identify outreach opportunities (ex. bill inserts, community events, lawn signs, canvassing)
- Align with local calendars and existing events
- Create our own events: workshop at libraries; solar home tours; tax incentive workshops; etc.
- Tap into local, influential social networks

40%

Approximately 40% of individuals who participate in the solar initiative had not previously contemplated using solar energy.

PRE-LAUNCH | LAUNCH | MAINTAIN MOMENTUM | CAMPAIGN ENDS

Five Most Effective Ways to Attract Residents

01

Letter to Businesses & Homeowners from Chief Elected Officer

02

Media Opportunities (Paper, Radio, News, etc.)

03

Workshop & Events Hosted by Trusted Partners (ex. Chamber)

04

Yard Signs

05

Solar Ambassadors / Influencers

PRE-LAUNCH | LAUNCH | MAINTAIN MOMENTUM | CAMPAIGN ENDS

Setting Norman Goals

Goal 1.0 MW

35	Homes	10 KW
2	Commercial	100 KW
3	Commercial	50 KW
3	Non-profits	50 KW
15	Homes in LMI Community	10 KW
1	Community Project	

Stretch 1.5 MW +

55	Homes	10 KW
4	Commercial	100 KW
4	Commercial	50 KW
3	Non-profits	50 KW
20	Homes in LMI Community	10 KW
1	Community Project	

PRE-LAUNCH | LAUNCH | MAINTAIN MOMENTUM | CAMPAIGN ENDS

Key Coalition (Members/Influencers)

Commercial

- Doers
- Norman Next
- BancFirst
- Norman Chamber
- —

Residential

- Doers
- Amanda Nairn
- City Social
- Morgan Duke Realtor
- —

Nonprofits

- Lisa Krieg
- April Heiple - Food & Shelter for Friends
- Morgan Duke Realtor
- —

PRE-LAUNCH | **LAUNCH** | **MAINTAIN MOMENTUM** | **CAMPAIGN ENDS**

Event Planning

Events

- Launch Event
- Wine & Cheese
- Chamber Breakfast
- —

Venues

- Noun Hotel (OU)
- The Railroad House
- Carrington / Historic
- The Well
- Central Library
- Solar Patio

Target Audiences

- Everyone (Residential & Commercial)
- Commercial
- Residential
- Nonprofit

PRE-LAUNCH | LAUNCH | MAINTAIN MOMENTUM | CAMPAIGN ENDS

Launch Checklist

- Plan event with enough notice - 3-4 weeks
- Build excitement - media, email, social and personal invites
- Advertise on community / partner websites and newsletters
- Event will have registration
- Press release one week before event
- Local leader to speak (TBD)
- Interviews with media
- Light food / refreshments

Make it fun!

The launch event will be a festive and fun environment!

Physical Assets

EightTwenty likes to limit physical assets, but we do have a library available to Norman Solar Initiative to leverage. We also can provide partners with project overview sheets for participants to give neighbors that provides an overview of how installing solar is a win.

Collateral is designed to provide prospective solar buyers information to lead to a consultation and is made available at coalition partner locations.

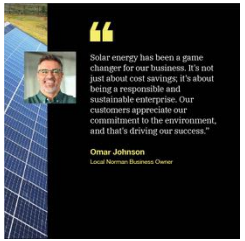
If desired, EightTwenty will assist in printing these items and provide to Norman Solar Initiative for placement.

PRE-LAUNCH | LAUNCH | MAINTAIN MOMENTUM | CAMPAIGN ENDS

Digital Strategy

EightTwenty has focused on quality content in our social posts, not followers. Because of this, our post rate as well as number of meaningful engagements outpaces every competitor we track. We build microsites to promote partnerships, create videos with partners, promote thought leadership via blogs, and would recommend a newsletter.

We can provide support for copy, visuals, photography and videography, to include videos featuring residential and commercial participants.



EightTwenty Customer Success

Watch Now

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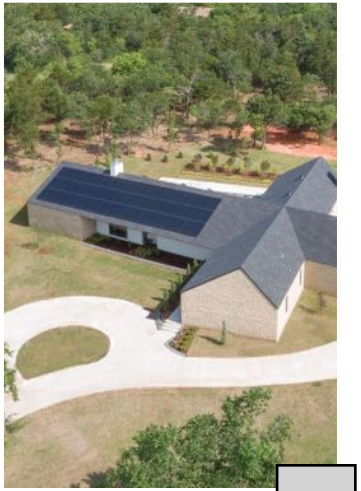
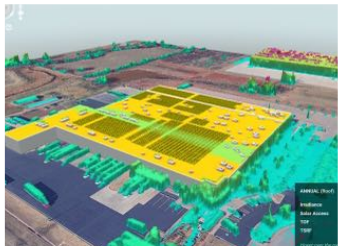
Photography

EightTwenty will provide high-resolution images for partners to use at their discretion. By providing you with these images, EightTwenty can ensure content quality and that you have the most recent assets from completed solar projects, including images of jobs, panels, batteries, teammates and customers available.

EightTwenty will provide updated images of future solar installs on Norman Solar Initiative homes and commercial projects as they become available.





Events

We host two annual events to create awareness for solar in our local communities and would add a third for Norman Solar Initiative. We invite the community to enjoy learning about solar through education and sharing a meal to inspire folks to join the movement. We also love doing trade shows to help educate Oklahomans.

We would continue our EightTwenty Days and our trade shows. We would add Norman Solar Initiative events and establish a second booth at selected trade shows to maximize exposure.

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Specialized Merchandise

PRE-LAUNCH | LAUNCH | **MAINTAIN MOMENTUM** | CAMPAIGN ENDS

Momentum Checklist

- [ ] Events
- [ ] Mailers
- [ ] Advertisements
- [ ] Publishing Progress
- [ ] Call Campaigns

PRE-LAUNCH | LAUNCH | **MAINTAIN MOMENTUM** | CAMPAIGN ENDS

Event Options

Solar Tour

Solar owners open their homes to showcase panels, equipment, and discuss their solar journey. Solar open houses are convincing, often leading to purchases. Facility tours educate on community solar. These events promote solar campaigns, collect contacts, and encourage quote requests.

Installation Event

The inaugural solar installation in a community is an exciting event. Invite potential customers to witness the process, interact with the homeowner, and choose a visible location. Holding these events on Saturdays is ideal for attracting visitors and generating interest among neighbors.

KEY CONSIDERATIONS

- Arrange with installer & owner
- Pick a good home: visibility, access, parking, host
- Send media notices in advance

Workshop/Webinar

Organizing a workshop or webinar is an effective method to educate a broad audience on rooftop and community solar topics. These sessions cover contracting, financing, and illustrate how savings reflect on utility bills.

Continuing Engagement

Follow up with emails for individuals who haven't requested or responded to a quote after events.

Event Options (continued)

Stay in Touch

Always gather contact details from event attendees. Enter the information into a database to extend invitations to future events and share campaign updates.

Home-Hosted Gathering

Similar to a Tupperware® party, homeowners supporting the campaign can host a casual gathering like a barbecue or wine and cheese event. This allows campaign volunteers or installers to share information about the Norman Solar Initiative with the invited friends and neighbors.

Canvassing

Identify solar-friendly neighborhoods and distribute door hangers briefly explaining the campaign, community leader support, and highlighting their home's solar potential. Obtain municipality approval before initiating this campaign.

Community Event

Locate neighborhoods ideal for solar adoption, distribute door hangers introducing the campaign and community leader endorsement, emphasizing their home's solar potential. Ensure municipal approval before launching the campaign.

PRE-LAUNCH | LAUNCH | MAINTAIN MOMENTUM | CAMPAIGN ENDS

Campaign End Checklist

- [ ] Celebration Event
- [ ] Publish Final Results
- [ ] Installs

Pricing Structure & Financing Options

EightTwenty is Committed to Providing Opportunities for All Oklahomans to Live Solar with Pricing and Financing that is Fair, Transparent & Value-Based.

09

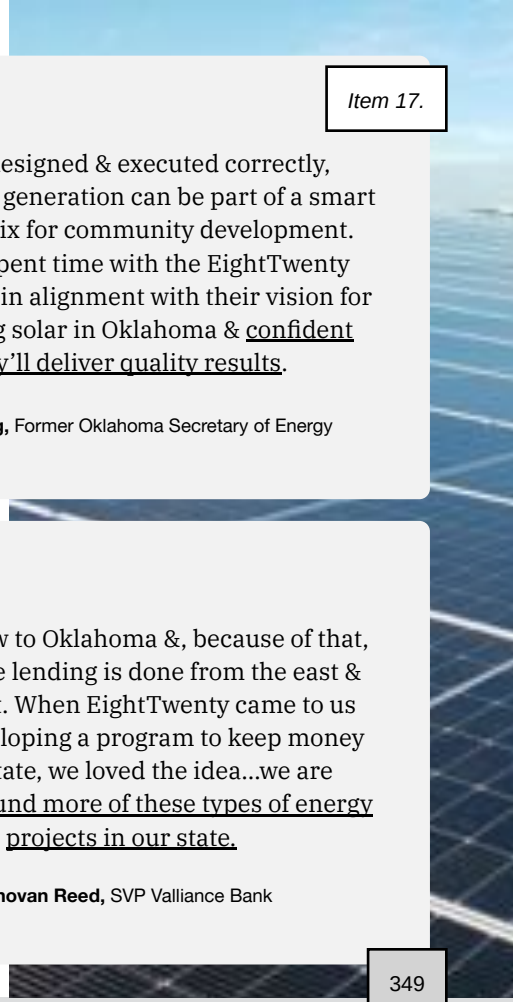
Norman Solar Initiative

Price Structure

We believe in fair and transparent pricing regardless of project type, location or competitiveness. Many solar companies choose to set the price at “what the customer will tolerate” or hide pricing details in confusing financing math. We ensure the customer understands what is being purchased, what it will cost them, and how their return would look over the warrantied period of their investment.

On a typical project (outside of the Norman Solar Initiative campaign), we look at our line-item costs and use that as a baseline for setting a price for the customer. If the project is simple and materials are less than typical, we extend those discounts directly to our customers rather than holding them as additional profits.

For the Norman Solar Initiative price structures recommended, we have taken our typical pricing approach for an average job and *discounted* it an additional **16-30%**. We appreciate the energy Norman is putting forth to help grow solar in the community.



> When designed & executed correctly, distributed generation can be part of a smart energy mix for community development. Having spent time with the EightTwenty team, I am in alignment with their vision for deploying solar in Oklahoma & confident they’ll deliver quality results.
>
> **Mike Ming,** Former Oklahoma Secretary of Energy

> Solar is new to Oklahoma &, because of that, most of the lending is done from the east & west coast. When EightTwenty came to us about developing a program to keep money in our state, we loved the idea...we are excited to fund more of these types of energy projects in our state.
>
> **Donovan Reed,** SVP Valliance Bank

Discounting

RESIDENTIAL PRICING STRUCTURE

TIER (Total Sold)	Purchase Price (per Watt)
< 50kW	~~$3.04~~ **$2.69**
51 - 100kW	~~$2.99~~ **$2.69**
101 - 150kW	~~$2.94~~ **$2.69**
151 - 200kW	~~$2.89~~ **$2.69**
201 - 250kW	~~$2.84~~ **$2.69**
251 - 300kW	~~$2.79~~ **$2.69**
301 - 350kW	~~$2.74~~ **$2.69**
> 351kW+	**$2.69**

We are committed to the Norman Solar Initiative being a resounding success. We will be aiming to do at least 351 kW for the community - and aspirationally well beyond. Being confident we can deliver against these goals, we are eliminating the higher pricing for lower tiers of success. We will offer even the first customer that signs with us our best price - simplifying the communication and minimizing complexities.

COMMERCIAL PRICING STRUCTURE

TIER (System Size)	Purchase Price (per Watt)
< 50kW	**$2.65**
51 - 100kW	**$2.60**
101 - 150kW	**$2.55**
151 - 200kW	**$2.50**
201 - 250kW	**$2.45**
251 - 300kW	**$2.40**
301 - 350kW	**$2.35**
> 351kW+	**$2.30**

We will offer industry leading, best in class products at very competitive prices. We have a highly credentialed and experienced staff, committed to creating positive customer experiences. Our US made Silfab solar panels have 30 year performance warranties, hail warranties, and some of the highest efficiency ratings in the industry.

Financing Details

EightTwenty is committed to providing the opportunity for our customers to Live Solar and we believe that distributed generation systems that are owned by property owners are the most effective way for people to benefit directly from solar power.

We offer programs for all types of customers, from LMI homeowners to tax-exempt entities, and large commercial companies. Our goal is to offer customer centric financial solutions that benefit the customer. We aim to keep solar lending into the states we operate in drive this part of the business in our local economies.

For residential solutions we have several lenders, multiple rate structures, and offer a streamlined customer experience. We take the time to clearly explain financing with our customers as a part of the solutions we offer. Our commercial lending strategy allows us to bring multiple tools to the table including strong local bank partners, commercial solar lenders, C-PACE lenders and PPAs, or offer strategic support to customers via their own financial institution.

Our strategy to support tax-exempt entities is unique in the marketplace. Brightwell unlocks capital to bring solar projects together for non-profits, schools, and places of worship. Entities like Norman Public Schools have made the move to solar using our Brightwell tool.

> Norman Public Schools had a desire to go solar for years but it was hard to pull off as a tax exempt entity. Brightwell's unique Energy Management Service Agreement gave our school district the ability to go solar with no capital and give us flexibility to buy our system in the future. We are excited to install the first project this spring and look forward to exploring more opportunities to leverage solar across our district.
>
> **Justin Milner,** Associate Superintendent & COO, Norman Public Schools

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A Brightwell impact investor will power Norman organizations for the next 30+ years.

Generous Individual or Group

Becomes an Impact Investor

By becoming an impact investor in solar, the individual and/or group is incentivized with solar investment tax credits, bonus depreciation, an Energy Management Service Agreement (EMSA) and sets win-win term for your solar project.

Your Organization

Goes Solar with Zero Out-of-Pocket

Your organization gets to go solar with zero capital out-of-pocket and eliminates exposure to fast rising electric costs with significant savings over the next three decades.

The Brightwell Story

Community Project

EightTwenty's Commitment to "Give Solar" & Give Back to Community is Foundational to Our Culture

Norman Solar Initiative

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Give Solar

We believe in community investment and Give Solar is a major way we do this. We identify local opportunities with community leaders to give energy to projects multiple times a year. We pair our dollars with crowdsourced donations to give energy. Our entire team is proud of working on these projects.

Successful Oklahoma Give Solar Projects

- Restore Farmers Market
- City Care Night Shelter
- Clara Luper Corridor Residences

Explore more EightTwenty Give Solar

Watch Now

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Community Project

By educating customers and removing many obstacles, EightTwenty makes it easy to Live and Give Solar.

EightTwenty is eager to select a community project that will be the best embodiment of the Norman Solar Initiative objectives. We are confident our Give Solar playbook will bring momentum, knowledge and ability to execute the Norman Solar Initiative Community Project in a big way.

EightTwenty's Commitment:

- Reserve funds from Norman Solar Initiative projects
- Promote recipient through promotional videos & PR
- Host an event to celebrate project (invite community, host a party, demonstrate how solar works)
- Offer recipient's employees a discount to live solar

> At City Care's Night Shelter, utility bills are one of our largest operational expenses. Fortunately, EightTwenty showed us how solar could drastically reduce our costs...Moving forward, we plan to have them install solar at all of our homes, too.
>
> **Adam Luck**, Executive Director of City Care

Low & Moderate Income Projects

The Sun is for Everyone

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Norman Solar Initiative

Low & Moderate Income Projects

Creating Generational Change.

Access to solar for Low & Moderate Income households is a important challenge for us to spend energy on to ensure this campaign is a resounding success throughout Norman. In addition to EightTwenty hoping to have an impact on this program through our Brightwell offering, LMI Lending Programs via a local bank, and our own Give Solar projects we additionally recommend the following strategy:

01

LMI Grant Outreach: The City of Norman allocates bandwidth to reach out to Norman based businesses, philanthropists, and foundations aimed at creating a pool of dollars through grants that would go toward funding LMI projects. Target is $100,000 in total grants. The aim would be to help provide energy independence to 5-7 LMI homeowners with these resources.

02

LMI Selection Criteria: The City of Norman would work to identify opportunities (in tandem with EightTwenty) that have high impact and maximize use of financial resources. These solar solutions would be offered at no cost to homeowners leveraging the grant dollars to fund the initiatives.

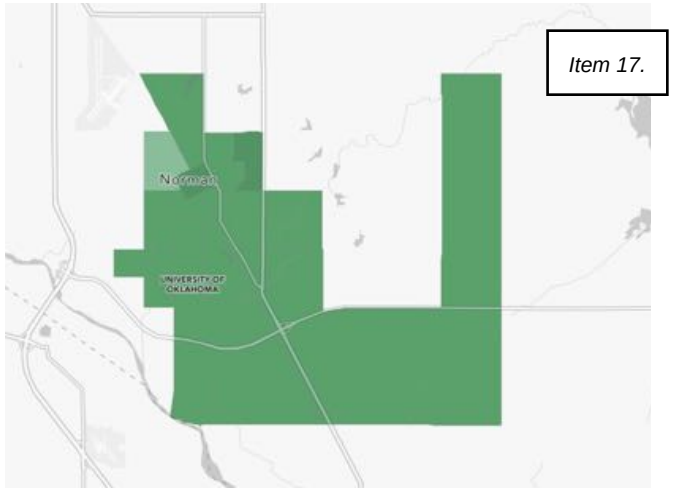
03

EightTwenty Support: EightTwenty would use our networks in Norman to help support the raise for the grant pool, offer design services at no expense, and extend our discounting through these projects to make a difference in this community.

Low & Moderate Income Projects

EightTwenty can help customers take advantage of additional tax incentives. EightTwenty is one of a select few solar installers that has successfully assisted a customer through the process of being awarded the additional tax credit offered by the Federal Government for LMI projects.

EightTwenty serves as an expert for customers to ensure that each available incentive is contemplated and applied for when appropriate. Additionally, EightTwenty teammates will help guide customers through the application processes which simplifies an otherwise confusing and complicated endeavor.



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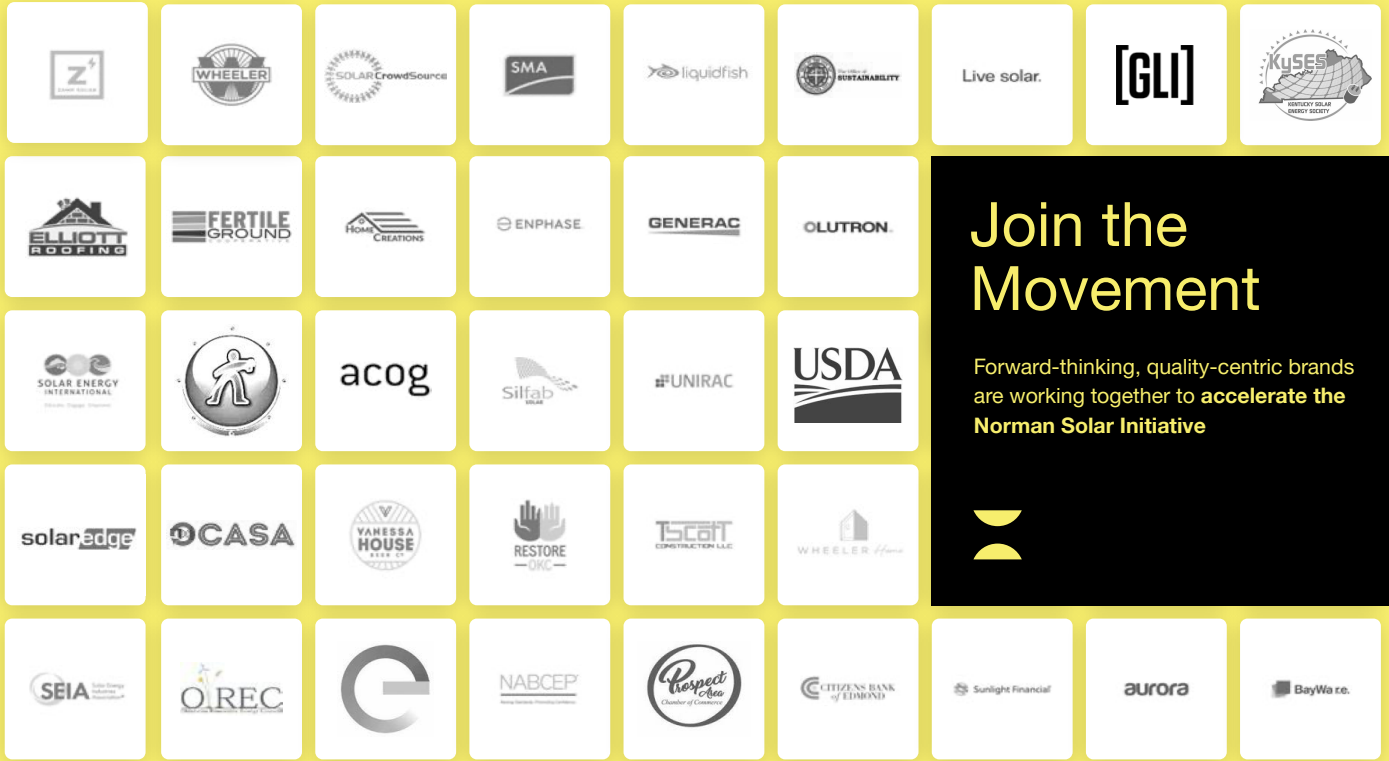


Join the Movement

Forward-thinking, quality-centric brands are working together to **accelerate the Norman Solar Initiative**

EightTwenty™

For more information, please contact

Tony Capucille

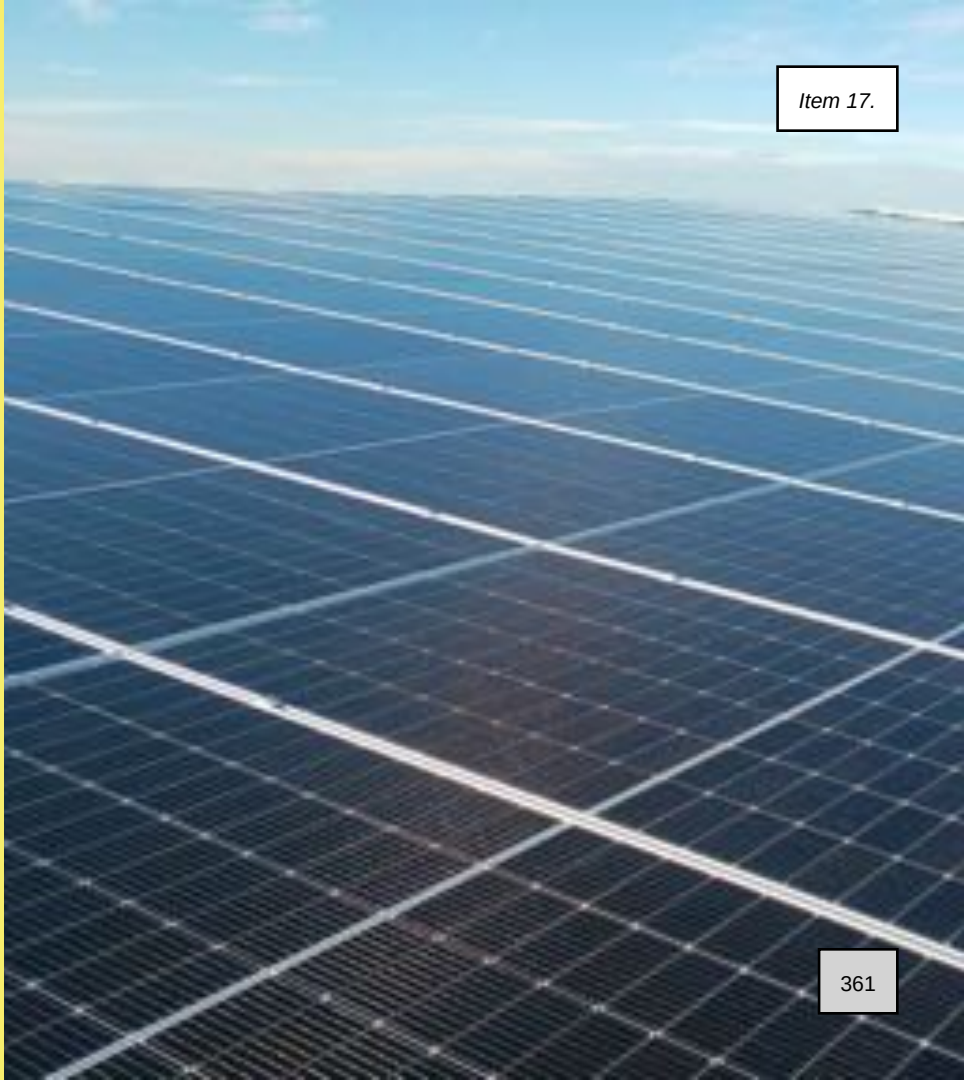
EightTwenty Founder & CEO

E: tony@EightTwenty.com

C: (405) 412-0380

For news and updates, please visit:

eighttwenty.com/norman



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NORMAN
A SOLAR INITIATIVE
EightTwenty

Appendix

Norman Solar Initiative

Contractor Profile

Contact Information	
Name of Contractor (EPC Firm)	EightTwenty
Address	1825 N. Walnut Avenue, Oklahoma City, Oklahoma 73016
Contact Name	Tony Capucille
Contact Title	Founder + CEO
Contact Phone	405-412-0380
Contact Email	tony@EightTwenty.com
Company Website	EightTwenty.com

Contractor Profile		
Experience with residential installations	We have installed a myriad of configurations for residential systems including ground mount, ballast mount, shingled roof, metal roof, TPO attached, wood shake, clay tile, and structures.	
Experience with commercial installations	We have installed projects across a number of different verticals, service types and sizes, roof types and sizes, ground mount systems, parking structures, and more. We recently completed what we believe is the largest commercial rooftop solar project in the state at Regional Foodbank of Oklahoma. We pride ourselves on our technical proficiency and in-house architect, NABCEP certified teammates, structural engineers, and a robust team of highly talented and experienced electricians.	
Number of years in operation	~ 7 years	
Number of Installations	Residential	435
	Commercial	95
Number of installations in the City of Norman limits (specify type, size and location)	We've completed 22 jobs in Norman, and have several others under contract that we will be working on in the near future (namely Norman North High School and an expansion at Sleep Inn and Suites). For our completed jobs we have done 3 commercial jobs in Norman: - Koda Crossfit: 38kW on McGee Drive - Sleep Inn and Suites: 96.2kW on Bankers Ave - Irving Middle School: 19.62kW Solar Pergola We have also completed 19 residential jobs of various types and sizing totaling about 190kW.	

Employee Information		
	# of full-time employees	88
	# of part-time employees	n/a
	Total #employees	88
	# of employees located in Project Area	76
	# of NABCEP Certifications (specify type)	2 PVDS 1 PVIP 4 PVA

Employee Information		
	# of full-time employees	122
	# of part-time employees	n/a
	Total #employees	122
	# of employees located in Project Area	106
	# of NABCEP Certifications (specify type)	4 PVA 2 PVDS 1 PVIP

References		
Residential	1	MJ Farzaneh - Home Creations Owner
	2	Brian Bloom - Sustainable Builder in Norman
	3	Joe Foote - Norman Customer
	4	Cameron Brewer - Norman Customer
Commercial	1	Adam Fink - Developer, Entrepreneur
	2	Jeremiah Graham - Owner, Jeremiah's Carstar and Collision
	3	Kyle Lillie - Owner, Insurance Services Northwest

Financing Partners (specify if loan or lease/SEPA)		
Residential	1	Credit Human
	2	Sunlight Financial
	3	Gateway Bank
Commercial	1	Prism Bank
	2	Sunstone Financial
	3	Brightwell Capital Partners

Licenses and Certifications	
Licenses (contractor and electrical)	4 Electrical Contractors, 8 Unlimited Journeyman, 10 Residential Journeyman
Certifications (NABCEP or otherwise)	4 NABCEP PV Associates 2 NABCEP PV Design Specialists 1 NABCEP PV Installation Professional 1 Licensed Architect 1 Licensed Structural Engineer
Other	

Pricing Proposal

Simplicity is the ultimate sophistication.

Leonardo Da Vinci

Residential Pricing Structure (must be aggregate bulk-purchase pricing)				
Tier by Aggregate Purchase		Purchase Price (per watt)	Lease/SEPA Price (if applicable) (per KWh)	
			Price	Escalator
1	≤50kW	$2.69		
2	51-100kW	$2.69		
3	101-150kW	$2.69		
4	151-200kW	$2.69		
5	201-250kW	$2.69		
6	251-300kW	$2.69		
7	301-350kW	$2.69		
8	≥351kW+	$2.69		
Commercial Pricing Structure* (may be aggregate bulk-purchase or flat system size pricing)				
Tier by System Size		Purchase Price (per watt)	Lease/SEPA Price (if applicable) (per KWh)	
			Price	Escalator
1	≤50kW	$2.65		
2	51-100kW	$2.60		
3	101-150kW	$2.55		
4	151-200kW	$2.50		
5	201-250kW	$2.45		
6	251-300kW	$2.40		
7	301-350kW	$2.35		
8	≥351kW+	$2.30		

Equipment Specifications

Enphase Energy is the world's leading supplier of microinverter-based solar & battery systems. We recognize EightTwenty's high quality standard, are are proud they chose our products exclusively for the Oklahoma market. Their solar & battery installations, for both residential & commercial customers, are consistently executed in a clean & professional manner. EightTwenty's dedication to quality & customer satisfaction showcases our products & elevates the entire solar industry.

Ethan Moskowitz, Enphase

Standard PV System Equipment*		
Modules	Brand	Silfab
	Wattage	420
	Efficiency	21.9%
	Production Warranty	30 Year
	Equipment Warranty	25 Year
	Country of Origin	USA
Microinverters and/or Optimizer	Brand	Enphase
	Wattage	IQ8+ 290W (Microinverters)
	Voltage	240V
	Warranty	25 Year
	Country of Origin	USA
String Inverters	Brand	SMA (Commercial Services)
	Wattage	Varies
	Voltage	Varies
	Warranty	20-25 Year
	Country of Origin	Germany
Racking	Roof	Unirac and S-5
	Ground	Unirac
Monitoring System	Enphase Enlighten or SMA Integrated Reporting	
Other Equipment Options (specify)	We offer a variety of Bloomberg Tier-1 Rated Commercial Modules We offer EV Chargers (LVL 2 and LVL 3) We offer Battery Systems We offer Solar Structures (Pergolas, Carports, etc…)	

Additional Costs Factors & Price Adders

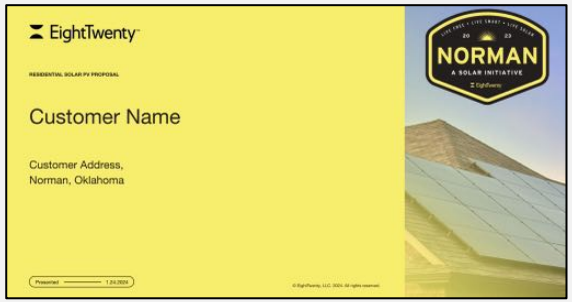
Additional Cost Factors*		For Purchase: Increased Cost (per/watt)	For Lease/SEPA: Increased Cost (per/kWh)	Flat Rate	Description
Roof	Atypical Roof	$.05			Residential Roof Other than Composite Shingles
	Ballast mount	$0			
	Commercial Heat Weld	$.50			Sloped commercial (TPO, etc…) roof where ballast is not an option
Roof Slope				$750	Roof slope steeper than 7/12
Roof Height				$3600/wk	If the roof requires lift rental.
Structural Review		$0			Included
Ground Mount		$.40			Additional components, trench/bore, conduit
Car Canopy/Shade Structure				Varies	EightTwenty has proprietary parking and shade structure solutions to meet customer needs at affordable pricing.
Electrical	Panel Upgrade			$2,000-$3,500	
	Sub panel			$2,000-$3,500	
	Meter upgrade				Included
	Trenching / Atypical Conduit			Varies	As quoted for electrical runs that fall outside of the standard pathways from array to point of interconnection
	Resi Backfed Breaker			$150	If backfeeding a breaker rather than supply-side tap
	Transformer			Varies	If transformer is required due to service voltage
	DC Dis connect				Included, where applicable

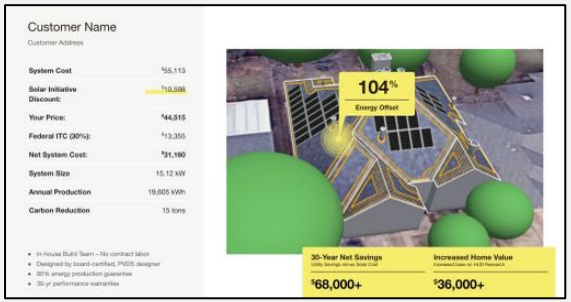
Additional Cost Factors*	For Purchase: Increased Cost (per/watt)	For Lease/SEPA: Increased Cost (per/kWh)	Flat Rate	Description
Other (i.e. tree removal, structural reinforcement, etc.)			$750	Cellular wifi access for system reporting if no internet access
			Varies	Structural canopy / pergola by request

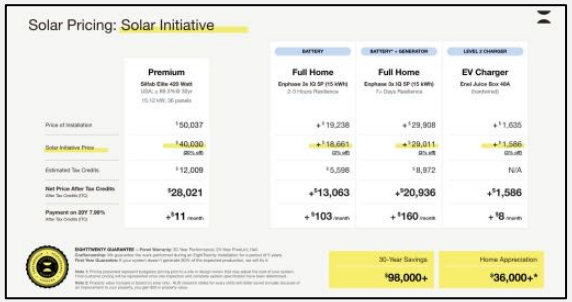
Price Adders*		For Purchase: Increased Cost (per/watt)	For Lease/SEPA: Increased Cost (per/kWh)	Flat Rate	Description
Equipment Upgrades	Panels	N/A			Our standard is best in class
	Inverters	N/A			Our standard is best in class
	Racking	N/A			Our standard is best in class
	Other				
Battery Storage				$19,000+	Battery storage needs are site specific and sized to accomplish customer goals. Typically start at 15kW systems.
Electric Vehicle Charging Station				$750-$2,500	Residential Enel Charger
Energy Management					
Other					
Other					
Energy Efficiency Upgrades	LED Lighting				N/A
	Weatherizing				N/A
	Thermostat Upgrade				N/A

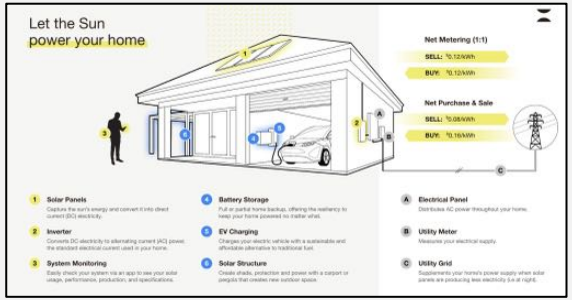
Price Adders*		For Purchase: Increased Cost (per/watt)	For Lease/SEPA: Increased Cost (per/kWh)	Flat Rate	Description
	Other				
	Other				
Other Adders		$.50			Adder for small commercial projects (<25kW)
				$2,000	Adder for residential projects <5kW
				$2,000	Adder for residential projects >5kW and <10kW

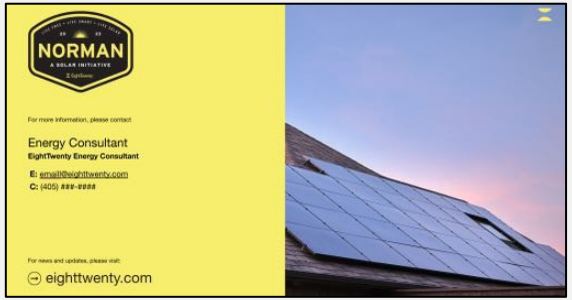
Residential Proposal / Estimate





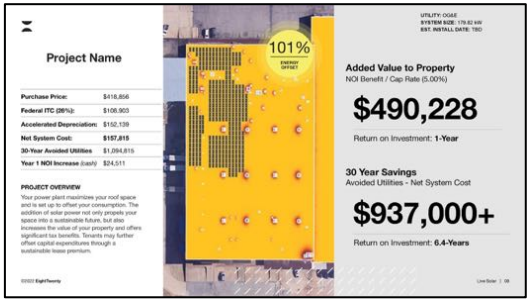


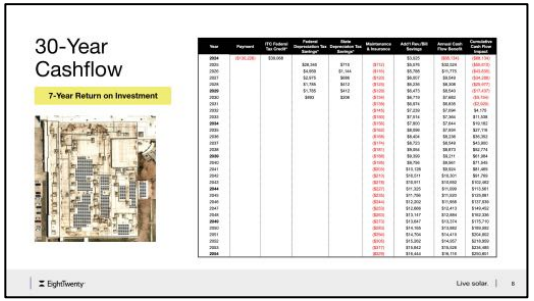


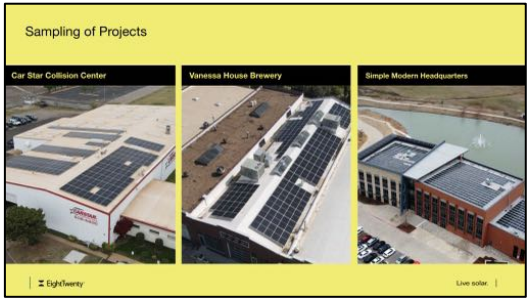


*Slide decks vary in size, simplified cash presentation represented

Commercial Proposal / Estimate







*Slide decks vary in size, simplified cash presentation represented

Purchase Contract

Solar contracts can be complex and confusing to customers. When we drafted our contract, we made it a priority for it to be comprehensive and easy to understand. It protects both parties and backs our customers' systems.

EightTwenty Solar Purchase Agreement

THIS AGREEMENT is made on {{agreement-date}} by and between EightTwenty Oklahoma, LLC (DBA EightTwenty), hereinafter referred to as the Contractor, and {{customer-name}}, hereinafter referred to as the Owner.

Article 1. Scope of Work

The Contractor shall furnish all materials and perform all work shown on the drawings and/or described in the specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property located at {{project-address}}.

Article 2. Time of Completion

Installation is expected to be completed within 90 days of 1) receipt of signed contract and 2) receipt of initial deposit OR approval from a Preferred Financing Partner of EightTwenty. Dates of work and completion date are contingent on weather and availability of materials and labor. If there is a delay caused by materials, labor or weather, an extension of time for installation shall be granted.

Article 3. The Contract Price

The Owner shall pay a Contract Price of {{total-price}}. This Contract Price is subject to additions and deductions pursuant to authorized change orders. The details for the Contract Price are as follows:

- {{solar-price}}

Article 4. Progress Payments

Contract Progress Payments

The Contract Price shall be paid in the manner following:

- 50% of Contract Price ({{half-price}}) initial payment due upon contract signing as a deposit: this provides for the Contractor to do system design and engineering and deliver and install solar panels, inverter(s), and complete all system wiring.
- 30% of Contract Price ({{third-price}}) second payment due at project completion.
- 20% of Contract Price ({{fifth-price}}) final payment due at the point where final inspections have completed and power turn on has been approved.

Failure to pay these payments when due shall be a breach of contract. As damages for such a breach, Contractor will be entitled to collect the purchase price in full with interest at the rate of 6% per annum and reasonable attorney's fees incurred by the Contractor during any effort to collect payment or incurred as the result of any legal proceeding to collect the outstanding balance.

Purchase Contract (continued)

Article 5. Additional Items

1. 5-Year Limited Workmanship and Installation Warranty. Contractor warrants that the System will be constructed and installed in a good workmanlike manner according to the standards of care and diligence generally practiced by solar engineering, construction, and installation companies when installing residential photovoltaic solar power systems of a similar size and type as the System in the geographic region where Your Property is located, and pursuant to good engineering design practices, (ii) manufacturer's instructions, (iii) applicable law (including local codes and standards), (iv) required governmental approvals and permits, and (v) applicable requirements of the local utility. This 5-Year Limited Workmanship and Installation Warranty will extend for a period of five (5) years from the date installation of the System is completed by EightTwenty Oklahoma LLC.
2. 5-Year Limited Roofing Penetration Warranty. Contractor warrants Owner roof against damage and water infiltration at each roofing penetration made by Contractor in connection with the installation of the System and the surrounding area of each such penetration (collectively, the "Covered Roof Areas"). The Contractor does not warrant or guarantee the condition of the roof prior to installation of the system. Contractor will repair damage to Owner roof and repair or compensate Owner for actual physical damage to Owner property resulting from any water infiltration in the event of failure or defects in the Covered Roof Areas.
3. Production Guarantee: Contractor guarantees system production in the following manner: If the {{size}} kW DC STC solar panel system produces less than {{ninety-production}} kilowatt-hours (kWh) in year one, the contractor will install additional solar panel(s) to bring the total solar production to at least {{ninety-production}} kilowatt-hours (kWh). This amount is equal to 90% of the expected performance of the system.
4. If space is not available for a system expansion, the Contractor will refund the Owner. The refund would equal the percentage of the production shortfall (amount beyond 90%) multiplied by the Contract Price. (e.g. if the system performed at 89%, Owner would receive a 1% refund).
5. The Production guarantee does not include loss of kWh production due to force majeure events including but not limited to power outages or snow. Force Majeure Event is an available event such as a hurricane, government forced shut down of commercial operations or order to shelter in place, or labor strike that is outside the control of the Contractor or Owner that prevents performance of obligations. Additionally, the system must be connected to the monitoring software at all times during the first year to allow Contractor to monitor kWh production.

Article 6. General Provisions

1. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
2. If trenching is done for buried conduit, then backfill will be done by Contractor or subcontractor with existing spoils only to a mound one time. Seed, hay, and/or sod is not included. Contractor is not responsible for damage, if any, to tree roots, flowers or plants.
3. If a boom lift or scissor lift is used, Contractor is not responsible for tire marks or ruts in the Owner yard/field or the Owner surrounding property.
4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time that the next periodic payment shall be due.
5. All change orders shall be in writing and signed by both the Owner and Contractor.
6. Contractor agrees to remove all debris and leave the premises in broom clean condition.
7. Operational maintenance, such as panel cleaning, not covered by the above warranty is not included in this contract and may be purchased and billed separately.
8. In the event Owner shall fail to pay any periodic or installment payment due hereunder, the Contractor may cease work without breach pending payment or resolution of any dispute.
9. Owner has 3 business days to cancel from the signed date on this Contract. Cancellation requests are to be sent via email to support@eighttwenty.com.
10. All disputes hereunder shall be resolved by binding arbitration in accordance with the American Arbitration Association.
11. Contractor shall not be liable for any delay due to circumstances beyond its control including the availability of specialty labor or materials or weather.
12. Owner agrees to indemnify, defend and hold Contractor, its respective affiliates, officers, directors, employees, shareholders and agents harmless from and against any and all liabilities, claims, costs, losses, damages, and other expenses that Contractor may incur, become responsible for, or pay out as a result of or in connection with bodily injury (including death) to any person, damage to any property, contamination of or adverse effects on the environment, or any violation of applicable laws or regulations, in connection with or arising out of any and al acts or omissions of Owner, Owner's agents, representatives, or employees under or in connection with this Contract or system, including but not limited to the Owner's breach of any provision or warranty contained herein.
13. This Agreement shall be governed by the laws of the State of Oklahoma.
14. This Agreement represents the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes any or all previous agreements or arrangements (whether oral or written) between the Parties.
15. Contractor reserves the right to photograph and take video footage of the project site for future marketing purposes.
16. This Proposal is valid for 14 days from Date of Agreement.

Live Solar.

File Attachments for Item:

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-132: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING GRANT APPLICATION FOR THE POLITICAL SUBDIVISIONS OPIOID ABATEMENT GRANT FROM THE OKLAHOMA OPIOID ABATEMENT BOARD IN THE AMOUNT OF $190,000 TO FUND A PARTNERSHIP WITH THE VIRTUE CENTER TO IMPLEMENT A FREE EDUCATION AND AWARENESS PROGRAM, EXPANDING OUTPATIENT TREATMENT SERVICES FOR ADOLESCENTS AND ADULTS ADDICTED TO OPIATES, AND PROVIDING TRAINING FOR THERAPISTS IN EVIDENCE-BASED TREATMENT MODALITIES.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/04/2023

REQUESTER: Kathryn Walker

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-132: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING GRANT APPLICATION FOR THE POLITICAL SUBDIVISIONS OPIOID ABATEMENT GRANT FROM THE OKLAHOMA OPIOID ABATEMENT BOARD IN THE AMOUNT OF $190,000 TO FUND A PARTNERSHIP WITH THE VIRTUE CENTER TO IMPLEMENT A FREE EDUCATION AND AWARENESS PROGRAM, EXPANDING OUTPATIENT TREATMENT SERVICES FOR ADOLESCENTS AND ADULTS ADDICTED TO OPIATES, AND PROVIDING TRAINING FOR THERAPISTS IN EVIDENCE-BASED TREATMENT MODALITIES.

BACKGROUND:

In 2020, the Oklahoma Legislature enacted House Bill 4138, the Political Subdivisions Opioid Abatement Grants Act, creating the Oklahoma Opioid Abatement Board oversight body for the distribution of opioid settlement funds. Section 2 of the Act provides the Legislature's purpose, which is "to promote and protect the health of Oklahomans by using monetary grants to abate the opioid crisis in a comprehensive manner that includes cooperation and collaboration with political subdivisions." 74 O.S. § 30.4. Although the City of Norman did not participate as a litigating party in any of the opioid lawsuits, it is eligible for opioid abatement grants.

Grants funds are limited by statute for certain approved purposes set out in 74 O.S. §30.5. These include evidence-based, forward-looking strategies, programming and services used to:

a. expand the availability of treatment for individuals affected by opioid use disorders, co-occurring substance use disorders and mental health issues,

b. develop, promote and provide evidence-based opioid use prevention strategies,

c. provide opioid use disorder and co-occurring substance use disorder avoidance and awareness education,

d. decrease the oversupply of licit and illicit opioids,

e. support recovery from addiction services performed by qualified and appropriately licensed providers,

f. treat opioid use, abuse and disorders including early intervention screening, counseling and support,

g. support individuals in treatment and recovery from opioid use, abuse and disorder,

h. provide programs or services to connect individuals with opioid use, abuse or disorder, or who are at risk of developing opioid use disorder, co-occurring substance use disorder and mental health issues, with treatment and counseling programs and services,

i. address the needs of individuals who are involved, or who are at risk of becoming involved, in the criminal justice system due to opioid use, abuse or disorder through programs or services in municipal and county criminal judicial systems including prearrest and postarrest diversion programs, pretrial services and drug or recovery courts,

j. address the needs of pregnant or parenting women with opioid use, abuse or disorder and their families,

k. address the needs of parents and caregivers caring for babies with neonatal abstinence syndrome,

l. support efforts to prevent overprescribing and ensure appropriate prescribing and dispensing of opioids,

m. support efforts to discourage or prevent misuse of opioids including the oversupply of licit and illicit opioids,

n. support efforts to prevent or reduce overdose deaths or other opioid-related harms including through increased availability and distribution of naloxone and other drugs that treat overdoses for use by first responders, persons who have experienced an overdose event, families, schools, community-based service providers, social workers and other members of the public,

o. reimburse or fund law enforcement and emergency responder expenditures relating to the opioid epidemic including costs of responding to emergency medical or police calls for service, equipment, treatment or response alternatives, mental health response training and training for law enforcement and emergency responders as to appropriate practices and precautions when dealing with opioids or individuals who are at risk of opioid overdose or death,

p. reimburse attorney fees and allowable expenses directly related to opioid litigation incurred as part of legal services agreements entered into before May 21, 2020,

q. support efforts to provide leadership, planning and coordination to abate the opioid epidemic through activities, programs or strategies for prevention and recovery models including regional intergovernmental efforts and not-for-profit agency support,

r. support education of youths regarding the dangers of opioid use, abuse and addiction,

s. fund training relative to any approved purpose,

t. monitor, surveil and evaluate opioid use, abuse or disorder, or

u. provide opioid abatement as identified by the Oklahoma Opioid Abatement Board as consistent with the purpose of the Political Subdivisions Opioid Abatement Grants Act.

In August, the Opioid Abatement Board (the "Board") issued a Notice of Intent to Issue Funding Opportunity. At that time, the only entities authorized for application for these funds include political subdivisions and public trusts having political subdivisions as their sole beneficiary. The information available at that time did not specify whether the City could use abatement funds by contracting with another provider equipped to provide opioid abatement services. It was anticipated that the Opioid Abatement Board would consider rules that will address this issue. Based on this, the City Council approved Resolution R-2324-71 on October 10, 2023, authorizing the City Manager to submit a letter of intent to submit an application for grant funds.

The Opioid Grant Application was released on December 20, 2023. On December 21, 2023, the Board released proposed emergency rules that set forth the process for political subdivisions to apply for and receive opioid grant awards. Emergency rules become effective as soon as the Governor signs them. In this case, after a review of all editions of the Oklahoma Register since December 21, 2023, it doesn't appear the rules were ever signed by the Governor. They have now been proposed as permanent rules and the adoption process is ongoing. These rules, once adopted, will allow a grant recipient like Norman, to contract or partner with a nonprofit organization or other applicant for the purpose of using its grant award for the approved purposes set forth in the Act.

We recently received clarification that, even though the rules haven't concluded the adoption process, the Board intends to allow such partnerships in this first round of grant funding. Upon learning this, Staff drafted Request for Proposals (RFP) - 2324-49 seeking proposals for partnerships and setting a deadline for proposal submission of March 4, 2024 at 12:00 pm. Three proposals were received. A selection committee made up of Darrel Pyle, City Manager, Kathryn Walker, City Attorney, Major Jamie Shattuck, Norman Police, and Lisa Krieg, CDBG/Grants Manager, reviewed the proposals and scored them in accordance with the RFP.

Grant award funding is not guaranteed. The selection of a proposal is contingent on grant funding. Appendix C of the proposed permanent rules limits the maximum available funding to a city with a population over 100,000 to $250,000.

DISCUSSION:

After review of the proposals, the highest ranking submission was from The Virtue Center. The Virtue Center is requesting $190,000 in funding to accomplish three goals:

- Initiate a free education and awareness program for approximately 500 community members and leaders at large annually.
- Expand outpatient treatment services by providing specialized treatment for adolescents and adults whose primary addition is opiates.
- Supplement outpatient treatment services by training therapists in two evidence based treatment modalities for substance use disorders – Cognitive Behavioral Therapy and Dialectical Behavioral Therapy.

Resolution R-2324-132 authorizes Staff to submit an applicant for grant funding for the purpose of funding a partnership with The Virtue Center to implement the qualifying programs and services described above.

RECOMMENDATION:

Staff recommends adoption of Resolution R-2324-132.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING GRANT APPLICATION FOR THE POLITICAL SUBDIVISIONS OPIOID ABATEMENT GRANT FROM THE OKLAHOMA OPIOID ABATEMENT BOARD IN THE AMOUNT OF $190,000 TO FUND A PARTNERSHIP WITH THE VIRTUE CENTER TO IMPLEMENT A FREE EDUCATION AND AWARENESS PROGRAM, EXPANDING OUTPATIENT TREATMENT SERVICES FOR ADOLESCENTS AND ADULTS ADDICTED TO OPIATES, AND PROVIDING TRAINING FOR THERAPISTS IN EVIDENCE-BASED TREATMENT MODALITIES.

§ 1. WHEREAS, from 2017-2021, Cleveland County had the fifty-sixth highest drug overdose death rate in the state, and of those deaths, more than half were due to opioids; and

§ 2. WHEREAS, from 2019-2021, Cleveland County had the twenty-fifth highest nonfatal drug overdose hospitalization rate in the state, and opioids were one of the most common substances involved in hospitalizations; and

§ 3. WHEREAS, the Oklahoma Legislature enacted the Political Subdivisions Opioid Abatement Grants Act (the "Act") "to promote and protect the health of Oklahomans by using monetary grants to abate the opioid crisis in a comprehensive manner that includes cooperation and collaboration with political subdivisions" (74 O.S. §30.4); and

§ 4. WHEREAS, the Oklahoma Opioid Abatement Board (the "Board"), created as an oversight body for the distribution of opioid settlement funds, issued a Notice of Intent to Issue Funding Opportunity for counties, incorporated municipalities, public school districts, career tech school districts, and public trusts solely benefiting any of the aforementioned subdivisions; and

§ 5. WHEREAS, the City Council adopted Resolution R-2324-71 on October 10, 2023, authorizing the City Manager to submit a letter of intent to submit an application for an Opioid Abatement Grant award; and

§ 6. WHEREAS, the City issued Request for Proposal RFP-2324-49 to seek out potential partnerships with entities that could provide services for approved purposes authorized by the Act; and

§ 7. WHEREAS, grant applications must be accompanied by a resolution from the City authorizing the application and setting forth how the funds shall be used or expended.

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

§ 8. That, an application for grant funds in the amount of $190,000 is hereby authorized for the purpose of funding a partnership The Virtue Center to implement a free opioid education and awareness program, expand outpatient treatment services for adolescent and adults addicted to opiates, and provide training for therapists in evidence based treatment modalities.

APPROVED by the Council of the City of Norman the ____day of _____, 2024.

By: _____ Date: _____
Mayor

ATTEST:

By: _____
CITY CLERK

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THE VIRTUE CENTER

a place of help and hope for people facing addiction and mental health challenges

PROJECT DESCRIPTION

The Virtue Center proposes to discourage and prevent opioid use and dependency as well as lower opioid deaths in Norman and prevent them from occurring through a multi-strategic approach: Education, Harm Reduction, Evidence-Based Treatment and Recovery Support.

As a non-profit outpatient treatment center that provides help and hope for people facing addiction and mental health challenges, we are proposing to assist in this effort by:

- Initiating a free education and awareness program for approximately 500 community members and leaders at large annually.
- Expanding outpatient treatment services by providing specialized treatment for adolescents and adults whose primary addiction is opiates. We expect to serve approximately 100 people who complete their treatment plan.
- Supplementing outpatient treatment services by training therapists in evidenced-based treatment modalities to provide additional options for treatment for substance use disorders and mental health disorders. Five therapists will be trained in Cognitive Behavioral Therapy (CBT) and Dialectical Behavioral Therapy (DBT). The Virtue Center provides services to more than 1,000 people annually.

EDUCATION

The free education program will be open to the community to provide vital information about opioid use and dependency; how it impacts the individual as well as the community; the role of fentanyl in the problem; and prevention and intervention solutions. We will provide the program at least once per month to reach approximately 500 community members and leaders annually. Incentives such as food and gift cards will be utilized to engage participation. The program will be provided on-site at our agency and through other sites around Norman to encourage participation and reduce barriers. The Virtue Center will participate in health fairs, festivals, and other community events to distribute information, Naloxone and Fentanyl testing strips. A social media campaign will be developed and implemented.

It is also important that we educate all our clients regarding Fentanyl. While Fentanyl may not be the person's primary drug of choice, they are at risk to exposure as this substance is being mixed in with other drugs by drug dealers and suppliers. Recently, we had a heartbroken client whose father passed away from an overdose of Fentanyl. He had not purposely used Fentanyl, but it was mixed in with his primary drug of choice. The Virtue Center will provide a specific education regarding opiates to all its clients.

EVIDENCE-BASED TREATMENT/RECOVERY SUPPORT AND HARM REDUCTION

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The expansion of outpatient treatment services for specialized treatment for opiates will entail the development of a treatment plan specific to opiate addiction to include individual therapy, group therapy, family therapy, education, peer recovery support and case management. It is crucial to include Medicaid Assisted Treatment (MAT) as part of a comprehensive treatment plan. We partnered with the OSU National Center for Wellness and Recovery to provide virtual services until last fall and currently have a business agreement to bring the program back on site. In addition, we have a partnership with OU Health Sciences for their internship program for Nurse Practitioners who are attaining their behavioral health certification. The funding will let us treat opiate use more comprehensively. On-going clinical training is critical to be able to provide the best possible services. Opioid use disorders encompass numerous social, biological, and psychological factors. Due to this complexity— and the natural complexity of all human beings— fully understanding and accounting for all these factors in an overdose prevention effort is a significant challenge. Use of evidenced-based modalities such as CBT and DBT allows treatment providers to meet people where they are, which emphasizes compassion and a non–judgmental approach towards those in crisis. We also acknowledge that people are in different stages of their addiction and behaviors change. Although one may not be ready or unable to be in total abstinence, it may be feasible and beneficial to learn and practice harm reduction which results in reducing the spread of infectious disease, lowering overdose risk, and improving overall physical or mental health. Focusing on behavioral change with CBT and DBT modalities to practice these measures are desirable and necessary. Current outpatient treatment services will be supplemented by providing training and certification in evidence-based treatment modalities for our therapists.

1. Requested Amount of Funding:

The Virtue Center is requesting $190,000.

2. Description of Anticipated Effect of Program in Norman, including how it might enhance already ongoing efforts to address opioid use.

Awareness and education are key factors in addressing opioid use. By creating a community wide effort to understand opiate addiction; the consequences including death; treatment options and other solutions, the partnered efforts are strengthened to reduce deaths. Knowledge is power and is a prevention strategy.

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The awareness and distribution of Naloxone and Fentanyl testing strips and harm reduction effort are critical. The administration of Naloxone when someone has overdosed gives them the chance to survive and get medical assistance so that they can live to get the treatment help needed for their disease. Unfortunately, we believe Naloxone should be in everyone's first aid kit.

Expanding evidence-based treatment service to provide specialized treatment for opiate disorders is a crucial aspect of resolving this devastating issue. By treating the disease with quality services and cutting-edge treatment modalities, lives are saved. Beyond that, lives are transformed, and people become who they truly are and who they are meant to be which are productive, healthy citizens in our community. While opiate disorder can be in remission, addiction is a chronic disease so continued support in the community and through aftercare treatment services, people will succeed in their recovery.

3. Approved Purpose – Please indicate which approved purpose the program or service will be fulfilling.

The Virtue Center programs and services will be fulfilling the following approved purposes:

- expand the availability of treatment for individuals affected by opioid use disorders, co-occurring substance use disorders and mental health issues,
- develop, promote and provide evidence-based opioid use prevention strategies,
- provide opioid use disorder and co-occurring substance use disorder avoidance and awareness education,
- support recovery from addiction services performed by qualified and appropriately licensed providers,
- treat opioid use, abuse and disorders including early intervention screening, counseling and support,
- support individuals in treatment and recovery from opioid use, abuse and disorder, provide programs or services to connect individuals with opioid use, abuse or disorder, or who are at risk of developing opioid use disorder, co-occurring substance use disorder and mental health issues, with treatment and counseling programs and services,
- address the needs of individuals who are involved, or who are at risk of becoming involved, in the criminal justice system due to opioid use, abuse or disorder through programs or services in municipal and county criminal judicial systems including pre-arrest and post-arrest diversion programs, pretrial services and drug or recovery courts,

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address the needs of pregnant or parenting women with opioid use, abuse or disorder and their families,

- support efforts to prevent or reduce overdose deaths or other opioid-related harms including through increased availability and distribution of naloxone and other drugs that treat overdoses for use by first responders, persons who have experienced an overdose event, families, schools, community-based service providers, social workers and other members of the public,
- support education of youths regarding the dangers of opioid use, abuse and addiction,
- fund training relative to any approved purpose.

4. Use of Funds – Please identify what portion of the fund will be for indirect costs, including expenses of doing business that are not readily identified with a particular activity, but are necessary for the general operation and performance of the project.

The Virtue Center has budged 4.5% of the funds to be used towards indirect costs. The indirect costs will cover a small portion of the executive director, chief operations officer, and development director. The positions provide oversight of the grant and marketing, accounting/payroll, and supervision of key staff members. The indirect costs cover a portion of our customer relations manager who answers the phone, schedules appointments, and handles other customer-related tasks. In addition, the indirect costs cover a portion of building maintenance and repairs.

5. Budget – Please attach a budget with line-item details.

Budget is attached below.

6. Timelines and Benchmarks – Please provide a timeline for completing the proposed project and any benchmarks or interim goals used to measure progress.

Month 1: Social Media Campaign is developed and implemented. Planning and marketing begin for monthly education series. Specialty programs are developed and marketed.

Month 2: Initial Education series is conducted, and sessions are set for the year. Specialty program is implemented. Data is collected from participants.

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Month 3-Month 12: Services and monthly education continues. Data continues to be collected, and outcome measures are reviewed quarterly.

Month 13: The results of outcome measures are put in a final report for the year and shared with partners and the community.

7. List of key staff who will be responsible for the project and what role each staff person will play and their experience. Resumes of key staff should be attached.

Connie Branch is the Clinical Director and will provide oversight over the clinical programs. Connie will provide direct supervision of the Program Director. She will also provide services. Connie is a Licensed Alcohol/Drug Counselor with a specialty in Mental Health (LADC/MH). She has been with The Virtue Center for 10 years.

Alayna Smith is the Program Director with a specialty in family and serves as our domestic violence liaison. She will provide direct supervision of case managers and therapists and services. Alayna is a Licensed Professional Counselor (LPC) and has been with The Virtue Center for 6 years.

Lori Pace is a therapist and a Licensed Professional Counselor (LPC). Lori has been with The Virtue Center for 1 ½ years but has 14 years' experience in the mental health field. She will provide direct services.

Sarah West is a therapist specializing in court treatment services and a Licensed Professional Counselor (LPC). Sarah has been with The Virtue Center for almost 7 years. She will provide direct services.

Ricki Hoover is a therapist specializing in court treatment services with a Master of Social Work (MSW). She has been with The Virtue Center for two years and will provide direct services.

All 5 clinical team members will receive specialty training.

Caleb Klusmeyer is the business development manager. He will coordinate the community education efforts. Caleb is certified as Case Manager I and a Peer Recovery Support Specialist and has been employed with The Virtue Center for 6 years. Caleb has found inspiration and passion for this work from his own 9-year recovery from opiates.

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Resumes are attached below.

8. Relevant Experience with Similar Projects

Since 1972, The Virtue Center has provided quality outpatient treatment services to individuals and families struggling with substance use disorders, mental health challenges and problem gambling. We partner with many other agencies and entities to provide the most effective services. The Norman Public School District, Department of Human Services, City of Norman, Cleveland County District Attorney's office, The University of Oklahoma, Central Oklahoma Community Mental Health Center, and Cleveland County Health Department are a few of our partners. In 1975, the Oklahoma Department of Mental Health and Substance Abuse Services contracted with our agency as the first state-funded outpatient treatment center in Oklahoma.

The Virtue Center is certified with distinction and funded for outpatient substance abuse, co-occurring mental health disorders and gambling treatment services by the Oklahoma Department of Mental Health and Substance Abuse Services. In September 2023, we achieved a national accreditation for behavioral health from the oldest accrediting entity in the country, The Joint Commission.

The Virtue Center serves as a hub for distributing free Naloxone and Fentanyl testing strips for clients who use opiates, concerned family members and the community at large. The Virtue Center is a leader in Oklahoma for treatment of addiction and related mental health challenges. We continually advocate for policies to improve services for our clients while providing the best level of care for those on the journey to recovery.

Over the years, we have successfully attained grants to improve and expand services from the city, state and federal organizations. As a United Way of Norman partner agency since 1973, we are required to have outcome measures for which we have successfully met or exceeded. In working with the Oklahoma Department of Mental Health & Substance Abuse Services, the services The Virtue Center provides are required to reach certain outcome measures to maintain and attain additional funding for which we have been successful. Both partners have required us to use evidence-based programs and practices for many years.

9. Program Assessment – Please describe how you will assess the program's success.

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a. The Virtue Center will administer pre and post surveys for education to measure increase in knowledge. We will track the distribution of Naloxone.

b. The Virtue Center will administer quarterly surveys to clients in the program to determine the following:

i. Elimination or reduction of opiate use
ii. Increased understanding of the dangers of opiate use
iii. Improvement of coping skills
iv. Improvement of family relationships
v. Improvement in employment/school
vi. Improvement in making positive life changes
vii. Reduction in Homelessness
viii. Reduction in Arrests

c. The Virtue Center will track Medication Assisted Treatment statistics through our electronic health records. This includes urine analysis tests, days of sobriety and determining goal outcomes and progress.

10. Evidence Base for Proposed Project – Projects should be classified as either "Evidence Based" or "Evidence Informed". Definitions are provided below.

a. • "Evidence-Based" means the project's approach emphasizes the practical application of findings of the best available research related to the treatment of opioid-use disorders and the deterrence of opioid use.

b. • "Evidence-Informed" means the project's approach blends knowledge from the best available research, practice, and people experiencing the practice, as well as understanding the strengths and limitations of available research on opioid use disorders and the deterrence of opioid use.

Per Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines and Center for Disease Control and Prevention (CDC)
The project will utilize Evidence-Based practices including CBT, DBT and group therapy. In addition, MAT is a vital, evidence-based component of opiate specific treatment as well as the distribution of Naloxone.

DocuSigned by:
Lynne Miller
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3/1/2024

Board President — Date

DocuSigned by:
Jan Astani.
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3/1/2024

Board Secretary — Date

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CONNIE BRANCH

15300 S Pennsylvania Ave
Oklahoma City, OK 73170

Telephone: (405) 412-7033 Email: Connie_Branch@yahoo.com

EMPLOYMENT HISTORY:

12/2014-Current **The Virtue Center FKA NAIC**
Licensed Alcohol & Drug Counselor/Mental Health (LADC/MH) **Norman, OK**

6/2022-Current: Clinical Director

- Ensure services are delivered in a manner consistent with agency policy, contracts, statutes and best practices
- Prepared ODMHSAS Recertification that resulted in agency three-year certification with distinction
- Oversee clinical team services, programs, and maintain direct service productivity
- Ensure internal audits, supervision, and observations are conducted and improvements made as needed
- Maintain client and employee satisfaction, best interest ethically and provide safe environment
- Provide a high level of visibility, relevance and prestige for agency through managing outreach and community partnerships

3/2020-5/2022 Senior Program Director **The Virtue Center FKA NAIC**

- Responsible for the supervision of Six Clinicians (LPC, LMSW, LADC-MH), PRSS, ADSAC Assessor and Facilitator
- Certified Alcohol and Drug Substance Abuse Course (ADSAC) Assessor
- ADSAC Program Supervisor
- Management of the OKDMHSAS contracts and programs for Adolescent services, McClain County Adult Drug Court & Offender Screenings, Cleveland County Juvenile Drug Court, Cleveland County Family Drug Court, ADSAC program
- Direct adult & adolescent substance abuse treatment with co-occurring services
- Identifies substance abuse and mental health diagnosis criteria as defined by the DSM 5, in compliance with OKDMHSAS criteria for treatment levels
- Referral collaboration with Cleveland and McClain County Drug Courts & Department of Human Services (child welfare), Office of Juvenile Affairs, Juvenile Municipal Courts, Norman Public Schools, TANF, and Probation & Parole
- Adult & adolescent treatment services include individual, family, and group utilizing Cognitive behavioral Therapy (CBT), Motivational Interviewing, and Client Centered Therapy
- Perform adult & adolescent substance abuse intakes/screenings, assessments, treatment plans, bio-psycho-social, case management, ASAM and ODASL
- Client advocacy includes providing psychoeducation, case management, resources, and referrals (mental health services, MAT, safety, crisis, employment, housing, independent living, transportation, residential, Oxford/independent/sober living, Domestic Violence)
- Oversee and maintain staff productivity levels and incentive requirements
- Serves as a member of the Leadership Team, which includes visionary development of the agency and strategic planning
- Interviewing, hiring, and training new clinical employees and interns
- Provides compliance management of client charts for contract requirement audits

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- Maintain and ensure services are delivered and documented in a manner consistent with ODMHSAS, Medicaid and agency policies and procedures, contracts, statutes, and best practices in a timely manner
- Completion of semi-annual and annual Employee Performance Appraisals
- Provide leadership to treatment program in adherence to federal and state laws, agency regulations and professional standards of ethical conduct
- Model values and behaviors involving knowledge of counseling practices, knowledge of and adherence to regulations and provision of quality services
- Identifies treatment concerns to be addressed based on screenings/assessments and client input
- Submits reports to referring agencies/entities/individuals as designated through Consents for Release of Information by clients
- Maintains all files/records in compliance with TVC, ODMHSAS and Medicaid requirements, policies and procedures
- Completes continuous review and monitoring of assigned programs/contracts to ensure maximum billing and fiscally sound programs
- Maintains external relationships in specialty area and attends related external meetings
- Ensures program's achievements of monthly quotas as set by Associate Director of Services

1/2017-2/2020 Youth & Family Programs Director **NAIC**

- Supervisor of Peer Support Specialist (PRSS), Adolescent Specialty Grant Coordinator, Family Drug Court Therapist, Juvenile Drug Court Program Specialist Therapist
- Continually maintain knowledge of fiscal performance of programs in specialist area
- Maintain billing at 90 to 110 percent of contracted amount in specialist area, advise Associate Director of utilizations outside this range and work with Associate Director to form plans of action
- Maintains all files/records and completes documentation required by and in compliance with the Oklahoma Department of Mental Health and Substance Abuse Services, OKHCA and NAIC policies and procedures.
- Ensure CDC is submitted according to accreditation and billing timelines.
- Ensures each consumer's treatment plan complies with all accreditation and internal standards.
- Ensures each consumer's treatment plan complies with all accreditation and internal standards.
- Provides continuous feedback to employees using specific terms regarding work performance
- Conducts mid-year review and annual performance appraisals according to policy
- Helps employees identify areas of strength and areas for development
- Instructs and demonstrates ways that employees may improve performance or gain new skills
- Encourages feedback from employees regarding performance management
- Ensures duties and responsibilities of STREET grant coordinator are fulfilled by requirements of the grant
- Management of SAMHSA STREET grant obligations, data, invoices, and correspondence are fulfilled timely

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12/2014-12/2016: Adolescent Services Program Coordinator NAIC

- Responsible for all adolescent and family co-occurring treatment services
- Facilitates intake, assessment, and professional counseling for adolescents with problems related to substance abuse and co-occurring conditions
- Knowledge expert in adolescent programs, to include Juvenile Drug Court (JDC)
- Expert knowledge in the rules, regulations, laws, and requirements that pertain to the Juvenile Drug Court
- Knowledge of contractual status, SOWs and billing procedures for the Juvenile Drug Court
- Completion of timely treatment plans and discharges
- Adequate referrals to inpatient treatment or other supportive services to meet consumer needs
- Conducts individual, group, and family counseling session
- Completes all documentation for services rendered including, but not limited to, progress notes, Client Data Core documentation according to ODMHSAS requirements, and agency policies and procedures
- Ensures utilization from current professional research literature to enhance delivery of relevant and effective services including appropriate diagnosis, placement of clients in least restrictive levels of care, individualized treatment, culture, disabilities, age, prescribed medications and/or medication needs, development of safety plans, development of and linkage to community supports, and co-occurring disorders.

10/2011-6/2014
Behavioral Health Rehab Specialist/Case Manager II Oklahoma City, OK

- Identify positive and negative skills and assist client on application for self-improvement
- Redirect and apply alternate methods to control anger management
- Client assessment, education, awareness, and support for behavioral management
- Bullying prevention awareness, education, and training
- Social services advocate (mental/physical abuse, neglect, trauma, mental illness, substance abuse)
- Identification of adults and children being abused and offer of resources, coping skills and support
- Positive coping skills integration and training
- Redirect and manage behavioral health for children (age 5-18)
- Teach and identify basic life skill needs such as hygiene, socialization, self-esteem, self- awareness, problem-solving, coping skills, anger management, self-worth, and boundaries
- Basic knowledge of child and adolescent developmental knowledge; application of life skills
- Application of crises intervention, aggressive behavior management and verbal de-escalation
- Redirection of peer confrontation, pressure, provoking, and socialization
- Adult and child mentoring and skill integrating
- Assist in enhancing communication skills; reinforce positive effort management
- Provide behavioral techniques and teach skills to clients
- Identify development levels of children and provide additional resources for learning
- Skilled at listening and intervening problems of abuse identified by the client
- Recommend alternate solutions and resources to problems and abuse

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10/1997-9/2011 **CompSource OK, Devon Energy**
Paralegal/Case Manager **FL; OK**

- High volume case management: medical malpractice, product liability, personal injury, and workers compensation
- Drafted petitions, motions, trial briefs, mediation statements and discovery requests
- Interviewed and prepared witnesses for trial testimony
- Composed departmental monthly management report
- Developed procedures to minimize errors in payment and invoice distribution
- Developed templates and process to decrease Agreement and Amendment cycle time
- Managed oil & gas corporate invoicing

1987-1997 **United States Air Force**
Aerospace Control and Warning Systems Specialist

- Provide radar control and monitoring of air weapons during offensive and defensive air operations

EDUCATION:

12/2014 **Mid-America Christian University Oklahoma City, OK**

Master of Science in Counseling - Addictions and Substance Abuse

7/2012 **Oklahoma City University Oklahoma City, OK**

Masters of Education-Applied Behavioral Studies

12/2010 **Oklahoma City University Oklahoma City, OK**

Bachelor of Science-Applied Behavioral Studies

12/1999 **Gulf Coast Community College Panama City, FL**

Associate Degree -Paralegal/Legal Assistant

CERTIFICATIONS/TRAININGS:

6/2022 Peer-Recovery Support Specialist (PRSS) certification
12/2020 Advanced ASI /ASAM Training
10/2020 Ohio Risk Assessment System Community Supervision Tool
7/2020 Foundational Cognitive Behavioral Therapy Training
9/2019 Teen-Addiction Severity Index (T-ASI)
10/2018 Domestic Violence training
9/2017 Adolescent Community Reinforcement Approach (A-CRA) Certification
5/2017 Alcohol and Drug Substance Abuse Course (ADSAC) Assessor
2/2017 ASAM Criteria for Addictive, Substance-Related, and Co-Occurring Conditions
12/2017 Peer-Recovery Support Specialist (PRSS) Supervisory Training
9/2015 Global Appraisal of Individual Needs administration (GAIN-I)
2015 Celebrating Families
8/2015 Seeking Safety

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Alayna Smith

LICENSED PROFESSIONAL COUNSELOR

Moore, OK | 405-740-4270 | alaynamcornelius@yahoo.com

Experience

Program Director- The Virtue Center 2022 - Present

- Provides outpatient substance abuse therapeutic services and maintains appropriate documentation
- Supervises therapists and case managers
- Manages several programs including Cleveland County Family Drug Court, DHS referrals, Case Management program, Misdemeanor Recovery Court, and McClain County Treatment Court
- Develops and maintains healthy working relationships with clients, staff, and community partners
- Problem-solves billing-related issues to ensure timely reimbursement for services and completes letters of collaboration as needed
- Completes agency-wide chart audits and supervision observations to ensure quality of services, appropriateness of treatment plans, and appropriate documentation of services
- Trains staff regarding maintaining appropriate documentation, treatment planning, and utilization of services based on clients' levels of care/prior authorization levels
- Acts as the Domestic Violence liaison for the agency

Child Welfare Program Specialist- The Virtue Center 2020 - 2022

- Provided outpatient substance abuse therapeutic services according to best practices and contractual requirements with a focus on clients involved with The Department of Human Services
- Served as the treatment provider for Cleveland County Family Drug Court

General Therapist- The Virtue Center 2018 – 2020

- Provided outpatient substance abuse therapeutic services according to best practices and contractual requirements for ODMHSAS/Medicaid. Services included screening, assessment, case management, treatment planning, individual therapy/rehab, group therapy/rehab, and crisis intervention.
- Maintained documentation of services in accordance with agency policies and ODMHSAS/Medicaid contracts

Practicum Student- The Virtue Center 2017 – 2018

- Completed clinical and administrative tasks under the supervision of a licensed therapist
- Attended professional trainings to develop clinical skills

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Licensure & Certifications

Licensed Professional Counselor April 2020 to Present

LPC Under supervision from 2018 to 2020

Addiction Severity Index

Teen Addiction Severity Index

ASAM

Certified Gambling Counselor Under Supervision

Peer Recovery Support Specialist

Education

East Central University, Master of Science in Psychological Services 2017

GPA: 4.0

East Central University, Bachelor of Science in Psychology 2014

Minor: Sociology

GPA: 3.95

High Academic Achievement

University Scholastic Honors

Skills

- Time management
- Problem solving
- Strong written and verbal communication
- Proficient in MS Word
- Knowledge of theory and practical skills in treatment of substance abuse and co-occurring mental health disorders
- Treatment planning
- Ability to work well independently and collaboratively
- Knowledge of Medicaid requirements

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LORI PACE, MHR, LPC
2007 Twisted Oak Circle
Norman, OK. 73071
(405) 409-010
loripace31@yahoo.com

SUMMARY OF QUALIFICATIONS

- Evidenced ability to work with individuals and community partners
- Traditionally trained problem solving and counseling skills
- Committed to bringing about real and practical results in people's lives
- Certified Therapeutic Crisis Intervention Trainer

EDUCATION

University of Oklahoma
Masters of Clinical Mental Health Counselor, Human Relations, LPC
Bachelor of Arts in Sociology, Minor in Psychology
First Generation College Graduate (Honors)

PROFESSIONAL EXPERIENCE

The Virtue Center
LPC Treatment Court Specialist 08/2023- Present

- Performs screenings/assessments with potential new clients and/or their family members; identifies treatment issues to be addressed based on screenings/assessments and client input.
- Formulates treatment plan with client's participation, including Medicaid treatment plans with eligible clients. Completes treatment plan updates with client's participation by specified deadline for all client treatment plans including Medicaid Treatment Plan Medicaid Treatment Plans/Updates within specified time frame.
- Makes referrals to inpatient treatment or other supportive services to meet client needs on an ongoing basis. Conducts individual, group, and family counseling sessions. Completes all documentation for services rendered including, but not limited to, progress notes, data cores, and service sheets according to ODMHSAS contracts, Medicaid contracts, , and NAIC policies and procedures

Community Works
Intensive Treatment Therapist 05/2021- 8/2022

- Provide short-term residential crisis stabilization service to children in Department of Human Services custody with the goal of preventing admission of children into acute or residential psychiatric facilities
- Assess residents' health, social behavioral needs and develop programs and methods to provide support and guidance
- Maintain thorough resident records that details intake, behavioral and social issues and other pertinent patient information
- Work with teams to ensure residents receive the best quality of life while demonstrating unconditional positive regard

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Strategic Resources, INC.
Tinker Air Force Base
Military Family and Life Counselor 05/2020-5/2021

- Provided face to face non-medical counseling to military service members and their families to help address adjustment issues related to deployment, fear, grief and loss
- Developed and/or use approved training and educational program material as well as participate in regular in-service training
- Provided tracking of services performed and referrals made using appropriate reporting systems while maintaining service members confidentiality
- Establish and maintain working relationships with community resources and provide appropriate referrals to active-duty soldiers

Central Oklahoma Community Mental Health Center
Mental Health Court Coordinator/ Liaison 11/2011-2/2020

- Coordinated services for observers thru graduation in all aspects of the Anna McBride program including medication, case management, individual and therapy groups
- Unified the completion of the application process for prospective participants including gathering of application materials and communicating with attorneys, assessment professionals, probation officers and other stakeholders
- Acted as the agency liaison by building and maintaining community relationships and oversaw communication and coordinated efforts between two or more entities
- Mentored new Mental Health Court programs in Oklahoma with focus on the roles and responsibilities of the core Mental Health Court team members, identifying ethical issues and developing approaches for handling conflict within the team

NorthCare
Certified Behavioral Health Case Manager II 03/2009-11/2011

- Provided ongoing support and comprehensive assessments of patients needs, developed individual treatment plans and assisted with establishing consumer goals
- Supervised other team members in the Project for Assisting in Transition from Homelessness program (PATH) and provided in-service trainings and promoted staff development to ensure staff have core competencies
- Assisted with establishing consumer goals while maintaining accurate documentation of services objectives and outcomes
- Utilized knowledge of the local community to assist clients with navigating social service organizations and public agencies

Oklahoma City Community College
Campus Security 06/2004-12/2007

- Exhibited excellent judgment, courtesy and fairness while interacting with the public
- Responded to emergencies and prepared in-depth reports in a timely manner
- Preformed foot and vehicle patrols on campus to monitor, investigate disturbances and maintained order during events
- Demonstrated outstanding communication skills and problem-solving abilities while protecting the welfare of students and staff members

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Ricki Hoover, LMSW

(405) 321-0022 ext. 211
rhoover@thevirtuecenter.org

EDUCATION

University of Oklahoma, Norman, OK —
Master of Social Work May 2021
4.0 GPA

University of Oklahoma, Norman, OK —
Bachelor of Social Work May 2020
3.84 GPA
Minors: Psychology and Music

Rose State College, Midwest City, OK —
Associate Degree in Social Work
December 2017
Honor Roll

EXPERIENCE

The Virtue Center- *Therapist/Treatment Court Specialist*
February 2022- Present

• Assess, diagnose, and treat mental health disorders
• Provide therapy interventions for individuals, couples, and groups
• Collaborate with Cleveland County Treatment Court team and act as treatment specialist for multidisciplinary team

Oklahoma City VA Healthcare System, Oklahoma City, OK — *Social Worker for the Psychiatric Inpatient Unit*
August 2021 - February 2022

• Collaborated with psychiatrists, social workers, occupational and physical therapists, and pharmacists to create Master Treatment Plans for Veteran recovery
• Created and facilitated therapeutic, psychoeducational groups to teach mindfulness practices for healthy coping skills
• Provided active listening and therapeutic support for Veterans in recovery
• Fielded high quality case management and appropriate resources for continued veteran recovery

Grace Skilled Nursing and Therapy, Norman, OK — *Social Work Intern*
October 2019 – May 2020

• Provided psychosocial support and case management
• Collaborated in an interdisciplinary team approach to create client interventions
• Assessed and accurately documented client needs and progress • Developed and launched a group therapy intervention to treat depression

SKILLS

Active Listening

Verbal and Written Communication

Time Management

Team Building

Leadership

Customer Service

Certified in Screening, Brief Intervention and Referral to Treatment (SBIRT)

Certified in Cognitive Processing Therapy

AWARDS

Employee of the Quarter

President's Honor Roll 4.0 GPA

Dean's Honor Roll
3.00 + GPA

Phi Alpha Honor Society

Social Work student, 3.25 + GPA

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SARAH WEST, LPC

THERAPIST| TREATMENT COURT SPECIALIST

EDUCATION

MASTER OF EDUCATION • MAY 2017 • UNIVERSITY OF OKLAHOMA
Practicum experience at the Number Nyne Crisis Hotline.

BACHELOR OF ARTS-PSYCHOLOGY • DECEMBER 2014 • UNIVERSITY OF OKLAHOMA
Practicum experience at Catholic Charities of OKC.

VOLUNTEER EXPERIENCE & LEADERSHIP

Supervised 7 master's level clinical interns preparing to start their careers in counseling, providing feedback on their skill and professional development.

EXPERIENCE

The Virtue Center, 2017 to present:

All specialty court roles include the following:

Attend court and staffing to communicate treatment progress with the multidisciplinary court team. Educate team members about the tenants of behavior change, how substance abuse and complex trauma change one's level of functioning, and how to make effective, person-centered interventions to achieve behavior change and reduce recidivism for the individual and the community.

INTERIM MCCLAIN COUNTY DRUG COURT SPECIALIST | OCTOBER 2023 TO PRESENT
Provide individual, family, and group therapy for felony level offenders with substance use disorder in a rural setting at our satellite office. Challenges include helping participants navigate recovery in a small-town environment with some resistance to therapy and obtaining access to case management resources when these are sometimes limited.

ADULT TREATMENT COURT SPECIALIST • JANUARY 2019 TO PRESENT
Provide individual, family, and group therapy for felony level offenders with substance use disorder. Population includes co-occurring moderate mood disorders, childhood trauma and/or domestic violence history, and considerable case management needs.

JUVENILE DRUG COURT SPECIALIST • FROM MAY 2017 TO DECEMBER 2018
Provided individual, family, and group therapy for juvenile offenders with substance use disorder. Population included co-occurring attachment disorders, trauma, and school delinquency.

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Caleb Klusmeyer

PRSS & CM-1
Business Development Manager
Working in Behavioral Health since Oct. 2015
Norman, OK 73072
klusmeyerokla@gmail.com
7203257550

Work Experience

Business Development Manager

The Virtue Center (formerly NAIC) - Norman, OK December 2017 to Present
PRSS December 2017-2018
Case Manager I 2018-222
Community Engagement Specialist 2021-2022
Community Engagement Coordinator 2022-2023
Business Development Manager 2023-present
Helping with social media curation and business development. Help coordinate collaboration and business opportunities for The Virtue Center. Oversee insurance credentialling and Joint Commission Accreditation. Help with billing coding and electronic health record interface issues. Developing and managing continuing education opportunities for staff and community. Develop and maintain relationships within the community to help better serve people in need. Create promo videos and produce podcast "Hope Ahead". My network for the behavioral health industry reaches across the United States which has played a role in try to propel The VIrtue Center into the future and stay ahead of the game locally.

Guitarist/Booking Agent/Content Creator/Marketing Strategist

Lilac Kings/Cicadia - Norman, OK 2017 to Present
Lilac Kings is a band who has signed with multiple record labels and has provided experience of the ins and outs of the business side of the music industry. My industry relationships reach across the US, which has helped both bands grow nationally and play a role in the ease of out-of-state booking opportunities. I have been booking and taking the lead on marketing as well as merch design, content creating and release planning. I have experience running ad spend campaigns and how to market effectively to identify target demographics.

UA Supervisor

Specialized Outpatient Services - Oklahoma City, OK April 2017 to December 2017
Duties: Collect urine samples from clients properly documenting UAs, talking to Probation officers and Case workers about clients and information on a Dailey basis, abiding by HIPPA laws, checking clients in and collecting money, also making sure employees are doing the same, filling out chain of custodies for testers.

Operations Assistant December 2016-April 2017

Red Rock Recovery Center - Lakewood, CO April 2016 to April 2017
Behavioral Health Paraprofessional April 2016-December 2016
Duties: Living in 3 and a half days a week, but in January I was promoted to the 2pm-10pm shift. Giving direction to clients and helping clients with step work and providing support for issues. Monitoring UAS and BAs and properly processing them. Getting clients to and from IOP and ALL scheduled appointments on time including therapists, doctor, dentist, and 12 step meetings. Responsible for making judgement calls and decisions on client consequences and properly documenting and dispensing medication. Sitting in on and helping running "Circle", nightly notes. Making sure all house items are accounted for and correctly in place such as, pillows, towels, house cleaning products and all bedding matches and each client has needed necessities, also processing intakes.

Behavioral Health Technician

Reflections Recovery Center - Prescott, AZ October 2015 to April 2016

Duties: Living in 3 and a half days a week. Giving direction to clients and helping clients with step work, personal issues. UA Director in charge of the UA schedule and roster, making sure clients IDs and insurance information get copied and entered the UA system correctly, also making sure all UA supplies are stocked and ordering more. Getting clients to and from IOP and ALL scheduled appointments on time including therapists, doctor, dentist, and 12 step meetings. properly documenting and dispensing medication. Sitting in on and helping running "Circle", nightly notes. Making sure all house items are accounted for and correctly in place such as pillows, towels, house cleaning products and all bedding match and each client has needed necessities, also managing clients' money, processing intakes.

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Opioid Abatement Funds
FY2024-25

			FY2024
Income			
	Grants & Contract		
		Opioid Abatement Funds	
Total Income			$ -
Expense	**Salaries**		
		Therapist	$ 62,000.00
		Case Manager	$ 40,000.00
		Nurse Practitioner (8hrs/wk) - MAT	$ 24,000.00
		Clinical Staff (2 hours per week) - MAT	$ 5,000.00
		Fringe Cost	$ 13,000.00
	Supplies and Other		
		Electronic Health Record & Escribe	$ 5,500.00
		Laptop	$ 500.00
		MAT Clinic Medical Supplies	$ 2,000.00
		Clinical Training	$ 10,000.00
		Guest Speaker Fee	$ 10,000.00
		Program Incentives	$ 7,500.00
		Food and Drink for Event Days	$ 6,000.00
		Supplies (office)	$ 5,000.00
		Curriculum Materials	$ 2,500.00
		Narcan and Fentyl Strips	$ 2,500.00
		Marketing Outreach & Marketing Materials	$ 6,500.00
		Travel - Training	$ 2,500.00
		Indirect Costs	$ 12,500.00
Total Expenses			$ 115,000.00
Net Income			$ (115,000.00)

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New Program - Opioid Abatement
Education and Awareness

			FY2024
Income			
	Opioid Abatement Funds		
Total Income		$	-
Expense	**Salaries**		
	Business Development Manager (8 hrs/week) - MAT/Programs	$	10,000.00
	Case Manager	$	10,000.00
	Supplies and Other		
	Clinical Training	$	10,000.00
	Guest Speaker Fee	$	10,000.00
	Program Incentives	$	7,500.00
	Food and Drink for Event Days	$	6,000.00
	Supplies (office)	$	5,000.00
	Curriculum Materials	$	2,500.00
	Narcan and Fentyl Strips	$	2,500.00
	Marketing Outreach & Marketing Materials	$	6,500.00
	Travel - Training	$	2,500.00
	Indirect Costs	$	2,500.00
Total Expenses		$	75,000.00
Net Income		$	(75,000.00)

File Attachments for Item:

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (1720 NORTH PORTER AVENUE)

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: Anthony Blatt, on behalf of the Owner

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (1720 NORTH PORTER AVENUE)

BACKGROUND: The subject property is currently zoned SPUD, Simple Planned Unit Development, which allowed for a single-family residential development (Ordinance No. O-2122-41). The applicant is proposing to rezone the property to a new SPUD to allow for an office development. The applicant proposes to amend the NORMAN 2025 Land Use & Transportation Plan from Low-Density Residential Designation to Office Designation to allow for an office development with two buildings and associated parking. The subject property is approximately 4 acres and is currently vacant.

STAFF ANALYSIS: For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

1. ***Has there been a change in circumstances resulting from development of the properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest?***
   The general area has seen minimal changes in recent years. The residential properties surrounding the subject property were developed in the 70s and 80s. The adjacent property to the south, the Masonic Norman Lodge, is Institutional Designation. Further south along N. Porter Ave are multiple healthcare providers with Office and Mixed Use land use designations, such as DaVita Sooner Dialysis, Norman Endoscopy Center,

Mercy, and Norman Regional Hospital. Also, because of the proximity to the intersection between N. Porter Ave. and E. Robinson St., the neighborhood has seen a Taco Mayo, a Dunkin drive thru, and 360 Sign company develop in recent years. The Taco Mayo and Dunkin have access from Robinson Street. The sign company has access on Robinson Street and Dale Street on the north.

2. ***Is there a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity?*** The proposed development will introduce a new commercial/office use to the immediate area. The City Traffic Engineer has determined there are no negative traffic impacts anticipated with this project.

CONCLUSION: Staff forwards this request for amendment of the NORMAN 2025 Land Use Plan Amendment from Low Density Residential Designation to Office Designation as Resolution No. R-2324-104 for consideration by City Council.

At their February 8, 2024 meeting, Planning Commission recommended adoption of Resolution No. R-2324-104 by a vote of 5-3.

Applicant: Anthony Blatt on behalf of the owner

Project Location: 1720 N. Porter Avenue

Case Number: PD 23-41

Time: 5:30 p.m.

Applicant/Representative:
Anthony Blatt
Julie Blatt
Stephen Landes

Attendees
Erica Bird
Leanna Boyd
Kevin Boyd

City Staff
Kelly Abell, Planner I
Justin Fish, Planner I
Melissa Navarro, Planner II
Lora Hoggatt, Planning Services Manager
Scott Sturtz, Interim Public Works Director
Beth Muckala, City Attorney

Application Summary: The applicant is requesting to rezone from a SPUD, Simple Planned Unit Development, for a single-family residential development to a new SPUD for a medical/office development. The applicant is also requesting a NORMAN 2025 Land Use Plan Amendment from Low Density Residential to Office Designation. This proposal also requires a new preliminary plat.

Neighbor's Comments/Concerns/Responses
The applicant explained there will be two buildings on the site, one used for a medical use and the other used as medical or office space. Neighbors were concerned with landscaping items, specifically a large ash tree at the corner of the lot and the types of trees to be planted. The applicant explained they've designed the site in order to leave the large tree undisturbed and explained the typical plants they use in their designs. The neighbors asked what kind of screening would be placed between the residential uses and the new development. The applicant explained there will be a 6' stockade fence along the property lines abutting residential properties. The neighbors were concerned about the parking lot lighting. The applicant explained they will meet the City requirements for full cut-off lights and they will be placed to shine toward the buildings and Porter and not toward the residential uses.

R-2324-104

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION.
(1720 NORTH PORTER AVENUE)

§ 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and

§ 2. WHEREAS, the City Council at its meeting of November 16, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan, with an effective date of December 16, 2004; and

§ 3. WHEREAS, Fred Thomas, IV has requested that the following described property be moved from the Low Density Residential Designation and placed in the Office Designation for the hereinafter described property, 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, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS:
BEGINING 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, THE NORTH 50.00 FEET OF SAID MASONIC ADDITION, LOT 1.
SAID DESCRIBED TRACT CONTAINS A TOTAL OF 4.04 ACRES, MORE OR LESS.

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

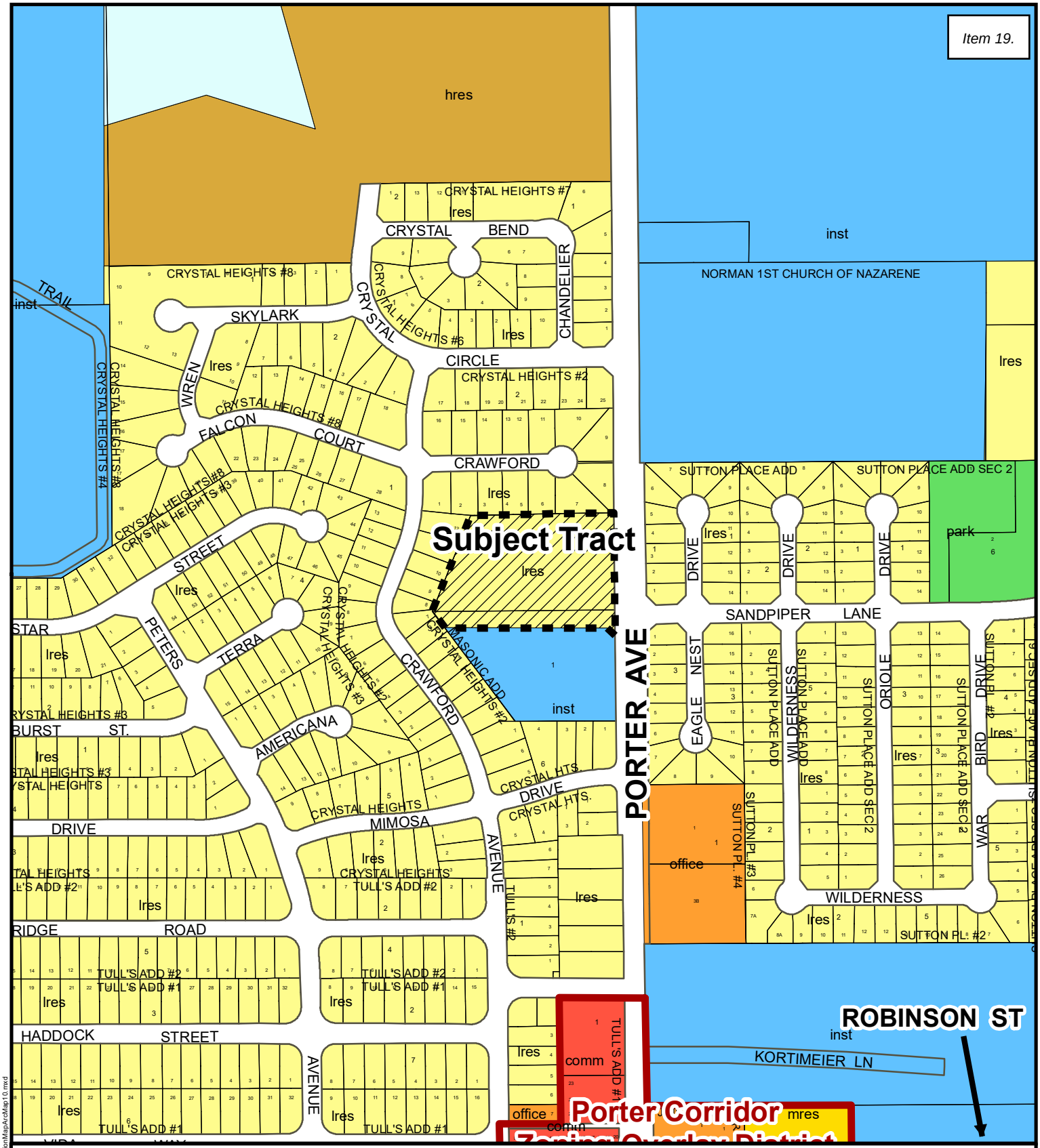
§ 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that the requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this _____day of_____, 2024.

_____
(Mayor)

ATTEST:

_____
(City Clerk)



Norman 2025 Land Use Plan

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 2, 2024

0 200 400 Ft.

Subject Tract

Zoning

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CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, February 08, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of February, 2024.

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

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

ROLL CALL

PRESENT
Cameron Brewer
Steven McDaniel
Liz McKown
Michael Jablonski
Erica Bird
Jim Griffith
Maria Kindel
Kevan Parker

ABSENT
Douglas McClure

A quorum was present.

STAFF PRESENT
Jane Hudson, Director of Planning & Community Development
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Beth Muckala, Assistant City Attorney
Scott Sturtz, Interim Director of Public Works
Todd McLellan, Development Engineer
Jack Burdett, Subdivision Development Coordinator
David Riesland, Transportation Engineer
Bryce Holland, Multimedia Specialist
Roné Tromble, Admin. Tech. IV

*

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2324-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (1720 NORTH PORTER AVENUE)

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. NORMAN 2025 Map
3. Pre-Development Summary

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-38: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1720 NORTH PORTER AVENUE)

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Location Map
3. Zoning Map
4. SPUD Narrative with Exhibits A-C
5. Preliminary Plat
6. Development Plan
7. Pre-Development Summary

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-13: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY ANTHONY BLATT, ON BEHALF OF THE OWNER FOR VCN DEVELOPMENT, A SIMPLE PLANNED UNIT DEVELOPMENT. (1720 NORTH PORTER AVENUE)

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Transportation Impacts
3. Location Map
4. Preliminary Plat
5. Development Plan
6. Pre-Development Summary

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes.

Ms. Kindel asked if there will be a shared entry off Porter at the light. Ms. Hoggatt responded affirmatively.

PRESENTATION BY THE APPLICANT: Anthony Blatt is representing a client that wishes to purchase the property to put a medical facility on it, which the current zoning does not allow. The original land use plan allowed for institutional, but changed to residential when the most recent SPUD was done. They are proposing to develop two buildings on the site. The client has not purchased the property yet. The development plan shows a 22,000 sq. ft. office building on the east, and 10,000 sq. ft. office space. The buildings have not yet been designed. They would like to have all comments on the drainage calculations addressed when this goes to Council, so the client can purchase the property and go forward with design of the buildings.

Mr. Griffith asked if the buildings will be single story. Mr. Blatt responded affirmatively.

Ms. McKown noted the design shows the trees on the south border, but does not show the ash tree that the neighbors were concerned with. Mr. Blatt stated that the ash tree is to remain, it needs to be shown on the site plan, and they are willing to amend the SPUD document to include it.

Mr. Brewer asked how the number of parking spaces was determined. Mr. Blatt explained that the client wants to make sure there is enough parking for staff and the people coming to the facility. They do exceed the current parking ordinance; they will be happy to make adjustments to meet the ordinance.

Ms. Kindel asked about the second building. Mr. Blatt said they will not be building the additional parking or the building until they know who will be occupying it. Ms. Kindel asked how many of the parking spaces shown on the plan will be for the first building. Mr. Blatt said approximately 2/3 of the parking spaces.

Mr. Griffith asked if there will be suites for rent. Mr. Blatt said it will be a single use medical facility in the larger building.

Ms. Bird asked for clarification on the lighting. Mr. Blatt responded that they want to be good neighbors. They are concerned about uniform light distribution for safety in the parking lot. They would be willing to work with staff and adjacent property owners to make sure the lights are appropriate.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Brewer asked what the parking requirement is. Ms. Hudson responded that the parking ordinance was recently changed from requirements to recommendations in the commercial, office and retail sectors. Mr. Brewer commented that he likes the single user, but thinks there needs to be more definition of the parking needs.

Mr. Jablonski was concerned with the amount of concrete, stormwater runoff, and heat that will be generated by the parking lot. He thinks there needs to be a tree buffer on the north and west.

Mr. Brewer asked if there is any type of buffer planned. Mr. Blatt said they plan a 6' sight-proof fence on the north and west and a 20' landscape border.

Ms. Bird commented on the lack of a stormwater report. Mr. McDaniel pointed out that they will have to meet the standards before their building permit will be approved.

Ms. Kindel is concerned about the number of parking spaces. She would also like to see greenspace in the northwest area.

Motion made by McDaniel, seconded by Parker, to recommend approval of Resolution No. R-2324-104, Ordinance No. O-2324-38, and PP-2324-13 to City Council.

Voting Yea: McDaniel, McKown, Bird, Griffith, Parker
Voting Nay: Brewer, Jablonski, Kindel

The motion to recommend approval of Resolution No. R-2324-104, Ordinance No. O-2324-38, and PP-2324-13 to City Council was adopted by a vote of 5-3.

*

File Attachments for Item:

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-38 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF (1720 NORTH PORTER AVENUE).

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: Anthony Blatt, on behalf of the Owner

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-38 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF (1720 NORTH PORTER AVENUE).

BACKGROUND: The applicant is requesting to rezone the subject property from the Avadon Terrace SPUD, Simple Planned Unit Development, which allowed for a single-family residential development, to a new SPUD to allow for an office development with two lots, two buildings and associated parking. The subject property is approximately 4 acres. The property is currently vacant.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GBC24-01 January 16, 2024

The January meeting of the Greenbelt Commission was canceled due to inclement weather. Because this Commission is advisory to Planning Commission, the cancelation of meetings does not preclude items from moving forward. There are required sidewalks along Porter and no other trail designations.

PRE-DEVELOPMENT MEETING: PD23-41, January 25, 2024

The applicant explained there will be two buildings on the site, one used for a medical use and the other used as medical or office space. Neighbors were concerned with landscaping items, specifically a large ash tree at the corner of the lot and the types of trees to be planted. The applicant explained they've designed the site in order to leave the large tree undisturbed and

explained the typical plants they use in their designs. The neighbors asked what kind of screening would be placed between the residential uses and the new development. The applicant explained there will be a 6' stockade fence along the property lines abutting residential properties. The neighbors were concerned about the parking lot lighting. The applicant explained they will meet the City requirements for full cut-off lights and they will be placed to shine toward the buildings and Porter and not toward the residential uses.

BOARD OF PARKS COMMISSIONERS:

A meeting with the Board of Parks Commissioners was not required for this application because it is a commercial development with no residential components.

ZONING ORDINANCE CITATION:

SEC 36-510 – 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 current zoning is Avadon Terrace SPUD, Simple Planned Unit Development, Ordinance No. O-2122-41, which allows for the development of single-family residential on smaller lots than typical R-1 developments.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: The proposed uses for the subject property are listed in Exhibit C. The applicant intends to use the property for a medical office in one building and another office in the second.

SITE PLAN/ACCESS: The site plan presented as Exhibit B in the SPUD Narrative shows an entrance to Lot 1 and Lot 2 from Porter Avenue. There is an existing traffic light at this intersection. Two buildings are proposed in this development. The building closest to the street is proposed to be approximately 22,000 square feet. The building to the west is proposed to be approximately 10,000 square feet. Parking is proposed around both buildings. The stormwater detention pond is proposed along the western boundary of the subject property.

LANDSCAPING: This development will include large trees to be planted in accordance with Appendix D of the Zoning Ordinance and Section 36-551, Landscaping Requirements for Off-Street Parking Facilities. The large tree at the northwest side of the lot will be preserved if possible. Large trees between the subject property and the Masonic Lodge to the south will remain.

SIGNAGE: All signs shall comply with the requirements outlined in the City's sign code, Chapter 28, Section 28-506, Office Zone Sign Standards.

LIGHTING: All exterior lighting shall be installed in conformance with the City of Norman's commercial outdoor lighting standards, as described in Section 36-549, as amended from time to time. The SPUD Narrative states the parking light poles will be a maximum of 20' in height for the development.

SANITATION/UTILITIES: The utility services for this development are existing. Roll off dumpsters will be used for temporary construction purposes.

PARKING: Parking shall be developed in compliance with the parking layout shown on Exhibit B Site Plan, subject to changes allowed by Chapter 36-510 (k). The parking shall be installed to Norman's applicable parking ordinances as amended from time to time.

SIDEWALKS: There is an existing sidewalk which runs adjacent to Porter Avenue. Sidewalks will be installed in compliance with the City of Norman's standards.

EXTERIOR BUILDING MATERIALS: The SPUD Narrative states the exterior materials will include masonry veneer, simulated stucco/exterior insulation and finish systems (EIFS), and concealed fastener architectural metal panels.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed uses for the SPUD, Simple Planned Unit Development, are similar to the existing office uses to the south of this proposal. City Staff does not anticipate negative traffic impacts – access is by way of a signalized intersection.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Items dealing with hydrants and fire code will be handled at the time of building permit.

PUBLIC WORKS/ENGINEERING: Please see the preliminary plat staff report from Engineering staff.

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

UTILITIES: Items regarding water line design will be handled at building permit stage.

CONCLUSION:

Staff forwards this request for rezoning to a new SPUD, Simple Planned Unit Development, and Ordinance No. O-2324-38 for consideration by City Council.

At their February 8, 2024 meeting, the Planning Commission recommended adoption of Ordinance No. O-2324-38 by a vote of 5-3.

NOTE: Since the Planning Commission meeting, the applicant has submitted an updated site plan exhibit (Exhibit B) showing 24 fewer parking spaces and the intent to preserve existing tree in the northwest corner of the lot.

O-2324-38

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1720 NORTH PORTER AVENUE)

§ 1. WHEREAS, Fred Thomas, IV, the owner of the hereinafter described property, has made application to have the subject property removed from the SPUD, Simple Planned Unit Development District and placed in a new SPUD, Simple Planned Unit Development District; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on February 8, 2024 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

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

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

§ 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the SPUD, Simple Planned Unit Development and place the same in a new 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, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS:
BEGINING 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, THE NORTH 50.00 FEET OF SAID MASONIC ADDITION, LOT 1.

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

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

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

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

ADOPTED this _____ day of

_____, 2024.

_____
(Mayor)

NOT ADOPTED this _____day of

_____, 2024.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

VCN Development

A Simple Planned Unit Development

Norman, Oklahoma

APPLICANT:

ADG Blatt / Architect on behalf of the Developer

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Submitted December 1, 2023
Revisions 1: January 29, 2024
Revisions 2: February 15, 2024

PREPARED BY:

ADG Blatt
920 West Main Street
Oklahoma City, OK 73106
405-232-5700
ablatt@adgblatt.com

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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 commercial 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-1970s. 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 parking drive alignment that will be constructed on the south side of the property. The property is more particularly described on the attached Exhibit A (the "Property"). The Property is currently zoned Avadon Terrace Planned Unit Development, which does not accommodate the proposed commercial development, therefore, the Applicant seeks to rezone the Property to allow for the commercial site layout.

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 Avadon Terrace Planned Unit Development and the Property's NORMAN 2025 Land Use Plan Designation is Low Density Residential. 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 slopes from the Southeast to the Northwest comer of the property.

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 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 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 the south parking lot drive lane and the existing traffic light located at the intersection.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate commercial 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. Two (2) commercial lots are proposed in this development.

A. Uses Permitted:

The allowable uses for the Property are attached as Exhibit C.

B. Area Regulations:

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

Minimum lot size shall be 40,000 square feet.

Front Yard:

The minimum depth of the front yard setback shall be twenty five (25') feet.

Rear Yard:

The minimum depth of the rear yard setback shall be fifteen (15') feet.

Lot Coverage: 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.

Maximum Height:

35’-0” and two stories in height.

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 36-510(k) of the City of Norman's SPUD Ordinance.

2. Signage

The entrance to the Property from Porter Avenue may contain entryway signage on a monument sign. 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.

3. Traffic Access / Circulation and Sidewalks

Access to the property is at the intersection of Porter Avenue and Sandpiper Lane which will align with the parking drive lane on the south side of the property. Sidewalks will be installed in compliance with the City's standards.

4. Landscaping / Parkland

Landscaping for the development shall be provided in accordance with City of Norman standards. Basis of design shall be provided for O-1, Office-Institutional District zoned properties.

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 access drive on the south side of the property to not impact the root system of the existing tree line.

The large elm tree located in the northwest corner of the property will will remain in place as a part of the development landscaping.

A minimum 15’-0” wide landscaped border will be incorporated adjacent to the bordering residential neighborhoods on the west and north sides of the property.

Trees must be selected from the list provided in Appendix D of the City of Norman Zoning Ordinance and be at least 2" caliper (diameter measured 6" above ground level).

5. Roll Off Dumpsters

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

6. Fencing and Screening

Fencing for the property will be installed in accordance with Section 36-552, Fencing, Walls, and Screening.

A 6’-0” tall sight proof fence will be installed adjacent to the residential properties at the west and north property lines.

7. Lighting

Site lighting will be installed with full cut-offs so that light levels at the property line will not exceed 0.5 footcandles.

All exterior lighting will be installed in accordance with Section 36-549, Commercial Outdoor Lighting Standards.

Parking Light Poles will be maximum 20’-0” tall for the development.

8. Exterior Building Materials

Exterior materials used in construction of the buildings will include the following:

Masonry Veneer
Simulated Stucco / Exterior Insulation and Finish Systems (EIFS)
Concealed fastener Architectural Metal Panels

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:

BEGNNING 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, 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

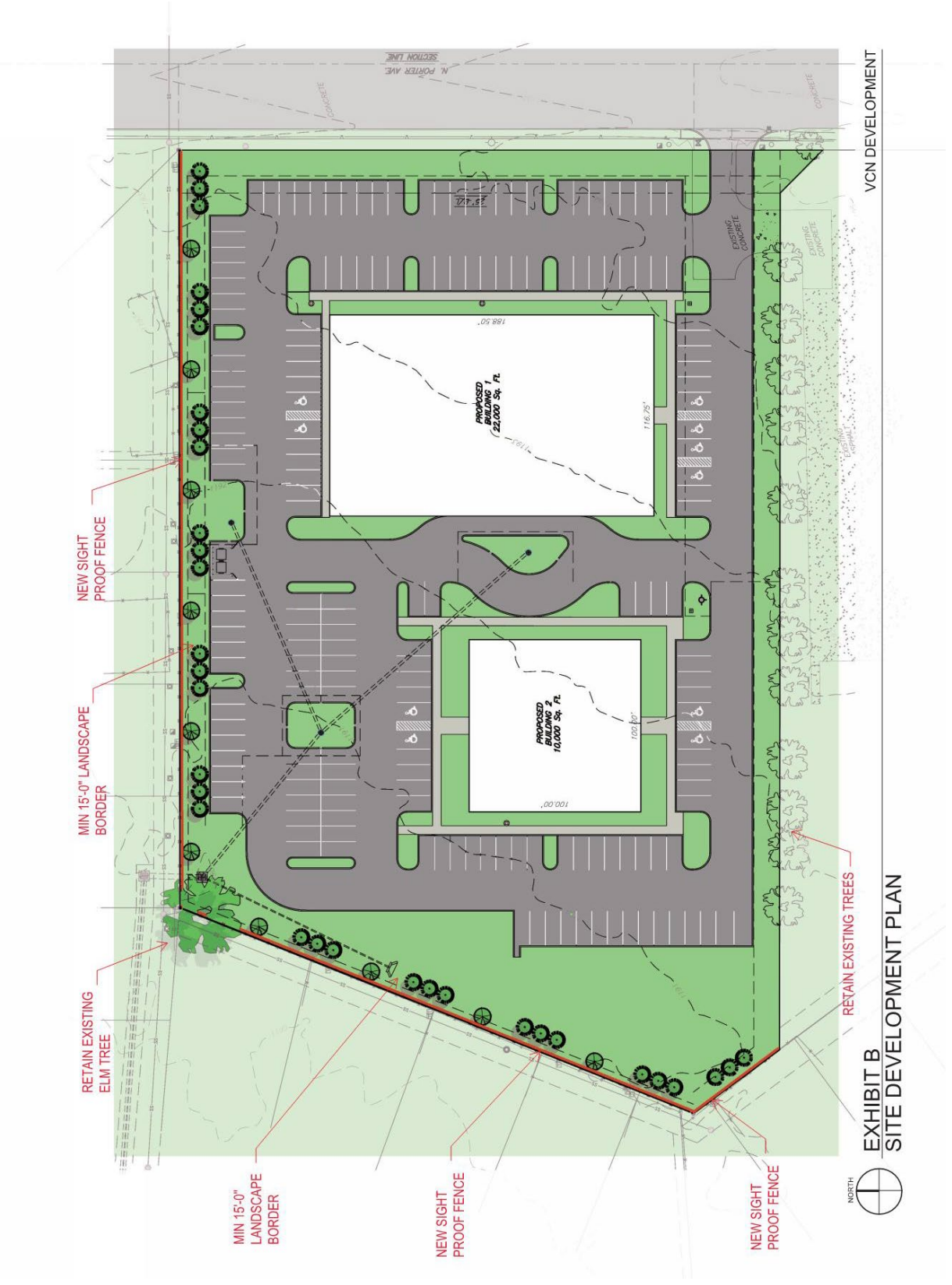


EXHIBIT C

Allowable Uses

- Professional office uses, including but not limited to:
  - Accountant
  - Architect
  - Attorney
  - Dentist or dental surgeon
  - Engineer
  - Geologist or geophysicist
  - Physician or surgeon
  - Registered nurse
- No retail sales nor stock of goods shall be permitted other than the incidental sale of merchandise within the above professional uses or a pharmacy which may be located only in a building providing space for medical offices.
- Childcare center as specified in NCC 36-566.

RETAIN EXISTING
ELM TREE

MIN 15'-0" LANDSCAPE
BORDER

NEW SIGHT
PROOF FENCE

MIN 15'-0"
LANDSCAPE
BORDER

NEW SIGHT
PROOF FENCE

NEW SIGHT
PROOF FENCE

RETAIN EXISTING TREES

PROPOSED
BUILDING 2
10,000 Sq. Ft.

100.00'

100.00'

PROPOSED
BUILDING 1
22,000 Sq. Ft.

188.50'

116.75'

35' 44'

N. PORTER AVE.
SECTION LINE

CONCRETE

EXISTING
CONCRETE

EXISTING
CONCRETE

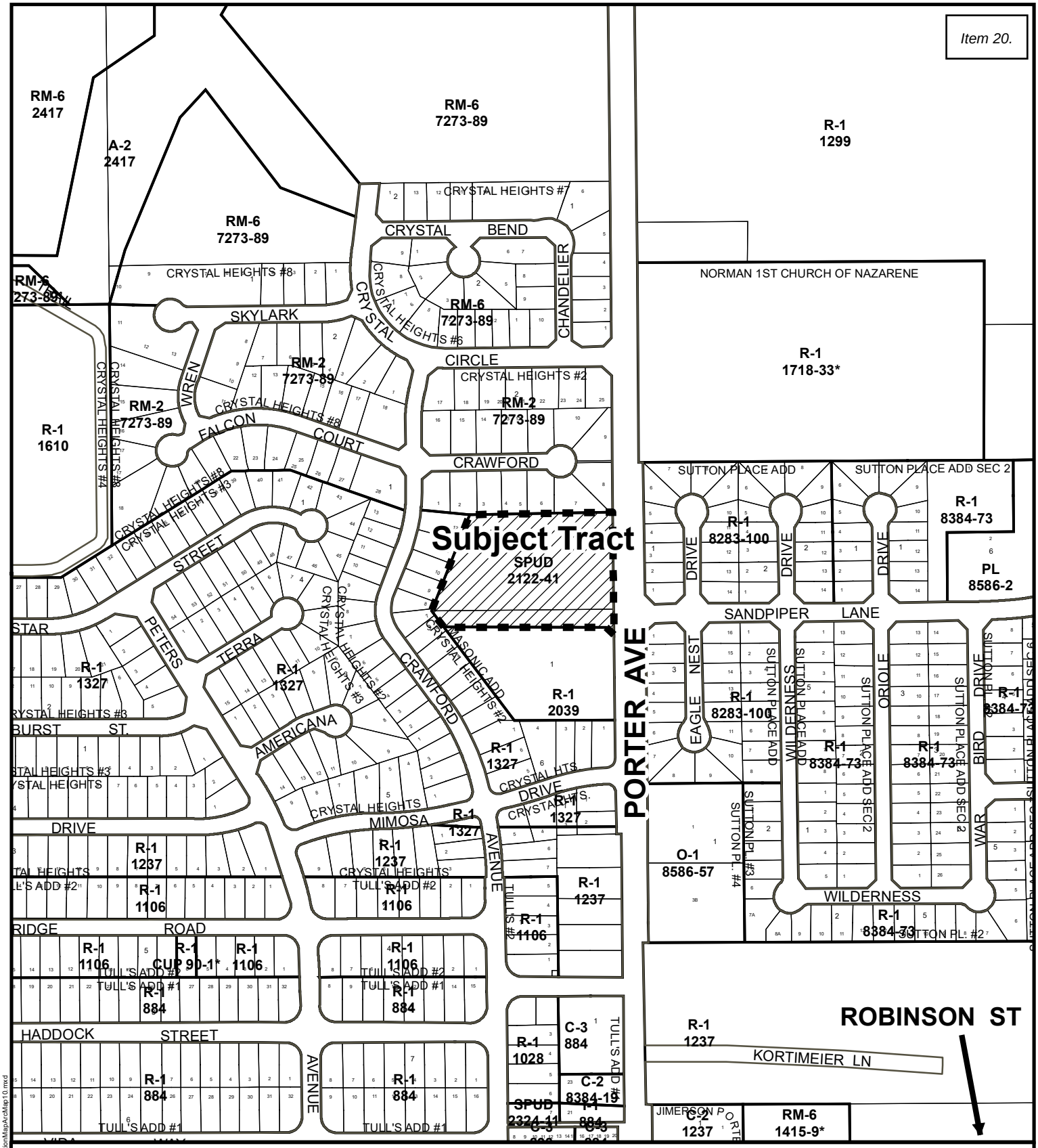
EXISTING
ASPHALT

CONCRETE

NORTH

EXHIBIT B
SITE DEVELOPMENT PLAN

VCN DEVELOPMENT



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.

N E S W

January 2, 2024

0 200 400 Ft.

Subject Tract

Zoning

\\con-isilon\city\departments\GIS\ArcGIS10.Map Templates\8x11_LocationMapArcMap10.mxd

Applicant: Anthony Blatt on behalf of the owner

Project Location: 1720 N. Porter Avenue

Case Number: PD 23-41

Time: 5:30 p.m.

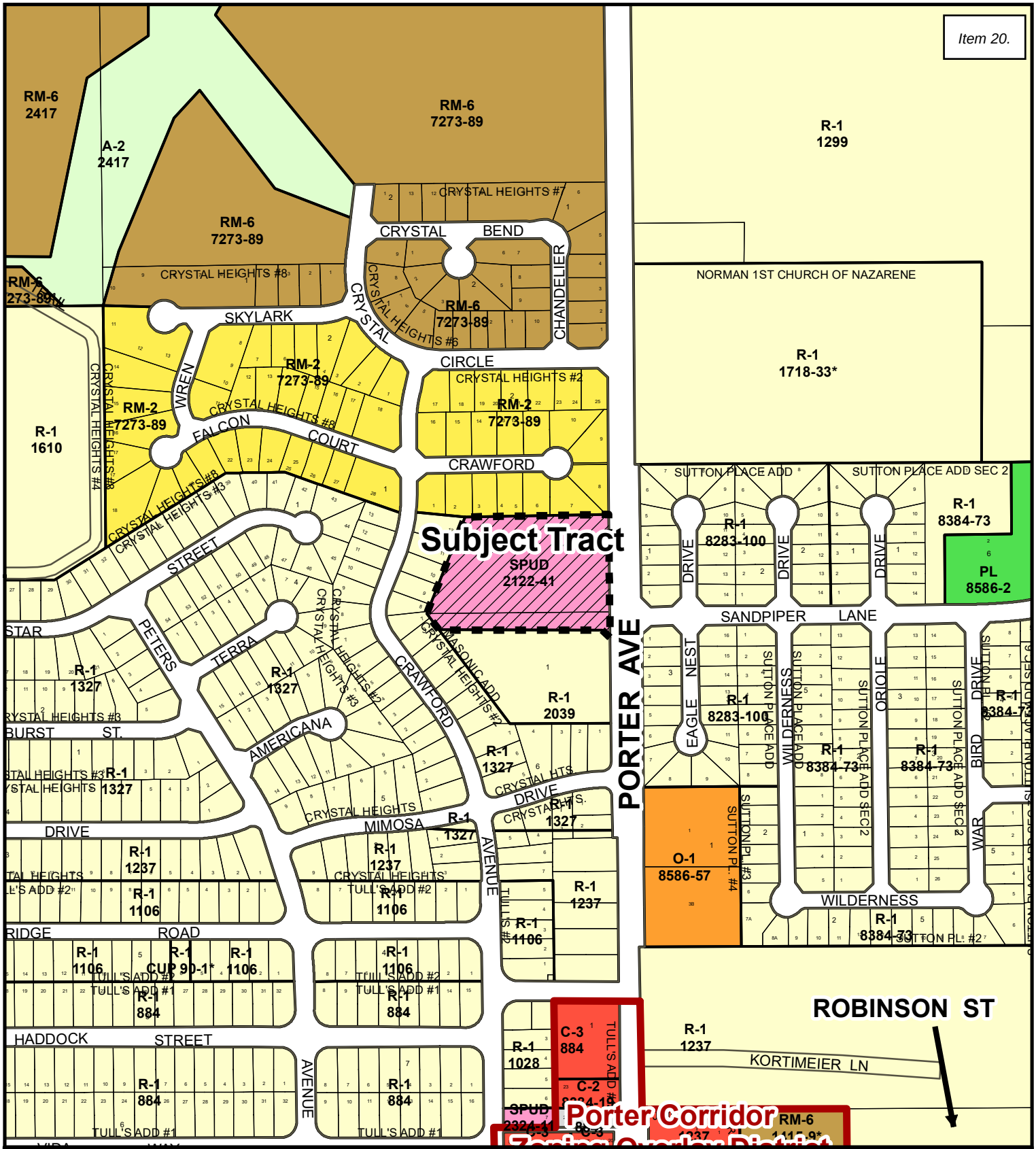
Applicant/Representative:
Anthony Blatt
Julie Blatt
Stephen Landes

Attendees
Erica Bird
Leanna Boyd
Kevin Boyd

City Staff
Kelly Abell, Planner I
Justin Fish, Planner I
Melissa Navarro, Planner II
Lora Hoggatt, Planning Services Manager
Scott Sturtz, Interim Public Works Director
Beth Muckala, City Attorney

Application Summary: The applicant is requesting to rezone from a SPUD, Simple Planned Unit Development, for a single-family residential development to a new SPUD for a medical/office development. The applicant is also requesting a NORMAN 2025 Land Use Plan Amendment from Low Density Residential to Office Designation. This proposal also requires a new preliminary plat.

Neighbor's Comments/Concerns/Responses
The applicant explained there will be two buildings on the site, one used for a medical use and the other used as medical or office space. Neighbors were concerned with landscaping items, specifically a large ash tree at the corner of the lot and the types of trees to be planted. The applicant explained they've designed the site in order to leave the large tree undisturbed and explained the typical plants they use in their designs. The neighbors asked what kind of screening would be placed between the residential uses and the new development. The applicant explained there will be a 6' stockade fence along the property lines abutting residential properties. The neighbors were concerned about the parking lot lighting. The applicant explained they will meet the City requirements for full cut-off lights and they will be placed to shine toward the buildings and Porter and not toward the residential uses.



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.

N
W
E
S

January 31, 2024

0 200 400 Ft.

Subject Tract

Zoning

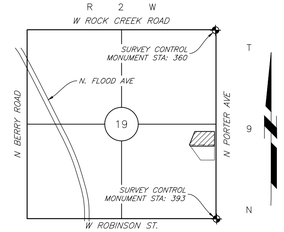
G:\ArcGIS10.Map Templates\8x11_LocationMapArcMap10.mxd

PRELIMINARY PLAT

VCN Development

A SIMPLE PLANNED UNIT DEVELOPMENT

BEING A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, AND A PART OF LOT 1, MASONIC ADDITION, ALL LOCATED IN NORMAN, CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP

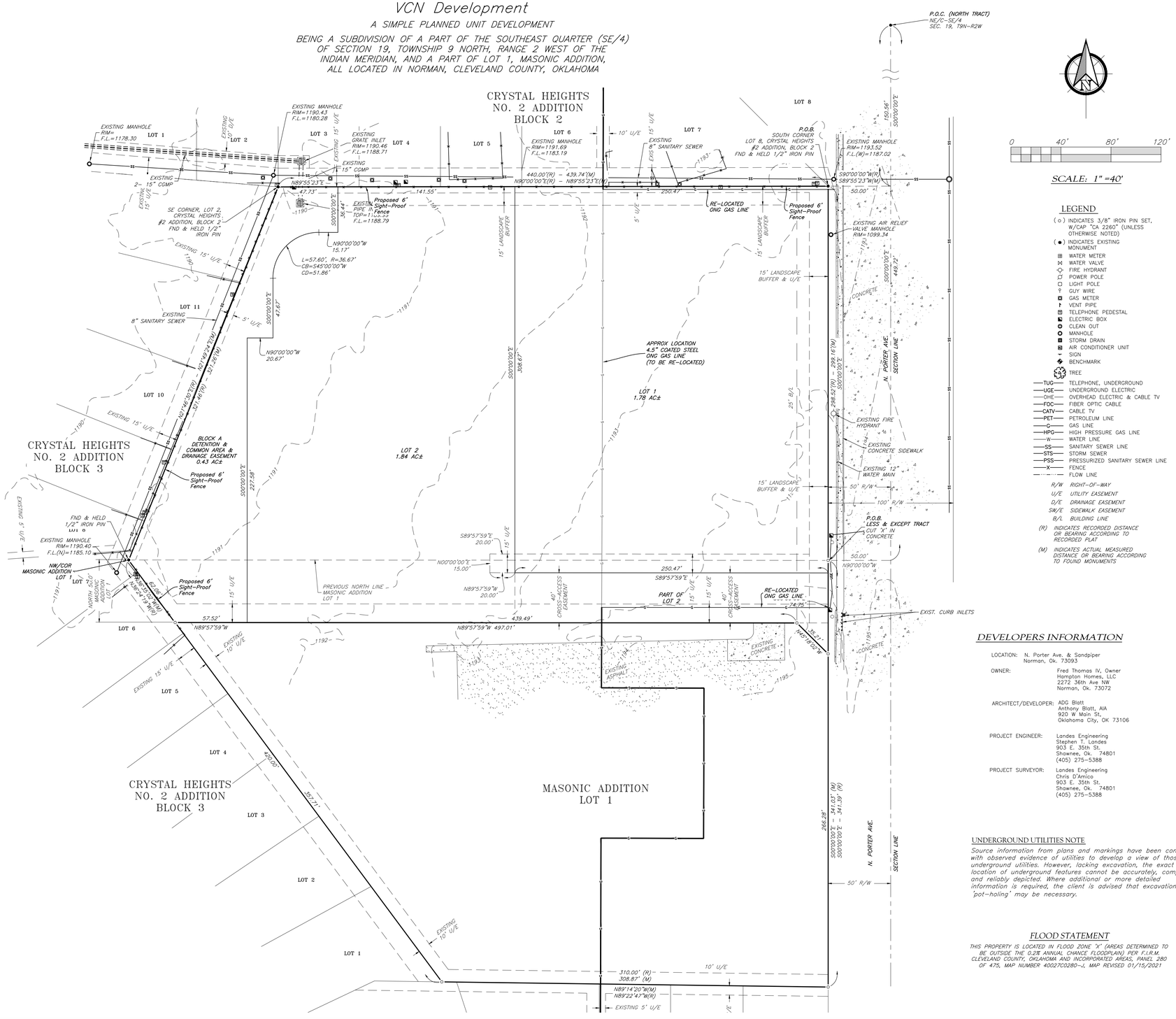
SCALE: 1" = 2000'

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 360
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 696,963.327
EASTING: 2,135,292.382
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1178.78
GEODETIC COORDINATES
NORTH LATITUDE: 35°14'49.7452"
WEST LONGITUDE: 97°26'29.0724"

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 393
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 691,702.045
EASTING: 2,135,478.859
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1192.87
GEODETIC COORDINATES
NORTH LATITUDE: 35°13'57.7000"
WEST LONGITUDE: 97°26'27.1756"



0 40' 80' 120'

SCALE: 1" =40'

LEGEND

- (○) INDICATES 3/8" IRON PIN SET, W/CAP "CA 2260" (UNLESS OTHERWISE NOTED)
- (●) INDICATES EXISTING MONUMENT
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- POWER POLE
- LIGHT POLE
- GUY WIRE
- GAS METER
- VENT PIPE
- TELEPHONE PEDESTAL
- ELECTRIC BOX
- CLEAN OUT
- MANHOLE
- STORM DRAIN
- AIR CONDITIONER UNIT
- SIGN
- BENCHMARK
- TREE
- TUG — TELEPHONE, UNDERGROUND
- UGE — UNDERGROUND ELECTRIC
- OHE — OVERHEAD ELECTRIC & CABLE TV
- FOC — FIBER OPTIC CABLE
- CATV — CABLE TV
- PET — PETROLEUM LINE
- G — GAS LINE
- HPG — HIGH PRESSURE GAS LINE
- W — WATER LINE
- SS — SANITARY SEWER LINE
- STS — STORM SEWER
- PSS — PRESSURIZED SANITARY SEWER LINE
- X — FENCE
- FLOW LINE
- R/W — RIGHT-OF-WAY
- U/E — UTILITY EASEMENT
- D/E — DRAINAGE EASEMENT
- SW/E — SIDEWALK EASEMENT
- B/L — BUILDING LINE
- (R) INDICATES RECORDED DISTANCE OR BEARING ACCORDING TO RECORDED PLAT
- (M) INDICATES ACTUAL MEASURED DISTANCE OR BEARING ACCORDING TO FOUND MONUMENTS

LEGAL DESCRIPTION:
(NORTH TRACT)

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 A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 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), S89°57'59"E(M) A DISTANCE OF 559.25(R), 559.17(M) FEET TO THE POINT OF BEGINNING.
CONTAINS 4.05 ACRES, MORE OR LESS, COMBINED.

LEGAL DESCRIPTION:
(SOUTH TRACT)

LOT ONE (1), BLOCK ONE (1), MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA

LESS AND EXCEPT

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:
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CONTAINS 0.63 ACRES, MORE OR LESS.
3.38 ACRES, MORE OR LESS, REMAINING.

DEVELOPERS INFORMATION

LOCATION: N. Porter Ave. & Sandpiper Norman, Ok. 73093

OWNER: Fred Thomas IV, Owner
Hampton Homes, LLC
2272 36th Ave NW
Norman, Ok. 73072

ARCHITECT/DEVELOPER: ADG Blatt
Anthony Blatt, AIA
920 W Main St.
Oklahoma City, OK 73106

PROJECT ENGINEER: Landes Engineering
Stephen T. Landes
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

PROJECT SURVEYOR: Landes Engineering
Chris D'Amico
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

UNDERGROUND UTILITIES NOTE

Source information from plans and markings have been combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation or 'pot-holing' may be necessary.

FLOOD STATEMENT

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER F.I.R.M. CLEVELAND COUNTY, OKLAHOMA AND INCORPORATED AREAS, PANEL 280 OF 475, MAP NUMBER 40027C0280-J, MAP REVISED 01/15/2021

LANDES ENGINEERING L.L.C.
www.landesengineering.net
903 E. 35th Street * P.O. BOX 1032
Shawnee, OK 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 EXP. 6-30-25

Client: Kayley Garriott/ADG Blatt
Project: VCN Development
Sheet Title: Preliminary Plat
Design: STL | Check: STL | Date: 01/29/2024
Drawn: mj
Sheet: 1 of 1

Revisions

No.	Date	Desc

OKLAHOMA REGISTERED PROFESSIONAL ENGINEER STEPHEN T. LANDES

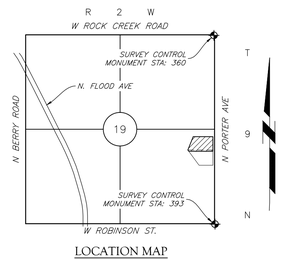
Stephen T. Landes P.E. #19539 Date

DEVELOPMENT PLANS

VCN Development

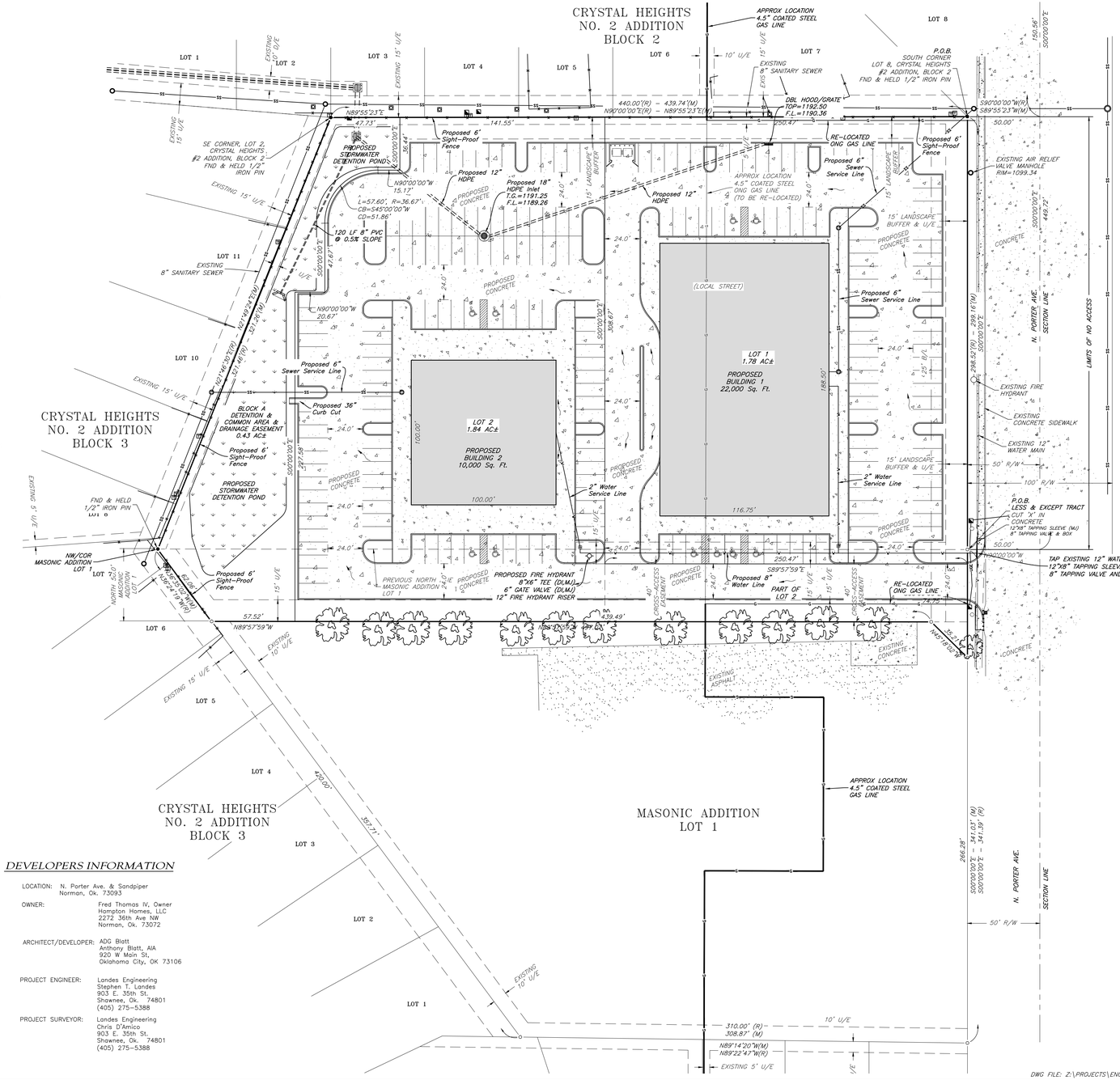
A SIMPLE PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, AND A PART OF LOT 1, MASONIC ADDITION, ALL LOCATED IN CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP

SCALE: 1" = 2000'



0 40' 80' 120'

SCALE: 1" =40'

LEGEND

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- FLOW LINE

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EASTING: 2,135,478.859
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1192.87
GEODETIC COORDINATES
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WEST LONGITUDE: 97°26'27.1756"

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 360
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HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 696,963.337
EASTING: 2,135,292.382
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1178.78
GEODETIC COORDINATES
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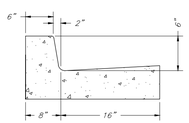

6" BARRIER CURB & GUTTER

NOT TO SCALE

(NORMAN STANDARD 'ST 11')

(SEE DETAIL, SHEET P-3)

DEVELOPERS INFORMATION

LOCATION: N. Porter Ave. & Sandpiper Norman, Ok. 73093

OWNER: Fred Thomas IV, Owner
Hampton Homes, LLC
2272 36th Ave NW
Norman, Ok. 73072

ARCHITECT/DEVELOPER: ADG Blatt
Anthony Blatt, AIA
920 W Main St.
Oklahoma City, OK 73106

PROJECT ENGINEER: Landes Engineering
Stephen T. Landes
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

PROJECT SURVEYOR: Landes Engineering
Chris D'Amico
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

UNDERGROUND UTILITIES NOTE

SOURCE INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

FLOOD STATEMENT

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER F.I.R.M. CLEVELAND COUNTY, OKLAHOMA AND INCORPORATED AREAS, PANEL 280 OF 475, MAP NUMBER 40027C0280--J, MAP REVISED 01/15--2021

LANDES ENGINEERING L.L.C.
www.landesengineering.net
903 E. 35th Street * P.O. BOX 1032
Shawnee, OK 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 EXP. 6-30-25

Client: Kayley Garriott/ADG Blatt
Project: VCN Development
Sheet Title: Title Sheet
Sheet: C - 1
Design: STL | Check: STL
Drawn: mj | Date: 1/29/2024

Revisions

No.	Date	Desc
1	10/10/2022	MARK-UPS PER CITY REVIEW

Stephen T. Landes OK #19539 Date

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 02/08/2024

REQUESTER: Anthony Blatt, on behalf of the Owner

PRESENTER: Lora Hoggatt, Planning Services Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-38: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1720 NORTH PORTER AVENUE)

APPLICANT/REPRESENTATIVE	Anthony Blatt, ADGBlatt, on behalf of the owner Hampton Investments Prime, L.L.C. – Owner
WARD	8
CORE AREA	No

BACKGROUND: The applicant is requesting to rezone the subject property from the Avadon Terrace SPUD, Simple Planned Unit Development, which allowed for a single-family residential development, to a new SPUD to allow for an office development with two lots, two buildings and associated parking. The subject property is approximately 4 acres. The property is currently vacant.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GBC24-01 January 16, 2024

The January meeting of the Greenbelt Commission was canceled due to inclement weather. Because this Commission is advisory to Planning Commission, the cancelation of meetings does not preclude items from moving forward. There are required sidewalks along Porter and no other trail designations.

PRE-DEVELOPMENT MEETING: PD23-41, January 25, 2024

The applicant explained there will be two buildings on the site, one used for a medical use and the other used as medical or office space. Neighbors were concerned with landscaping items, specifically a large ash tree at the corner of the lot and the types of trees to be planted. The applicant explained they've designed the site in order to leave the large tree undisturbed and explained the typical plants they use in their designs. The neighbors asked what kind of screening would be placed between the residential uses and the new development. The applicant explained there will be a 6' stockade fence along the property lines abutting residential properties. The neighbors were concerned about the parking lot lighting. The applicant explained they will meet the City requirements for full cut-off lights and they will be placed to shine toward the buildings and Porter and not toward the residential uses.

BOARD OF PARKS COMMISSIONERS:

A meeting with the Board of Parks Commissioners was not required for this application because it is a commercial development with no residential components.

ZONING ORDINANCE CITATION:

SEC 36-510 – 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 current zoning is Avadon Terrace SPUD, Simple Planned Unit Development, Ordinance No. O-2122-41, which allows for the development of single-family residential on smaller lots than typical R-1 developments.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: The proposed uses for the subject property are listed in Exhibit C. The applicant intends to use the property for a medical office in one building and another office in the second.

SITE PLAN/ACCESS: The site plan presented as Exhibit B in the SPUD Narrative shows an entrance to Lot 1 and Lot 2 from Porter Avenue. There is an existing traffic light at this intersection. Two buildings are proposed in this development. The building closest to the street is proposed to be approximately 22,000 square feet. The building to the west is proposed to be approximately 10,000 square feet. Parking is proposed around both buildings. The stormwater detention pond is proposed along the western boundary of the subject property.

LANDSCAPING: This development will include large trees to be planted in accordance with Appendix D of the Zoning Ordinance, Section 36-551, Landscaping Requirements for Off-Street Parking Facilities. The large tree at the northwest side of the lot will be preserved if possible. Large trees between the subject property and the Masonic Lodge to the south will remain.

SIGNAGE: All signs shall comply with the requirements outlined in the City's sign code, Chapter 28, Section 28-506, Office Zone Sign Standards.

LIGHTING: All exterior lighting shall be installed in conformance with the City of Norman's commercial outdoor lighting standards, as described in Section 36-549, as amended from time to time.

SANITATION/UTILITIES: The utility services for this development are existing. Roll off dumpsters will be used for temporary construction purposes.

PARKING: Parking shall be developed in compliance with the parking layout shown on Exhibit B Site Plan, subject to changes allowed by Chapter 36-510 (k). The parking shall be installed to Norman's applicable parking ordinances as amended from time to time.

SIDEWALKS: There is an existing sidewalk which runs adjacent to Porter Avenue. Sidewalks will be installed in compliance with the City of Norman's standards.

EXTERIOR BUILDING MATERIALS: The SPUD Narrative states the exterior materials will include masonry veneer, simulated stucco/exterior insulation and finish systems (EIFS), and concealed fastener architectural metal panels.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed uses for the SPUD, Simple Planned Unit Development, are similar to the existing office uses to the south of this proposal. City Staff does not anticipate negative traffic impacts – access is by way of a signalized intersection.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Items dealing with hydrants and fire code will be handled at the time of building permit.

PUBLIC WORKS/ENGINEERING: Please see the attached staff report from Engineering staff regarding the outstanding review items for this site.

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

UTILITIES: Items regarding water line design will be handled at building permit stage.

CONCLUSION:

Part of the requirements for a SPUD is to have an approved preliminary site development plan. Due to late submittal of the companion item: preliminary plat and preliminary site development plan, and ongoing review of those documents, this item does not have the required preliminary site development plan. The SPUD request cannot stand on its own merits, an approved preliminary site development plan must move forward with this item.

Staff forwards this request for rezoning to a new SPUD, Simple Planned Unit Development, and Ordinance No. O-2324-38 to the Planning Commission for consideration and recommendation to City Council.

VCN Development

A Simple Planned Unit Development

Norman, Oklahoma

APPLICANT:

ADG Blatt / Architect on behalf of the Developer

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Submitted December 1, 2023
Revisions January 29, 2024

PREPARED BY:

ADG Blatt
920 West Main Street
Oklahoma City, OK 73106
405-232-5700
ablatt@adgblatt.com

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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 commercial 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-1970s. 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 parking drive alignment that will be constructed on the south side of the property. The property is more particularly described on the attached Exhibit A (the "Property"). The Property is currently zoned Avadon Terrace Planned Unit Development, which does not accommodate the proposed commercial development, therefore, the Applicant seeks to rezone the Property to allow for the commercial site layout.

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 Avadon Terrace Planned Unit Development and the Property's NORMAN 2025 Land Use Plan Designation isLow Density Residential. 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 slopes from the Southeast to the Northwest comer of the property.

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 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 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 the south parking lot drive lane and the existing traffic light located at the intersection.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate commercial 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. Two (2) commercial lots are proposed in this development.

A. Uses Permitted:
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:

Minimum lot size shall be 40,000 square feet.

Front Yard:

The minimum depth of the front yard setback shall be twenty five (25') feet.

Rear Yard:

The minimum depth of the rear yard setback shall be fifteen (15') feet.

Lot Coverage: 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.

Maximum Height:

35'-0" and two stories in height.

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 36-510(k) of the City of Norman's SPUD Ordinance.

2. Signage

The entrance to the Property from Porter Avenue may contain entryway signage on a monument sign. 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.

3. Traffic Access/Circulation and Sidewalks

Access to the property is at the intersection of Porter Avenue and Sandpiper Lane which will align with the parking drive lane on the south side of the property. Sidewalks will be installed in compliance with the City's standards.

4. Landscaping/Parkland

Landscaping for the development shall be provided in accordance with City of Norman standards. Basis of design shall be provided for O-1, Office-Institutional District zoned properties. 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 access drive on the south side of the property to not impact the root system of the existing tree line. Trees must be selected from the list provided in Appendix D of the City of Norman Zoning Ordinance and be at least 2" caliper (diameter measured 6" above ground level).

5. Roll Off Dumpsters

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

Fencing and Screening

Fencing for the property will be installed in accordance with Section 36-552, Fencing, Walls, and Screening.

Lighting

All exterior lighting will be installed in accordance with Section 36-549, Commercial Outdoor Lighting Standards.

6. Exterior Building Materials

Exterior materials used in construction of the buildings will include the following:

Masonry Veneer
Simulated Stucco / Exterior Insulation and Finish Systems (EIFS)
Concealed fastener Architectural Metal Panels

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:

BEGNNING 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, 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 C
Allowable Uses

- Office buildings and offices for such professional services as follows:
  - Accountant
  - Architect
  - Attorney
  - Dentist or dental surgeon
  - Engineer
  - Geologist or geophysicist
  - Physician or surgeon
  - Registered nurse
- No retail sales nor stock of goods shall be permitted other than the incidental sale of merchandise within the above professional uses or a pharmacy which may be located only in a building providing space for medical offices.
- Childcare center as specified in NCC 36-566
-

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, February 08, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of February, 2024.

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

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

ROLL CALL

PRESENT
Cameron Brewer
Steven McDaniel
Liz McKown
Michael Jablonski
Erica Bird
Jim Griffith
Maria Kindel
Kevan Parker

ABSENT
Douglas McClure

A quorum was present.

STAFF PRESENT
Jane Hudson, Director of Planning & Community Development
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Beth Muckala, Assistant City Attorney
Scott Sturtz, Interim Director of Public Works
Todd McLellan, Development Engineer
Jack Burdett, Subdivision Development Coordinator
David Riesland, Transportation Engineer
Bryce Holland, Multimedia Specialist
Roné Tromble, Admin. Tech. IV

*

NORMAN 2025, SPUD Zoning & Preliminary Plat

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2324-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (1720 NORTH PORTER AVENUE)

   ITEMS SUBMITTED FOR THE RECORD:
   1. Staff Report
   2. NORMAN 2025 Map
   3. Pre-Development Summary

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-38: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1720 NORTH PORTER AVENUE)

   ITEMS SUBMITTED FOR THE RECORD:
   1. Staff Report
   2. Location Map
   3. Zoning Map
   4. SPUD Narrative with Exhibits A-C
   5. Preliminary Plat
   6. Development Plan
   7. Pre-Development Summary

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-13: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY ANTHONY BLATT, ON BEHALF OF THE OWNER FOR VCN DEVELOPMENT, A SIMPLE PLANNED UNIT DEVELOPMENT. (1720 NORTH PORTER AVENUE)

   ITEMS SUBMITTED FOR THE RECORD:
   1. Staff Report
   2. Transportation Impacts
   3. Location Map
   4. Preliminary Plat
   5. Development Plan
   6. Pre-Development Summary

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes.

Ms. Kindel asked if there will be a shared entry off Porter at the light. Ms. Hoggatt responded affirmatively.

PRESENTATION BY THE APPLICANT: Anthony Blatt is representing a client that wishes to purchase the property to put a medical facility on it, which the current zoning does not allow. The original land use plan allowed for institutional, but changed to residential when the most recent SPUD was done. They are proposing to develop two buildings on the site. The client has not purchased the property yet. The development plan shows a 22,000 sq. ft. office building on the east, and 10,000 sq. ft. office space. The buildings have not yet been designed. They would like to have all comments on the drainage calculations addressed when this goes to Council, so the client can purchase the property and go forward with design of the buildings.

Mr. Griffith asked if the buildings will be single story. Mr. Blatt responded affirmatively.

Ms. McKown noted the design shows the trees on the south border, but does not show the ash tree that the neighbors were concerned with. Mr. Blatt stated that the ash tree is to remain, and it needs to be shown on the site plan, and they are willing to amend the SPUD document to include it.

Mr. Brewer asked how the number of parking spaces was determined. Mr. Blatt explained that the client wants to make sure there is enough parking for staff and the people coming to the facility. They do exceed the current parking ordinance; they will be happy to make adjustments to meet the ordinance.

Ms. Kindel asked about the second building. Mr. Blatt said they will not be building the additional parking or the building until they know who will be occupying it. Ms. Kindel asked how many of the parking spaces shown on the plan will be for the first building. Mr. Blatt said approximately 2/3 of the parking spaces.

Mr. Griffith asked if there will be suites for rent. Mr. Blatt said it will be a single use medical facility in the larger building.

Ms. Bird asked for clarification on the lighting. Mr. Blatt responded that they want to be good neighbors. They are concerned about uniform light distribution for safety in the parking lot. They would be willing to work with staff and adjacent property owners to make sure the lights are appropriate.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Brewer asked what the parking requirement is. Ms. Hudson responded that the parking ordinance was recently changed from requirements to recommendations in the commercial, office and retail sectors. Mr. Brewer commented that he likes the single user, but thinks there needs to be more definition of the parking needs.

Mr. Jablonski was concerned with the amount of concrete, stormwater runoff, and h[illegible] that will be generated by the parking lot. He thinks there needs to be a tree buffer on the north and west.

Mr. Brewer asked if there is any type of buffer planned. Mr. Blatt said they plan a 6' sight-proof fence on the north and west and a 20' landscape border.

Ms. Bird commented on the lack of a stormwater report. Mr. McDaniel pointed out that they will have to meet the standards before their building permit will be approved.

Ms. Kindel is concerned about the number of parking spaces. She would also like to see greenspace in the northwest area.

Motion made by McDaniel, seconded by Parker, to recommend approval of Resolution No. R-2324-104, Ordinance No. O-2324-38, and PP-2324-13 to City Council.

Voting Yea: McDaniel, McKown, Bird, Griffith, Parker
Voting Nay: Brewer, Jablonski, Kindel

The motion to recommend approval of Resolution No. R-2324-104, Ordinance No. O-2324-38, and PP-2324-13 to City Council was adopted by a vote of 5-3.

*

File Attachments for Item:

21. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-13 PRELIMINARY PLAT FOR VCN DEVELOPMENT ADDITION, A SIMPLE PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED APPROXIMATELY ONE-HALF MILE NORTH OF ROBINSON STREET ON THE WEST SIDE OF PORTER AVENUE.)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 3/12/2024

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-13 PRELIMINARY PLAT FOR VCN DEVELOPMENT ADDITION, A SIMPLE PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED APPROXIMATELY ONE-HALF MILE NORTH OF ROBINSON STREET ON THE WEST SIDE OF PORTER AVENUE.)

BACKGROUND:

This item is a preliminary plat for VCN Development Addition, a Simple Planned Unit Development, that is generally located approximately one-half mile north of Robinson Street on the west side of Porter Avenue. The preliminary plat consists of 7.16 acres with Three (3) lots. The Masonic Lodge lot consist of 2.79 acres. The two (2) north lots consist of 4.37 acres. With the subdividing of the Masonic Lodge platted lot, a Replat will need to go through the process at a later date.

Planning Commission, at its meeting of February 8, 2024, recommended to City Council amending the NORMAN 2025 Land Use and Transportation Plan placing a portion of this property in the Office Designation and removing it from Residential Designation and recommended to City Council placing a portion of this property in the SPUD, Simple Planned Unit Development and removing it from SPUD, Simple Planned Unit Development. Also, Planning Commission recommended to City Council that the preliminary plat for VCN Development Addition, a Simple Planned Unit Development be approved.

DISCUSSION:

The proposed 32,000 square foot medical clinic/office development is expected to generate approximately 1,427 trips per day, 93 AM peak hour trips, and 278 PM peak hour trips. The development is proposed for location on the west side of Porter Avenue opposite Sandpiper Lane. Obviously being above the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer was required to submit a traffic information statement with this application. On behalf of the developer Landes Engineering, LLC, submitted the traffic information statement. No traffic operational issues are anticipated due to the development.

STREET	NO. OF LANES	BACKGROUND TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
Porter Avenue	4	13,991	1,427	15,418	34,200	40.91	45.08

The proposed development will access Porter Avenue through the existing traffic signal at Sandpiper Lane. Capacity exceeds demand in this area. As such, no additional off-site improvements are anticipated.

PUBLIC IMPROVEMENTS.

1. **Fire Hydrants**. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.

2. **Sanitary Sewers**. Sanitary sewer mains are existing..

3. **Sidewalks**. There is an existing sidewalk adjacent to Porter Avenue.

4. **Storm Sewers**. Stormwater runoff will be conveyed to proposed privately maintained detention facility.

5. **Streets**. Porter Avenue paving is existing.

6. **Water Mains**. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards to serve fire hydrants within the property. There is an existing 12-inch water main located within the Porter Avenue right-of-way

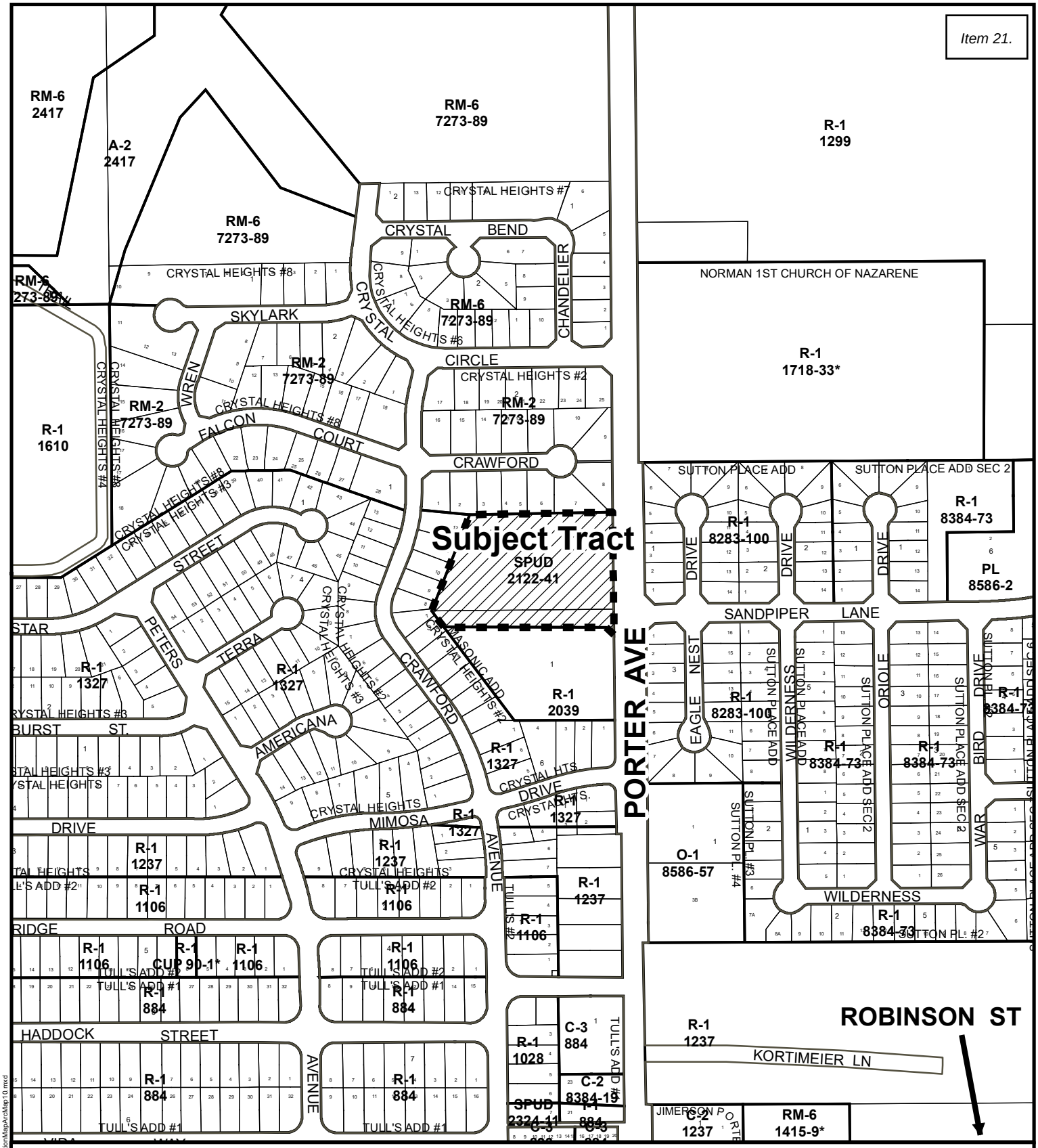
PUBLIC DEDICATIONS.

1, **Rights-of-Way and Easements**. All rights-of-way and easements will be dedicated to the City with final platting.

RECOMMENDATIONS:

Staff recommends approval of the preliminary plat for VCN Development Addition, a Simple Planned Unit Development.

Reviewed by: Scott Sturtz, Interim Director of Public Works
Jane Hudson, Director of Planning/Community Development
Chris Mattingly, Director of Utilities
Kathryn Walker, City Attorney
Darrel Pyle, City Manager



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.

N W E S

January 2, 2024

0 200 400 Ft.

Subject Tract

Zoning

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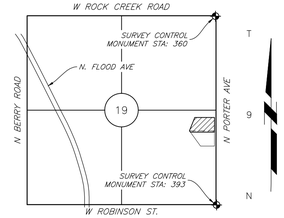
PRELIMINARY PLAT

VCN Development

A SIMPLE PLANNED UNIT DEVELOPMENT

BEING A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, AND A PART OF LOT 1, MASONIC ADDITION, ALL LOCATED IN NORMAN, CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP

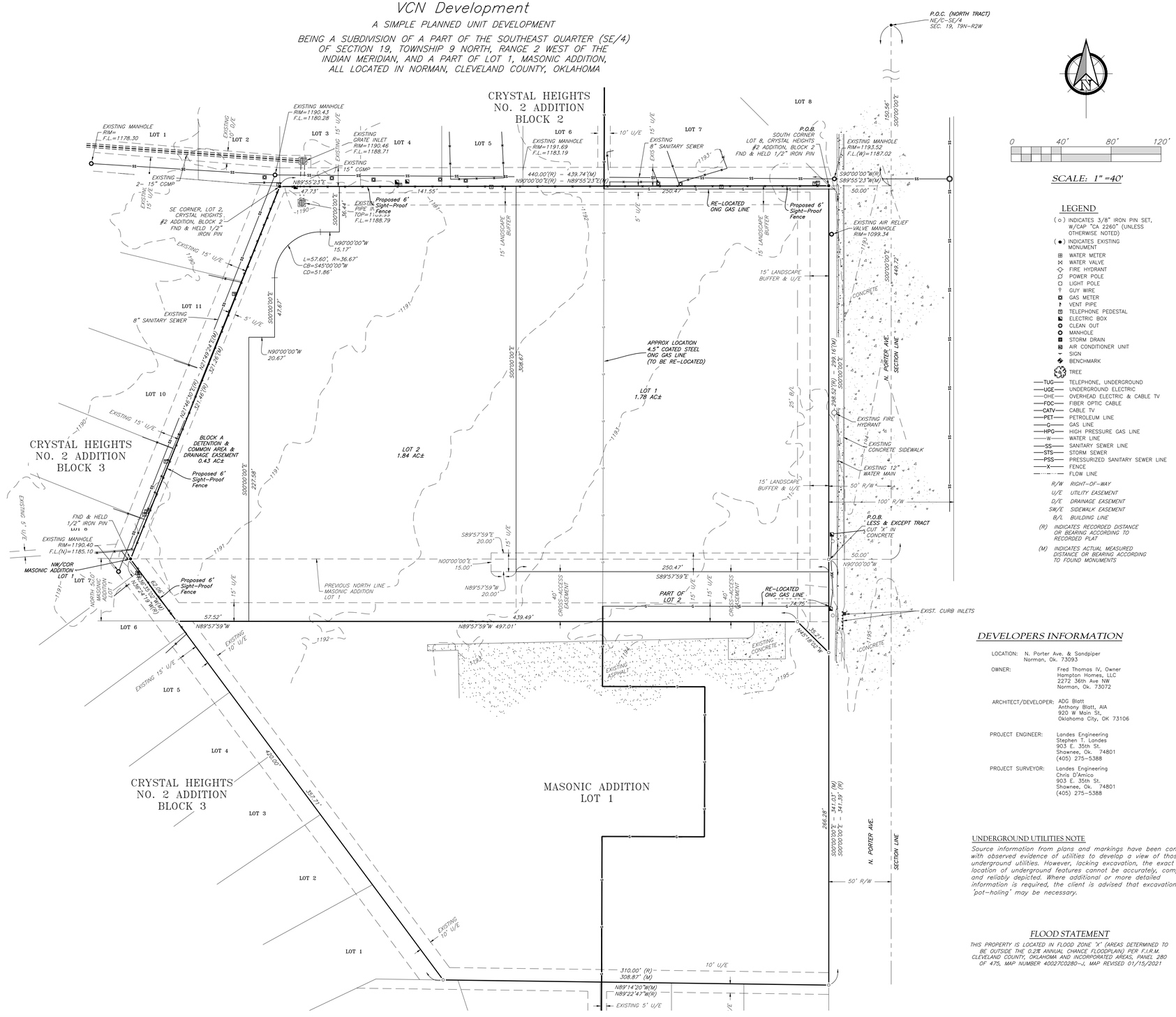
SCALE: 1" = 2000'

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 360
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 696,963.327
EASTING: 2,135,292.382
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1178.78
GEODETIC COORDINATES
NORTH LATITUDE: 35°14'49.7452"
WEST LONGITUDE: 97°26'29.0724"

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 393
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 691,702.045
EASTING: 2,135,478.859
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1192.87
GEODETIC COORDINATES
NORTH LATITUDE: 35°13'57.7000"
WEST LONGITUDE: 97°26'27.1756"



SCALE: 1" =40'

LEGEND

- (○) INDICATES 3/8" IRON PIN SET, W/CAP "CA 2260" (UNLESS OTHERWISE NOTED)
- (●) INDICATES EXISTING MONUMENT
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- POWER POLE
- LIGHT POLE
- GUY WIRE
- GAS METER
- VENT PIPE
- TELEPHONE PEDESTAL
- ELECTRIC BOX
- CLEAN OUT
- MANHOLE
- STORM DRAIN
- AIR CONDITIONER UNIT
- SIGN
- BENCHMARK
- TREE
- TUG — TELEPHONE, UNDERGROUND
- UGE — UNDERGROUND ELECTRIC
- OHE — OVERHEAD ELECTRIC & CABLE TV
- FOC — FIBER OPTIC CABLE
- CATV — CABLE TV
- PET — PETROLEUM LINE
- G — GAS LINE
- HPG — HIGH PRESSURE GAS LINE
- W — WATER LINE
- SS — SANITARY SEWER LINE
- STS — STORM SEWER
- PSS — PRESSURIZED SANITARY SEWER LINE
- X — FENCE
- FLOW LINE
- R/W — RIGHT-OF-WAY
- U/E — UTILITY EASEMENT
- D/E — DRAINAGE EASEMENT
- SW/E — SIDEWALK EASEMENT
- B/L — BUILDING LINE
- (R) INDICATES RECORDED DISTANCE OR BEARING ACCORDING TO RECORDED PLAT
- (M) INDICATES ACTUAL MEASURED DISTANCE OR BEARING ACCORDING TO FOUND MONUMENTS

LEGAL DESCRIPTION:
(NORTH TRACT)

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 A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 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), S89°57'59"E(M) A DISTANCE OF 559.25(R), 559.17(M) FEET TO THE POINT OF BEGINNING.
CONTAINS 4.05 ACRES, MORE OR LESS, COMBINED.

LEGAL DESCRIPTION:
(SOUTH TRACT)

LOT ONE (1), BLOCK ONE (1), MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA

LESS AND EXCEPT

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:
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CONTAINS 0.63 ACRES, MORE OR LESS.
3.38 ACRES, MORE OR LESS, REMAINING.

DEVELOPERS INFORMATION

LOCATION: N. Porter Ave. & Sandpiper Norman, Ok. 73093

OWNER: Fred Thomas IV, Owner
Hampton Homes, LLC
2272 36th Ave NW
Norman, Ok. 73072

ARCHITECT/DEVELOPER: ADG Blatt
Anthony Blatt, AIA
920 W Main St.
Oklahoma City, OK 73106

PROJECT ENGINEER: Landes Engineering
Stephen T. Landes
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

PROJECT SURVEYOR: Landes Engineering
Chris D'Amico
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

UNDERGROUND UTILITIES NOTE

Source information from plans and markings have been combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation or 'pot-holing' may be necessary.

FLOOD STATEMENT

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER F.I.R.M. CLEVELAND COUNTY, OKLAHOMA AND INCORPORATED AREAS, PANEL 280 OF 475, MAP NUMBER 40027C0280-J, MAP REVISED 01/15/2021

LANDES ENGINEERING L.L.C.
www.landesengineering.net
903 E. 35th Street * P.O. BOX 1032
Shawnee, OK 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 EXP. 6-30-25

Client: Kayley Garriott/ADG Blatt
Project: VCN Development
Sheet Title: Preliminary Plat
Design: STL | Check: STL | Date: 01/29/2024
Drawn: mj
Sheet: 1 of 1

Revisions

No.	Date	Desc

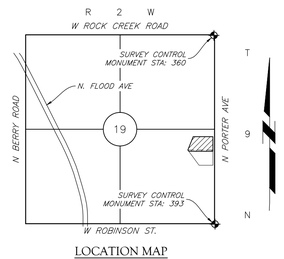
Stephen T. Landes P.E. #19539 Date

DEVELOPMENT PLANS

VCN Development

A SIMPLE PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, AND A PART OF LOT 1, MASONIC ADDITION, ALL LOCATED IN CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP

SCALE: 1" = 2000'

LEGAL DESCRIPTION:
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AND

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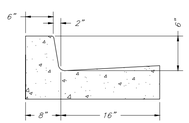
CONTAINS 0.63 ACRES, MORE OR LESS.
3.38 ACRES, MORE OR LESS, REMAINING.

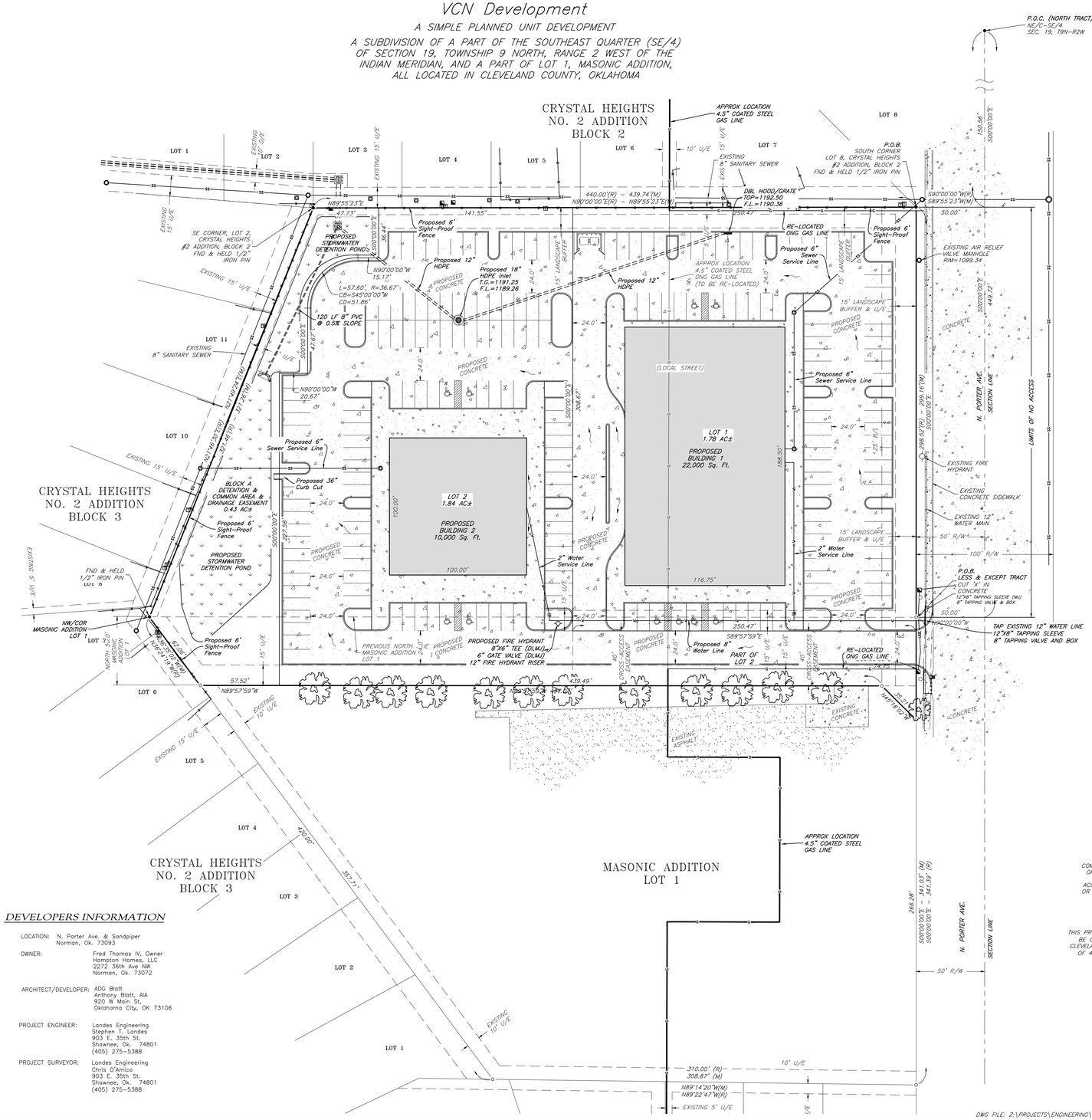


6" BARRIER CURB & GUTTER

NOT TO SCALE

(NORMAN STANDARD 'ST 11')

(SEE DETAIL, SHEET P-3)


CRYSTAL HEIGHTS NO. 2 ADDITION BLOCK 2
CRYSTAL HEIGHTS NO. 2 ADDITION BLOCK 3
CRYSTAL HEIGHTS NO. 2 ADDITION BLOCK 3
MASONIC ADDITION LOT 1
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 10
LOT 11
P.O.C. (NORTH TRACT) NE/C-SE/4 SEC. 19, T9N-R2W
P.O.B. SOUTH CORNER LOT 8, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2 FND & HELD 1/2" IRON PIN
SE CORNER, LOT 2, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2 FND & HELD 1/2" IRON PIN
NW/COR MASONIC ADDITION LOT 1
FND & HELD 1/2" IRON PIN
NORTH MASONIC ADDITION LOT 1
PREVIOUS NORTH MASONIC ADDITION LOT 1
APPROX LOCATION 4.5" COATED STEEL GAS LINE
APPROX LOCATION 4.5" COATED STEEL GAS LINE (TO BE RE-LOCATED)
RE-LOCATED ONG GAS LINE
ONG GAS LINE
OBL HOOD/GRATE TOP=1192.50 F.I.L.=1190.36
EXISTING 8" SANITARY SEWER
EXISTING AIR RELIEF VALVE MANHOLE RIM=1099.34
PROPOSED STORMWATER DETENTION POND
PROPOSED STORMWATER DETENTION POND
BLOCK A DETENTION & COMMON AREA & DRAINAGE EASEMENT 0.43 AC±
LOT 1 1.78 AC± PROPOSED BUILDING 1 22,000 Sq. Ft.
LOT 2 1.84 AC± PROPOSED BUILDING 2 10,000 Sq. Ft.
(LOCAL STREET)
N. PORTER AVE. SECTION LINE
LIMITS OF NO ACCESS
Proposed 12" HDPE
Proposed 18" HDPE Inlet T.G.=1191.25 F.I.=1189.26
120 LF 8" PVC @ 0.5% SLOPE
Proposed 6" Sight-Proof Fence
Proposed 6" Sewer Service Line
Proposed 36" Curb Cut
Proposed 2" Water Service Line
Proposed 8" Water Line
PROPOSED FIRE HYDRANT 8"X6" TEE (DI,MJ) 6" GATE VALVE (DI,MJ) 12" FIRE HYDRANT RISER
PART OF LOT 2
EXISTING FIRE HYDRANT
EXISTING CONCRETE SIDEWALK
EXISTING 12" WATER MAIN
TAP EXISTING 12" WATER LINE 12"X8" TAPPING SLEEVE 8" TAPPING VALVE AND BOX
P.O.B. LESS & EXCEPT TRACT CUT 'X' IN CONCRETE 12"X8" TAPPING SLEEVE (MJ) 8" TAPPING VALVE & BOX
15' LANDSCAPE BUFFER & U/E
PROPOSED CONCRETE
EXISTING CONCRETE
EXISTING ASPHALT
EXISTING 15' U/E
EXISTING 10' U/E
EXISTING 5' U/E
10' U/E
CROSS-ACCESS EASEMENT
50' R/W
100' R/W
N89°55'23"E 440.00'(R) - 439.74'(M)
N90°00'00"E(R) - N89°55'23"E(M)
S90°00'00"W(R) S89°55'23"W(M)
S00°00'00"E 150.56'
S00°00'00"E 298.52'(R) - 299.16'(M)
S00°00'00"E 449.72'
N89°57'59"W 497.01'
N89°57'59"W 559.25'(R) - 559.17'(M)
N21°46'30"E(R) - N21°49'24"E(M) 321.46'(R) - 321.26'(M)
N36°24'19"W(R) - N36°35'02"W(M) 62.29'
S89°57'59"E 250.47'
S89°57'59"E 439.49'
N89°57'59"W 57.52'
N89°14'20"W(M) N89°22'47"W(R) 310.00'(R) - 308.87'(M)
S00°00'00"E 266.28'
N00°00'00"E 266.28'
S00°00'00"E 308.67'
N00°00'00"E 308.67'
S00°00'00"E 327.38'
S00°00'00"E 327.71'
S00°00'00"E 188.50'
S00°00'00"E 100.00'
S00°00'00"E 116.75'
S00°00'00"E 24.00'
S00°00'00"E 24.00'
S00°00'00"E 24.00

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PRELIMINARY PLAT FOR VCN DEVELOPMENT ADDITION, A SIMPLE PLANNED UNIT DEVELOPMENT.

LOCATION: Generally located approximately one-half mile north of Robinson Street on the west side of Porter Avenue (1700 North Porter).

INFORMATION:

1. Owners. Hampton Investments Prime, L.L.C. and Norman Lodge 38 AF & AM.

2. Developer. ADG Blatt?

3. Engineer. Landes Engineering.

HISTORY:

1. Refer to the Planning Commission Staff Report, February 8, 2024.

2. February 8, 2024. Planning Commission, on a vote of 5-3, recommended to City Council the amending of the NORMAN 2025 Land Use and Transportation Plan for a portion of this property from Medium Density Residential Designation to Office Designation.

4. February 8, 2024. Planning Commission, on a vote of 5-3, recommended City Council approve a request to place a portion of this property in the SPUD, Simple Planned Unit Development and remove it from the SPUD, Simple Planned Unit Development.

5. February 8, 2024. Planning Commission, on a vote of 5-3 recommended to City Council that the preliminary plat for VCN Development Addition, a Simple Planned Unit Development.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, February 8, 2024.

PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, February 8, 2024.

ACTION NEEDED: Motion to approve or reject the preliminary plat for VCN Development Addition, a Simple Planned Unit Development..

ACTION TAKEN:_____

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-45 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: AshLynn Wilkerson, Assistant City Attorney

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-45 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

On February 2, 2023, Visit Norman delivered a presentation to the Business and Community Affairs Committee regarding the Oklahoma Film Friendly Community Program established by the Oklahoma Film + Music Office (OF+MO). This program allows for municipalities to be listed as a certified film friendly community with the OF+MO to help attract film and television productions to the area.

There are three requirements to receive the certification under this program: 1) designating a community liaison for the City, 2) submitting locations to the Oklahoma Locations Directory, and 3) establishing a film permit. Visit Norman has undertaken responsibility for the first two steps and needed the City's assistance with the third. This third step required City Staff to create an addendum to the existing special event permit for the required film permit as well as update the Special Events Ordinance (§20-300) to reflect the addition of the film permit.

On February 20, 2024, City Staff delivered a presentation regarding such changes to the Special Events Ordinance and permit at a City Council Study Session. The updates to the Special Events Ordinance are discussed below.

DISCUSSION:

Substantive Changes:

Sec. 20-3001 – Definitions

This section was modified to include a film or television production event in the definition of what constitutes a special event under the ordinance.

Sec. 20-3005 – Supporting Documents Required

This section was modified to establish the requirement of a film permit for film or television production special events. This permit will be an addendum to the existing special event permit and will have a fee associated with it, the fee reflected in Section 20-3004 as well as in Appendix A, the City of Norman Fee Schedule.

Sec. 20-3011 – Event Access Requirements

This section was modified to allow for an entire street closure, for a limited duration, for film or television production events to ensure ability to maintain closed sets and prevent the free flow of pedestrians in and out of production activities.

Appendix A – The City of Norman Fee Schedule

This section was modified to include the new film permit fees, the basis of the fee being the number of production days the film or television production event is to last. 0-3 production days at no charge, 4-15 production days at a $25 fee, and 16 or more production days at a $50 fee.

Grammar, Formatting, and Section Reference Changes:

Sec. 20-3002, Sec. 20-3003, Sec. 20-3004, Sec. 20-3005, Sec. 20-3006, Sec. 20-3007, Sec. 20-3008, Se. 20-3009, Sec. 20-3010, Sec. 20-3011, Sec. 20-3012, Sec. 20-3013, Sec. 20-3015, Sec. 20-3016, and Sec. 20-3017

These sections either contain: 1) grammar changes, such as the addition or removal of articles and commas, using gender neutral designations, and fixing capitalization issues; 2) formatting changes, such as the restructuring or renumbering of subsections for better clarity, removal of redundant language, and application of consistent numbering references throughout the ordinance (EX: ninety (90)); or 3) modifying internal section references to match the correct section of the NCC meant to be referenced.

RECOMMENDATION:

Staff forwards Ordinance O-2324-45 to Council for Consideration.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. THAT Section 20-3001 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3001. – Definitions

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

Operator means an individual, group of individuals, association, partnership, corporation, firm, company, or property owner who intends to hold or sponsor a special event but shall not include the City.

Special event means an outdoor meeting, festival, gathering, amusement, show, concert, or other activity that is expected to last two (2) or more hours, is open to the public, and is reasonably expected to attract one thousand (1,000) or more people at any time during the event, or any film or television production event of any size.

Special event area or site means any outdoor place which will be maintained, used, or operated for a special event or any location that is to be used for a film or television production event.

* * *

§ 2. THAT Section 20-3002 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3002. – Intent And Purpose

The City finds that unregulated special events may pose a threat to the health, safety, welfare, and environment of the community. Unregulated special events which attract large numbers of patrons, and their vehicles can prevent passage of emergency vehicles, obstruct entrances to homes and businesses, and impede the use of streets and sidewalks by the inhabitants. Unregulated special events can create situations which exceed the City's capacity to provide adequately for security, public safety, health, sanitation, parking, water,

medical care, lodging and waste disposal. Further, unregulated special events can harm sensitive environmental areas, create noise, congestion, and other nuisances which interfere with the inhabitants' peaceful enjoyment of their homes, businesses, and property. It is the intent of this Article to regulate special events. Therefore, the City Council adopts an ordinance to regulate special events and mitigate any adverse effects they may cause.

* * *

§ 3. THAT Section 20-3003 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3003. – Security, Fire, And EMS Approvals

(a) The Police Chief or their designee shall review the detailed security plan provided by the operator. The plan must provide measures that will be in place to ensure crowd control, protection of public and private property, and include steps to be taken to prevent trespassers from gaining access to the event site. The plan must include an explanation of how and when City police officers or private security officers will be deployed and where they will be located during, before, and after the event. The Police Chief or their designee will determine the number of police officers and/or private security officers required based on the number of persons reasonably expected to attend the event and on any other reasonably reliable information regarding security risks, if any, posed by the proposed special event.

(b) The Fire Chief or their designee and a Building Official or their designee from the Development Services Division must approve the proposed location and size of any fire lane, booth, tent, stage, and other equipment. The Fire Chief or their designee will determine the appropriate level of adequate fire protection equipment and personnel, if any, which will be required to provide adequate fire protection at the special event site. Fire Department personnel may conduct a compliance inspection at a permitted event.

(c) The Fire Chief or their designee shall review the number and type of emergency medical personnel, services, and equipment provided in the operator's proposed map of the event area. The operator must provide assurance that adequate first aid and emergency medical services are available at the site in light of the nature of the event, its expected duration, and the number of persons reasonably expected to attend.

* * *

§ 4. THAT Section 20-3004 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3004. – Permit Application And Approval Process

(a) To obtain a permit under this Article, an operator must submit an application to the City Clerk on a form prescribed by the City Clerk. The application must be submitted no less than ninety (90) days prior to the proposed date of the event. The City Clerk may waive this deadline at their discretion.

(b) An operator must submit the necessary fees, as determined by the City, after processing of the permit application. Determination of applicable fees depends on the size and the type of the event. These fees may include, but are not limited to, an electrical permit fee, a sign permit fee, a temporary food service fee, a solicitor/peddler license fee, street closure permit fee, a traffic-control fee, a park rental fee, a sanitation fee, a beer license fee, a noise variance fee, a building permit fee, and a film permit fee.

(c) Recognizing that many special events are unique and present their own special circumstances, the City Clerk is authorized to promulgate regulations to meet the intent of this Article and to waive or modify requirements of the ordinance or regulations to meet unique circumstances of a particular special event. Such a modification or waiver by the City Clerk shall be appealable to the City Manager and then to the City Council as desired by the applicant.

* * *

§ 5. THAT Section 20-3005 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3005. – Supporting Documents Required

An operator shall provide the following supporting documents for the application:

(a) A map of the event area showing the location of all street closures, fire lanes, barricades, booths or vendors, stages or production areas, portable toilets, location of water supplies, points of illumination, tents, trash containers, first aid stations, EMS stations, parking areas, public entry points, banners, and other equipment or materials the operator intends to place in the event area;

(b) A copy of the promotional literature the operator intends to use to advertise the event;

(c) The names and contact information of the promoter, the owner, and the sponsors of the event;

(d) A certificate of liability insurance in the amount and type of coverage required by the City that names the City as an additional insured, except that this section is not applicable to any governmental entity that is covered under the State Governmental Tort Claims Act, 51 O.S. § 151 et seq.;

(e) A statement that the operator has not violated the terms of a permit issued under this Chapter during the two (2) years immediately preceding the date of the application;

(f) If street closures are involved, a notice of the proposed closure(s) including statements that the operator has provided a map of the event area and the event's promotional literature to each property owner and tenant on streets affected by the proposed closure area;

(g) If for a film or television production event, the operator shall complete the addendum to the special event permit under this Article regarding the specifics of such film or television production event.

* * *

§ 6. THAT Section 20-3006 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3006. – Notice of Proposed Closure And Signature Requirement

(a) The notice of proposed street closure required by NCC 20-3005(f) shall be on a form approved by the City Clerk and must include:

(1) The original signature of each affected person, including the typed or printed name of the affected person and a notation that the signer either supports or opposes the street closure; and

a. The term "affected person" means those who have a legal right to possession of any premises to which access will be restricted due to said proposed street closure. If there are multiple affected persons in a single building, only one (1) affected person from each unit within the building will be required to sign;

(2) An affidavit by the person circulating the notice that the circulator provided each affected person with a copy of the map of the street closure area and the promotional literature for the event at the time the person signed the form.

(b) The City Clerk may not issue a permit unless the notice submitted by the operator under this Section contains signatures from affected persons supporting the street closure as follows:

(1) In commercially zoned areas, seventy-five percent (75%) of the affected persons must support the street closure. In residentially zoned areas, ninety percent (90%) of the affected persons must support the street closure; and

(2) The City Clerk shall count an affected person's failure to sign the notice as opposition to the street closure, unless the operator demonstrates that the operator attempted to contact the affected person as required by NCC 20-3005~~6~~(~~3~~a).

(c) An operator who is unable to obtain the signature of an affected person on the notice shall mail to the affected person by certified mail, return receipt requested, a portion of the notice form requesting the person's signature and the promotional literature for the event. An operator must include a pre-addressed, postage paid, return envelope with the notice. The operator must address ~~by~~ the return envelope and certified mail receipt to the City Clerk's office. An operator must deliver to the City Clerk's office all unclaimed notice envelopes that are returned to the operator.

(d) The operator must also comply with all other requirements contained within the street closure permit application itself.

* * *

§ 7. THAT Section 20-3007 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3007. – Recalculation Of Signature Requirement

(a) An operator who requests a reduction in the signature requirement must demonstrate that the operator:

(1) Complied with NCC 20-3006(c); and

(2) Mailed the certified letter required by that subsection at least ten (10) days before the date of the request for recalculation of the signature requirement.

(b) If the City Clerk determines that an operator meets the requirements of Subsection (a) of this Section, the City Clerk shall recalculate the number of signatures required to satisfy NCC 20-3006(~~a~~b)(~~3~~1). The City Clerk may not include in the recalculation those affected persons who did not sign the notice and reply to the registered letter.

* * *

§ 8. THAT Section 20-3008 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3008. – Determination On Application

The City Clerk shall approve or deny an application in writing no later than the fifteenth (15^{th}) working day after the City Clerk has received all supporting documentation pertinent to the application. The City Clerk shall state the reasons for the denial of an application.

* * *

§ 9. THAT Section 20-3009 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3009. – Appeal Of Denial Of Application

(a) An operator who has been denied a permit may make application for relief from portions of this Article or from the City Clerk's determination to the City Manager. Such appeal must be made within ten (10) working days from the date of the City Clerk's determination and only after all issues relevant to the permit process have been determined. Upon receipt of the appeal, the City Manager will then have up to ten (10) working days to grant relief upon an adequate showing that undue hardship would be suffered if not granted.

(b) After having been denied relief by the City Manager, as provided in Subsection (a) of this Section, the operator shall have the right of appeal to the Council of the City. Such appeal shall be taken by filing with the City Clerk, within ten (10) working days after denial of relief by the City Manager, a written statement setting forth fully the grounds for the appeal. After receipt of the written statement, the City Clerk shall schedule the appeal for hearing by the City Council on the next regular agenda. The operator shall be notified of the time of the hearing at least seven (7) days prior to such hearing. Proper mailing to the address shown on the application shall be adequate notification. The decision and order of the Council on such appeal shall be final and conclusive.

* * *

§ 10. THAT Section 20-3010 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3010. – Approval And Issuance of Permit

(a) The City Clerk shall only issue a permit to the operator if:

(1) The application complies with this Chapter and guidelines approved under this Chapter; and

(2) The map of the area showing the location of services, street closures, and equipment for the event is approved.

(b) For the purposes of this Article only, City zoning ordinances are not grounds for denial of a permit.

(c) The City Clerk may not issue a permit until the operator has paid all the permit fees associated with the event.

* * *

§ 11. THAT Section 20-3011 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3011. – Event Access Requirements

(a) A permittee may not block off a street in a manner that prevents the free movement of pedestrians into and out of the closure area. Notwithstanding, film or television production events may request for streets to be entirely closed to the public for a limited duration.

(b) If an entry fee is charged for an event, a permittee may not charge the fee to:

(1) A person who resides or operates a business in the event area; or

(2) A customer of or a person making a delivery to a business or residence in the event area.

(c) A permittee shall post a sign at each entrance and exit to the event area visible to all patrons entering the area that includes the amount of the entry fee, if any, and the rules of access to the event. A permittee must post the sign required under this section during the time the entry fee is in effect.

* * *

§ 12. THAT Section 20-3012 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3012. – Safety Requirements

(a) A permittee must supply adequate personnel for security and crowd control. A security agent employed under this section must:

(1) Be in uniform;

(2) Be able to contact the City Police or Emergency Medical Services if necessary; and

(3) Not consume an alcoholic beverage or participate in the event.

(b) A permittee shall provide emergency medical personnel and EMS stations as approved by the Fire Chief or their designee.

(c) A permittee shall comply with the Uniform Fire Code and the Fire Department's street closure guidelines and maintain adequate fire lanes within the event area.

(d) If alcoholic beverages are to be sold at the event, a permittee shall comply with all requirements of the Alcohol Beverage Licensing Enforcement Commission, State Tax Commission, County Court Clerk's office, and City Code of Ordinances.

(e) The operator must provide adequate illumination at night to protect the safety of the persons in attendance. Lighting must be adequate to protect safety but must not unduly impact neighboring properties.

(f) The operator must provide an adequate, safe supply of potable water. In addition, there must be access to adequate water supply to extinguish any fire at the site. The plan must detail the source and location of the water supplies.

(g) Banners are allowed to be secured above City streets only while the street is closed to traffic and only during the duration of the special event. However, these banners must comply with the following conditions:

(1) Banners are only permitted to be secured above two-lane streets.

(2) Banners must be properly permitted by the Director of Public Works or ~~his~~ their designee and the Building Official or their designee. To be permitted, the

operator must show that the plans for the proposed banner have been sealed by a licensed engineer.

(3) No special event operator may erect more than two (2) banners across closed streets.

(4) The permit fee to erect each banner is~~,~~ as provided in the City fee schedule.

* * *

§ 13. THAT Section 20-3013 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3013. – Health Requirements

(a) If food or beverages will be sold at the event, all relevant State Department of Health and City regulations must be followed, and appropriate licenses must be obtained.

(1) These requirements include valid food handlers' licenses for each person staffing the booths and compliance with temporary establishment requirements of State Health Department Rule 310:257. However, if the special event is a farmers' market properly registered with the State Department of Agriculture, the Department of Agriculture and the State Department of Health do not require duplicate permitting.

(2) To obtain a temporary food license from the City, a permittee must pay a fee, as provided in the City fee schedule, per food vendor expected to operate at the special event. If unexpected or additional vendors participate in the event, the fees for those vendors may be paid up to sixty (60) days following the end of the event.

(b) If food or beverage booths are used during an event, a permittee shall spray-clean the sidewalk and area around the food and beverage booth with water within twenty-four (24) hours from the end of the event or prior to reopening the street, whichever is earlier.

(c) If a permittee fails to promptly spray clean the sidewalk and area around a food and beverage booth~~,~~ within twenty-four (24) hours after the end of the event or prior to reopening the street, whichever is earlier, the City shall provide the clean-up and charge the permittee the incurred costs of the clean-up.

(d) The permittee must arrange for the City Sanitation Department to provide an adequate number of trash receptacles, dumpsters, and containers for recyclables for the event.

(e) If the permittee fails to promptly clean up trash and remove debris from the event site within twenty-four (24) hours from the end of the event or prior to reopening the street, whichever is earlier, the City shall provide the clean-up and charge the permittee the incurred costs of the clean-up.

(f) A permittee shall provide an adequate number of portable toilets based on the estimated number of participants at the event as specified by the State Department of Health. A permittee may not place a portable toilet within twenty-five (25) feet of an entryway to an adjacent business or residence, unless the adjacent property owner or tenant approves a distance of less than twenty-five (25) feet.

* * *

§ 14. THAT Section 20-3015 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3015. – Solicitor/Peddler Permit Process

(a) If the sponsor of the event plans to include individual vendors as part of the event, the sponsor will have to obtain a solicitor/peddler permit.

(b) The cost of the permit will be~~,~~ as provided for in the City fee schedule for each vendor expected to operate at the special event. If unexpected or additional vendors participate in the event, the fees for those vendors may be paid up to sixty (60) days following the end of the event.

(c) This section applies to all special events held under this Article, including special events in parks.

* * *

§ 15. THAT Section 20-3016 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3016. – Exemption For The City

Special events sponsored by the City are exempt from the fees associated with this Article. However, vendors operating under the umbrella of a City-sponsored event will still be required to pay for a solicitor/peddler permit.

* * *

§ 16. THAT Section 20-3017 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3017. – Offense And Penalty

(a) A person commits an offense if the person violates the terms of a street closure permit, closes a street without a permit, damages or destroys any City property or violates any provisions of this Article.

(b) An offense under this Section is a misdemeanor punishable in accordance with NCC 20-113.

(c) A permittee who is convicted of violating the terms of a permit issued under this Article may not apply for or receive another permit for two (2) years after the date of revocation.

* * *

§ 17. THAT Appendix A "City of Norman Fee Schedule" of the Code of Ordinances of the City of Norman shall be amended to read as follows:

20-3004	Film permit, special events:	
	0-3 production days	$0.00
	4-15 production days	$25.00
	16 or more production days	$50.00

* * *

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

ADOPTED this _____ day

of _____, 2024.

_____
Larry Heikkila, Mayor

NOT ADOPTED this _____ day

of _____, 2024.

_____
Larry Heikkila, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. THAT Section 20-3001 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3001. – Definitions

The following words, terms, and phrases, when used in this ~~a~~Article shall have the meanings ascribed to them in this ~~s~~Section, except where the context clearly indicates a different meaning.

Operator means an individual, group of individuals, association, partnership, corporation, firm, company, or property owner who intends to hold or sponsor a special event but shall not include the City.

Special event means an outdoor meeting, festival, gathering, amusement, show, concert, or other activity that is expected to last two (2) or more hours, is open to the public, and is reasonably expected to attract one thousand (1,000) or more people at any time during the event, or any film or television production event of any size.

Special event area or site means any outdoor place which will be maintained, used, or operated for a special event or any location that is to be used for a film or television production event.

* * *

§ 2. THAT Section 20-3002 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3002. – Intent And Purpose

The City finds that unregulated special events may pose a threat to the health, safety, welfare, and environment of the community. Unregulated special events which attract large numbers of patrons, and their vehicles can prevent passage of emergency vehicles, obstruct entrances to homes and businesses, and impede the use of streets and sidewalks by the inhabitants. Unregulated special events can create situations which exceed the City's capacity to provide adequately for security, public safety, health, sanitation, parking, water,

medical care, lodging and waste disposal. Further, unregulated special events can harm sensitive environmental areas, create noise, congestion, and other nuisances which interfere with the inhabitants' peaceful enjoyment of their homes, businesses, and property. It is the intent of this ~~a~~Article to regulate special events. Therefore, the City Council adopts an ordinance to regulate special events and mitigate any adverse effects they may cause.

* * *

§ 3. THAT Section 20-3003 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3003. – Security, Fire, And EMS Approvals

(a) The Police Chief or ~~his~~ their designee shall review the detailed security plan provided by the operator. The plan must provide measures that will be in place to ensure crowd control, protection of public and private property, and include steps to be taken to prevent trespassers from gaining access to the event site. The plan must include an explanation of how and when City police officers or private security officers will be deployed and where they will be located during, before, and after the event. The Police Chief or ~~his~~ their designee will determine the number of police officers and/or private security officers required based on the number of persons reasonably expected to attend the event and on any other reasonably reliable information regarding security risks, if any, posed by the proposed special event.

(b) The Fire Chief or ~~his~~ their designee and a Building Official or ~~his~~ their designee from the Development Services Division must approve the proposed location and size of any fire lane, booth, tent, stage, and other equipment. The Fire Chief or ~~his~~ their designee will determine the appropriate level of adequate fire protection equipment and personnel, if any, which will be required to provide adequate fire protection at the special event site. Fire Department personnel may conduct a compliance inspection at a permitted event.

(c) The Fire Chief or ~~his~~ their designee shall review the number and type of emergency medical personnel, services, and equipment provided in the operator's proposed map of the event area. The operator must provide assurance that adequate first aid and emergency medical services are available at the site in light of the nature of the event, its expected duration, and the number of persons reasonably expected to attend.

* * *

§ 4. THAT Section 20-3004 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3004. – Permit Application And Approval Process

(a) To obtain a permit under this Article~~chapter~~, an operator must submit an application to the City Clerk on a form prescribed by the City Clerk. The application must be submitted no less than ninety (90) days prior to the proposed date of the event. The City Clerk may waive this deadline at ~~his~~ their discretion.

(b) An operator must submit the necessary fees, as determined by the City, after processing of the permit application. Determination of applicable fees depends on the size and the type of the event. These fees may include, but are not limited to, an electrical permit fee, a sign permit fee, a temporary food service fee, a solicitor/peddler license fee, street closure permit fee, a traffic-control fee, a park rental fee, a sanitation fee, a beer license fee, a noise variance fee, ~~and~~ a building permit fee, and a film permit fee.

(c) Recognizing that many special events are unique and present their own special circumstances, the City Clerk is authorized to promulgate regulations to meet the intent of this ~~a~~Article and to waive or modify requirements of the ordinance or regulations to meet unique circumstances of a particular special event. Such a modification or waiver by the City Clerk shall be appealable to the City Manager and then to the City Council as desired by the applicant.

* * *

§ 5. THAT Section 20-3005 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3005. – Supporting Documents Required

An operator shall provide the following supporting documents for the application:

(a) A map of the event area showing the location of all street closures, fire lanes, barricades, booths or vendors, stages or production areas, portable toilets, location of water supplies, points of illumination, tents, trash containers, first aid stations, EMS stations, parking areas, public entry points, banners, and other equipment or materials the operator intends to place in the event area;

(b) A copy of the promotional literature the operator intends to use to advertise the event;

(c) The names and contact information of the promoter, the owner, and the sponsors of the event;

(d) A certificate of liability insurance in the amount and type of coverage required by the City that names the City as an additional insured, except that this section is not applicable to any governmental entity that is covered under the State Governmental Tort Claims Act, 51 O.S. § 151 et seq.;

(e) A statement that the operator has not violated the terms of a permit issued under this ~~c~~Chapter during the two (2) years immediately preceding the date of the application;

(f) If street closures are involved, a notice of the proposed closure(s) including statements that the operator has provided a map of the event area and the event's promotional literature to each property owner and tenant on streets affected by the proposed closure area~~.~~;

(g) If for a film or television production event, the operator shall complete the addendum to the special event permit under this Article regarding the specifics of such film or television production event.

* * *

§ 6. THAT Section 20-3006 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3006. – Notice of Proposed Closure And Signature Requirement

(a) The notice of proposed street closure required by NCC 20-3005(f) shall be on a form approved by the City Clerk and must include:

~~(1) The term "affected person" means those who have a legal right to possession of any premises to which access will be restricted due to said proposed street closure. If there are multiple affected persons in a single building, only one affected person from each unit within the building will be required to sign;~~

(~~2~~1) The original signature of each affected person, including the typed or printed name of the affected person and a notation that the signer either supports or opposes the street closure; and

a. The term "affected person" means those who have a legal right to possession of any premises to which access will be restricted due to said proposed street closure. If there are multiple affected persons in a single building, only one (1) affected person from each unit within the building will be required to sign;

(~~3~~2) An affidavit by the person circulating the notice that the circulator provided each affected person with a copy of the map of the street closure area and the promotional literature for the event at the time the person signed the form.

(b) The City Clerk may not issue a permit unless the notice submitted by the operator under this ~~article~~ Section contains signatures from affected persons supporting the street closure as follows:

(1) In commercially zoned areas, seventy-five ~~75~~ percent (75%) of the affected persons must support the street closure. In residentially zoned areas, ninety ~~90~~ percent (90%) of the affected persons must support the street closure; and

(2) The City Clerk shall count an affected person's failure to sign the notice as opposition to the street closure, unless the operator demonstrates that the operator attempted to contact the affected person as required by NCC 20-300~~5~~6(~~3~~a).

(c) An operator who is unable to obtain the signature of an affected person on the notice shall mail to the affected person by certified mail, return receipt requested, a portion of the notice form requesting the person's signature and the promotional literature for the event.

An operator must include a pre-addressed, postage paid, return envelope with the notice. The operator must address ~~by~~ the return envelope and certified mail receipt to the City Clerk's office. An operator must deliver to the City Clerk's office all unclaimed notice envelopes that are returned to the operator.

(d) The operator must also comply with all other requirements contained within the street closure permit application itself.

* * *

§ 7. THAT Section 20-3007 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3007. – Recalculation Of Signature Requirement

(a) An operator who requests a reduction in the signature requirement must demonstrate that the operator:

(1) Complied with NCC 20-3006(c); and

(2) Mailed the certified letter required by that subsection at least ten (10) days before the date of the request for recalculation of the signature requirement.

(b) If the City Clerk determines that an operator meets the requirements of ~~s~~Subsection (a) of this ~~s~~Section, the City Clerk shall recalculate the number of signatures required to satisfy NCC 20-3006(~~a~~b)(~~3~~1). The City Clerk may not include in the recalculation those affected persons who did not sign the notice and reply to the registered letter.

* * *

§ 8. THAT Section 20-3008 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3008. – Determination On Application

The City Clerk shall approve or deny an application in writing no later than the fifteenth (15^{th}) working day after the City Clerk has received all supporting documentation pertinent to the application. The City Clerk shall ~~S~~state the reasons for the denial of an application.

* * *

§ 9. THAT Section 20-3009 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3009. – Appeal Of Denial Of Application

(a) An operator who has been denied a permit may make application for relief from portions of this ~~a~~Article or from the City Clerk's determination to the City Manager. Such appeal must be made within ten (10) working days from the date of the City Clerk's

determination and only after all issues relevant to the permit process have been determined. Upon receipt of the appeal, the City Manager will then have up to ten (10) working days to grant relief upon an adequate showing that undue hardship would be suffered if not granted.

(b) After having been denied relief by the City Manager, as provided in ~~s~~Subsection (a) of this ~~s~~Section, the operator shall have the right of appeal to the Council of the City. Such appeal shall be taken by filing with the City Clerk, within ten (10) working days after denial of relief by the City Manager, a written statement setting forth fully the grounds for the appeal. After receipt of the written statement, the City Clerk shall schedule the appeal for hearing by the City Council on the next regular agenda. The operator shall be notified of the time of the hearing at least seven (7) days prior to such hearing. Proper mailing to the address shown on the application shall be adequate notification. The decision and order of the Council on such appeal shall be final and conclusive.

* * *

§ 10. THAT Section 20-3010 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3010. – Approval And Issuance of Permit

(a) The City Clerk shall only issue a permit to the operator if: ~~the application complies with this chapter and guidelines approved under this chapter and approves the map of the area showing the location of services, street closures, and equipment for the event. For the purposes of this article, City zoning ordinances are not grounds for denial of a permit.~~

(1) The application complies with this Chapter and guidelines approved under this Chapter; and

(2) The map of the area showing the location of services, street closures, and equipment for the event is approved.

(b) For the purposes of this Article only, City zoning ordinances are not grounds for denial of a permit.

(~~b~~c) The City Clerk may not issue a permit until the operator has paid all the permit fees associated with the event.

~~(c) The City Clerk may not issue a permit unless the description of the event in the application and related documents meet the requirements of NCC 20-3005.~~

* * *

§ 11. THAT Section 20-3011 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3011. – Event Access Requirements

(a) A permittee may not block off a street in a manner that prevents the free movement of pedestrians into and out of the closure area. Notwithstanding, film or television production events may request for streets to be entirely closed to the public for a limited duration.

(b) If an entry fee is charged for an event, a permittee may not charge the fee to:

(1) A person who resides or operates a business in the event area; or

(2) A customer of or a person making a delivery to a business or residence in the event area.

(c) A permittee shall post a sign at each entrance and exit to the event area visible to all patrons entering the area that includes the amount of the entry fee, if any, and the rules of access to the event. A permittee must post the sign required under this section during the time the entry fee is in effect.

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§ 12. THAT Section 20-3012 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3012. – Safety Requirements

(a) A permittee must supply adequate personnel for security and crowd control. A security agent employed under this section must:

(1) Be in uniform;

(2) Be able to contact the City Police or Emergency Medical Services if necessary; and

(3) Not consume an alcoholic beverage or participate in the event.

(b) A permittee shall provide emergency medical personnel and EMS stations as approved by the Fire Chief or ~~his~~ their designee.

(c) A permittee shall comply with the Uniform Fire Code and the Fire Department's street closure guidelines and maintain adequate fire lanes within the event area.

(d) If alcoholic beverages are to be sold at the event, a~~A~~ permittee shall comply with all requirements of the Alcohol Beverage Licensing Enforcement Commission, State Tax Commission, County Court Clerk's office, and City Code of Ordinances ~~if alcoholic beverages are to be sold at the event~~.

(e) The operator must provide adequate illumination at night to protect the safety of the persons in attendance. Lighting must be adequate to protect safety but must not unduly impact neighboring properties.

(f) The operator must provide an adequate, safe supply of potable water. In addition, there must be access to adequate water supply to extinguish any fire at the site. The plan must detail the source and location of the water supplies.

(g) Banners are allowed to be secured above City streets only while the street is closed to traffic and only during the duration of the special event. However, these banners must comply with the following conditions:

(1) Banners are only permitted to be secured above two-lane streets.

(2) Banners must be properly permitted by the Director of Public Works or ~~his~~ their designee and the Building Official or ~~his~~ their designee. To be permitted, the operator must show that the plans for the proposed banner have been sealed by a licensed engineer.

(3) No special event operator may erect more than two (2) banners across closed streets.

(4) The permit fee to erect each banner is~~,~~ as provided in the City fee schedule.

* * *

§ 13. THAT Section 20-3013 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3013. – Health Requirements

(a) If food or beverages will be sold at the event, all relevant State Department of Health and City regulations must be followed, and appropriate licenses must be obtained.

(1) These requirements include valid food handlers' licenses for each person staffing the booths and compliance with temporary establishment requirements of State Health Department Rule 310:257. However, if the special event is a farmers' market properly registered with the State Department of Agriculture, the Department of Agriculture and the State Department of Health do not require duplicate permitting.

(2) To obtain a temporary food license from the City, a permittee must pay a fee, as provided in the City fee schedule, per food vendor expected to operate at the special event. If unexpected or additional vendors participate in the event, the fees for those vendors may be paid up to sixty (60) days following the end of the event.

(b) If food or beverage booths are used during an event, a permittee shall spray-clean the sidewalk and area around the food and beverage booth with water within twenty-four (24) hours from the end of the event or prior to reopening the street, whichever is earlier.

(c) If a permittee fails to promptly spray clean the sidewalk and area around a food and beverage booth~~,~~ within twenty-four (24) hours after the end of the event or prior to

reopening the street, whichever is earlier, the City shall provide the clean-up and charge the permittee the incurred costs of the clean-up.

(d) The permittee must arrange for the City Sanitation Department to provide an adequate number of trash receptacles, dumpsters, and containers for recyclables for the event.

(e) If the permittee fails to promptly clean up trash and remove debris from the event site within twenty-four (24) hours from the end of the event or prior to reopening the street, whichever is earlier, the City shall provide the clean-up and charge the permittee the incurred costs of the clean-up.

(f) A permittee shall provide an adequate number of portable toilets based on the estimated number of participants at the event as specified by the State Department of Health. A permittee may not place a portable toilet within twenty-five (25) feet of an entryway to an adjacent business or residence, unless the adjacent property owner or tenant approves a distance of less than twenty-five (25) feet.

* * *

§ 14. THAT Section 20-3015 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3015. – Solicitor/Peddler Permit Process

(a) If the sponsor of the event plans to include individual vendors as part of the event, the sponsor will have to obtain a solicitor/peddler permit.

(b) The cost of the permit will be~~,~~ as provided for in the City fee schedule for each vendor expected to operate at the special event. If unexpected or additional vendors participate in the event, the fees for those vendors may be paid up to sixty (60) days following the end of the event.

(c) This section applies to all special events held under this ~~chapter~~ Article, including special events in parks.

* * *

§ 15. THAT Section 20-3016 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3016. – Exemption For The City

Special events sponsored by the City are exempt from the fees associated with this ~~a~~Article. However, vendors operating under the umbrella of a City-sponsored event will still be required to pay for a solicitor/peddler permit.

* * *

§ 16. THAT Section 20-3017 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3017. – Offense And Penalty

(a) A person commits an offense if the person violates the terms of a street closure permit, closes a street without a permit, damages or destroys any City property or violates any provisions of this ~~chapter~~ Article.

(b) An offense under this ~~s~~Section is a misdemeanor punishable in accordance with NCC 20-113.

(c) A permittee who is convicted of violating the terms of a permit issued under this ~~chapter~~ Article may not apply for or receive another permit for two (2) years after the date of revocation.

* * *

§ 17. THAT Appendix A "City of Norman Fee Schedule" of the Code of Ordinances of the City of Norman shall be amended to read as follows:

20-3004	Film permit, special events:	
	0-3 production days	$0.00
	4-15 production days	$25.00
	16 or more production days	$50.00

* * *

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

ADOPTED this _____ day

of _____, 2024.

_____
Larry Heikkila, Mayor

NOT ADOPTED this _____ day

of _____, 2024.

_____
Larry Heikkila, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

File Attachments for Item:

23. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-14 PRELIMINARY PLAT FOR HALLBROOKE ADDITION, (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST ROCK CREEK ROAD AND 24TH AVENUE NE)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 3/12/2024

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-14 PRELIMINARY PLAT FOR HALLBROOKE ADDITION, (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST ROCK CREEK ROAD AND 24TH AVENUE NE)

BACKGROUND:

This item is a preliminary plat for Hallbrooke Addition and is generally located at the southwest corner of the intersection of East Rock Creek Road and 24th Avenue N.E.

The Norman Board of Parks Commissioners, on February 5, 2004, recommended private park land for Hallbrooke Addition. City Council, at its meeting of September 23, 2003, adopted Ordinance No. O-0304-17, annexing and placing this portion in R-1, Single-Family Residential District. At its meeting of March 23, 2004, City Council adopted Ordinance No. O-0304-50, placing a portion of this property in PUD, Planned Unit Development and removing it from R-1, Single-Family Dwelling District. Planning Commission, at its meeting of February 8, 2024, recommended to City Council the approval of the preliminary plat for Hallbrooke Addition with a variance in the cul-de-sac length for Greensboro Way. The developer proposes to develop the property as single family development. There have been 242 single-family residential lots filed of record with the Cleveland County Clerk consisting of 187 R-1, single-family lots and 55 PUD lots. There are 41.57 remaining acres to be developed. With this proposal, there are 31 R-1, single-family residential lots and 54 PUD lots remaining for a total of 324 lots within the total 142 acres of the development. Planning Commission and City Council have previously approved the preliminary plat with the exception of the street layout within the undeveloped PUD area. Rather than constructing more street paving, the engineer is proposing a cul-de-sac with emergency access to Rock Creek Road. Due to the length of the cul-de-sac for Greensboro Way, the engineer for the developer has requested a variance in the cul-de-sac length. With the emergency access, staff can support the request.

DISCUSSION:

The proposed 75 single-family residential lots in these two subsequent phases of the overall Hallbrooke Addition development is expected to generate approximately 707 trips per day, 53 AM peak hour trips, and 71 PM peak hour trips. The development is proposed for location on

the south side of Rock Creek Road and west of 24th Avenue NE. Obviously being below the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer was required to submit a traffic impact analysis with this application. On behalf of the developer Traffic Engineering Consultants, Inc. submitted traffic impact analysis memorandum. No traffic operational issues are anticipated due to the development.

STREET	NO. OF LANES	EXISTING TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
Rock Creek Road	2	4,000	707	4,707	17,100	23.39	27.53
24th Avenue NE	2	3,800	140	3,940	17,100	22.22	23.04

The proposed development will access Rock Creek Road through one existing and one permitted connection to Rock Creek Road. Capacity exceeds demand in this area. As such, no additional off-site improvements are anticipated.

Public improvements for this property consist of the following:

1. **Fencing**. Fencing will be installed adjacent to Rock Creek Road and 24th Avenue N.E. for the residential lots backing up to the arterial streets.

2. **Fire Hydrants**. Fire hydrants will be installed in accordance with approved. The Fire Department has approved their locations.

3. **Sanitary Sewers**. Sanitary sewer mains will be installed in accordance with approved plans and City and Department of Environmental Quality.

4. **Sidewalks**. Sidewalks will be constructed on each lot prior to occupancy. Sidewalks will be required adjacent to East Rock Creek Road and 24th Avenue N.E.

5. **Drainage**. Stormwater runoff will be conveyed to several privately-maintained detention facilities. A property owners' association has been established to maintain these facilities.

6. **Streets**. Streets will be constructed in accordance with approved plans and City paving standards. East Rock Creek road will be constructed as an arterial street. Staff will recommend deferral of improvements with final platting. Twenty-fourth Avenue N.E. is existing.

7. **Water Mains**. There are existing 16" water mains adjacent to East Rock Creek Road and 24th Avenue N.E. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards.

8. **Public Dedications**: All rights-of-ways and easements will be dedicated to the City with final platting.

The Preliminary Plat for Hallbrooke Addition includes areas that have the stream planning corridor (SPC) identified. Areas within the SPC and in the Lake Thunderbird watershed are subject to the Water Quality Protection Zone (WQPZ) Ordinance (O-1011-52) adopted by City Council on June 28, 2011. This ordinance establishes requirements for stream buffers to protect the stream corridors and Lake Thunderbird. The buffers provide vegetative materials that reduce water velocities and help remove harmful contaminants from the runoff from storm events.

The WQPZ Ordinance Section 30-601.C contains the following language under the ”Variations and Exceptions” Article to the subdivision regulation ordinance:

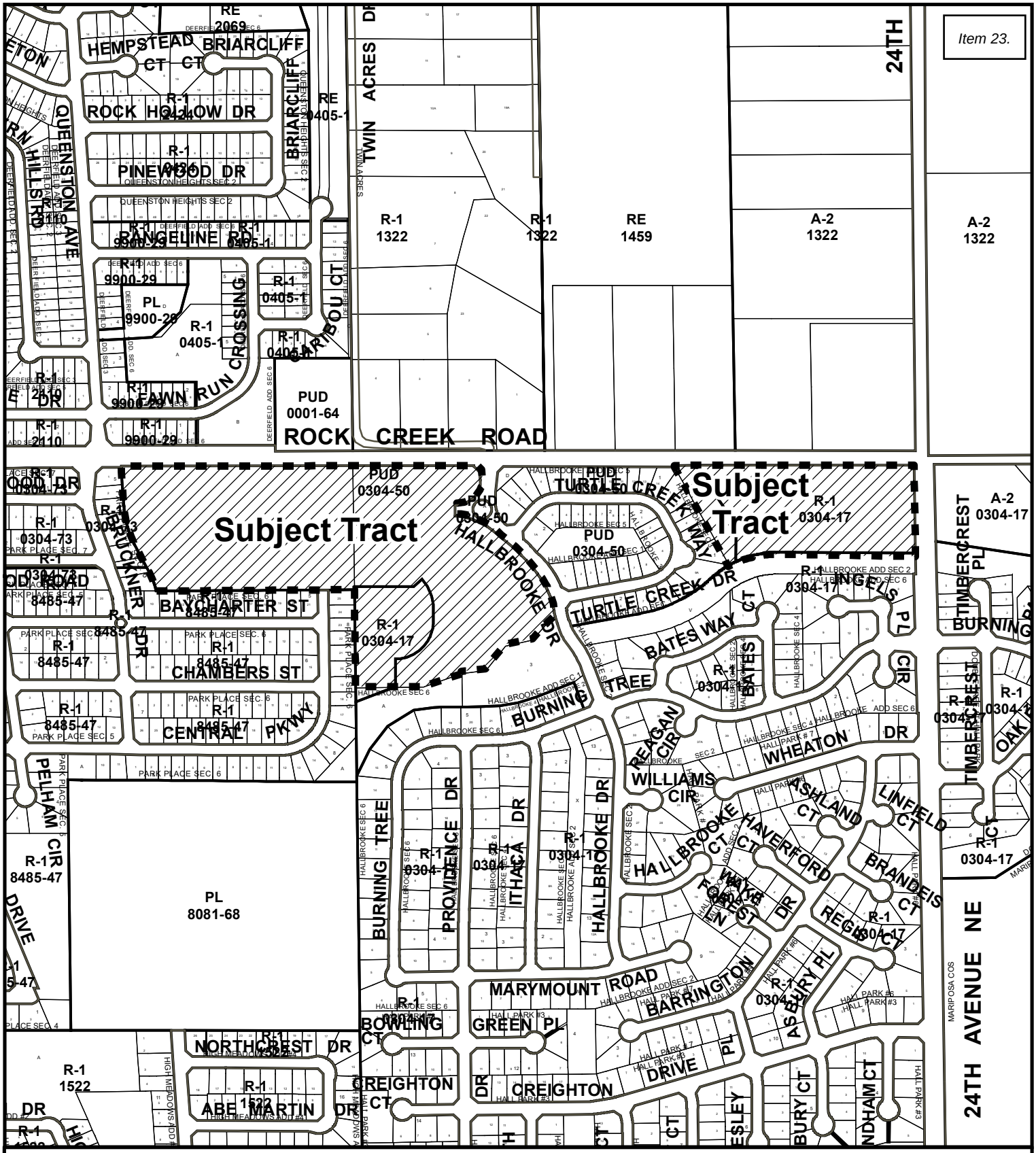
“Whenever infrastructure has been installed that will benefit the full build-out of a Preliminary Plat which was approved within five (5) years prior to the effective date of this ordinance, the Preliminary Plat shall not be deemed expired, for purposes only of the application of this ordinance, even after the passage of three (3) years from the date of approval of the Preliminary Plat, or five (5) years from the date of approval of the Preliminary Plat if a Final Plat has been filed on a part of the land embraced in the Preliminary Plat.”

This provision has been interpreted to provide an exception to the WQPZ Ordinance if factual circumstances described exist for a particular subdivision. Staff supports this exception for the Preliminary Plat for Hallbrooke Addition, as it appears to meet the factual circumstances described in this section to qualify for the exception.

However, after careful consideration of the WQPZ Ordinance and the Preliminary Plat for Hallbrooke Addition, staff has determined that the Preliminary Plat and previous final plats meets or exceeds the requirements of the WQPZ Ordinance. The developer and engineer utilized thoughtful and responsible land planning and development principles that meet the current WQPZ Ordinance. The previous sections of Hallbrooke Addition utilized large open space areas around drainage channels and ponds adjacent to the remaining area to be developed with this preliminary plat. These areas when utilized with WQPZ width averaging exceed the buffer width requirements in the WQPZ Ordinance. In addition, there are multiple ponds in series allowing the water to have adequate storage time to reduce contaminants. Although the applicant does not intend to provide private engineering analysis to support technical compliance, Staff’s review of the submittals indicates that an acceptable engineered solution is contained in the development plan to support a reduction in the total width of the WQPZ.

STAFF RECOMMENDATIONS:

Based on the above information, Staff recommends approval of the preliminary plat for Hallbrooke Addition.



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.

N E S W

January 5, 2024

0 300 600 Ft.

Subject Tract

Zoning

G:\ArcGIS10.Map Templates\8x11_LocationMapArcMap10.mxd

PRELIMINARY PLAT

HALLBROOKE ADDITION

A PLANNED UNIT DEVELOPMENT

A PART OF THE N. 1/2, SECTION 21, T9N, R2W, I.M.

NORMAN, CLEVELAND COUNTY, OKLAHOMA

LEGAL DESCRIPTION

Being tracts of land lying in a part of the N.E. 1/4 and the N.W. 1/4, Section 21, T9N, R2W, of the INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, more particularly described as follows:

COMMENCING at the Northeast corner of said N.E. ¼; THENCE North 89°06'18" West along the North line of said N.E. 1/4 a distance of 83.66 feet to the POINT OF BEGINNING;

THENCE South 00°53'42" West a distance of 60.00 feet to a point on the West right-of-way line of 24th Avenue S.E.; THENCE South 44°44'48" East along said West right-of-way line a distance of 35.75 feet; THENCE South 00°23'18" East along said West right-of-way line a distance of 175.00 feet; THENCE South 04°12'09" East along said West right-of-way line a distance of 150.33 feet; THENCE South 00°23'18" East along said West right-of-way line a distance of 30.32 feet to a point on the North Property line of Hallbrooke Addition Section 2 (as filed in Book 20 Page 187-188), said point being POINT 'A'; THENCE along the North Property line of Hallbrooke Addition Section 2 the following two (2) courses;

1) North 89°06'18" West a distance of 626.79 feet to a point of curvature
2) Along a curve to the left having a radius of 450.00 feet (said curve subtended by a chord which bears South 75°48'47" West a distance of 234.18 feet) with an arc length of 236.91 feet

THENCE North 28°28'58" West a distance of 517.48 feet; THENCE North 00°53'42" West a distance of 50.00 feet to a point on the North line of said N.E. ¼, said point being POINT 'A'; THENCE South 89°06'18" East a distance of 1063.25 feet to the POINT OF BEGINNING.

Said tract contains 10.16 acres, more or less.

And also,

COMMENCING at said POINT 'A'; THENCE North 89°06'18" West along the North line of said N.E. ¼ a distance of 915.46 feet to the POINT OF BEGINNING;

THENCE South 00°53'42" West a distance of 50.00 feet to a point on the West right-of-way line of Hallbrooke Drive; THENCE South 44°06'18" East along said West right-of-way line a distance of 35.36 feet; THENCE South 00°53'42" East along said West right-of-way line a distance of 36.78 feet to a point of curvature; THENCE along said West right-of-way line along a curve to the right having a radius of 100.00 feet (said curve subtended by a chord which bears South 21°33'01" West a distance of 91.05 feet) with an arc length of 94.53 feet to a point of continuing curvature; THENCE along said West right-of-way line continuing along a curve to the right having a radius of 125.03 feet (said curve subtended by a chord which bears South 69°46'11" West a distance of 90.17 feet) with an arc length of 92.25 feet; THENCE South 00°26'08" West a distance of 50.00 feet to a point on a non-tangent curve and a point on the West right-of-way line of Hallbrooke Drive; THENCE along said West right-of-way line along a curve to the right having a radius of 210.00 feet (said curve subtended by a chord which bears South 76°54'57" East a distance of 91.73 feet) with an arc length of 92.48 feet to a point of reverse curvature; THENCE continuing along said West right-of-way line along a curve to the left having a radius of 220.00 feet (said curve subtended by a chord which bears South 66°51'30" East a distance of 19.64 feet) with an arc length of 19.64 feet to a point of reverse curvature; THENCE continuing along said West right-of-way line along a curve to the right having a radius of 210.00 feet (said curve subtended by a chord which bears South 59°23'04" East a distance of 73.16 feet) with an arc length of 73.53 feet; THENCE South 49°21'11" East along said West right-of-way line a distance of 131.50 feet to a point of curvature; THENCE continuing along said West right-of-way line along a curve to the right having a radius of 395.00 feet (said curve subtended by a chord which bears South 48°07'47" East a distance of 44.42 feet) with an arc length of 44.44 feet to a point of continuing curvature; THENCE continuing along said West right-of-way line along a curve to the right having a radius of 1157.94 feet (said curve subtended by a chord which bears South 40°06'27" East a distance of 113.09 feet) with an arc length of 113.14 feet to a point of continuing curvature; THENCE continuing along said West right-of-way line along a curve to the right having a radius of 395.00 feet (said curve subtended by a chord which bears South 22°57'42" East a distance of 195.75 feet) with an arc length of 197.81 feet to a point of reverse curvature; THENCE continuing along said West right-of-way line along a curve to the left having a radius of 360.00 feet (said curve subtended by a chord which bears South 09°56'30" East a distance of 16.67 feet) with an arc length of 16.67 feet; THENCE South 47°15'58" West a distance of 66.99 feet; THENCE South 78°52'23" West a distance of 126.72 feet; THENCE South 39°08'13" West a distance of 145.16 feet; THENCE South 83°39'14" West a distance of 111.06 feet; THENCE South 71°29'34" West a distance of 186.20 feet; THENCE North 89°53'25" West a distance of 313.92 feet to a point on the West line of said N.E. ¼; THENCE North 00°06'35" East along said West line a distance of 449.31 feet; THENCE North 89°31'53" West a distance of 912.02 feet to a point on a non-tangent curve; THENCE along a curve to the left having a radius of 272.12 feet (said curve subtended by a chord which bears North 18°39'23" West a distance of 73.54 feet) with an arc length of 73.77 feet; THENCE North 26°25'21" West a distance of 163.17 feet to a point of curvature; THENCE along a curve to the right having a radius of 454.23 feet (said curve subtended by a chord which bears North 14°45'15" West a distance of 183.73 feet) with an arc length of 185.01 feet; THENCE North 03°05'09" West a distance of 178.04 feet; THENCE North 00°28'07" East a distance of 50.00 feet to a point on the North line of said Section 21; THENCE South 89°31'53" East along said North line a distance of 1065.31 feet to a point, said point being the Northwest corner of said N.E. 1/4; THENCE North 89°06'18" West along said North line a distance of 557.72 feet to the POINT OF BEGINNING.

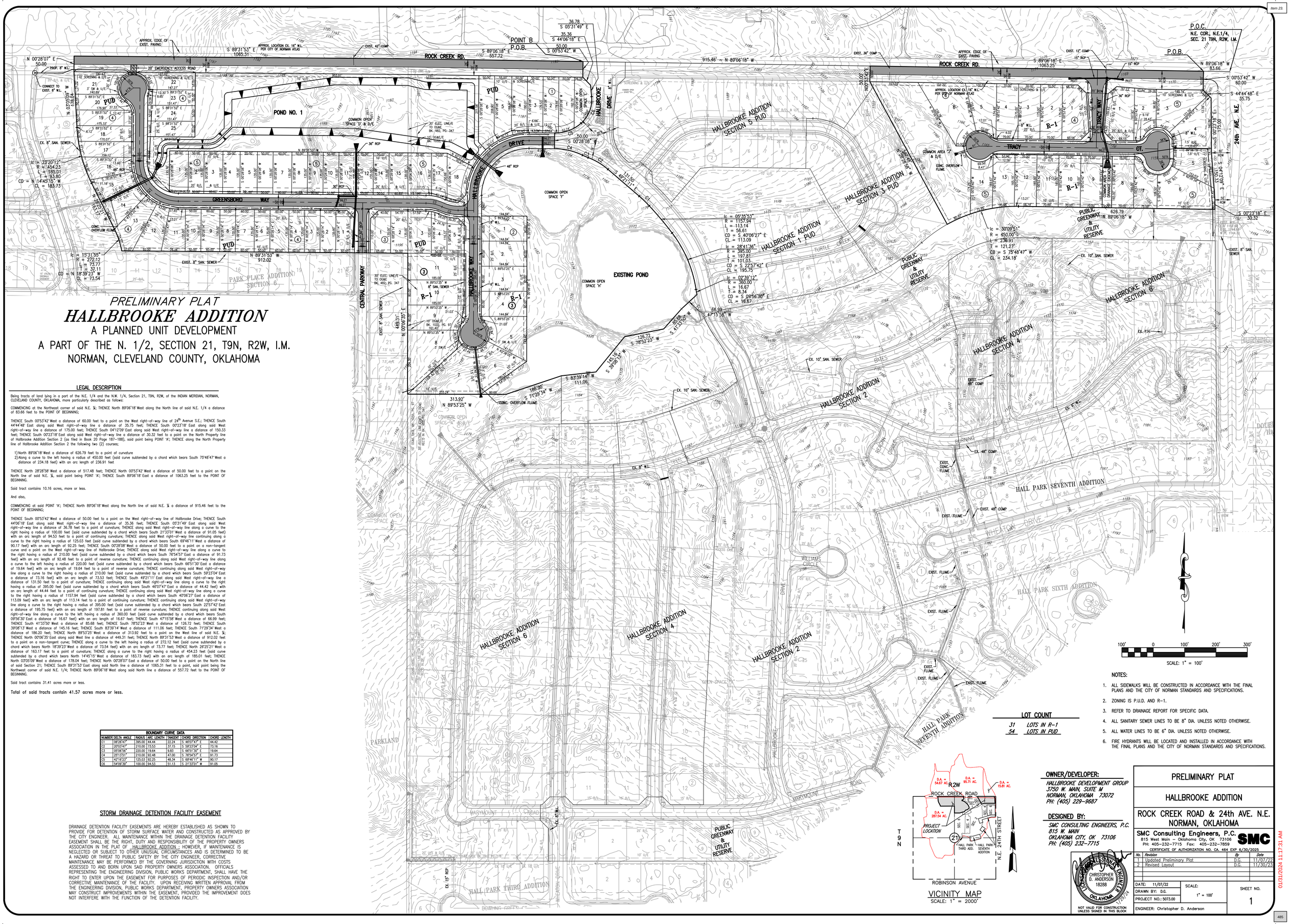
Said tract contains 31.41 acres more or less.

Total of said tracts contain 41.57 acres more or less.

BOUNDARY CURVE DATA						
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	06°28'47"	395.00	44.44	22.24	S 46°07'47" E	44.42
C2	20°03'47"	210.00	73.53	37.15	S 59°23'04" E	73.16
C3	05°06'56"	220.00	19.64	9.83	S 66°51'30" E	19.64
C4	25°13'51"	210.00	92.48	47.00	S 76°54'57" E	91.73
C5	42°16'23"	125.03	92.25	48.34	S 69°46'11" W	90.17
C6	54°09'39"	100.00	94.53	51.13	S 21°33'01" W	91.05

STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION IN THE PLAT OF HALLBROOKE ADDITION., HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNERS ASSOCIATION. OFFICIALS REPRESENTING THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, PROPERTY OWNERS ASSOCIATION MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.



NOTES:

1. ALL SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
2. ZONING IS P.U.D. AND R-1.
3. REFER TO DRAINAGE REPORT FOR SPECIFIC DATA.
4. ALL SANITARY SEWER LINES TO BE 8" DIA. UNLESS NOTED OTHERWISE.
5. ALL WATER LINES TO BE 6" DIA. UNLESS NOTED OTHERWISE.
6. FIRE HYDRANTS WILL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.

LOT COUNT

31	LOTS IN R-1
54	LOTS IN PUD

VICINITY MAP
SCALE: 1" = 2000'

OWNER/DEVELOPER:

HALLBROOKE DEVELOPMENT GROUP
3750 W. MAIN, SUITE M
NORMAN, OKLAHOMA 73072
PH: (405) 229-9687

DESIGNED BY:

SMC CONSULTING ENGINEERS, P.C.
815 W. MAIN
OKLAHOMA CITY, OK 73106
PH: (405) 232-7715

CHRISTOPHER D. ANDERSON 18288 — OKLAHOMA — REGISTERED PROFESSIONAL ENGINEER

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

PRELIMINARY PLAT

HALLBROOKE ADDITION

ROCK CREEK ROAD & 24th AVE. N.E.
NORMAN, OKLAHOMA

SMC Consulting Engineers, P.C.
815 West Main – Oklahoma City, OK 73106
PH: 405-232-7715 FAX: 405-232-7859
CERTIFICATE OF AUTHORIZATION NO. CA. 464 EXP. 6/30/2025

No.	Revision	By	Date
1	Updated Preliminary Plat	D.G.	11/07/22
2	Revised Layout	D.G.	11/30/23

DATE: 11/07/22
DRAWN BY: D.G.
PROJECT NO.: 5073.00
SCALE: 1" = 100'
ENGINEER: Christopher D. Anderson
SHEET NO. 1

01/31/2024 11:17:31 AM

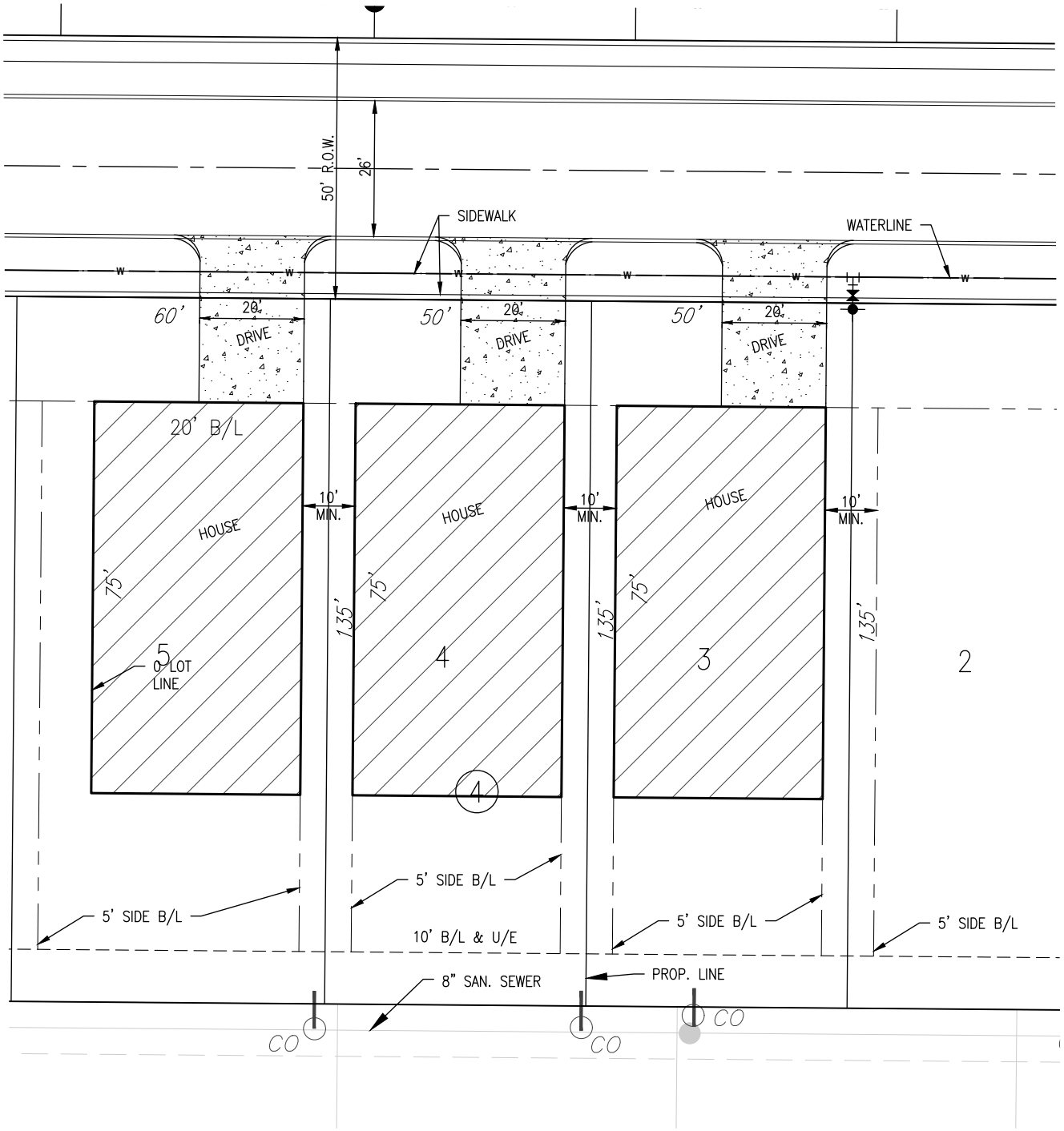


EXHIBIT "A"
TYPICAL LOT PLAN
HALLBROOKE ADDITION
PLANNED UNIT DEVELOPMENT

NOT TO SCALE

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PRELIMINARY PLAT FOR HALLBROOKE ADDITION, AND A VARIANCE IN THE CUL-DE-SAC LENGHTH FOR GREENSBORO WAY.

LOCATION: Generally south and west of the intersection of East Rock Creek Road and 24th Avenue N.E.

INFORMATION:

1. Owners. Hallbrooke Development Group, L.L.C.

2. Developer. Hallbrooke Development Group, L.L.C.

3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. Refer to the Planning Commission Staff Report, February 8, 2024.

2. September 23, 2003. City Council adopted Ordinance No. O-0304-17 annexing and placing this property in R-1, Single-Family Dwelling District (Previously a part of Hall Park).

3. February 5, 2004. The Norman Board of Parks Commissioners, on a vote of 9-0, recommended private park land for Hallbrooke Addition.

4. March 23, 2004. City Council adopted Ordinance No. O-0304-50 placing a portion of this property in PUD, Planned Unit Development and removing it from R-1, Single-Family Dwelling District

5. February 8, 2024. Planning Commission, on a vote of 8-0 recommended to City Council that the preliminary plat for Hallbrooke Addition be approved with a variance in the cul-de-sac length for Greensboro Way.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, February 8, 2024.

PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, February 8, 2024.

ACTION NEEDED: Motion to approve or reject the request for a variance in cul-de-sac length for Greensboro Way and approve or reject the preliminary plat for Hallbrooke Addition.

ACTION TAKEN:_____

SMC
Your Civil Engineering Solution

Consulting Engineers, P.C.
815 West Main
Oklahoma City, OK 73106
405-232-7715
FAX 405-232-7859
www.smcokc.com

Civil Engineering
Land Development
Storm Water Management

Terence L. Haynes
Christopher D. Anderson
Muhammad A. Khan

January 29, 2024

Mr. Scott Sturtz, Norman Public Works Director
Members of the Norman Planning Commission
Members of the Norman City Council

Re : Hallbrooke Addition Preliminary Plat
Variance Request for Length of Cul-De-Sac
Norman, Oklahoma
SMC #4113.00

To Whom It May Concern,

This letter is being sent to request a variance for the length of the cul-de-sac in this project.

The previous version of this preliminary plat included a single sided loop road around a pond in the western portion of the plat. This revised plat eliminates the single sided road and consolidates the lots along both sides of a road that ends in a cul-de-sac. The length of the cul-de-sac is approximately 1020 feet. The City of Norman requirements for maximum length of a cul-de-sac is 600 feet. This requirement primarily has to do with limiting the amount of area that would lose access for emergency service vehicles if the road were to become blocked off due to an accident.

After some discussions with the City staff, we were able overcome the safety issues related to the length of the "cul-de-sac" serving this site, by providing an emergency access drive from the end of the cul-de-sac to Rock Creek Road. This access will be gated and will only allow access for emergency vehicles. It will not be used as a secondary access point for residential traffic. All of the residential traffic will still access Rock Creek Road by the existing Hallbrooke Drive (which stays consistent with the previous version of the plat).

Therefore, with this design, we respectfully request a variance regarding the length of the cul-de-sac for this project.

Sincerely,

SMC Consulting Engineers, P.C.

Christopher D. Anderson, P.E.

c.c. Trey Bates
File

F:\USER\CHRIS\DOCUMENT\4113.07 variance request.doc