



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, October 10, 2023 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 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

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

CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 2, 2023

CITY COUNCIL STUDY SESSION MINUTES OF MARCH 21, 2023

CITY COUNCIL CONFERENCE MINUTES OF JUNE 27, 2023

CITY COUNCIL CONFERENCE MINUTES OF JULY 11, 2023

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 14 be placed on the consent docket.

First Reading Ordinance

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-11 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 LOT SEVEN (7), IN BLOCK ONE (1), TULL'S 1ST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1413 North Crawford Avenue)
3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O2324-12 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 LOT TWO (2), IN BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND FROM THE CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1027 and 1035 South Berry Road)

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-13 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 THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TEN (10), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3800 36th Avenue N.W.)

Easement

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-7: FOR WPDS ESTATES AND EASEMENT NUMBERS E-2324-22, E-2324-23, E-2324-24, E-2324-25 (GENERALLY LOCATED ON THE SOUTH SIDE OF FRANKLIN ROAD AND EAST OF 108TH AVENUE NE).

Contracts

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONMENT OF AMENDMENT ONE TO CONTRACT K-1819-88: A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE DISTRICT ATTORNEY'S OFFICE, DISTRICT 21 (CLEVELAND COUNTY) ALLOWING THE NORMAN POLICE DEPARTMENT TO USE TWO (2) ADDITIONAL VEHICLES PURCHASED BY THE DISTRICT ATTORNEY'S OFFICE, DISTRICT 21.
7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2122-49: BY AND BETWEEN THE CITY OF NORMAN AND ADG BLATT INCREASING THE CONTRACT AMOUNT BY \$49,950 FOR A REVISED CONTRACT AMOUNT OF \$193,550 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE FLEET MAINTENANCE FACILITIES LOCATED ON NORTH BASE AS OUTLINED IN THE STAFF REPORT.
8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-84: A RECIPROCAL EASEMENT AGREEMENT BETWEEN THE CITY OF NORMAN, NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HEALTH SYSTEM, AND NEP NORMAN, LP, ESTABLISHING RECIPROCAL BLANKET EASEMENTS, PROMULGATING RULES AND DESIGN STANDARDS FOR CONSTRUCTION, AND GENERALLY SETTING STANDARDS FOR OPERATION AND USE OF COMMON, ADJACENT AND/OR JOINED ACCESSES AND AREAS WITHIN THE PORTER HEALTH CAMPUS.

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF EASEMENT E-2324-26: A PERMANENT DRAINAGE AND UTILITY EASEMENT FROM NORMAN REGIONAL HOSPITAL AUTHORITY TO THE CITY OF NORMAN.
10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-68: A COMPENSATION AGREEMENT BETWEEN THE CITY OF NORMAN AND NEP NORMAN, LP, FOR NEP'S REIMBURSEMENT OF COSTS FOR THE CITY'S CONSTRUCTION OF A FIRE CIRCULATION DRIVE ON THE ADULT WELLNESS AND EDUCATION CENTER PROPERTY TO BE JOINTLY UTILIZED BY NEP AND THE CITY PURSUANT TO FURTHER AGREEMENT.
11. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$71,489 FROM THE UNITED STATES DEPARTMENT OF JUSTICE/OFFICE OF JUSTICE PROGRAMS (DOJ/OJP) THROUGH THE OFFICE FOR VICTIMS OF CRIME (OVC) AND AUTHORIZED THROUGH THE VICTIMS OF CRIME ACT (VOCA) TO BE USED BY THE POLICE DEPARTMENT TO EMPLOY AND PROVIDE TRAINING FOR A VICTIM ADVOCATE, CONTRACT K-2324-78, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Settlements

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A COURT ORDER: A RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE TOTAL AMOUNT OF \$21,726.00 REGARDING SEAN MICHAEL TUSCHMANN VS. THE CITY OF NORMAN, OKLAHOMA WORKERS' COMPENSATION COMMISSION CASE 2022-04310 H.

Resolutions

13. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-68: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$5,000 FROM THE MCGEE SIDEWALK CONSTRUCTION PROJECT TO THE 12TH AVENUE NE AND HIGH MEADOWS INTERSECTION PROJECT TO PAY FOR CONSULTANT TESTING SERVICES.
14. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-71: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER TO SUBMIT A LETTER OF INTENT TO SUBMIT AN APPLICATION FOR AN OPIOID ABATEMENT GRANT AWARD.

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

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

CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 2, 2023

CITY COUNCIL STUDY SESSION MINUTES OF MARCH 21, 2023

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CITY COUNCIL CONFERENCE MINUTES OF JULY 11, 2023



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 2, 2023

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CITY OF NORMAN, OK CITY COUNCIL STUDY SESSION

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

Thursday, February 02, 2023 at 5:30 PM

MINUTES

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CALL TO ORDER

Mayor Heikkila called the Meeting to Order at 5:30 p.m.

ROLL CALL

PRESENT

Mayor Larry Heikkila
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

ABSENT

Councilmember Ward 3 Kelly Lynn

AGENDA ITEMS

1. DISCUSSION REGARDING THE USE OF ASSET FORFEITURE FUNDS.

Mr. Ricky Jackson, Deputy Police Chief, said the City of Norman's arrangement with the District Attorney's (DA) Office regarding seizures and forfeitures is governed by State Statute 63 § 2-506. He said forfeiture funds not used by the State are to be maintained in a revolving fund in the office of the County Treasurer where the property was seized. Under 63 § 2-506, DA's can share forfeited funds with municipalities and currently, Norman Police Department's (NPD) share is 75% and Cleveland County's share is 25%.

Item 1, continued:

While 63 § 2-506 requires DA's to use forfeited funds "solely for enforcement of controlled dangerous substances laws, drug abuse prevention, and drug abuse education," there is no such limitation for municipal police departments.

Deputy Chief Jackson said Federal fund distribution is based on an agency's participation in a case and under the Guide to Equitable Sharing for State and Local Law Enforcement Agency, forfeited funds can be used for patrol cars and surveillance vehicles.

In summary, State law does not limit how municipal police departments can spend forfeited funds seized by a municipal police department. Deputy Chief Jackson said the Department of Justice (DOJ) published information which asserts that permissible uses of funds include, but are not limited to, law enforcement equipment and costs associated with the purchase, lease, maintenance, or operation of law enforcement equipment for use by law enforcement personnel that supports law enforcement activities. For example, furniture; file cabinets; office supplies; telecommunications equipment; copiers; safes; fitness equipment; computers; computer accessories and software; body armor; uniforms; firearms; radios; cellular telephones; electronic surveillance equipment; and vehicles. The NPD is proposing using forfeited funds to purchase law enforcement vehicles.

The Seizure Fund Balance as of December 31, 2022, for the State is \$1,274,296 and \$247,429 for the Federal Fund Balance for a total of \$1,521,725. The cost to purchase and equip a police unit is \$75,000 and to purchase 14 police vehicles on the fleet replacement cost list would be approximately \$1,050,000. Staff proposes including this amount in the FYE 2024 Budget for fleet replacement.

Councilmember Tortorello asked what the process would be if the money is used by the NPD and the person is found innocent and Deputy Chief Jackson said if a person is adjudicated and found innocent they get their money or property back. He said any assets are kept in property custody until the case is adjudicated and is not distributed between the City and County until that time.

Mr. Rick Knighton, Assistant City Attorney, said forfeiture funds should not really be considered as use for reoccurring expenses since the City cannot rely on seizure and forfeiture funds being available every year.

Councilmember Holman said he is concerned about the integrity of the federal and state adjudication process as he has heard the DA argue in Court that the government does not have to prove an asset was used in a crime while the person who owns the property is the one who has to prove their property was not used in a crime. He felt the government should always carry the burden of proof and he would like to have a deeper discussion about what the funds should be used for and whether the City of Norman should potentially set a higher standard for acceptance of the funds.

Councilmembers concurred with Councilmember Holman.

Item 1, continued:

Councilmember Foreman said Council needs to protect the General Fund and although she has opposed the use of seizure/forfeiture funds in the past due to contentiousness from the public, she would support using the funds for the purchase of police vehicles.

Councilmember Holman asked if there is an itemized list of forfeiture cases as it would be helpful to see where the assets are coming from. Deputy Chief Jackson said there is a spreadsheet he will provide to Council, but it is not as detailed as Council would probably like to see. Councilmember Holman said he could support the use of funds for police vehicles and body cameras because they would be a beneficial use to NPD as well as the public.

Mayor Heikkila asked if the City could request a list from the DA's Office on forfeiture funds and Mr. Knighton said he would look into requesting those records.

Items submitted for the record

1. Memorandum dated January 30, 2023, from Rickey J. Knighton II, Assistant City Attorney, through Kathryn Walker, City Attorney, to Honorable Mayor and Councilmembers
2. PowerPoint presentation entitled, "Norman Police Department Use of Seizure Funds"

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2. DISCUSSION REGARDING APPOINTMENTS FOR THE COMPREHENSIVE PLAN AD HOC COMMITTEE AND STRONG TOWNS AD HOC COMMITTEE.

Mayor Heikkila said criteria for nominations for the 2023 Comprehensive Land Use and Transportation Plan and Strong Towns Committees included Education level and applicability to each committee; Professional licensure; Profession, Trade, etc.; Experience in Norman; Personal and familial relationships with others on the Committees; and residency in Norman. The goal for each Committee was to find the best mix of education and skills combined with an ability to work cooperatively. An effort was made to populate the Comprehensive Plan Committee more heavily with engineers, land use people, and attorneys. The Strong Towns Committee has more architects, real estate people, and a Police Officer. He said this effort was made to give each committee the skills they needed to provide our City with excellent plans that are acceptable, rational, and looks ahead for the next 15 to 20 years.

There are voting and non-voting members of each committee and both classes of members participate in all of activities and all have equal input. Only voting members may vote to direct the Chair of the Committee to take action while non-voting members have the opportunity to add to the conversation, participate to the fullest extent they are able, and bring their wisdom to the table. Particular care was taken to guard against persons who are related from being on the same committee.

Item 2, continued:

The Committee Chair may replace voting members with non-voting members if a voting member leaves the Committee. The Chair may also remove a committee member for cause, such as disruptive behavior or failure to participate, with notice to City Council. If a Chair cannot find a non-voting member to fill a vacant position, they may not fill a vacancy without vetting the candidate and obtaining City Council's approval of the new nomination.

Another group will be known as "Partners" who will be non-voting advisors with the function of adding experience and education to the planning process as it matures. These people were chosen for their expertise and experience and may enlist the help of other experts who may be able to educate the committees on specialized topics. He said the partners include representatives from OU, Chamber of Commerce, Cleveland County Commissioners, VisitNorman, Sooner Mall, Sooner Centurions, Moore-Norman Vocational Technical School, Norman Public Schools, Norman Economic Development Coalition, Hitachi, Oklahoma Academy, and Absentee Shawnee Tribe.

Mayor Heikkila asked Council for input on his proposed nominations for each committee. Councilmembers Holman and Tortorello felt their wards were being under-represented on the Comprehensive Plan Committee. Mayor Heikkila said he based his nominations on education and experience, not wards, but wants to make the selection process as fair as possible.

Councilmember Schueler said Council received the list of nominations just before the Council meeting and felt Council did not have enough time to review the names for input. She asked how Council would be involved in the committee process if a Councilmember is not appointed, such as a Council Ad Hoc Committee, and Mayor Heikkila said he would like Council to be constantly involved in the meetings, but at the same time did not want any type of political influence driving the committees towards a decision. Councilmember Schueler said she understands and realizes Council will ultimately be voting to approve recommendations from the committees.

Councilmember Tortorello said Councilmembers submitted names from their wards for the committees, but he is not seeing many of those names on the lists. Ms. Brenda Hall, City Clerk, said some of the people Council recommended did not follow through with submission of an application.

Councilmember Schueler felt that Council is disparaging applicants by adding or removing individuals from the list in a public meeting and Mayor Heikkila said that is why the skill set/expertise seemed to be the fairest option in choosing an applicant.

Councilmembers said they would like more time to review the nominations and Ms. Hall said continued discussion will be scheduled for February 21, 2023, to allow Council time to vet applications.

Items submitted for the record

1. Nominations for 2023 Comprehensive Land Use and Transportation Plan and Strong Towns Committees
2. City of Norman Comprehensive Plan Ad Hoc Committee and Strong Town Ad Hoc Committee Organization Chart

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ADJOURNMENT

The meeting was adjourned at 7:42 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL STUDY SESSION

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

Tuesday, March 21, 2023 at 5:30 PM

MINUTES

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CALL TO ORDER

Mayor Heikkila called the Meeting to Order at 5:30 p.m.

PRESENT

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

ABSENT

None

AGENDA ITEMS

1. DISCUSSION REGARDING OPERATOR AGREEMENTS FOR THE YOUNG FAMILY ATHLETIC CENTER AND THE SENIOR CENTER.

Ms. Kathryn Walker, City Attorney, said the NORMAN FORWARD Sales Tax Initiative was approved by voters in 2015 and sales tax collection began in 2016. NORMAN FORWARD had a number of quality of life projects, including a Multi-Sport Facility, Indoor Aquatic Facility, and Senior Wellness Center. Over time, the Multi-Sport Facility and Indoor Aquatic Facility were merged into one building, the Young Family Athletic Center (YFAC), and a site was selected in 2020.

Ms. Walker said the Senior Wellness Center will be located on property at Norman Regional Hospital's Porter Campus at Findlay Avenue. The operator interviews were conducted in late 2020 and Columbus Corporation was selected as the operator of YFAC and Healthy Living Fitness was selected as operator of the Senior Wellness Center.

Young Family Athletic Center Agreement

Ms. Walker said Columbus Corporation is non-profit and has been the operator of the Santa Fe Family Life Center (SSFLC) in Oklahoma City (OKC) since 2007. The OKC location provides basketball, tennis, outdoor swimming, pickleball, adaptive sports, squash, volleyball, weight training, and futsal (small indoor football). In 2020, SSFLC served over 9,000 kids in youth sports leagues, donated over 1,500 hours of facility usage time, partnered with over 25 local non-profits, operated year-round multi-sport adaptive sports programming, and worked to ensure opportunities for underprivileged youth. They have provided over \$285,000 worth of donated services in 2020 benefitting over 3,000 individuals (or around 11,500 participants total).

Norman City Council approved a Memorandum of Understanding (MOU) in 2021, and lease and management agreement negotiations are ongoing. The YFAC Operator Agreement includes leased premises, which is everything but the portion operated, funded and/or leased by Norman Regional Hospital Authority (NRHA) for a term of five years with possible extensions of up to three additional five year terms. The Operator will provide operation, management, and maintenance of the leased premises and bears sole financial responsibility for start-up (approximately \$500,000), management, and operation. The Columbus Corporation will participate in planning and construction meetings as well as committee and Council meetings, when requested, and will work to secure any contracts, hire employees, etc., by opening date. The City will own the assets, including additions or modifications constructed by operator that cannot be removed without damage to the property. The operator may sublease, but only with City Manager's permission and if sub lessee or tenant complies with the contract with the City.

The YFAC will be open to members at least 65 hours per week (including four consecutive hours on one weekend day). Programming and services will be provided by the operator to include basketball, volleyball, indoor aquatics, pickleball, adaptive sports, and local, regional, and national competitions/tournaments. The operator will also gather community and user input to adapt programming and service offerings.

User fees will go towards operations and the types of fees will depend on the activity, i.e., league play, court rental, monthly usage fee, etc. The operator will be required to include a sliding scale fee schedule based on income levels, available user fee assistance, etc. Any increases that exceed the annual cap (still being negotiated) must be approved by the City Manager after presentation to the Parks Board.

Ms. Walker said City Manager approval will be required for any policies related operation and use of the facility that includes lease premises use; prohibition against abuse of program participants; claims reporting and investigation, rental/booking policies; finance and accounting procedures; and safety procedures. The operator must provide quarterly and annual reports to the City setting forth offered, data related to utilization of services, financial reports, etc. The City has the right to audit the programs, services, and financial records of the operator and any tenant of the operator. The City Manager or his/her designee has the right to access the facility during hours of operation and the right to ensure public access.

The agreement includes non-discriminatory policies in compliance with the City’s Civil Rights Ordinance and First Amendment. The operator is responsible for routine maintenance, general repairs, supplies, etc., while the City is responsible for maintenance, repair, and replacement of capital items (more than \$5,000 and life expectancy more than one year).

YFAC partnerships include Norman Regional Hospital Systems (NRHS) and the operator is developing partnerships with known user groups, i.e., Norman Public Schools, Norman Optimist Club, and Student Success Center. The City Manager or his/her designee will serve on the operator’s Board of Directors in an ex-officio capacity. Ms. Walker said Staff is still working through insurance requirements as well as a termination clause (for cause and discretionary termination to ensure investment is protected).

Adult Wellness and Education Center Agreement (previously known as Senior Wellness Center)

The non-profit operator of Healthy Living OKC provides group fitness classes; personal training; aquatic activities; organized sports (pickleball, basketball); art instruction; and interest groups as well as numerous other lifelong learning. The facility served more than 6,500 members in the first two plus years with 762 average daily visits and averages more than 100 new members each month.

Norman City Council approved an MOU with Healthy Living Norman in 2021 and lease and management agreement negotiations are still ongoing with anticipated Council consideration in April.

Leased premises include everything on site including improvements, fixtures, and facilities with a five year lease term that can be extended for up to three additional five year terms. The operation date will be the date the Center is substantially complete. The operator will provide operation, management, and maintenance of the lease premises as well as bearing financial responsibility for start-up, management, and operation with some exceptions. Exceptions include the City’s contribution to operational and maintenance costs not to exceed \$125,000 annually; utility assistance (decreasing amount over the first three years); janitorial services for first three years; lawn and landscaping services during first five years; pool maintenance during first five years; and fitness equipment. Potential for up-fronting some of the funding in the first year is still under negotiation.

The operator will participate in planning and construction meeting as well as committee and Council meetings when requested; and will work to secure contracts, hire employees, etc., by opening date. The City owns all assets, including additions or modification constructed by operator (with City's permission) that cannot be removed without damage to property. The operator may sublease, but only with the City Manager's permission and if sub lessee or tenant complies with contract with City.

The Adult Wellness and Education Center will be open to members 65 hours per week (including at least four consecutive hours on one weekend day). Programming and services to be provided include group exercise classes; personal training; art instruction; social programs; lifelong learning opportunities; physical therapy; massage therapy; health screenings; health education; immunizations; and dietician consultants (final activities being developed). Operator will gather community and user input to adapt programming and services offered, which they have already been doing.

User fees will go toward operations and requires a sliding scale fee schedule based on income levels, available use fee assistance, etc., and any change to user fees must be approved by the City Manager.

The City Manager will provide oversight and approval for any policies related to operation and use of the facility that includes lease premises use; prohibition against abuse of program participants; claims reporting and investigation; rental/booking policies; finance and account procedures; and safety procedures. The operation will provide quarterly and annual report provided to the City setting forth services offered, data related to utilization of services, financial reports, etc. The City has the right to audit programs, services, and financial records of the operator and any tenant of the operator. The City Manager has the right to access the facility during hours of operation and to ensure public has access.

The agreement includes non-discriminatory policies in compliance with City's Civil Rights Ordinance and First Amendment. The operator is responsible for routine maintenance, general repairs, supplies, etc., while the City is responsible for maintenance, repair, and replacement of capital items (more than \$5,000 and life expectancy more than one year).

The Adult Wellness and Education Center partnerships include Norman Regional Hospital System (NRHS) as the exclusive healthcare provider and the operator is developing partnerships with known user groups. The City Manager or his/her designee will serve on the operator's Board of Directors in an ex-officio capacity. Ms. Walker said Staff is still working through insurance requirements as well a termination clause (for cause and discretionary to ensure investment is protected).

Councilmember Tortorello said many senior citizens are upset they are going to have to pay a fee to participate in services and asked why they have to pay a fee. Mr. Jason Olsen, Director of Parks and Recreation, said there is a \$30 per year fee for the current Senior Center, but it is not a required fee, it is a voluntary fee. Mr. Olsen said the Adult Wellness and Education Center is offering state-of-the-art expanded services not currently offered, such as a swimming pool, workout equipment, wellness exam rooms, organized arts and crafts, etc. He said along with the proposed \$35 per month fee there will be different scholarship opportunities based on a sliding scale.

Mr. Darrel Pyle, City Manager, said the fee is not new and is similar to paying Westwood Golf and Westwood Aquatic Facility fees. He said the fees will enable the City to keep equipment current and maintained to the standards the community has grown to expect. He said it would be wonderful if the City could provide the services at no cost, but there is not enough capacity in the General Fund to provide a revenue stream.

Mr. Pyle said there is a program known as Silver Sneakers offered at no additional cost to seniors on eligible Medicare plans, but he did not know if the City could program that into the Adult Wellness and Education Center. Mr. Olsen said there is an opportunity for that and while there are some stringent requirements, Staff is working towards the ability to accept Medicare’s Silver Sneakers Program for qualified applicants. He said Healthy Living will work with people to ensure everyone has the opportunity to become a member regardless of their ability to pay.

Mr. Pyle said the full concept and evolution of the Center was driven by senior community members wanting more services and membership fees to ensure access to all activities and services.

Mr. Pyle said there will be future discussions about how to utilize the current Senior Center and Mr. Olsen said a Request for Proposal (RFP) will be sent to user groups wanting to utilize the building. He said the RFP’s will be reviewed by the Parks Board for recommendations to City Council.

Items submitted for the record

- 1. PowerPoint presentation entitled, “Operator Agreements – YFAC and Senior Wellness Center,” dated March 21, 2023
- 2. Draft Contracts K-2223-130 and K-2223-135

* * * * *

ADJOURNMENT

The meeting was adjourned at 6:14 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL CONFERENCE

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

Tuesday, June 27, 2023 at 5:00 PM

MINUTES

AMENDED START TIME

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

Mayor Heikkila called the Meeting to Order at 5:00 p.m.

PRESENT

Mayor Larry Heikkila
 Councilmember Ward 1 Austin Ball
 Councilmember Ward 2 Lauren Schueler
 Councilmember Ward 3 Bree Montoya
 Councilmember Ward 4 Helen Grant
 Councilmember Ward 5 Rarchar Tortorello
 Councilmember Ward 6 Elizabeth Foreman
 Councilmember Ward 7 Stephen Holman
 Councilmember Ward 8 Matthew Peacock

ABSENT

None

AGENDA ITEMS

1. UPDATE ON 718 NORTH PORTER AVENUE.

Mr. Anthony Purinton, Assistant City Attorney, said during the June 13th Budget meeting, Council allocated \$500,000 for renovation of 718 North Porter to be a temporary location for the Warming Shelter currently located on Gray Street. During the June 13th Special Session, Staff was directed to begin preparing 718 North Porter

Item 1, continued:

as an alternate location for the Warming Shelter. In addition, Council expressed interest in the possibility of housing additional agencies to provide day services.

Mr. Purinton said in previous discussions for a Warming Shelter location, one of the locations was deemed controversial because of its location relative to a school (Le Monde International Academy). He researched 718 North Porter's location to schools and found the location is in the middle of three schools that includes Wilson Elementary (735 feet), Longfellow Middle School (836 feet), and Jefferson Elementary (1,743 feet). There is also a Children's Daycare 550 feet from the location. For comparison, the previous location considered by Council on Griffin Hospital property was 300 to 750 feet from Le Monde International School.

The building located at 718 North Porter was office space used by Norman Regional Health Systems (NRHS) and a medical equipment retailer (in the first floor) until the City obtained the property in a land swap deal in 2022. The building constructed in 1978, has two floors that consists of approximately 8,800 square feet per floor.

The proposed property lies within the Porter Corridor Zoning Overlay District, which was created to provide regulations that create a buffer between commercial and residential areas that protect both land use types yet encourages redevelopment of the Porter Avenue Corridor. The Porter Avenue Corridor has its own zoning requirements, such as fencing and landscaping requirements that are specific to this area so there would have to be a masonry wall separating commercial from residential. He said the City should exceed the current Porter Avenue Corridor requirements so instead of a four foot masonry fence along the back line of the property, Staff recommends enclosing the back parking lot to some degree. He said a masonry fence would cost \$150,000 to \$200,000. If the City used the first floor only, there will need to be layout changes, code upgrades to account for habitation, slab cuts to accommodate higher occupancy and restroom requirements. The second floor would be too costly to renovate for this type of use due to code requirements for stairways, elevators, etc.

The property needs to be rezoned to a Simple Planned Use Development (SPUD) in order to accommodate the proposed use of the property as a Warming Shelter as well as to ensure the inclusion of other uses allowing the property to remain marketable. Rezoning will take 90 days and will be effective October 26th, the bid process will take approximately three to four weeks, and construction will take approximately six to eight months with an estimated completion date of July 2024.

Mr. Purinton said the initial cost estimate is \$1.75 million to \$2 million that includes construction; engineering/design services; zoning requirements (fence); and 10% contingency. The cost estimate does not include the second floor, cost to buy new beds and equipment, or increased costs of operation.

Councilmember Holman asked what options Council has for a Warming Shelter if City cannot use 718 North Porter, if not here then where? Mayor Heikkila said Council and Staff continue to look for options and moving the conversation towards an idea of what City could do, could there be a building elsewhere that could be used, could the City build somewhere, etc.

Item 2, continued:

Councilmember Tortorello asked if there are any other locations in Norman that would fit the needs and timeframe and Mr. Pyle said none that the City controls. He said Staff was unable to find a landlord willing to rent space to the City for Warming Shelter use. He said Cleveland County may have a piece of real estate that would be more optimal and that conversation would need to take place with Cleveland County.

Mayor Heikkila said the type of facility needed would include parking, allowing animals, agency services, etc. He said maybe there could be two locations, a location by Mission Norman who has some land for apartments that were never built and Mission Norman may be agreeable to selling some of the property to the City for a Warming Shelter. There may also be some land available near the Cleveland County Detention Facility.

Councilmember Foreman said she assumes the City has looked for funding offers including grants, public/private partnerships, etc. Mr. Pyle said there are lots of dollars for lots of programs, but very little money available at federal or state level to address emergency homeless shelter issues. He said there does seem to be interest on the affordable housing side and the continuation of tax credit project so the City will be able to make a dent in Section 8 affordable housing space. He said the City is not seeing support in terms of addressing emergency needs from any state or federal agency.

Councilmember Grant said utilizing 718 North Porter gives Council one more year to find a solution, but there is still a big timeline for design and construction (at least a year or two). She would like Council to stay on a one year timeline to obtain a permanent location. She said there is also opportunity in asking Cleveland County if they are interested in helping with this project.

Chairman Holman supports moving forward with the 718 North Porter location until an alternative solution is found and suggested beginning discussions regarding property near the Cleveland County Detention Facility or Mission Norman.

Councilmember Peacock said he supports moving forward; however, he does have quite a bit of heartburn in putting money into this building and trying to shoehorn a use into it and believes the money would be much better spent on a permanent location.

Mr. Pyle said there seems to be consensus to advance discussion with the conversation with the design architect and outreach to Cleveland County so Staff will move forward in that direction.

Items submitted for the record

1. Staff report dated June 23, 2023, from Anthony Purinton, Assistant City Attorney, through Kathryn Walker, City Attorney, to Honorable City Council
2. PowerPoint entitled, "City of Norman 718 N. Porter Shelter Relocation Project Updated," presented by Anthony Purinton, Assistant City Attorney

* * * * *

2. DISCUSSION REGARDING COUNCIL CONSIDERATION OF ANTI-DISCRIMINATION AND ARTISTIC EXPRESSION RESOLUTIONS.

Mayor Heikkila said most of the language related to these resolutions are contained in Section 8 of the City's Code of Ordinances so there is really no reason to approve another resolution. He does not support the second resolution because there are no boundaries and even free speech has boundaries. He said the resolution language is too vague and written in such a way that it can be interpreted to mean almost anything to anyone so he cannot support either resolution.

Councilmember Schueler felt Council should have a broader and deeper conversation on the intension of the resolutions. She said there has been no presentation to Council on these resolutions until tonight and she would like to hear the reasoning behind the resolutions.

Mayor Heikkila said Council can have a broader discussion at the Council Retreat in August.

Items submitted for the record

1. Draft Resolutions

* * * * *

ADJOURNMENT

The meeting was adjourned at 6:03 p.m.

* * * * *

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL CONFERENCE

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

Tuesday, July 11, 2023 at 5:00 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, 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

Mayor Heikkila called the Meeting to Order at 5:00 p.m.

PRESENT

Mayor Larry Heikkila
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman

ABSENT

Councilmember Ward 1 Austin Ball
Councilmember Ward 8 Matthew Peacock

AGENDA ITEMS

1. DISCUSSION REGARDING THE PROPOSED BRIDGE MAINTENANCE BOND PROGRAM SURVEY RESULTS.

Mr. Shawn O'Leary, Director of Public Works, said Amber Integrated was commissioned to conduct a comprehensive survey aimed at assessing the community's stance on a proposed bond initiative for bridge repairs and replacement. The survey was conducted by Amber Integrated from June 23 through June 27, 2023, that included a pool of 400 Norman voters who are likely to participate in local elections. The survey results were weighted based on age, gender, level of education, and party affiliation.

Item 1, continued:

To reach a wide range of participants, both cell phones and landlines were included in the survey employing a combination of live callers and an online survey option.

Mr. Jackson Lyle with Amber Integration said Norman voters generally view bridges as safe and nearly 85% of likely voters in Norman believe the bridges in their community are either “very” or “somewhat” safe. He said there is general confusion and/or misunderstanding about how Norman’s bridges are funded and only a quarter of respondents believed the City was responsible for funding. A majority of voters (60%) believed the City was responsible for less than the current 80 bridges and had general concern about specific bridges in neighborhoods or the community and felt there was a lack of awareness about current bridge concerns. The Norman Transcript was referenced the most times (21%) when asking voters how they research local elections in Norman. He said respondents were more in favor of a ten year \$50 million bond program over a five year \$20 million bond program.

Mr. Lyle highlighted some of the survey results and said when asked how safe they think the bridges in Norman are, 30% said very safe; when asked if funding for bridge maintenance in Norman comes from the City, County, State, or Federal funds, 24% said City funds, 25% said County funds, 28% said State funds, and 17% said Federal funds; when asked if they were aware the City of Norman is responsible for bridge maintenance across the City’s nearly 190 square miles, 60% said no; when asked if they have been impacted by recent Norman bridge damage, closures, or repairs, 77% said no; when asked if they are currently concerned about a bridge in their community or neighborhood, 64% said no; when asked about the likely reason for bridges needing maintenance or replacement, 62% said the age of bridges; when asked which list of reasons they think is most likely the cause of Norman bridges needing maintenance and repair, 42% said all the reasons listed; when asked what prior bond elections they have typically voted to approve or oppose, 71% said they voted yes to approve; when asked how they primarily receive information or conduct research regarding local elections, 21% said local newspaper, 14% said local news, and 21% said the internet; when asked, assuming there are additional City propositions this year across several months, how likely would they be to vote, 83% said very likely; when asked if they would approve or oppose a five year \$20 million program that would fund the total replacement of three bridges and provide funding for major rehabilitation and maintenance on eight additional bridges, 58% would approve; when asked if they would approve or oppose a ten year \$50 million program that would fund the total replacement of ten bridges and provide funding for major rehabilitation and maintenance on nine additional bridges, 69% would approve; and when asked to describe their level of trust in City government, 49% said they have moderate trust.

Mr. Lyle said out of the two bond options, voters would most likely approve a \$50 million ten year bond program and proposed an election date of October 10, 2023; however, there are other election dates in November, February, or April.

If Council chooses to move forward with an October election, next steps include First Reading on July 25, 2023; Second Reading on August 8, 2023; development of campaign materials and a second survey in August 2023; active information campaign in September through October 2023; election on October 10, 2023; and beginning Bridge Maintenance Bond Program in May 2024.

Item 1, continued:

Mr. O’Leary highlighted proposed bridge bond locations that include 60th Avenue N.E.; North Porter Avenue; 72nd Avenue N.E.; Lindsey Street; 24th Avenue N.E.; 36th Avenue N.E.; East Post Oak Road; Franklin Road; 24th Avenue N.W.; West Robinson Street; Boyd Street; Iowa Street; East Robinson Street; and Main Street. He said total projected costs are \$49,788,582.

Councilmember Foreman said she supports the ten year bond program.

Councilmember Grant said she has been in support of the ten year bond program all along and would like to see that move forward.

Councilmember Holman said he supports the ten year program as well, but felt a November election would be better than October.

Mayor Heikkila said there seems to be consensus among Council to support a ten year \$50 million bond program.

Items submitted for the record

1. PowerPoint entitled, “Proposed Bridge Maintenance Bond Program, Survey #1 Results,” dated July 11, 2023
2. Norman Bridge Bond Survey #1 dated June 23 through June 27, 2023, by AMBER Integrated

* * * * *

2. DISCUSSION REGARDING AN EASEMENT, LEASE AGREEMENTS, AMENDMENT TO THE ROAD USE AGREEMENT, AND RIGHT-OF-WAY AGREEMENT WITH NEXTERA ENERGY TRANSMISSION SOUTHWEST RELATING TO ITS DRAPER- PLEASANT VALLEY-MINCO TRANSMISSION LINE PROJECT.

Ms. Beth Muckala, Assistant City Attorney, said items for tonight’s discussion on the NextEra Energy Transmission Southwest proposal includes Transmission Line Easement - Norman Utilities Authority (NUA) has leased property located at the northeast corner of Franklin Road and 12th Avenue N.E.; Compensation Agreement - setting compensation for Transmission Line Easement (on Council agenda tonight); Lay Down Yard Lease - same property as easement (on Council agenda tonight); Right-of-Way (ROW) Agreement - impacted crossings and access drive needs (on a future Council agenda); and Road Use Agreement (RUA) – Contract K-2223-146 was approved on April 25, 2023, but Staff would like to add/remove minimal routes (on a future Council agenda).

The project consists of 48 miles which is regulated by the Federal Energy Regulatory Commission (FERC) and was bid through Southwest Power Pool (SPP) for the purpose of connecting three Oklahoma Gas and Electric (OG&E) Company substations. Those substations include Draper, Pleasant Valley, and Minco as well as impacting Cleveland County, McClain County, and Grady County. Transmission poles are 345 kilovolts, 100 to 125 feet tall, have a compact footprint, are weather hardy, and have concrete foundations with guyed structures.

Item 2, continued:

Easement

The easement property is located at northwest corner of Franklin Road and 12th Avenue N.E. currently leased by NUA. NextEra requested 150 feet along the norther boundary; however, negotiations resulted in reduction (70.30 feet on west to 101.13 feet on east). Ms. Muckala said the property is approximately 5.22 acres that is outside of leased area and has no anticipated impact on a future North Water Reclamation Facility.

Ms. Muckala said large changes by the City and accepted by NextEra Energy Transmission (NEET) includes acceptance of City's counter offer for total compensation of \$125,280; completely defined boundary with additional approvals for any requested changes; removal of waiver and other language giving the City legal rights and avenues of recourse; replacement of indemnity, insurance, and related language (now in line with other City agreements); and property fully restored to original condition if abandoned.

Compensation Agreement

Compensation Agreement has terms of compensation for the easement only, but has some standard language for any damages incurred.

Lease

The lease is for the same property with a month-to-month renewal option for up to twelve months. The counter offer accepted by NEET includes \$36,000 for the first year with a \$2,000 signing bonus and \$4,500 monthly renewal if construction takes longer than anticipated. Large changes by the City accepted by NEET includes a closely defined boundary as well as access; removal of waiver and other language giving the City legal rights and avenues of recourse; "as is" lease (the City offers no warranties); replacement of indemnity, insurance, and related language (now in line with other City agreements); and property maintenance particulars to avoid nuisance type issues during construction.

Future Items

Future items include Amendment No. One for the Road Use Agreement that will control the manner of protecting and repairing roads and crossings and other construction. The contract initially approved on April 25, 2023, will need to be amended to add limited additional routes to the scope for safety reasons.

The ROW License Agreement addresses aerial crossing of lines with no underground lines and temporary construction drives/access. The City has a standard agreement on presence in ROW, but not for larger permanent utility projects. Staff intends to create an agreement that closely resembles the City's current ROW agreement and contains the same protections and guarantee language. The ROW License addresses additional or unique issues, construction drive before and after, impact on property and vegetation, etc. Ms. Muckala said the ROW License Agreement may be on the July 25th Council agenda.

Item 2, continued:

Timeline

In tonight’s meeting, Council will consider approval of the Easement, Compensation Agreement, and Lease Agreement. A future amendment to RUA and ROW Agreement is anticipated to be ready for Council’s consideration soon.

Mayor Heikkila thanked Staff for the update.

Items submitted for the record

- 1. PowerPoint entitled, “Agreements relating to NextEra Transmission Line,” dated July 7, 2023

* * * * *

ADJOURNMENT

The meeting was adjourned at 5:34 p.m.

* * * * *

ATTEST:

City Clerk

Mayor

File Attachments for Item:

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-11 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 LOT SEVEN (7), IN BLOCK ONE (1), TULL'S 1ST
ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1,
SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE
PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE
SEVERABILITY THEREOF. (1413 North Crawford Avenue)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Holiday Heights Real Estate, 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-2324-11 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 LOT SEVEN (7), IN BLOCK ONE (1), TULL'S 1ST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1413 North Crawford Avenue)

PROJECT OVERVIEW: The applicant, Holiday Heights Real Estate, L.L.C., requests to rezone the property at 1413 N. Crawford Avenue from R-1, Single Family Dwelling District, to SPUD, Simple Planned Unit Development, to allow commercial uses that include supporting activities for the nursing facility Holiday Heights, located across the alleyway, to the south of the subject site.

PROCEDURAL REQUIREMENTS:

GREENBELT COMMISSION: GBC23-21, August 15, 2023

The Greenbelt Commission forwards this item with no further comments.

PRE DEVELOPMENT MEETING: PD23-29, August 24, 2023

No neighbors attended this meeting.

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.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: A list of the allowable uses for the Property is attached in SPUD narrative as Exhibit C.

OPEN SPACE/PARKLAND: No increase to the existing building footprint is proposed. Open space is approximately 60% of the lot.

SITE PLAN: The Site Survey/Development Plan (Exhibit B) for the site is currently submitted with this SPUD. No new structures are anticipated from what is presented. Instead, applicant simply seeks permission for continuing the current use.

ACCESS: Access to the Property is existing and shall be permitted in the manner depicted on the attached Site Development Plan.

LANDSCAPING: No changes are proposed to the existing landscaping. In the event of future development, the Property shall be in conformity to the City of Norman ordinances, as amended from time to time.

SIGNAGE: The signage for the Property shall comply with Norman's applicable signage regulations for Office uses, as amended from time to time.

LIGHTING: All exterior lighting shall be installed in conformance with any applicable City of Norman regulations, as such may be amended from time to time.

SANITATION: Trash will be handled through existing dumpsters in coordination with the nursing facility location resources. Existing dumpsters are currently located on the southeast corner of the nursing facility property near Dale Street.

UTILITIES: The necessary utility services are already located on or near the Property.

PARKING: The intent is to allow overflow parking from the Nursing Home along the southern edge of the property as reflected in the site plan.

SIDEWALKS: No additional sidewalks are planned beyond those reflected in the Site Plan. The Property shall comply with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time.

EXISTING ZONING: The subject property is currently zoned R-1. The new commercial uses will support the activities for the Nursing Home next door. Because of that, it is not likely to increase the traffic in the area as the current use of the site has been in operation for an extended period.

ALTERNATIVES/ISSUES:

IMPACTS: The property is surrounded by residential and commercial. The existing use of the site should not cause significant changes on traffic in the area.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Building permits will be reviewed at the time of application.

PUBLIC WORKS/ENGINEERING: The property is already platted.

TRAFFIC ENGINEER: No Comments

UTILITIES: No Comments

CONCLUSION: Staff forwards this request for rezoning from R-1, Single Family Dwelling District, to a SPUD, Simple Planned Unit Development, and Ordinance No. O-2324-11 to the City Council.

At their September 14, 2023 meeting, Planning Commission unanimously recommended adoption of Ordinance No. O-2324-11, by a vote of 7-0.

O-2324-11

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 LOT SEVEN (7), IN BLOCK ONE (1), TULL'S 1ST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1413 North Crawford Avenue)

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

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

- § 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the R-1, Single Family Dwelling District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

Lot 7, Block 1, Tull's 1st Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

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

Ordinance No. O-2324-11
Page 2

§ 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 approved by the Planning Commission on September 14, 2023, and made a part hereof.

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

ADOPTED this _____ day of _____, 2023.

NOT ADOPTED this _____ day of _____, 2023.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

Holiday Heights Real Estate, L.L.C.

1413 N. Crawford

SIMPLE PLANNED UNIT DEVELOPMENT

APPLICANT:

Holiday Heights Real Estate, L.L.C.

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

***Amendment to Rezoning Or Special Use**
Application of July 21, 2023

*Applicant originally submitted Rezoning or Special Use Application on July 21, 2023; after consultation with City staff, request for relief has been amended to seek establishment of simple planned unit development

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- II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS
 - A. Location
 - B. Existing Land Use and Zoning
 - C. Elevation and Topography
 - D. Utility Services
 - E. Fire Protection Services
 - F. Traffic Circulation and Access
- III. DEVELOPMENT PLAN AND DESIGN CONCEPT
 - A. Permissible Uses
 - B. Building Height
 - C. Parking
 - D. Dumpster and Trash Enclosures
 - E. Miscellaneous Development Criteria

EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Permissible Uses
- D. Prior Rezoning or Special Use Application

I. INTRODUCTION

A. Background and Intent:

The subject property is a single residential lot of .22 acres located at 1413 N. Crawford Ave., in Norman, OK which is owned by the owners of the Holiday Heights SNF ("the Facility"). The lot is located directly north of and abuts the Facility, a commercial property. It is our understanding that the use of the property as a support location to the Facility actually pre-dates current ownership; though the full nature of that use is unknown at this time. The intent of the owners (and the requested relief) is to establish a simple planned unit development, limited to the lot at issue, so that the lot owners (the Facility) may continue to use the property in support of the skilled nursing facility. Specifically, the owners seek to allow staff to perform laundry in the house\building now located on the lot. No other development plans for building or the lot are anticipated. Staff also currently uses a portion of the lot to provide overflow parking and would like to continue to use the lot in this respect. This avoids the necessity for parking associated with the Facility to be on the street or in other locations less convenient to the surrounding area.

The general vicinity of the property (and much of the abutting property) are already zoned and utilized as commercial property. The proposed change would not, therefore, be contrary to the public interest or to our knowledge result in a negative impact on the neighbors or the neighboring area. No further physical change is anticipated unless requested by the City in order to allow the relief requested by applicant.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property is a single residential lot of .22 acres located at 1413 N. Crawford, Norman, OK. It is located immediately north of the Holiday Heights Skilled Nursing Facility and is owned by the Facility owners.

B. Existing Land Use and Zoning

Currently, the property is zoned for single family residential use. However, the home is unoccupied and has been used in an adjunct capacity to the nursing facility next door. (See previous application for rezoning or special use attached as Exhibit "D" which provides detail concerning current use.)

C. Elevation and Topography

The site's elevation and topography present no significant deviation from the surrounding area. No change to either is anticipated. See Site Development Plan\Survey which details existing structures. No new structures are anticipated.

D. Utility Services

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

E. 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 adopted City codes.

F. Traffic Circulation and Access

Access to the Property is existing and shall be permitted in the manner depicted on the attached Site Development Plan attached hereto as **Exhibit B**.

III. DEVELOPMENT PLAN

The subject property is a single residential lot of .22 acres located at 1413 N. Crawford Ave., in Norman, OK, which is owned by the owners of the Holiday Heights SNF ("the Facility"). The lot is located directly north of and abuts the Facility, a commercial property. It is our understanding that the use of the property as a support location to the Facility actually pre-dates current ownership; though the full nature of that use is unknown at this time. The intent of the owners (and the requested relief) is to establish a simple planned unit development, limited to the lot at issue, so that the lot owners (the Facility) may continue to use the property in support of the skilled nursing facility. Specifically, the owners seek to allow staff to perform laundry in the house\building now located on the lot. No other development plans for building or the lot are anticipated. Staff also currently uses a portion of the lot to provide overflow parking and would like to continue to use the lot in this respect. This avoids the necessity for parking associated with the Facility to be on the street or in other locations less convenient to the surrounding area.

A. Permissible Uses

A list of the allowable uses for the Property is attached hereto as **Exhibit C**.

B. Building Height

The existing building is a single story residential structure. No change to the structures external height or perimeter is planned.

C. Parking

The intent is to allow overflow parking from the Nursing Home along the southern edge of the property as reflected in the site plan.

D. Sanitation

Trash will be handled through existing dumpsters in coordination with the nursing facility location resources. Existing dumpsters are currently located on the southeast corner of the nursing facility property near Dale Street.

E. Miscellaneous Development Criteria

1. Site Plan

The Site Survey\Development Plan (Exhibit B) for the site is currently submitted with this SPUD. No new structures are anticipated from what is presented. Instead, applicant simply seeks permission for conforming use. Lot size is roughly 9583 square feet and existing house is roughly 1056 square feet. Open space is therefore approximately 60% of existing lot, including noted storage buildings and gazebo area which is marked as a concrete pad with metal overhang on the Site Plan.

Open Space

No increase to the existing building footprint is being proposed. Open space is approximately 60 % of the lot.

2. Signage

The signage for the Property shall comply with Norman's applicable signage regulations for Office uses, as amended from time to time.

3. Sidewalks

No additional sidewalks are planned beyond those reflected in the Site Plan. The Property shall comply with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time.

4. Lighting

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

5. Landscaping

No changes are proposed to the existing landscaping. In the event of future development, the Property shall be in conformity to the City of Norman ordinances, as amended from time to time.

6. Area regulations

No changes are proposed to the existing regulations other than to the extent necessary to allow for requested uses as set forth herein.

Front yard setback 30 feet

Side yard setback 5 feet.

Rear yard setback 20 feet. (11 feet for accessory structures).

Building coverage 40%
Impervious coverage 65%

EXHIBIT A

Legal Description of the Property

TULL'S 1, LOT 7, BLOCK 1

1413 N. CRAWFORD

EXHIBIT B

Site Survey\Development Plan

See attached- No new structures are anticipated*

* Original Site Plan Survey has been provided to and is in possession of Planning Department in coordination with application submission. Copy is attached.

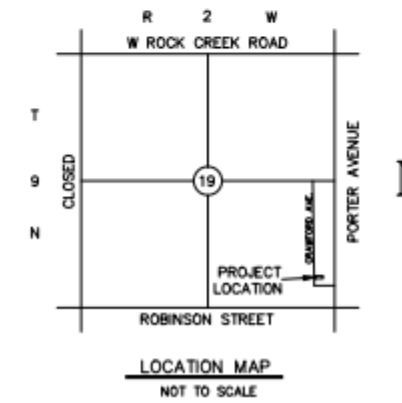
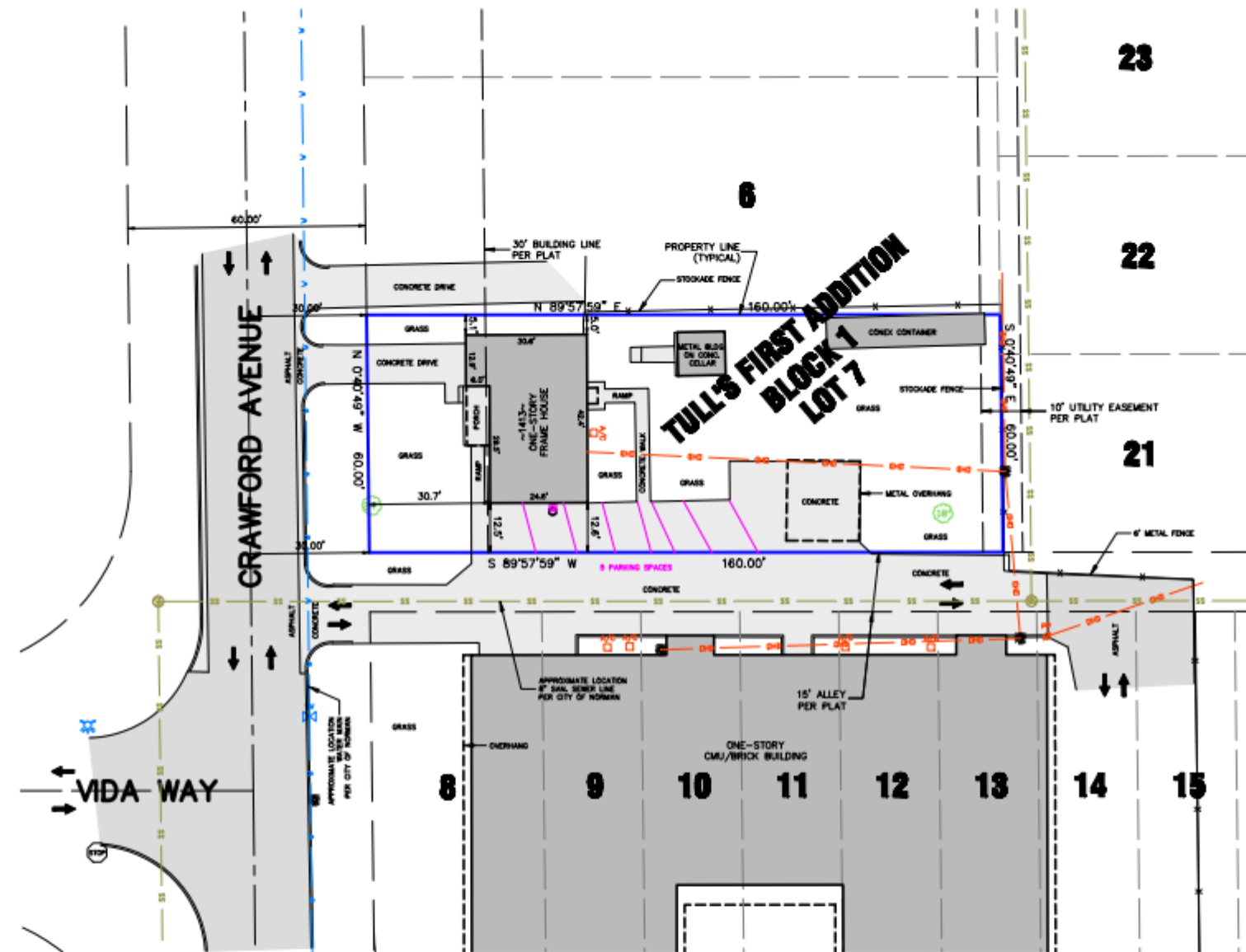
EXHIBIT C

Permissible Uses

1. **Property and buildings shall allow uses as outlined below:**

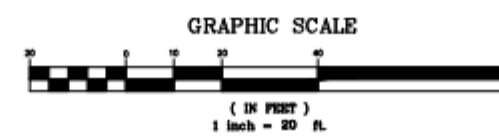
- Existing structure may be used to perform laundry services for the adjacent nursing facility.
- Parking will be allowed on the southern perimeter of the property as reflected in the site survey\plan.
- Existing Structure may be used for Records\Equipment storage in support of adjacent nursing facility
- Existing Structure may be used for overflow administrative work in support of adjacent nursing facility

EXHIBIT B

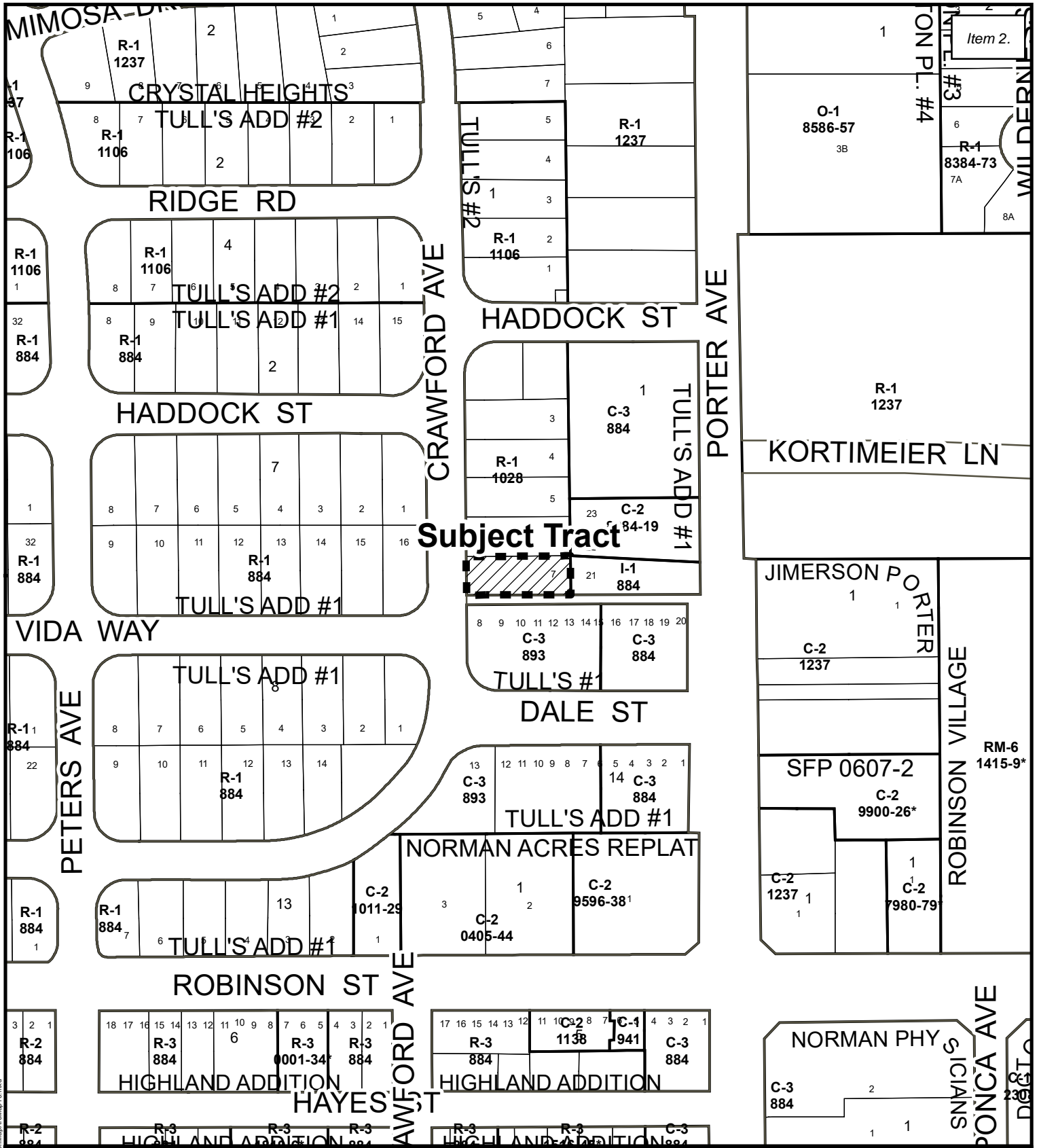


LEGEND

- | | | | |
|--|-------------------------|--|-------------------------------------|
| | - AIR CONDITIONING UNIT | | - PULL BOX |
| | - CLEAN OUT | | - POWER POLE |
| | - ELECTRIC MANHOLE | | - POWER POLE W/ UNDERGROUND SERVICE |
| | - ELECTRIC RISER | | - SPRINKLER HEAD |
| | - FIRE DEPT. CONNECTION | | - SPRINKLER VALVE |
| | - FIRE HYDRANT | | - SANITARY SEWER MANHOLE |
| | - FUEL FILLER PORT | | - STORM SEWER MANHOLE |
| | - GAS METER | | - SIGN |
| | - GUARD POST | | - TELEPHONE MANHOLE |
| | - GAS VALVE | | - TELEPHONE RISER |
| | - GUY WIRE | | - TELEPHONE UNDERGROUND |
| | - INLET | | - TRAFFIC SIGNAL LIGHT |
| | - LIGHT POLE | | - VENT |
| | - MONITORING WELL | | - WATER METER |
| | - MAIL BOX | | - WATER VAULT |
| | - MARKER | | - WATER VALVE |
-
- | | |
|--|-----------------------|
| | - ELECTRIC LINE |
| | - SANITARY SEWER LINE |
| | - WATER LINE |
| | - FENCE |
| | - OVERHEAD LINE |
| | - STORM SEWER LINE |
| | - POWER OPTIC LINE |
| | - GAS LINE |



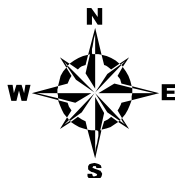
	1413 N CRAWFORD AVE SITE PLAN		
	SURVEYING - MAPPING - CONSULTING <small>Oklahoma CA No. 4601</small> ***ONLY COPIES SIGNED & SEALED IN BLUE INK ARE VALID*** <small>All rights reserved under copyright.</small>		
<small>PO Box 120 Clifton, OK 73016 Phone: (405) 306-7675 Email: bob@manleypls.com</small>	<small>Project No: 4019 Drawn By: rem DWG File: 4019.dwg</small>	<small>Date: 02/09/23 Party Chgt: b.manley FB/Data File: 4019.rw5</small>	<small>Scale: 1" = 20' Revisions: Sheet #: 1 of 1</small>



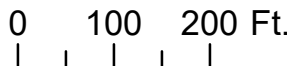
Location Map



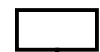
Map Produced by the City of Norman
 Geographic Information System.
 The City of Norman assumes no
 responsibility for errors or omissions
 in the information presented.



August 1, 2023



Subject Tract



Zoning

Applicant: Holiday Heights Real Estate LLC

Project Location: 1413 N Crawford Ave

Case Number: PD 23-29

Time: 5:30 p.m.

Applicant/Representative

LeAnna McNally
Michael De Yong

Attendees

No attendees

City Staff

Beth Muckala, Assistant City Attorney III
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II

Application Summary

The applicant requests an amendment to Norman 2025 from Low density residential to commercial, rezone from R-1 Single Family Dwelling District to SPUD, Simple Planned Unit Development.

Neighbor's Comments/Concerns/Responses

No Comments.

ORDINANCE NO. O-2324-11

ITEM NO. 5

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Holiday Heights Real Estate, L.L.C.
REQUESTED ACTION	Rezoning to SPUD, Simple Planned Unit Development District
EXISTING ZONING	R-1, Single Family Dwelling District
SURROUNDING ZONING	North: R-1, Single Family Dwelling District East: I-1, Light Industrial District South: C-3, Intensive Commercial District West: R-1, Single Family Dwelling District
LOCATION	1413 N. Crawford Avenue
WARD	8
CORE AREA	No
AREA/SF	0.22 acres more or less
PURPOSE	To allow commercial uses that support activities for the skilled nursing facility
EXISTING LAND USE	Residential
SURROUNDING LAND USE	North: Residential East: Commercial South: Commercial (Nursing Home) West: Residential
LAND USE PLAN DESIGNATION	Low Density Residential Designation
PROPOSED LAND USE DESIGNATION	Commercial Designation
GROWTH AREA DESIGNATION	Current Urban Service Area

PROJECT OVERVIEW: The applicant, Holiday Heights Real Estate, L.L.C., requests to rezone property at 1413 N. Crawford Avenue from R-1, Single Family Residential to SPUD, Simple Planned Unit Development to allow commercial uses that include supporting activities for the nursing facility Holiday Heights, located across the alleyway, to the south of the subject site.

PROCEDURAL REQUIREMENTS:

GREENBELT COMMISSION: GBC23-21, August 15, 2023

The Greenbelt Commission forwards this item with no further comments.

PRE DEVELOPMENT MEETING: PD23-29, August 24, 2023

No neighbors showed up to this meeting.

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.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: A list of the allowable uses for the Property is attached in SPUD narrative as Exhibit C.

OPEN SPACE/PARKLAND: No increase to the existing building footprint is being proposed. Open space is approximately 60 % of the lot.

SITE PLAN: The Site Survey/Development Plan (Exhibit B) for the site is currently submitted with this SPUD. No new structures are anticipated from what is presented. Instead, applicant simply seeks permission for continuing the current use.

ACCESS: Access to the Property is existing and shall be permitted in the manner depicted on the attached Site Development Plan.

LANDSCAPING: No changes are proposed to the existing landscaping. In the event of future development, the Property shall be in conformity to the City of Norman ordinances, as amended from time to time.

SIGNAGE: The signage for the Property shall comply with Norman's applicable signage regulations for Office uses, as amended from time to time.

LIGHTING: All exterior lighting shall be installed in conformance with any applicable City of Norman regulations, as such may be amended from time to time.

SANITATION: Trash will be handled through existing dumpsters in coordination with the nursing facility location resources. Existing dumpsters are currently located on the southeast corner of the nursing facility property near Dale Street.

UTILITIES: The necessary utility services are already located on or near the Property.

PARKING: The intent is to allow overflow parking from the Nursing Home along the southern edge of the property as reflected in the site plan.

SIDEWALKS: No additional sidewalks are planned beyond those reflected in the Site Plan. The Property shall comply with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time.

EXISTING ZONING: The subject property is currently zoned residential. The new commercial uses will support the activities for the Nursing Home next door. Because of that, it is not likely to increase the traffic in the area as the current use of the site has been in operation for an extended period.

ALTERNATIVES/ISSUES:

IMPACTS: The property is surrounded by residential and commercial. The existing use of the site should not cause significant changes on traffic in the area.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Building permits will be reviewed at the time of application.

PUBLIC WORKS/ENGINEERING: The property is already platted.

TRAFFIC ENGINEER: No Comments

UTILITIES: No Comments

Item 2.

CONCLUSION: Staff forwards this request for rezoning from R-1, Single Family Dwelling District, to a SPUD, Simple Planned Unit Development, and Ordinance No. O-2324-11 to the Planning Commission for consideration and recommendation to City Council.



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, September 14, 2023 at 7:00 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 14th day of September, 2023.

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 7:00 p.m.

ROLL CALL

PRESENT

Cameron Brewer
Steven McDaniel
Liz McKown
Erica Bird
Douglas McClure
Jim Griffith
Maria Kindel

ABSENT

Kevan Parker
Michael Jablonski

A quorum was present.

STAFF PRESENT

Jane Hudson, Planning Director
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Roné Tromble, Admin. Tech. IV
Beth Muckala, Assistant City Attorney
David Riesland, Transportation Engineer
Todd McLellan, Development Engineer
Bryce Holland, Multimedia Specialist

NON-CONSENT ITEMS**Holiday Heights 2025 & SPUD**

4. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Resolution No. R-2324-41: Holiday Heights Real Estate, L.L.C. requests amendment of the NORMAN 2025 Land Use & Transportation Plan from Low Density Residential Designation to Office Designation for 0.22 acres of property located at 1413 N. Crawford Avenue.

ITEMS SUBMITTED FOR THE RECORD:

1. NORMAN 2025 Map
2. Staff Report

5. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2324-11: Holiday Heights Real Estate, L.L.C. requests rezoning from R-1, Single Family Dwelling District, to SPUD, Simple Planned Unit Development, for 0.22 acres of property located at 1413 N. Crawford Avenue.

ITEMS SUBMITTED FOR THE RECORD:

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

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

PRESENTATION BY THE APPLICANT: None

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Motion made by Griffith, seconded by Brewer, to recommend adoption of Resolution No. R-2324-41 and Ordinance No. O-2324-11 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Bird, McClure, Griffith, Kindel

The motion to recommend adoption of Resolution No. R-2324-41 and Ordinance No. O-2324-11 to City Council passed by a vote of 7-0.

*

File Attachments for Item:

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O2324-12 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 LOT TWO (2), IN BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND FROM THE CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1027 and 1035 South Berry Road)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Sooner Traditions, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-12 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 LOT TWO (2), IN BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND FROM THE CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1027 and 1035 South Berry Road)

PROJECT OVERVIEW: The applicant, Sooner Traditions, L.L.C. is requesting to rezone the subject tract from R-1, Single Family Dwelling District (1027 S. Berry Rd.), and CO, Suburban Office Commercial District (1035 S. Berry Rd.), to SPUD, Simple Planned Unit Development District, to allow for a restaurant, a detached one-family dwelling, and/or an office building. The site consists of one lot on 1.33 acres. The proposed development will follow a site plan and a SPUD Narrative; see attached. The applicant is requesting a SPUD; the SPUD will establish limitations on building height and requirements for tree replacement. The applicant is limiting the building height to no more than one story and establishing replacement guidelines for removal of mature trees.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GBC23-22, August 18, 2023

Greenbelt forwards this item with no additional comments.

PRE-DEVELOPMENT MEETING: PD23-25, July 13, 2023

The applicant's attorney and architect reviewed the project and site plan. Attendees had questions regarding the traffic this project will create and how it will affect traffic on S. Berry Rd. They would like to see a right-turn only onto S. Berry Rd. but a two-way is proposed. The applicant explained a traffic memo would be prepared. Attendees asked if the only use that will be allowed will be a restaurant. The applicant explained all possible uses for the site will be

included in the SPUD Narrative. Attendees voiced concerns regarding noise and lighting. They also expressed concern for the build line shown on the site plan. The applicant explained it would be edited before Planning Commission.

BOARD OF PARKS COMMISSIONERS: n/a

This application is not required to go to the Board of Parks Commissioners.

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.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: The SPUD Narrative includes the following uses:

- Restaurant, with associated outdoor patio, parking, and ancillary uses.
- Detached one-family dwelling.
- Office building and use (on the south half of the Property only).

OPEN SPACE: The impervious area for the subject property shall not exceed 75%. There shall be a minimum twenty-five (25') foot landscape buffer along the west property line, except for the deck area around the building, a minimum eighteen (18') foot landscape buffer along the north property line, and a minimum ten (10') foot landscape buffer along the east property line.

SITE PLAN/ACCESS: The proposed site plan shows one access point on S. Berry Rd. This access point leads to a shared access point with the property to the east. There is a one-way in/out access point on W. Lindsey St. There are 83 parking spaces proposed. The proposed restaurant is approximately 5,000 square feet with a deck extending around the west and south sides. The existing bus stop is shown to remain.

LANDSCAPING: The SPUD Narrative discusses tree preservation and states the applicant will plant two trees, minimum two-inch caliper, should any one mature tree need to be removed.

SIGNAGE: If the property is developed as a restaurant, the signage will follow commercial sign code regulations. If the property is developed as any other use, the north half will comply with the low density residential sign code regulations and the south half will comply with office sign code regulations.

LIGHTING: The development will meet the City's Commercial Outdoor Lighting Standards ordinance requirements.

SANITATION: An enclosed dumpster is shown on the site plan directly to the east of the proposed building.

PARKING: The proposed site plan shows 83 parking spaces. The SPUD Narrative states the development will not exceed 83 parking spaces.

SIDEWALKS: Sidewalks are proposed along the street frontages of S. Berry Rd. and W. Lindsey St.

EXTERIOR BUILDING MATERIALS: The SPUD Narrative states the building may have exterior materials of any combination of the following: brick, glass, stone, synthetic stone, stucco, EFIS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials.

FENCING: The subject property will feature an 8' brick and/or masonry screening wall along the north and east property lines. No other fencing is required.

HEIGHT: The SPUD Narrative states the height of the proposed building is restricted to one story.

EXISTING ZONING: This site was subdivided by warranty deed many years ago; legally this area is one lot with two zonings. The north portion, 1027 S. Berry Rd., has been zoned R-1, Single-Family Dwelling District, since February 22, 1955. The south portion, 1035 S. Berry Rd. was rezoned to CO, Suburban Office Commercial, on July 7, 1981. The City has received applications to rezone/redevelopment this property previously, however, nothing has been approved to date. The use of a restaurant is not allowed in either of the existing zoning districts.

ALTERNATIVES/ISSUES:

IMPACTS: The property is already platted so a Traffic Impact Analysis (TIA) is not required. However, a Traffic Impact Memo was submitted by the applicant to the City Traffic Engineer for review. The study showed that there will be minimal impact on the traffic in the area. There are two access points proposed for this development, one located on S. Berry Rd. and one located on W. Lindsey St. Please see the Traffic Memo and report from the City of Norman Traffic Engineer. This is a reduction of curb cuts from three down to two.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Fire review will be completed with the submittal of a building permit.

PUBLIC WORKS/ENGINEERING: The property is platted and all rights-of-way and easements have been dedicated. All public improvements are installed and accepted. Stormwater will continue to sheet flow to the south and west across the site as it has historically. Low Impact Development Techniques such as bioretention swales, rain gardens, flow through planters, and tree wells will be utilized to increase storm water infiltration and water quality.

TRAFFIC ENGINEER: Please see the attached Traffic Impact Review memo from TEC. In addition, please see the attached report, Development Review Form, Transportation Impacts, from the Traffic Engineer with the City of Norman.

UTILITIES: No additional comments from Utilities at this time.

CONCLUSION: Staff forwards this request for rezoning from R-1, Single-Family Dwelling District, and CO, Suburban Office Commercial District, to SPUD, Simple Planned Unit Development, and Ordinance No. O-2324-12 to City Council.

Planning Commission, at their September 14, 2023 meeting, unanimously recommended adoption of Ordinance No. O-2324-12, by a vote of 7-0.

O-2324-12

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 LOT TWO (2), IN BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND FROM THE CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1027 and 1035 South Berry Road)

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

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

- § 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the R-1, Single Family Dwelling District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

The North 150 feet of Lot Two (2), in Block Ten (10), of Pickard Acres Addition, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Ordinance No. O-2324-12
Page 2

§ 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 CO, Suburban Office Commercial District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

The South 152.5 feet of Lot Two (2), in Block Ten (10), of Pickard Acres Addition, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

§ 6. 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 approved by the Planning Commission on September 14, 2023, and made a part hereof.

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

ADOPTED this _____ day of _____, 2023.

NOT ADOPTED this _____ day of _____, 2023.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

**1027 AND 1035 S. BERRY ROAD
NORMAN OK**

SIMPLE PLANNED UNIT DEVELOPMENT

APPLICANT:

SOONER TRADITIONS, L.L.C.

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Submitted August 1, 2023
Revised September 26, 2023

PREPARED BY:

RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

TABLE OF CONTENTS

I. INTRODUCTION

Background and Intent

II. PROPERTY DESCRIPTION/EXISTING PROPERTY CONDITIONS

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

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Permitted Uses
- B. Area Regulations
- C. Open Space
- D. Traffic Access, Circulation, Sidewalks
- E. Landscaping/Tree Preservation
- F. Signage
- G. Lighting
- H. Fencing
- I. Height
- J. Parking
- K. Exterior Materials

EXHIBITS

- A. Site Development Plan
- B. Allowable Uses
- C. Open Space Diagram

I. **INTRODUCTION**

This Simple Planned Unit Development (the “**SPUD**”) is being submitted for the property located at the Northeast corner of the South Berry Road and West Lindsey Street intersection, which is commonly known as 1027 and 1035 S. Berry Road, Norman, OK (the “**Property**”). The Property consists of one platted lot that was subdivided through different zoning requests over time. This request seeks to return the zoning classification and use of the Property back to a one single platted lot. Currently, the south half of the Property is zoned CO, Suburban Office Commercial District, and the north half is zoned R-1, Single-Family Dwelling District. However, the properties on all three other corners of the Lindsey Street and Berry Road intersection are all NORMAN 2025 Planned Commercial, and zoned C-1 or C-2 Commercial districts. The Applicant seeks to develop a restaurant on the Property that will improve the area and appropriately utilize an essential intersection in Norman, while ensuring compatibility with nearby residential areas.

II. **PROPERTY DESCRIPTIONS; EXISTING CONDITIONS**

A. **Location**

The Property is located at the Northeast corner of the South Berry Road and West Lindsey Street intersection, which is commonly known as 1027 and 1035 S. Berry Road, Norman, Oklahoma.

B. **Existing Land Use and Zoning**

The south half of the Property is currently zoned CO, Suburban Office Commercial District and the north half of the Property is zoned R-1, Single-Family Dwelling District. The south half of the Property is currently designated on NORMAN 2025 as Office and the north half of the Property is designated Low Density Residential. As noted above, all other corners of the Lindsey Street and Berry Road intersection are NORMAN 2025 Planned Commercial, and zoned C-1, Local Commercial or C-2, General Commercial.

C. **Elevation and Topography; Drainage**

The Property gently slopes southwest. No portion of the Property is in the FEMA 100-year flood plain or the WQPZ. The Applicant will utilize low impact development techniques (“LIDs”) and best management practices (“BMPs”) in the development of the Property to control stormwater runoff.

D. **Utility Services**

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

E. Fire Protection Services

Fire protection services are as provided by the City of Norman Fire Department and per the City of Norman regulations for such. If required, fire hydrants will be installed on or near the Property in compliance with the applicable provisions of Norman's fire and building codes.

F. Traffic Circulation and Access

There are currently three access points on South Berry Road for the Property.

G. Fencing

The Property currently has no boundary fencing.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in conformance with the Site Development Plan, attached hereto as **EXHIBIT A**, subject to final design development and the changes allowed by Section 36-510 of the City of Norman's Municipal Code, as may be amended from time to time. The exhibits attached hereto are incorporated herein by reference.

A. Uses Permitted

This SPUD will retain the Property's existing allowable uses, with the addition of restaurant and associated uses depicted on the Site Development Plan. An exhaustive list of the allowable uses for the Property is attached hereto as **EXHIBIT B**. The restaurant building that is planned to be constructed on the Property shall contain no more than 5,000 square feet of conditioned interior space. The patio space shall be in addition to the size limitation enumerated in the preceding sentence.

B. Area Regulations

North Setback: If the Property is developed as a restaurant pursuant to this SPUD, there shall be a minimum of 190' foot building setback from the North property line. If the Property is developed under one of the other allowable uses enumerated on Exhibit B, there shall be a minimum ten (10') foot building setback from the North property line for residential uses. If an office use is developed, the building shall only be allowed within the South half of the Property.

South Setback: If the Property is developed as a restaurant pursuant to this SPUD, there shall be a minimum twenty-five (25') foot building setback from the South property line, provided that the outdoor patio deck may be built all the way to the

property line. If the Property is developed under one of the other allowable uses enumerated on Exhibit B, there shall be a minimum ten (10') foot building setback from the South property line.

East Setback: If the Property is developed as a restaurant pursuant to this SPUD, there shall be a minimum forty-five (45') foot building setback from the East property line. If the Property is developed under one of the other allowable uses enumerated on Exhibit B, there shall be a minimum ten (10') foot building setback from the East property line.

West Setback. There shall be a minimum twenty-five (25') foot building setback from the West property line, provided that the outdoor patio deck may be built all the way to the property line.

The building setbacks enumerated herein shall be applicable to vertical habitable or occupiable structures.

C. Open space and green space

The impervious area for the Property shall not exceed 75%. There shall be a minimum twenty-five (25') foot landscape buffer along the West property line, except for the deck area around the building, a minimum eighteen (18') foot landscape buffer along the North property line, and a minimum ten (10') foot landscape buffer along the East property line. Notwithstanding the foregoing, some improvements, such as, but not limited to, the patio deck area, pedestrian bike access path, sidewalks, architectural benches and features, and/or a paved walkway around the building, may encroach within the landscape buffers in the manner shown on the Site Development Plan. Additionally, the Applicant will utilize low impact development techniques ("LIDs") and best management practices ("BMPs") in the development of the Property. The locations and types of LIDs and BMPs are subject to modification during final site development.

D. Traffic access/circulation/sidewalks

There are currently three access points on South Berry Road for the Property, which as noted above is currently being used as if it were two separate lots. The Applicant proposes removing two of those access points, relocating one of them farther north, and providing a new access point on Lindsey Street. New sidewalks would be installed along Berry Road frontage. The access point from Lindsey Street shall be restricted access of right in, right out only.

E. Landscaping/Tree Preservation

Trees shall be preserved by the Applicant, when possible, to fit the proposed site plan. If the Applicant needs to remove a mature tree in order to facilitate the development of the Property per the site plan, the Applicant shall plant two (2) trees, minimum two-inch caliper, on the Property, in a location to be determined by

the Applicant. Additionally, no trees located within the public right of ways, will be removed by the Applicant unless one or more of the following circumstances apply: (i) a tree needs to be removed or altered in order to comply with Norman's City Ordinances, as amended from time to time; (ii) a tree(s) needs to be removed to allow for installation of the new sidewalk and entry drive approaches, utility installation, bus stop changes, or other infrastructure modifications; or (iii) a tree is a dangerous tree or diseased or infected tree as defined in Article X of Chapter 16 of the City of Norman's Code of Ordinances, as amended from time to time.

F. Signage

If the Property is developed as a restaurant pursuant to this SPUD, the Property may feature signage that complies with the City of Norman's sign code for commercial uses, as may be amended from time to time. If the Property is developed as any of the other allowable uses enumerated in Exhibit B, the north half of the Property will comply with the City of Norman's sign code for low density residential uses and the south half of the Property will comply with the City of Norman's sign code for office uses.

G. Lighting

The Applicant shall meet the City of Norman's Commercial Outdoor Lighting Standards, as amended from time to time. The Property will endeavor to utilize low level and/or shielded directional LED lighting in the parking lot areas, to the extent reasonably feasible to maintain appropriate level of lighting for safe pedestrian and vehicular use.

H. Fencing

The Property currently has no boundary fencing. The Property will feature an eight (8') foot brick and/or masonry screen wall along the North boundary of the Property and along the East boundary of the Property in the areas shown on the Site Development Plan. No other fencing is required on the Property.

I. Height

Height shall be restricted to no more than one (1) story for all building structures.

J. Parking

The Property shall comply with Norman's applicable parking ordinances, as amended from time to time. Additionally, bike racks will be provided on the Property to encourage and support multi-modal transportation to and from the development. Notwithstanding the foregoing, the Property shall not exceed 83 parking spaces.

K. Exterior Materials

Exterior materials of the building to be constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof.

EXHIBIT A
Site Development Plan
Full Size PDF Provided to City Staff



 **Preliminary Site Development Plan**

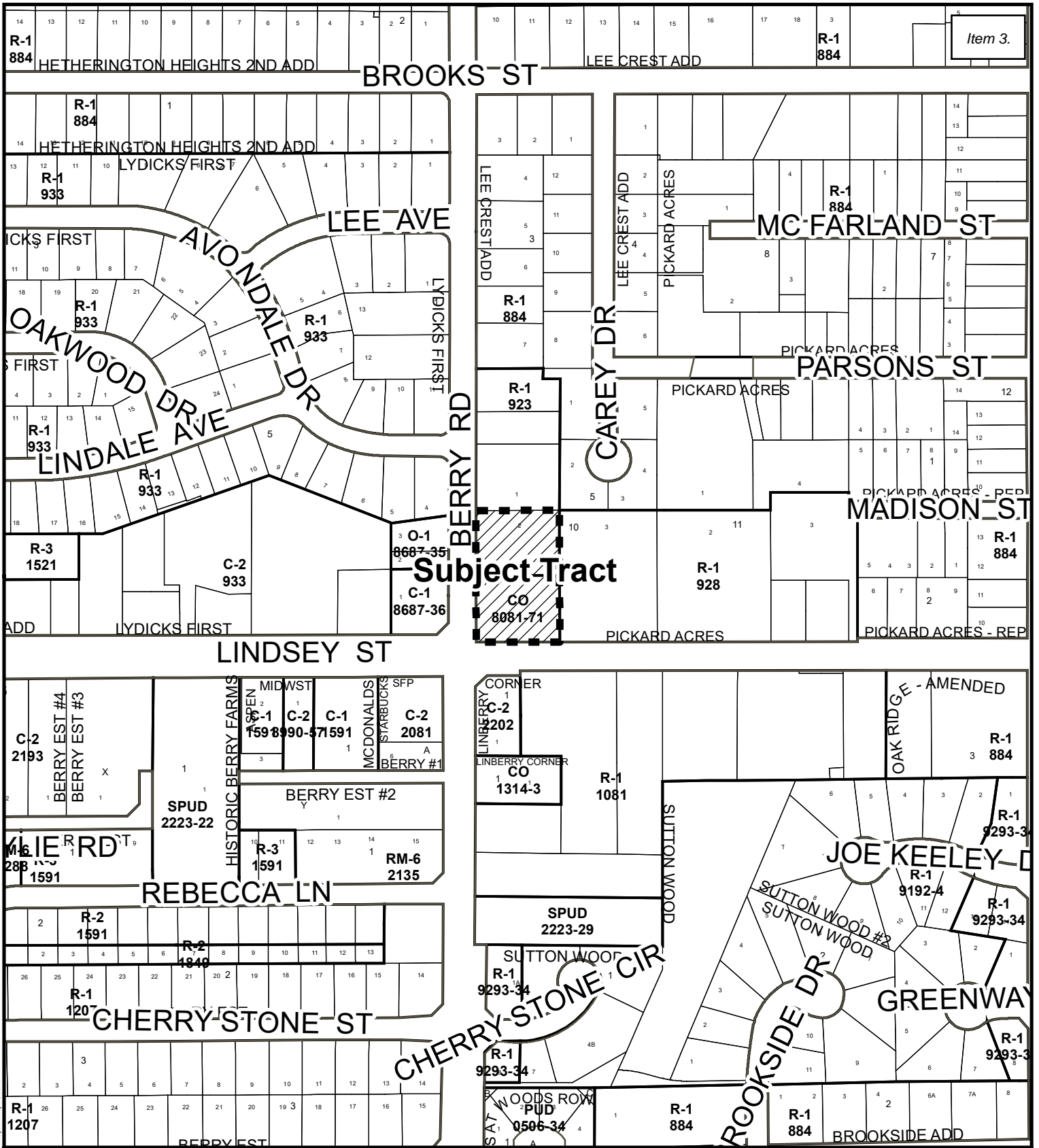
EXHIBIT B

Allowable Uses

- Restaurant, with associated outdoor patio, parking, and ancillary uses.
- Detached one-family dwelling.
- Office building and OFFICE use (*on the south half of the Property only*).

EXHIBIT C
Open Space Diagram
Full Size PDF Provided to City Staff

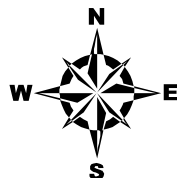




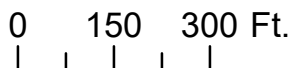
Location Map



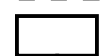
Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



August 2, 2023



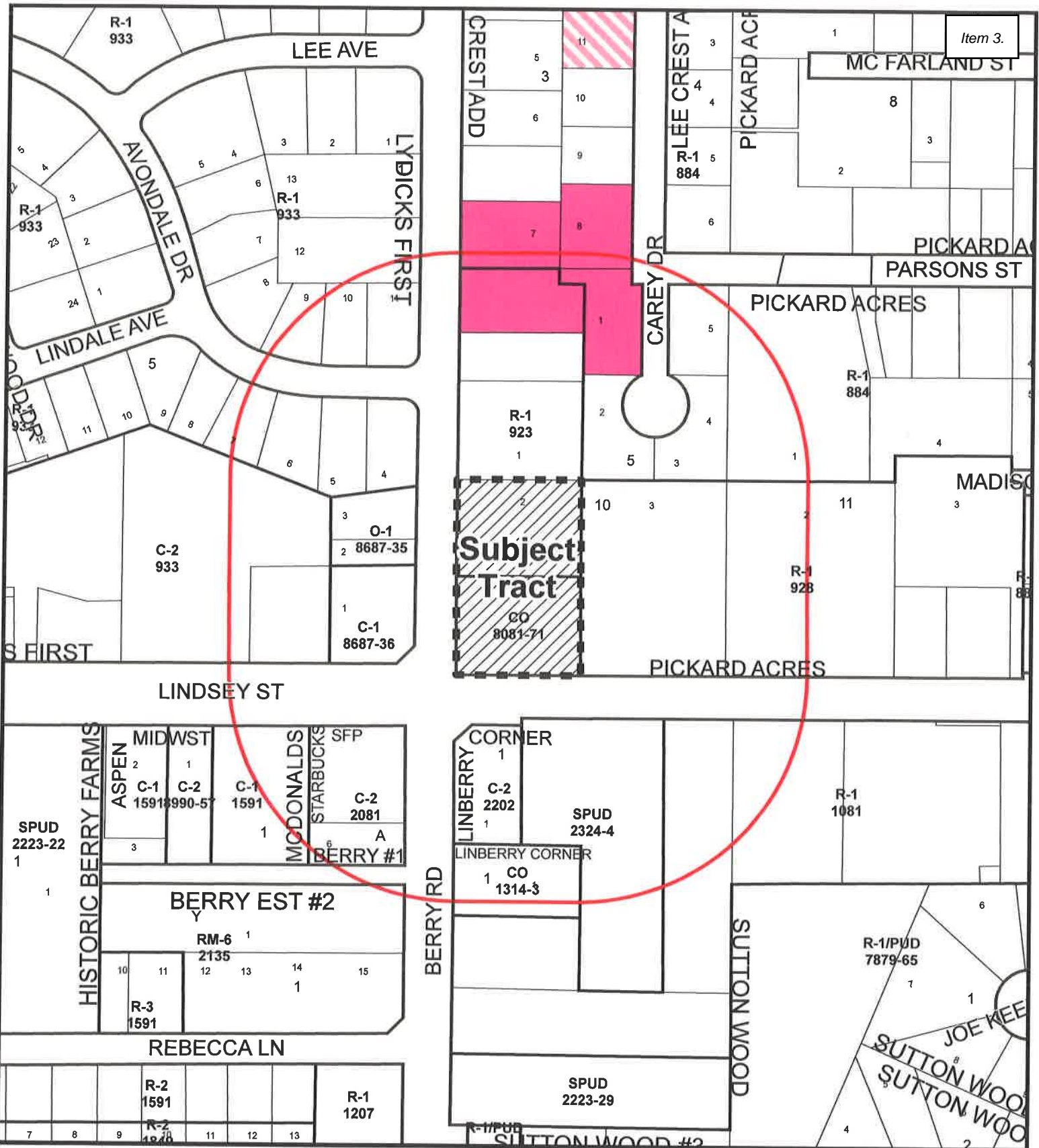
Subject Tract



Zoning

Items 6-7
Sooner Traditions
NE Corner Lindsey Street &
Berry Road

PROTESTS

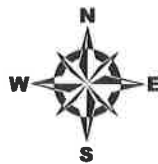


Protest Map

6.9% Protest Within Notification Area



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



0 100 200 Feet

September 12, 2023

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

Dana Drury and Stephen Maple
 951 South Berry Road
 Norman, OK 73069

September 7, 2023

Hand Delivered

Norman Planning Commission
 201-A West Gray Street (PO Box 370)
 Norman, OK 73069

RE: 1027 and 1035 South Berry Road

Dear Commissioners,

We are once again protesting the Sooner Traditions proposal to change the zoning from R-1/CO to commercial for the subject parcels at the northeast corner of Berry Road and Lindsay.

We are very appreciative of Sooner Traditions' efforts to resolve area homeowners' concerns with the development, such as noise and light pollution. We like the current proposed SPUD showing a restaurant. The drawings and the layout are just beautiful! One of the things we love about where we live is easy walking distance to numerous fabulous restaurants. However, Sooner Traditions cannot resolve our problem with this proposed zoning change, which is the fact that Berry Road north of Lindsay is not designed for commercially zoned entry/egress.

- We would remove our opposition if the only entrance/exit to the development was on Lindsay and incorporated all modifications agreed to during the meeting with Hunter Miller held on August 31.
- Berry Road north of Lindsay to Brooks is a residential street: narrow, two-lane, single-family houses, tree canopy with (deteriorating) sidewalk on only the west side of Berry.
- Berry Road north of Brooks to Main, is fed by residential streets with no direct access to commercial development until the intersection at Main – a mile north of the proposed rezoning. Notably the Berry and Main intersection has center, left and right turn lanes, unlike the Berry – Lindsay intersection.
- *There is no proposed entrance for eastbound Lindsay traffic into this proposed development.* Westbound Lindsay can enter and exit, but eastbound Lindsay must turn left onto Berry to access the property. When exiting the property, people wanting to travel eastbound on Lindsay must make a left turn out onto Berry (good luck with that at lunchtime and early evening!) or else right turn out onto Berry and meander through the neighborhoods north of the intersection to get back to Lindsay.
- Proximity to the university and west Lindsay commerce results in frequent bicycle, skateboard, scooter and pedestrian traffic on Berry year-round, day and night. There is only a sidewalk on the west side of Berry until Brooks.
- Southbound traffic on Berry already backs up to Lee daily during lunch and evening commutes. Traffic often backs up to Brooks, especially when students are in town. A commercial

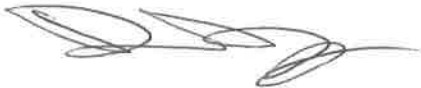
**-ILED IN THE OFFICE
 OF THE CITY CLERK
 ON 9/11/23**

establishment that requires a left turn from southbound Berry will only exacerbate an existing terrible situation. Traffic backing up will inevitably lead to drivers escaping the gridlock by routing through Berry intersecting residential streets (Brooks, Lee, Avondale, Caddell, Cruce, Leslie).

- I have lived in Norman almost my entire life — over 20 years just north of the Berry/Lindsay intersection — there hasn't been any access to the strip mall on the NW corner from Berry. Only Lindsey traffic has access to the strip mall. Why is that and does it have relevance to this proposed development?
- To accommodate the additional traffic entering and exiting a commercial property from a residential street, the Lindsay/Berry intersection could be widened. Of course, a nice wide, modern intersection that eases traffic flow will increase traffic ... which will only make things worse farther north on Berry, which is still a residential street until the Main intersection.

This is the fourth time we have opposed this planned development and rezoning in the past eight years and we will remain in opposition until substantial upgrade to the Berry – Lindsay intersection is underway or else the only entrance/egress to the commercial development is from Lindsay.

Dana Drury



Stephen Maple



The City of Norman
Planning and Community Development
201 West Gray, Bldg. A
Norman, OK 73069

Re: Notice of Request for Norman 2025 Land Use
and Transportation Plan Amendment and
Rezoning.

Dear Planning Commission:

I have read the Notice of Request for Norman 2025 Land Use and Transportation Plan Amendment and
Rezoning notice dated 23 August, 2023 and have developed the following opinion in regard to changing the
zoning from CO (Suburban Office Commercial) to SPUD for the property located at 1035 South Berry Road and
the change from R-1 (Single Family Dwelling) to SPUD for the property located at 1027 South Berry Road.

I, JOHN B. CORNWELL (printed name)

Own or reside at the property located

818 CAREY DRIVE
NORMAN, OK 73069

Am (check the one that applies)

Approve of the rezoning

Oppose the rezoning

Do not have an opinion about the rezoning

Sincerely,

[Signature] (signature)

1 SEPT 2023 (date)

FILED IN THE OFFICE
OF THE CITY CLERK
IN 9/11/23

The City of Norman
Planning and Community Development
201 West Gray, Bldg. A
Norman, OK 73069

Re: Notice of Request for Norman 2025 Land Use
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Rezoning.

Dear Planning Commission:

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zoning from CO (Suburban Office Commercial) to SPUD for the property located at 1035 South Berry Road and
the change from R-1 (Single Family Dwelling) to SPUD for the property located at 1027 South Berry Road.

I, LESLIE CORNWELL (printed name)

Own or reside at the property located

816 CAREY DR

Am (check the one that applies)

- Approve of the rezoning
- Oppose the rezoning
- Do not have an opinion about the rezoning

Sincerely,

Jessie O. Cornwall (signature)

Aug 31, 2023 (date)

**-ILED IN THE OFFICE
OF THE CITY CLERK
ON 9/11/23**

September 11, 2023

Protest Letter

TO: City of Norman Department of Planning and Community Development

APPLICANT: Sooner Traditions LLC

Location: 1027 and 1035 S. Berry Rd.

Ward: 4

FROM:

David and Kathy Nehrenz

902 Carey Dr.

Norman, OK. 73069

We received the letter about this re-zoning request. Our property in Ward 4 is within the 350-foot boundary and we have lived here since 1988.

We are opposed to the applicant's request that this property be re-zoned from CO/R-1 to SPUD and Commercial Designation, so that a restaurant can be built right next to our residential neighborhood.

Our house at 902 Carey Dr. and the house next door, in which our daughter lives at 906 Carey Dr., are the properties whose backyards will back up to those properties at 1027 and 1035 S. Berry Rd.

The reasons for our opposition are as follows:

1. The proposed plan to put a restaurant with 83 parking spaces right up against our residential neighborhood should be rejected now. It is an affront to all the people who live in the houses around these properties. The planning commission should not allow the applicant to have the SPUD zoning. We do not need another commercial property restaurant at that intersection. This has always been and should remain a residential area. There are vacant commercial properties all over Norman. We do not need more of them.
2. We request that a traffic study and a light-pollution study be ordered and paid for by the applicant, since a commercial restaurant building with 83 spaces would drastically impact the neighborhood. The increased traffic at the Berry and Lindsey intersection and the commercial lighting would ruin the residential atmosphere of all the houses around it. It is disconcerting that this request has been made again and is actually being reconsidered by the city. The traffic backup is already bad and will become even worse with a commercial building there.
3. Your decision about this request does not have to be based upon hypotheticals. Every one of you on the planning commission needs to go over to those two properties on Berry Rd. Walk up to the sides and backyards of those properties to see that over 11 large mature trees were clear cut and removed. Do we really want a restaurant and 83 parking spots on that corner? The applicant is assuming that it will be approved for this re-zoning. Why else would the one house have already been demolished and all the large trees already have been cut down? It is presently being prepared and groomed to be developed, before the case has even been considered by you.

(see back page)

**FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/11/23**

The City of Norman
Planning and Community Development
201 West Gray, Bldg. A
Norman, OK 73069

Re: Notice of Request for Norman 2025 Land Use
and Transportation Plan Amendment and
Rezoning.

Dear Planning Commission:

I have read the Notice of Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 23 August, 2023 and have developed the following opinion in regard to changing the zoning from CO (Suburban Office Commercial) to SPUD for the property located at 1035 South Berry Road and the change from R-1 (Single Family Dwelling) to SPUD for the property located at 1027 South Berry Road.

I, Amy Hatcher-Kennedy P.O.A. (printed name)
CHARLES R. HATCHER

Own or reside at the property located

1001 S. Berry Road
Norman OK 73069

Am (check the one that applies)

Approve of the rezoning

Oppose the rezoning

Do not have an opinion about the rezoning

Sincerely,

Charles R. Hatcher P.O.A. Attorney at Law (signature)
CHARLES R. HATCHER

9/18/23 (date)

-ILED IN THE OFFICE
OF THE CITY CLERK
ON 9/11/23

The City of Norman
Planning and Community Development
201 West Gray, Bldg. A
Norman, OK 73069

Re: Notice of Request for Norman 2025 Land Use
and Transportation Plan Amendment and
Rezoning.

Dear Planning Commission:

I have read the Notice of Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 23 August, 2023 and have developed the following opinion in regard to changing the zoning from CO (Suburban Office Commercial) to SPUD for the property located at 1035 South Berry Road and the change from R-1 (Single Family Dwelling) to SPUD for the property located at 1027 South Berry Road.

I, Ekaterini Akarepi (printed name)

Own or reside at the property located

804 Carey Drive

Am (check the one that applies)

_____ Approve of the rezoning

X_____ Oppose the rezoning

_____ Do not have an opinion about the rezoning

Sincerely,

 _____ (signature)

8-30-2023 (date)

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/11/23

The City of Norman
Planning and Community Development
201 West Gray, Bldg. A
Norman, OK 73069

Re: Notice of Request for Norman 2025 Land Use
and Transportation Plan Amendment and
Rezoning.

Dear Planning Commission:

I have read the Notice of Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 23 August, 2023 and have developed the following opinion in regard to changing the zoning from CO (Suburban Office Commercial) to SPUD for the property located at 1035 South Berry Road and the change from R-1 (Single Family Dwelling) to SPUD for the property located at 1027 South Berry Road.

I, Konstantinos Karathanasis (printed name)

Own or reside at the property located

804 Carey Drive

Am (check the one that applies)

_____ Approve of the rezoning

X _____ Oppose the rezoning

_____ Do not have an opinion about the rezoning

Sincerely,



(signature)

8-30-2023 (date)

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/11/23

The City of Norman
Planning and Community Development
201 West Gray, Bldg. A
Norman, OK 73069

Re: Notice of Request for Norman 2025 Land Use
and Transportation Plan Amendment and Rezoning.

Dear Planning Commission:

I have read the Notice of Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 23 August, 2023 and have developed the following opinion in regard to changing the zoning from CO (Suburban Office Commercial) to SPUD for the property located at 1035 South Berry Road and the change from R-1 (Single Family Dwelling) to SPUD for the property located at 1027 South Berry Road.

I, Susan Meyer (printed name)

Own or reside at the property located

808 Carey Drive
Norman, OK
73069

Am (check the one that applies)

Approve of the rezoning

Oppose the rezoning

Strongly oppose!

Do not have an opinion about the rezoning

Sincerely,

Susan Meyer (signature)

Sept 11, 2023 (date)

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/11/23

The City of Norman
Planning and Community Development
201 West Gray, Bldg. A
Norman, OK 73069

Re: Notice of Request for Norman 2025 Land Use
and Transportation Plan Amendment and Rezoning.

Dear Planning Commission:

I have read the Notice of Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 23 August, 2023 and have developed the following opinion in regard to changing the zoning from CO (Suburban Office Commercial) to SPUD for the property located at 1035 South Berry Road and the change from R-1 (Single Family Dwelling) to SPUD for the property located at 1027 South Berry Road.

I, Dennis Yarbrow (printed name)

Own or reside at the property located

803 S Berry Rd
Norman, OK 73069

Am (check the one that applies)

Approve of the rezoning

Oppose the rezoning

Do not have an opinion about the rezoning

Sincerely,

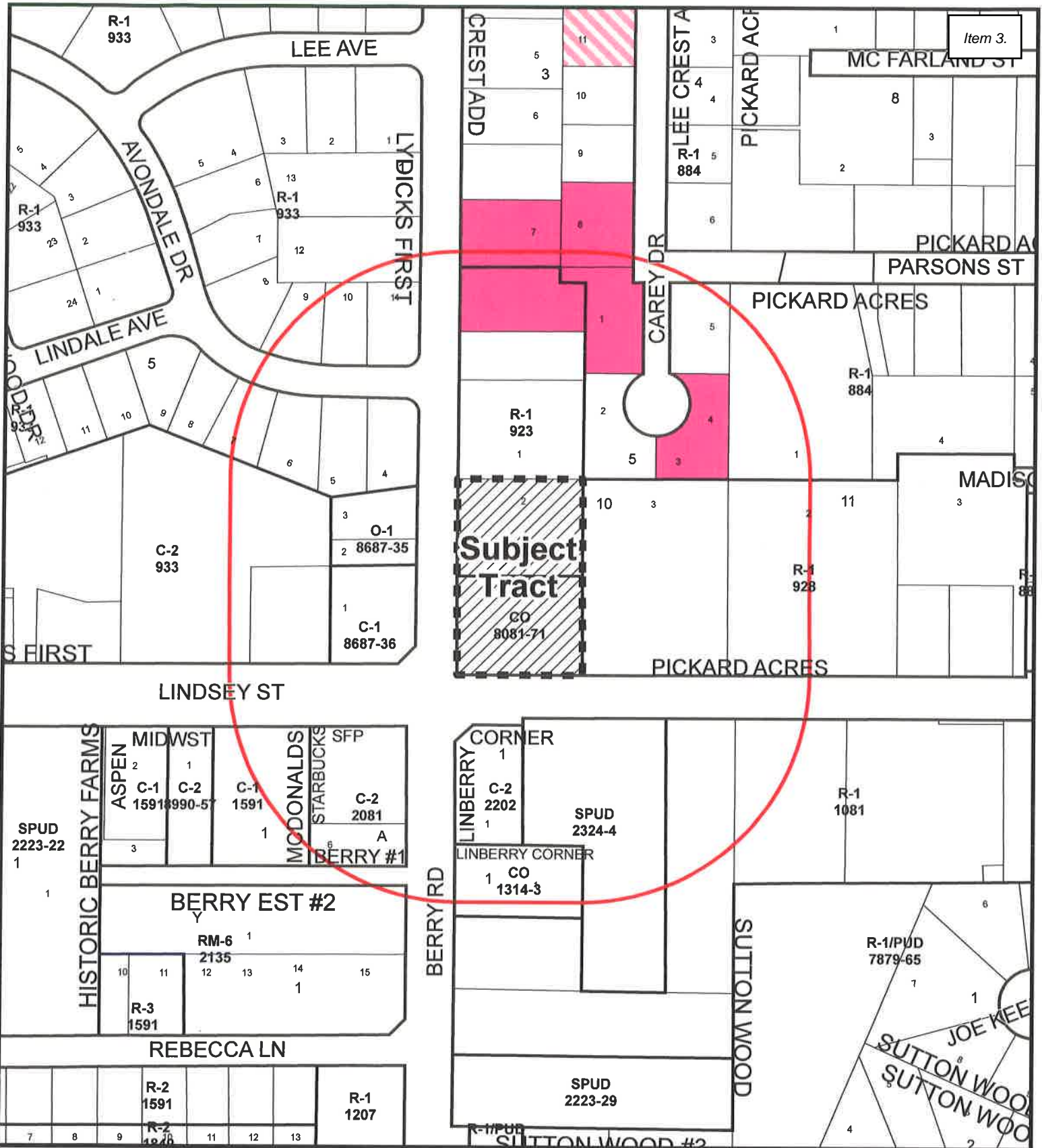
Dennis Yarbrow (signature)

10 Sep 2023 (date)

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/11/23

Items 6-7
Sooner Traditions
NE Corner Lindsey Street &
Berry Road

ADDITIONAL PROTEST 9-12-2023



Protest Map

9.5% Protest Within Notification Area



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



0 100 200 Feet

September 12, 2023

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

The City of Norman
Planning and Community Development
201 West Gray, Bldg. A
Norman, OK 73069

Re: Notice of Request for Norman 2025 Land Use
and Transportation Plan Amendment and Rezoning.

Dear Planning Commission:

I have read the Notice of Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 23 August, 2023 and have developed the following opinion in regard to changing the zoning from CO (Suburban Office Commercial) to SPUD for the property located at 1035 South Berry Road and the change from R-1 (Single Family Dwelling) to SPUD for the property located at 1027 South Berry Road.

I, Gabrielle Mandeville (printed name)

Own or reside at the property located

905 Carey Drive

Am (check the one that applies)

Approve of the rezoning

Oppose the rezoning

Do not have an opinion about the rezoning

Sincerely,

G Mandeville (signature)

9-11-23 (date)

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/12/23-xw



CITY OF NORMAN

Development Review Form

Transportation Impacts

DATE: September 8, 2023

STAFF REVIEW BY: Awet Frezgi, P.E.
City Traffic Engineer

PROJECT NAME: Sooner Traditions

PROJECT TYPE: Commercial

Owner: Sooner Traditions, LLC
Developer's Engineer: ARC
Developer's Traffic Engineer: TEC

SURROUNDING ENVIRONMENT (Streets, Developments)

Restaurant developments surround the Lindsey Street intersection with Berry Road on two corners. The northwest corner is commercial and the northeast corner was office but is not currently occupied. More commercial is located to the west and south. There is a vacant lot to east and residential to the north.

ALLOWABLE ACCESS:

The site proposes two access points. One access point is located along Lindsey Street and the other along Berry Road. The Lindsey Street access is limited to right-in/right-out movements only. The location of these access points meet the applicable requirements in the Engineering Design Criteria.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)

Lindsey Street: 4 lanes (existing). Speed Limit - 30 mph. No sight distance problems. No median.

Berry Road: 2 lanes (existing). Speed Limit - 30 mph. No sight distance problems. No median.

ACCESS MANAGEMENT CODE COMPLIANCE: YES NO

Proposed number of access points for the development is in compliance with what is allowed in the subdivision regulations.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	450	225	225
A.M. Peak Hour	40	22	18
P.M. Peak Hour	38	23	15

TRANSPORTATION IMPACT STUDY REQUIRED? YES NO

Being less than half the threshold for when a traffic impact study is normally required, no traffic study was required. However, Traffic Engineering Consultants, Inc., did submit a traffic impact memorandum in August, 2023. The development will feature two access points with one located on Lindsey Street and the other on Berry Road. The proposed connection to Lindsey Street will permit only right-in/right-out access. Meanwhile, the Berry Road access will permit full access.

RECOMMENDATION: APPROVAL DENIAL N/A STIPULATIONS

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

The proposed development is expected to generate approximately 450 trips per day, 40 AM peak hour trips, and 38 PM peak hour trips. Traffic capacities on Lindsey Street and Berry Road exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated.

Applicant: Sooner Traditions, L.L.C.

Project Location: NE Corner of Lindsey St. and Berry Rd. (1027 & 1035 S. Berry Rd.)

Case Number: PD 23-25

Time: 5:30 p.m.

Applicant/Representative

Sean Rieger, Attorney for applicant
Libby Smith, Attorney for applicant
Steve Rollins, Engineer for applicant
Rick McKinney, Architect for applicant

Attendees

Lee Hall	Joe Sparks
David Nehrenz	Patrick Schrank
Gabrielle Mandeville	Susan Meyer
Leslie Cornwell	Dana Orvry
Dennis Yarbro	Stephen Maple
Susan Simeroth	James Akey
John Cornwell	Kristine Akey
Gary K	

City Staff

Lora Hoggatt, Planning Services Manager
Zach Abell, Planner I
Whitney Kline, Admin Tech III

Application Summary

The applicant requests to rezone from R-1, Single-Family Dwelling District, and CO, Suburban Office Commercial District, to SPUD, Simple Planned Unit Development, and a NORMAN 2025 Land Use Plan Amendment from Office and Low Density Residential Designations to Commercial Designation.

Neighbor’s Comments/Concerns/Responses

The applicant's attorney and architect reviewed the project and site plan. Attendees had questions regarding the traffic this project will create and how it will affect traffic on S. Berry Rd. They would like to see a right-turn only onto S. Berry Rd. but a two-way is proposed. The applicant explained a traffic memo would be prepared. Attendees asked if the only use that will be allowed will be a restaurant. The applicant explained all possible uses for the site will be included in the SPUD narrative. Attendees voiced concerns regarding noise and lighting. They also expressed concern for the build line shown on the site plan. The applicant explained it would be edited before Planning Commission.

PICKARD ACRES COMMERCIAL

HISTORIC:

IMPERVIOUS AREA: 17035 sf = 32%
53543 sf

IMPERVIOUS "C" = 0.95
PERVIOUS "C" = 0.30

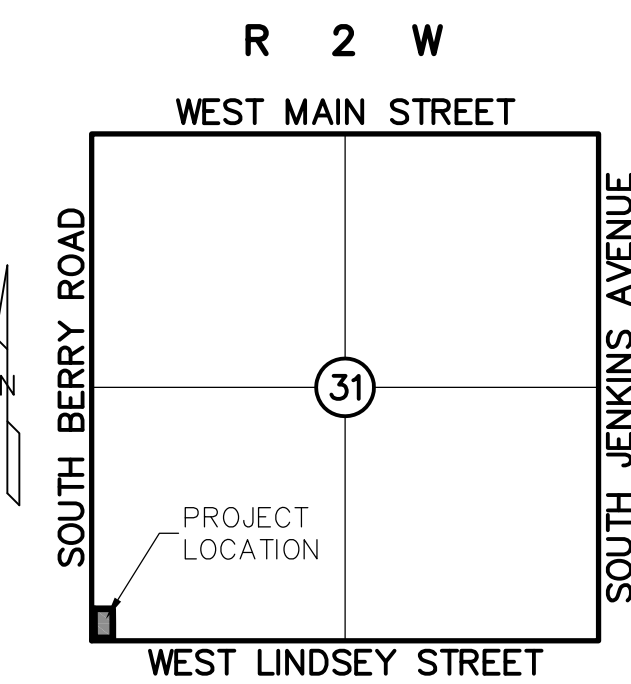
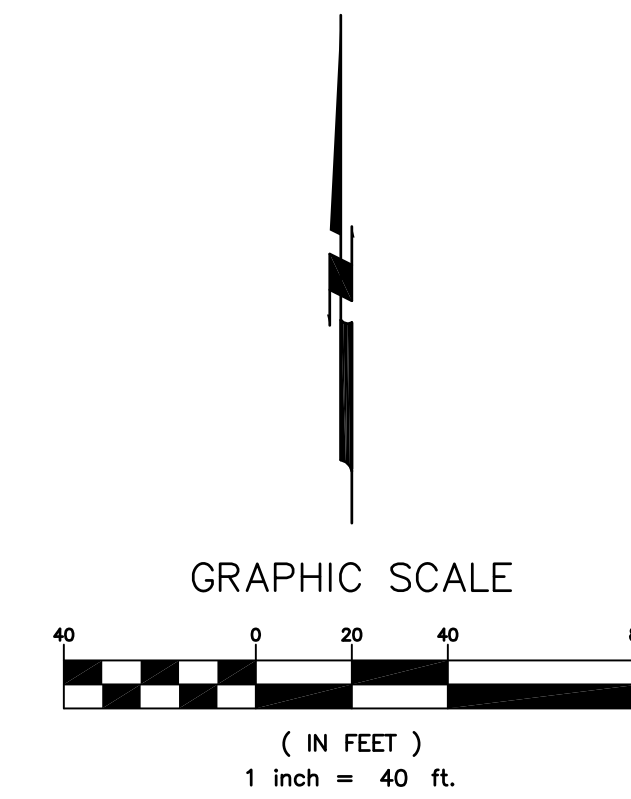
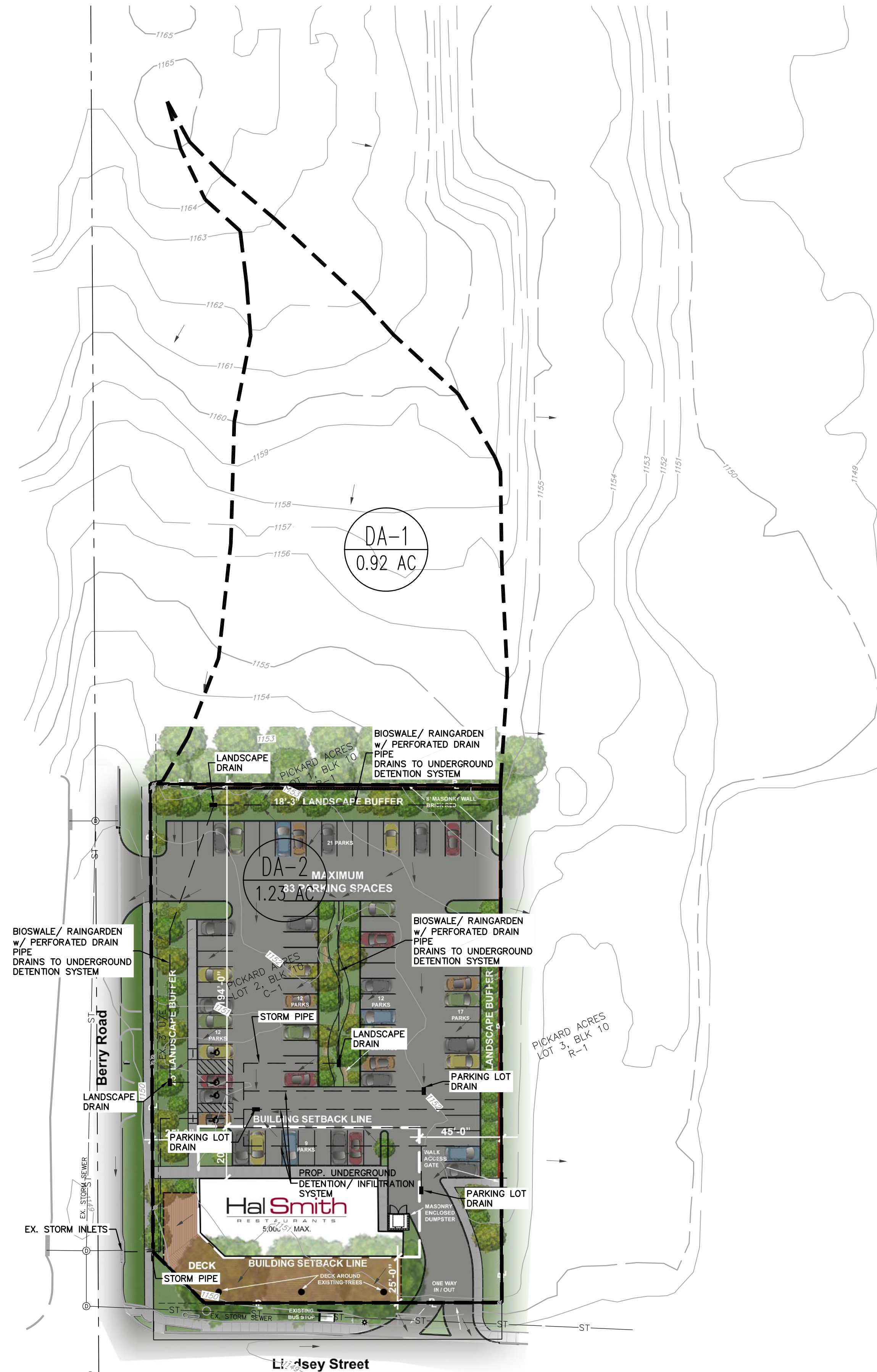
CALCULATED "C" = 0.32(0.95) + 0.68(0.30) = 0.508

PROPOSED:

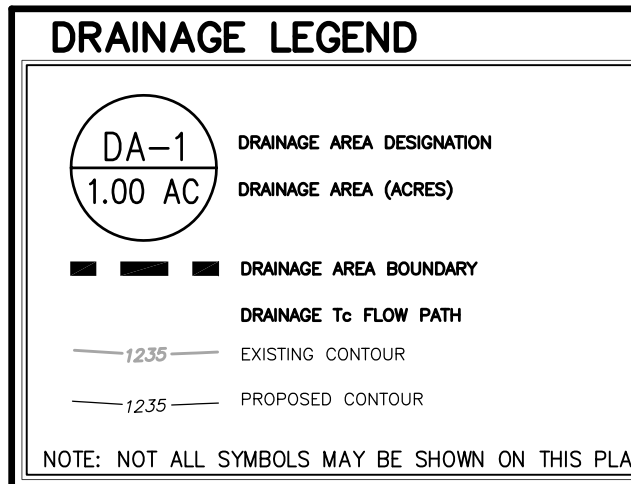
IMPERVIOUS AREA: 40020 sf = 75%
TOTAL AREA: 53543 sf

IMPERVIOUS "C" = 0.95
PERVIOUS "C" = 0.30

CALCULATED "C" = 0.75(0.95) + 0.25(0.30) = 0.788



LOCATION MAP
SCALE: 1"=2000'



OWNER/DEVELOPER:
SOONER TRADITIONS, LLC
P.O. BOX 5156
NORMAN, OK 73070

ENGINEER:
ARC ENGINEERING
CONSULTANTS, LLC
STEVE ROLLINS, P.E.
135 DEER CREEK ROAD
EDMOND, OK 73012

PRELIMINARY
THIS DOCUMENT IS PRELIMINARY
IN NATURE AND IS NOT A FINAL
SIGNED AND SEALED DOCUMENT

Arc Engineering Consultants, LLC
CIVIL ENGINEERING LAND PLANNING
135 DEER CREEK ROAD EDMOND, OK 73012
PHONE (405) 509-0212 FAX (405) 552-8648
CERTIFICATE OF AUTHORIZATION NO. 6290 EXP. 6/30/24

PICKARD ACRES COMMERCIAL
1027 & 1035 SOUTH BERRY ROAD
NORMAN, CLEVELAND COUNTY, OKLAHOMA
PRELIMINARY DRAINAGE AREA MAP

REVISIONS		DATE
NO.	DESCRIPTION	

DRAWN BY: SDR
CHECKED BY: SDR
APPROVED BY: SDR

PROJECT NUMBER:
20-009
DATE:
09-08-23
SCALE:
(HORIZ.) 1"=40'
(VERT.) N/A

SHEET NUMBER
1 of 1



MEMORANDUM

August 3, 2023

Item 3.

TO: Hunter Miller
Sooner Traditions, LLC

FROM: B.J. Hawkins, P.E., PTOE

SUBJECT: PD23-25

LOCATION: Lindsey Street and Berry Road
Norman, Oklahoma



INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was retained to conduct a traffic impact review of a proposed restaurant to be constructed on the northeast corner of Lindsey Street and Berry Road in Norman, Oklahoma as shown in **Figure 1 in Attachment A**.

The proposed restaurant would be approximately 4,200 square feet and would have one full-access driveway on Berry Road and one right-in/right-out driveway on Lindsey Street as shown in **Figure 2 in Attachment A**. Lindsey Street is a four-lane divided east/west principal urban arterial west of Berry Road and a two-lane minor urban arterial east of Berry Road. It has a posted speed limit of 30 mph and carries an approximate average daily traffic (ADT) of 21,650 vehicles per day (vpd) west of Berry Road and a posted speed limit of 25 mph and carried an approximate ADT of 18,100 vpd east of Berry Road. Berry Road is a two-lane north/south minor urban arterial. It has a posted speed limit of 30 mph and carries an approximate ADT of 8,400 vpd north of Lindsey Street and 4,200 vpd south of Lindsey Street.

SITE GENERATED TRIPS

To determine the effects a new development will have on an existing street system, new or additional trips must be projected. The latest edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers, was used to determine the amount of trips the development is expected to generate. The report is a nationally accepted reference which provides trip rates for determining the trips expected to be generated by different land use types.

Available information was utilized regarding the anticipated land use to determine the site generated trips. The *High-Turnover Sit-Down Restaurant* category was selected to determine the trip generation of the proposed residential development. The resulting traffic volumes projected to be generated by the proposed development are indicated in **Table 1**.

TABLE 1
Projected Site Generated Trips

Building Type (Land Use)	ITE Land Use Code	Approximate Gross Floor Area or Other	Average Weekday Vehicle Trips			Average AM Peak Hour Directional Distribution		Average AM Peak Hour Directional Trips (vph)		Average PM Peak Hour Directional Distribution		Average PM Peak Hour Directional Trips (vph)	
			Per Day	Per Peak Hour of Adjacent Street Traffic									
				One Hour Between 7am & 9am	One Hour Between 4pm & 6pm	IN	OUT	IN	OUT	IN	OUT		
			(vpd)	(vph)	(vph)								
Trip Rate*		(Sq. Ft. GFA)	107.20	9.57	9.05								
High-Turnover Sit-Down Restaurant	932	4,200	450	40	38	55%	45%	22	18	61%	39%	23	15

* Trip Rates from "TRIP GENERATION MANUAL", 11th Ed., Institute of Transportation Engineers.

The proposed development would be expected to generate 450 vehicle trips per day with 40 trips occurring during the a.m. peak hour and 38 trips occurring during the p.m. peak hour. The proposed development would be expected to generate less than half of the 100 vehicle trips per hour during the a.m. and p.m. peak hours required by the City of Norman to require a full traffic impact analysis.

DRIVEWAY SPACING

In accordance with "City of Norman Engineering Design Criteria", February 28, 2023, the following types of driveway criteria were evaluated:

- 1) Minimum spacing requirements for driveways along arterial roadways.
- 2) Corner clearance for driveways next to public road intersections.

According to the above-mentioned publication, the minimum spacing requirements for a driveway along an arterial roadway is based on the amount of traffic the development is expected to generate and the posted speed limit on the adjacent roadway which the driveways intersect. The proposed development is considered a small generator (0 to 100 peak hour trips) and Lindsey Street and Berry Road both have posted speed limits less than 40 mph. Based on these criteria, the minimum spacing between driveways is 220 feet centerline to centerline.

The full-access driveway on Berry Road has three private residential driveways within 220 feet. One driveway is the secondary access to the rear of a single-family residence and the other two driveways form a circular drive for one single-family residence. The right-in/right-out driveway on Lindsey Street has two driveways spaced within 220 feet. One of the driveways is an exit-only driveway for Penny Hill Deli and the other driveway accesses a single-family residence. Due to the specific types of the existing driveways, traffic operational issues would not be anticipated as a result of the close driveway spacing.

According to the above-mentioned publication, the corner clearance for a driveway next to a public road intersection is based on the posted speed limit of the adjacent street which the driveway intersects and the traffic control at the intersection. The intersection of Lindsey Street and Berry Road is signalized and the posted speed limit on Lindsey Street and Berry Road is less than 40 miles per hour. Based on these criteria, the minimum required corner clearance from the edge of pavement of the intersecting street to the centerline of driveway 175 feet on Lindsey Street and Berry Road.

The centerline of the driveway on Berry Road is proposed to be constructed approximately 250 feet north of the edge of road of Lindsey Street. The centerline of the driveway on Lindsey Street is proposed to be constructed approximately 180 feet east of the edge of road of Berry Road. Therefore, both development driveways satisfy the City's minimum corner clearance requirement.

SUMMARY

The proposed restaurant is expected to generate less than half of the 100 vehicles per hour required for a full traffic impact analysis by the City of Norman. It is estimated that the development would add approximately 270 vehicle trips to Berry Road throughout the day and 180 vehicle trips to Lindsey Street. This equates to approximately 3% additional traffic on Berry Road and 1% additional traffic on Lindsey Street. The small amount of traffic generated by the proposed development would have minimal effects on the surrounding intersections and roadways and no traffic related issues are anticipated.

Should you have any questions or require additional information regarding these findings, please let me know.

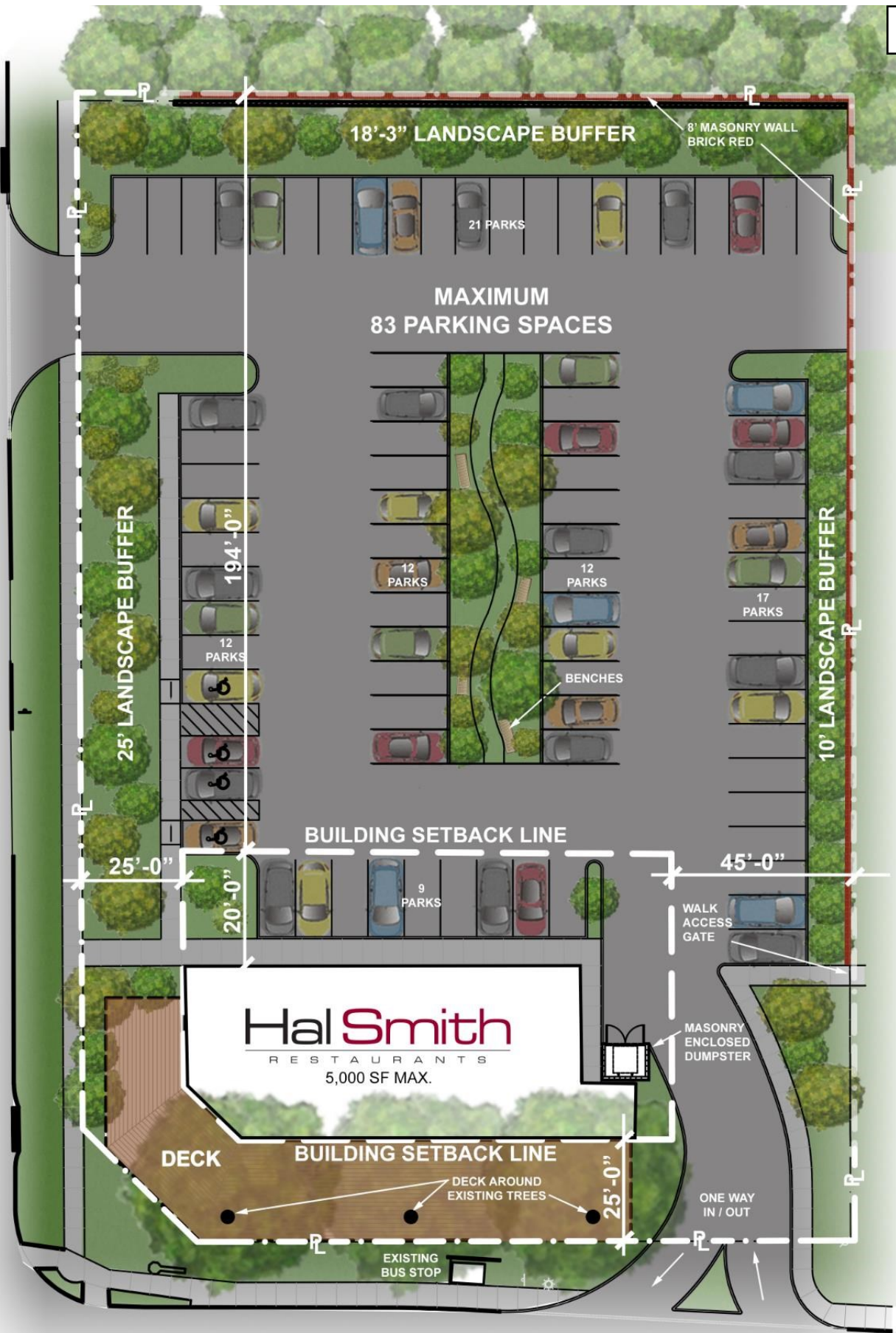
ATTACHMENT A

FIGURES



FIGURE 1. Site Location Map
Lindsey Street and Berry Road
Norman, Oklahoma

Berry Road



Lindsey Street

FIGURE 2. Proposed Preliminary Site Plan



ORDINANCE NO. O-2324-12

ITEM NO. 7

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Sooner Traditions, L.L.C.
REQUESTED ACTION	Rezoning to SPUD, Simple Planned Unit Development District
EXISTING ZONING	CO, Suburban Office Commercial District and R-1, Single Family Dwelling District
SURROUNDING ZONING	North: R-1, Single Family Dwelling District East: R-1, Single Family Dwelling District South: C-2, General Commercial District and R-1, Single Family Dwelling District West: O-1, Office Institutional District and C-1, Local Commercial District
LOCATION	Northeast corner of W. Lindsey St. and S. Berry Rd. (1027 & 1035 S. Berry Rd.)
WARD	4
CORE AREA	Yes
AREA/SF	1.33 acres more or less
PURPOSE	Restaurant
EXISTING LAND USE	Vacant (R-1 zoning) and Office (CO zoning)
SURROUNDING LAND USE	North: Single-Family Residential East: Vacant South: Commercial and Single-Family Residential West: Commercial
LAND USE PLAN DESIGNATION	Low Density Residential and Office
PROPOSED LAND USE DESIGNATION	Commercial

PROJECT OVERVIEW: The applicant, Sooner Traditions, L.L.C. is requesting to rezone the subject tract from R-1, Single Family Dwelling District (1027 S. Berry Rd.), and CO, Suburban Office Commercial District (1035 S. Berry Rd.), to SPUD, Simple Planned Unit Development District, to allow for a commercial shopping center. The site consists of one lot on 1.33 acres. The proposed development will follow a site plan and a SPUD Narrative; see attached. The applicant is requesting a SPUD; the SPUD will establish limitations on building height and requirements for tree replacement. The applicant is limiting the building height to no more than one story and establishing replacement guidelines for removal of mature trees.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GBC23-22, August 18, 2023

Greenbelt forwards this item with no additional comments.

PRE-DEVELOPMENT MEETING: PD23-25, July 13, 2023

The applicant's attorney and architect reviewed the project and site plan. Attendees had questions regarding the traffic this project will create and how it will affect traffic on S. Berry Rd. They would like to see a right-turn only onto S. Berry Rd. but a two-way is proposed. The applicant explained a traffic memo would be prepared. Attendees asked if the only use that will be allowed will be a restaurant. The applicant explained all possible uses for the site will be included in the SPUD Narrative. Attendees voiced concerns regarding noise and lighting. They also expressed concern for the build line shown on the site plan. The applicant explained it would be edited before Planning Commission.

BOARD OF PARKS COMMISSIONERS: n/a

This application is not required to go to the Board of Parks Commissioners.

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.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: The SPUD Narrative includes the following uses:

- Restaurant, with associated outdoor patio, parking, and ancillary uses.
- Detached one-family dwelling.
- Office building and use (on the south half of the Property only).

OPEN SPACE: The impervious area for the subject property shall not exceed 75%. There shall be a minimum twenty-five (25') foot landscape buffer along the west property line, except for the deck area around the building, a minimum eighteen (18') foot landscape buffer along the north property line, and a minimum ten (10') foot landscape buffer along the east property line.

SITE PLAN/ACCESS: The proposed site plan shows one access point on S. Berry Rd. This access point leads to a shared access point with the property to the east. There is a one-way in/out access point on W. Lindsey St. There are 83 parking spaces proposed. The proposed restaurant is approximately 5,000 square feet with a deck extending around the west and south sides. The existing bus stop is shown to remain.

LANDSCAPING: The SPUD Narrative discusses tree preservation and states the applicant will plant two trees, minimum two-inch caliper, should any one mature tree need to be removed.

SIGNAGE: If the property is developed as a restaurant, the signage will follow commercial sign code regulations. If the property is developed as any other use, the north half will comply with the low density residential sign code regulations and the south half will comply with office sign code regulations.

LIGHTING: The development will meet the City's Commercial Outdoor Lighting Standards ordinance requirements.

SANITATION: An enclosed dumpster is shown on the site plan directly to the east of the proposed building.

PARKING: The proposed site plan shows 83 parking spaces. The SPUD Narrative states the development will not exceed 83 parking spaces.

SIDEWALKS: Sidewalks are proposed along the street frontages of S. Berry Rd. and W. Lindsey St.

EXTERIOR BUILDING MATERIALS: The SPUD Narrative states the building may have exterior materials of any combination of the following: brick, glass, stone, synthetic stone, stucco, EFIS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials.

FENCING: The subject property will feature an 8' brick and/or masonry screening wall along the north and east property lines. No other fencing is required.

HEIGHT: The SPUD Narrative states the height of the proposed building is restricted to one story.

EXISTING ZONING: This site was subdivided by warranty deed many years ago; legally this area is one lot with two zonings. The north portion, 1027 S. Berry Rd., has been zoned R-1, Single-Family Dwelling District, since February 22, 1955. The south portion, 1035 S. Berry Rd. was rezoned to CO, Suburban Office Commercial, on July 7, 1981. The City has received applications to rezone/redevelopment this property previously, however, nothing has been approved to date. The use of a restaurant is not allowed in either of the existing zoning districts.

ALTERNATIVES/ISSUES:

IMPACTS: The property is already platted so a Traffic Impact Analysis (TIA) is not required. However, a Traffic Impact Memo was submitted by the applicant to the City Traffic Engineer for review. The study showed that there will be minimal impact on the traffic in the area. There are two access points proposed for this development, one located on S. Berry Rd. and one located on W. Lindsey St. Please see the Traffic Memo and report from the City of Norman Traffic Engineer. This is a reduction of curb cuts from three down to two.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Fire review will be completed with the submittal of a building permit.

PUBLIC WORKS/ENGINEERING: The property is platted and all rights-of-way and easements have been dedicated. All public improvements are installed and accepted. Stormwater will continue to sheet flow to the south and west across the site as it has historically. Low Impact Development Techniques such as bioretention swales, rain gardens, flow through planters, and tree wells will be utilized to increase storm water infiltration and water quality.

TRAFFIC ENGINEER: Please see the attached Traffic Impact Review memo from TEC. In addition, please see the attached report, Development Review Form, Transportation Impacts, from the Traffic Engineer with the City of Norman.

UTILITIES: No additional comments from Utilities at this time.

CONCLUSION: Staff forwards this request for rezoning from R-1, Single-Family Dwelling District, and CO, Suburban Office Commercial District, to SPUD, Simple Planned Unit Development, and Ordinance No. O-2324-12 to the Planning Commission for consideration and recommendation to City Council.



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, September 14, 2023 at 7:00 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 14th day of September, 2023.

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 7:00 p.m.

ROLL CALL

PRESENT

Cameron Brewer
Steven McDaniel
Liz McKown
Erica Bird
Douglas McClure
Jim Griffith
Maria Kindel

ABSENT

Kevan Parker
Michael Jablonski

A quorum was present.

STAFF PRESENT

Jane Hudson, Planning Director
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Roné Tromble, Admin. Tech. IV
Beth Muckala, Assistant City Attorney
David Riesland, Transportation Engineer
Todd McLellan, Development Engineer
Bryce Holland, Multimedia Specialist

Sooner Traditions 2025 & SPUD

6. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Resolution No. R-2324-42: Sooner Traditions, L.L.C. requests amendment of the NORMAN 2025 Land Use & Transportation Plan from Office Designation and Low Density Residential Designation to Commercial Designation for 1.33 acres of property generally located at the Northeast corner of Lindsey Street and Berry Road.

ITEMS SUBMITTED FOR THE RECORD:

1. NORMAN 2025 Map
2. Staff Report

7. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2324-12: Sooner Traditions, L.L.C. requests rezoning from CO, Suburban Office Commercial, and R-1, Single Family Dwelling District, to SPUD, Simple Planned Unit Development, for 1.33 acres of property generally located at the Northeast corner of Lindsey Street and Berry Road.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. SPUD Narrative with Exhibits A-C
4. Pre-Development Summary
5. Transportation Impacts
6. TEC Memorandum

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes. There is 9.5% protest within the notification area.

Ms. Bird asked the building line on the north; there was a discrepancy between the language in the PUD and the site plan. Ms. Hoggatt said they would have to go off the site plan (Exhibit A) at 190', and they would have to do a site plan amendment if they were going to change the building layout on the property. Ms. Hudson added that the site plan attached to the traffic report was not correct, and will be updated before it goes to City Council. The Open Space Diagram (Exhibit C) also shows an incorrect building setback line.

PRESENTATION BY THE APPLICANT:

Gunner Joyce, Rieger Law Group, representing the applicant, introduced the remainder of the development team: Rick McKinney, Steve Rollins, B.J. Hawkins, and Hunter Miller. He presented the project.

Rick McKinney, McKinney Partnership, provided additional detail on the project.

Mr. Joyce discussed the stormwater drainage plan and traffic memo for the project.

Mr. Brewer asked about the seating in the central landscaping area. Mr. McKinney said there will be some seating there, and it can be a waiting area. Mr. Joyce added that there will be benches.

AUDIENCE PARTICIPATION:

Dennis Yarbrow, 803 S. Berry Road, spoke in opposition, citing inaccuracies, the curb cuts, mention of a commercial shopping center in the staff report, drainage changes with the masonry wall, and the way protests are tracked.

David Nehrenz, 902 Carey Drive, spoke in opposition, citing the residential nature of Berry Road, and traffic impacts.

Susan Meyer, 808 Carey Drive, spoke in opposition, questioning whether the right-in/right-out access would work, stating Berry Road is an emergency services corridor, and that the traffic study didn't consider the 150,000 cars that go through Starbucks.

James Akey, 819 and 815 Carey Drive, said they had a wonderful meeting with Mr. Miller, but need to get all of the stuff on paper so they have time to really look at it. He asked that this item be postponed.

Kristine Akey, 819 Carey Drive, spoke regarding the traffic on Berry Road and the difficulty getting out of Brooks Street because of traffic backing up.

Patrick Schrank, 1309 Rebecca Lane, spoke in support, but suggested some mixed uses.

Kristi Morgan, 2601 Smoking Oak Road, spoke in support. Dining options in the area are limited beyond fast food chains. We need to encourage space for visitors.

Dana Drury, 951 S. Berry Road, appreciates the applicant's efforts. She enjoys being in walking distance to great restaurants. She is concerned with the traffic on Berry Road.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Brewer said this is a much-improved site plan with the siting of the building, the deck and the trees. You can't count on a certain restaurant being there in perpetuity, but the operator is a known entity. Concerns are the number of parking spaces and this corridor is not highly walkable. He asked about the inconsistencies in the report.

Ms. Hudson stated that Exhibit A in the SPUD document is the site development plan, which shows the building 194'; the applicant is correct there are some variances where the building could be moved a few feet. Exhibit B states the allowable uses: restaurant with outdoor patio, parking, and ancillary uses; detached one-family dwelling; and office. The staff report say a commercial shopping center; that is not correct and that will be fixed before it goes forward to City Council. Exhibit C, Open Space Diagram, in the SPUD is not the controlling document for the SPUD, but is there to show the open space. The building setback line on that exhibit will be fixed before it goes to City Council, as well as Figure 2 in the TEC report.

Mr. McDaniel commented he has seen this site come to the Planning Commission with various types of buildings. On this proposal the building is pulled to the very front, away from the residential area. The changes indicate the developer has been listening to what has been said. The other three corners of the intersection are all commercial. This corner should be commercial.

Mr. Brewer heard that additional concessions were made to the neighborhood resident. He recommended those be included as part of the plan before going to City Council.

Mr. Joyce responded that those concessions have already been drafted into the document: LED lighting, masonry wall. The setback line is the only discrepancy that has not been cleaned up. It is only on the drainage plan, which shouldn't even show the setback lines.

Mr. McClure asked whether the 83 parking spaces are based on the seating capacity. Mr. Joyce responded that the number came from Hal Smith, and is the minimum possible to make the site work.

Mr. McClure asked about an additional entry on Berry Road. Mr. Joyce responded that any more entries will reduce parking. Previously, staff did not want a left-turn from Lindsey into the site, especially so close to the signalized intersection.

Ms. Bird asked if there was any consideration for adding a right-turn lane on Berry Road. B.J. Hawkins responded that the right-in/right-out is too close to the intersection to allow any left turns because of the potential to back up into the intersection. The volume of traffic on Lindsey is 2.5-3 times the traffic on Berry Road. There is not adequate right-of-way in that area to add a left-turn lane into the site. The number of vehicles to require of right-turn lane usually is around 100 vehicles/hour. The entire site generates about 40 for peak hours, both entering and exiting.

Ms. Bird commented that this is the third time she has reviewed a project for this property as a member of the Planning Commission. Each time the applicant took the feedback and incorporated that. One of the concerns that was raised when the proposal was for a strip center was vacancies in retail space. There is a 5,000 sq. ft. maximum on the building size, and the building they are proposing is only 4,200 sq. ft.

Motion made by Brewer, seconded by McKown, to recommend adoption of Resolution No. R-2324-42 and Ordinance No. O-2324-12 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Bird, McClure, Griffith, Kindel

The motion to recommend adoption of Resolution No. R-2324-42 and Ordinance No. O-2324-12 to City Council passed by a vote of 7-0.

*

File Attachments for Item:

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-13 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 THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TEN (10), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3800 36th Avenue N.W.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: G2SOK Investments, 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-2324-13 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 THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TEN (10), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3800 36th Avenue N.W.)

PROJECT OVERVIEW: The applicant is requesting to rezone the above noted property from A-2, Rural Agricultural District, to a PUD, Planned Unit Development. The purpose for this rezoning request is to allow the development of a self-storage facility.

PROCEDURAL REQUIREMENTS:

GREENBELT COMMISSION: GBC23-20, August 15, 2023

The Greenbelt Commission forwards this item with no further comments.

PRE-DEVELOPMENT MEETING: PD23-26, July 27, 2023

After a discussion with the applicant, the neighbors understood the project and the planned scope. Still, they were concerned about the commercial storage incompatibility with a residential neighborhood. The attendees asked about the setbacks against their backyards, landscaping, the height of the fence, lighting, safety, operation hours, size of buildings, storage of hazardous materials, and drainage. The neighbors are still concerned and will probably organize to protest against the project.

The applicant was open to requests from neighbors and stated that they would consider all concerns and comments when designing the final project. And will continue to meet with the neighbors to work on concerns.

ZONING ORDINANCE CITATION:**SEC. 36-509 – PLANNED UNIT DEVELOPMENT**

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

Specifically, the purposes of this section are to encourage:

- (a) A maximum choice in the types of environment and living units available to the public.
- (b) Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- (c) Maximum enhancement and minimal disruption of existing natural features and amenities.
- (d) Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long range plan and remain compatible with surrounding developments.
- (e) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- (f) Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.

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

STAFF ANALYSIS: The particulars of this PUD include:

USE: The PUD Narrative includes the following allowable uses:

- Personal Storage Facility;
- Detached single-family principal dwelling unit;
- Family day care home;
- General purpose farm or garden;
- Type 1 Mobile Home;
- Accessory buildings, including barns, sheds and other farm buildings which are not a part of the main building and shall not contain a full kitchen;
- Short-term rentals.

OPEN SPACE: The Property will feature landscaping within the setbacks along the North, South, East, and West building setback areas in substantial compliance with the Landscape Plan, attached hereto as Exhibit E. Final landscaping types, quantities, and locations may change during final design and construction. The Applicant will consult with the City Forester at the construction phase to determine appropriate landscaping species and locations for the Property. The maximum impervious coverage for the Property shall be 76%.

SITE PLAN/ACCESS: Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan.

LANDSCAPING: The Property will feature landscaping within the setbacks along the North, South, East and West building setback areas in substantial compliance with the preliminary Landscape Plan, attached hereto as Exhibit E. Final landscaping types, quantities, and locations may change during final design and construction.

SIGNAGE AND LIGHTING: The signage for the Property shall comply with the City of Norman's Sign Code for commercial uses, as may be amended from time to time.

The property is initially expected to feature a monument sign along 36th Ave NW frontage and a mounted building sign, both of which may be backlight and illuminated.

Notwithstanding the foregoing, the Applicant shall meet the City of Norman's Commercial Outdoor Lighting Standards, as amended from time to time.

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

SANITATION: The Property will comply with the City of Norman's applicable rules, ordinances, and regulations for sanitation services. It is anticipated that the personal storage facility will not need a dumpster or poly cart service and instead will privately handle trash disposal. The Property's sanitation plan will be subject to review and approval by the City of Norman.

PARKING: The development of a personal storage facility on the Property will only require seven (7) parking spaces, which includes one ADA space. In the event any other use is developed on the Property in accordance with the terms of this PUD, the Property will comply with the City of Norman's applicable parking ordinances, as may be amended from time to time.

SIDEWALKS: Sidewalk will be added along 36th Ave NW.

EXTERIOR BUILDING MATERIALS: It is the intent of Applicant to construct a facility that looks and feels residential in nature. Exterior materials of the buildings to be constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof, provided that no portion of buildings to be constructed on the Property that will have an unobstructed view from 36th Ave NW may contain more than 50% metal, or less than 50% masonry, on the side of said building facing 36th Ave NW.

HOURS OF OPERATION: The storage facility on the Property will operate between the hours of 6:00 AM and 10:00 PM.

EXISTING ZONING: The subject property is zoned A-2, Rural Agricultural District. This district does not allow self-storage facilities by right.

ALTERNATIVES/ISSUES:

IMPACTS: The subject property is currently and has historically been residential. The new commercial use will increase traffic in the area when compared to the traffic generated by the historical use of the site, one single-family home. The tenants of the facility will utilize the site at varied times, during business hours. Typically, the units for this type of facility are not visited on a daily or even weekly basis.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Plan review will occur at the time of application submittal.

PUBLIC WORKS/ENGINEERING: The applicant is going through the platting process and will address any outstanding issues on the preliminary plat, before filing for the final plat.

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

UTILITIES: All needed services will be provided to the site.

CONCLUSION: Staff forwards this request for rezoning from A-2, Rural Agricultural District, to a PUD, Planned Unit Development, and Ordinance No. O-2324-13 to City Council.

At their September 14, 2023 meeting, Planning Commission unanimously recommended adoption of Ordinance No. O-2324-13, with the recommendation that the front façade of the building to the north of the office be masonry because it will be visible from the street. The motion passed by a vote of 6-0.

O-2324-13

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 THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TEN (10), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3800 36th Avenue N.W.)

- § 1. WHEREAS, G2SOK Investments, L.L.C., the owners of the hereinafter described property, have made application to have the subject property removed from the A-2, Rural Agricultural District and placed in the PUD, Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing 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 A-2, Rural Agricultural District and place the same in the PUD, Planned Unit Development District, to wit:

A tract of land being located in the Southeast Quarter (SE/4) of Section Ten (10), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows: BEGINNING at a point on the East line of the said Southeast Quarter (SE/4), 941.00 feet North 00°11'51" West of the Southeast Corner of the said Southeast Quarter (SE/4);
 Thence South 89°41'01" West for a distance of 643.00 feet;
 Thence North 00°11'51" West for a distance of 339.00 feet;
 Thence North 89°41'01" East for a distance of 643.00 feet;

Ordinance No. O-2324-13
Page 2

Thence South 00°11'51" East for a distance of 339.00 feet to the point of beginning.

Said tract of land containing 5.0 acres, more or less.

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

- a. The site shall be developed in accordance with the PUD Narrative, Site Development Plan, and supporting documentation, approved by the Planning Commission on September 14, 2023, and made a part hereof.

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

ADOPTED this _____ day of _____, 2023.

NOT ADOPTED this _____ day of _____, 2023.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

3800 36TH AVE NW

**A PLANNED UNIT DEVELOPMENT
NORMAN, OKLAHOMA**

**APPLICANT:
*G2 SOK INVESTMENTS, LLC***

**APPLICATION FOR:
PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT**

Submitted August 1, 2023
Revised September 11, 2023

**PREPARED BY:
RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069**

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 - Background and Intent

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

- III. DEVELOPMENT PLAN AND DESIGN CONCEPT
 - A. Uses Permitted
 - B. Area Regulations
 - C. Additional Development Criteria

EXHIBITS

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

I. INTRODUCTION

G2 SOK Investments, LLC (the “**Applicant**”) seeks to rezone a tract of property, containing approximately 5 acres, located in Ward 8 of the City of Norman. The site is generally located West of 36th Avenue NW and North of West Tecumseh Road. The property is more particularly described on the attached **Exhibit A** (the “**Property**”). The Property is currently zoned A-2, Rural Agricultural.

The Applicant seeks to rezone the Property to this Planned Unit Development (“**PUD**”) in order to put forth the parameters for the development of the Property as a personal storage facility. The purpose of this PUD is to allow the Applicant to develop a personal storage facility that is thoughtfully designed and laid out on the Property so as to be compatible with the surrounding residential lots.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property is generally located West of 36th Avenue NW and North of West Tecumseh Road.

B. Existing Land Use and Zoning

The Property is currently zoned A-2, Rural Agricultural, and it has a NORMAN 2025 designation of Low Density Residential.

Generally, the surrounding properties are zoned R-1, Single Family Dwelling, with corresponding 2025 designations of Low Density Residential. The property directly to the East of 36th Avenue NW is zoned PUD and has a 2025 designation of Office.

C. Elevation and Topography

The Property currently consists of one single-family residence. The subject property generally drains from west to east onto 36th Ave NW, where it is ultimately conveyed into the city storm sewer system.

D. Drainage

A drainage report has been provided by the Applicant to City Staff as part of the Preliminary Plat application. The post-development runoff will be conveyed through perimeter flumes and driveways into two detention ponds (dry bottom) along the eastern boundary of the site.

D. Utility Services

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

F. Fire Protection Services

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

G. Traffic Circulation and Access

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

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate the development of a personal storage facility in accordance with the provisions of this PUD. The Property shall be developed in general 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.

A. Uses Permitted:

Generally, the Property will be allowed to retain its current allowable uses while adding the ability to develop Applicant's desired personal storage facility. A complete list of the allowable uses for the Property is attached as **Exhibit C**.

B. Area Regulations:

North Setback: The minimum setback along the North property line shall be nineteen (19) feet.

East Setback: The minimum setback along the East property line shall be twenty (20) feet.

South Setback: The minimum setback along the South property line shall be twenty (20) feet.

West Setback: The minimum setback along the West property line shall be twenty (20) feet

C. Additional Development Criteria:

1. Site Plan

The Site Development Plan for the Property is concurrently submitted with this PUD and shall be incorporated herein as an integral part of the PUD and the development of the Property shall be generally constructed as presented thereon, subject to final design development and the changes allowed by Section 36-509 of the City of Norman’s PUD Ordinance as thereafter amended.

2. Landscape/Open Space

The Property will feature landscaping within the setbacks along the North, South, East, and West building setback areas in substantial compliance with the Landscape Plan, attached hereto as **Exhibit E**. Final landscaping types, quantities, and locations may change during final design and construction. The Applicant will consult with the City Forester at the construction phase to determine appropriate landscaping species and locations for the Property. The maximum impervious coverage for the Property shall be 76%.

3. Traffic access/circulation/parking and sidewalks

Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan. Sidewalk will be added along 36th Ave NW.

4. Hours of Operation

The storage facility on the Property will operate between the hours of 6:00 AM and 10:00 PM.

5. Exterior Materials

It is the intent of Applicant to construct a facility that has multiple elements that look and feel residential in nature. Exterior materials of the buildings to be constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, synthetic wood, wood, metal, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof, provided that no portion of buildings to be constructed on the Property that will have an unobstructed view from 36th Ave NW may contain more than 50% metal, or less than 50% masonry, on the side of said building facing 36th Ave NW. The storage buildings will utilize earth tones as a basis for a color scheme, including, but not limited to, brown, beige, tan, green, and grey. Interior buildings may have climate-controlled units. The front office may utilize other color schemes. Climate controlling machinery will be placed on the ground and not on the roof of the storage buildings.

6. Fencing

The Applicant will maintain the existing residential wood stockade fencing located along the Property's North, West, and South boundaries. The Applicant may install stockade wood, decorative metal, or similar decorative fencing between the storage buildings and the East property line, as shown on the Site Development Plan. An opaque fence consisting of either masonry, wood stockade, synthetic wood, or any combination thereof shall be constructed between the storage buildings at the North, West, and South building setback lines.

7. Signage

The signage for the Property shall comply with the City of Norman's sign code for commercial uses, as may be amended from time to time. The Property is initially expected to feature a monument sign along 36th Ave NW frontage and a mounted building sign, both of which may be backlight and illuminated.

8. Roof Pitch

In keeping with the Applicant's desire to construct a storage facility that includes multiple elements that look and feel residential in nature, the outside perimeter storage buildings will feature pitched roofs, with a minimum pitch of 4:12, and may include a combination of hipped and gabled roof construction at the building ends and/or throughout the length of the building roof lines. Any buildings that are generally concealed from view from the perimeter of the facility shall be allowed to use a roof pitch of ¼":12. Any building(s) not along the North, West, or South setback lines that are generally visible from the perimeter of the facility and are designed with a building width of 45 feet or wider may utilize a 2:12 roof pitch and may feature either hipped or gabled ends. Any building(s) that are more than a single-story shall be allowed to use a roof pitch of ¼:12, as long as it is used to limit the visual impact of the building(s) on the surrounding residential properties, and includes design elements along the generally visible portions of the building(s) to enhance the appearance of the building(s) from the exterior of the facility. The general color scheme of the roofing materials for the storage buildings shall be brown or similar shades thereof. The office building may feature a different roof color, which is preliminarily expected to be red.

9. Height

The maximum height of buildings to be constructed on the Property shall be one (1) story. The front office will have high elevated ceilings but shall not contain a second usable story.

10. Lighting

The Property shall meet the City of Norman's Commercial Outdoor Lighting Standards, as amended from time to time. Exterior lighting mounted on the storage buildings will be down lighting with cut-off fixtures.

11. Parking

The development of a personal storage facility on the Property will only require seven (7) parking spaces, which includes one ADA space. In the event any other use is developed on the Property in accordance with the terms of this PUD, the Property will comply with the City of Norman's applicable parking ordinances, as may be amended from time to time.

12. Sanitation

The Property will comply with the City of Norman's applicable rules, ordinances, and regulations for sanitation services. It is anticipated that the personal storage facility will not need a dumpster or poly cart service and instead will privately handle trash disposal. The Property's sanitation plan will be subject to review and approval by the City of Norman.

EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION

A tract of land situated within the Southeast Quarter (SE/4) of Section Ten (10), Township Nine North (T9N), Range Three West (R3W) of the Indian Meridian (I.M.), Norman, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said SE/4; thence N00°11'51"W along the East line of said SE/4 a distance of 941.00 feet to the POINT OF BEGINNING; thence continuing

S89°41'01"W a distance of 643.00 feet; thence N00°11'51"W a distance of 339.00 feet; thence N89°41'01"E a distance of 643.00 feet to a point on said East line; thence S00°11'51"E along said East line a distance of 339.00 feet to the POINT OF BEGINNING.

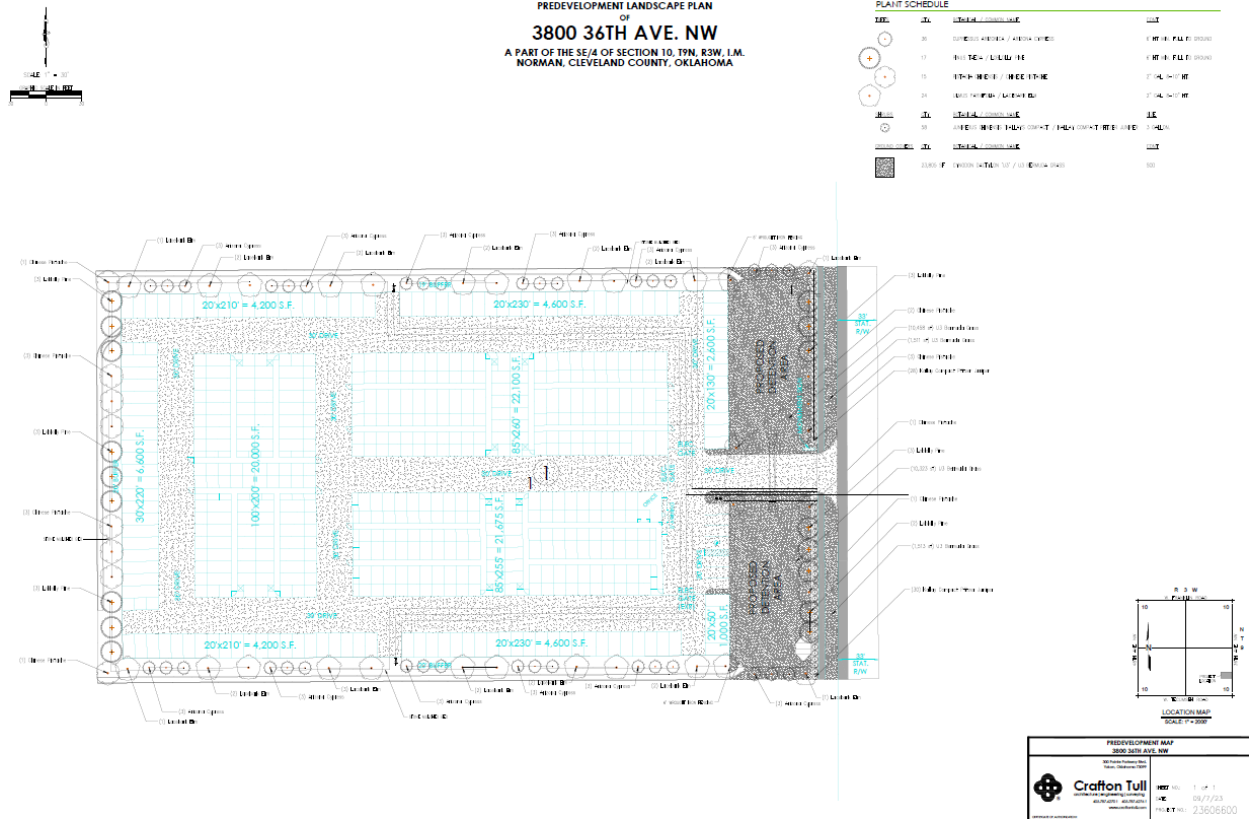
Said tract contains 217,977 Sq Ft or 5.00 Acres, more or less.

EXHIBIT C
Allowable Uses

- Personal Storage Facility
- Detached single-family principal dwelling unit;
- Family day care home; (Allowed used with a site plan amendment)
- General purpose farm or garden; (Allowed used with a site plan amendment)
- Type 1 Mobile Home; (Allowed used with a site plan amendment)
- Accessory buildings, including barns, sheds and other farm buildings which are not a part of the main building and shall not contain a full kitchen. (Allowed used with a site plan amendment)
- Short-term rentals.

EXHIBIT E Landscape Plan

[Full Size PDF Documents Submitted to City Staff]



Applicant: G2SOK Investments

Project Location: 3800 36th Ave NW

Case Number: PD 23-26

Time: 5:30 p.m.

Applicant/Representative

Gunner Joyce
Jason Spencer

Attendees

Luis & Fran Garajua, Peggy Cook, Judy Collins, Joe Gray, Jennifer Gray, Ruth Ann Carr, Jey Hensley, Kevan Jensen, Kurt Gramoll, David & Diane Hopper, Jim & Daphne Summers, Anna Carpenter, Chesa Borends, Travis Lowry, Joe & Angelica Sannon, Ying Fu, Fei Tong, Doug Koscinski, Karl Jahnke.

City Staff

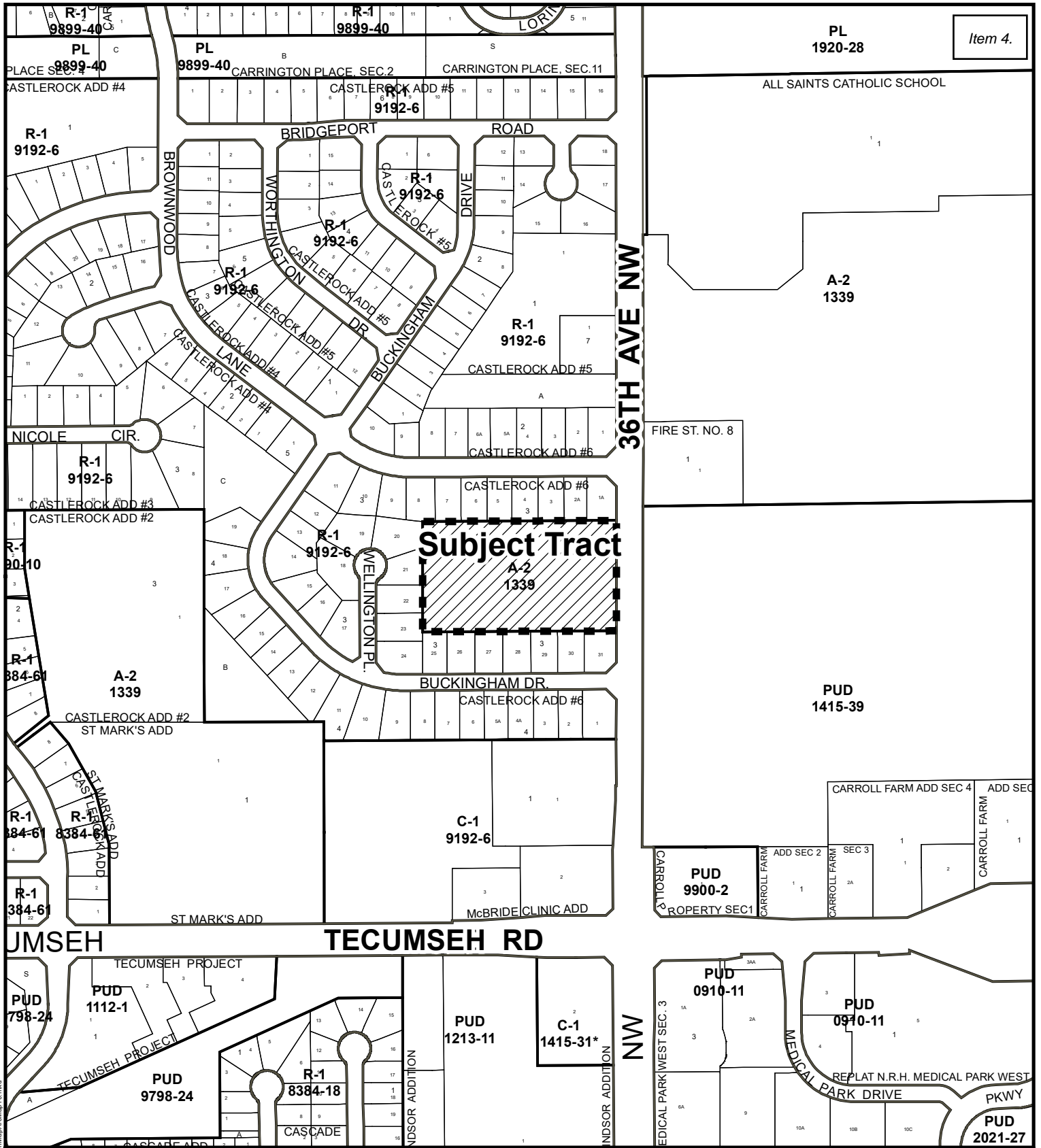
Beth Muckala, Assistant City Attorney III
Jane Hudson, Planning Director
Melissa Navarro, Planner II
Amanda Stevens, Development Center Coordinator

Application Summary

The applicant requests an amendment to Norman 2025 from Low density residential to commercial, rezone from A-2 Residential Agricultural District to Planned Unit Development and a preliminary Plat

Neighbor's Comments/Concerns/Responses

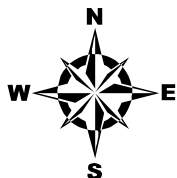
After a discussion with the applicant, the neighbors understood the project and the scope of it. Still, they were concerned about the commercial storage incompatibility with a residential neighborhood. The attendees asked about the setbacks against their backyards, landscaping, the height of the fence, lighting, safety, operation hours, size of buildings, storage of hazardous materials, and drainage. The neighbors are still concerned and will probably organize to protest against the project. The applicant was open to requests from neighbors and stated that they would consider all concerns and comments when designing the final project.



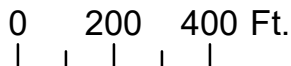
Location Map





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



August 2, 2023

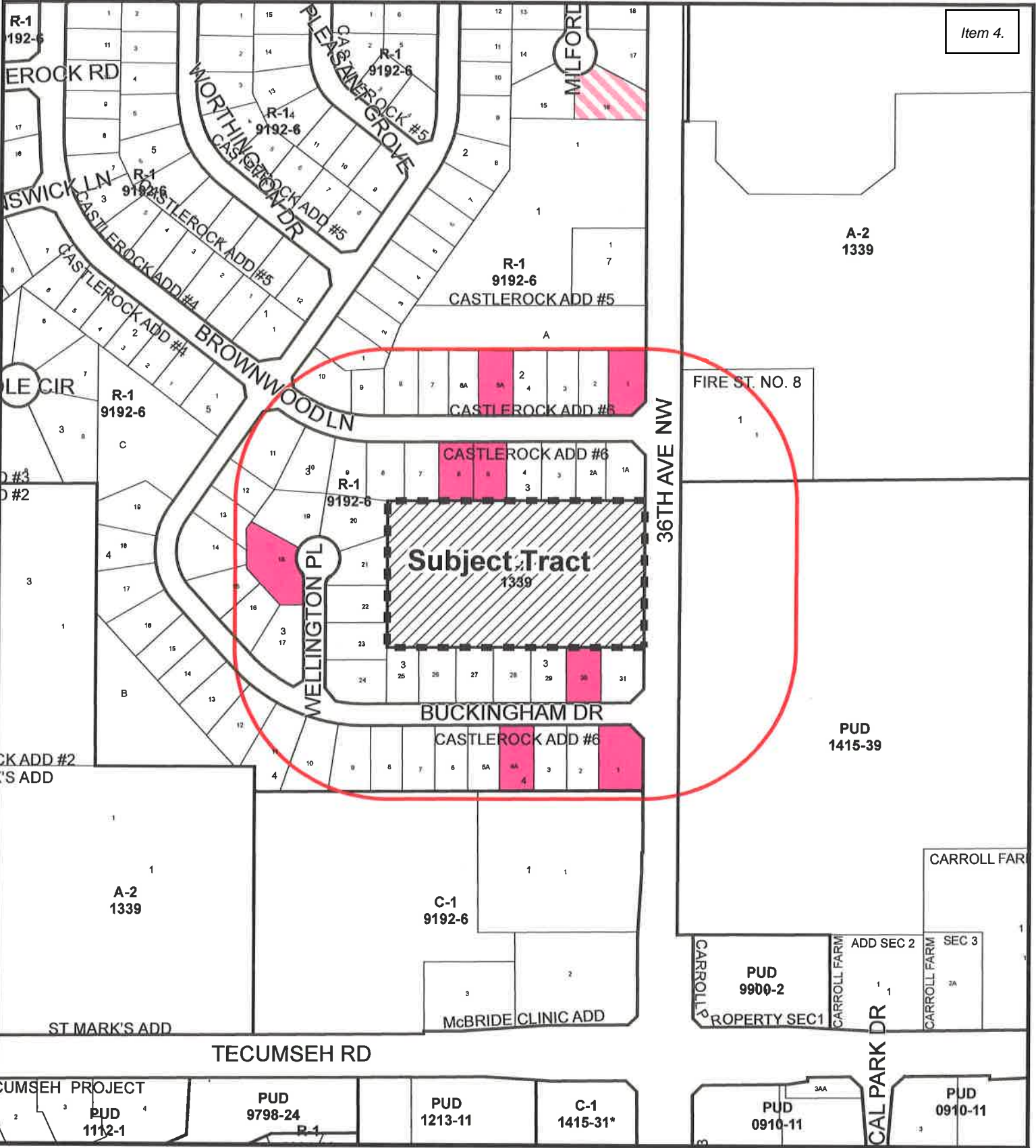


-  Subject Tract
-  Zoning

Items 8-10
G2SOK Investments
3800 36th Avenue NW

PROTESTS

Item 4.

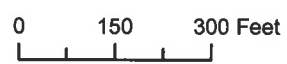


Protest Map

12.1% 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.



September 12, 2023

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

Petition to Not Approve Zoning Change Application

CASTLEROCK RESIDENTS DISAPPROVE OF THE G2SOK RE-ZONING AND PUD REQUEST FOR ZONING CHANGES AT 36TH AVE NW BETWEEN BROWNWOOD AND BUCKINGHAM STREETS.

*If approved, this would allow Bryan Stambeck's company to build a multi-story storage facility in our residential neighborhood, surrounded on 3 sides by Castlerock homes.

Said project would:

- Create an undesirable commercial entity in the middle of our residential neighborhood.
- Bring unwelcome activity, lighting, noise, and increased traffic, along with direct backyard adjacency for homeowners that back up to the potentially 2-story commercial property.
- Create additional drainage and stormwater run-off problems in our neighborhood, which is already facing flooding and run-off issues due to the extremely flat topography and high water table.
- Cause continual nuisance situations for residents, when other commercial property, not adjacent to or embedded in a residential area, is readily available.

We, the undersigned, urge our leaders to not approve G2SOK's request for zoning changes.

Petition summary and background

Action petitioned for

Printed Name	Signature	Address	Rent	Own
Chuanbin Mao	<i>Chuanbin Mao</i>	3616 Brownwood LN		X
Ye Zhu	<i>Ye Zhu</i>	3616 Brownwood LN		X
Jilin Han	<i>Jilin Han</i>	3605 Buckingham Dr.		X
Ying Fu	<i>Ying Fu</i>	3601 Buckingham Dr.		X
Caroline Carpenter	<i>C. Carpenter</i>	3600 Buckingham Dr.		X
Dane Towery	<i>Dane Towery</i>	4001 Draubridge LN		X
Prisca Towery	<i>Prisca Towery</i>	4001 Draubridge LN		X
Brun de English	<i>Brun de English</i>	4020 Castle Rock Rd.		X
Ron English	<i>Ron English</i>	4020 Castle Rock Rd.		X

FILED IN THE OFFICE OF THE CITY CLERK ON 9/11/22

2 of 5

Petition to Not Approve Zoning Change Application

CASTLEROCK RESIDENTS DISAPPROVE OF THE G2SOK RE-ZONING AND PUD REQUEST FOR ZONING CHANGES AT 36TH AVE NW BETWEEN BROWNWOOD AND BUCKINGHAM STREETS.

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- Bring unwelcome activity, lighting, noise, and increased traffic, along with direct backyard adjacency for homeowners that back up to the potentially 2-story commercial property.
- Create additional drainage and stormwater run-off problems in our neighborhood, which is already facing flooding and run-off issues due to the extremely flat topography and high water table.
- Cause continual nuisance situations for residents, when other commercial property, not adjacent to or embedded in a residential area, is readily available.

We, the undersigned, urge our leaders to not approve G2SOK's request for zoning changes.

Petition summary and background

Action petitioned for

Printed Name	Signature	Address	Rent	Own
Steven Cain		4016 Castlerock Rd		X
Jofanna Cain		4016 Castlerock Rd		X
Jasper Cain		4016 Castlerock Rd		X
Deb Mason		4013 Milford Pl.		X
Bryan Wlasan		4015 Milford Pl		X
Alison Smith		3601 Bridgport Rd		X
Morgan Overton		3801 Bridgport Rd		X
Joe work		3612 Buckingham Dr		X
Tiffany Hebert		3001 Brownwood Ln.		X

Item 4.

IN THE OFFICE OF THE CITY CLERK
ON

Petition to Not Approve Zoning Change Application

Petition summary and background	CASTLEROCK RESIDENTS DISAPPROVE OF THE G2SOK RE-ZONING AND PUD REQUEST FOR ZONING CHANGES AT 36 TH AVE NW BETWEEN BROWNWOOD AND BUCKINGHAM STREETS.
*If approved, this would allow Bryan Stambeck's company to build a multi-story storage facility in our residential neighborhood, surrounded on 3 sides by Castlerock homes.	Said project would:
Action petitioned for	• Create an undesirable commercial entity in the middle of our residential neighborhood. • Bring unwelcome activity, lighting, noise, and increased traffic, along with direct backyard adjacency for homeowners that back up to the potentially 2-story commercial property. • Create additional drainage and stormwater run-off problems in our neighborhood, which is already facing flooding and run-off issues due to the extremely flat topography and high water table. • Cause continual nuisance situations for residents, when other commercial property, not adjacent to or embedded in a residential area, is readily available.
Action petitioned for	We, the undersigned, urge our leaders to not approve G2SOK's request for zoning changes.

Printed Name	Signature	Address	Rent	Own	
David Argo	<i>David G</i>	4000 Castlerock Rd.		X	out
Brenda Argo	<i>Brenda Argo</i>	4000 Castlerock Rd.		X	out
Dillon Overton	<i>[Signature]</i>	3801 Bridgeport Rd.		X	57
Mildred Work	<i>Mildred Work</i>	3612 Buckingham Dr		X	out
Eric Landoll	<i>Eric Landoll</i>	3609 Bridgeport Rd.		X	
Candice Landoll	<i>Candice Landoll</i>	3609 Bridgeport Rd		X	
Onase Hebert	<i>Onase Hebert</i>	3601 Brownwood Ln.		X	14
Arlene Boxley	<i>Arlene Boxley</i>	4016 Warthington Dr.		X	out
Mary K Hallman	<i>Mary K Hallman</i>	3924 Nicole Cir		X	out

FILED IN THE OFFICE
 OF THE CITY CLERK
 ON 11/23

Petition to Not Approve Zoning Change Application

Petition summary and background

CASTLEROCK RESIDENTS DISAPPROVE OF THE G2SOK RE-ZONING AND PUD REQUEST FOR ZONING CHANGES AT 36TH AVE NW BETWEEN BROWNWOOD AND BUCKINGHAM STREETS.

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- Cause continual nuisance situations for residents, when other commercial property, not adjacent to or embedded in a residential area, is readily available.

Action petitioned for

We, the undersigned, urge our leaders to not approve G2SOK's request for zoning changes.

Printed Name	Signature	Address	Rent	Own
Delton Boxley	<i>Delton Boxley</i>	4016 Northington Dr.		X
RAYMOND CALLAN	<i>R.J. Callan</i>	4052 NICOLE PLACE		X
PARLENE MCCULLOCK	<i>Parlene McCullough</i>	3705 Buckingham Hwy		X
DEBORAH OBERST	<i>M.W.D.</i>	4017 Northington Dr		X
ANNA CARPENTER	<i>A. Carpenter</i>	3600 Buckingham		X
Fei Tong	<i>Fei Tong</i>	3620 Brownwood Ln		X
Zhipeng Yang	<i>Zhipeng Yang</i>	3620 Brownwood Ln		X
Xinghua Shi	<i>Xinghua Shi</i>	4000 WoodCastle St.		X
Liangzhe Li	<i>Liangzhe Li</i>	4000 WoodCastle St.		X

FILED IN THE OFFICE OF THE CITY CLERK ON 11/25

Petition to Not Approve Zoning Change Application

Petition summary and background

CASTLEROCK RESIDENTS DISAPPROVE OF THE G2SOK RE-ZONING AND PUD REQUEST FOR ZONING CHANGES AT 36TH AVE NW BETWEEN BROWNWOOD AND BUCKINGHAM STREETS.

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Said project would:

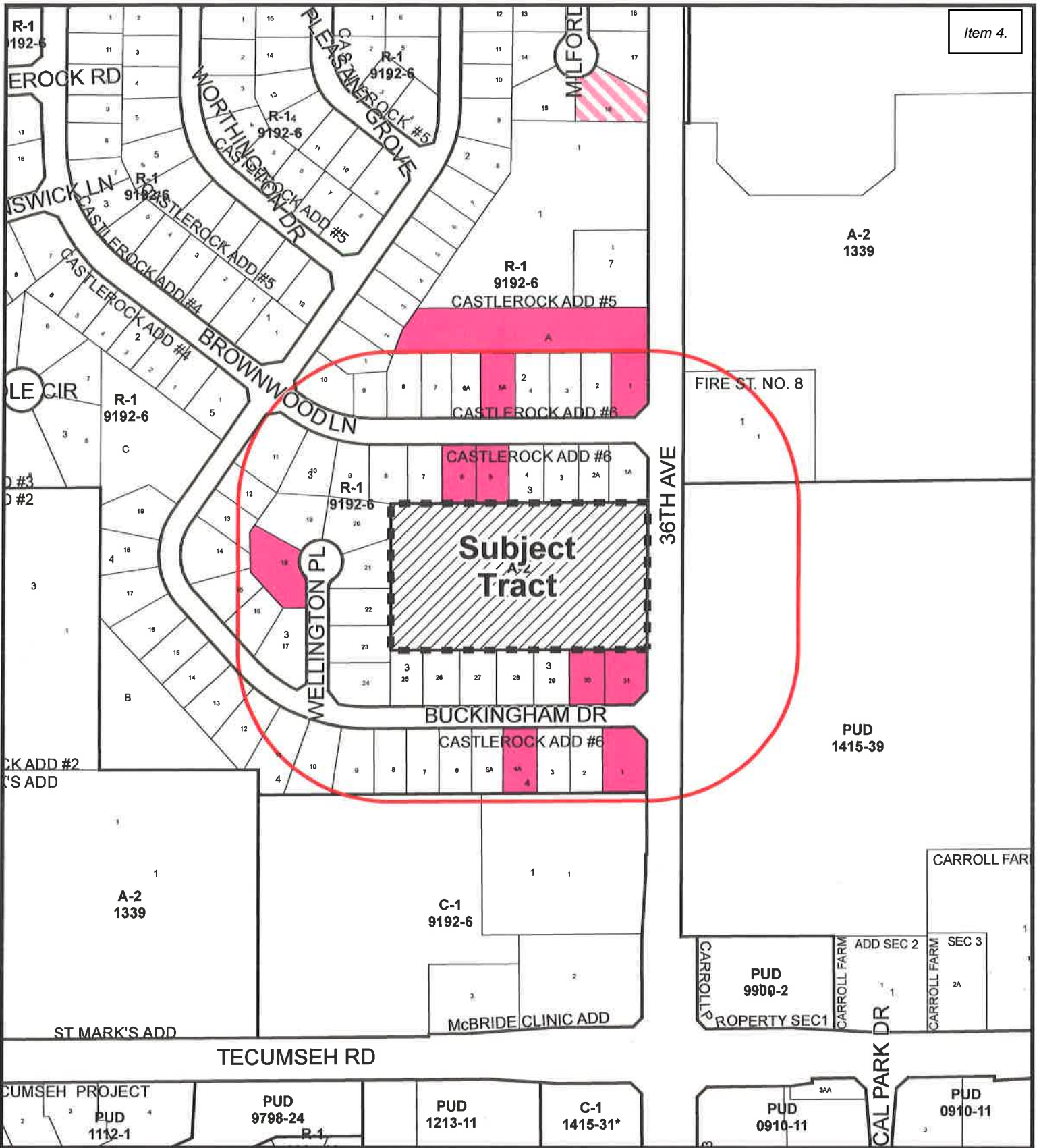
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Action petitioned for

We, the undersigned, urge our leaders to not approve G2SOK's request for zoning changes.

Printed Name	Signature	Address	Rent	Own
Pam Davies-Jones	<i>Pam Davies</i>	2905 Brunswick Lane		X ^{own}
David Early	<i>David Early</i>	3617 Brownwood Ln.		X ¹⁰
Lara Keepers	<i>Lara Keepers</i>	3716 Buckingham Dr.		X [?]
Sheryl D. Campbell	<i>Sheryl D. Campbell</i>	3812 Wellington Pl		X ⁸⁴
Peggy Cook	<i>Peggy Cook</i>	4005 Stonehurst St.		X ^{own}

FILED IN THE OFFICE OF THE CITY CLERK ON 9/11/23



Item 4.

Protest Map

13.8% 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.




0 150 300 Feet

September 25, 2023

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

Petition to Not Approve Zoning Change Application

<p>Petition summary and background</p>	<p>CASTLEROCK RESIDENTS DISAPPROVE OF THE G2SOK RE-ZONING AND PUD REQUEST FOR ZONING CHANGES AT 36TH AVE NW BETWEEN BROWNWOOD AND BUCKINGHAM STREETS.</p> <p>*If approved, this would allow Bryan Stambeck's company to build a storage facility in our residential neighborhood, surrounded on 3 sides by Castlerock homes.</p> <p>Said project would:</p> <ul style="list-style-type: none"> • Create an undesirable commercial entity in the middle of our residential neighborhood. • Bring unwelcome activity, lighting, noise, and increased traffic, along with direct backyard adjacency for homeowners that back up to the commercial property. • Create additional drainage and stormwater run-off problems in our neighborhood, which is already facing flooding and run-off issues due to the extremely flat topography and high water table. • Cause continual nuisance situations for residents, when other commercial property, not adjacent to or embedded in a residential area, is readily available. • We, the undersigned, urge our leaders to not approve G2SOK's request for zoning changes.
<p>Action petitioned for</p>	<p></p>

Printed Name	Signature	Address	Rent	Own
Tom CERNI		3661 Buckingham Dr.		✓
Castlerock HOA, by Peggy Cook, Pres.		PO Box 720637, Norman 73070		✓

FILED IN THE OFFICE OF THE CITY CLERK ON 9/14/03



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, September 14, 2023 at 7:00 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 14th day of September, 2023.

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 7:00 p.m.

ROLL CALL

PRESENT

Cameron Brewer
Steven McDaniel
Liz McKown
Erica Bird
Douglas McClure
Jim Griffith
Maria Kindel

ABSENT

Kevan Parker
Michael Jablonski

A quorum was present.

STAFF PRESENT

Jane Hudson, Planning Director
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Roné Tromble, Admin. Tech. IV
Beth Muckala, Assistant City Attorney
David Riesland, Transportation Engineer
Todd McLellan, Development Engineer
Bryce Holland, Multimedia Specialist

G2SOK Investments 2025, PUD & Preliminary Plat

Ms. McKown vacated her seat.

8. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Resolution No. R-2324-43: G2SOK Investments, L.L.C. requests amendment of the NORMAN 2025 Land Use & Transportation Plan from Low Density Residential Designation to Commercial Designation for approximately 5 acres of property located at 3800 36th Avenue N.W.

ITEMS SUBMITTED FOR THE RECORD:

1. NORMAN 2025 Map
2. Staff Report

9. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2324-13: G2SOK Investments, L.L.C. requests rezoning from A-2, Rural Agricultural District, to PUD, Planned Unit Development, for approximately 5 acres of property located at 3800 36th Avenue N.W.

ITEMS SUBMITTED FOR THE RECORD:

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

10. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Preliminary Plat PP-2324-4: Consideration of a Preliminary Plat submitted by G2SOK Investments, L.L.C. (Crafton Tull) for 3800 36th Avenue NW for approximately 5 acres of property located at 3800 36th Avenue N.W.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Preliminary Site Development Plan
5. Transportation Impacts
6. Traffic Impact Memorandum

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

Mr. Griffith asked if any storage will be allowed outside. Ms. Navarro responded that all the storage will be indoors.

PRESENTATION BY THE APPLICANT:

Gunner Joyce, Rieger Law Group, representing the applicant, introduced the project team: Jason Spencer, Bryan Stambeck, and Dean Anderson. He reviewed the request for Commercial Designation in the NORMAN 2025 Plan, and PUD zoning, as well as a preliminary plat for one lot.

Mr. Griffith asked if the landscaping will be irrigated. Mr. Joyce responded affirmatively, Mr. Griffith suggested that the building on the north of the entry should also have brick façade on the front because it will be visible from the south.

AUDIENCE PARTICIPATION:

Peggy Cook, 4005 Stonehurst Street, representing the Board of Castlerock Homeowners Association, spoke in opposition.

Daphne Summers, 3701 Buckingham Drive, spoke in support.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Ms. Bird appreciated the comment about the façade being visible. She met with the applicant's before the meeting to ask questions, including the feasibility for residential use. She appreciated the sight line diagram being included.

Mr. McClure thinks the idea is great, but he agrees that any buildings that are visible from the street should have brick façade. Mr. Joyce responded that they would be happy to have the brick façade included in the motion as a recommendation.

Motion made by Kindel, seconded by McClure, to recommend adoption of Resolution No. R-2324-43, Ordinance No. O-2324-13, and PP-2324-4 to City Council, with the recommendation that the building to the north of the office also have masonry frontage because it is partially visible from the street.

Voting Yea: Brewer, McDaniel, Bird, McClure, Griffith, Kindel

The motion to recommend adoption of Resolution No. R-2324-43, Ordinance No. O-2324-13, and PP-2324-4 to City Council passed by a vote of 6-0.

*

ORDINANCE NO. O-2324-13

ITEM NO. 9

STAFF REPORT

GENERAL INFORMATION

APPLICANT	G2SOK Investments, L.L.C.
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	A-2, Rural Agricultural District
SURROUNDING ZONING (O-1415-39)	North: R-1, Single Family Dwelling District East: PUD, Planned Unit Development South: R-1, Single Family Dwelling District West: R-1, Single Family Dwelling District
LOCATION	3800 36 th Avenue N.W.
WARD	8
CORE AREA	No
AREA/SF	5 acres more or less
PURPOSE	Develop a self-storage facility
EXISTING LAND USE	Vacant Acreage
SURROUNDING LAND USE	North: Residential East: Office/ Commercial (vacant) South: Residential West: Residential
LAND USE PLAN DESIGNATION	Low Density Residential
PROPOSED LAND USE DESIGNATION	Commercial
GROWTH AREA DESIGNATION	Current Urban Service Area

PROJECT OVERVIEW: The applicant is requesting to rezone the above noted property from Rural Agricultural District to a PUD, Planned Unit Development. The purpose for this rezoning request is to allow the development of a self-storage facility.

PROCEDURAL REQUIREMENTS:

GREENBELT COMMISSION: GBC23-20, August 15, 2023

The Greenbelt Commission forwards this item with no further comments.

PRE-DEVELOPMENT MEETING: PD23-26, July 27, 2023

After a discussion with the applicant, the neighbors understood the project and the planned scope. Still, they were concerned about the commercial storage incompatibility with a residential neighborhood. The attendees asked about the setbacks against their backyards, landscaping, the height of the fence, lighting, safety, operation hours, size of buildings, storage of hazardous materials, and drainage. The neighbors are still concerned and will probably organize to protest against the project.

The applicant was open to requests from neighbors and stated that they would consider all concerns and comments when designing the final project. And will continue to meet with the neighbors to work on concerns.

ZONING ORDINANCE CITATION:

SEC. 36-509 – PLANNED UNIT DEVELOPMENT

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

Specifically, the purposes of this section are to encourage:

- (a) A maximum choice in the types of environment and living units available to the public.
- (b) Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- (c) Maximum enhancement and minimal disruption of existing natural features and amenities.
- (d) Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long range plan and remain compatible with surrounding developments.
- (e) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- (f) Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.

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

STAFF ANALYSIS: The particulars of this PUD include:

USE:

- Personal Storage Facility
- Detached single-family principal dwelling unit;
- Family day care home;
- General purpose farm or garden;
- Type 1 Mobile Home;
- Accessory buildings, including barns, sheds and other farm buildings which are not a part of the main building and shall not contain a full kitchen.
- Short-term rentals

OPEN SPACE: The Property will feature landscaping within the setbacks along the North, South, East, and West building setback areas in substantial compliance with the Landscape Plan, attached hereto as Exhibit E. Final landscaping types, quantities, and locations may change during final design and construction. The Applicant will consult with the City Forester at the construction phase to determine appropriate landscaping species and locations for the Property. The maximum impervious coverage for the Property shall be 76%.

SITE PLAN/ACCESS: Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan.

LANDSCAPING: The Property will feature landscaping within the setbacks along the North, South, East and West building setback areas in substantial compliance with the preliminary Landscape Plan, attached hereto as Exhibit E. Final landscaping types, quantities, and locations may change during final design and construction.

SIGNAGE AND LIGHTING: The signage for the Property shall comply with the City of Norman's Sign Code for commercial uses, as may be amended from time to time.

The property is initially expected to feature a monument sign along 36th Ave NW frontage and a mounted building sign, both of which may be backlight and illuminated.

Notwithstanding the foregoing, the Applicant shall meet the City of Norman's Commercial Outdoor Lighting Standards, as amended from time to time

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

SANITATION: The Property will comply with the City of Norman's applicable rules, ordinances, and regulations for sanitation services. It is anticipated that the personal storage facility will not need a dumpster or poly cart service and instead will privately handle trash disposal. The Property's sanitation plan will be subject to review and approval by the City of Norman.

PARKING: The development of a personal storage facility on the Property will only require seven (7) parking spaces, which includes one ADA space. In the event any other use is developed on the Property in accordance with the terms of this PUD, the Property will comply with the City of Norman’s applicable parking ordinances, as may be amended from time to time.

SIDEWALKS: Sidewalk will be added along 36th Ave NW.

EXTERIOR BUILDING MATERIALS: It is the intent of Applicant to construct a facility that looks and feels residential in nature. Exterior materials of the buildings to be constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof, provided that no portion of buildings to be constructed on the Property that will have an unobstructed view from 36th Ave NW may contain more than 50% metal, or less than 50% masonry, on the side of said building facing 36th Ave NW.

HOURS OF OPERATION: The storage facility on the Property will operate between the hours of 6:00 AM and 10:00 PM.

EXISTING ZONING: The subject property is zoned A-2, Rural Agricultural District. This district does not allow self-storage facilities by right.

ALTERNATIVES/ISSUES:

IMPACTS: The subject property is currently and has historically been residential. The new commercial use will increase traffic in the area when compared to the traffic generated by the historical use of the site, one single-family home. The tenants of the facility will utilize the site at varied times, during business hours. Typically, the units for this type of facility are not visited on a daily or even weekly basis.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Plan review will occur at the time of application submittal.

PUBLIC WORKS/ENGINEERING: The applicant is going through the platting process and will address any outstanding issues on the preliminary plat, before filing for the final plat.

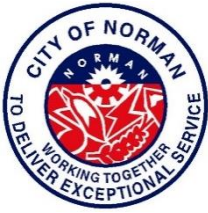
TRAFFIC ENGINEER: Please see the attached traffic reports from the Traffic Engineer.

UTILITIES: All need services will be provided to the site.

CONCLUSION: Staff forwards this request for rezoning from A-2, Rural Agricultural District, to a PUD, Planned Unit Development, and Ordinance No. O-2324-13 to the Planning Commission for consideration and recommendation to City Council.

File Attachments for Item:

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-7: FOR WPDS ESTATES AND EASEMENT NUMBERS E-2324-22, E-2324-23, E-2324-24, E-2324-25 (GENERALLY LOCATED ON THE SOUTH SIDE OF FRANKLIN ROAD AND EAST OF 108TH AVENUE NE).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-7: FOR WPDS ESTATES AND EASEMENT NUMBERS E-2324-22, E-2324-23, E-2324-24, E-2324-25 (GENERALLY LOCATED ON THE SOUTH SIDE OF FRANKLIN ROAD AND EAST OF 108TH AVENUE NE).

BACKGROUND:

This item is Norman Rural Certificate of Survey No. COS-2223-7 for WPDS Estates and is generally located on the south side of Franklin Road and east of 108th Avenue N.E.

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

Norman Rural Certificate of Survey COS-2223-7 for WPDS Estates was approved by Planning Commission at its meeting of July 13, 2023.

DISCUSSION:

This property consists of 79.36 acres. Tract 1 consists of 10.01 acres, Tract 2 consists of 10.01 acres, Tract 3 consists of 10.02 acres, Tract 4 consists of 10.01 acres, Tract 5 consists of 13.00 acres, Tract 6 consists of 13.08 acres and Tract 7 consists of 13.23 acres.

The Norman Fire Department will provide fire protection.

Individual septic systems are existing for Tracts 1, 6 and 7. Individual septic systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards for the remaining tracts.

Individual water wells are existing for Tracts 1, 6 and 7. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards for the remaining tracts.

Franklin Road is classified as a Minor Rural Arterial and 108th Avenue N.E. is classified as rural collector street.

Water Quality Protection Zone (WQPZ) is located within Tract 6. The owners will be required to protect this area with covenants.

Covenants addressing the WQPZ have been reviewed as to form by City Legal staff.

The applicants have submitted Easement No. E-2324-22, roadway, drainage and utilities in connection with 108th Avenue N.E., Easement No. E-2324-23, roadway, drainage and utilities in connection with Franklin Road, Easement No. E-2324-24 providing a trail easement adjacent to Franklin Road and Easement No. E-2324-25 covering the WQPZ area.

RECOMMENDATION:

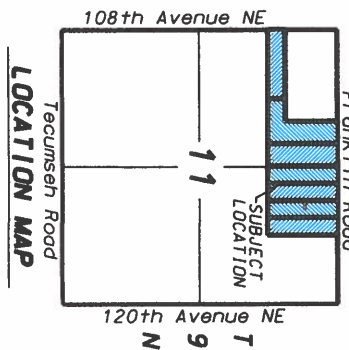
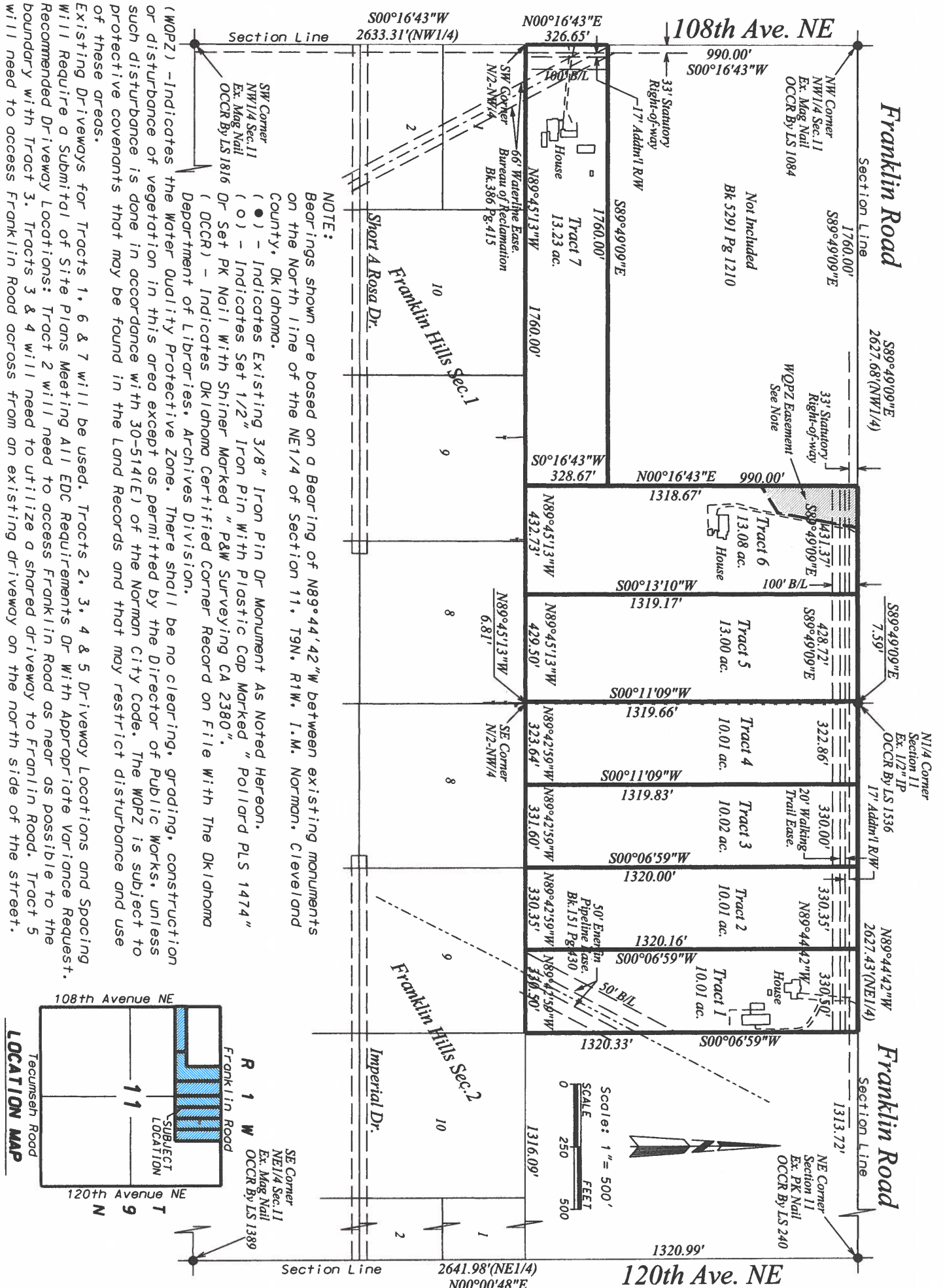
Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-2223-7 for WPDS Estates including Easement Nos. E-2324-22, E-2324-23, E-2324-24 And E-2324-25.

WPDS ESTATES

A NORMAN RURAL CERTIFICATE
OF SURVEY SUBDIVISION

PART OF THE N/2-N/2 OF SECTION 11, T9N, R1W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

COS - 2223-7



POLLARD & WHITED SURVEYING, INC. 2514 Tee Drive 405-366-0001 Off. 405-443-8100 Cell CA 2380 exp.6-30-25	Norman, OK 73069 timepsurveying.com	WPDS Estates Samantha Danner Norman Certificate of Survey Subdivision Part of the N1/2 of Section 11, T9N, R1W, IM Norman, Cleveland County, Oklahoma	
		December 22, 2022	Drawn By: T. Pollard

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

E-2324-22

That in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, that Clara L. Smart and Johnny R. Smart, do hereby grant, bargain, sell and convey unto the **City Of Norman**, a municipal corporation, a **public roadway, drainage and utility easement**, over, across and under the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

17' Additional R/W Along 108th Ave. NE

A strip of land in the North Half of (N1/2) of the Northwest Quarter (NW1/4) of Section Eleven (11), Township Nine (9) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474 dated December 22, 2022 using an Arbitrary bearing of N89°44'42"W between existing monuments on the North line of the Northeast Quarter (NE1/4) of said Section 11, as a Basis of Bearing, said tract further described as:

COMMENCING at the Northwest Corner of the Northwest Quarter (NW1/4) of said Section 11;
Thence S00°16'43"W, on the West line of said NW1/4, for a distance of 990.00 feet; Thence S89°49'09"E for a distance of 33.00 feet to the **POINT OF BEGINNING**; Thence S89°49'09"E for a distance of 17.00 feet; Thence S00°16'43"W parallel to the West line of said NW1/4 for a distance of 326.71 feet to the South line of said N1/2-NW1/4; Thence N89°45'13"W, on said South line for a distance of 17.00 feet; Thence N00°16'43"E for a distance of 326.69 feet to the **POINT OF BEGINNING**, containing 0.127 acres more or less.

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

Public Roadway, Drainage and Utility Easement

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

Signed and delivered this 30th day of June, 2023.

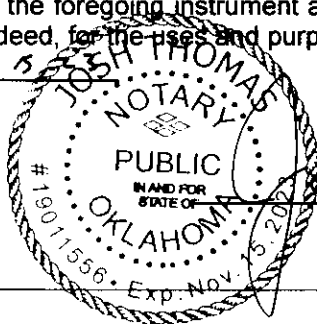
Clara L. Smart
Clara L. Smart

Johnny R. Smart
Johnny R. Smart

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of June, 2023, personally appeared, Clara L. Smart and Johnny R. Smart to me known to be the identical persons who executed the foregoing instrument acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires: Nov 5, 2025



Joshua Thomas
Notary Public

CITY ATTORNEY

Approved as to form and legality this 25 day of September, 2023

Elizabeth Luckala
City Attorney

NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this ___ day of _____, 20___.

ATTEST: _____
City Clerk

Mayor

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

E-2324-23

That in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, that Clara L. Smart and Johnny R. Smart, do hereby grant, bargain, sell and convey unto the **City Of Norman**, a municipal corporation, a **public roadway, drainage and utility easement**, over, across and under the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

17' Additional R/W Along Franklin Road

A strip of land in the North Half of (N1/2) of Section Eleven (11), Township Nine (9) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474 dated December 22, 2022 using an Arbitrary bearing of N89°44'42"W between existing monuments on the North line of the Northeast Quarter (NE1/4) of said Section 11, as a Basis of Bearing, said tract further described as:

COMMENCING at the Northeast Corner of the Northeast Quarter (NE1/4) of said Section 11; Thence N89°44'42"W, on the North line of said NE1/4, for a distance of 1313.72 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4) of said Section 11; Thence S00°06'59"W, on the East line of said NW1/4-NE1/4, for a distance of 33.00 feet to the **POINT OF BEGINNING**; Thence S00°06'59"W, on said East line, for a distance of 17.00 feet; Thence N89°44'42"W parallel to the North line of said NE1/4 for a distance of 1313.81 feet to the East line of the Northwest Quarter (NW1/4) of said Section 11; Thence N89°49'09"W parallel to the North line of said NW1/4, for a distance of 867.73 feet; Thence N00°16'43"E for a distance of 17.00 feet to a point 33.00 feet South of the North line of said NW1/4; Thence S89°49'09"E, parallel to the North line of said NW1/4, for a distance of 867.69 feet to the West line of the NE1/4 of said Section 11; Thence S89°44'42"E, parallel to the North line of said NE1/4, for a distance of 1313.80 feet to the **POINT OF BEGINNING**, containing 0.851 acres more or less.

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

Public Roadway, Drainage and Utility Easement

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

Signed and delivered this 30th day of June, 2023.

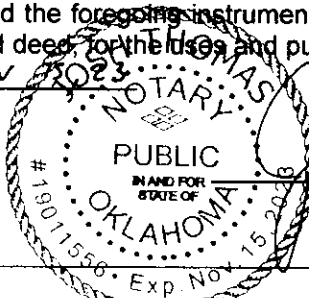
Clara L. Smart
Clara L. Smart

Johnny R. Smart
Johnny R. Smart

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of June, 2023, personally appeared, Clara L. Smart and Johnny R. Smart to me known to be the identical persons who executed the foregoing instrument acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires: Nov 2023



John Thomas
Notary Public

CITY ATTORNEY

Approved as to form and legality this 25 day of September, 2023.

Christy Luckala
City Attorney

NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this ___ day of _____, 20__.

ATTEST: _____
City Clerk

Mayor

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: E-2324-24

That in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, that Clara L. Smart and Johnny R. Smart, do hereby grant, bargain, sell and convey unto the City Of Norman, a municipal corporation, a public walkway path easement, over, across and under the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

20' Walkway Path Easement

A strip of land in the North Half of (N1/2) of Section Eleven (11), Township Nine (9) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474 dated December 22, 2022 using an Arbitrary bearing of N89°44'42"W between existing monuments on the North line of the Northeast Quarter (NE1/4) of said Section 11, as a Basis of Bearing, said tract further described as:

COMMENCING at the Northeast Corner of the Northeast Quarter (NE1/4) of said Section 11; Thence N89°44'42"W, on the North line of said NE1/4, for a distance of 1313.72 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4) of said Section 11; Thence S00°06'59"W, on the East line of said NW1/4-NE1/4, for a distance of 50.00 feet to the POINT OF BEGINNING; Thence S00°06'59"W, on said East line, for a distance of 20.00 feet; Thence N89°44'42"W parallel to the North line of said NE1/4 for a distance of 1313.85 feet to the East line of the Northwest Quarter (NW1/4) of said Section 11; Thence N89°49'09"W parallel to the North line of said NW1/4, for a distance of 867.70 feet; Thence N00°16'43"E for a distance of 20.00 feet to a point 50.00 feet South of the North line of said NW1/4; Thence S89°49'09"E, parallel to the North line of said NW1/4, for a distance of 867.73 feet to the West line of the NE1/4 of said Section 11; Thence S89°44'42"E, parallel to the North line of said NE1/4, for a distance of 1313.81 feet to the POINT OF BEGINNING, containing 0.851 acres more or less.

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

Public Walkway Path Easement

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

Signed and delivered this 30th day of June, 2023.

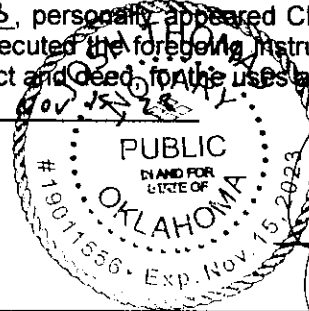
Clara L Smart
Clara L Smart

Johnny R. Smart
Johnny R. Smart

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of June, 2023, personally appeared Clara L. Smart and Johnny R. Smart, to me known to be the identical persons who executed the foregoing instrument acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires: Nov 15 2023



John Thomas
Notary Public

CITY ATTORNEY

Approved as to form and legality this 25 day of Sept, 2023

Elizabeth Okolola
City Attorney

NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this ___ day of _____, 20__.

ATTEST: _____
City Clerk

Mayor

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

E-2324-25

That in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, that Clara L. Smart and Johnny R. Smart, do hereby grant, bargain, sell and convey unto the **City Of Norman**, a municipal corporation, a **public drainage easement**, over, across and under the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

(WQPZ AREA)

A tract of land in the North Half of the Northwest Quarter (N1/2-NW1/4) of Section Eleven (11), Township Nine (9) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474 dated December 22, 2022 using an Arbitrary bearing of N89°44'42"W between existing monuments on the North line of the Northeast Quarter (NE1/4) of said Section 11, as a Basis of Bearing, said tract further described as:

COMMENCING at the Northwest Corner of said N1/2-NW1/4;

Thence S89°49'09"E, on the North line of said N1/2-NW1/4, for a distance of 1760.00 feet to the **POINT OF BEGINNING**;

Thence S89°49'09"E, on said North line, for a distance of 166.71 feet;

Thence S10°52'52"W for a distance of 321.43 feet;

Thence S58°46'51"W for a distance of 126.16 feet;

Thence N00°16'43"E for a distance of 381.57 feet to the **POINT OF BEGINNING**, containing 1.07 acres more or less.

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

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

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

Signed and delivered this 30th day of June, 2023.

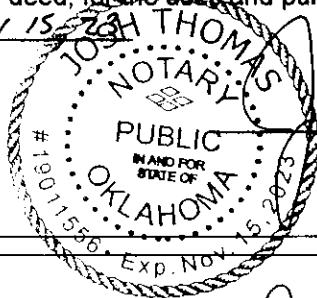
Clara L. Smart
Clara L. Smart

Johnny R. Smart
Johnny R. Smart

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of June, 2023, personally appeared Clara L. Smart and Johnny R. Smart, to me known to be the identical persons who executed the foregoing instrument acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires: Nov 15, 2023



Joshua Thomas
Notary Public

CITY ATTORNEY

Approved as to form and legality this 25 day of Sept, 2023

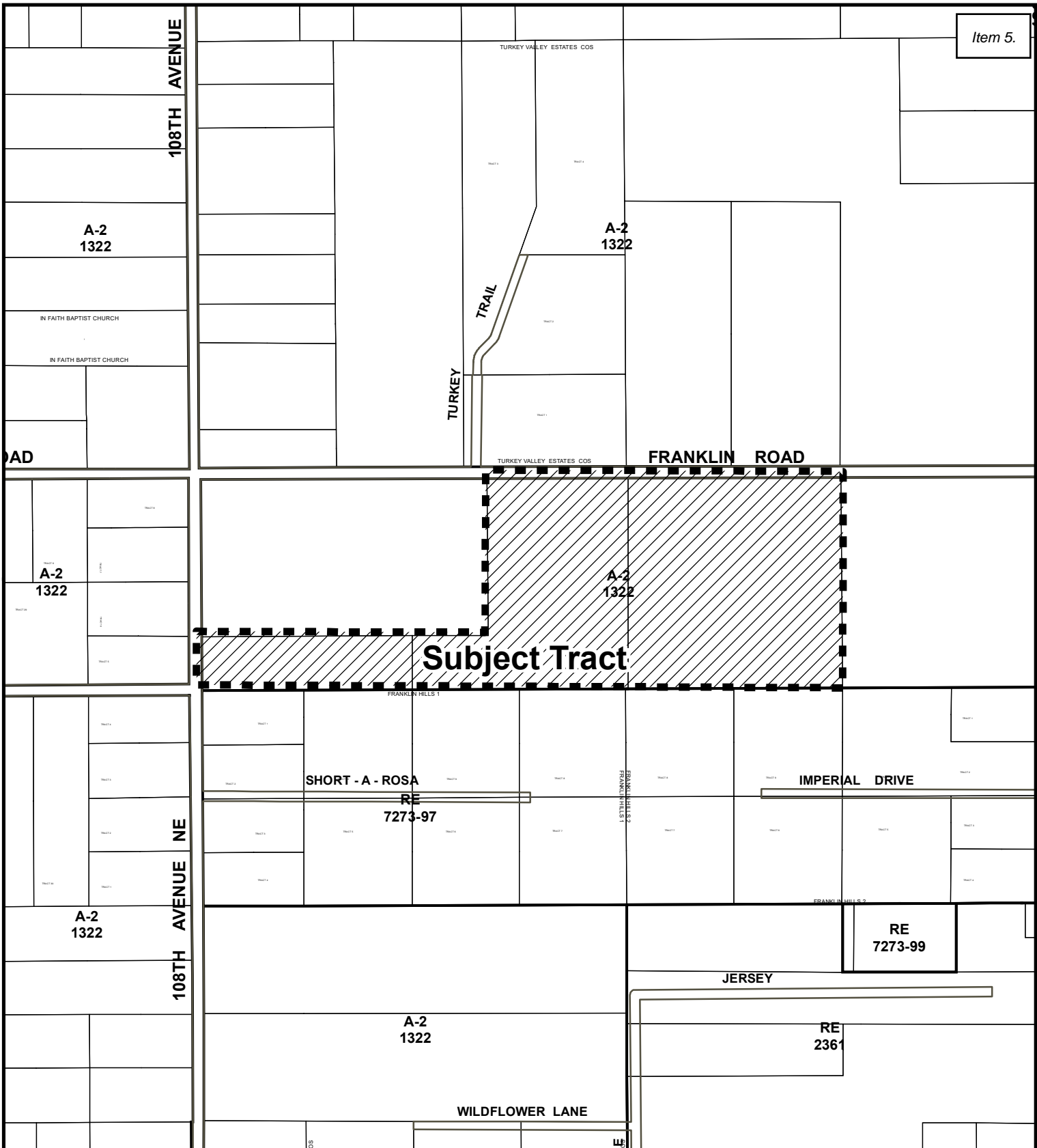
Chisabeth Mikhala
City Attorney

NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this ___ day of _____, 20__.

ATTEST: _____
City Clerk

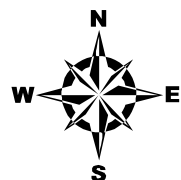
Mayor



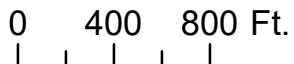
Location Map





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



April 6, 2023



 Subject Tract
 Zoning

G:\arcgis10\Map_Templates\&T_LocationMap\ArcMap10.mxd

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT FOR NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2223-7 FOR WPDS ESTATES AND ACCEPTANCE OF EASEMENT NO. E-2324-22, E-2324-23, E-2324-24 AND E-2324-25.

LOCATION: Generally located on the south side of Franklin Road and east of 108th Avenue N.E.

INFORMATION:

1. Owners. Clair and Johnny Smart.
2. Developer. Clair and Johnny Smart.
3. Surveyor. Pollard & Whited Surveying, Inc.

HISTORY:

1. Refer to the Planning Commission Staff Report, July 13, 2023.
2. July 13, 2023. Planning Commission, on a vote of 7-0, recommended to City Council that Certificate of Survey No. COS-2223-7 for WPDS Estates be approved.

PUBLIC DEDICATIONS:

1. Easements. The applicants have submitted Easement No. E-2324-22 a roadway, drainage and utility easement for with Franklin Road, E-2324-23 a roadway, drainage and utility easement for 108th Avenue N.E., Easement No. E-2324-24 a 20' trail easement adjacent to Franklin Road and Easement No. E-2324-25 drainage easement for WQPZ, Water Quality Protection Zone.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, certificate of survey, Staff Report recommending approval, Easement Nos. E-2324-22, E-2324-23, E-2324-24 And E-2324-25 and pertinent excerpts from the Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Easement No. E-2324-22, E-2324-23, E-2324-24 And E-2324-25 and Certificate of Survey No. COS-2223-7 for WPDS Estates, and, if approved, direct the filing of Certificate of Survey No. COS-2223-7 for WPDS Estates and Easement Nos. E-2324-22, E-2324-23, E-2324-24 and E-2324-25 with the Cleveland County Clerk.

ACTION TAKEN: _____

CERTIFICATE OF SURVEY
COS-2223-7

ITEM NO. 3

STAFF REPORT

ITEM: Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2223-7 FOR WPDS ESTATES.**

LOCATION: Generally located on the south side of Franklin Road and east of 108th Avenue N.E.

INFORMATION:

1. Owners. Clair and Johnny Smart.
2. Developer. Clair and Johnny Smart.
3. Surveyor. Pollard & Whited Surveying, Inc.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1312 annexing this property into the Norman Corporate City Limits without zoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Protection. The Norman Fire Department will provide fire protection.
2. Sanitary Sewer. Individual septic systems are existing for Tracts 1, 6 and 7. Individual septic systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards for the remaining tracts.
3. Water. Individual water wells are existing for Tracts 1, 6 and 7. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards for the remaining tracts.
4. Streets. Franklin Road is classified as a Minor Rural Arterial and 108th Avenue N.E. is classified as rural collector street.

5. Acreage. This property consists of 79.36 acres. Tract 1 consists of 10.01 acres, Tract 2 consists of 10.01 acres, Tract 3 consists of 10.02 acres, Tract 4 consists of 10.01 acres, Tract 5 consists of 13.00 acres, Tract 6 consists of 13.08 acres and Tract 7 consists of 13.23 acres.
6. WQPZ. Water Quality Protection Zone (WQPZ) is located within Tract 6. The owners will be required to protect this area with covenants.
7. Covenants. Covenants addressing the WQPZ are being reviewed as to form by City Legal staff.
8. Easements. The owners will grant a 17' roadway, drainage and utility easement for both Franklin Road and 108th Avenue N.E. In addition, a 20' trail easement will be granted adjacent to the 17' roadway, drainage and utility easement for Franklin Road.

SUPPLEMENTAL MATERIAL: Copies of a location map, Norman Rural Certificate of Survey No. COS-2223-7 and request for a variance in the frontage requirement for Tract 7 are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The applicant is requesting a variance in the minimum front setback width requirement from 330' to 326.65' for Tract 7. Staff recommends approval of the variance request and approval of Certificate of Survey No. COS-2223-7 for WPDS Estates.

ACTION NEEDED: Recommend approval or disapproval of a variance in the minimum front setback width requirement from 330' to 326.65' for Tract 7 and recommend approval or disapproval of Certificate of Survey No. COS-2223-7 for WPDS Estates to City Council.

ACTION TAKEN: _____

File Attachments for Item:

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONMENT OF AMENDMENT NO. ONE TO CONTRACT K-1819-88: A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE DISTRICT ATTORNEY'S OFFICE, DISTRICT 21 (CLEVELAND COUNTY) ALLOWING THE NORMAN POLICE DEPARTMENT TO USE TWO (2) ADDITIONAL VEHICLES PURCHASED BY THE DISTRICT ATTORNEY'S OFFICE, DISTRICT 21.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Police Department

PRESENTER: Brent Barbour, Major

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONMENT OF AMENDMENT NO. ONE TO CONTRACT K-1819-88: A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE DISTRICT ATTORNEY'S OFFICE, DISTRICT 21 (CLEVELAND COUNTY) ALLOWING THE NORMAN POLICE DEPARTMENT TO USE TWO (2) ADDITIONAL VEHICLES PURCHASED BY THE DISTRICT ATTORNEY'S OFFICE, DISTRICT 21.

BACKGROUND:

The mission of the Norman Police Department (NPD) is to maintain and enhance the quality of life in the City of Norman by protecting life, liberty, property, and keeping the peace. The pursuit of this mission requires specific capabilities to be acquired and maintained to deliver the expected police services. The aspects of the services should include continued collaboration with community organizations and community members to help better the overall quality of life for Norman citizens. The services also require officers to possess equipment capable of enforcing laws and carrying out the vision and mission statement of the agency.

Pursuant to Contract K-1819-88, District 21 provided the NPD with two 2019 Chevrolet Tahoe's purchased by the Cleveland County District Attorney's Office, District 21 Task Force. The contract was executed through a Memorandum of Understanding (MOU) between the City of Norman and the District Attorney's Office, District 21. The vehicles were then loaned to the NPD for police use. In accordance with the contract, the City has been responsible for all maintenance and repairs to the two vehicles.

DISCUSSION:

District 21 has purchased and fully equipped two 2023 Chevrolet Tahoe's they intend to loan to the Norman Police Department for continued general-purpose police activities. The City will continue to provide regular service and repair to the loaned vehicles during the duration of possession. Ownership of the vehicles remains with the District Attorney's Office, District 21. This arrangement saves the City of Norman funds necessary for the purchase of two new vehicles.

The original two 2019 Chevrolet Tahoe's currently loaned to the City of Norman under K-1819-88 will remain in the possession of the Police Department for continued use when the two new 2023 units are unavailable for service or repair. This updated MOU provides for continued routine maintenance on these two vehicles as required. Internally, as part of this agreement, the City of Norman Fleet Department (Fleet) will agree to provide shop space and labor for the ongoing necessary routine general maintenance (oil, tires, fluids) of the vehicles. Costs for this work related to materials will be invoiced to the NPD for direct payment. Any significant or non-routine repairs and/or damage will be evaluated by Fleet but require mutual authorization from the NPD CID Commander and Fleet supervisors prior to any repairs being initiated. Fuel use for these two units will also be billed to NPD directly. Due to the low frequency of such work, no additional budget allocations are necessary.

RECOMMENDATION:

Staff recommends approval of Amendment No. 1 to Contract K-1819- 88 a Memorandum of Understanding with the District Attorney's Office, District 21 to allow the use of the additional two loaned vehicles by the Norman Police Department.

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING

BETWEEN CITY OF NORMAN, OKLAHOMA, AND DISTRICT ATTORNEY'S OFFICE, DISTRICT 21

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the City of Norman, Oklahoma ("City") and District Attorney's Office, District 21 ("the Parties").

- § 1. WHEREAS, on December 11, 2018, City Council approved K-1819-88 wherein the District Attorney's Office, District 21, loaned two (2) 2019 vehicles purchased with seizure funds to the City; and
- § 2. WHEREAS, the District Attorney's Office, District 21, has purchased and fully equipped two (2) additional 2023 vehicles with seizure funds; and
- § 3. WHEREAS, the Parties have determined that it is in the public interest and of mutual advantage to enter into an agreement that allows the Norman Police Department to use all four (4) vehicles purchased by District Attorney's Office, District 21;

NOW THEREFORE, in consideration of the promises contained in this MOU, the parties agree as follows:

- § 4. PURPOSE. The purpose of this Amendment No. 1 MOU is to define the roles and responsibilities of the Parties as it related to four (4) vehicles purchased by District Attorney's Office, District 21 ("the loaned vehicles"); to outline a basis for cooperation among the parties; and to establish fundamental understandings between parties.
- § 5. VEHICLES. The loaned vehicles are:

Vehicle No. 1

2019 Chevrolet Tahoe
VIN: 1GNLCDEC4KR144137

Vehicle No. 2

2019 Chevrolet Tahoe
VIN: 1GNLCDEC0KR141476

Vehicle No. 3

2023 Chevrolet Tahoe
VIN: 1GNSCLED9NR296577

Vehicle No. 4

2023 Chevrolet Tahoe
VIN: 1GNSKLED5PR405252

§ 6. RESPONSIBILITIES.

A. City – agrees to the following:

- i. To use the loaned vehicle for general police purposes within the City.

- ii. To regularly service, maintain and repair the loan vehicle during the term of this agreement and be responsible for all costs associated with the service, maintenance and repair of the loaned vehicles.

B. District Attorney's Office, District 21 – agrees to the following:

District Attorney's Office, District 21, agrees to lend without fee or financial reward to the City four (4) vehicles for use as marked or unmarked vehicles for general police purposes within the City.

- C. Equipment/Materials – Ownership of the loaned vehicles remains with District Attorney's Office, District 21. Ownership of any equipment purchased by the City for the purpose of making the vehicles suitable for general police purposes remains with the City. The District Attorney's Office, District 21 will fully equip the two (2) 2023 Chevrolet Tahoes.

§ 7. TERM OF MOU. This MOU will become effective on the date it has been approved by both parties and will remain in effect for one (1) year, unless terminated earlier in accordance with this MOU. Thereafter, it will renew for additional one (1) year terms, unless terminated earlier in accordance with this MOU.

§ 8. TERMINATION. This MOU may be terminated without cause by either party upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the person signing this MOU.

§ 9. GENERAL PROVISIONS

- A. Amendments – this MOU may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, signed and dated by both parties.

B. Indemnification

- i. City agrees to indemnify and hold District Attorney's Office, District 21, harmless from any claims arising out of any action taken by City with respect to implementation of this MOU to the extent that the City could be liable for such loss under the Oklahoma Governmental Tort Claims Act, 51 O. S. § 151, *et seq.*
- ii. District Attorney's Office, District 21, agrees to indemnify City and to hold City harmless for any claims arising out of any action taken by District Attorney's Office, District 21, with respect to implementation of this MOU to the extent that the City could be liable for such loss under the Oklahoma Governmental Tort Claims Act, 51 O. S. § 151, *et seq.*

Contract K-1819-88

- C. Entirety of Agreement – this MOU contains the entire agreement and understanding between the parties and supersedes all prior written or oral representations and agreements with respect to the subject matter herein.
- D. Applicable Law – this MOU shall be construed in accordance with and governed by the laws of the State of Oklahoma. The parties shall have all remedies available by law or in equity.
- E. Resolution of Disputes – the parties to this MOU agree to resolve any disputes between the parties concerning responsibilities under or performance of any terms of this MOU.
- F. Severability – if any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the MOU shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.
- G. Terms and Conditions – the parties to this MOU acknowledge that they have read and understood this MOU completely and will fully comply with all terms and conditions of this MOU set forth herein.

IN WITNESS WHEREOF, the parties of this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

[LEFT BLANK INTENTIONALLY]

Contract K-1819-88

IN WITNESS WHEREOF, the Parties have approved this Agreement and authorized signatures below as of the dates.

APPROVED by the Council of the City of Norman this ___ day of _____, 2023.

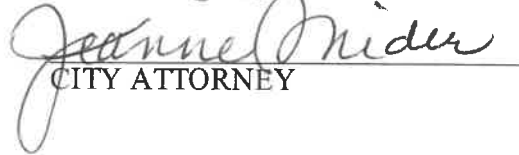
THE CITY OF NORMAN

MAYOR

ATTEST:

CITY CLERK

APPROVED as to form and legality this 4th day of October, 2023.


CITY ATTORNEY

APPROVED and recommended by the District Attorney, District 21, this ___ day of _____, 2023.

DISTRICT ATTORNEY

File Attachments for Item:

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2122-49: BY AND BETWEEN THE CITY OF NORMAN AND ADG BLATT INCREASING THE CONTRACT AMOUNT BY \$49,950 FOR A REVISED CONTRACT AMOUNT OF \$193,550 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE FLEET MAINTENANCE FACILITIES LOCATED ON NORTH BASE AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Brandon Brooks, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2122-49: BY AND BETWEEN THE CITY OF NORMAN AND ADG BLATT INCREASING THE CONTRACT AMOUNT BY \$49,950 FOR A REVISED CONTRACT AMOUNT OF \$193,550 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE FLEET MAINTENANCE FACILITIES LOCATED ON NORTH BASE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Public Works Fleet and Traffic Divisions and Utilities field operations are carried out from the North Base Site. Public Works Streets and Stormwater Divisions are operating at Lindsey Yard. This has presented a special set of challenges. Staff believes there is an opportunity to introduce efficiency into the day-to-day operations of Public Works and Utilities field activities by adopting a more thoughtful approach to facility utilization.

When the City acquired the North Base site, Public Works and Utilities inherited the buildings that occupied that space. Most of the existing facilities are more than 50 years old and are unsuitable for current needs as they were built in the early 1940's to accommodate United States Navy operations.

Currently, the Public Works Department has operations at two major locations: North Base and Lindsey Yard. North Base is a 26-acre site that houses Fleet Operations and Maintenance, Traffic Operations and Maintenance, Utilities Maintenance facilities, Sewer and Waterline Maintenance, Sanitation Operations and Maintenance, Norman Utilities Authority material storage facilities, and a fueling station. This location has been expanded to include the City's Transit Operations and Maintenance, Fire Department fleet storage and practice facility, and Parks Department equipment and maintenance facilities, as well as EV charging stations.

Lindsey Yard is a 6-acre site that currently acts as a base of operations for the City's Street Maintenance Division and Stormwater Maintenance Division. Lindsey Yard houses both Divisions' maintenance materials, heavy equipment storage, traffic control device storage, aggregate stockpile, construction materials, and brine tanks.

The Public Works Department prepared a Request for Proposals (RFP) to solicit the engineering services necessary to prepare a sound, actionable, and fiscally responsible master plan for the redevelopment of the North Base Site to establish a framework for the anticipated needs of the Public Works and Utilities departments for the next 30 years. The master plan focuses on the preservation and potential readapting of current facilities as well as the identification of and/or planning for new facilities.

On September 14, 2021, the City Council approved Contract K-2122-49, with ADG, PC, now ADG Blatt, in the amount of \$99,600 for the North Base Master Plan Project.

During the preparation of the master plan, Utilities Line Maintenance completed plans to relocate operations to the Hall Park location. This will result in a large portion of the existing Line Maintenance/Fleet facility on North Base to be unutilized in late 2023 or early 2024. The current Fleet Maintenance area is at capacity and is not the most efficient design. This necessitated that design could be conducted to plan how the current building may be modified to meet the needs of the Public Works/Fleet Maintenance Division resulting in Amendment 1 to Contract K-2122-49. On January 10, 2023, City Council approved Amendment No. 1 to Contract K-2122-49 with ADG Blatt in the amount of \$44,000 to complete schematic designs for the renovation of the Fleet Maintenance Building.

DISCUSSION:

Following completion of the schematic designs, staff met with ADG Blatt to discuss plans and costs for the renovation of the Fleet Maintenance facility. Due to the cost constraints of the full construction design and renovation of the building, staff determined a more cost-effective approach would be to complete both the designs and construction in 3 phases and 2 sub phases: Phases 1a, 1b, 2, and 3. This approach will allow the Fleet Maintenance division to maximize the efficient use of the space while minimizing the short-term cost. Attached is the scope and fee that staff negotiated with ADG Blatt for the work necessary to complete the first phase of the renovation. Additional design fees in the amount of \$49,950 are required for ADG Blatt to complete the plans for this added scope.

This additional scope includes construction design documents for Phase 1a and associated construction administration services. Effective use of City funds is critical given that the existing building has exceeded its useful life, but adequate funding for new facilities is not readily available.

Staff was able to fund Amendment 1 with professional consultant funds from FYE 2023, saving \$44,000 in the North Base Feasibility Study (Project BG0165). Staff is requesting the appropriation an additional \$5,950 from the Capital Fund Balance (Account 50-29000) to fully fund the proposed contract amendment.

RECOMMENDATION 1:

Staff recommends the appropriation of \$5,950 from the Capital Fund Balance (Account 50-29000) to the North Base Feasibility Study (Account 50593388-46201; Project BG0165).

RECOMMENDATION 2:

Staff further recommends approval of Amendment 2 to Contract K-2122-49, between the City of Norman and ADG Blatt.

AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment No. 1 to Contract No. K-2122-49 is between the City of Norman, Oklahoma, a municipal corporation, (hereinafter "OWNER") and ADG, PC, now ADG Blatt, (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, the parties entered into Contract No. K-2122-49 on September 14, 2021, pursuant to which CONSULTANT was to provide professional services, including: Certain design, analysis and engineering services in connection with the Master Plan for Public Works and Utilities facilities ("Project").

WHEREAS, Contract No. K-2122-49 was for a total amount of NINETY-NINE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$99,600.00).

WHEREAS, the parties Amended Contract No. K-2122-49 on January 10, 2023, pursuant to which CONSULTANT was to provide professional services, including: Existing conditions assessment and schematic design for the renovation of the Fleet Maintenance building ("Amendment 1").

WHEREAS, Amendment 1 to Contract K-2122-49 was for an amount of FORTY-FOUR THOUSAND AND 00/100 DOLLARS (\$44,000.00).

WHEREAS, OWNER requires various additional services from CONSULTANT, necessitating an amendment to Contract No. K-2122-49, which further supplements the scope, cost, and Project schedule of K-2122-49; and

NOW, THEREFORE, the parties desire to amend Contract K-2122-49 as follows:

- I. The Project shall be amended to add and supplement CONSULTANT'S provision of the professional services under the contract to also include those professional services described in the attached "Proposal for Architectural and Engineering Services for Fleet Maintenance Renovation Design Development through Construction Administration – Phase 1a" dated September 8, 2023 (attached hereto as **Attachment A** hereto, hereafter "Amendment 2 Services");
- II. The Amendment 2 Services shall be provided at a total additional cost of FORTY-NINE THOUSAND NINE HUNDRED FIFTY and 00/100 DOLLARS (\$49,950.00) as set forth **Attachment A**, for a new total contract amount of ONE HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$193,550.00);

Contract K-2122-49 shall only be amended as required to give full force and effect to these amendments. All other terms of Contract K-2122-49 shall remain in full force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement.

DATED this ____ day of _____, 2023.

**CITY OF NORMAN, OKLAHOMA
("OWNER")**

By: _____
Mayor Larry Heikkila

ATTEST:

By: _____
Brenda Hall, City Clerk

Approved as to form and legality this 4 day of October, 2023.

[Signature]
City Attorney

**ADG BLATT.
("CONSULTANT")**

By: [Signature]

Name: ANTHONY J. BLATT

Title: VICE PRESIDENT



ATTEST:

By: [Signature]

Title: Office Coordinator

08 September 2023

City of Norman, Department of Public Works
Attn: Brandon L. Brooks, EIT, CFM
Staff Engineer
201 West Gray, Building A
Norman, Oklahoma 73069

**Re: Proposal for Architectural and Engineering Services for Fleet Maintenance Renovation
Design Development through Construction Administration - Phase 1a**

Dear Mr. Brooks:

ADG Blatt is happy to present this proposal to complete the design of a renovation of the existing the Fleet Maintenance building on the Norman North Base Campus. ADG Blatt has already completed a Building Conditions Assessment and Schematic Design (SD) plans with associated cost estimate for the building. This proposal extends the scope to complete the design with Design Development, Construction Documents, Bidding, and Construction Administration phases for Phase 1a.

This proposal will list what ADG Blatt understands to be the scope of the project, then how we plan to deliver our services, and our proposed fees. As you review this proposal, please feel free to reach out with any questions. We want to develop a clear understanding of how we can best serve you and your team. If we have included something you don't need or left out something that you do, please let us know.

Project Understanding:

Based on site visits, prior design work, and conversations with you, we understand the scope of this project is to complete the design effort currently started under the past scope of work (letter dated 19 December 2022). That scope involves:

- Renovate approximately 30,000 square foot existing building that is currently the home for Fleet Maintenance. Renovations will include:
 - Expand into space that will be vacated by Line Maintenance
 - Reconfigure spaces to make the current building as efficient as possible for use over the next decade
 - Make necessary accessibility upgrades as required within the existing building and immediately adjacent to the building perimeter
 - Design the project to be renovated in four (4) distinct phases:

- Phase 1a – Refer attached sheet G3.1. ***This is the only phase included in this scope of work.***
 - Create a pass-through opening in the block wall that separates Fleet and Line Maintenance large enough to move staff and large tools from one location to the next.
 - Move three (3) existing 2-post lifts from the current maintenance shop to the new location.
 - Add in five (5) new electric overhead doors with windows with drive approach and bollards
 - Electrical and pneumatic air infrastructure to operate the lifts
 - 110V Electrical outlets spaced appropriately throughout the shop, one (1) 220v welder plug
 - New vehicle exhaust system
 - One (1) new hand wash station in the shop area
 - Shop supervisor office with pass-through door and a large window
 - Vinyl flooring throughout the administrative area
 - Shop insulation
 - Painting the administrative office areas.
- Phase 1b – Refer attached sheet G3.1. *This phase description is included for reference only. This phase is not part of the scope of work.*
 - Demolish and rework restrooms
 - Add code required insulation
 - Replace 2-hour wall penetrations with openings that maintain rating of wall
 - Potential addition of 550sf mezzanine to west bays
 - Any necessary ADA modifications to areas west of Gridline G
 - Add fire sprinkler to west bays
 - Add fire alarm system to areas west of Gridline G
- Phase 2 – Refer attached sheet G3.2. *This phase description is included for reference only. This phase is not part of the scope of work.*
 - Demolition of existing offices
 - Construction of new locker space
 - Demolition and rework to accommodate drive-thru high bay at south bay
 - Addition of Service Writer Office
 - Any necessary ADA modifications to modified areas
 - Extend new fire alarm system to include modified areas
- Phase 3 – Refer attached sheet G3.3. *This phase description is included for reference only. This phase is not part of the scope of work.*
 - Demolition of existing restroom group, tire repair area, existing service writer offices
 - Relocation of Tire Repair
 - Construction of new Parts room, Huddle space, and restrooms
 - Any necessary ADA modifications to modified areas
 - Add fire sprinkler to central bays
 - Extend new fire alarm system to include modified areas

Project Team:

The project team will consist of the following disciplines and companies:

- Architecture – ADG Blatt
- Interior Design – ADG Blatt
- Mechanical Engineering – ADG Blatt
- Electrical Engineering – DAE
- Fire Protection Engineering – Rated Engineering
- Civil Engineering (if needed) – CEC
- Structural Engineering – CEC
- Cost Estimating – White & Associates

Project Phases:

Design Development (DD):

- Onboarding all team members.
- Meet with you, pertinent stakeholders, and all disciplines to review and confirm space programming, floor plan concepts, and overall master plan already completed during SDs. Site Visit (cost of mileage included in Fee below) for all disciplines will likely occur following this meeting.
- **Deliverable:**
 - DD Plan Documents
 - Specifications Table of Contents
 - Cost Estimate
- Review meeting (virtual meeting) with owner for Design Development package approval
 - Sign off from City Staff to finalize floor plan. Floor plan changes after this point may incur additional design fees and/or schedule modifications.

Construction Documents (CD):

- **Deliverable:**
 - CD Plan Documents
 - Specifications

Bidding Phase Services (Bidding):

- Answer any necessary bidding questions

Construction Administration (CA):

- Submit for Building Permit
 - Cost of Building Permit will be a reimbursable expense
- Review submittals
 - Up to two (2) reviews per specification number are included. Additional reviews may incur a charge to the subcontractor making said re-submittal.
- Answer Contractor generated RFIs as necessary
- One (1) site visit (cost of mileage included in Fee below) per discipline
- One (1) additional site visit (cost of mileage included in Fee below) by Project Manager and/or Project Architectural Lead and/or Construction Administrator
- Close-out including Punch walk and Punch List by each discipline
- Attendance at Owner Training as required by specifications

Fees:

Civil Engineering is not anticipated to be needed on this project. However, it is possible that a new water line, new fire line, or other item is needed that falls within a Civil Engineer’s scope. ADG Blatt wants to anticipate that need so has included Civil Engineering as an Hourly Not To Exceed rate.

Based on the project understanding written above, we propose fees as follows:

Design Development	\$ 14,300
Construction Documents	\$ 19,000
Civil (Hourly Not to Exceed)	\$ 5,000
Bidding	\$ 1,000
Construction Administration	\$ 10,650
Total (Excluding Reimbursables)	\$ 49,950

Costs incurred outside of those already included in the fee (printing, etc.) will be passed through for reimbursement with a markup of 15% and are in addition to the fee above. Site visits and project meetings in addition to those listed above will incur reimbursable mileage. Mileage rates are based on the current IRS mileage reimbursement rate. Reimbursable expenses are not expected to exceed **\$500**.

ADG Blatt is happy to expand our scope of work to include additional services. Work that is not included in the scope above, additional submissions, and/or changes in scope will be negotiated on an individual basis or billed hourly. See attached for ADG Blatt’s 2023 Rate Sheet. Any outstanding Job Descriptions not explicitly included on the Rate Sheet will be billed as most similar Job Description listed.

Schedule:

Since the project schedule is dependent on City Council approval of contracts, it will be negotiated at a later date. We understand that there is the desire to have Construction Documents out to bid by 01 November 2023.

If the terms of this proposal are acceptable, let us know. Upon your acceptance of our proposal, we will prepare a contract for your signature. Thank you again for allowing us to submit a proposal for renovating the Fleet Maintenance Facility. We appreciate the past work we have done with you and are really looking forward to continuing this relationship.

Sincerely,
ADG Blatt



Tony Blatt, NCARB, RID, AIA
Partner

File Attachments for Item:

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-84: A RECIPROCAL EASEMENT AGREEMENT BETWEEN THE CITY OF NORMAN, NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HEALTH SYSTEM, AND NEP NORMAN, LP, ESTABLISHING RECIPROCAL BLANKET EASEMENTS, PROMULGATING RULES AND DESIGN STANDARDS FOR CONSTRUCTION, AND GENERALLY SETTING STANDARDS FOR OPERATION AND USE OF COMMON, ADJACENT AND/OR JOINED ACCESSES AND AREAS WITHIN THE PORTER HEALTH CAMPUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Jason Olsen, Director of Parks & Recreation

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-84: A RECIPROCAL EASEMENT AGREEMENT BETWEEN THE CITY OF NORMAN, NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HEALTH SYSTEM, AND NEP NORMAN, LP, ESTABLISHING RECIPROCAL BLANKET EASEMENTS, PROMULGATING RULES AND DESIGN STANDARDS FOR CONSTRUCTION, AND GENERALLY SETTING STANDARDS FOR OPERATION AND USE OF COMMON, ADJACENT AND/OR JOINED ACCESSES AND AREAS WITHIN THE PORTER HEALTH CAMPUS.

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a one-half percent (½%) sales tax increase over 15 years. The NORMAN FORWARD Initiative included authorization for a project to construct a new Senior Citizen's Recreation Center. After ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE).

The AWE will be located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Wellness Village, off North Findlay Avenue. The new AWE will include an indoor, heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track and training space; a fitness-classroom area; lounge and game rooms; both wet and dry craft areas; a small prep and demonstration kitchen; and multipurpose rooms that can be used for eating, events, classes, theatrical plays, games, and much more.

The AWE was authorized in the NORMAN FORWARD initiative in 2015 but was unfunded at that time. The AWE was later funded through two Council actions: re-allocation of Norman Forward funds through securing the Griffin Park land with a long-term land lease instead of a land purchase (\$7.4 million); an allocation of \$4.8 million from federal Coronavirus Aid, Relief & Economic Security (CARES) Act reimbursements (Resolution R-2021-63); and a land exchange with the Norman Regional Hospital System where the City received \$426,000 in cash and what was then appraised for \$1.2 million in property (718 N. Porter) for a total of a \$14 million budget for construction and design. On December 13, 2022, the Council appropriated \$1.2 million in General Fund balance to up-front the anticipated revenue from the sale of the 718 N. Porter

property. The sale proceeds have not been reimbursed to the General Fund; effectively the General Fund has contributed \$1.2 million to the AWE project.

Oklahoma City architectural and engineering (A/E) firm Frankfurt, Short, Bruza (FSB) was selected as the A/E consultant for this project in March 2018. FSB has completed the project's schematic design and construction documents and is assisting with construction administration through the project's completion. The AWE project is scheduled to open in late Fall of this year; final furniture, fixture, and equipment purchases are being made.

The property on which the AWE project is located is within "Porter Campus" for Norman Regional Hospital Authority/Norman Regional Health System ("NRHS"). The Porter Campus was previously rezoned and platted through a joint effort of NRHS and the City, as sole fee title owners of the property lying therein. The Porter Campus was platted pursuant to PP-2122-9 and rezoning was approved as a Planned Unit Development pursuant to Ordinance O-2122-29, both of which were approved by the Norman City Council on January 25, 2022.

NRHS is the majority property owner within the Porter Campus. NRHS's intentions for the property on the Porter Campus include its own utilization and occupation of structures there, as well as sale and/or lease of its property. NRHS desires to ensure that the Campus is developed and operated in a manner that is consistent with its mandate to serve the public interest and provide for the health and wellness needs of regional communities throughout south central Oklahoma, which includes, without limitation, providing quality and compassionate health care services and education to the regional community in a responsive, efficient and safe manner, and to otherwise provide goods and services which improve the quality of life in the regional community. This "NRHS Mission" is set forth within the Reciprocal Easement Agreement considered herein, Contract K-2324-84.

In furtherance of the NRHS Mission, NRHS has previously entered into a certain Ground Lease Agreement dated December 15, 2022 for a long term lease (including extensions, the NEP Ground lease lasts as many as 90 years) of one parcel of the Porter Campus to NEP Norman, LP ("NEP Ground Lease"). The NEP Ground Lease provides for NEP's construction of an Inpatient Behavioral Health Hospital on a parcel ("NEP Parcel") directly adjacent, and to the east of, the parcel owned by the City of Norman within the Porter Campus ("City Parcel") and upon which the AWE Project has been constructed. The NEP Ground Lease provides that NEP shall serve as landlord to the ultimate "Space Tenant," Behavioral Health Porter Village, LLC (a joint venture between Oceans Acquisition Inc. and NRHS) that will occupy and operate the behavioral health facility.

DISCUSSION:

The REA is entered into between the City, NEP (as a Ground Lessee of the NEP Ground Lease) and NRHS (as primary fee owner and "Founder" of the Porter Campus). The REA, in general, provides terms for the common use of paths, easements, drives and sidewalks, for the maintenance and upkeep of common infrastructure and spaces, and sets the ground rules for construction, maintenance and occupation of the Porter Health Campus, subject to the NRHS's authority as "Founder."

More specifically, "Drive Lanes" and "Walkways" are identified and defined within the REA, as well as phased modifications to configurations accounting for the newly platted rights-of-way and

infrastructure, all as demonstrated in part by exhibits D, E, F, G-1 and G-2 of the REA. The Drive Lanes and Walkways are dedicated as blanket easements to be used for vehicular and pedestrian ingress, egress and access (as applicable) within the Porter Campus, and to, from and between the buildings of the Campus and the public rights-of way, for the benefit of the Campus and Benefitted parties. "Benefitted Parties" are defined as the fee owners of property within the Campus (as well as their heirs, successors, assigns, grantees, mortgagees, ground lessees, tenants or subtenants thereof, and the officers, directors, concessionaires, agents, employees, customers, visitors, and other licensees or invitees"). Currently, the only fee owners are the City and NRHS, and the only identified Ground Lessee is NEP. The REA provides terms relating to each property owners modification to the easements, including maintenance responsibilities for each fee owner, in order to ensure minimal disruption to other Campus parcels. The defined "Drive Lanes" include the Fire Circulation Drive addressed by that separate Compensate Agreement currently before City Council for consideration as a companion item, Contract K-2324-68. The Fire Circulation Drive is also demonstrated on Exhibit J to the REA.

The REA provides blanket easements for Utility Facilities and Storm Water Drainage, with similar access and modification language. Additionally, these blanket easements provide parameters for adjacent property owner tie-ins meant to further minimize disruption to other Campus parcels. These easements are identified and defined within the REA and partially demonstrated on Exhibits H, I-1, and I-2 to the REA. Notably, the REA address a "Stormwater Vault" located on Porter Campus, and provides parameters for the access rights as well as maintenance responsibilities for the Vault. However, the REA notes that the City Parcel does not utilize the Vault, as a result, the substance of these provisions do not affect the City. Similarly, the REA provides for Construction and Maintenance Easements "as reasonable and necessary for the construction and maintenance of structures and related activities on the Parcels and within the Campus."

The REA provides locations for and sets standards for the installation of new, or refurbishment of existing, wayfinding signage. NRHS, as founder, is responsible for upkeep and maintenance and all installations must meet applicable regulations, including but not limited to the applicable PUD.

Further, the REA provides for the maintenance of "shared improvements" within the Campus. Again, the Storm Water Vault is referenced, but made expressly inapplicable to the City Parcel. The only "shared improvement" that the City may be called upon, as a property owner within the Porter Campus, to contribute to the operations, maintenance, repair, replacement and reconstruction of elements located within the privately-maintained portions of the "Wellness Way" ROW demonstrated on PP-2122-9, which includes the cleaning and sweeping, lighting, as well as maintaining and replacing landscaping. However, per the REA, any such cost must be offset by any amounts incurred or invested already provided by the City in such areas, in the case that the City directly provides any such services.

Finally, the REA establishes general "Campus Rules," the purpose of which is anticipate unacceptable behaviors and set conditions for operations within the campus. These Rules exempt the City, to the extent its role as a public actor would prevent it from enforcing or imposing certain rules implicating constitutional rights. These rules have been reviewed by City Parks Staff to ensure compatibility with the planned operation of the AWE Project, and are otherwise drafted in a manner consistent with applicable regulations and, namely, the City of Norman

municipal code. The REA provides that NRHS, as Founder, may pass further rules, but exempts the City from application of any such future or additional rules.

Importantly, there are several aspects of the REA that were not compatible with the City's public ownership of the City Parcel or operation of the AWE Project, and thus the REA has been revised to exempt the City Parcel (while it is publicly-owned) from the following provisions:

- Certain use restrictions set forth in Section 10;
- Any rules, excepting those already set forth in Exhibit M, created by the Founder pursuant to Section 11(a);
- Design Guidelines (other than those set forth in Exhibit M) or Sign Guidelines set forth in Section 12;
- Liability Insurance as set forth in Section 14(a) (the City may provide evidence of self-insurance);
- Property Insurance as set forth in Section 14(b) (instead, the City may insure the AWE Project in the same manner it insures all other City buildings);
- Limitations on liability per Section 16(o);
- Waivers of damages, remedies and warranties per Section 16(p);

The REA is designed to operate as a covenant running with land. Therefore, it may only be formally amended, and must be filed of record in order that it attach to the real property within the Porter Campus, including the City Parcel.

The approval of the REA requires the City's concurrent acceptance of Easement E-2324-26, a drainage and utility easement from NRHS to the City of Norman ("NRHS Easement"). In turn, the approval of the Compensation Agreement, K-2324-68, is contingent upon the concurrent approval the REA, K-2324-84. The Compensation Agreement, the REA, and the NRHS Easement are thus presented together as companion items for the City Council's consideration.

RECOMMENDATION:

City Staff recommends approval of K-2324-84 and its companion items, K-2324-68 and E-2324-26, for the ultimate filing of record as a covenant running with the land as to the City Parcel in the NRHS Porter Campus.

THIS INSTRUMENT WAS PREPARED BY AND
THE RECORDED ORIGINAL SHOULD BE
RETURNED TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**RECIPROCAL EASEMENT AGREEMENT
(Porter Avenue Campus)**

This RECIPROCAL EASEMENT AGREEMENT (“**Agreement**”) is made as of October ____, 2023 by Norman Regional Hospital Authority, an Oklahoma public trust d/b/a Norman Regional Health System (“**NRHS**”) and the City of Norman, Oklahoma, an Oklahoma municipal corporation (the “**City**”). As used herein, the term “**Owner**” or “**Owners**” shall refer to any or all of the fee owners of the Campus or any portion thereof and their successors and assigns, and their delegees subject to Section 13(b) hereof. NEP Norman, LP, a Texas limited partnership (“**NEP Ground Lessee**”) is also a party to this agreement to the extent of, and based upon, its interest in that certain Ground Lease Agreement dated December 15, 2022 between NRHS, as ground lessor, and NEP Ground Lessee, as ground lessee (“**NEP Ground Lease**”).

RECITALS

- A. NRHS is the fee owner of certain real property situated in the City of Norman, County of Cleveland, State of Oklahoma, more particularly described in **Exhibit “A”** attached hereto, which is commonly known as the Porter Avenue Campus (the “**NRHS Parcels**”).
- B. The City is the fee owner of certain real property situated in the City of Norman, County of Cleveland, State of Oklahoma, more particularly described in **Exhibit “B”** attached hereto (the “**City Parcel**”, and, collectively with the NRHS Parcels, the “**Campus**”).
- C. NEP Ground Lessee is leasing from NRHS that portion of the NRHS Parcels which is more particularly described in **Exhibit “C”** attached hereto (the “**NEP Ground Lease Parcel**”).

D. NRHS and the City desire to create certain easements for the purpose of providing for vehicular and pedestrian ingress and egress, parking, utilities and storm water drainage facilities, and other easements and rights for the mutual benefit of the Owners.

E. NRHS desires to ensure that the Campus is developed and operated in a manner that is consistent with NRHS’s mandate to serve the public interest and provide for the health and wellness needs of regional communities throughout south central Oklahoma, which includes, without limitation, providing quality and compassionate health care services and education to the regional community in a responsive, efficient and safe manner, and to otherwise provide goods and services which improve the quality of life in the regional community (the “**Mission**”), by retaining certain rights and authority over the Campus as a whole (in such capacity, personally and not including any successor Owner of any of the NRHS Parcels but including any successor Founder as provided in Section 11(b), the “**Founder**”), subject to the City’s desire to ensure that the City Parcel is developed, maintained and operated as a part of the overall Campus in a manner consistent with its public and municipal purposes.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Creation of Easements

NRHS and the City, as the Owners of all of the land comprising the Campus as of the Effective Date, create the following easements in favor of the Owners and their respective heirs, successors, assigns, grantees, mortgagees, ground lessees, tenants or subtenants thereof, and the officers, directors, concessionaires, agents, employees, customers, visitors, and other licensees and invitees of any of them (collectively, the “**Benefited Parties**” and as appurtenant easements in favor of the parcels owned in fee by each Owner (each, together with any improvements thereon, a “**Parcel**”). The acceptance of a deed, the exercise of any indicia of ownership, the entering into of a lease, the acceptance of a mortgage or deed of trust, or the entering into occupancy of a Parcel constitutes privity of estate and an agreement that the provisions of this Agreement are accepted and ratified by such Benefited Party. All the provisions of this Agreement are covenants running with the land and shall bind any person or entity having at any time an interest or estate in any such Parcel, and upon the respective successors and assigns of each party hereto.

2. Grant of Easements for Drive Lanes and Walkways

a. Excepting dedicated public rights-of-way, NRHS and the City declare perpetual, non-exclusive, right of way easements (the “**Drive Lane Easements**”) on, over and across those portions of the Campus which are reasonably located for, identifiable as, accessible to, and used for vehicular access, including any private access roads and access points to adjacent public rights-of-way from any Parcel that may be constructed, modified, or relocated within the Campus and between Parcels within the Campus (the “**Drive Lanes**”). Certain Drive Lanes, including without limitation the Fire Circulation Drive shown on said **Exhibit “D”**, included within this description and relating to the NEP Ground Lease Parcel and the City Parcel are more particularly depicted on a map attached as **Exhibit “D”** attached and incorporated herein by this reference. The Drive Lane Easements shall be used for the purpose of providing vehicular (and as applicable, pedestrian) ingress, egress and access (including construction access) within the Campus, and to, from and between the buildings located within the Campus and the public right of ways,

for the benefit of the Benefited Parties and the Campus. The Drive Lanes on a Parcel may, except as otherwise provided herein, be relocated, enlarged or modified at any time and from time to time by and at the expense of the Owner of the Parcel, provided, that such relocation, enlargement or modification shall be undertaken in a manner and at times so as to cause as little interruption as possible with the use by any affected Parcel of such, and shall be done in compliance with all applicable laws and ordinances, shall not diminish the quality, capacity or functionality of, the vehicular ingress, egress, and access provided to any Parcel, and shall not unreasonably interfere with the flow of traffic or business operations at any Parcel during the period of such relocation or modification. Notwithstanding anything to the contrary contained herein, in no event may any use of or changes to the development of the Drive Lanes, including those depicted on **Exhibit "D"** attached hereto, materially and adversely affect the use and operation of the NEP Ground Lease Parcel or the City Parcel, or access, visibility, or parking thereupon. No Owner shall remove, modify, or relocate any Drive Lanes on its Parcel in a manner that impairs, eliminates or reduces another Owner's use of the Drive Lanes on such other Owner's own Parcel (other than temporary impairments or reductions during construction consistent with the previous sentence), without having first obtained the prior written consent of the Founder and the Owner(s) of the Parcel(s) affected by such removal, modification, or relocation of Drive Lanes.

Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge that the offsite access inuring to the benefit of the NEP Ground Lease Parcel and the City Parcel will be as shown in the attached **Exhibit "E"** (the "**Phase I Access Exhibit**"), and the Drive Lanes depicted in such exhibit shall be permanent access drives which may not be changed or altered except as set forth in **Exhibit "F"** herein. Subject to the provisions of the Norman Regional Health System Porter Campus Planned Unit Development documents approved by the Council of the City of Norman, Oklahoma pursuant to Ordinance O-2122-29 (such documents, as modified or amended from time to time, the "**PUD**"), and otherwise in compliance with applicable law, ordinances and regulations, NRHS shall, at NRHS' sole cost and expense, reconfigure the portion of such offsite access that is located upon the NRHS Parcels so as to be consistent with that shown on the attached **Exhibit "F"** (the "**Phase II Access Exhibit**") (including the abandonment of the access area designed on such exhibit as "Abandoned Easement"), in which event the Drive Lanes depicted in such exhibit shall be permanent access drives which may not be changed or altered. At such time as NRHS proceeds to reconfigure the off-site access, NRHS shall deliver not less than thirty (30) days prior written notice to NEP Ground Lessee, together with a proposed construction timeline and NRHS proposed alternative access during such construction. Subject to the PUD and applicable law, ordinances and regulations, such construction shall be performed in a good and workman like manner pursuant to specifications equivalent to or superior to that of the Drive Lanes depicted on the Phase I Access Exhibit and shall use commercially reasonable measures to minimize any interference with the use and operation of the NEP Ground Lease Parcel, as well as access, parking and visibility thereto.

b. NRHS and City declare perpetual, non-exclusive, access easements on, over and across those exterior portions of the Campus which are reasonably located for, identifiable as, accessible to, and used as sidewalks, pedestrian walkways and pedestrian corridors (the "**Walkway Easements**") connecting the buildings within the Campus (the "**Walkways**"). Certain Walkways included within this description are more particularly depicted on a maps attached as **Exhibits "G-1"** and "**G-2"** attached and incorporated herein by this reference. The Walkway Easements shall be used for the purpose of providing pedestrian ingress, egress and access to and from the various portions of the Campus for the benefit of the Benefited Parties and the Campus. The Walkways on a Parcel may be relocated, enlarged or modified at any time and from time to time by and at the expense of the Owner of the Parcel, provided, that such relocation, enlargement or modification shall be undertaken in a manner and at times so as to cause as little interruption as possible with the use by any affected Parcel of such, and shall be done in compliance with

all applicable laws, regulations and ordinances, shall not diminish the quality, capacity or functionality of, the pedestrian ingress, egress, and access provided to any Parcel, and shall not unreasonably interfere with the flow of traffic or business operations at any Parcel during the period of such relocation or modification. No Owner shall remove, modify, or relocate any Walkways on its Parcel in a manner that impairs, eliminates or reduces another Owner's use of the Walkways on such other Owner's own Parcel (other than temporary impairments or reductions during construction consistent with the previous sentence), without having first obtained the prior written consent of the Founder and the Owner(s) of the Parcel(s) affected by such removal, modification, or relocation of Walkways. During the term of this REA, the Walkways shall automatically be deemed to include any and all Walkways that may be constructed, modified, or relocated within the Campus. In the event that NRHS shall elect to reconfigure such offsite access so as to be consistent with that shown on the attached Phase II Access Exhibit, then the Walkway Easements as shown on **Exhibit "G-1"** shall be modified and/or relocated as shown on **Exhibit "G-2"** attached hereto and made a part hereof.

3. Grant of Easements for Utility Facilities and Stormwater Drainage Facilities

a. NRHS and the City declare perpetual, non-exclusive easements (the "**Utility Easements**") to tie into and to use, maintain, repair, replace and/or reconstruct (for the benefit of the Benefitted Parties and the Campus) existing and/or future exterior and underground utility lines and facilities as reasonable and necessary for the construction and operation of structures and related activities on the Parcels within the Campus ("**Utility Facilities**"), such as, without limitation, water, gas, electric, telephone and sanitary sewer lines. Following repair, replacement or reconstruction work performed on the Utility Facilities, all property shall be returned to the same or better condition than prior to the work. Certain Utility Facilities included within this description are more particularly depicted on **Exhibit "H"** attached and incorporated herein by this reference. The Utility Easements shall be used for the benefit of the Benefitted Parties and the Campus. The Utility Facilities may be relocated, enlarged or modified by or with the written permission of the Owner of Parcel upon which Utility Facilities are located (such approval to not be unreasonably withheld, conditioned or delayed) at any time and from time to time by and at the expense of the Owner wishing to relocate such utility lines and facilities, provided, that such relocation, enlargement or modification shall be undertaken in a manner and at times so as to cause as little interruption as possible with the use by any affected Parcel of such Utility Facilities, and shall be done in compliance with all applicable laws, regulations and ordinances, shall not unduly increase the cost of, or diminish the quality, capacity or functionality of, such Utility Facilities provided to any Parcel, shall not unreasonably interfere with the flow of traffic or business operations at any Parcel during the period of such relocation, and shall not unreasonably and adversely impact any building structure.

b. NRHS and the City declare perpetual, non-exclusive easements ("**Storm Water Drainage Easements**") for storm water drainage on, over, across and through the Campus, and for perpetual, non-exclusive easements to construct, install and tie into and to use, maintain, repair, replace and/or reconstruct existing and/or future storm drainage, detention and discharge facilities as reasonable and necessary for the construction and operation of structures and related activities on the Parcels within the Campus ("**Storm Water Drainage Facilities**"). Certain Storm Water Drainage Facilities included within this description are more particularly depicted on **Exhibit "I-1"** attached and incorporated herein by this reference. The Storm Water Drainage Facilities shall be used for the benefit of the Benefitted Parties and the Campus, and as further set forth in 8(d)(v) herein. The Storm Water Drainage Facilities include the existing underground stormwater detention area depicted on **Exhibit "I-2"** attached and incorporated herein by this reference (as may be modified, replaced, reconfigured, or relocated, the "**Storm Water Vault**").

c. The Drive Lanes, Walkways, Utility Facilities, and Storm Water Drainage Facilities shall be referred to as the “**Easement Facilities**,” and easements granted for these Easement Facilities, as defined above, shall be referred to as the “**Campus-Wide Easements**.” The term “**Easement Facilities**” does not include Campus Wayfinding Signs (as defined in Section 5 hereof), and the term “**Campus-Wide Easements**” does not include the Wayfinding Signage Easement (as defined in Section 5 hereof).

4. Grant of Construction and Maintenance Easements

NRHS and the City declare reciprocal, non-exclusive appurtenant easements over and between adjacent Parcels during construction or maintenance of improvements or Easement Facilities as reasonable and necessary for the construction and maintenance of structures and related activities on the Parcels within the Campus (the “**Construction and Maintenance Easements**”). The area of the Construction and Maintenance Easements shall encompass only so much of the burdened Parcel as necessary for the use of the Construction and Maintenance Easements by the benefitted Owner, and in no event shall the Construction and Maintenance Easements block or impair the use of any other Campus-Wide Easements by any Benefitted Party. The permitted use of the Construction and Maintenance Easements shall be limited to temporary encroachments of persons and equipment and the use of air space and the right to swing a crane and its load through the air space above the burdened Parcel, but only for so long and only to the extent necessary to complete the construction or maintenance on the benefitted Parcel. The exercise of the Construction and Maintenance Easements shall not extend to permitting entry into the structures located on any Parcel or the right to stage or store materials or equipment on the burdened Parcel, except with the express permission of the Owner of the burdened Parcel. Except in cases of emergency maintenance or repair, prior to using the Construction and Maintenance Easements the Owner of the benefitted Parcel shall provide reasonable written notice to the Founder and the Owner(s) of the burdened Parcel(s) setting forth the anticipated extent and duration of the use of the Construction and Maintenance Easements. The owner of the benefitted Parcel shall cause all parties performing work within the Construction and Maintenance Easements to obtain the liability insurance required by Section 14 with coverage applicable to any activities occurring on the burdened Parcel, and shall cause the Founder and all burdened Owners to be named as additional insured thereunder.

5. Campus Wayfinding Signage

a. Grant of Wayfinding Signage Easement to Founder; Scope of Easement.

NRHS, as Founder and as Owner of the NRHS Parcels, reserves and declares to the Founder an easement (the “**Wayfinding Signage Easement**”) for the construction, installation, maintenance, use, and replacement of multi-panel wayfinding signs for the benefit of the Campus (each generically a “**Campus Wayfinding Sign**” and collectively, the “**Campus Wayfinding Signs**”). The grant and use of the Wayfinding Signage Easement and the allocation of panels on the Campus Wayfinding Signs shall be as provided in this Section 5, and in compliance with applicable governmental regulations, including, without limitation, the PUD. The Wayfinding Signage Easement granted to Founder in this Section 5(a) shall include (i) a permanent and exclusive easement as to the area of the base of each Campus Wayfinding Sign and any electrical meter or other electrical equipment exclusively serving such Campus Wayfinding Signs, all as may be constructed from time to time, (ii) a permanent, non-exclusive easement for electric utility lines or other utility lines or connections serving the Campus Wayfinding Sign, and (iii) a temporary, non-exclusive easement over such portions of the Parcel(s) encumbered by the Wayfinding Signage Easement as may be reasonably necessary from time to time for Founder to construct, install,

maintain, use, repair, and replace the Campus Wayfinding Signs and otherwise exercise its rights and perform its obligations with respect to the Campus Wayfinding Signs. Subject to the provisions of Sections 5(d)(iii) and 5(e)(i), if the Founder adds, removes, reconstructs, or relocates Campus Wayfinding Sign(s) as permitted by this Section 5, the Wayfinding Signage Easement location described in the previous sentence shall automatically be deemed modified to encompass all Campus Wayfinding Signs present on the Campus from time to time.

b. Construction of Initial Campus Wayfinding Signs; Costs and Obligations.

Founder shall construct the initial Campus Wayfinding Signs (including electrical utility connections serving same) at the locations indicated on **Exhibit “K-1”** attached hereto and made a part hereof. The approximate design and dimensions of the initial Campus Wayfinding Signs shall be generally as set forth on **Exhibit “K-2”** attached hereto and made a part hereof, subject to the final approval of the Founder and in compliance with applicable governmental regulations, including, without limitation, the PUD. Numbered references to Campus Wayfinding Sign(s) in this Section 5 shall correspond to the numbered locations indicated on **Exhibit “K-1”** and the numbered sign designs indicated on **Exhibit “K-2”**. Except as otherwise provided in this Section 5, Founder shall bear all costs and perform (or cause to be performed) all responsibilities associated with the Campus Wayfinding Signs, including without limitation initial construction of sign bases and all initial sign panels, the cost of electrical utilities serving the Campus Wayfinding Signs, maintenance and repair of the Campus Wayfinding Signs, insurance covering the Campus Wayfinding Signs (to the extent not covered by the insurance required to be carried by the Owner(s) of the Parcel(s) on which the Campus Wayfinding Sign(s) are located), removal or relocation of Campus Wayfinding Signs, and all governmental approvals or permits required in connection with the foregoing.

c. Allocation of Panels on Campus Wayfinding Signs; NEP Sign Panels.

Except as provided in this Section 5(c) (or as Founder and any Owner or ground lessee of a Parcel in the Campus may agree in a separate written agreement with respect to sign panels related to the business conducted on such Parcel), Founder shall in its sole discretion determine from time to time the content and configuration of the sign panels on each Campus Wayfinding Sign, which panels may include, without limitation, general directional signs, signs related to the business conducted by NRHS and/or Founder at the Campus, or signs related to the business conducted on any Parcel within the Campus (whether or not pursuant to separate agreements between Founder and the Owner or ground lessee of such Parcel). Notwithstanding the foregoing, at such times that a business is being operated on the NEP Ground Lease Parcel during the term of the NEP Ground Lease and in accordance with the NEP Ground Lease and this Agreement, Founder agrees to cause sign panels identifying the business conducted on the NEP Ground Lease Parcel (“**NEP Sign Panels**”) to be displayed on Campus Wayfinding Signs #1 and #2. The NEP Sign Panels shall encompass approximately the same fraction of the total area of the Campus Wayfinding Sign, and have substantially the same prominence and position, as shown on **Exhibit “K-2”**. The design of the initial NEP Sign Panels shall be subject to approval by NEP Ground Lessee, subject to all applicable governmental regulations, including, without limitation, the PUD, and applicable provisions of this Agreement. NEP Ground Lessee may from time to time request that the NEP Sign Panels be updated and, subject to all applicable governmental regulations, including, without limitation, the PUD, and applicable provisions of this Agreement and subject to the Founder’s approval of the updated design of the NEP Sign Panels (not to be unreasonably withheld, delayed, or conditioned), Founder shall cause the NEP Sign Panels to be updated at the reasonable expense of NEP Ground Lessee.

d. Casualty, Condemnation, Relocation, or Replacement of Campus Wayfinding

Signs.

Subject to the provisions of Section 5(e) and all applicable governmental regulations:

i. If a Campus Wayfinding Sign is damaged or destroyed by property casualty, then Founder may elect, but shall not be required, to restore such Campus Wayfinding Sign in the same location, or to construct a replacement Campus Wayfinding Sign in a location reasonably proximate and comparable to the location of the damaged or destroyed Campus Wayfinding Sign. The Owner of the Parcel on which the damaged or destroyed Campus Wayfinding Sign was located, if different from Founder, shall make insurance proceeds available to Founder for restoration or replacement of such Campus Wayfinding Sign.

ii. If the portion of a Parcel on which a Campus Wayfinding Sign is located is taken in condemnation proceedings or is conveyed to a governmental entity by the Owner thereof in lieu of condemnation proceedings, Founder may elect, but shall not be required, to construct a replacement Campus Wayfinding Sign in a location reasonably proximate and comparable to the location of the taken Campus Wayfinding Sign, and the portion of the condemnation proceeds award attributed to the taken Campus Wayfinding Sign shall be made available to Founder for construction of such replacement.

iii. Founder may, from time to time in Founder's sole discretion and at Founder's expense, elect to relocate, remove, replace, or modify any Campus Wayfinding Signs located on Campus from time to time. The style and design of any new, replacement, or modified Campus Wayfinding Sign shall be in the sole discretion of Founder. Construction of a new or relocated Campus Wayfinding Sign shall require Founder to obtain the consent (not to be unreasonably withheld, delayed, or conditioned) of the Owner of the Parcel on which such Campus Wayfinding Sign will be constructed; provided, however, that the consent of such Owner is not required for a replacement Campus Wayfinding Sign pursuant to Section 5(d)(i) or 5(d)(ii). Notwithstanding anything to the contrary contained herein, during such time that the Founder is required to display NEP Sign Panels on Campus Wayfinding Signs #1 and #2, Founder may not relocate, remove, replace or modify such Signs #1 and #2 without the consent of NEP Ground Lessee (such consent to not be unreasonably withheld, conditioned or delayed).

e. Rights of NEP Ground Lessee and Owner of City Parcel.

i. NEP Ground Lessee. Notwithstanding anything to the contrary contained herein, during such time that the Founder is required to display NEP Sign Panels on Campus Wayfinding Signs #1 and #2, if either such Campus Wayfinding Sign is damaged or destroyed or taken in condemnation (or granted in lieu thereof), then Founder's right in Sections 5(d)(i) and 5(d)(ii) to elect in its discretion whether to restore or replace such Campus Wayfinding Sign shall be deemed to require Founder to so restore or replace, but only to the extent (x) insurance or condemnation proceeds are available for such restoration or replacement, unless NEP Ground Lessee elects, in its sole discretion, to pay for same, (y) such restoration or replacement is not commercially unreasonable in the circumstances then existing, and (z) such restoration or replacement is permitted under applicable governmental regulations.

ii. City Parcel. With respect to the City Parcel while the City Parcel is under public ownership, notwithstanding anything in this Section 5 to the contrary, no Campus Wayfinding Sign shall be constructed, replaced, or relocated upon the City Parcel without the consent of the Owner of the City Parcel in its sole and absolute discretion.

6. Non-Interference

All work associated with the exercise of any Campus-Wide Easement or the Wayfinding Signage Easement described in Section 2 through Section 5 of this Agreement shall be performed using commercially reasonable efforts to minimize interference with the use and enjoyment of the Parcel(s) burdened by such easement. Without limiting the foregoing, the Benefitted Parties exercising the easement agrees that it shall use commercially reasonable efforts (i.e., what a similar or same person or entity would do under the same or similar circumstances recognizing the import of financial limitations) not to block the Drive Lanes or Walkways or interfere with Utility Facilities or Storm Water Drainage Facilities. Promptly after completion of the work, the Benefitted Party exercising the easement shall, at its own expense, restore the repair and restore the burdened Parcel and the Drive Lanes and other Easement Facilities to the condition existing prior to construction, except as otherwise agreed by the affected Owner. The exercise of the Campus-Wide easements shall not extend to permitting entry into the structures on any Parcel, nor shall it unreasonably interfere with the use of any Parcel or any Benefitted Party’s use and enjoyment of any other Campus-Wide Easement and, except in an emergency, entry onto any Parcel shall be made only as necessary and after reasonable notice to the Owner or occupant.

7. No Dedication

Excepting any uses for the benefit of or available to the public on the City Parcel while it remains subject to public ownership, nothing contained herein shall be deemed to be a gift or dedication of the Campus-wide Easements to the general public or for any public purpose whatsoever it being the intention of the parties hereto that the Campus-wide Easements granted herein shall be strictly limited to and for the purposes herein expressed.

8. Operation, Maintenance and Reimbursement

a. Maintenance Party.

The operations, maintenance, repair, replacement and reconstruction of the Easement Facilities located on each Parcel shall be performed by the Owner of that Parcel. Each party responsible for maintenance obligations with respect to a portion of the Easement Facilities as set forth in this Section 8(a) shall be referred to as the “**Maintenance Party**” for such Easement Facilities. The Founder is the Maintenance Party for the Wayfinding Signage Easement and Campus Wayfinding Sign(s).

b. Operation and Maintenance

The Maintenance Party shall maintain in good repair and condition and shall maintain and repair, as reasonable and necessary under the circumstances, any damage to all or any portion of the Easement Facilities located on its Parcel. The frequency of maintenance, repair, replacement and reconstruction shall be determined by the Maintenance Party, so long as the Easement Facilities are maintained in first class good condition and repair up to a standard equivalent to other similar health care campus properties, reasonable wear and tear excepted, so that the buildings on the Campus can be operated in a manner consistent with the NRHS Mission (with respect to the NRHS Parcels), and with the municipal purposes of the City of Norman (with respect to the City Parcel), and otherwise in compliance with applicable laws, regulations or ordinances and the terms of any Mortgages.

c. Maintenance Costs

The term “**Maintenance Costs**” shall mean all of the reasonable costs, charges and expenses which are attributable to operations, maintenance, repair, replacement and reconstruction of the Easement Facilities, including without limitation, security, cleaning and sweeping, lighting, maintaining and replacing landscaping adjacent to or on the Easement Facilities, and repairing and replacing paving, curbs and gutters, compensation for labor and materials, use of equipment, premiums for insurance, if applicable, real property taxes, if applicable, separately assessed against the Easement Facilities (if any), and necessary capital expenditures (other than the capital expenditures for the initial construction of the Easement Facilities). Subject to Section 8(d) and unless otherwise agreed between respective Owners each Owner shall be solely responsible for the Maintenance Costs of the portion of the Easement Facilities located on such Owner’s Parcel(s). Notwithstanding the foregoing, the Founder shall be solely responsible for the costs associated with maintaining the Campus Wayfinding Sign(s), except as provided in Sections 5(c), 5(d), and 5(e).

d. Maintenance of Shared Improvements

i. This Section 8(d) shall supersede any contrary provision of this Agreement with respect to the responsibility for, and costs of, the operations, maintenance, repair, replacement and reconstruction of (i) the Storm Water Vault, and (ii) the privately-maintained roadway island elements on Wellness Way, as designated on or required in the PUD, any applicable laws, regulations, ordinances or subdivision documents, as depicted on Exhibit “I-3” attached hereto (the “**Privately-Maintained ROW Elements**”, and, collectively with the Storm Water Vault, the “**Shared-Cost Improvements**”).

ii. NRHS shall maintain, repair, replace, and reconstruct the Privately-Maintained ROW Elements.

iii. The Owner of the Parcel on which the Storm Water Vault is located shall operate, maintain, repair, replace, and reconstruct the Storm Water Vault in accordance with all applicable laws, ordinances, and regulations.

iv. The Shared Maintenance Costs (as hereinafter defined) of maintaining a the Shared-Cost Improvements shall be proportionately shared among the Owners based on a percentage which is the ratio of the number of Cost Units allocated to such Owner’s Parcel relative to the number of Cost Units within the Campus. The number of “**Cost Units**” as used herein are determined by allocating 1 Cost Unit for each 1,000 square foot of land within each Parcel and 1 Cost Unit for each 1,000 gross square foot of each building within the Campus.

v. NRHS, with respect to the Privately-Maintained ROW Elements, and the Owner of the Parcel on which the Storm Water Vault is located, with respect to the Storm Water Vault, shall bill the Shared Maintenance Costs of the applicable Shared-Cost Improvements to the Owners on an annual basis, or such other mechanism as the parties may mutually agree from time to time. All amounts due from any party under this Agreement shall be paid within thirty (30) days of written demand. Notwithstanding anything to the contrary contained herein, in no event shall the NEP Ground Lease Parcel or the NEP Ground Lessee be obligated to contribute to Shared Maintenance Costs with respect to the Storm Water Vault, except to the extent that such Storm Water Vault is the primary receptacle for the drainage and detention of stormwater from the NEP Ground Lease Parcel. The City Parcel shall not be obligated to contribute to Shared Maintenance Costs with respect to the Storm Water Vault.

vi. As used in this Section 8(d), “**Shared Maintenance Costs**” refers to all of

the reasonable costs, charges, and expenses which are attributable to the operations, maintenance, repair, replacement and reconstruction of a Shared-Cost Improvement, including without limitation (A) cleaning and sweeping, lighting, maintaining and replacing landscaping on the Privately-Maintained ROW Elements, (B) maintaining, repairing and replacing the Storm Water Vault, and (C) necessary capital expenditures (other than the capital expenditures for the initial construction of the Storm Water Vault or the Privately-Maintained ROW Elements), provided, however, that only the amortized portion of any such capital expenditure may be included in Shared Maintenance Costs during any calendar year, using an amortization period equal to the useful life the improvement for which the capital expenditure is incurred. The City's portion of Shared Cost Improvements or Shared Maintenance Costs shall be offset by any amounts directly incurred or invested by the City in the Shared Cost Improvements or Shared Maintenance Costs.

9. Parking. This Agreement does not establish easements or cross-easements for parking. Each Owner shall construct and maintain on its Parcel a sufficient number of parking spaces to support the operations occurring on such Parcel, which shall not be less than the number of parking spaces required by zoning or other applicable laws and rules. The Owners of two or more Parcels may enter into separate easement agreements for cross-parking between such Parcels. The Owner of a Parcel may, at its sole cost and expense, use commercially reasonable means to enforce its exclusive right to use the parking located upon its Parcel, including posting signs, towing unauthorized vehicles, and installing gates or access control systems, provided that no such parking control measures shall interfere with the use of any Easement Facilities by the Benefitted Parties.

10. Use Restrictions. During the term of the NEP Ground Lease, NRHS (and its respective successors and assigns), shall not operate or permit to be operated on the Hospital Campus any of the following uses: (a) any use not permitted under the PUD or applicable laws or zoning ordinances, (b) any sale of (i) alcohol for off-premises consumption; (ii) tobacco products; or (iii) marijuana products; (c) any establishment that sells or exhibits drug-related paraphernalia; (d) any mortuary or funeral home; (e) any pet shop, veterinary hospital, or boarding facility (other in connection with uses that have a primary purpose related to service animals trained to provide assistance to individuals with disabilities); (f) any live performance venue or any establishment that can be heard outside of the occupant's premises; (g) any use that emits fumes, dust or smoke that can be smelled outside of the occupant's premises; (h) any tattoo parlor, or tanning beds; (i) the selling, marketing, leasing, advertising, displaying, exhibiting or distributing of pornographic materials, products, or media, sexually oriented materials, products, or media, or materials, products or media involving or depicting nudity or sexual, obscene or lewd acts; provided, however, the restrictions set forth in this clause (i) shall not be applicable to legitimate uses of materials depicting nudity in connection with the practice of medicine and other healthcare operations; (j) any establishment which exhibits either live or by any other means nude or partially clothed dancers or wait staff (k) any massage parlor or similar establishment; (l) any gambling facility or operation; (m) any political offices or causes; (n) any "second hand" store or pawn shop; or (o) any tobacco-funded research or enterprise. **While the City Parcel is subject to public ownership, the City Parcel shall not be subject to the use restrictions set forth herein. For any period of time when the City Parcel is subject to private ownership, the provisions of this this paragraph shall be applied to the City Parcel.**

11. Founder.

a. Rulemaking Authority. The Founder shall have the exclusive right, but not the obligation, to establish, revise, amend, revoke, and enforce reasonable rules and standards for the operation of the Campus, including Design Guidelines and Sign Guidelines (collectively, as established from time

to time, “**Rules**”). Excepting the Rules set forth in **Exhibit “M”** attached hereto and made a part hereof, which shall apply to all Parcels within the Campus throughout term of this Agreement and which may only be altered by an amendment of this Agreement, the Rules established and maintained by Founder pursuant to this Section 11(a) shall not apply to the NEP Ground Lease Parcel while the NEP Ground Lease remains in force, nor to the City Parcel while it remains subject to public ownership.

b. Succession. NRHS shall remain the Founder of the Campus, regardless of whether NRHS continues to own any Parcel(s) within the Campus, unless and until (i) NRHS assigns the rights and obligations of the Founder under this Agreement to another public trust or government entity with responsibility or authority to promote the Mission of the Campus, in which case such assignee shall become the Founder for purposes of this Agreement; or (ii) NRHS is acquired by or merged into another entity with responsibility or authority to promote the Mission of the Campus, in which case such acquirer or successor shall become the Founder for purposes of this Agreement; and in either case the successor Founder shall give written notice to all Owners within thirty (30) days. If NRHS should cease to exist or cease to be a public trust responsible for the Mission, and a successor Founder is not determined in accordance with the foregoing (i) or (ii), then the rights and obligations of the Founder under this Agreement shall pass to the Owner with the largest ownership of property within the Campus (which need not be a majority of the Campus), as determined by the sum of the square feet of land plus the total gross square feet of all buildings on each Owner’s Parcel(s).

c. Enforcement Authority. With respect to the provisions of this Agreement that reserve to the Founder an exclusive right, the Founder shall enforce such provisions against the Owners in a uniform and non-discriminatory manner. Founder may file a suit at law or in equity, or may itself correct an Owner’s noncompliance, at the expense of the noncompliant Owner, if such Owner fails to correct the noncompliance within thirty (30) days of written notice from Founder.

d. General Provisions as to Rules. In no event shall any Owner or its ground lessee, be obligated to comply with any Rule or Rules except to the extent the same are reasonable, nondiscriminatory, uniformly enforced, and do not increase in more than a de minimis manner, any obligations of the Owner. In no event may any Rule conflict with the terms of the REA and in the event of any such conflict, the REA shall control.

12. Design Guidelines and Sign Guidelines; Approvals of Founder.

a. Design Guidelines. The Founder shall have the exclusive right, but not the obligation, to establish, revise, amend, revoke, and enforce reasonable standards and guidelines for the design and maintenance of buildings, landscaping, and other improvements located on the Parcels. All site work, landscaping, buildings, structures, improvements, and other items placed in or on any Parcel in a manner or location visible from outside of existing structures are subject to standards for design, landscaping, and aesthetics (“**Design Guidelines**”) adopted by the Founder, and to the approval of Founder. No prior approval is necessary to repaint the exterior of existing structures using the most recently approved color scheme or rebuild or restore any damaged structures in a manner consistent with the plans and specifications most recently approved for such structures, and no approval is required for work done to the interior of a structure which does not alter the exterior appearance of the structure or affect adjacent Parcels. Any buildings or improvements constructed in the Campus shall be designed by and built in accordance with plans and specifications prepared, signed and sealed by an Oklahoma licensed architect or professional building designer, and shall be constructed by contractors and subcontractors holding all licenses and permits required by law.

b. Sign Guidelines. The Founder shall have the exclusive right, but not the obligation, to establish, revise, amend, revoke, and enforce reasonable standards and guidelines for the design and maintenance of signs (including signs located on buildings within the Campus) located on the Parcels ("**Sign Guidelines**").

c. Approval Process. Prior to commencing any construction or external renovation of any improvements or sign within the Campus, the Owner of the affected Parcel shall submit to the Founder a written application containing plans and specifications and such other information as the Founder may reasonably require. The Founder shall notify the applicant Owner in writing of Founder's approval or disapproval within thirty (30) days of Founder's receipt of the application. The Design Guidelines and Sign Guidelines are not the exclusive basis for the Founder's decisions, and compliance with the Design Guidelines or Sign Guidelines does not guarantee approval. If Founder does not respond within thirty (30) days, the applicant Owner may notify Founder in writing, by certified mail, return receipt requested, demanding a response, and if Founder fails to respond within fourteen (14) days, the application shall be deemed approved to the extent it is in conformance with the Design Guidelines and/or Sign Guidelines. Approval under this Section 12(c) is not a substitute for any approvals or reviews required by the City of Norman, Oklahoma any municipality or governmental agency or entity having jurisdiction over architectural or construction matters.

d. Rules and Guidelines to be Prospective; Applicability. Notwithstanding anything to the contrary contained herein, the entirety of this Section 12 and the entirety of Rules (n) and (p) in Exhibit M shall not apply to require removal of or modifications to structures existing or already under construction on any portion of the Campus prior to the Effective Date of this Agreement, but shall apply to exterior modifications to such structures undertaken after the initial completion thereof by any Owner other than the Founder, the NEP Ground Lease Parcel while the NEP Ground Lease is in force, or the City Parcel while it is subject to public ownership. The Founder shall have exclusive authority to review and act upon all applications for review of proposed exterior improvements or exterior modifications, and the approval of the Founder to same may not be unreasonably withheld, conditioned or delayed. Subject to the remaining terms and provisions hereof, the Founder shall have exclusive authority to amend the Design Guidelines and Sign Guidelines. New or amended Design Guidelines shall apply prospectively only. They shall not require modification to, or removal of, any structures previously constructed or approved once construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended. Notwithstanding anything to the contrary contained herein, the Founder has approved the proposed improvements and buildings to be constructed upon the NEP Ground Lease Parcel as set forth and/or depicted in Exhibit "L" attached hereto and made a part hereof, and Founder has otherwise expressly approved any and all plans and specifications submitted by NEP Ground Lessee and City as to such improvements and buildings to any and all applicable governmental authorities for which permits have been issued. Further, Founder hereby expressly pre-approves any and all future replacements, expansions and/or alteration of said improvements and buildings.

e. General Provisions as to Design Guidelines and Sign Guidelines. In no event shall any Owner be obligated to comply with any Design Guidelines or Sign Guidelines except to the extent the same are reasonable, non-discriminatory, uniformly enforced, do not increase in more than a de minimis manner, any obligations of the Owner hereunder, and do not decrease, in more than a de minimis manner, the rights of the Owner.

13. Direct Enforcement; Delegation to Ground Lessees.

a. Every Owner and occupant of any Parcel shall comply with the terms and conditions

of this Agreement, and each Owner shall be responsible for any violation of the terms of this Agreement by the tenants or occupants of such Owner’s Parcel. Any affected Owner shall have the right to file suit at law or in equity to enforce the terms and conditions of this Agreement that are not expressly reserved to the Founder (the “**Enforcement Right**”).

b. By written notice to all other Owners, an Owner may expressly delegate to its ground lessee the Enforcement Right. Such delegation shall state whether it is exclusive or non-exclusive, and whether Owner also delegates to such ground lessee Owner’s right to give or withhold such consents and approvals as Owner is entitled to make under this Agreement. No delegation of the Enforcement Right by any Owner shall bind any other Owner nor shall it relieve an Owner of liability for compliance with the terms and conditions of this Agreement. The parties acknowledge that NRHS has made such a delegation in favor of NEP Ground Lessee with respect to the NEP Ground Lease Parcel pursuant to the NEP Ground Lease, and that such delegation is non-exclusive and does not delegate the right to give or withhold such consents and approvals as NRHS is entitled to make under this Agreement. The foregoing acknowledgement shall constitute the written notice contemplated in the first sentence of this subparagraph b. Notwithstanding anything to the contrary contained herein, any liability, right or benefit flowing to NEP Ground Lessee under this Agreement shall terminate upon the expiration or earlier termination of the NEP Ground Lease, except for such obligations of NEP Ground Lessee that expressly survive the expiration or termination of such NEP Ground Lease. Notwithstanding, the Owner of the NEP Parcel shall at all times remain obligated under the terms of this Agreement, regardless of previous delegations hereunder.

14. Insurance.

a. Liability Insurance. Commercial general liability insurance, written by a responsible insurance company or companies having a Best’s Rating of not less and A- / VII, and licensed in the State of Oklahoma, insuring against any and all losses, claims, demands or actions whatsoever for injury to or death of any one or more persons in any one occurrence to the limit of not less than Three Million Dollars (\$3,000,000) and for damage to property in an amount not less than One Million Dollars (\$1,000,000) shall be maintained by the parties on all Parcels within the Campus, and such policy shall name the other Owners, and in the case of the NEP Ground Lease Parcel, the NEP Ground Lessee, and the City in the case of the City Parcel, as additional named insureds. Such policy shall include not less than Three Million Dollars (\$3,000,000) of contractual liability coverage. The coverage limits required herein may be satisfied by any combination of primary and excess or umbrella per occurrence policies. If by reason of changed economic or industry conditions from time to time the insurance amounts or coverages referred to above become inadequate, excessive or unavailable on commercially reasonable terms, the amounts or coverages of such insurance shall be adjusted to commercially reasonable amounts and coverages, at the reasonable agreement of the Owner parties hereto. If the Owner parties cannot reasonably agree on such adjustments within thirty (30) days of request, then such amounts and coverages shall be determined by mediation at the shared cost of all Owner parties. Notwithstanding anything to the contrary contained herein, during such periods of time that the City Parcel is subject to public ownership, the City Parcel shall be exempted from providing the insurance coverage required in this Section 14(a).

b. Property Insurance. Excepting the City Parcel while subject to public ownership, Causes of Loss Special Form Insurance insuring against physical loss or damage caused by the perils insured under a Causes of Loss Special Form policy with no exclusion for named storms in the amount of the full replacement cost of the buildings and other improvements located on any Parcel within the Campus (exclusive of footings, foundations and commercially reasonable deductibles), which insurance shall waive coinsurance limitations, with applicable sub-limits for flood and earthquake, shall be maintained,

or caused to be maintained, by the Owners of each of the Parcels within the Campus. Each such policy will include terrorism as commercially available. Insurances applicable to structures located on parcels within the Campus shall be in place no later than substantial completion of any structure being constructed thereon. The City Parcel, and all structures thereon, shall be insured in the same manner, and to the same extent as all other property and/or structures insured by the public entity, while the City Parcel is subject to public ownership.

c. General Insurance Requirements. Excepting those required by Section 14(b) above, insurances required under this Section 14 may be satisfied by providing a statement of self-insurance. Each applicable party shall provide other applicable parties not less than thirty (30) calendar days' written notice prior to any cancellation or material adverse change in policy provisions (ten (10) days for non-payment of premium) for all policies of insurance required to be maintained hereunder. If liability insurance is written on a "claims made" basis or provided by self-insurance, then the party who has the requirement of providing such insurance shall (a) cause all policies of such insurance (whether renewals or replacements) to use the original inception date of the insured's first claims made policy as the retroactive date in all such policies; and (b) continue to maintain such insurance or self-insurance for not less than two (2) years, or the statute of repose, whichever is longer (the "tail" period) after the termination of this Agreement. If any liability insurance which is written on a claims made basis is ever terminated or changed to an occurrence basis, the period of time in which a claim can be made against the insured must be extended for at least two (2) years, or the statute of repose, whichever is longer, through the purchase of the appropriate extended reporting period option or, with reference to Ground Lessor or any public entity that is an Owner hereunder, a period determined to permit timely claims pursuant to the Oklahoma Governmental Tort Claims Act, 51 O.S. § § 151-172 (the "**Oklahoma Governmental Tort Claims Act**") including as applicable to political subdivisions. Each applicable party shall provide the applicable parties with a certificate of insurance upon reasonable written request from the other party, to show evidence of compliance with the insurance requirements provided herein. Maintaining insurance following the termination of this Agreement, as set forth herein, shall not be interpreted as any admission by any party. Nothing in this paragraph shall be interpreted to require a party to maintain insurance following a complete transfer of ownership.

d. Indemnity. To the extent permitted by law, including the Constitution of the State of Oklahoma, each Owner shall indemnify, and hold harmless each of the other Owners from and against any and all claims, expenses, liabilities, losses, damages and costs, including reasonable attorneys' fees and any actions or proceedings in connection therewith, incurred in connection with, arising from, due to or as a result of the death of any person or any accident, injury, loss or damage, howsoever caused to any person or property as shall occur in or about the Owner's Parcel, and from any mechanic's or materialman's lien or claim therefor arising by, through or under such Owner, except claims resulting from the negligence or willful act or omission of the indemnified party.

15. Default Rights

a. Monetary Default. Any amount due and payable by a party pursuant to this Agreement which remains unpaid for forty-five (45) or more days after invoice, shall, from the expiration of such forty-five (45) day period until repaid, bear interest at the lesser of ten percent (10%) per annum or the highest rate then allowed by law (the "**Default Rate**"). If such amount remains unpaid for ninety (90) days after written notice to such non-paying party of such default, the unpaid party shall have the right to pursue any and all remedies available under applicable law for such default.

b. Non-Monetary Defaults. If an Owner defaults in an obligation under this Agreement other than the payment of money (and such default is not due to Unavoidable Delay), then if such failure continues for more than forty-five (45) days' following written notice to the defaulting party from any other Owner (or, if such failure cannot reasonably be cured within such 45 day period, then such longer period as may be reasonably required to cure the same, provided the defaulting party promptly commences and diligently prosecutes such cure to completion which in no event shall exceed one hundred twenty (120) days following written notice), then any other Owner may (i) pursue injunctive or declaratory relief, or (ii) pursue a suit for damages; provided, however, that no party privately owning any parcel on Campus shall be entitled to special, punitive, or consequential damages under this Agreement. However, no limitations or waivers of damages, remedies or warranties anywhere in this Agreement shall apply to the City Parcel while subject to public ownership.

c. Maintenance Defaults. In addition to the foregoing remedies in Sections 15(a) and (b), with respect to the maintenance obligations set forth in Section 8 hereof, if an Owner fails to perform its maintenance obligations (and such failure is not due to Unavoidable Delay) and such failure continues for more than forty-five (45) days' following written notice to the defaulting party from any other Owner (or, if such failure cannot reasonably be cured within such 45 day period, then such longer period as may be reasonably required to cure the same, provided the defaulting party promptly commences and diligently prosecutes such cure to completion which in no event shall exceed one hundred twenty (120) days following written notice), the notifying Owner shall have the right to cure such failure, and shall have reasonable access to all areas necessary to do so. The reasonable and necessary costs of curing such failure, together with interest thereon at the Default Rate, shall be reimbursed by the defaulting Owner.

d. Liens. No breach or violation of this Agreement shall affect, impair, defeat or render invalid the lien of any mortgage or deed of trust encumbering the fee or ground leasehold interest in any Parcel and securing a loan made in good faith and for value with respect to the development or permanent financing or refinancing of any Parcel (“**Mortgage**”).

e. “**Unavoidable Delay**” shall mean means causes beyond such party’s reasonable control and without its fault or negligence, including, but not limited to, governmental action or inaction, inability or delay in obtaining permits or approvals from governmental, quasi-governmental or private parties, inability to obtain any required easements or licenses over property of third parties, failure of non-parties to this Agreement to complete any roads, utilities and other infrastructure on a timely basis, acts of God, disease or pandemic, such as COVID-19, underground or other site conditions not known and not reasonably anticipatable, fires, floods, strikes, freight embargoes, unavailability of materials, severe weather conditions, delays caused by acts or omissions of contractors, subcontractors, material or equipment suppliers, architects or engineers.

16. Miscellaneous

a. No Benefit

Except as may be delegated pursuant to Section 13(b), no obligation of an Owner under this Agreement is enforceable by, or is for the benefit of, any creditor of any or all parties hereto or any other third parties.

b. Notices

No notice, request, demand, instruction or other document to be given hereunder to any party shall be effective for any purpose unless (i) personally delivered to the person at the address set forth below, in which event such notice shall be deemed effective upon delivery; (ii) delivered by Federal Express or other reputable courier service, in which event such notice shall be deemed effective upon delivery; or (iii) delivered by registered or certified mail at the address set forth below, return receipt requested, postage prepaid, in which event notice shall be deemed effective upon the earlier to occur of actual receipt or refusal, after deposit in the United States Post Office:

Founder: Norman Regional Health System
3300 Healthplex Parkway
Norman, Oklahoma 73072
Attn: President & CEO

and

Norman Regional Health System
3300 Healthplex Parkway
Norman, Oklahoma 73072
Attn: Risk Management & Compliance

and

Faegre Drinker Biddle & Reath LLP
320 S. Canal Street, Suite 3300
Chicago, Illinois 60606
Attn: Neil S. Olderman, Esq.

NRHS: Norman Regional Health System
3300 Healthplex Parkway
Norman, Oklahoma 73072
Attn: President & CEO

and

Norman Regional Health System
3300 Healthplex Parkway
Norman, Oklahoma 73072
Attn: Risk Management & Compliance

and

Faegre Drinker Biddle & Reath LLP
320 S. Canal Street, Suite 3300
Chicago, Illinois 60606
Attn: Neil S. Olderman, Esq.

City: c/o City Manager
City of Norman

201 West Gray
Norman, OK 73069

and

c/o City Attorney
City of Norman
201 West Gray
Norman, OK 73069

and

c/o Director of Parks and Recreation
City of Norman
225 North Webster Ave.
Norman, OK 73069

NEP Ground Lessee: NEP Norman, LP
c/o: New Era Companies, LLC
801 Hanover Dr., Suite 650
Grapevine, TX 76051
Attn: Daryn Eudaly

Chaiken Legal Group, P.C.
5960 W. Parker Rd., Ste. 278-194
Plano, Texas 75093
Attn: Michael J. Chaiken, Esq.

**And for so long as the following entity
has a lien on the NEP Ground Lessee's
interest in the Ground Lease:**

Stride Bank, N.A.
8811 S. Yale Avenue, Suite 100
Tulsa, OK 74137
Attn: Carol Kinzer
Email: ckinzer@stridebank.com

With a copy to:

Jason B. Coutant
GableGotwals
110 N. Elgin Ave., Ste. 200
Tulsa, Oklahoma 74120
Phone: (918) 595-4800
Fax: (918) 595-4990
Email: jcoutant@gablelaw.com

The foregoing notice addresses may be changed by giving notice of such change in the manner herein provided for giving notice.

c. Attorneys' Fees

Should any Owner bring any action against any other Owner related in any way to this Agreement, its validity, enforceability, scope or subject matter, the prevailing party shall be awarded its reasonable attorneys' fees and costs incurred for prosecution, defense, consultation or advice in connection with such action, together with all costs of proceedings in connection therewith, as allowed by Oklahoma law.

d. No Waiver

The waiver by one party in the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party hereto in the time for performing any act shall not constitute the waiver of the time for performing any other act, or any identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

e. Construction

As used in this Agreement, the masculine, feminine and neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates. This Agreement shall be construed as a whole and in accordance with its fair meaning, the captions being for convenience only and not intended to fully describe their defined provisions in the portions of this Agreement to which they pertain.

f. Counterparts

This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts shall constitute but one Agreement.

g. Amendments

This Agreement may not be canceled, changed, modified or amended in whole or in part unless in a written and recorded agreement executed by the then Founder and record Owners of the Campus, as well as, for so long as the NEP Ground Lease remains in effect, executed by NEP Ground Lessee, and consented to by the holders of any Mortgages on each Parcel.

h. Waiver

Except as otherwise provided herein as relates specifically to the NEP Ground Lessee, any party shall be entitled to waive any term or provision which is intended to be solely for the benefit of such party. However, in no event shall any party be deemed to have waived any term or provision of this Agreement unless such waiver is made in writing and signed by such party.

i. Further Assurances

Each of the parties hereto agrees to execute and deliver such other instruments and perform such acts, in addition to the matters specified herein, as may be appropriate or necessary, from time to time, to effectuate the agreements and understandings of the parties.

j. Severability

Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder thereof.

k. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

l. Recordation.

This Agreement, and any amendments thereto, shall be recorded in the County Clerk's Office of Cleveland County, State of Oklahoma.

m. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and no modification or amendment hereto shall be of any force or effect unless it shall be in writing and signed by the parties hereto.

n. Non-Merger of Title

The ownership of the Campus and the Benefitted Property by the same party shall not cause a merger or termination of this Agreement.

o. Limitation of Liability

Whenever an Owner transfers its interest in its property, such transferor shall not be liable for any obligations arising under this Agreement that occur after the transfer date, so long as the applicable transferee has expressly assumed in writing such obligations. Notwithstanding anything to the contrary herein, no party shall be liable hereunder for consequential, special or punitive damages. However, no limitations or waivers of damages, remedies or warranties anywhere in this Agreement shall apply to the City Parcel while subject to public ownership.

p. No Rescission

No breach of this Agreement shall entitle an Owner to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not otherwise affect in any manner any of the rights or remedies that the Owner may have under this Agreement by reason of any breach. However, no limitations or waivers of damages, remedies or warranties anywhere in this Agreement shall apply to the City Parcel

while subject to public ownership.

q. Estoppel Certificate

Upon a bona fide sale or transfer of ownership of leasehold interest relating to a parcel on Campus, or pursuant to the reporting requirements of any financing secured by property within the Campus, each Owner, upon request in writing from another Owner, agrees to execute and deliver to the requesting Owner, or to said Owner's designee, including NEP Ground Lessee or any such requesting mortgagee or financial institution, within 10 days following written request, a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); that the responding Owner, to its knowledge, knows of no default (or condition which with the giving of notice or the passage of time or both, would constitute such a default) under this Agreement by the requesting Owner or if there is a default, the general nature thereof; and such other statements as may be reasonably and necessarily requested to serve the purposes of the bona fide sale or transfer or ownership or leasehold interest. The Founder shall have the rights of an owner under this Section 16(q) regardless of whether Founder is an Owner of any Parcels.

r. Lien Subordination.

Each Owner represents and warrants to the Owners that they are the fee simple owners of their respective Parcels free from any mortgage or deed of trust liens that encumber their respective fee simple estates. Each Owner covenants and agrees to cause the holder of any existing mortgage or deed of trust affecting the portion of the Campus owned by such Owner as of the date hereof to consent to this Agreement and subordinate its rights to the terms and provisions of this Agreement.

s. Fire Circulation Drive on City Property and Allocation of the Cost of the Fire Circulation Drive. The City and NEP Ground Lessee have separately agreed to terms regarding the shared cost of construction, and joint access and use of, a fire circulation drive to also be utilized as set forth herein. The Fire Circulation Drive is depicted in the attached **Exhibit "J."**

t. Future Construction.

i. Phase II – NRHS Parcel Design Standards. Notwithstanding anything to the contrary contained herein, NRHS acknowledges and agrees that all future streets, lanes, lines and other infrastructure contemplated by this Agreement shall be designed, constructed and installed substantially as required by the PUD and other applicable City standards, regulations, ordinances or filed subdivision documents, including any plats thereof ("**Regulatory Controls**").

ii. Phase II – NRHS Future Improvements. NRHS shall, at its sole cost and expense, construct or install, cause to be constructed or installed or contract for the construction and installation of certain improvements required to complete the construction of the remainder of the Campus substantially in accordance with the PUD, and otherwise in compliance with the Regulatory Controls. NRHS shall cause the design, construction and installation of the Phase II – Future Improvements to be substantially completed not later than the earliest deadline required by the Regulatory Controls.

iii. Notwithstanding the foregoing (i) and (ii), nothing in this Section 16(u) shall operate to (x) obligate, to a greater extent than is provided for in the Regulatory Controls, NRHS to perform

any future construction or construct any improvements on the Campus, nor (y) constrain, to a greater extent than is provided for the in Regulatory Controls, NRHS's reasonable discretion in performing any such construction or constructing any such improvements

u. **List of Exhibits.** The following Exhibits are attached hereto and incorporated herein:

- Exhibit A Legal Description of NRHS Parcels
- Exhibit B Legal Description of City Parcel
- Exhibit C Legal Description of NEP Ground Lease Parcel
- Exhibit D Depiction of Drive Lanes
- Exhibit E Phase I Access Exhibit
- Exhibit F Phase II Access Exhibit
- Exhibit G-1 Depiction of Walkways
- Exhibit G-2 Depiction of Walkways for Phase II
- Exhibit H Utility Facilities
- Exhibit I-1 Map Depicting the Storm Water Drainage Facilities
- Exhibit I-2 Map Depicting the Stormwater Detention Vault
- Exhibit I-3 Wellness Way
- Exhibit J Fire Circulation Drive
- Exhibit K-1 Campus Wayfinding Signage Locations
- Exhibit K-2 Initial Campus Wayfinding Sign Designs
- Exhibit L NRHS-Approved NEP Ground Lease Parcel Improvements
- Exhibit M Rules and Regulations

[remainder of this page intentionally left blank]

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

“NRHS”

NORMAN REGIONAL HOSPITAL AUTHORITY,
an Oklahoma Public Trust, d/b/a Norman Regional Health System

By: _____
Name: Richie Splitt
Title: President and Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared **RICHIE SPLITT**, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that **RICHIE SPLITT** executed the same as the **PRESIDENT AND CHIEF EXECUTIVE OFFICER** of **NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust, d/b/a Norman Regional Health System**, as free and voluntary act and deed of such **Oklahoma public trust**, for the uses and purposes therein set forth.

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

Notary Public: _____

My Commission Expires: _____

“CITY”

THE CITY OF NORMAN, OKLAHOMA,
a municipal corporation of the State of Oklahoma

Approved as to form and legality this _____ day of _____, 2023.

City Attorney’s Office

Signed By: _____
Larry Heikkila
Mayor, City of Norman

(SEAL)

Attested By: _____
Brenda Hall
Norman City Clerk

A notary public or other officer completing verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
COUNTY OF _____)

On _____, 202__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

“NEP GROUND LESSEE”

NEP Norman, LP

By: NEP Norman GP, LLC, its General Partner

By: New Era Companies, LLC, its Manager

By: _____
Daryn Eudaly, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022 by Daryn Eudaly, as Manager of New Era Companies, LLC, the Manager of NEP Norman GP, LLC, the General Partner of NEP Norman, LP.

Notary Public

My commission number is _____
and my commission expires _____

EXHIBIT A**Legal Description of NRHS Parcels**

A tract of land being all of Blocks 1 and 2, WHITWELL ADDITION recorded in Book 1 of Plats, Page 26; AND all of Blocks 1 and 2, GRIFFIN HEIGHTS ADDITION recorded in Book 2 of Plats, Page 62; AND part of Block 1, NORTHEAST ADDITION recorded in Book 1 of Plats, Page 92; AND part of Blocks 1 and 4 (being part of Lot 3A LOT LINE ADJUSTMENT recorded in Book 3168, Page 421) AND Lots 1 through 13, Block 3, all in HIGH SCHOOL ADDITION recorded in Book 1 of Plats, Page 32, together with the platted streets and alleys lying within the aforescribed plats AND those unplatted parts of the Northwest Quarter (NW/4) of Section 29, Township 9 North, Range 2 West of the Indian Meridian, Norman, Cleveland County, Oklahoma all lying within the following described tract of land;

COMMENCING at the northwest corner of said Northwest Quarter;

THENCE South 00°09'01" East, along the west line of said Northwest Quarter, a distance of 553.00 feet to the POINT OF BEGINNING;

THENCE North 89°50'59" East a distance of 420.40 feet;

THENCE North 00°09'01" West a distance of 237.84 feet to a point on the south line of Lot 1, Block 1, DOCTOR'S PARK NO. 1 recorded in Book 8 of Plats, Page 77 extended;

THENCE North 89°44'54" East, along the south line of said Lot 1 extended, the south line of said Lot 1 and the south line of Lot 1, Block 1, DOCTOR'S PARK NO. 2 recorded in Book 10 of Plats, Page 39, a distance of 615.57 feet to the southeast corner of said Lot 1, also being a point on the west right of way line of Findlay Avenue;

THENCE South 00°09'01" East, along said west right of way line and the east line of Block 1 of said GRIFFIN HEIGHTS ADDITION extended and the east line of said Block 1, a distance of 859.73 feet;

THENCE South 89°26'27" West a distance of 8.00 feet to a point of intersection with the east line of Block 1, NORTHEAST ADDITION extended;

THENCE South 00°09'01" East, along the east line of said Block 1 extended, the east line of said Block 1 and said west right of way line, a distance of 25.99 feet;

THENCE South 89°26'27" West a distance of 282.90 feet;

THENCE South 44°26'27" West a distance of 92.14 feet;

THENCE South 89°26'27" West a distance of 279.88 feet;

THENCE North 00°08'59" West a distance of 75.63 feet to a point on a curve;

THENCE Westerly along a non tangent curve to the right having a radius of 250.00 feet (said curve subtended by a chord which bears South 75°40'12" West a distance of 161.25 feet) for an arc distance of 164.18 feet;

THENCE South 00°33'33" East a distance of 446.08 feet to a point on the south line of said Block 4, HIGH SCHOOL ADDITION;

THENCE South 89°26'27" West, along the south line of said Blocks 4 and Block 3, a distance of 214.37 feet to the southwest corner of said Block 3, also being a point on the east right of way line of Porter Avenue;

THENCE North 00°09'01" West, along the west line of said Block 3, the west line of Block 2 of said HIGH SCHOOL ADDITION, the west line of Block 1, WHITWELL ADDITION and said east right of way line, a distance of 952.35 feet to the northwest corner of said Block 1, WHITWELL ADDITION;

THENCE South 89°26'27" West a distance of 33.00 feet to a point on the west line of said Northwest Quarter;

THENCE North 00°09'01" West, along said west line, a distance of 175.84 feet to the POINT OF BEGINNING.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-South Zone) using a bearing of South 00°09'01" East on the west line of the Northwest Quarter of Section 29, Township 9 North, Range 2 West of the Indian Meridian.

EXHIBIT B**Legal Description of City Parcel**

A tract of land being part of Lot 3A, LOT LINE ADJUSTMENT NO. 1103 recorded in Book 3168, Page 421 of Block 4 AND all of Lots 1 and 2, Block 4 AND part of Lot 22, all of Lots 23 and 24, Block 1, NORMAN HIGH SCHOOL ADDITION recorded in Book 1 of Plats, Page 32(57) AND all of Lots 1 through 12, part of Lots 13 through 24, Block 1, NORTHEAST ADDITION recorded in Book 1 of Plats, Page 92, together with part of the east-west alley lying in said Blocks as vacated by JOURNAL ENTRY OF JUDGEMENT Case No. C-88-1968T AND part of Rich Street as vacated by JOURNAL ENTRY OF JUDGEMENT Case No. CJ-2000-935-BH recorded in Book 3189, Page 918 and JOURNAL ENTRY OF JUDGEMENT Case No. CJ-2002-2210-L recorded in Book 3543, Page 379 AND an unplatted part of the Northwest Quarter of Section 29, Township 9 North, Range 2 West of the Indian Meridian, Cleveland County, being more particularly described as follows;

COMMENCING at the northwest corner of said Northwest Quarter;

THENCE South 00°09'01" East, along the west line of said Northwest Quarter, a distance of 1,681.19 feet to a point of intersection with the south line of said Block 4 extended;

THENCE North 89°26'27" East, along said extended line and the south line of said Block 4, a distance of 655.82 feet to the POINT OF BEGINNING;

THENCE North 00°33'33" West a distance of 408.84 feet;

THENCE North 89°26'27" East a distance of 27.51 feet;

THENCE North 44°26'27" East a distance of 92.14 feet;

THENCE North 89°26'27" East a distance of 282.90 feet to a point on the east line of said Block 1, NORTHEAST ADDITION, being a point on the west right of way line of Findlay Avenue;

THENCE South 00°09'01" East, along the east line of said Block 1, said line extended to the centerline of said vacated Rich Street and said west right of way line, a distance of 309.00 feet;

THENCE North 89°26'27" East, along said vacated Street centerline, a distance of 8.00 feet to a point on the west right of way line of said Findlay Avenue;

THENCE South 00°09'01" East, along said west right of way line, a distance of 165.00 feet to a point of intersection with the south line of said Block 4 extended;

THENCE South 89°26'27" West, along said extended line and the south line of said Block 4, a distance of 380.18 feet to the POINT OF BEGINNING.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83 -South Zone) using a bearing of South 89°26'27" West as the south line of Block 4 of NORMAN HIGH SCHOOL ADDITION.

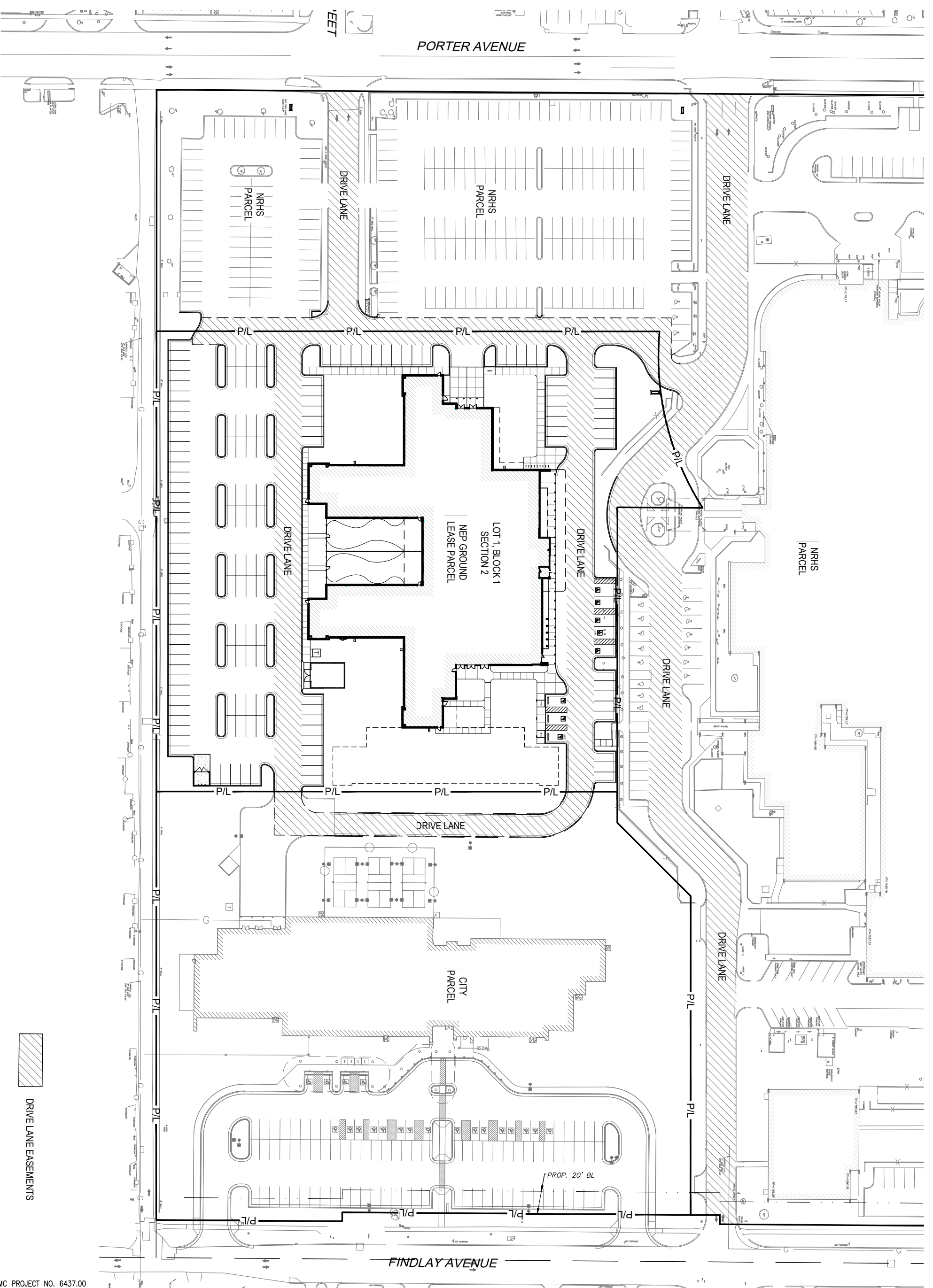
EXHIBIT C

Legal Description of NEP Ground Lease Parcel

Lot 1, Block 1, NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SECTION 2, a Planned Unit Development to the City of Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 25 of Plats, Page 242.

EXHIBIT D
Depiction of Drive Lanes

[exhibit follows this cover page]



SMC PROJECT NO. 6437.00
 DATE: NOV. 28, 2022

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OK

EXHIBIT D

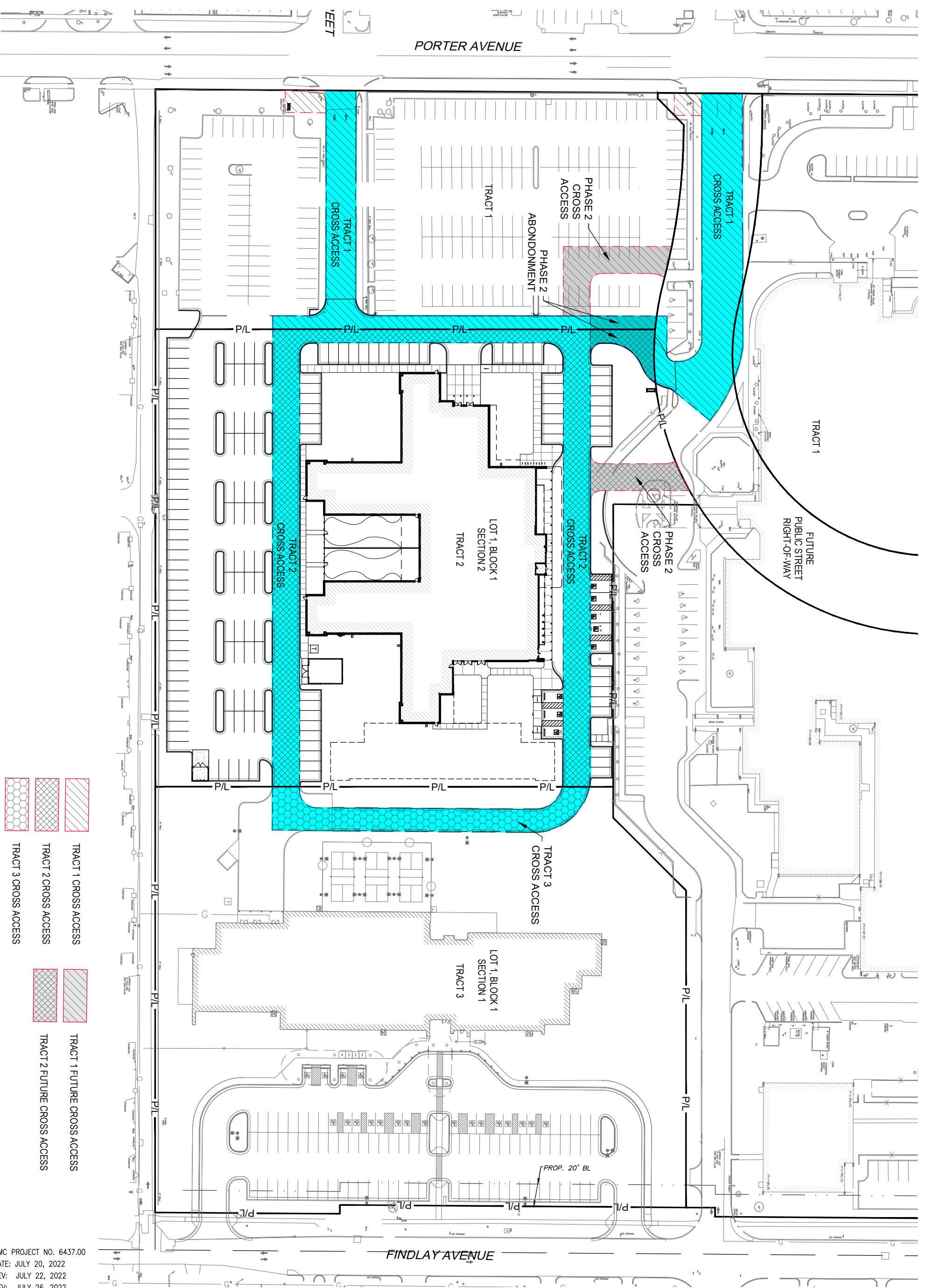
REA
 DRIVE LANE EASEMENTS

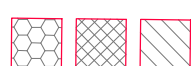
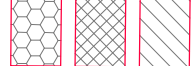



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EXHIBIT E
Phase I Access Exhibit

[exhibit follows this cover page]



-  TRACT 1 CROSS ACCESS
-  TRACT 2 CROSS ACCESS
-  TRACT 3 CROSS ACCESS
-  TRACT 1 FUTURE CROSS ACCESS
-  TRACT 2 FUTURE CROSS ACCESS

SMC PROJECT NO. 6437.00
 DATE: JULY 20, 2022
 REV: JULY 22, 2022
 REV: JULY 26, 2022

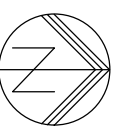
SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

CROSS ACCESS

EXHIBIT E

NORMAN REGIONAL
 HEALTH SYSTEM
 PORTER CAMPUS
 NORMAN, OK

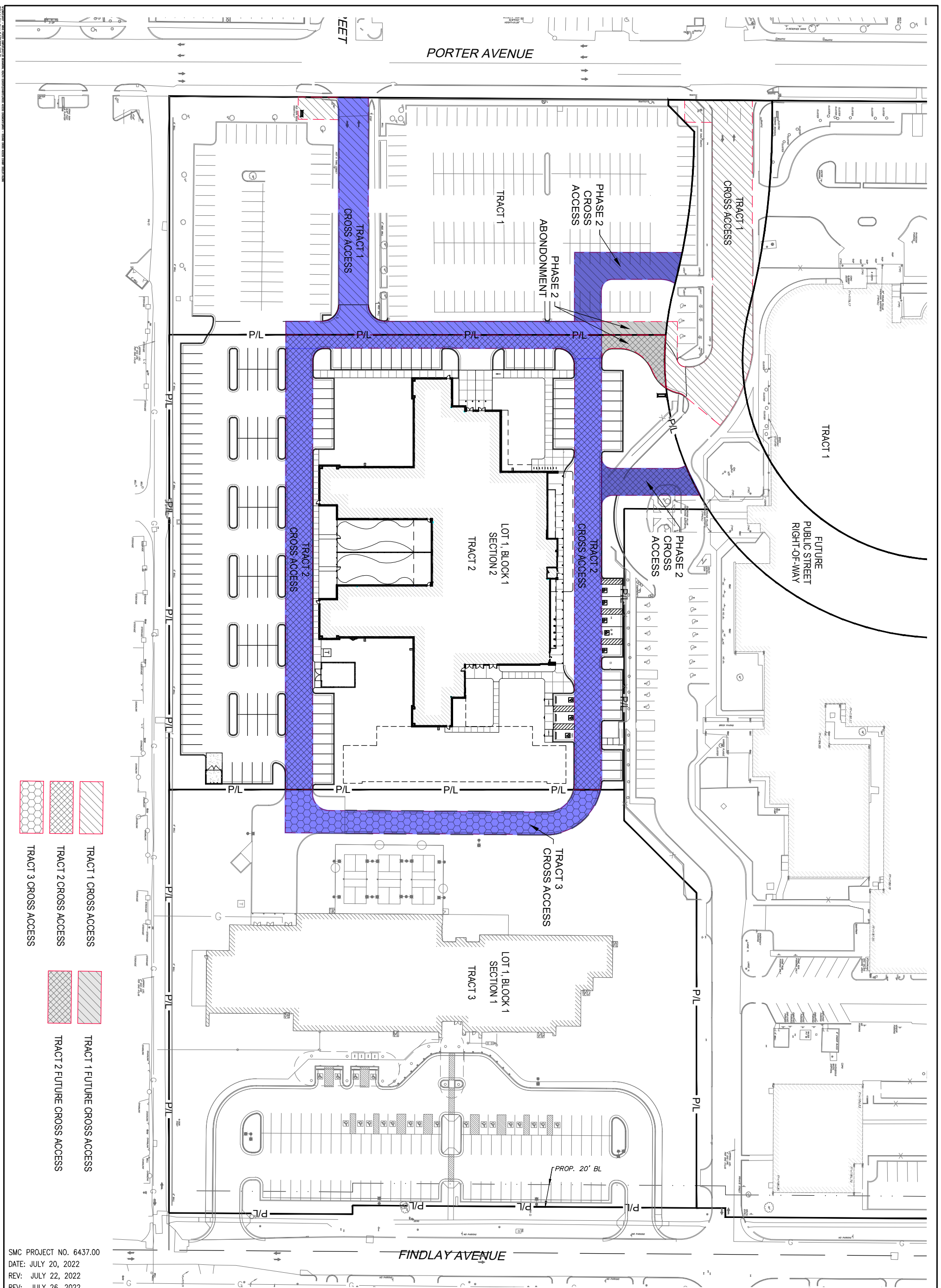
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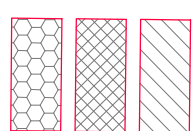
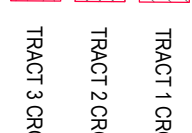
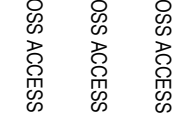
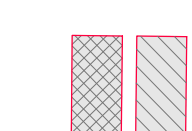
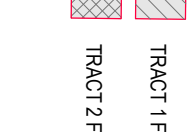


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EXHIBIT F
Phase II Access Exhibit

[exhibit follows this cover page]



-  TRACT 1 CROSS ACCESS
-  TRACT 2 CROSS ACCESS
-  TRACT 3 CROSS ACCESS
-  TRACT 1 FUTURE CROSS ACCESS
-  TRACT 2 FUTURE CROSS ACCESS

SMC PROJECT NO. 6437.00
 DATE: JULY 20, 2022
 REV: JULY 22, 2022
 REV: JULY 26, 2022


SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

CROSS ACCESS

EXHIBIT F

NORMAN REGIONAL
 HEALTH SYSTEM
 PORTER CAMPUS
 NORMAN, OK

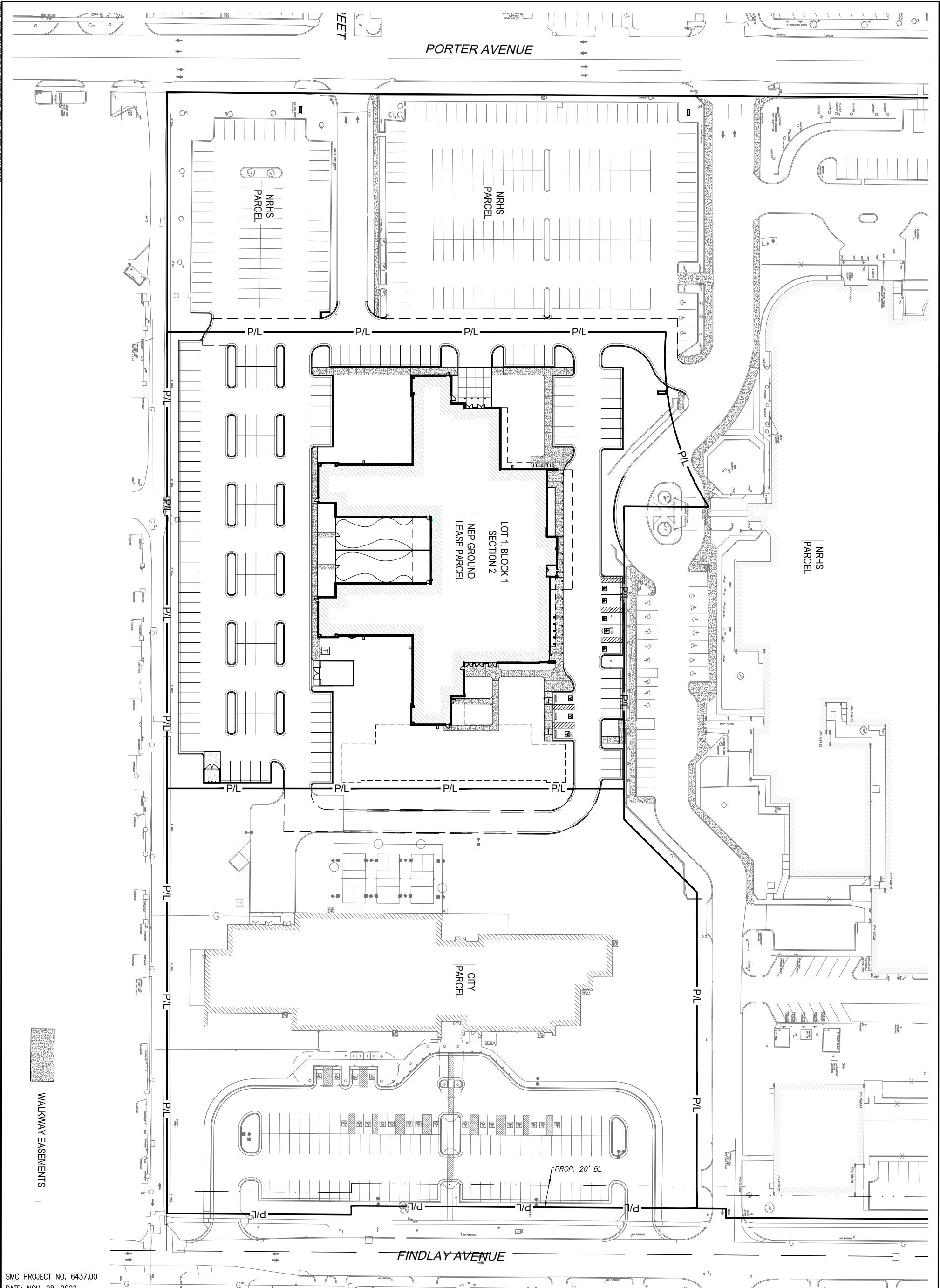
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EXHIBIT G-1
Depiction of Walkways

[exhibit follows this cover page]



SMC PROJECT NO. 6437.00
 DATE: NOV. 28, 2022

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OK

EXHIBIT G-1

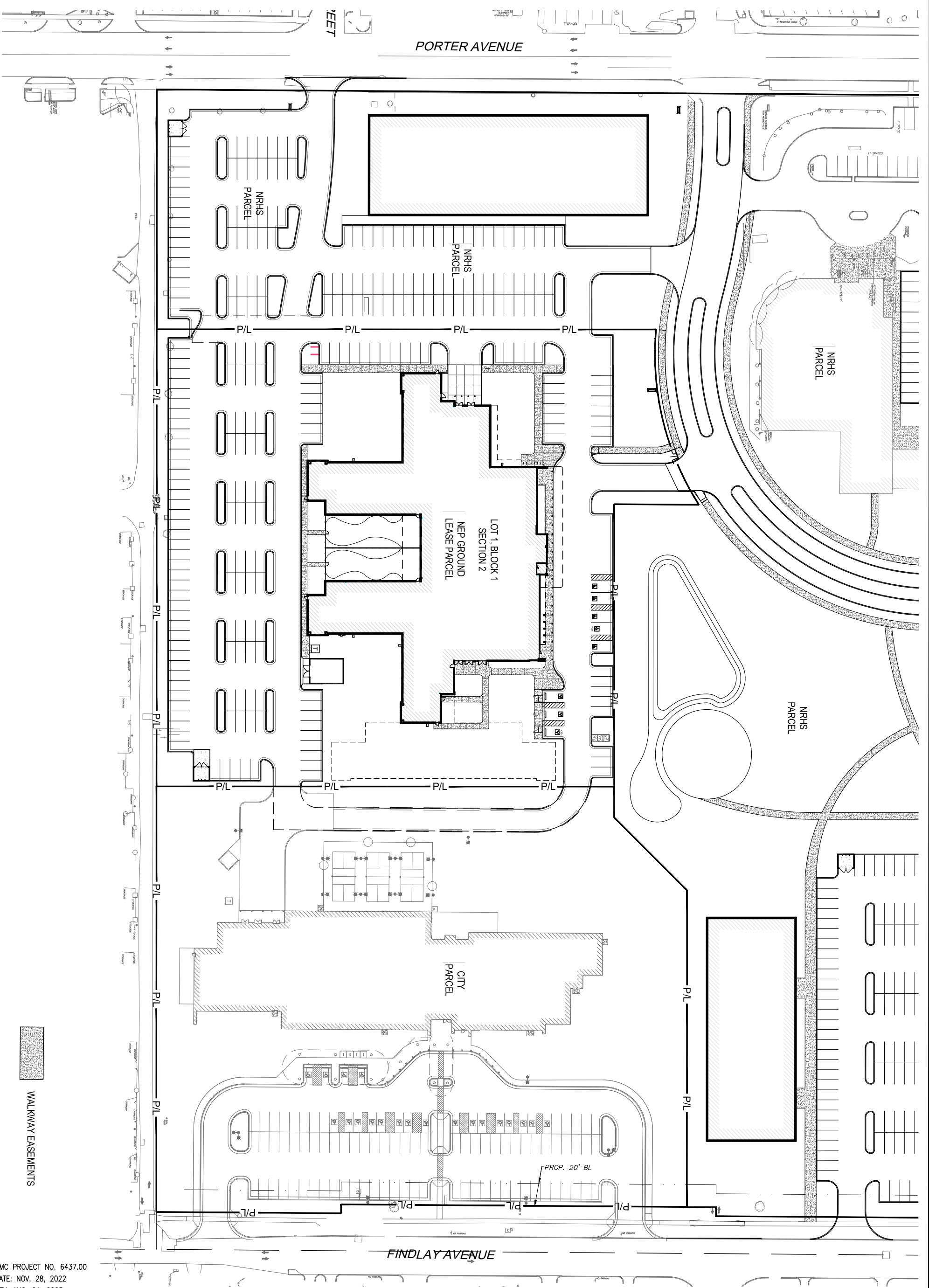
REA
 WALKWAY EASEMENTS
 PHASE I

NOT TO SCALE

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EXHIBIT G-2
Depiction of Walkways for Phase II

[exhibit follows this cover page]



SMC PROJECT NO. 6437.00
 DATE: NOV. 28, 2022
 REV: AUG. 21, 2023

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OK

EXHIBIT G-2

REA
 WALKWAY EASEMENTS
 PHASE II

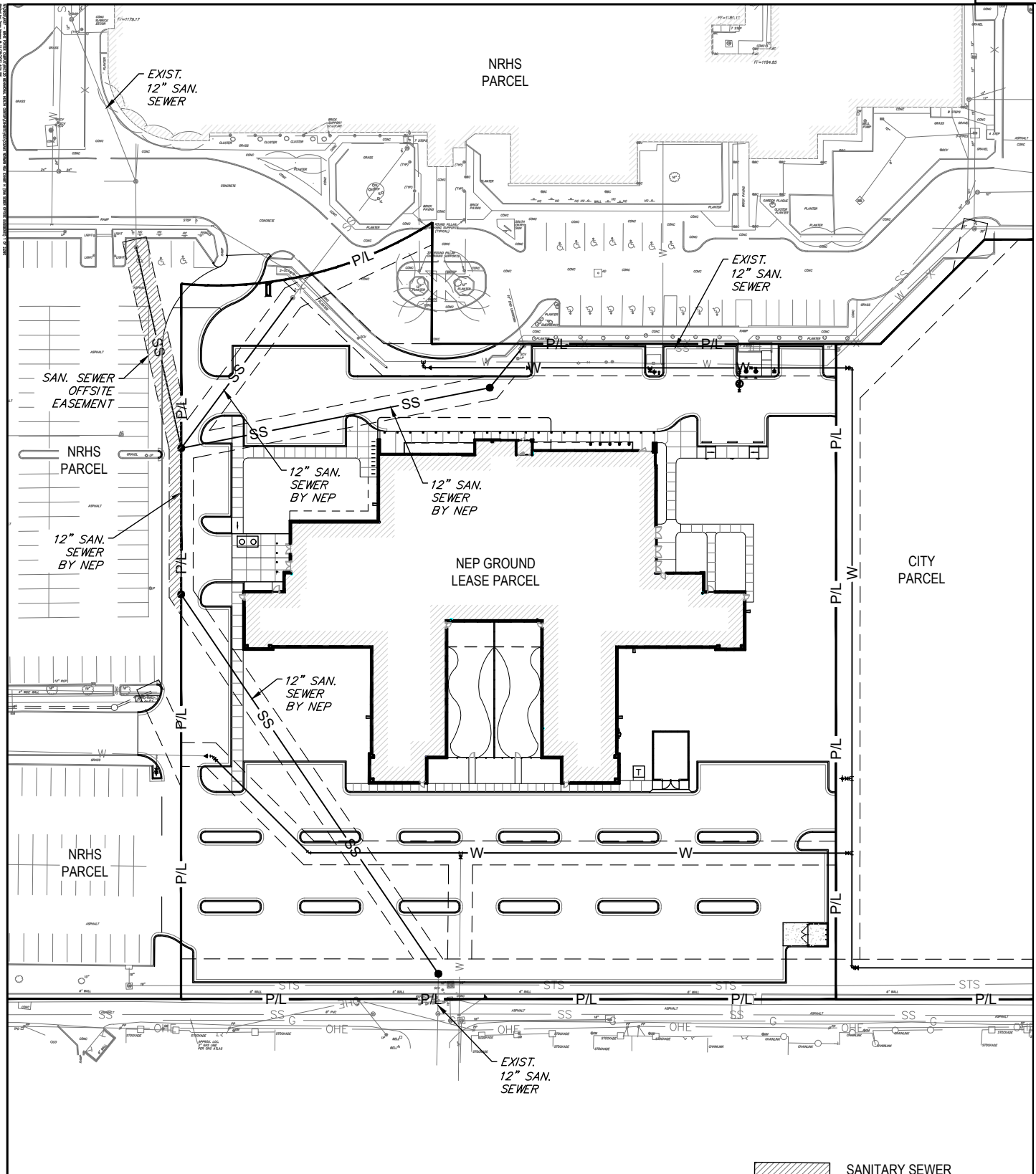


NOT TO SCALE

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 COPIED, OR DISTRIBUTED TO ANY
 OTHER PARTY WITHOUT THE WRITTEN
 CONSENT OF SMC CONSULTING ENGINEERS, P.C.

EXHIBIT H
Utility Facilities

[[two (2)] page exhibit follows this cover page]




 SANITARY SEWER OFFSITE EASEMENTS

SMC PROJECT NO. 06437.20
 DATE: NOVEMBER 28, 2022

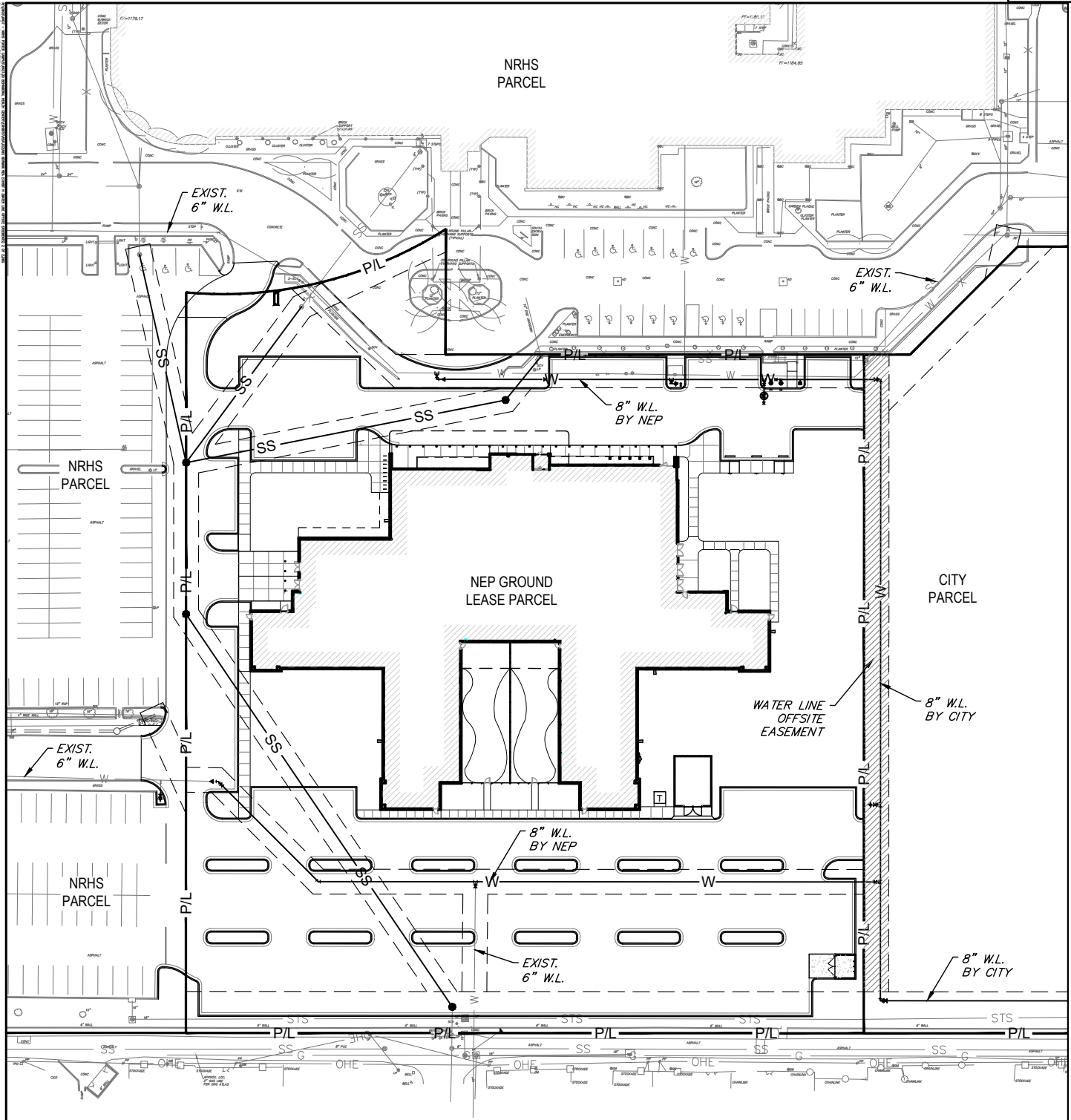
SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859


OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OKLAHOMA

REA
 EXHIBIT H
 (1 OF 2)


 NOT TO SCALE

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 WATER LINE OFFSITE EASEMENTS

SMC PROJECT NO. 06437.20
DATE: NOVEMBER 28, 2022

SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OKLAHOMA

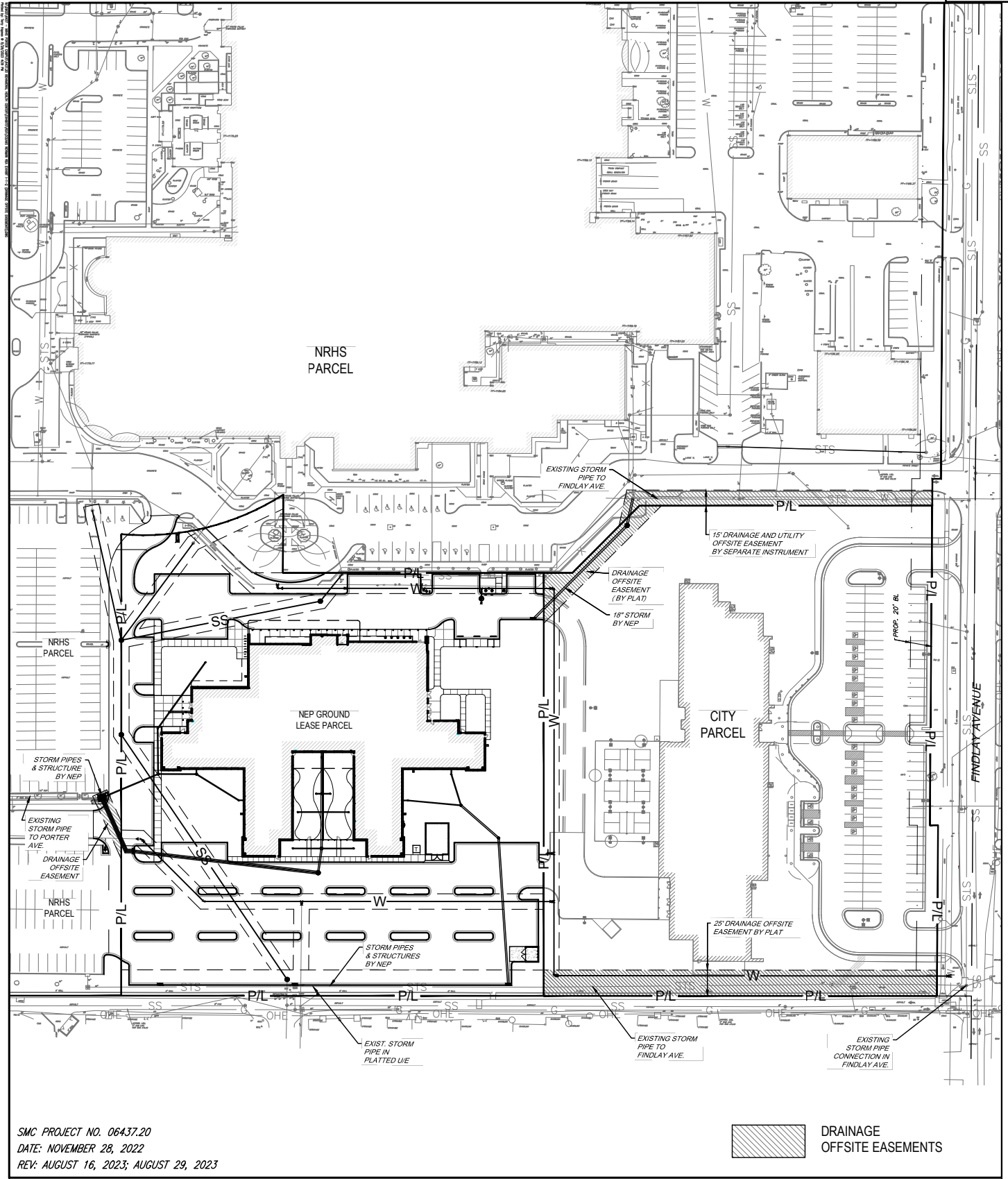
REA
EXHIBIT H
(2 OF 2)


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EXHIBIT I-1
Map Depicting the Storm Water Drainage Facilities

[exhibit follows this cover page]



SMC PROJECT NO. 06437.20
 DATE: NOVEMBER 28, 2022
 REV: AUGUST 16, 2023; AUGUST 29, 2023

 DRAINAGE OFFSITE EASEMENTS

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OKLAHOMA

REA
 EXHIBIT I-1

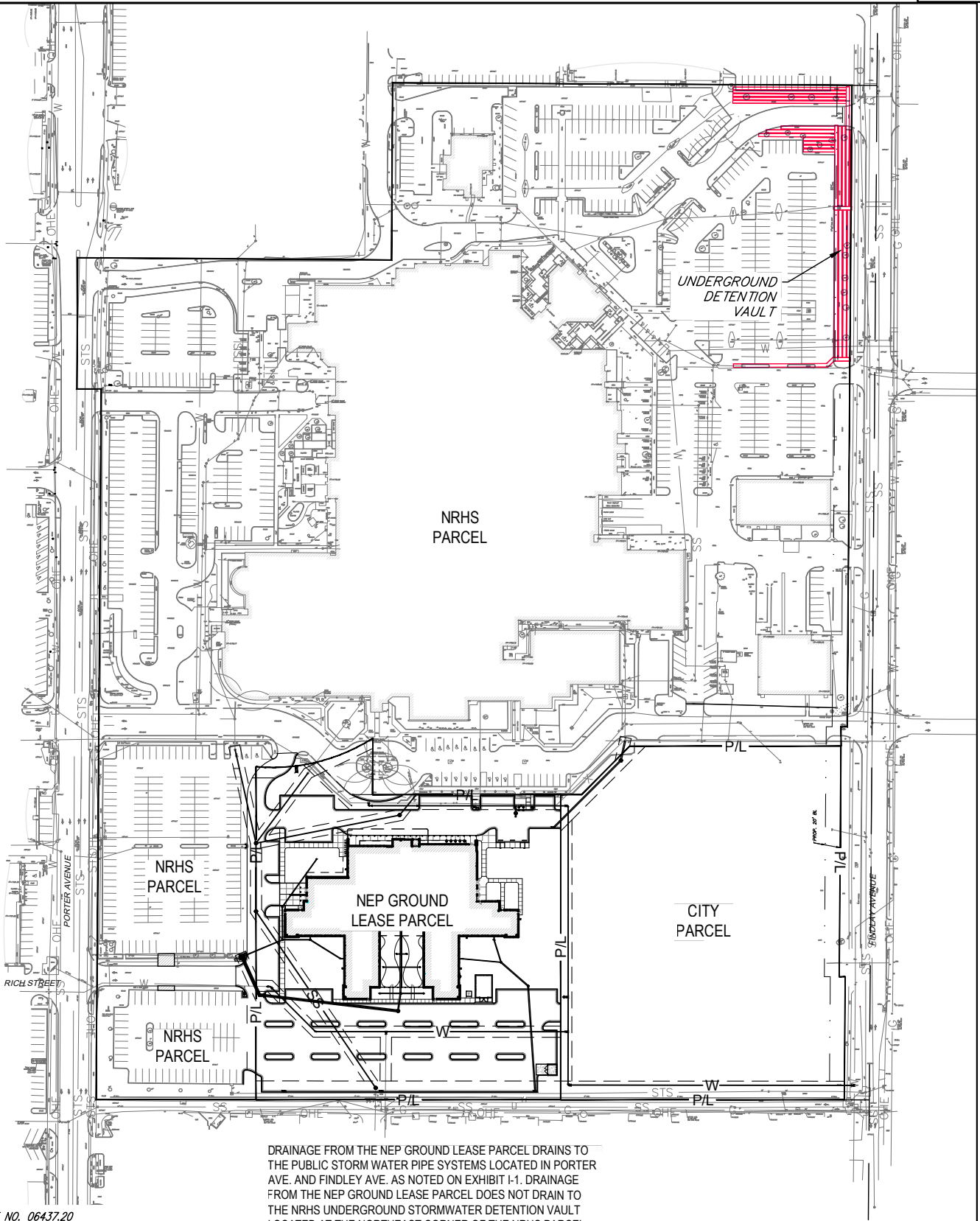


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EXHIBIT I-2
Map Depicting the Stormwater Detention Vault

[exhibit follows this cover page]



DRAINAGE FROM THE NEP GROUND LEASE PARCEL DRAINS TO THE PUBLIC STORM WATER PIPE SYSTEMS LOCATED IN PORTER AVE. AND FINDLEY AVE. AS NOTED ON EXHIBIT I-1. DRAINAGE FROM THE NEP GROUND LEASE PARCEL DOES NOT DRAIN TO THE NRHS UNDERGROUND STORMWATER DETENTION VAULT LOCATED AT THE NORTHEAST CORNER OF THE NRHS PARCEL.

SMC PROJECT NO. 06437.20
DATE: NOVEMBER 30, 2022

SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OKLAHOMA

REA
EXHIBIT I-2

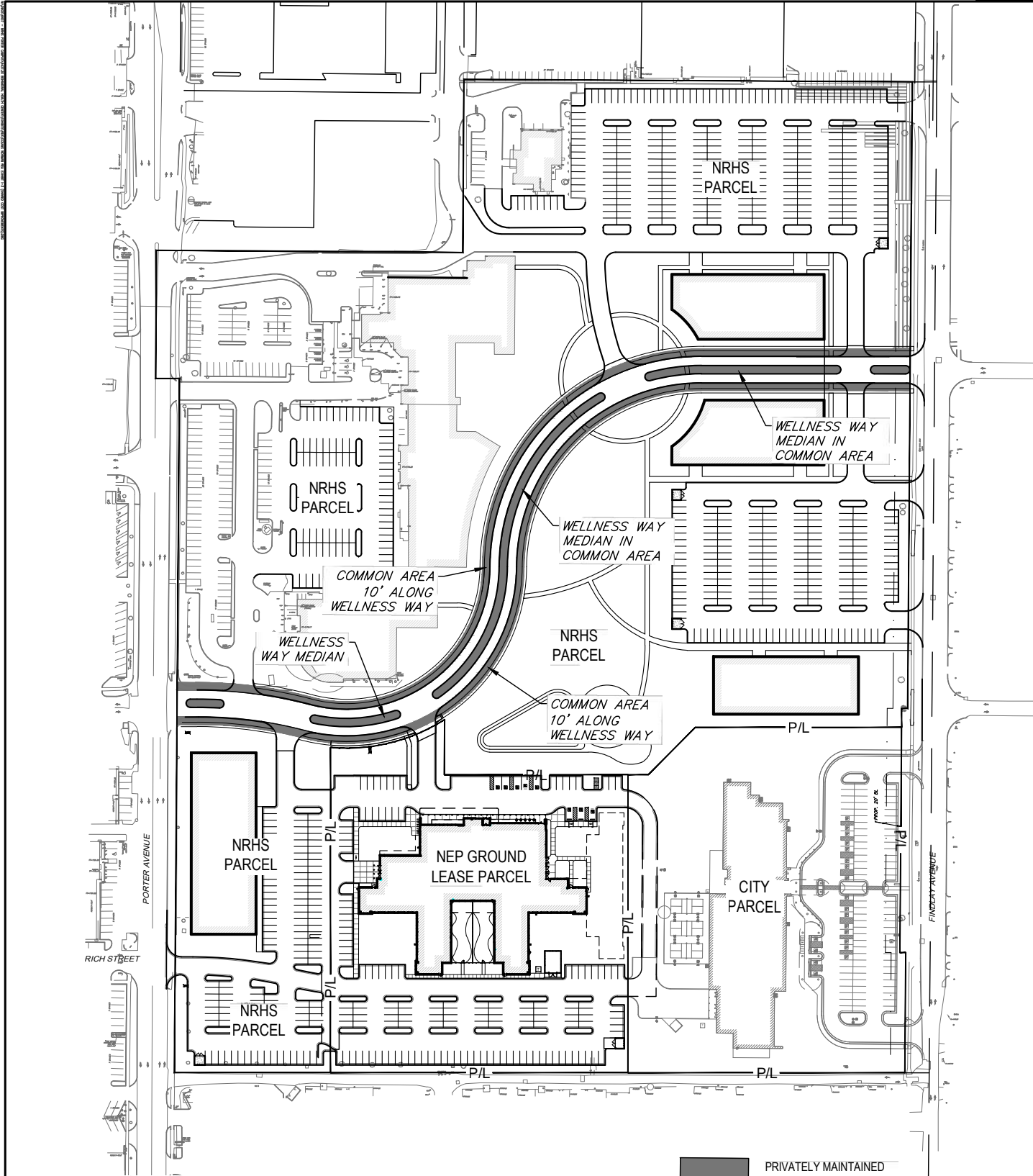


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EXHIBIT I-3
Wellness Way

[exhibit follows this cover page]



SMC PROJECT NO. 06437.20
 DATE: DECEMBER 2, 2022

PRIVATELY MAINTAINED ROW ELEMENTS

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OKLAHOMA

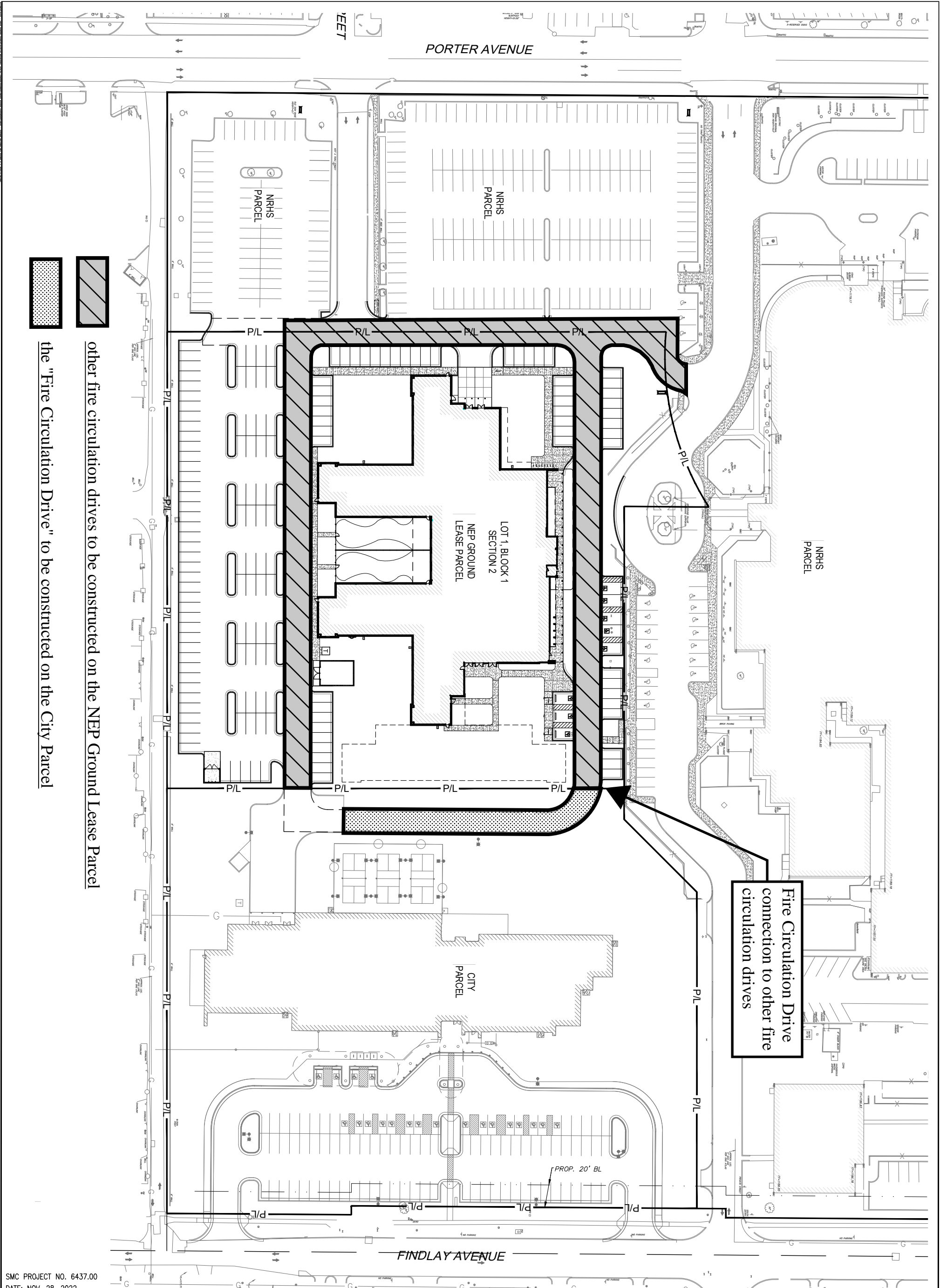
REA
 EXHIBIT I-3

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EXHIBIT J
Fire Circulation Drive

[exhibit follows this cover page]



other fire circulation drives to be constructed on the NEP Ground Lease Parcel
 the "Fire Circulation Drive" to be constructed on the City Parcel

Fire Circulation Drive
 connection to other fire
 circulation drives

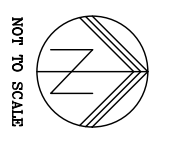
SMC PROJECT NO. 6437.00
 DATE: NOV. 28, 2022

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OK

EXHIBIT J

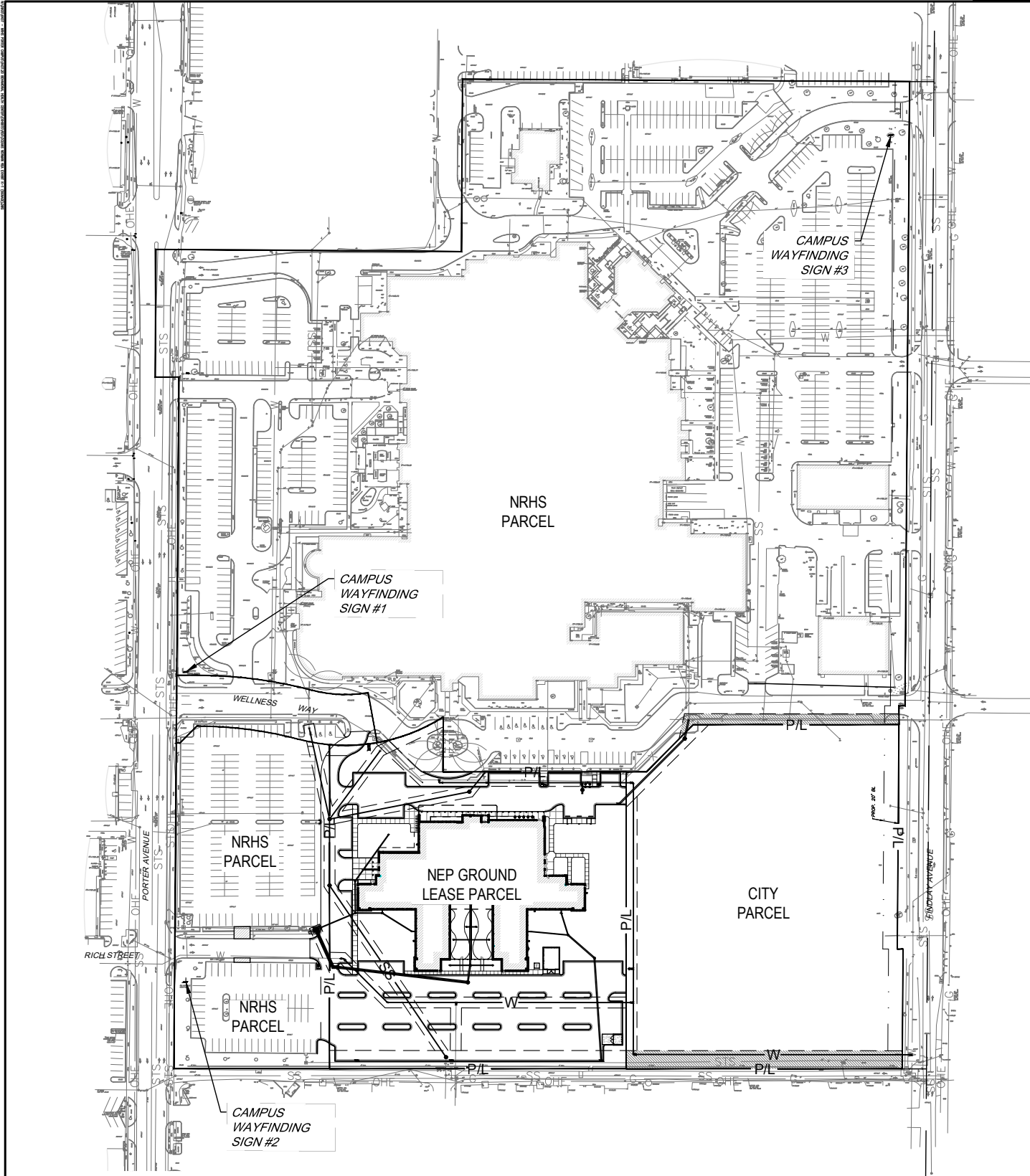
REA
 Fire Circulation Drive



FOR CONSULTING ENGINEERS ONLY
 THIS DOCUMENT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED BY SMC CONSULTING ENGINEERS, P.C.

EXHIBIT K-1
Campus Wayfinding Signage Locations

[exhibit follows this cover page]




SMC PROJECT NO. 06437.20
 DATE: SEPTEMBER 27, 2023

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OKLAHOMA

REA
 EXHIBIT K-1
 CAMPUS WAYFINDING
 SIGNAGE LOCATIONS



NOT TO SCALE

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EXHIBIT K-2
Initial Campus Wayfinding Sign Designs

[exhibit follows this cover page]

1

Porter Health Village

Behavioral Health Center
Porter Health Village

↑ EMERGENCY

→ Cancer Management

⇒ Education Center

901 N. Portor Ave.
Norman OK 73071

2

Porter Health Village

Behavioral Health Center
Porter Health Village

←

↑

↑

←

←

←

901 N. Portor Ave.
Norman OK 73071

3

Porter Health Village

Behavioral Health Center
Porter Health Village

→ Northeast Entry

↑ Cancer Management

↑ South Entry

→ Oncology

→ Outpatient Services

→ Registration

901 N. Portor Ave.
Norman OK 73071

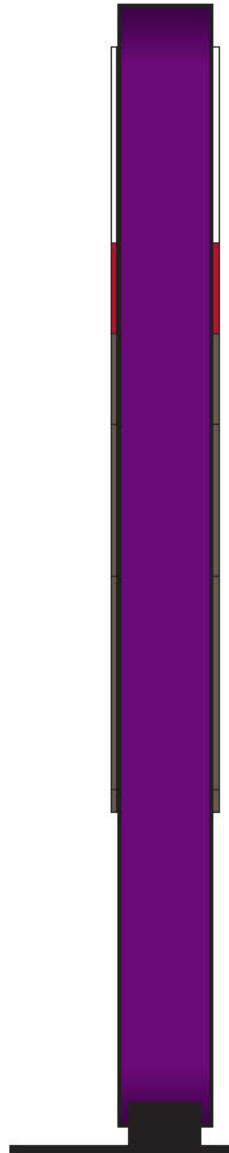
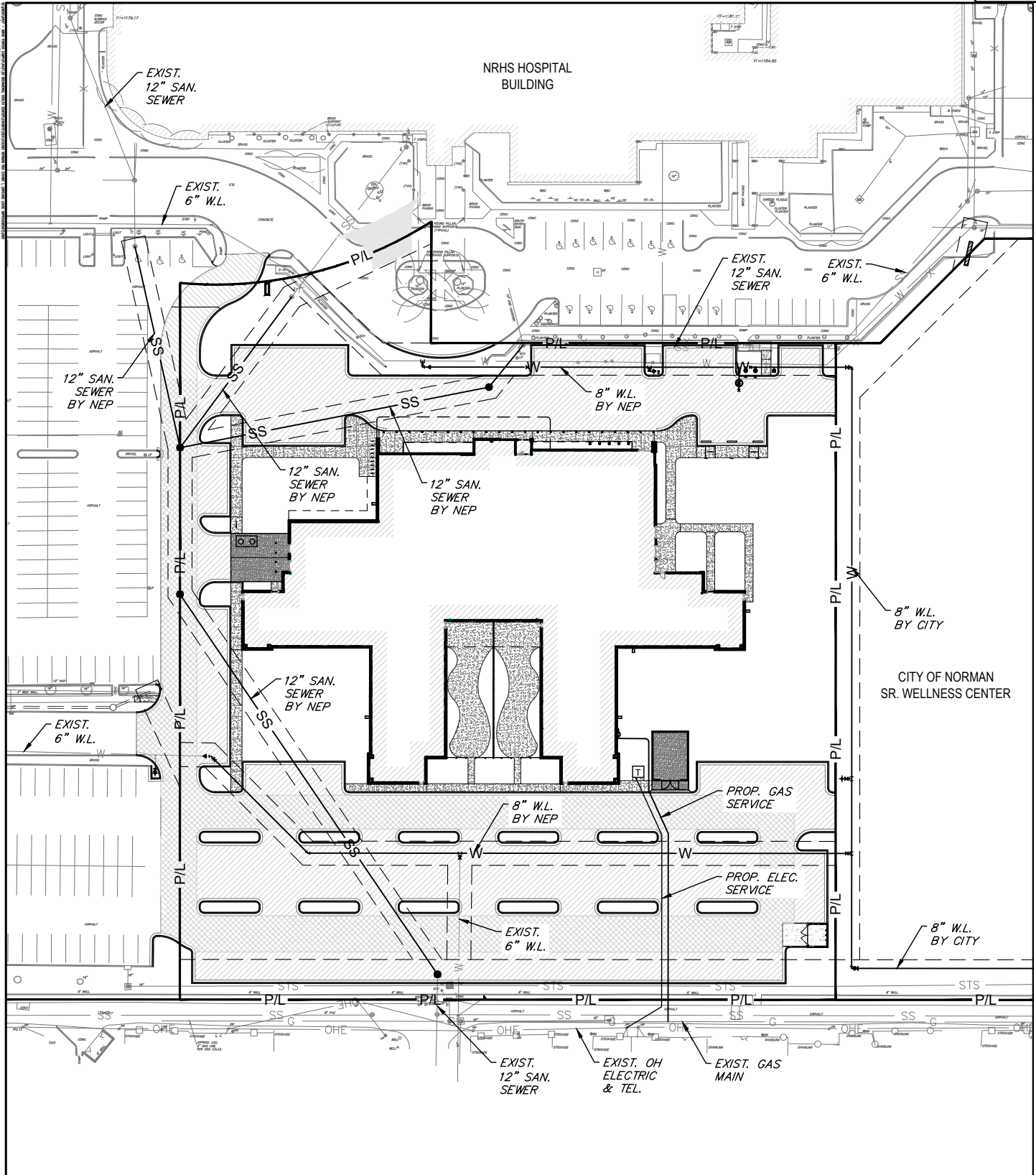


EXHIBIT L
NRHS-Approved NEP Ground Lease Parcel Improvements

[exhibit follows this cover page]



SMC PROJECT NO. 06437.20
 DATE: NOVEMBER 22, 2022

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OKLAHOMA

REA - EXHIBIT L
 GROUND LEASE
 IMPROVEMENTS



NOT TO SCALE

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EXHIBIT M
Campus Rules

1. **Purpose.** The purpose of these Campus Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of “the norm.” In fact, it is expressly intended that the Founder have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Rules, based on aesthetic or other considerations consistent with the REA and other established guidelines. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approved or enforcement rights, nor shall it preclude the Founder from taking enforcement action in any appropriate circumstances.

2. **Restricted Activities and Conditions.** Unless expressly authorized by, and then subject to such conditions as may be imposed by the Founder, the following activities or conditions shall not be (i) undertaken or caused anywhere on the Campus by any Owner or occupant of any Parcel within the Campus or by its tenants, employees, customers, or invitees, (ii) permitted or invited to occur or continue on any Parcel by the Owner or occupant of such Parcel; except (x) to the extent undertaken by or authorized by the Founder in the course of development of the Campus, or (y) to the extent such activities occur on a parcel subject to public ownership and may be reasonably construed as subject to the protections of the First Amendment to the United States Constitution and any equivalent protections under the laws of the state of Oklahoma:

(a) Soliciting, posting of handbills, posters, flyers, or leaflets, or distribution of commercial or advertising materials;

(b) Outdoor use of amplified sound or speakers, excepting authorized public events (subject to applicable government regulations);

(c) Parking of commercial equipment, trucks, trailers, or delivery vehicles on public streets or thoroughfares or areas subject to the Drive Lane Easements; provided, however, that construction, service, and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to an Owner or other permitted occupant of a Parcel.

(d) Outdoor overnight parking of commercial vehicles, trailers, construction equipment, or other any vehicles other than passenger automobiles in any part of the Campus; provided, however, that an Owner or permitted occupant of a Parcel may, subject to all applicable laws and ordinances, permit overnight parking in the parking areas of a Parcel in the case of (i) any commercial vehicles or trailers used in connection with the business or operations conducted by such Owner or occupant on the Parcel, or (ii) vehicles or trailers used in connection with construction activities approved under the Agreement

(e) Raising, breeding, or keeping animals for any commercial purpose, or bringing animals onto the Campus other than (i) therapy animals in connection with the medical services provided by the Owner or occupant, or (ii) service animals trained to provide assistance to a person with a disability. Any permitted animals that are allowed to roam free or that, in the Founder's determination, make noise that disturbs the peace on any other Parcel, endanger the health and safety of other Owners or users of the Campus, or constitute a nuisance shall be removed at the Founder's request.

(f) Any activity that emits foul or obnoxious odors, hazardous fumes, or other pollutants outside an Owner's Parcel or creates noise, vibration, shock, heat, glare, or other conditions that tend to disturb the peace or threaten the safety of Owners or occupants of other Parcels or persons using the public street within the Campus;

(g) Any activity that violates local, state, or federal laws or regulations; however, the Founder shall have no obligation to take enforcement action in the event of a violation;

(h) Creating, or allowing to continue, any unsanitary, unclean, rusty, or dilapidated condition to arise or continue with respect to any equipment or the exterior portions of any improvement on a Parcel.

(i) Outside burning of trash, leaves, debris, or other materials;

(j) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be reasonably likely to disturb the peace on other Parcels, except alarm devices used exclusively for security purposes or use in the course of authorized public events (subject to applicable governmental regulations);

(k) Accumulation of rubbish, trash, or garbage except between regular garbage pickups, and then only in approved containers;

(l) Discharge of firearms in violation of applicable law, including Norman Municipal Code 24-402 and Oklahoma law; provided, the Founder shall have no obligation to take action to prevent or stop such discharge;

(m) Use of revolving, rotating, or other moving light beams specifically designed and intended to project light beams beyond the boundaries of the Parcel;

(n) Posting or placement of any banners, signs, or other form of advertising on or adjacent to a Parcel or on the rights-of-way of public streets (in compliance with applicable governmental regulations) within the Campus, excepting, however, materials approved pursuant to the Minimum Design Guidelines then in effect under the Agreement and as required by applicable City signage regulations; provided that this provision shall not prohibit parking on a Parcel of service or delivery vehicles with commercial lettering and logos of the size and kind customarily used in the type of business conducted by the Owner or occupant from such Parcel, provided that such vehicle

is primarily used to make deliveries **or** provide service to customers (i.e., not as a substitute for, or to avoid the requirement of approval for, signs) and the total area of such advertising does not exceed 6 square feet on any side of the vehicle;

(o) Outdoor storage of equipment or inventory, or use of any trailer, portable storage unit, or temporary structure for storage of equipment or inventory;

(p) Any modification of any thing, permanently, on the outside portions of the improvements on a Parcel, except in strict compliance with the applicable laws and regulations and Design Guidelines then in effect under the Agreement; **except** that:

(i) An antenna designed to receive direct broadcast satellite services, including direct-to-home or direct-to-business satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multi-point distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, “**Permitted Antennas**”) shall be permitted on Parcels, subject to such reasonable requirements as to location and screening that may be set forth in the Design Guidelines, consistent with applicable law, to minimize obtrusiveness as viewed from public streets and other portions of the Campus.

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

“NRHS”

NORMAN REGIONAL HOSPITAL AUTHORITY,
an Oklahoma Public Trust, d/b/a Norman Regional Health System

By: *Richie Splitt*
Name: Richie Splitt
Title: President and Chief Executive Officer

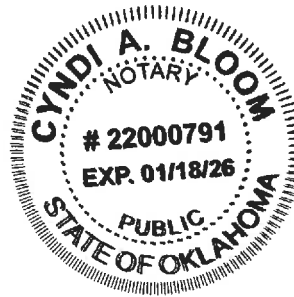
STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of September, 2023, personally appeared **RICHIE SPLITT**, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that **RICHIE SPLITT** executed the same as the **PRESIDENT AND CHIEF EXECUTIVE OFFICER** of **NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust, d/b/a Norman Regional Health System**, as free and voluntary act and deed of such **Oklahoma public trust**, for the uses and purposes therein set forth.

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

Notary Public: *Cyndi A. Bloom*

My Commission Expires: 01-18-2026



“NEP GROUND LESSEE”

NEP Norman, LP

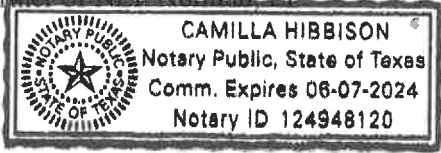
By: NEP Norman GP, LLC, its General Partner

By: New Era Companies, LLC, its Manager

By: 
Daryn Eudaly, Manager

STATE OF Texas)
COUNTY OF Tarrant) ss.

This instrument was acknowledged before me on September 27th, 2023 by Daryn Eudaly, as Manager of New Era Companies, LLC, the Manager of NEP Norman GP, LLC, the General Partner of NEP Norman, LP.

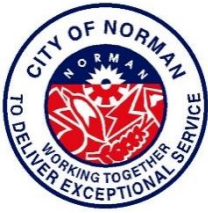



Notary Public

My commission number is 124948120
and my commission expires 06-07-2024

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF EASEMENT E-2324-26: A PERMANENT DRAINAGE AND UTILITY EASEMENT FROM NORMAN REGIONAL HOSPITAL AUTHORITY TO THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Jason Olsen, Director of Parks & Recreation

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF EASEMENT E-2324-26: A PERMANENT DRAINAGE AND UTILITY EASEMENT FROM NORMAN REGIONAL HOSPITAL AUTHORITY TO THE CITY OF NORMAN.

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a one-half percent (½%) sales tax increase over 15 years. The NORMAN FORWARD Initiative included authorization for a project to construct a new Senior Citizen's Recreation Center. After ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE).

The AWE will be located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Wellness Village, off North Findlay Avenue. The new AWE will include an indoor, heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track and training space; a fitness classroom area; lounge and game rooms; both wet and dry craft areas; a small prep and demonstration kitchen; and multipurpose rooms that can be used for eating, events, classes, theatrical plays, games, and much more.

The AWE was authorized in the NORMAN FORWARD initiative in 2015 but was unfunded at that time. The AWE was later funded through two Council actions: re-allocation of Norman Forward funds through securing the Griffin Parkland with a long-term land lease instead of a land purchase (\$7.4 million); an allocation of \$4.8 million from federal Coronavirus Aid, Relief & Economic Security (CARES) Act reimbursements (Resolution R-2021-63); and a land exchange with the Norman Regional Hospital System where the City received \$426,000 in cash and what was then appraised for \$1.2 million in property (718 N. Porter) for a total of a \$14 million budget for construction and design. On December 13, 2022, the Council appropriated \$1.2 million in General Fund balance to up-front the anticipated revenue from the sale of the 718 N. Porter property. The sale proceeds have not been reimbursed to the General Fund; effectively, the General Fund has contributed \$1.2 million to the AWE project.

Oklahoma City architectural and engineering (A/E) firm Frankfurt, Short, Bruza (FSB) was selected as the A/E consultant for this project in March 2018. FSB has completed the project's schematic design and construction documents and is assisting with construction administration

through the project's completion. The AWE project is scheduled to open in late Fall of this year; final furniture, fixture, and equipment purchases are being made.

The property on which the AWE project is located is directly adjacent, to the east, of property owned by the Norman Regional Hospital Authority d/b/a Norman Regional Health System ("NRHS"), and subject to a long-term lease by NRHS to NEP Norman, LP ("NEP Parcel"). As a long-term ground lessee, NEP has constructed the structure on the NEP Parcel and coordinated with the City of Norman regarding the construction of a fire circulation drive for the joint use and benefit of the City Parcel and NEP Parcel. NEP wishes to connect drainage infrastructure constructed on the NEP Parcel to existing drainage infrastructure underlying property owned by NRHS, which in turn connects to existing public drainage infrastructure underlying Findlay Avenue. The City requires that NRHS convey an easement for existing drainage or future utility infrastructure underlying its property so that NEP may properly utilize it, as proposed, for drainage from the NEP Parcel.

DISCUSSION:

While the REA is an agreement between NEP, NRHS, and the City, this Permanent Drainage and Utility Easement is being conveyed directly from NRHS to the City of Norman. The conveyance of this easement is not only necessary for the NEP's drainage parcel but is necessarily conveyed concurrently with the City Council's consideration of the REA. As the easement is integral to the REA, and good and valuable consideration is acknowledged by NRHS in the City's consideration and approval of the REA, no additional compensation is required by the City to accept Easement E-2324-26.

The City has evaluated the proposed easement and finds that acceptance under these conditions is fair and equitable, and acceptance will ultimately be beneficial to the City and its ability to maintain public infrastructure.

The approval of Easement E-2324-26 is thus contingent upon the concurrent approval of the REA, K-2324-84. In turn, approval of the REA requires the City's simultaneous approval of Contract K-2324-68, a Compensation Agreement between NEP and the City relating to the construction, access, and ongoing use of a Fire Circulation Drive. The Compensation Agreement, the REA, and the NRHS Easement are thus presented as companion items for the City Council's consideration.

RECOMMENDATION:

City Staff recommends approval of E-2324-26, and its companion items K-2324-68 and K-2324-84, as well as direction that E-2324-26 be filed of record.

GRANT OF EASEMENT

City of Norman

Know all men by these presents:

That **NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust, d/b/a Norman Regional Health System**, for and in consideration of the sum of Ten Dollars and Other Valuable Consideration (\$10.00 and OVC), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation, a public utility and drainage easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, the following described land to wit:

See ATTACHMENTS A and B

Said tract containing 4,131 sq ft or 0.0948 acres, more or less.

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

PUBLIC DRAINAGE AND UTILITIES

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

Signed and delivered this 27th day of September, 2023.

NORMAN REGIONAL HOSPITAL AUTHORITY,
an Oklahoma public trust,
d/b/a Norman Regional Health System

By: *Richie Splitt*
Name: Richie Splitt
Title: President and Chief Executive Officer

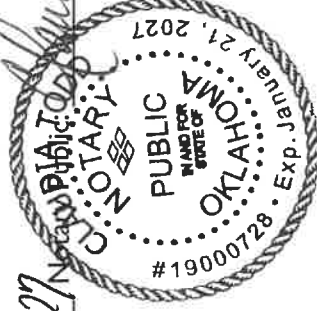
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of September, 2023, personally appeared **RICHIE SPLITT**, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that **RICHIE SPLITT** executed the same as the **PRESIDENT AND CHIEF EXECUTIVE OFFICER of NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust, d/b/a Norman Regional Health System**, as free and voluntary act and deed of such **Oklahoma public trust**, for the uses and purposes therein set forth.

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

My Commission Expires: January 21, 2027 *Notary Public, Todd Auduc, Jdell*



Approved as to form and legality this 28 day of September, 2023.
Elizabeth Ludala
City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk
SEAL:

ATTACHMENT 'A'

UTILITY AND DRAINAGE EASEMENT TO SERVE
NORMAN REGIONAL HOSPITAL SYSTEM PORTER CAMPUS SECTION 2
DESCRIPTION

A tract of land lying in the Northwest Quarter of Section Twenty-Nine (29), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows;

COMMENCING at the northeast corner of Lot 1, Block 1 Norman Regional Hospital System Porter Campus Section 2, a plat recorded in the office of the Cleveland County Clerk in Book 25 of plats, Page 242;

THENCE North 89°26'27" East a distance of 27.51 feet;

THENCE North 44°26'27" East a distance of 92.14 feet to the POINT OF BEGINNING;

THENCE continuing North 44°26'27" East a distance of 21.21 feet;

THENCE North 89°26'27" East a distance of 268.00 feet to a point on the west right of way line of Findlay Avenue;

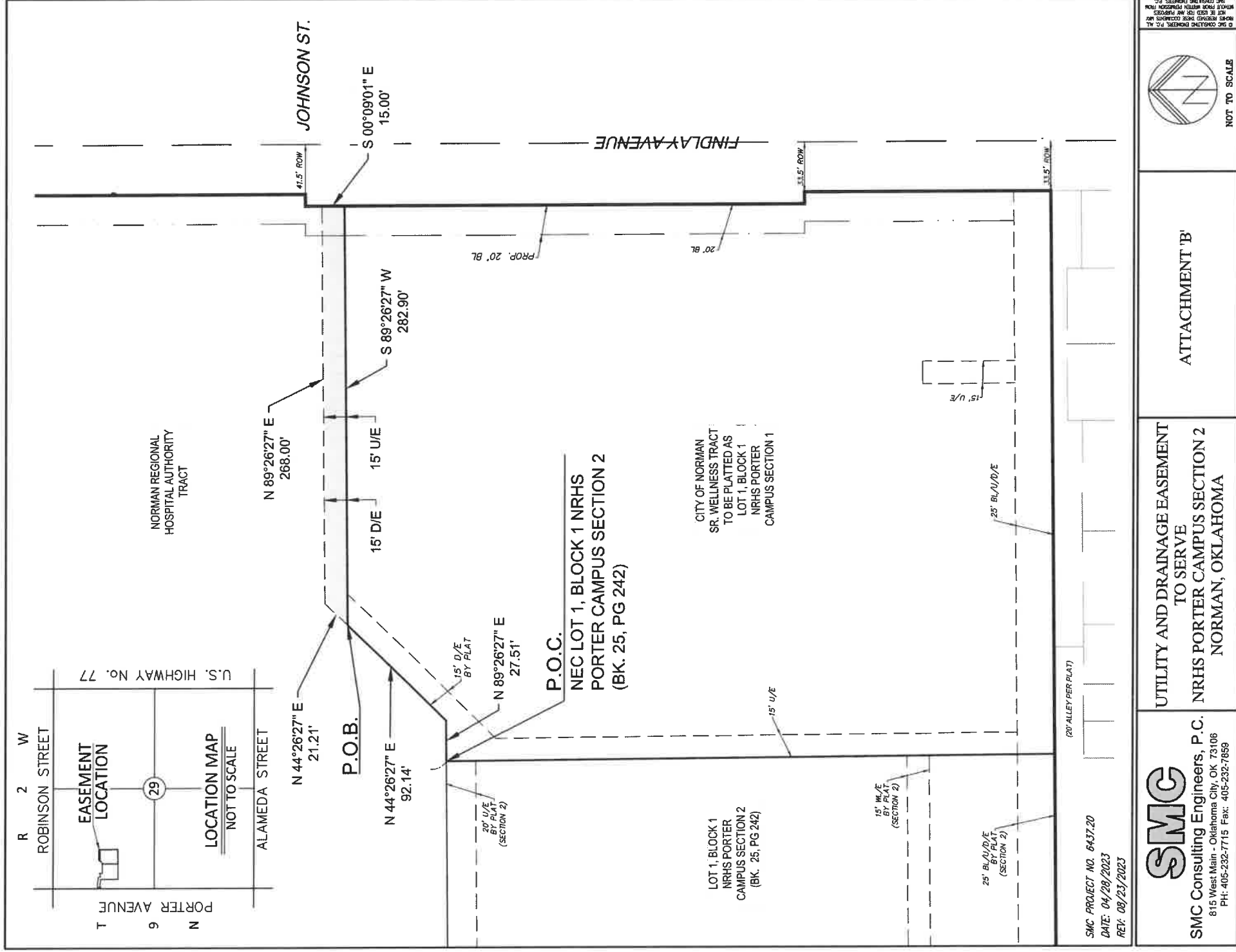
THENCE South 00°09'01" East along said east right of way line of Findlay Avenue a distance of 15.00 feet;

THENCE South 89°26'27" West a distance of 282.90 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 4,131 S.F. or 0.0948 acres, more or less.

The Oklahoma State Plane Coordinate System (NAD83 -South Zone) using a bearing of South 00°09'01" East on the west line of the Northwest Quarter of Section 29, Township 9 North, Range 2 West of the Indian Meridian was used as the basis of bearings for this legal description.

Prepared by: Terence L. Haynes, P.E. OK#16820
SMC Consulting Engineers, P.C.
815 West Main Street, Oklahoma City, OK 73106
August 23, 2023



File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-68: A COMPENSATION AGREEMENT BETWEEN THE CITY OF NORMAN AND NEP NORMAN, LP, FOR NEP'S REIMBURSEMENT OF COSTS FOR THE CITY'S CONSTRUCTION OF A FIRE CIRCULATION DRIVE ON THE ADULT WELLNESS AND EDUCATION CENTER PROPERTY TO BE JOINTLY UTILIZED BY NEP AND THE CITY PURSUANT TO FURTHER AGREEMENT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Jason Olsen, Director of Parks & Recreation

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-68: A COMPENSATION AGREEMENT BETWEEN THE CITY OF NORMAN AND NEP NORMAN, LP, FOR NEP'S REIMBURSEMENT OF COSTS FOR THE CITY'S CONSTRUCTION OF A FIRE CIRCULATION DRIVE ON THE ADULT WELLNESS AND EDUCATION CENTER PROPERTY TO BE JOINTLY UTILIZED BY NEP AND THE CITY PURSUANT TO FURTHER AGREEMENT.

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a one-half percent (½%) sales tax increase over 15 years. The NORMAN FORWARD Initiative included authorization for a project to construct a new Senior Citizen's Recreation Center. After ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE).

The AWE will be located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Wellness Village, off North Findlay Avenue. The new AWE will include an indoor, heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track and training space; a fitness classroom area; lounge and game rooms; both wet and dry craft areas; a small prep and demonstration kitchen; and multipurpose rooms that can be used for eating, events, classes, theatrical plays, games, and much more.

The AWE was authorized in the NORMAN FORWARD initiative in 2015 but was unfunded at that time. The AWE was later funded through two Council actions: re-allocation of Norman Forward funds through securing the Griffin Parkland with a long-term land lease instead of a land purchase (\$7.4 million); an allocation of \$4.8 million from federal Coronavirus Aid, Relief & Economic Security (CARES) Act reimbursements (Resolution R-2021-63); and a land exchange with the Norman Regional Hospital System where the City received \$426,000 in cash and what was then appraised for \$1.2 million in property (718 N. Porter) for a total of a \$14 million budget for construction and design. On December 13, 2022, the Council appropriated \$1.2 million in General Fund balance to up-front the anticipated revenue from the sale of the 718 N. Porter property. The sale proceeds have not been reimbursed to the General Fund; effectively the General Fund has contributed \$1.2 million to the AWE project.

Oklahoma City architectural and engineering (A/E) firm Frankfurt, Short, Bruza (FSB) was selected as the A/E consultant for this project in March 2018. FSB has completed the project's schematic design and construction documents and is assisting with construction administration through the project's completion. The AWE project is scheduled to open in late Fall of this year; final furniture, fixture, and equipment purchases are being made.

The property on which the AWE project is located is directly adjacent, to the east, of property owned by the Norman Regional Hospital Authority d/b/a Norman Regional Health System ("NRHS") and subject to a long-term lease by NRHS to NEP Norman, LP ("NEP Parcel"). As a long-term ground lessee, NEP has constructed the structure on the NEP Parcel and coordinated with the City of Norman regarding the construction of a fire circulation drive for the joint use and benefit of the City Parcel and NEP Parcel. The terms of the agreed access are set forth separately in that certain Reciprocal Easement Agreement ("REA") between NEP, NRHS, and the City and presented as a companion to this item for City Council Consideration as K-2324-84.

DISCUSSION:

Unlike the REA, this Compensation Agreement is only entered into between the City of Norman and NEP. The Agreement provides that NEP is responsible to pay fifty percent (50%) of the construction cost associated with the portion of the Fire Circulation Drive that sits on the City Parcel. Construction of the Fire Circulation Drive on the City Parcel is complete, and the parties have agreed that NEP's share under this Agreement is \$37,609.76.

This expense, as well as the City's use of the portion of the Fire Circulation Drive located on the NEP Parcel, is the consideration provided by NEP in exchange for the City's accommodation of the drive on the City Parcel for NEP's use in compliance with the terms of the REA. City Staff has evaluated this exchange and finds the compensation to be fair and equitable, and the overall agreement of access is ultimately beneficial to the City.

The approval of the Compensation Agreement, K-2324-68, is contingent upon the concurrent approval the REA, K-2324-84. In turn, approval of the REA requires the City's concurrent acceptance of Easement E-2324-26, a drainage and utility easement from NRHS to the City of Norman ("NRHS Easement"). The Compensation Agreement, the REA, and the NRHS Easement are thus presented together as companion items for the City Council's consideration.

Upon approval of this Agreement by City Council and complete execution by all parties, \$37,609.76 is immediately available for deposit in revenue account Reimbursements-Refunds-Miscellaneous General (Account No. 109-365251) by the City, in complete satisfaction of NEP's obligations hereunder.

RECOMMENDATION:

City Staff recommends approval of K-2324-68 and its companion items, K-2324-84 and E-2324-26.

COMPENSATION AGREEMENT
(NEP NORMAN, LP – NORMAN REGIONAL PORTER CAMPUS)

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Norman, a municipal corporation (hereinafter “City”), and NEP Norman, LP, a Texas Limited Partnership authorized to do business in the State of Oklahoma (hereinafter “NEP”) with reference to the following:

RECITALS:

WHEREAS, City and NEP have agreed, or shortly following the execution hereof will agree, to reciprocal access as set forth in that certain Reciprocal Easement Agreement (Porter Avenue Campus) (hereinafter “REA”) between City, NEP and Norman Regional Hospital Authority, an Oklahoma public trust d/b/a Norman Regional Health System (hereinafter “NRHS”) regarding the Fire Circulation Drive identified, described and set forth therein, including, without limitation, as set forth in Exhibit J attached thereto, such Exhibit J also being attached hereto as Exhibit A;

WHEREAS, NEP has a Ground Lease for use of the NEP Ground Lease Parcel, which is directly adjacent to the City Parcel, as those parcels are identified in the REA;

WHEREAS, the City has constructed and installed the Fire Circulation Drive in a manner conforming to the mutual agreement of City and NEP, as set forth in Exhibit A hereto;

AND WHEREAS, the parties enter into this Compensation Agreement in order to set forth the terms of NEP’s compensation to the City for the aforementioned construction of the Fire Circulation Drive.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt of which are hereby acknowledged, and as reflected in the attached exhibits, the parties hereby agree as follows:

1. **The Consent and Easement Agreement.** Subject to NEP and City’s approval and execution of the REA, and in exchange for the good and valuable consideration described herein, receipt of which is acknowledged by NEP, NEP shall immediately bear and pay fifty percent (50%) of the total Cost of constructing the Fire Circulation Drive on the City Parcel, including all Change Orders and any savings ultimately achieved during the construction. Final cost information has been provided to NEP by the City and the parties agree that fifty percent (50%) of the total cost, and the amount owed immediately by NEP is: **THIRTY-SEVEN THOUSAND SIX HUNDRED NINE AND 76/100 DOLLARS (\$37,609.76)**, and upon NEP’s payment of such sum, NEP shall be relieved of any further obligation to contribute to the Cost of constructing the Fire Circulation Drive.

- 2. **Advice of Counsel.** The parties represent that they have or could have been fully advised by independent legal counsel with respect to the legal effect of the terms of this Compensation Agreement and hereby execute the same with full legal knowledge of the terms, conditions, and covenants herein.
- 3. **Capacity for Agreement.** The parties hereby and represent that its signatory party(ies) are vested with the authority to legally bind each party to the terms of this Agreement.
- 4. **Entire Agreement.** This document represents the entire agreement between the Parties with respect to the cost to construct the Fire Circulation Drive. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter of this Compensation Agreement, including all exhibits, are now merged herein.
- 5. **Assignability.** This agreement shall not be assigned, except by written agreement of the other party. The REA, as stated therein, is a covenant running with the land and shall benefit/burden the parties' successors and/or assigns.
- 6. **Survival of Terms.** The terms and conditions of this Agreement will survive the execution and delivery of the conveyances or other rights and interests created by this Agreement.
- 7. **Execution in Counterparts.** This Agreement may be executed in in one or more counterparts, each of which shall be deemed an original for the purposes of this Agreement.

THIS AGREEMENT is effective the date and time first above written.

CITY OF NORMAN, OKLAHOMA,
A municipal corporation

Mayor Larry Heikkila

Attest:

City Clerk

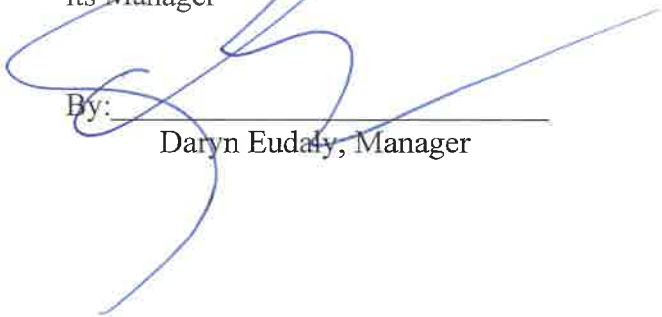
APPROVED as to form and legality this 26 day of September, 2023.


Office of the City Attorney

NEP Norman, LP,
a Texas limited partnership

By: **NEP Norman GP, LLC,**
a Texas limited liability company,
its General Partner

By: **New Era Companies, LLC,**
a Texas limited liability company,
its Manager

By: 

Daryn Eudaly, Manager

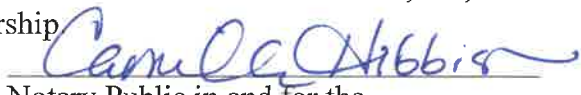
Attest:



BRAD McCAFFERTY

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19th day of September, 2023 by Daryn Eudaly, Manager of New Era Companies in its capacity as the Manager of NEP Norman GP, LLC, in its capacity as the General Partner of NEP Norman, LP, a Texas limited partnership, on behalf of said Partnership



Notary Public in and for the
State of Texas

My commission expires: 06/07/2024

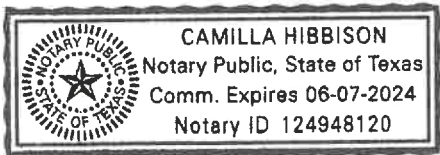
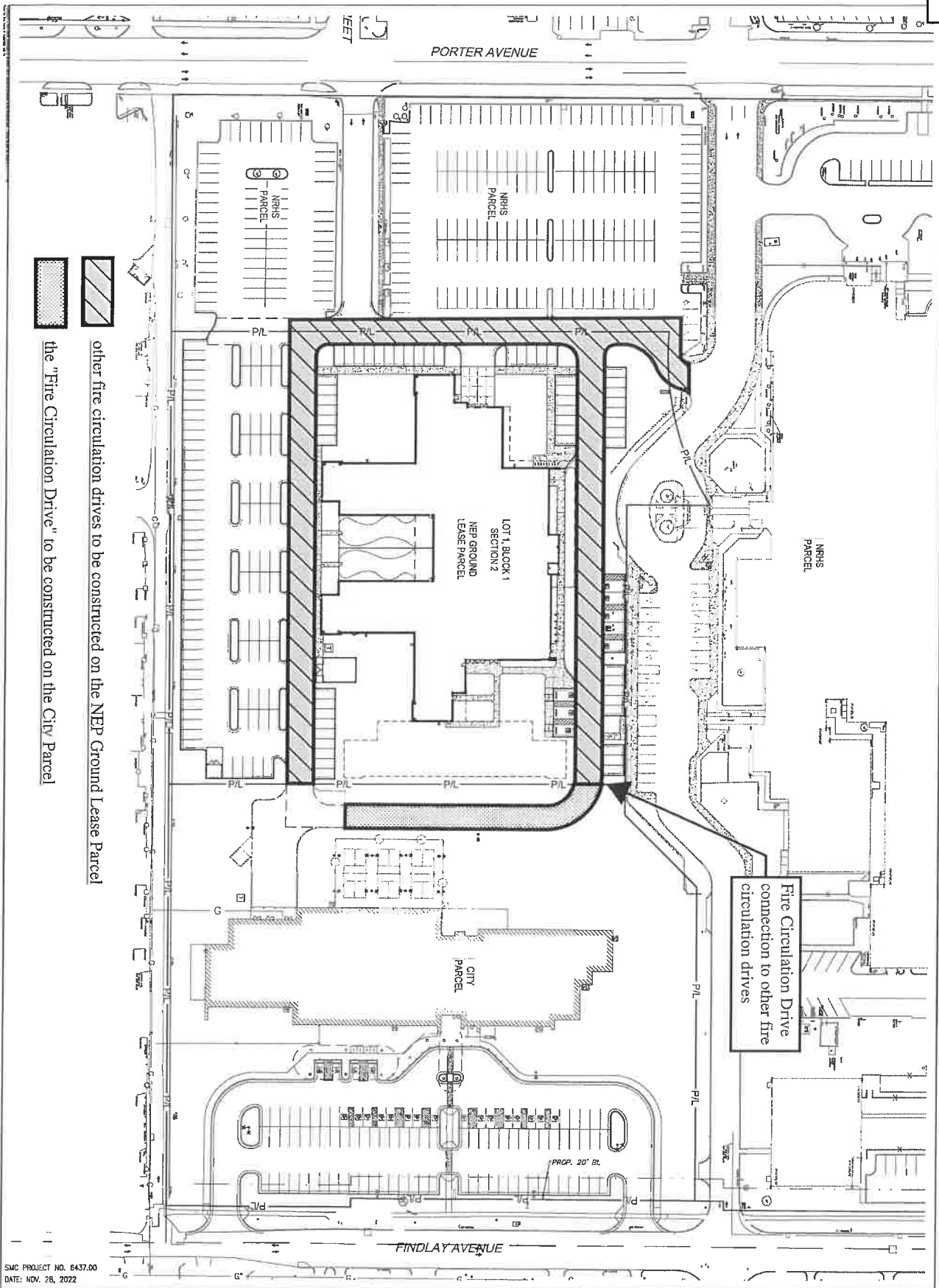




Exhibit "A"

Fire Circulation Drive Exhibit



 other fire circulation drives to be constructed on the NEP Ground Lease Parcel
 the "Fire Circulation Drive" to be constructed on the City Parcel

Fire Circulation Drive connection to other fire circulation drives

SMC PROJECT NO. 6437.00
DATE: NOV. 28, 2022


SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73109
PH: 405-232-7715 Fax: 405-232-7859

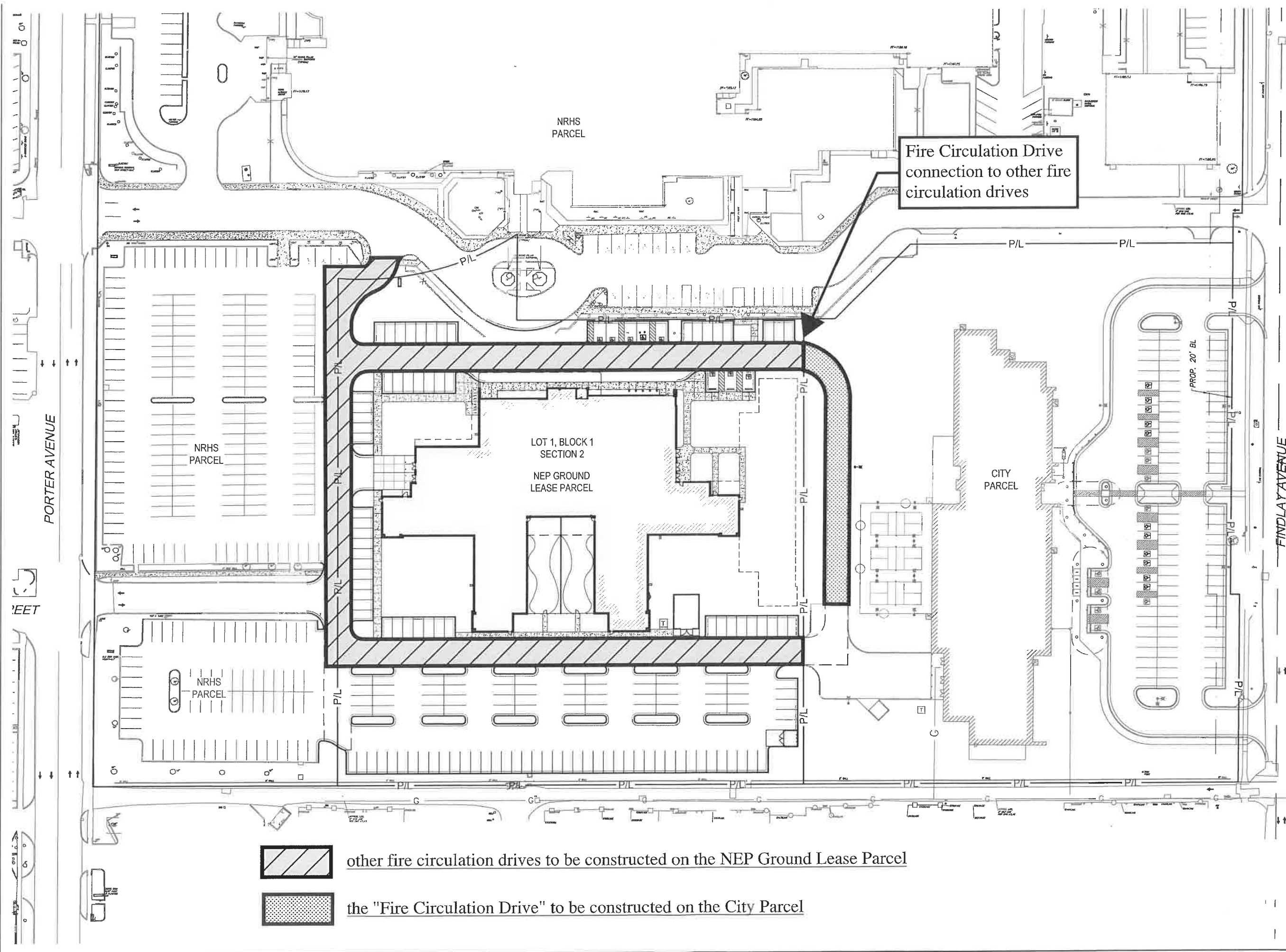
OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OK

EXHIBIT A

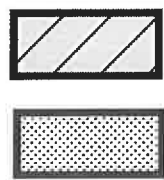
Fire Circulation Drive

NOT TO SCALE





Fire Circulation Drive connection to other fire circulation drives



other fire circulation drives to be constructed on the NEP Ground Lease Parcel

the "Fire Circulation Drive" to be constructed on the City Parcel

Fire Circulation Drive

EXHIBIT A

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OK

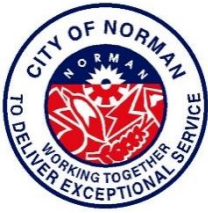
SMC PROJECT NO. 6437.00
DATE: NOV. 28, 2022



SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

File Attachments for Item:

11. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$71,489 FROM THE UNITED STATES DEPARTMENT OF JUSTICE/OFFICE OF JUSTICE PROGRAMS (DOJ/OJP) THROUGH THE OFFICE FOR VICTIMS OF CRIME (OVC) AND AUTHORIZED THROUGH THE VICTIMS OF CRIME ACT (VOCA) TO BE USED BY THE POLICE DEPARTMENT TO EMPLOY AND PROVIDE TRAINING FOR A VICTIM ADVOCATE, CONTRACT K-2324-78, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: John Stege, Police Standards Administrator

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$71,489 FROM THE UNITED STATES DEPARTMENT OF JUSTICE/OFFICE OF JUSTICE PROGRAMS (DOJ/OJP) THROUGH THE OFFICE FOR VICTIMS OF CRIME (OVC) AND AUTHORIZED THROUGH THE VICTIMS OF CRIME ACT (VOCA) TO BE USED BY THE POLICE DEPARTMENT TO EMPLOY AND PROVIDE TRAINING FOR A VICTIM ADVOCATE, CONTRACT K-2324-78, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

We estimate that 60-70% of the victims of violent crime in Norman are unable to receive services from community advocacy partners due to their specific program concerns. Our advocacy partners include the District Attorney's Office (usually when a charge is filed), the Mary Abbott Children's House (when an incident involves child abuse, child neglect, or a sexual assault involving a child), and the Women's Resource Center (when the incident involves a victim of sexual assault, domestic violence or stalking). Victims of crimes that fall outside of these services are left with no voice, and since access to victim information is limited, the department is in the best position to reach out to victims of crime and provide resources.

The department received a grant beginning October 1, 2022 to employ a victim advocate. After a lengthy recruitment and hiring process, and in consultation with the field instructor from the Anne and Henry Zarrow School of Social Work, who was coordinating the department's advocacy internship program, the department hired an advocate on January 23, 2023. Meanwhile, the internship program continues, and the department hopes to expand this collaboration in the future. As a result, 229 victims of crime have received services where none would have been provided. In total, those victims have received a total of 366 distinct types of assistance through August 31, 2023. The general categories include: Information and referral, personal advocacy/accompaniment, emotional support/safety, shelter and housing, and criminal/civil justice system assistance.

VOCA funding, however, is not guaranteed each year, and we have been given instruction from the District Attorney's Council to prepare sustainability options as their funding continues to decline each year.

DISCUSSION:

On September 8, 2023, the District Attorneys Council (DAC) notified the department of an award in the amount up to \$71,489. This is the same amount of funding as the current year. Due to emergency measures adopted as a result of the pandemic, there is no 25% matching requirement. However, matching funds in the amount of \$31,988 are necessary to meet program expenses which include estimated cost increases in salary and benefits. This is a \$2,825 requested increase in City funding from the current grant as the award does not account for the full estimated personnel and training expenses.

This position will continue to collaborate with the Anne and Henry Zarrow School of Social Work to improve notification services to the victims of violent crime, improve the coordination of victim services during the course of an investigation, improve coordination with collaborative agencies through Cleveland County, and identify currently untracked under-served populations within the City of Norman. The goal is to expand the use of graduate interns from the university by developing our advocate into a "Field Instructor" who is able to teach social work graduate students through hands-on advocacy work through the department. The first step toward this goal was reached when our advocate received Master of Social Work licensure in July 2023 and is now qualified to become a field instructor for the university. To aggressively pursue this project, we are requesting an additional \$5,000 to employ two graduate student interns from the School of Social Work. One student would work closely with the Women's Resource Center to ensure the victims of domestic violence, stalking, and sexual assault receive appropriate services. The other would be tasked specifically with identifying underserved victims of crime and reaching out to them with appropriate services.

This position will continue to make necessary referrals, and provide essential services at the initial phase of an investigation and when trauma is acute and needs most pressing. The focus is to reach out to those victims who cannot receive advocacy services elsewhere. Graduate interns would be able to assist with identifying underserved victims and reaching out to offer assistance. Our goal is to ensure that every victim of a violent crime has access to services, is given assistance from the earliest opportunity, and has a voice throughout an investigation.

The performance period for this grant runs from 10-01-2023 to 09-30-2024.

RECOMMENDATIONS:

RECOMMENDATION NO. 1: Acceptance of the grant, acknowledging the terms of the agreement by completing the associated certifications, disclosures, and agreements, and by approval of the contract.

RECOMMENDATION NO. 2: Appropriation of \$71,489 from the Special Revenue Fund Balance (22-29000); and designate:

\$47,138 to account 22660043-42001; Salaries-Full-Time
 \$14,044 to account 22660043-42210; Other Benefits-Medical Insurance
 \$ 50 to account 22660043-42211; Other Benefits-Life Insurance
 \$ 3,750 to account 22660043-42901; City Share-Fica-Medicare
 \$ 4,007 to account 22660043-42902; City Share-Retirement-Employee
 \$ 1,250 to account 22660043-44130; Business Services-Printing-General
 \$ 1,250 to account 22660043-44701; Miscellaneous Services-Postage

And, that funds be deposited into VOCA Grant Revenue (account 226-333367).

RECOMMENDATION NO. 3: Appropriation of \$31,988 from the General Fund Unreserved Balance (10-29000) and designate:

\$19,451 to account 10660321-42001; Salaries-Full-Time
 \$ 4,965 to account 10660321-42210; Other Benefits-Medical Insurance
 \$ 29 to account 10660321-42211; Other Benefits-Life Insurance
 \$ 1,489 to account 10660321-42901; City Share-Fica-Medicare
 \$ 1,653 to account 10660321-42902; City Share-Retirement-Employee
 \$ 3,567 to account 10660321-44604; Employee Travel-Workshops & Seminars
 \$ 417 to account 10660321-44130; Business Services-Printing-General
 \$ 417 to account 10660321-44701; Miscellaneous Services-Postage

RECOMMENDATION NO. 4: Appropriation of \$5,000 from the General Fund Unreserved Balance (10-29000) and designate:

\$5,000 to account 10660321-44099; Prof Svcs-Other Professional

To be paid to the University of Oklahoma for the purpose of funding two graduate student interns from the Anne and Henry Zarrow School of Social Work.

Organization: Norman Police Department, City of

2023-VOCA-Norman PD-191
Version Date: 10/03/2023 16:20:46

Award Packet Instructions

Requested Amount	\$77,606
Awarded Amount	\$71,489.00

***Note:** If there has been a change in Authorized Official, Financial Officer, or Agency Administrator, update the Applicant Information page before completing the Award Packet.

1. Award Packet Checklist

Please print off this checklist and make sure all changes are made and all required documents and policies are uploaded before signatures are submitted.

2. Award Budget Summary

A. Review the comments in the textbox below regarding budget adjustments as directed by the funding board.

Please make the individual budget pages in the budget section match the approved budget in the VOCA Award Budget Summary. If there are requested categories that you were not awarded funding, please take out all the information in the text boxes and the narrative and save the page. If the awarded amount is different than the approved budget amount, please change those budget pages. After all the changes have been made and those pages saved, please check that the overall budget summary page matches the award budget summary page and save that page.

B. Check the Awarded Amount and the Requested Amount at the top of this page.

C. If the amounts are different and/or there are instructions in the textbox above, you must go to the Detailed Budget pages in the Forms Menu to make corrections and adjustments.

D. Making these changes will create a new version of the pages and will pull the corrected amounts into the Award Budget Summary page.

E. You cannot submit your Award Packet until the Approved Budget (from Application) Amount matches the Awarded Amount.

F. If the Awarded Amount and the Requested Amount are the same and there are no corrections or comments in the textbox above, simply click SAVE and go to the Award Notice.

3. Additional Changes/modifications needed on the application before submitting the signatures.

If there have been any changes in the project director, financial officer, or authorized official, please make those changes in the applicant information page in the application section.

Please upload 2022 Certified Assurances (2021 currently uploaded).

4. Award Notice

Review the information, click SAVE, and go to the next page.

5. Special Conditions

Review the information, click SAVE, and go to the next page.

6. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII)

Print the form from the link and have it signed by the Authorized Official. This form along with your agency's

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Award Packet Instructions

policies on responding to a breach of PII must be uploaded in Uploads under Grant Correspondence. Click **SAVE** and go to the next page.

7. Determination of Suitability to Interact With Participating Minors on Grant Funded Project

Print the form from the link and fill it out for those grant funded employees who will interact with minors. Have it signed and dated by your Authorized Official and uploaded, along with your agency's policies regarding background checks in Uploads under Grant Correspondence. Click **SAVE** and go the next page.

8. Certification of Equal Opportunity Plan

The Office for Civil Rights, Office of Justice Programs (OCR) requires all subgrantees to go online to submit their Equal Employment Opportunity Plan (EEOP) Certification. This page contains the link to the online process. Once you have completed the online certification, you must upload your certification to "Uploads" located under Grant Correspondence. If you are required to submit an EEOP Utilization Report, this along with the agency's most recent EEOP Utilization Report Approval Letter must also be uploaded to "Uploads" under Grant Correspondence. Click **SAVE** and go to the next page.

9. Certification of Privacy

Select the appropriate answers, click **SAVE**, and go to the next page.

10. Certification of Confidentiality

Select the appropriate answers, click **SAVE**, and go to the next page.

11. Certification of Compliance with Open Meeting Act - Non-Profit Victim Service Agencies Only

Select the appropriate answers, click **SAVE**, and go to the next page.

12. Statement of Audit Arrangements

Select the appropriate answers, click **SAVE**, and go to the next page.

13. Disclosure of Lobbying Activities

Select the appropriate answer, click **SAVE**. If "no" is selected, go to the next page. If "yes" is selected, complete the form, click **SAVE**, and go to the next page.

14. Certification of Lobbying Activities

Select the appropriate answer, click **SAVE**, and go to the next page.

15. Goals and Objectives Revisions

- A. Open this page to check for revision requirements.
- B. If there are revisions required, go to Goals, Objectives, and Activities in the Forms Menu and make corrections as directed.
- C. Making these changes will create a new version of the pages.

16. Accounting System Review (MUST BE COMPLETED BY THE FINANCIAL OFFICER)

Select the appropriate answers, click **SAVE**, and go to the next page.

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Award Packet Instructions

17. The Authorized Official is the only person authorized to submit the Award Packet
This is done in the Change the Status link on the DAC Application Menu page.

Victims of Crime Act (VOCA) Application 2023

Organization: Norman Police Department, City of

2023-VOCA-Norman PD-191
Version Date: 10/03/2023 16:20:46**Award Packet Checklist****Breach of Personally Identifiable Information (PII)**

- The requirement to report a breach of PII form signed by your Authorized Official (AO)
- Your agency's policies regarding handling a breach of PII

Determination of Suitability to Interact with Participating Minors in Grant Funded Project

- The form signed by your AO including the sites used for the background/fingerprint checks
- Your agency's policies regarding determination of suitability to interact with minors

Certification of EEOP Form*

- This must be the PDF page once the form is completed on the website
- If required to an EEOP Utilization Report, this must be uploaded as well as the subgrantee's most Recent EEOP Utilization Report Approval Letter from the feds

*If the applicant applied under the city or the county, the city or the county is technically the subgrantee and must complete the EEOP Form and if required, the EEOP Utilization Report.

Victims of Crime Act (VOCA) Application 2023

K-2324-78

Organization: Norman Police Department, City of

2023-VOCA-Norman PD-191
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VOCA Award Budget Summary

Awarded Amount: **\$71,489**
Required Match: **\$0**

- Your Awarded Amount and Required Match are listed at the top of the screen and in the chart below.
- The Amount Requested/Match Requested columns are the amounts requested in your grant application.
- If the Approved Budget differs from the requested amounts and you need to make adjustments to the budget, you can request a GAN after the award is accepted.
- Once you have reviewed the Approved Budget amounts, you may **SAVE** the form and go to the Award Notice.

	Amount Requested	Match Requested	Approved Budget	Approved Match	Description of Approved Expenses
Personnel	\$49,942	\$0	\$47,138	\$0	
Benefits	\$22,490	\$0	\$21,851	\$0	
Contractors & Consultants	\$0	\$0	\$0	\$0	
Travel	\$2,675	\$0	\$0	\$0	
Equipment	\$0	\$0	\$0	\$0	
Facilities, Equipment Rental and Leases	\$0	\$0	\$0	\$0	
Supplies & Operating	\$2,500	\$0	\$2,500	\$0	
Other	\$0	\$0	\$0	\$0	
Indirect Costs	\$0	\$0	\$0	\$0	
Volunteer Time		\$0		\$0	
TOTALS	\$77,606	\$0	\$71,489	\$0	

Victims of Crime Act (VOCA) Application 2023

K-2324-78

Organization: Norman Police Department, City of

2023-VOCA-Norman PD-191
Version Date: 10/03/2023 16:20:46

Award Notice

AWARD NOTICE

District Attorneys Council
421 N.W. 13th, Suite 290
Oklahoma City OK 73103

Organization:	City of Norman Police Department	SUBGRANT NO:	2023-VOCA-Norman PD-191
PHONE:	(405) 321-1444	Project Name:	Victim Advocate - Norman Police Department
FAX:	(405) 217-7177	START DATE:	10/1/2023
Federal ID Number:	73-6005350	END DATE:	9/30/2024
UEI Number:	X766N3PND5A9	DAC CONTACT:	(405) 264-5006 or VOCAhelp@dac.state.ok.us
CFDA:	16.575	Program Director:	Brent Barbour
Grant Amount:	\$71,489.00		
Match Amount:	\$0		
Special Conditions:	<p>Due to the reduction in funding, Goals & Objectives and Budget must be modified before the first draw-down. The subgrantee will submit all reports on time and understands that failure to do so may jeopardize future funding and/or result in grant suspension up to forfeiture of funds for the remainder of the grant year. VOCA guidelines prohibit the use of VOCA funds for the following activities in law enforcement-based programs: witness coordination, witness services (unless the witness is a victim), and investigation activities. Personnel will aid victims in applying for Victims Compensation. Advocates employed less than 12 months with no formal victims</p>		

Victims of Crime Act (VOCA) Application 2023

K-2324-78

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Award Notice

services training or education will attend trauma-informed domestic violence training (VAT) online or equivalent within 6 months of hiring and upload verification in OKGrants. Non-attorney victim services advocates will comply with any continuing education requirements. If no requirement exists, advocates will attend training every 3 years with documentation uploaded in OKGrants.

This grant is subject to the terms and conditions set forth in the application which was submitted to the District Attorneys Council. The award is authorized by the District Attorneys Council (DAC). The federal award number(s) used for this award can be found on the document "Federal Funds Used for Subaward" that has been uploaded to the Correspondence section of the grant. The subgrantees shall administer the project for which this subgrant is awarded in accordance with the applicable rules, regulations, and conditions as set forth in the federal guidelines; the Administrative Guide published by DAC, and the effective edition of the Department of Justice (DOJ) Office of Justice Programs, Financial and Administrative Guide for Grants. The subgrantee shall also administer the project in accordance with the Certified Assurances and Special Conditions of the award.

The subgrantee shall maintain separate accounts and accounting records for the subgrant funds, and shall maintain and furnish to DAC and DOJ upon request, detailed accounting and supportive records. The subgrantee shall file such reports relating to the subgrant as are required by DAC and DOJ.

Name of Authorizing Official
Larry Heikkila

Date
10/2/2023

I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, to provide the information requested throughout this contract package on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

Organization: Norman Police Department, City of

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Goals, Objectives, and Activities Revision

✓ Check this box if no Goals, Objectives, and Activities are required.

Organization: Norman Police Department, City of

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Uploads

Certifications

[877524 839556-Certifications.pdf](#)

Organization: Norman Police Department, City of

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Version Date: 10/03/2023 16:20:46

Pre-Application Instructions

GRANT PURPOSE

The purpose of the Victims of Crime Act (VOCA) grant is to provide **direct services** to victims of crime. Services are defined as those efforts that (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide the victims of crime with a measure of safety and security.

Allowable and Unallowable Costs

Please click on this link for detailed information on Allowable and Unallowable Costs : [Allowable and Unallowable Costs](#)

[Chart of Accounts\(click here\)](#)

ELIGIBILITY REQUIREMENTS To be eligible for funding from the VOCA grant, an applicant must be one of the following:

- A state agency
- A unit of local government (i.e., city, county)
- A tribal government
- A non-profit agency

DUNS NUMBER/Unique Entity Identifier (UEI)

All applicants are required to include a UEI in their application. A UEI is a 12-character alphanumeric ID recognized as the universal standard for identifying and keeping track of entities receiving Federal funds. Obtaining a UEI is free and applications should be made immediately. To obtain a UEI or to see if the applicant agency already has a UEI, go to <https://sam.gov/content/home>. Please ensure SAM registration is open to public view. Applications without a UEI will not be reviewed. After April 2022, all DUNS numbers will be replaced with UEI numbers in the SAM system.

SYSTEM FOR AWARD MANAGEMENT

All VOCA grant recipients must be registered in the System for Award Management (SAM) database. The SAM database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Organizations that have previously submitted a VOCA application or applications via Grants.gov are already registered with SAM, however you must keep your registration current. When registering, do not select the opt-out of public search feature.

Updating your registration must be done annually! Information about registration procedures can be accessed at <https://www.sam.gov>. Registration in SAM must be completed prior to the start of the project period. This process can take time, so start early!

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Organization: Norman Police Department, City of

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The nine-member VOCA Board has the authority to award funds to various programs in order to meet the needs of all crime victims ; however at least 40% of VOCA funding must go to the following purpose areas:

Minimum of % of awarded funds	Description
10%	Programs that support Child Abuse victims.
10%	Programs that support Domestic Violence victims.
10%	Programs that support Sexual Assault victims.
10%	Programs that support Under Served victims.

Under served victimization includes, but is not limited to: federal crime victims, homicide survivors, assault victims, robbery victims, gang violence, hate/bias crimes, DUI, bank robbery, economic exploitation/fraud, elder abuse, residents of rural areas or inner cities, non-English speaking individuals, hearing impaired individuals, persons with disabilities, American Indians, and migrant workers.

TIMELINE

The VOCA grant is a yearly, competitive grant. For the 2023 grant year, the award cycle will run for 12 months: October 1, 2023 - September 30, 2024.

FINANCIAL AND PROGRAMMATIC REPORTING

VOCA recipients will be expected to submit the following information:

Monthly expenditure and draw down reports

Quarterly financial reports

Quarterly programmatic reports (population demographics, types of victimization, and services provided)

MATCH REQUIREMENT - *Note: Match requirement has been waived due to the pandemic. The waiver is in effect until 1 year after the pandemic is declared over by the office of the president.

VOCA recipients are required to match the federal award by 25% using cash, in-kind, or a combination. American Indian tribes are not required to match the federal award. If Match is a barrier to applying for VOCA funding, the VOCA Board and the Office for Victims of Crime may elect to waive the Match requirements for certain applicants.

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DEADLINE FOR SUBMISSION OF AN APPLICATION

VOCA grant applications are due to the District Attorneys Council on March 3, 2023. Late applications will not be accepted nor considered by the VOCA board.

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Applicant Information

Type of Application Currently Receiving VOCA Funds Not Currently Receiving VOCA Funds
Number of Years Funded by VOCA 1
Existing subrecipient requesting new project?

Have you had a change in:
Project Director Finance Officer
No

Program Title Victim Advocate - Norman
Police Department

Organization Name City of Norman Police
Department

Street Address 201 W. Gray St., Ste. B

City Norman State Oklahoma Zip 73069-7108

Mailing Address (if
different)

City State Zip

Area Code/Phone Number (405) 321-1444

Area Code/Fax Number (405) 217-7177

Web Address <https://www.normanok.gov/public-safety/>

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Applicant Information

Each person must have a User Profile in OKGrants. The instructions can be found in the DAC Subgrantee User Manual (VOCA) located in "My Training Materials" link above.

Authorizing Official	Larry Heikkila		
Title	Mayor		
Address	201 W. Gray St.		
City	Norman	State Oklahoma	Zip 73069-7108
Area Code/Phone Number	(405) 366-5406		
Area Code/Fax Number	(405) 366-5389		
E-mail Address	Mayor@NormanOK.gov		

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Applicant Information

Project Director Brent Barbour
Title Major of Police
Address 201 W. Gray St., Ste. B
City Norman **State** Oklahoma **Zip** 73069-7108
Area Code/Phone Number (405) 217-7709
Area Code/Fax Number (405) 366-4246
E-mail Address brent.barbour@NormanOK.gov

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Applicant Information

Finance Officer	John Stege		
Title	Standards Administrator		
Address	201 W. Gray St., Ste. B		
City	Norman	State Oklahoma	Zip 73069-7108
Area Code/Phone Number	(405) 366-5218		
Area Code/Fax Number	(405) 217-7177		
E-mail Address	john.stege@NormanOK.gov		

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Applicant Information

Type of Organization	Public Agency Tribal Non-Profit	State ✓ Local Gov't Faith-Based	CASA Child Advocacy Center DA's Office Law Enforcement
Federal Employer I.D. #	73-6005350		
Current Service Area (Counties Served)	City of Norman, Cleveland County		Population 131,896
Proposed Service Area (Counties Served)	City of Norman, Cleveland County		Population 131,896

How long has the organization served crime victims? 99 years

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Program Narrative

State the Problem

Please provide a written statement that comprehensively describes the problem to be addressed with the requested crime victims assistance funds. Supportive statistical information, such as existing and projected caseloads, incidences of crimes, etc., should be provided whenever possible. If more than one problem exists that you wish to address, please set priorities. If project focuses on meeting the needs of previously underserved victims of violent crime, please provide an assessment of how you identified this group as "underserved."

The City of Norman Police Department serves an estimated population of 131,896 within 189.5 square miles making it the third largest city (in both population and area) in Oklahoma. The department itself consists of 254 total authorized personnel – 180 commissioned police officers and 74 non-commissioned members that includes Animal Welfare, Emergency Communications, Records, Investigations, as well as various administrative and support staff. Unfortunately, our current staffing rates are significantly lower than authorized: 157 commissioned and 65 non-commissioned. The city has enjoyed a relatively steady level of serious crime ("Group A" offenses as defined by FBI NIBRS classification) with 8,395 in 2020, 8,535 in 2021, and 8,132 in 2022.

Between 2020 and 2022, we had more than 36,000 victims of crime. Of those, almost 2,500 were for cases involving sexual assault, domestic abuse, stalking, or child abuse/neglect where services by the Women's Resource Center and/or the Mary Abbott Children's House may have been appropriate. That means, however, that at least 33,500 victims of crime in Norman did not receive any services by those two partners. Additionally, over 22,000 of these 36,000 cases were de-activated without any follow up either from a lack of evidence, prosecutorial merit, low staffing, or other solvability factors.

It is not objectively reasonable to investigate all cases or assign an investigator to each reported incident. There are not enough hours in the day, and there is no way to provide that level of staffing. The Norman Police Department, like all other law enforcement agencies, must prioritize case assignment. Those priorities are based on severity (the level of threat to the community revealed in an incident) and solvability (the likelihood of successful prosecution). These factors determine the level of response, but, while necessary, the focus is not on the victims. The focus, instead, is on the offender – mitigating the offender's ability to harm the community through enforcement and prosecution.

We want to broaden this focus.

Our systems collect victim information and our procedures provide a rudimentary level of information and assistance. We need to combine our information about crime victims advocacy specialists. This is a long-term process that involves learning how to query crime databases, how to develop relationships both internally and externally, how to find services for those who are in need, and how to effectively communicate with those who have been overlooked, are confused, or lack trust. Instead of relying upon the victim to understand what services are available, where they

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Program Narrative

can be found, and what processes need to be followed, we have an obligation to facilitate service coordination.

Long-term impacts, however, go beyond the immediate services that are put into place. These impacts include inter-agency collaboration to serve those in need, cultural shifts, and changes in knowledge, attitudes and behaviors of both community members and the department. The program must concentrate on the long-term by learning complicated details – reviewing reports each day, finding our victims of violent crime and our underserved populations, and ensuring victims have (or have access to) the emotional and physical support needed to stabilize their lives and realize a measure of safety and security.

Additionally, since the program requires our Victim Advocate to be a Licensed Master's Social Worker (LMSW), we are able to provide field instruction in cooperation with the Anne & Henry Zarrow School of Social Work for students seeking a career in criminal justice-related social work services. Further, we want to strengthen our partnerships with other advocacy services – specifically the Women's Resource Center, the Mary Abbott Children's House, and the District Attorney's Office.

Currently, the department's Investigations Division, an element of the Support Bureau, oversees the program, with the advocate reporting directly to the Division Commander. The Victim Advocate's office is housed at the Norman Investigations Center and has a private access for clients if necessary. We also have a practicum student who is assisting with program development and client services. It is a start, and we are in our infancy, but our growth in the past month has been tremendous.

The objective of the program is to facilitate advocacy services rather than attempting to be the sole provider. We do not want to interfere with the ability for victims to receive the specialized services that our partners provide. Instead, we want to close the gaps in service delivery. We do not want to rely on victims to reach out on their own for services. We want to ensure that our victims are directed to appropriate partners for direct services. The ultimate goal is to ensure victims have access to the help they want and need.

Upload supporting files. If additional pages are needed, upload supporting files. A new upload box will appear when SAVE is clicked after a file is uploaded.

https://grants.ok.gov/_Upload/877225_838604-3ProgramNarrative.pdf

Program Summary (A brief description of the project)

Example: Domestic Violence and Sexual Assault Program providing crisis intervention, counseling, emergency shelter, transportation to court, case management, advocacy and transitional living. Serving ***** and ***** Counties.

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Program Narrative

Enhancement of an existing Victim Advocate program, in partnership with the University of Oklahoma's Anne and Henry Zarrow School of Social Work, providing individualized advocacy throughout the investigative process; telephonic, written, and face-to-face crisis intervention and coordination; notice and clarification of victim's rights; resource information; safety planning, case management; and collaboration with other advocacy agencies throughout Cleveland County.

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Goals, Objectives, and Activities: 01

Please state in MEASURABLE terms what you want to achieve with the requested VOCA funds. The goals and objectives must be realistic and MEASURABLE for the VOCA project period.

Were all goals and objectives listed in your previous VOCA grant application met?

No

If No, please explain:

While our program was accepted for the grant in August, we were not allowed to initiate a hiring process until after October 1, 2022. After opening the position, conducting interviews and background investigations, selection, polygraphs, and other testing, we only hired our new advocate, Morgan Albright, at the end of January 2023. She is still learning our systems and developing the necessary processes to pursue our goals and objectives.

Goals, Objectives, and Activities

Goal * To improve initial departmental notification services to victims of violent crime .

Measurable Objective * Update and consolidate victim/witness handout packets within first quarter of the grant period.
Distribute at least 500 victim/witness handouts within the grant year.
Train all commissioned personnel on their duties to make victim/witness notification and the use of the handout packets within grant year.

Activities * We will research legal mandates related to crime victims and or witnesses.
We will update and simplify all handouts regarding notice and assistance required for victims of violent crime , domestic abuse, rape or forcible sodomy, and domestic violence involving intimate partner violence.
We will develop procedures to ensure information and assistance are provided for orders of protection regarding domestic abuse, stalking, harassment, rape, forcible sodomy, a sex offense, kidnapping, assault and battery with a deadly weapon, or an immediate family member of a first-degree murder victim.
We will ensure that all commissioned supervisors receive sufficient training to understand their requirements to ensure that line-level personnel comply with legal mandates related to crime victims and witnesses.

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Goals, Objectives, and Activities: 01

We will ensure that all line-level commissioned officers receive sufficient training to understand and comply with the legal mandates related to crime victims and witnesses.

We will prepare at least 1500 victim/witness handout packets for distribution.

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Goals, Objectives, and Activities: 02

Please state in MEASURABLE terms what you want to achieve with the requested VOCA funds. The goals and objectives must be realistic and MEASURABLE for the VOCA project period.

Were all goals and objectives listed in your previous VOCA grant application met?

No

If No, please explain:

While our program was accepted for the grant in August, we were not allowed to initiate a hiring process until after October 1, 2022. After opening the position, conducting interviews and background investigations, selection, polygraphs, and other testing, we only hired our new advocate, Morgan Albright, at the end of January 2023. She is still learning our systems and developing the necessary processes to pursue our goals and objectives.

Goals, Objectives, and Activities

Goal * To improve coordination of victim services during the course of an investigation.

Measurable Objective * Develop Memoranda of Understanding with the Women’s Resource Center, the Mary Abbott Children’s House, and the District Attorney’s Office to define relationships and rolls between advocacy services within the first 2 quarters of the program period.
Review all crime reports to determine whether or not the offense meets the standards for a violent crime or the victims meet the standards for underserved population as described in VOCA grant description.
Conduct 500 documented follow up contacts with victims and/or witnesses of violent crimes within the grant year.

Activities * We will maintain relationships with shelters, medical providers, other governmental agencies, non-profits, and other community partners to identify resources available for victims of violent crimes.
We will review all reports of violent crime to identify witnesses and victims and establish a case management system for all who may require assistance.
We will conduct telephonic, or face-to-face, follow-up with all witnesses and victims of violent crime to ensure

Goals, Objectives, and Activities: 02

legal mandates regarding initial notification and assistance have been met and to identify what other assistance may be necessary.

We will coordinate between investigators, other department personnel, and victims and witnesses of violent crimes to explain investigative procedures and to facilitate conflict resolution.

We will establish formal relationships between the Victim Advocate and the Women's Resource Center, the Mary Abbott Children's House, and the District Attorney's Office, as well as other community partners, to identify resources available for victims of violent crimes.

We will establish procedures for reviewing all reports of violent crime to identify witnesses and victims who may require assistance.

We will establish procedures for follow-up with all witnesses and victims of violent crime to ensure legal mandates regarding initial notification and assistance have been met and to identify what other assistance may be necessary.

During this grant period we will create procedures for establishing liaison between investigators, other department personnel, and victims and witnesses of violent crimes to explain investigative procedures and to facilitate conflict resolution.

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Goals, Objectives, and Activities: 03

Please state in MEASURABLE terms what you want to achieve with the requested VOCA funds. The goals and objectives must be realistic and MEASURABLE for the VOCA project period.

Were all goals and objectives listed in your previous VOCA grant application met?

No

If No, please explain:

While our program was accepted for the grant in August, we were not allowed to initiate a hiring process until after October 1, 2022. After opening the position, conducting interviews and background investigations, selection, polygraphs, and other testing, we only hired our new advocate, Morgan Albright, at the end of January 2023. She is still learning our systems and developing the necessary processes to pursue our goals and objectives.

Goals, Objectives, and Activities

- Goal * To improve coordination for follow-up services after an investigation.
- Measurable Objective * Conduct 100 telephonic or face-to-face follow up contacts with victims and/or witnesses of violent crimes during grant year.
Conduct telephonic or face-to-face follow-up contacts with all victims or witnesses of unsolved homicides.
Will attend at least one conference with advocates from Women's Resource Center , Mary Abbott Children's House, or the District Attorney's Office.
- Activities * We will conduct telephonic, or face-to-face, follow-up with all witnesses and victims of homicide upon case closure providing the final status of the case and identifying follow-up steps where requested.
We will establish a process for evaluating Victim Advocacy services with department personnel , other community partners, and victims and witnesses of violent crimes.
We will establish a relationship with the District Attorney's office to ensure victims have access to compensation and restitution when charges have not been referred to the District Attorney's Office .
We will establish procedures to facilitate the return of victim and witness property when permitted by law and

Goals, Objectives, and Activities: 03

where charges have not been referred to the District Attorney's Office.

We will establish procedures for continued liaison investigators and victims, family members, and witnesses of homicides that are closed as inactive ("Cold Cases").

We will seek joint training with Women's Resource Center, Mary Abbott Children's House, and District Attorney's Office (Victim Services staff), as well as other community partners, to share information with peers and associates regarding advocacy trends.

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Goals, Objectives, and Activities: 04

Please state in MEASURABLE terms what you want to achieve with the requested VOCA funds. The goals and objectives must be realistic and MEASURABLE for the VOCA project period.

Were all goals and objectives listed in your previous VOCA grant application met?

No

If No, please explain:

While our program was accepted for the grant in August, we were not allowed to initiate a hiring process until after October 1, 2022. After opening the position, conducting interviews and background investigations, selection, polygraphs, and other testing, we only hired our new advocate, Morgan Albright, at the end of January 2023. She is still learning our systems and developing the necessary processes to pursue our goals and objectives.

Goals, Objectives, and Activities

- | | |
|------------------------|--|
| Goal * | To identify currently untracked under-served populations. |
| Measurable Objective * | Produce quarterly VOCA grant crime and victim statistical reports starting within first quarter of the grant year .
Produce quarterly Victim Advocate satisfaction reports.
Identify under-served victims and crime statistics as identified in VOCA grant instructions . |
| Activities * | We will develop quarterly reports on specific VOCA grant crime statistics and victim services provided .
We will develop quarterly reports on departmental , community, and victim and witness satisfaction with Victim Advocacy services.
We will identify how our Records Management System identifies violent crimes and ensure that we can correlate statistics to specific VOCA grant offenses .
We will identify how our Records Management System identifies victims of violent crime and ensure that we can capture specific VOCA grant underserved populations .
We will identify how to pull specific VOCA grant crime and victim statistics to identify effectiveness of grant goals regarding services for underserved victims and witnesses of violent crime. |

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Goals, Objectives, and Activities: 04

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Program Work Plan

List major activities to address each goal and objective provided in Tab "Goals and Objectives." Prepare a complete work plan that lists the steps and tasks to be undertaken over the project period. This should include day-to-day tasks, short or long term projects, purchases, and all activities and services to be completed during the funding period.

Day-to-Day Tasks

- We will research legal mandates related to crime victims and or witnesses .
- We will maintain relationships with shelters, medical providers, other governmental agencies, non-profits, and other community partners to identify resources available for victims of violent crimes.
- We will review all reports of violent crime to identify witnesses and victims and establish a case management system for all who may require assistance.
- We will conduct telephonic, or face-to-face, follow-up with all witnesses and victims of violent crime to ensure legal mandates regarding initial notification and assistance have been met and to identify what other assistance may be necessary.
- We will coordinate between investigators, other department personnel, and victims and witnesses of violent crimes to explain investigative procedures and to facilitate conflict resolution.
- We will conduct telephonic, or face-to-face, follow-up with all witnesses and victims of homicide upon case closure providing the final status of the case and identifying follow-up steps where requested.
- We will establish a process for evaluating Victim Advocacy services with department personnel , other community partners, and victims and witnesses of violent crimes.

Short-Term Projects

- We will update and simplify all handouts regarding notice and assistance required for victims of violent crime , domestic abuse, rape or forcible sodomy, and domestic violence involving intimate partner violence.
- We will develop procedures to ensure information and assistance are provided for orders of protection regarding domestic abuse , stalking, harassment, rape, forcible sodomy, a sex offense, kidnapping, assault and battery with a deadly weapon, or an immediate family member of a first-degree murder victim.
- We will establish formal relationships between the Victim Advocate and the Women's Resource Center , the Mary Abbott Children's House, and the District Attorney's Office, as well as other community partners, to identify resources available for victims of violent crimes.
- We will establish procedures for reviewing all reports of violent crime to identify witnesses and victims who may require assistance .
- We will establish procedures for follow-up with all witnesses and victims of violent crime to ensure legal mandates regarding initial notification and assistance have been met and to identify what other assistance may be necessary.

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Program Work Plan

- During this grant period we will create procedures for establishing liaison between investigators, other department personnel, and victims and witnesses of violent crimes to explain investigative procedures and to facilitate conflict resolution.
- We will establish a relationship with the District Attorney's office to ensure victims have access to compensation and restitution when charges have not been referred to the District Attorney's Office.
- We will establish procedures to facilitate the return of victim and witness property when permitted by law and where charges have not been referred to the District Attorney's Office.
- We will develop quarterly reports on specific VOCA grant crime statistics and victim services provided .
- We will develop quarterly reports on departmental, community, and victim and witness satisfaction with Victim Advocacy services.

Long-Term Projects

- We will ensure that all commissioned supervisors receive sufficient training to understand their requirements to ensure that line -level personnel comply with legal mandates related to crime victims and witnesses.
- We will ensure that all line-level commissioned officers receive sufficient training to understand and comply with the legal mandates related to crime victims and witnesses.
- We will establish procedures for continued liaison investigators and victims , family members, and witnesses of homicides that are closed as inactive ("Cold Cases").
- We will seek joint training with Women's Resource Center, Mary Abbott Children's House, and District Attorney's Office (Victim Services staff), as well as other community partners, to share information with peers and associates regarding advocacy trends.
- We will identify how our Records Management System identifies violent crimes and ensure that we can correlate statistics to specific VOCA grant offenses.
- We will identify how our Records Management System identifies victims of violent crime and ensure that we can capture specific VOCA grant underserved populations.
- We will identify how to pull specific VOCA grant crime and victim statistics to identify effectiveness of grant goals regarding services for underserved victims and witnesses of violent crime.

Purchases

- We will prepare at least 1500 victim/witness handout packets for distribution.

Upload supporting files. A new upload box will appear when SAVE is clicked after a file is uploaded.

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Program Work Plan

VOCA Guideline Requirements**Crime Victims Compensation Requirement**

It is a federal requirement that subrecipients help victims apply for crime victims compensation benefits. Such assistance may include identifying and notifying crime victims of the availability of compensation, assisting them with application forms and procedures, obtaining necessary documentation, and/or checking on claim status. Aiding victims in applying for victims compensation is a VOCA requirement.

- a) How many clients were assisted during the past fiscal year ✓ or calendar year 0
- b) What method is used to assist victims of the availability of crime victims compensation benefits?

The Norman Police Department is fortunate to have a long-standing working relationship with the local District Attorney's Office. The DA's Victim-Witness office carries the responsibility to inform victims of the compensation program and provides this information through impact letters that are sent out to all victims of violent crime. An application form is included with the impact letters in those cases where the DA's office believes a victim will qualify for the program. Additional information is provided to victims during phone calls and also through brochures that are available in their office and distributed to other entities throughout the county.

Additional notice is routinely available to victims of domestic abuse, sexual assault and stalking through the Women's Resource Center. Their advocates assist with petitions for Victim Protective Orders and ensure that each victim is given information about crime victim compensation during their initial screening and subsequent follow-up contacts. The Women's Resource Center and the Victim-Witness office work closely with each other to ensure that victims receive all information regarding compensation and are able to process their claims easily.

Unfortunately, victims of violent crime who do not meet the criteria for referral to the Women's Resource Center or do not have charges forwarded to the DA's Office, are often lost in the process. Our agency routinely hands out required information, and our practicum student partnership continues to evolve with the University of Oklahoma's Anne and Henry Zarrow School of Social Work which assists with follow-up with the victims. If funding is granted, we would retain our Licensed Master Social Worker to both remind victims of crime victim compensation availability through mandatory Victim Advocate follow-up, and to oversee practicum students in providing services. The Victim Advocate will also be in a position to assist victims with establishing contact with not only the DA's office for compensation, but also any other relevant community partner, e.g., Central Oklahoma Community Mental Health, Center for Families and Children, Inc., Adult Protective Services, and Thunderbird Clubhouse to name just a few.

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VOCA Guideline Requirements

Community Coordination

Applicants must promote within the community served and help victims apply for compensation benefits.

Clearly describe how you will coordinate victim services with local courts, law enforcement agencies, criminal justice officials, crime victims compensation, and other victim service providers. A demonstration of coordinated public and private efforts is essential to receiving VOCA funding.

Memorandums of Understanding and/or Letters of Support for the project should be included with this application (on the Required Grant Enclosures page) only if this is a first time application or an application for a new project not previously funded by VOCA.

Our department's long-standing relationships with the District Attorney's Office, Women's Resource Center, and Mary Abbott Children's House demonstrates not only our commitment to a coordinated effort regarding victim services, but also the commitment of our community partners as well. Our evolving partnership with the University of Oklahoma's Anne and Henry Zarrow School of Social Work is a product of both the department's and the university's desire to serve the needs of the victims of crime.

Daily communication between the department and the District Attorney's Victim-Witness office ensures that officers are informed of the cases that have been referred to the DA's office for prosecution. Similarly, compensation requests are regularly forwarded to our agency for information and support as they are processed through the Victim-Witness office. During major cases, our agency establishes a liaison to coordinate victim and family services with the DA's Office (and other partners). Unfortunately, this is currently a fledgling program, and the result is incomplete - a good start, but still lacking institutional knowledge regarding existing advocacy processes and partnerships.

If funding is provided, our goal would be to continue developing our Victim Advocate program and seek out those victims of crime that are forgotten, overlooked, or lost in the investigative process.

If additional pages are needed, upload supporting files. A new upload box will appear when SAVE is clicked after a file is uploaded.

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VOCA Guideline Requirements

Volunteers

Do you currently have a volunteer waiver from the District Attorneys Council? Yes No

Volunteer Requirement

Please note that utilizing volunteers is a VOCA requirement. Federal VOCA Guidelines state: Subrecipient organizations must use volunteers unless the state grantee determines there is a compelling reason to waive this requirement. A "compelling reason" may be a statutory or contractual provision liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.

Volunteer hours may be used as match when required toward the grant if the volunteers are performing duties allowed under the grant .

Describe how volunteers are recruited and utilized in your organization. In addition, please identify your most successful recruiting methods.

The Norman Police Department uses volunteers for three general purposes. The first is to help with our Animal Welfare facility. The second is for our more traditional policing services. The third is our victim advocate practicum partnership.

Animal Welfare volunteers are recruited mostly through personal contacts . We do not actively solicit volunteers, but still manage to maintain a list of approximately 400 people ready to help. Of course only about 10% of those are active at any one time. Many have a history of activism and are wanting to make a difference in how stray animals are cared for. The bulk of their duties, therefore, revolve around cleaning, walking, and general caring of animals in police custody. A significant amount of their activities also involve assisting with pet adoptions , coordinating community events, assisting with customers, and miscellaneous tasks that arise periodically.

Our more traditional police services volunteers are recruited almost entirely through our Citizen's Police Academy. Again, of the approximately 250 alumnus only 10% are available at any one time as volunteers. However, they often provide valuable assistance with community relations, crime prevention, and other outreach activities. We have a small number of more long-term volunteers who help with our records, payroll, and crime analysis functions. These positions, however, require significant background checks due to the confidential information that they come across.

We have one practicum student (unpaid) in our victim advocate program. We are hoping to have more students in the future but our advocate is only a recent hire and is not yet in a position to expand the program. Funding is also necessary required to adequately supervise, monitor, train,

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VOCA Guideline Requirements

and evaluate students.

In short, volunteers provide tremendous assistance to the Norman Police Department when used to expand existing services. Unfortunately, without funding, our victim advocacy services would be minimal and short-lived. We expect our partnership with the University of Oklahoma to grow and develop and the number of practicum students participating to increase.

a) Please list the number of volunteers used in your entire organization during the past

✓ fiscal year 50

b) Please list the number of volunteers used specifically in your VOCA funded project (can include volunteers from one-time special events such as candlelight vigils etc.) during the past

✓ fiscal year calendar year 1

c) Do you anticipate an increase or decrease in the number of volunteers beginning this grant period?

Increase ✓ Decrease Same as previous year

Please Explain:

Currently, we have a part-time position for one faculty member of the University of Oklahoma' s Anne and Henry Zarrow School of Social Work to oversee a single practicum student. This student works with investigators to ensure victims of crime have access to services. Our advocate will achieve certification as a Licensed Master Social Worker in the coming months and currently serves as the on -site Preceptor for the student. Once her LMSW certification is complete, she will become a Field Instructor and the practicum program can expand with continued support from the university.

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Project Classification and Evaluation

Proposed VOCA Project Classification by Crime Type

Federal Priority Categories (check all that apply)

- ✓ Sexual Assault 10%
Percentage of Grant and Match Funds that will be focused on this crime type:
- ✓ Spousal Abuse, Intimate Partner Violence, or Dating Violence 10%
Percentage of Grant and Match Funds that will be focused on this crime type:
- ✓ Child Abuse 10%
Percentage of Grant and Match Funds that will be focused on this crime type:

Underserved Categories (check all that apply)

- ✓ DUI / DWI
- ✓ Assault
- ✓ Elder Abuse
- ✓ Other Violent Crime
- ✓ Survivors of Homicide Victims
- ✓ Adults Molested
- ✓ Robbery

Percentage of Grant and Match Funds that will be focused on underserved crime victims: 70%

Underserved Victims: If the program assists victims in one of more of the under served categories, indicate the type of services provided to under served victims and the number of under served victims that benefited from those services during the last grant period. Unfortunately, the Norman Police Department has only enjoyed a Victim Advocate for just over a month. We have not had an opportunity to report on the number and demographics of victims served, the type of services provided, or the nature of the incidents involved.

During this time, activities have concentrated on providing immediate services to those in need and learning departmental systems. To date, most of our underserved population has been victims of domestic violence, sexual assault, stalking and harassment who have not been able to receive services from the Women's Resource Center. The amount of need is simply to great for our partner.

a) What is your agency's current method of tracking demographic, types of victimization, and services provided?

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Project Classification and Evaluation

Services are recorded via spreadsheet at the time. We have developed, but are in the process of updating a tracking database, stored on the Victim Advocate's computer and separate from our other departmental systems, that records outreach efforts, victim contacts, and services provided for the quarterly Performance Measure reporting which uses the following classifications:

- Total number of individuals that received services in a quarter.
- Total number of anonymous contacts that received services during a quarter .
- How many contacts were new in during the quarter.

We have also developed a goal-specific quarterly questionnaire to assess how we are performing in relation to our specific goal objectives and activities. Unfortunately, again, we have not had an opportunity to use the questionnaire at the time of this application.

- Demographics: Race/Ethnicity, Gender, and age.
- Victimization Type.
- And, Type of Service.

b) Has your program been in operation less than 2 years? Yes

c) Has there been an analysis/evaluation of the activities of the program from an outside source? Yes No

d) If No was answered in Part B above, explain the program's record of providing effective services to victims of crime.

Our current partnership with the University of Oklahoma's Anne and Henry Zarrow School of Social Work has only been active since January 2022 and it was not grant-funded. That was simply a part-time graduate student practicum program that introduced students to criminal justice-related social work services. We have no data regarding efficacy of those services as the intent of the program was to establish the partnership and provide experience for the student.

Now that we have received funding, we will be able to make at least a preliminary assessment of our efforts for upcoming grants and sustainability.

To Be Answered By All Applicants *Except* CASAs

e)

1) How many clients were served organization-wide, using all funding sources, including VOCA from 10/1/2021 to 9/30/2022? 0

2) If there was a decrease in clients served between the grant periods of 10/1/2020-9/30/2021 and 10/1/2021-9/30/2022, please explain.

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Project Classification and Evaluation

There was no decrease as we did not receive funding and have been working to develop a practicum student partnership with the University of Oklahoma.

To Be Answered By CASA Applicants Only

f) Please answer the following questions based on either the previous fiscal year or previous calendar year.

- 1) VOCA funded Employee Name:
- 2) Number of volunteers assigned to Employee:
- 3) Number of volunteers assigned to cases on November 30th, 2022:
- 4) Number of cases on November 30th, 2022:
- 5) Number of children served in the above cases:
- 6) Average time CASA volunteers who worked on the above cases have been with the program: Months
- 7) What method is used to refer cases to the program?
- 8) Number of cases the program was unable to serve due to a shortage of staff and/or volunteers:

In order for a CASA Program to be considered for VOCA funding, the program must be in good standing with the Oklahoma CASA Association.

9) Is the program for which the funding is being requested in good standing? Yes No

10) If No, please explain:

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Funding Sources

Funding Sources for Services to Victims of Crime - Include entire victims services budget within the organization.

The figures below should be for the organization's fiscal year cycle. Programs must show substantial financial support from sources other than VOCA.

- A) **Indicate the organization's fiscal year.** 7/1/2023 to 6/30/2024
- B) **Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year. (Identify by source the amount of funds allocated to the victimization programs/services budget of the organization.)**

STATE/TERRITORY refers to state-generated funds dedicated to victim programs in the organization.

LOCAL refers to funds obtained from sources that are described as county, municipal, local nonprofit, local group that raises money on behalf of the organization, etc.

OTHER NON-FEDERAL refers to any non-federal funding source not identified above.

<u>Funding Source</u>	<u>Amount</u>	<u>Specific Source(s)</u>
State/Territory	\$0	N/A
Local	\$29,163.00	City of Norman General Fund

i.e. county, municipal, local, nonprofit, local group that raises money on behalf of the organization, etc.

Other Federal (non-VOCA)	\$0	N/A
---------------------------------	-----	-----

Note: Do not include the VOCA subaward amount. If the organization has other VOCA subgrants, those awards should be included here.

Other Non-federal	\$0	N/A
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Funding Sources

i.e. dues, program fees, and project income, etc.

Total of all VOCA Grants awarded to organization	\$71,489.00	N/A
---	-------------	-----

Project Income	\$0	N/A
-----------------------	-----	-----

VOCA-funded project income is restricted to the same uses as the VOCA grant, and the resulting income must be obligated and expended during the grant period in which it was generated.

C) Total budget for all victimization programs/services for this agency:	\$100,652.00	
---	--------------	--

New Funding Identify the amount and source and new money anticipated during the grant period.

The Victim Advocate position comprises the majority of city funds dedicated to victims program in the Norman Police Department.

The department does provide, a small level of funding that pays for a part-time faculty member from the University of Oklahoma to oversee our practicum program. That will change, of course, as the new advocate completes certification requirements which will allow her to be a Field Instructor instead of a Preceptor.

Field Instructors for the University of Oklahoma's Anne & Henry Zarrow School of Social Work are required to be Licensed Master Social Workers (LMSW). The individuals are currently in high demand and the total compensation - salary, benefits, Social Security/Medicare, and retirement - is expected to reflect this qualification. We have budgeted, in this request, both a step increase within the next grant period and a cost of living (4%) increase.

Although we have requested the position as a line-item in the budget covered by this application, we do not anticipate receiving these funds as it is too new and we do not have data to argue for stronger priority and the relationships have not been developed to provide anecdotal support. With dedication to grant goals and objective evaluations of programs and processes, we will be able to argue that the need for this position will make it an essential and high-priority budget item.

Future Funding

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Funding Sources

1. Describe the impact the 2021-2022 reduction in funding has affected your VOCA program.

Unfortunately, the Norman Police Department did not receive funding last year. While some of the decision regarding funding may have been impacted by 2020-2021 VOCA reductions overall, our program has struggled getting off the ground. Our hope is that the 2022-2023 funding along with the partnership with the University of Oklahoma's Anne and Henry Zarrow School of Social Work will help maintain the inertia necessary for sustained growth and development.

2. Have you developed a sustainability plan? If so, please describe.

Our desire is to have the advocate position be fully incorporated into the City of Norman's annual budget.

We have been successful, from previous VOCA grant applications, in realizing an annual incorporation of projected 25% matching funds for a victim advocate. We have also been able to non-VOCA funds for our faculty practicum student supervisor.

We strongly believe, once the program is fully established, that the City will ensure continuation of a full-time LMSW barring catastrophic economic conditions. (Please see the uploaded Sustainability Plan for details.)

If the program expands, we may continue to seek VOCA funds for additional personnel to fulfill those purposes. However, we have not yet been able to assess those needs and our ultimate goal in that case would still be to have positions incorporated as a line-item in the city's budget.

Non-Supplanting Requirement Would the federal funds being requested replace prior local or state support for this project ?

Yes No

If yes, please explain.

N/A

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Funding Sources

Audit Information

a) In the last two completed audits, were there any findings and/or recommendations for corrective action?

Yes No N/A

b) If yes, describe the finding(s) and whether the issue(s) has been corrected.

N/A

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Accounting System Review

1. Which best describes your accounting system?

Manual Automated
✓ Combination of Manual and Automated Systems

2. Does your agency receive multiple grant awards (from DAC and/or any other agencies)?

✓ Yes No

3. Do you maintain an individual ledger, separate from the general ledger, for each grant award?

✓ Yes ✓ No

4. Does your accounting system identify the receipt and expenditure of funds for each grant?

✓ Yes No

5. Please describe how you account for the receipt and expenditure of funds in the general ledger.

Revenues from DAC (we only receive reimbursement) are received by the City Treasury and deposited into revenue accounts unique for the grant.

Expenditures are allocated by Council into specific grant accounts based on expense type (e.g., salary, benefits, equipment, etc.). Expenditures for matching funds are allocated by council into the relevant general fund account. All expenditures are also given an associate project number regardless of fund or account.

The system of accounts and project numbers are recorded in the general ledger.

6. Does this grant include funding for personnel?

✓ Yes No

7. Are time sheets maintained for the employees that are paid on the grant?

Yes ✓ No

8. If no, describe how will the employee(s) record their time.

Our time sheets are electronic through a new payroll system. We have developed, however, an internal time sheet showing grant and matching hours worked. It is prepared by the financial manager, and signed/reviewed by the Victim Advocate.

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Accounting System Review

9. For ALL employees paid on the grant, are time sheets broken down by funding source?

Yes No

10. Are financial records maintained in-house or are they contracted out to another party?

In House Contracted Out
Combination of In-House and Contracted Out

11. Provide a brief description of the controls that are in place to ensure correct and accurate accounting and reporting.

Controls include, council oversight, multiple levels of approval for expenditures, separation between program managers and financial officers associated with the grant, and fundamental accounting principals (including annual audits) that are independent of the grant and managed outside of the Police Department (through the City's Finance Department).

12. Please describe the division of duties between the Project Director and Financial Officer :

The project director manages pursuit of the goals, objectives, and activities of the grant.

The financial officer compiles financial records , reviews purchases, and prepares all reports for DAC submission.

13. Who is the person responsible for depositing grant funds?

Barbra Andros - City Treasurer

14. Where are the grant funds deposited?

State Treasurer
County Treasurer
City Treasurer
 Bank
Other
If other, please specify:

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Accounting System Review

15. How many signatures are required on checks? 2

16. Identify the authorized check signers:

Name	Title
Anthony Francisco	Finance Director
Name	Title
Darrel Pyle	City Manager

17. Does your organization have written accounting policies and procedures? Yes No

John
Steg
e
Name of Financial Officer

Date:
Mar 4 2023 9:20AM

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Personnel & Benefits

Identify all requested salary positions, and include benefits (if requested).

Check this box if no Personnel & Benefits are being requested.

Name of Employee	Percent of time to be funded by VOCA	Total Salary for Project Period (excluding benefits)	Federal Funds Requested
Morgan Albright	75.0000%	\$62,850.67	\$47,138.00 Salary
Position/Title			
Victim Advocate			\$21,851.00 Benefits
New	Total Hours per week regardless of funding	Total Benefits for Project Period	
✓ Existing	40	\$29,134.67	Full Time Equivalent 1
Exempt	2022 VOCA Awarded Salary	2022 VOCA Awarded Benefits	
✓ Non - Exempt	\$47,138.00	\$21,851.00	

Has there been a salary increase for this person in the last year? Yes

Has funding for the position been lost or reduced? No

Total	Salaries	Benefits
	\$47,138.00	\$21,851.00

Personnel and Benefits Narrative

Instructions: If benefits are requested, the narrative must include a breakdown of the benefits provided. Provide a brief explanation of the personnel that will be assigned to the project. The narrative serves as an explanation of the figures.*

The position is considered non-union and is governed by the rules outlined in the City's Personnel Manual regarding salary and benefits.

Regular salary (at 40 hrs per week/2080 hrs per year) is \$69,286 for Step 2 which Morgan will reach before the end of the 2nd quarter in the 2023 grant period.

Benefits include:

- Health Insurance (City's Share): \$19,165 per year for a full-time employee.
- Life Insurance (City's Share): \$67per year for a full-time employee.

Personnel & Benefits

- Retirement (City's Share): \$5,889 (or 8.5% of the regular salary)
- Social Security (City's Share): \$4,296 (or 6.2% of the regular salary)
- Medicare (City's Share): \$1,005 (or 1.45% of the regular salary)

Are you a current subgrantee AND requesting a salary increase? Yes

If yes, provide detailed justification for salary increase for each position requested.

The salary increase for this request is based on two factors:

1. Morgan will reach Step 2 in the City of Norman Non-Union pay scale during the second quarter of the 2023 reporting period.
2. We have included a 4% COLA as a budgeting projection. Since this is a reimbursement grant, we cannot request that additional amount without actually having that increase apply.

* Supplanting is to deliberately reduce State or local funds because of the existence of Federal funds. For example, when State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose. VOCA crime victim assistance grant funds will be used to enhance or expand services and will not be used to supplant state and local funds that would otherwise be available for crime victim services. This supplantation clause applies to state and local public agencies only.

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Contractors and Consultants

Contractor/Consultant Rates

Compensation for individual contractor/consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. However, the rate may not exceed \$650 per day or \$81.25 per hour (if service is less than 8 hours in one day) without prior approval from DAC. Proof of such marketplace rate must be uploaded on the Contractor/Consultant page in OKGrants at the time of application submission.

Additional information regarding Contractor/Consultant Rates

- DOJ periodically establishes a prior approval threshold individual consultant rate. The current rate for each grant-making component is \$650 per day or \$81.25 per hour (if service is less than 8 hours in one day).

- When the rate exceeds the limit for an 8-hour day, or \$81.25 per hour, excluding travel and subsistence costs, the applicant must request written prior approval from DAC. Prior approval requests require additional justification. Justification may be a study of fair market value for the service in the applicant's service area.

- An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance.

- Please note, however, that this does not mean that the rate can or should be the maximum limit for all consultants.

- Rates above the established maximum threshold rate will be reviewed by DAC on a case-by-case basis and the request by the applicant to exceed the maximum threshold should be included in the VOCA grant application. Justification for exceeding the established maximum rate may include where a rate is established through a competitive bidding process.

- In order to calculate a rate of compensation for consultants associated with and employed by institutions of higher learning, divide the total compensation projected for 12 months by 260. If the resulting rate of compensation exceeds the maximum consultant rate of \$650 per day or \$81.25 per hour (if service is less than 8 hours in one day), written prior approval will be necessary.

- Compensation for consultants employed by State and local government will only be allowed when the unit of government will not provide these services without cost.

- If a State or local government employee has been contracted to provide services that are related to his or her employment with the State or local government, the rate of compensation is not to exceed the daily salary rate for the employee paid by the unit of government.

- If the State or local government employee has been contracted to provide services that are unrelated to his or her employment with the State or local government, then the rate of compensation is based on the necessary and reasonable cost principles which cannot exceed the maximum rate allowed by the awarding agency without prior written approval.

1) For each contractor/consultant, enter the name (if known), the type of service to be provided and the hourly or daily fee or rate. Consultant fees in excess of \$650.00 per day require additional justifications and prior approval from the Victims Services Director, District Attorneys Council.

2) Please provide a detailed explanation of the category in the Narrative section below. Explain how the consultant/contractor is necessary to the

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Contractors and Consultants

success of the project and provide any explanation necessary for the figures provided.

<u>Service or Product</u>	<u>Fee or Rate</u>			<u>Federal Funds Requested</u>
N/A	\$0	✓ Hourly Daily		\$0
			Total Request	\$0
Budget Narrative				
N/A				

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Travel

- 1) Travel must be project related. Itemize travel expenses by specific purpose and show basis of computation (include costs for meals, lodging, and mileage). Mileage, lodging, and per diem must be computed at the current state/federal rate (this can be less if a non-profit agency).
- 2) Please provide a detailed explanation of the category in the Narrative section below. Explain how the travel is necessary to the success of the project; identify the personnel who will be using the travel funds and the purpose of the travel.

Per Diem Rates Look-Up

Oklahoma Mileage Table

Destination	Mileage and/or Airfare	Per Diem, Lodging and Registration Costs	Federal Funds Requested
			\$0
Budget Narrative		Total Requested	\$0

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Equipment

- 1) List non-expendable items that are to be purchased (expendable items should be included in the Supplies Category).
- 2) Please provide a detailed explanation of the category in the Narrative section below. Explain how the equipment is necessary to the success of the project.

Equipment	Quantity	Unit Price	Federal Funds Requested
N/A	0	\$0	\$0
		Total Requested	\$0
Budget Narrative			
N/A			

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Facilities, Rentals and Leases

- 1) Identify and itemize facility, equipment rental and lease costs. Show the basis for computation and total cost.
- 2) Please provide a detailed explanation of the category in the Narrative section below. Explain the purpose and how the facilities, equipment rental and/or lease is necessary to the success of the project.

Facilities, Equipment Rental and Leases	Basis for Computation	Federal Funds Requested
N/A	N/A	\$0
		Total Requested
		\$0
Budget Narrative		
N/A		

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Supplies and Operating

- 1) General supplies include any materials that are expended or consumed during the project period (office supplies, training supplies, postage, printing costs).
- 2) Operating costs are expenses that are required to implement the project such as telephone, utilities, printing, and maintenance.
- 3) List each item separately by type and show the basis for computation.
- 4) Please provide a detailed explanation of the category in the Narrative section below. Explain why the supplies to be purchased and the operating expenses requested are necessary to the project.

Item	Quantity	Unit Price	Federal Funds Requested
Printing/Postage	2500	\$1	\$2,500
		Total Requested	\$2,500

Budget Narrative

Request includes mail outs to victims and postage for mail. Prior experience has found this to be the most productive mechanism for contacting victims.

- Printing @ \$.08 and Postage @ \$.63 rounded up to \$1.00.

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Other Costs

- 1) Itemize all other expenses not included in the other categories.
- 2) Please provide a detailed explanation of the category in the Narrative section below. Explain why the other expenses to be purchased are necessary to the project.

Item Description	Federal Funds Requested
N/A	\$0
Total Requested	\$0
Budget Narrative	
N/A	

Organization: Norman Police Department, City of

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- ✓ The organization understands a request for indirect costs is voluntary and chooses **NOT** to request indirect costs for this grant. If the above box is **NOT** checked, select from one of the groups below.

De minimis Indirect Cost Request

Instruction: The de minimis indirect cost rate may be requested by:

- a) Non-profit organizations that do not have a current negotiated federal indirect cost rate.
- b) State and local units of government, and federally recognized tribal governments that receive less than \$35 million in direct federal funding and do not have a current negotiated indirect cost rate with a cognizant agency.

Note: If this method is chosen, it must be used consistently until such time the organization chooses to negotiate an indirect cost rate.

The organization certifies it has never negotiated an indirect cost rate and meets the qualifications for a de minimis rate of % (a whole number between 1% & 10%) for this grant.

Organizations with Negotiated Indirect Cost Agreements

The organization requests the approved negotiated rate of . The agreement is for the following period: to .

The approved negotiated rate agreement is based on (select one)

Salaries Only; Salaries and benefits only; All budget categories;

Note: A copy of the current approved indirect cost agreement must be included with this application.

The organization has an approved negotiated rate of ; however, in order to allow a greater share of the program funds for direct program costs, the organization voluntarily chooses to charge a lesser rate of for this grant. The approved negotiated rate is for the following period: to .

The negotiated rate agreement is based on (select one)

Salaries only; Salaries and benefits only; All budget categories;

Note: A copy of the current approved indirect cost agreement must be included with this application on the Grant Enclosures page.

Organizations Requesting to Negotiate an Indirect Cost Rate

State and local units of government, and federally recognized tribal governments receiving between \$35 million and \$125 million in direct federal funding that have never negotiated an indirect cost rate, and any non-profit organization (regardless of how much federal funding is received) that has never negotiated an indirect cost rate, may choose to negotiate a rate with the District Attorneys Council (DAC), provided the DAC is the appropriate cognizant agency (e.g. DAC is the organization's major federal funding source). In order to negotiate an indirect cost rate with the DAC, you may do so by completing an Indirect Cost Proposal. Please contact DAC for guidance at 405-264-5006. Note: If the organization is currently

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receiving de minimis indirect costs on any federal grant, what is the de minimis rate? *Grant name:
Funding Agency:*

The organization requests the negotiated indirect cost rate of , as agreed upon by this organization and the DAC, pursuant to the cost allocation plan currently in use by the organization, modified total direct costs, or another methodology that provides a fair and equitable distribution of costs to all programs that benefit from the overhead in accordance with 2 CFR 200. A copy of the approved indirect cost agreement between the organization and the DAC must be attached to this application.

Note: If the organization is currently receiving de minimis indirect costs on other federal grants, what is the de minimis rate? Grant name(s): . Please note, once there is a negotiated rate, the organization no longer qualifies for a deminis indirect cost rate and must use the negotiated rate on all federal awards.

Note: Organizations receiving more than \$125 million in direct federal funding that wish to negotiate an indirect cost rate must go through their federal cognizant agency. A list of federal cognizant agencies can be found at <https://www.dol.gov/oasam/boc/dcd/dcd-agency-list.htm>.

*For more information on indirect costs, see 2 CFR Part 200,
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.*

*Capitalization Threshold Policy

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Match

- 1) Match for a VOCA grant can be met by using either cash, in-kind (donated items or volunteer hours) or a combination of the two.
- 2) Match may be met in any of the allowable categories that VOCA could fund. For example, the requested grant funds may be for personnel, but the applicant may choose to match the federal funds with 3rd party in-kind volunteer hours and travel paid from other sources. Match is considered the same as VOCA funding - it must be used for direct services to victims.
- 3) Outline in detail how your match will be met. The match breakdown should specify the categories in which matching funds will be used. Categories used to match the grant are independent of the categories requested for actual federal grant dollars. Use the Narrative box if more space is required.
- 4) Volunteer hours must be computed at minimum wage (\$7.25/hour) unless the volunteer work is considered professional or paraprofessional. The most current paraprofessional volunteer rate can be found at www.independentsector.org.
- 5) If the match requirement is a barrier to applying for VOCA funding, the VOCA Board and the Office for Victims of Crime may approve a match waiver or reduction.

My organization requests a match waiver or reduction. If yes, complete Match Reduction Request form below.

All Applicants

The VOCA grant requires all applicants meet the required match of 25% of the federal amount requested. This can be easily computed by taking the federal amount requested and dividing by four. Remember, match can only come from non-federal sources.

Organization: Norman Police Department, City of

2023-VOCA-Norman PD-191
Version Date: 10/03/2023 16:20:46

Match

Total Federal Award Requested

\$71,489

Total Match Required

Match Breakdown

	Description	Cash Amount	In-Kind Match	Total Match Amount
Personnel				
Benefits				
Contractors & Consultants				
Travel				
Equipment				
Facilities, Equipment Rental and Leases				
Supplies & Operating				
Other				
Volunteer Time				
TOTAL				

Match Narrative

Organization: Norman Police Department, City of

2023-VOCA-Norman PD-191
Version Date: 10/03/2023 16:20:46

Match

Match Reduction / Match Waiver Request Form Instructions

CURRENT VOCA GUIDELINE PERTAINING TO MATCH: The purpose of matching contributions is to increase the amount of resources available to the projects supported by grant funds. Matching contributions are required for each VOCA-funded project and must be derived from nonfederal sources. All funds designated as match are restricted to the same uses as the VOCA victim assistance funds and must be expended within the grant period. **Any deviation from this policy must be approved by the VOCA Grant Board and the Office for Victims of Crime (OVC).**

The purpose of this form is to provide a method for requesting a partial or full match waiver from OVC for this subgrant. The VOCA Board will review the information submitted by the applicant and decide whether or not to recommend a match waiver to OVC. Should the Board agree that a match waiver is warranted, after all attempts by the subrecipient to meet the required match have been exhausted, the next step is for DAC to submit the request to the OVC. The OVC Director will make the final decision on whether or not a match waiver is approved.

Match Reduction / Match Waiver Request Form

Organization Name:

Subgrant Number: Project Period: -

Total Federal Award Requested:

Total Match Required **before waiver**:

How much of the required match does the organization request to waive:

The organization can match during the project period.
(This amount must equal the total match amount in the match breakdown chart above.)

MUST COMPLETE QUESTIONS 1-8 BELOW TO REQUEST A MATCH WAIVER.

1. How is the grant currently being matched (ie. In-kind sources and cash sources)

Organization: Norman Police Department, City of

2023-VOCA-Norman PD-191
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Match

2. What extenuating circumstances exist that impede the organization's ability to partially or fully match the VOCA grant funds requested?

Has the organization considered all possible options for meeting the match with in-kind and cash sources that are not being used as match on another federal grant? YES NO

4. What methods has the organization used to consider all possible options for meeting the match requirements?

5. What steps does the organization plan to take in order to be able to meet the match requirement in the future (ie. Recruiting more volunteers)?

6. If a grant match waiver is approved, does the organization anticipate this is a one-time request or are there extenuating circumstances that will require a waiver request next year?

7. How would the denial of a match waiver impact the VOCA project?

8. Would the program have to decline all or part of the grant award if a match waiver is not granted?

Organization: Norman Police Department, City of

2023-VOCA-Norman PD-191
Version Date: 10/03/2023 16:20:46

Budget Summary

	<u>VOCA Subgrant</u> <u>Request</u>	<u>Cash</u> <u>Match</u>	<u>In-Kind</u> <u>Match</u>	<u>Total</u> <u>Amount</u>
Personnel	\$47,138	\$0	\$0	\$47,138
Benefits	\$21,851	\$0	\$0	\$21,851
Contractors & Consultants	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Facilities, Equipment Rental and Leases	\$0	\$0	\$0	\$0
Supplies & Operating	\$2,500	\$0	\$0	\$2,500
Other	\$0	\$0	\$0	\$0
Indirect Costs	\$0			\$0
Volunteer Time			\$0	\$0
TOTALS	\$71,489	\$0	\$0	\$71,489

Organization: Norman Police Department, City of

2023-VOCA-Norman PD-191
Version Date: 10/03/2023 16:20:46

Grant Enclosures

The following items must be attached to the application using the upload prompt.

1.) Job Descriptions (if requesting Personnel/Benefits costs)

https://grants.ok.gov/_Upload/877513_838826-Enclosure1.pdf

2.) Matching Personnel Job Description(s)

3.) Board of Directors (Must include contact information.)

https://grants.ok.gov/_Upload/877513_838832-Enclosure3.pdf

4.) Organizational Chart

https://grants.ok.gov/_Upload/877513_838831-Enclosure4.pdf

5.) Memorandums of Understanding and/or Letters of Support
(if a new applicant or if new services are being proposed)

https://grants.ok.gov/_Upload/877513_838833-Enclosure5.pdf

6) Cell Phone Policy

* Upload required only if requesting funding for this category

7) Transitional Housing Policy

* Upload required only if requesting funding for this category

Organization: Norman Police Department, City of

2023-VOCA-Norman PD-191
Version Date: 10/03/2023 16:20:46

Grant Enclosures

8) Relocation Policy

* Upload required only if requesting funding for this category

9) Emergency Funds Policy

* Upload required only if requesting funding for this category

10) Federal Negotiated Indirect Cost Agreement or Proposal

* Upload required only if requesting funding for this category

11) EEOP Certification

* Upload required

https://grants.ok.gov/_Upload/877513_838841_1-Enclosure 11.pdf

12) Proof of Non-Profit IRS 501 (c) 3 Status

13) Assurances

* Upload required

https://grants.ok.gov/_Upload/877513_838842-Enclosure13.pdf

Organization: Norman Police Department, City of

2023-VOCA-Norman PD-191
Version Date: 10/03/2023 16:20:46

Grant Enclosures

14) Sustainability Plan

https://grants.ok.gov/_Upload/877513_842054-Enclosure14.pdf

Organization: Norman Police Department, City of

2023-VOCA-Norman PD-191
Version Date: 10/03/2023 16:20:46

Application Agreement and Submission

Application Agreement: By submitting this application, the Authorizing Official certifies 1) that the applicant agency is eligible to apply, 2) that the information provided in the application is accurate, and 3) that the applicant agency agrees to comply with all state and federal provisions of the Victims of Crime Act (VOCA) grant, the attached Certified Assurances, and all other state and federal laws. Your typed name, in lieu of your signature, represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The documentation has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

1. Assurances
2. Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements

Authorizing Official	Kevin Foster		
Title	Chief of Police		
Address	201 W. Gray St., Ste. B		
City	Norman	State Oklahoma	Zip+4 73069-7108
Area Code/Phone Number	(405) 366-5201		
Area Code/Fax Number	(405) 366-5246		
E-mail Address	PDChief@NormanOK.gov		

*The Authorizing Official must be logged in to sign and submit the application . If Authorizing Official is unavailable to sign and submit, a letter of designation can be uploaded prior to submission.

✓ I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

You must hit the SAVE button before you can submit the application . By clicking this link, you will be directed to the Application Status Menu where you must click the APPLICATION SUBMITTED button .

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A COURT ORDER: A RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE TOTAL AMOUNT OF \$21,726.00 REGARDING SEAN MICHAEL TUSCHMANN VS. THE CITY OF NORMAN, OKLAHOMA WORKERS' COMPENSATION COMMISSION CASE 2022-04310 H.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/23

REQUESTER: Jeanne Snider

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A COURT ORDER: A RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE TOTAL AMOUNT OF \$21,726.00 REGARDING SEAN MICHAEL TUSCHMANN VS. THE CITY OF NORMAN, OKLAHOMA WORKERS' COMPENSATION COMMISSION CASE 2022-04310 H.

BACKGROUND:

Sean Michael Tuschmann is a Lieutenant for the City of Norman's Police Department Patrol Division. Mr. Tuschmann filed claim CM-2022-04310 H with the Oklahoma Workers' Compensation Commission on July 19, 2022, alleging a single incident injury on February 25, 2022 to the Left Shoulder, Left Elbow, and Left Hand when he slipped on ice and landed on his left shoulder/side. The case proceeded through the normal litigation process. A trial was held September 19, 2023 on the issue of nature and extent of permanent partial disability. On September 21, 2023, the Court awarded 16 percent (\$20,736.00) Permanent Partial Disability to the LEFT SHOULDER, 1 percent (\$990.00) Permanent Partial Disability to the LEFT ARM (ELBOW), and 0 percent Permanent Partial Disability to the LEFT HAND for a total award of \$21,726.00 to be paid to Mr. Tuschmann weekly at the rate of \$360.00 commencing August 27, 2022 until the entire award is paid in full. It is recommended that the City comply with the Order. Further, because only two weeks would be left in the Permanent Partial Disability payout, it is recommended that the total award be paid in full.

DISCUSSION:

Mr. Tuschmann is a 13 year employee of the City of Norman who was hired as a Police Officer on October 9, 2009 and was promoted to Master Patrol Officer on April 9, 2014 and Lieutenant on April 29, 2016.

Medical Treatment. Mr. Tuschmann was initially examined at the Emergency Room at Norman Regional Hospital on the day of his injury and treated conservatively. He then followed up with Norman Regional Occupational Medicine and was sent for a magnetic resonance imaging (MRI) study on March 3, 2022. Mr. Tuschmann was then referred to orthopedic surgeon Dr. Moses. Due to MRI findings, he underwent arthroscopic debridement of the left rotator cuff with distal clavicle excision on April 1, 2022 followed by postoperative physical therapy. He continued to follow-up with Dr. Moses and was released Maximum Medical Improvement without restrictions on August 24, 2022.

Issues for Trial. The issue tried on September 19, 2023, before the Oklahoma Workers' Compensation Commission was nature and extent of permanent partial disability benefits to the Left Shoulder, Left Elbow, and Left Hand. Permanent partial disability is a factual determination made by the Workers' Compensation Commission Trial Judge based on doctors' opinions and medical records regarding the extent of permanent partial impairment.

Evaluations. On February 13, 2023, Mr. Tuschmann was rated by Dr. Lance Rosson who opined 27 percent (\$34,992.00) impairment to the Left Shoulder, 18 percent (\$17,820.00) impairment to the Left Arm/Elbow, and 17 percent (\$13,464.00) impairment to the Left Hand to include entitlement to continuing medical benefits in the nature of prescription medications on an as-needed basis as well as other treatment that his treating physician or further selected physicians might deem necessary with respect to this job-related injury. He further noted that Mr. Tuschmann had implanted medical devices, to include four anchors for his rotator cuff repair and this retained hardware/instrumentation/prosthetic/medical device could potentially result in future issues and the need for additional surgical intervention.

The City had Mr. Tuschmann evaluated by Dr. William Jones on June 5, 2023. Dr. Jones opined 9 percent (\$11,664.00) impairment to the Left Shoulder and 0 percent impairment to the Left Arm and Left Hand based on normal physical and range of motion of those body parts. He reported that the rotator cuff anchors are bioabsorbable and are not intended to be replaced or repaired, there is no specific or consequential injury to the left arm or left hand, and ongoing palliative and maintenance medications, continuing medical maintenance, or physicians care would not be needed.

The Workers' Compensation Commission Trial Judge is free to make a ruling within the range of medical evidence presented at the time of trial. The City's maximum permanent partial impairment exposure would be \$66,276.

Court Award: The case was heard by the Workers' Compensation Commission on September 19, 2023. After hearing the Claimant's testimony and considering the expert medical evidence, the Court entered its Order on September 21, 2023. The Court found compensable work-related injury to the Left Shoulder and Left Arm (Elbow).

The Court's findings are set out in the Order as follows:

-3.- "That as a result of said injury, Claimant has sustained 16% Permanent Partial Disability to the LEFT SHOULDER, 1% Permanent Partial Disability to the LEFT ARM (ELBOW), and 0% Permanent Partial Disability to the LEFT HAND. At Claimant's rate of compensation, this is equal to an award of \$21,726.00, which shall be paid to Claimant weekly at the rate of \$360.00 commencing August 27, 2022, until the entire award is paid in full."

As can be noted in No. 3 of the Commission's Order, PPD compensation is expressed in terms of "weeks" of compensation with an accompanying "weekly wage rate." Workers' Compensation awards are normally paid at the weekly rates over a period of time. Mr. Tuschmann's weekly wage PPD rate is \$360.00. In this instance, the majority of the award has accrued.

-5.- "Maximum attorney fees of 20% of the permanent partial disability benefits are awarded herein, pursuant to 85A O.S., §82."

If approved by Council, Mr. Tuschmann and his attorney would be paid the accrued lump sum amount and attorney's fee; however, because only two weeks would be left in the Permanent Partial Disability payout, it is recommended that the total award be paid in full.

Further, in complying with the Order, the City will incur additional costs and fees as set out in Paragraph Nos. 6 through 8. Special Occupational Health and Safety Fund Tax in the amount of \$162.95, Workers' Compensation Administration Fund in the amount of \$434.52, filing fee to the Workers' Compensation Court in the amount of \$140.00, and filing fee to Cleveland County in the amount of \$154.14. The costs and fees total \$891.61, which brings the total cost of this Order to \$22,617.61. Adequate funds are available in the Order/Settlements Account (43330102-42131).

-9.- "Pursuant to 85A O.S. § 31(7), For injuries occurring on or after July 1, 2019, a Multiple Injury Trust Fund assessment in the amount of \$651.78, representing (3%) of the Claimant's permanent partial disability award shall be deducted and paid to the Oklahoma Tax Commission by the Respondent.

RECOMMENDATION:

The issues tried on September 19, 2023, were nature and extent of permanent partial disability benefits to the Left Shoulder, Left Arm (Elbow), and Left Hand. The Court Award in this case is within the medical evidence submitted. It is not anticipated a more favorable ruling for the City could be achieved by further litigation. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require payments as outlined above. The Order would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 313, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the Order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

ORDER FILED
September 21, 2023

WORKERS'
COMPENSATION COMMISSION

SEAN MICHAEL TUSCHMANN)	
Claimant)	Commission File No.
)	CM3-2022-04310H
CITY OF NORMAN)	
Employer-Respondent)	Claimant's Social Security
)	Number: xxx-x6-6872
CITY OF NORMAN)	
Insurer)	

ORDER DETERMINING COMPENSABILITY AND AWARDING PERMANENT PARTIAL DISABILITY BENEFITS

Hearing before Administrative Law Judge P BLAIR MCMILLIN on September 19, 2023, in OKLAHOMA CITY, Oklahoma.

Claimant appeared by counsel, EMILY BISCONI for JOSEPH C BISCONI II.

Respondent and insurance carrier appeared by counsel, JEANNE SNIDER.

I. FACTS AND STIPULATIONS

Claimant seeks a finding of compensable work-related injury to the LEFT SHOULDER and LEFT ARM (ELBOW) (direct and consequential) and LEFT HAND (direct and consequential) on February 25, 2022 and an award of permanent partial disability therefor. Respondent stipulates to jurisdictional issues and admits compensable work-related injury to the LEFT SHOULDER only and denies compensability to the LEFT ARM (ELBOW) and LEFT HAND. The parties are in agreement that the rate for permanent partial disability can be adjudicated at \$360.00 and that the accrual date for permanent partial disability is August 27, 2022.

Claimant requests the reservation of any issues arising under 85A O.S. §50(f) as a result of his LEFT SHOULDER surgery.

II. DISCUSSION

While employed as a patrol lieutenant, Claimant slipped and fell on in the parking lot on February 25, 2022. He alleges injuries to the left shoulder, left arm/elbow, and left hand as a result of that fall. Claimant also alleges consequential injuries to the left arm/elbow and left hand as a result of overuse and post-operative physical therapy to his left shoulder. Respondent only admits an injury to the left shoulder as a result of the February 25, 2022 accident. Respondent provided Claimant medical treatment with Norman Regional Hospital emergency room and Dr. Mark Moses for his left shoulder (Claimant's Exhibit No. 2).

Immediately following his accident, Claimant reported left shoulder pain and difficulty extending his arm after falling onto his lateral anterior shoulder per the ER record. Dr. Moses provided treatment

for Claimant's left shoulder to include physical therapy, medications, activity modifications, and arthroscopic surgery. The operative report reflects a full-thickness tear of the supraspinatus and most of the infraspinatus tendons along with significant erythematous changes of the rotator cuff. Dr. Moses also noted in his report that Claimant required a complex surgical reconstruction of his shoulder.

Following his left shoulder surgery, Claimant was in a sling for six weeks. Claimant began physical therapy four weeks after surgery and progressed to active strengthening at the six weeks. Except for the May 26, 2022 record, the physical therapy notes only reflect complaints to the left shoulder (Claimant's Exhibit No. 2). Claimant acknowledged at hearing that the physical therapist only treated his left shoulder. However, Claimant advised his therapist that his elbow hurt more than his shoulder as a result of his home exercises on May 26, 2022. Likewise, Claimant reported discomfort in his left elbow to Dr. Moses on June 15, 2022. At his July 13, 2022, Dr. Moses noted Claimant's ongoing symptoms of carpal tunnel syndrome and tennis elbow. Dr. Moses stated that he was unsure whether those complaints were related to Claimant's rehabilitation efforts. Claimant was released at maximum medical improvement (MMI) without restrictions on his left shoulder on August 24, 2022. Claimant initially returned to work on a light duty basis for Respondent in June of 2022. He returned to work full duty for Respondent as a patrol lieutenant in August of 2022.

Claimant testified that he has symptoms in his left shoulder, arm, and hand after his fall on February 25, 2022. Following his shoulder surgery, Claimant's left arm and left hand symptoms worsened. He developed pain in his left elbow and tingling in his pinky and ring fingers of his left hand. At the time he was released by Dr. Moses for his left shoulder, Claimant testified that he developed numbness and tingling into his left thumb as well. The numbness and tingling originate in the left elbow and travel on either side of his left arm into his thumb and last two fingers. Claimant is a left side sleeper and now has difficulty maintaining that position throughout the night. He has stiffness, popping, grinding, catching and pain in his left shoulder. Claimant's left shoulder easily fatigues, particularly with activity. He has altered his workouts to accommodate for his left shoulder limitations. Claimant acknowledged that he is able to perform all of his required job duties as a police officer. Claimant is right hand dominant. Claimant occasionally takes over-the-counter ibuprofen and testified that his daily level pain fluctuates with his activities.

Claimant submitted the February 24, 2023 report of Dr. Lance Rosson who found direct injuries to his left shoulder, left arm/elbow and left hand as well as consequential injuries due to physical therapy and overcompensation for his shoulder injury for the latter two body parts (Claimant's Exhibit No. 1). Dr. Rosson provided impairment ratings as follows: 27% permanent partial impairment (PPI) to the whole man (left shoulder); 18% PPI left arm/elbow; and 17% left hand.

Respondent submitted the June 5, 2023 report of Dr. William Jones who found no evidence of injury or permanent impairment to the left arm/elbow and left hand (Respondent's Exhibit No. 1). He opined that Claimant sustained 9% PPI to the whole man as a result of his compensable left shoulder injury. He found no impairment to the left arm or left hand based on normal physical examination and normal range of motion of those body parts.

After assigning weight and credibility to all evidence submitted, I find that Claimant has proven by a preponderance of the evidence that he sustained a compensable injury to the left shoulder on February 25, 2022 and compensable consequential injuries to the left arm/elbow and left hand. I am most persuaded by Claimant's credible testimony and the opinion of Dr. Rosson as to causation of his

left arm/elbow and left hand complaints and note that those body parts were not mentioned in the historical medical records until after Claimant's surgery. As such, I am not persuaded that Claimant sustained a direct injury to the left arm/elbow or left hand. Based on Claimant's testimony, the treating medical records and the rating medical reports offered, I find Claimant has sustained 16% permanent partial disability to the left shoulder, 1% permanent partial disability to the left arm/elbow and 0% permanent partial disability to the left hand as a result of his compensable injury and is entitled to compensation as set forth below.

III. FINDINGS AND CONCLUSIONS

The Commission, having considered the evidence and records on file, and being duly advised in the premises, FINDS AND ORDERS AS FOLLOWS:

1. That on February 25, 2022, Claimant sustained compensable work-related injury to the LEFT SHOULDER and LEFT ARM (ELBOW).
2. That Claimant's rate for permanent partial disability is adjudicated at \$360.00.
3. That as a result of said injury, Claimant has sustained 16% Permanent Partial Disability to the LEFT SHOULDER and 1% Permanent Partial Disability to the LEFT ARM (ELBOW) and 0% Permanent Partial Disability to the LEFT HAND. At Claimant's rate of compensation, this is equal to an award of \$21,726.00, which shall be paid to Claimant weekly at the rate of \$360.00 commencing August 27, 2022, until the entire award is paid in full.
4. That the issue of whether Claimant's retained hardware in the left shoulder constitutes a medical device pursuant to Title 85A O.S. §50(f) is RESERVED for future hearing.
5. Maximum attorney fees of 20% of the permanent partial disability benefits are awarded herein, pursuant to 85A O.S., §82.
6. That pursuant to Title 85A O.S., §118, a final award fee of one hundred forty dollars (\$140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Workers' Compensation Commission if not previously paid.
7. Pursuant to 40 O.S., §418, the Respondent-Insurer shall pay to the Oklahoma Tax Commission the Special Occupational Health and Safety tax in the amount of \$162.95, representing three-fourths of one percent of the total workers' compensation losses ordered herein, excluding medical payments and temporary total disability compensation.
8. Pursuant to 85A O.S., §122(B)(2), Respondent, if OWN RISK, shall pay a workers' compensation assessment in the amount of \$434.52 to the Oklahoma Tax Commission, representing two percent (2%) of the (permanent disability benefits) herein.
9. Pursuant to 85A O.S. § 31(7), For injuries occurring on or after July 1, 2019, a Multiple Injury Trust Fund assessment in the amount of \$651.78, representing (3%) of the Claimant's permanent partial disability award shall be deducted and paid to the Oklahoma Tax Commission by the Respondent.

IT IS SO ORDERED.

DONE this 20th day of SEPTEMBER, 2023.

BY ORDER OF:



P BLAIR MCMILLIN
ADMINISTRATIVE LAW JUDGE

km/SCox

A copy of this order was sent by electronic mail or registered mail on this file stamped date to:

Claimant's Attorney: JOSEPH C BISCONE II
105 N HUDSON AVE STE 100
OKLAHOMA CITY, OK 73102-4801

Respondent's Attorney: JEANNE SNIDER
PO BOX 370
NORMAN, OK 73070

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this Commission on this date.



Norma McRae
Commission Clerk
September 21, 2023



SEAN MICHAEL TUSCHMANN v. City of Norman

CM3-22-04310 H
 SS# XXX-X6-6872; Atty: Biscone
 City Council Date 10/10/23

Trial Date: 9/19/23 Order Date: 9/21/23
 DOH 10/9/09
 DOR: NA

Date of Injury: 2/25/22 (SI)
 PPD Wage: \$360

Memo
 Resolution N/A
 Purchase Requisitions

Court Order

Permanent Partial Disability Settlement	\$20,736.00	16% L Shoulder (Whole Body)
	\$990.00	1% L Arm (Elbow) (Arm)
	\$0.00	0% L Hand (Hand)

Total Award (PPD)

Attorney Fees (20% of PPD)
 Net to Claimant

\$ 21,726.00
 \$ (4,345.20)
\$17,380.80

Per Order
Commencing 8/27/22

Total to Attorney & Claimant

Less Multiple Injury Trust Fund (3% of PPD)

\$21,726.00
(\$651.78)
\$21,074.22

43330102-42134
 43330102-42131

City's Settlement Costs (953-092)

Workers Comp. Admn. Fund (2% of PPD)
 Occupational & Health Trust Fund (0.75%)
 Filing Fee - Workers Compensation Commission

\$ 434.52
 \$ 162.95
 \$ 140.00
\$ 737.47

Vendor

2267 43330102-42133
 1950 43330102-42135
 12122 43330102-44704

Filing Fee - Cleveland County District Court

\$ 154.14
\$ 891.61

434 43330102-44703

Total Settlement Cost

IF Compromise Settlement
 Affidavit of Foreign Judgment
 Assignment of Judgment
 Checks with case name on them
 Certificate of Mailing

\$22,617.61
 11 x
 4 x
 4 x
 1
 3 x

File Closing procedure

- Send Tax Roll Memo to Finance (1st) w/Agenda Approval
- Send in Taxes to Tax Commission
- Send filing fee to Comp Court
- Mail Certified Copy of JP or CS - Mail to all providers
- File Affidavit & Assigment in District Court
- Send Tax Roll Memo to Finance (1nd) w/Aff & Assigment
- Final Letter to Attorney (Sending Aff/Assigment)
- Log onto Legal's tracking spreadsheet (Legal/WC/Audits)
- Index in file list & place in storage
- Send Closing Letter to Claimant's Attorney

Completion
Date

File Attachments for Item:

13. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-68: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$5,000 FROM THE MCGEE SIDEWALK CONSTRUCTION PROJECT TO THE 12TH AVENUE NE AND HIGH MEADOWS INTERSECTION PROJECT TO PAY FOR CONSULTANT TESTING SERVICES.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-68: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$5,000 FROM THE MCGEE SIDEWALK CONSTRUCTION PROJECT TO THE 12TH AVENUE NE AND HIGH MEADOWS INTERSECTION PROJECT TO PAY FOR CONSULTANT TESTING SERVICES.

BACKGROUND:

The intersection of 12th Avenue NE and High Meadows Drive is currently a three-legged intersection that was signalized in 1993, without roadway improvements to provide a southbound left turn on 12th Avenue NE onto High Meadows Drive. The intersection is located north of Robinson Street with High Meadows Drive providing access to Eisenhower Elementary School and surrounding residential neighborhoods (a vicinity map is attached). The increasing volume of traffic and the resulting increase of collisions have exposed the need for a dedicated turn lane and new traffic signals at this intersection.

Installing the southbound left turn lane requires widening of the existing four-lane section at the intersection. This project also provides the opportunity for the City to upgrade the signal interconnect system along 12th Avenue NE with fiber optic cable between Robinson Street and Rock Creek Road. A map of what the proposed intersection would look like is attached.

This section of 12th Avenue NE in Norman also serves as U.S. Highway 77. The Oklahoma Department of Transportation (ODOT) maintains jurisdiction over maintenance and improvements to the highway; however, 12th Avenue NE also serves as a major arterial street in Norman and intersects with many other city streets. While the City is responsible for the design of intersection signalization projects on 12th Avenue NE, future construction must be coordinated with ODOT.

On January 10, 2023, City Council approved a funding agreement between ODOT and the City of Norman for the 12th Avenue NE and High Meadows Drive intersection improvement project. In that agreement, it was stipulated that the City of Norman would include in its Contract Administration of the project a contract with a specialized consultant firm to provide soil compaction as well as pavement design testing services.

On March 28, 2023, City Council approved a contract with Rudy Construction to construct the proposed improvements at the 12th Avenue NE intersection with High Meadows Drive. Separately, a contract was negotiated with CEC to provide material testing services required for the project. A not to exceed fee of \$5,000 was negotiated with CEC for these testing services. No specific funds were identified at the time to pay CEC for this work (a copy of that agreement is attached).

DISCUSSION:

For these testing services, the local share will be 100 percent since the fees associated with the testing services was not included in the funding agreement negotiated with ODOT. Two invoices from CEC have been received to date totaling just over \$1,700. To be able to pay these invoices, funds need to be identified for transfer into the 12th Avenue NE and High Meadows Drive construction account.

A project with available excess funding has been identified to fund these existing and future invoices from CEC for material testing services. This project is McGee Sidewalks: SH9-Lindsey, Construction (Account 50597712-46101; Project TR0115) which has an available balance of \$64,000. This project is currently nearing completion of the construction phase with remaining costs expected to be less than \$20,000. Re-allocating (transferring) \$5,000 from this account will leave a balance of \$59,000 in this account to pay all remaining construction-related bills for this project, of which none have been received to date.

The re-allocated funds from the McGee Sidewalk Construction account are recommended to be transferred to 12th Ave NE & High Meadows Drive, Construction (Account 50590079-46101; Project TR0051). The necessary transfer is summarized in the following table:

Losing Account			Gaining Account		
Project	Beginning Balance	Ending Balance	Project	Beginning Balance	Ending Balance
TC0115	\$64,000	\$59,000	TR0051	\$360,000	\$365,000

RECOMMENDATION:

Staff recommends approval of Resolution R-2324-68, re-allocating (transferring) \$5000 from the McGee Sidewalks project to the 12th Ave NE & High Meadows Drive project.

Resolution

R-2324-68

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$5,000 FROM THE MCGEE SIDEWALK CONSTRUCTION PROJECT TO THE 12TH AVENUE NE AND HIGH MEADOWS INTERSECTION PROJECT TO PAY FOR CONSULTANT TESTING SERVICES.

- § 1. WHEREAS, the intersection of 12th Avenue NE and High Meadows Drive is currently a three-legged intersection that was signalized in 1993; and
- § 2. WHEREAS, this intersection also serves U.S. Highway 77 and the Oklahoma Department of Transportation (ODOT) maintains jurisdiction over any future maintenance or improvements to the highway; and
- § 3. WHEREAS, the increasing volume of traffic at this intersection has resulted in an increased number of collisions, and has exposed the need for a dedicated turn lane with new traffic signals; and
- § 4. WHEREAS, on January 10, 2023, City Council approved a funding agreement between ODOT for the intersection improvement project and the City stipulated that it would include a specialized consultant firm to provide soil compaction as well as the pavement design testing services; and
- § 5. WHEREAS, on March 28, 2023, City Council approved a contract with Rudy Construction to construct the proposed improvements at the 12th Avenue NE intersection with High Meadows Drive; and
- § 6. WHEREAS, a contract was then also negotiated with Cobb Engineering Company (CEC) to provide the testing services that were required for the intersection project but it was to not to exceed \$5,000; and
- § 7. WHEREAS, at the time of the contract with CEC, no specific funds were not identified; and
- § 8. WHEREAS, Staff has since identified the McGee Sidewalk Project as having available excess funds and is requesting to transfer \$5,000 to the 12th Avenue NE and High Meadows Intersection Project to pay for the CEC testing services that is required by the agreement with ODOT.

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

- § 9. That the following transfer be made for reason stated above:

Account Name	Losing Account	Gaining Account	Amount
12 th Ave NE & High Meadows Drive, Construction	TC0115, 50597712-46101	TR0051 50590079-46101	\$5,000

PASSED AND ADOPTED this 10th day of October, 2023.

Mayor

ATTEST:

City Clerk

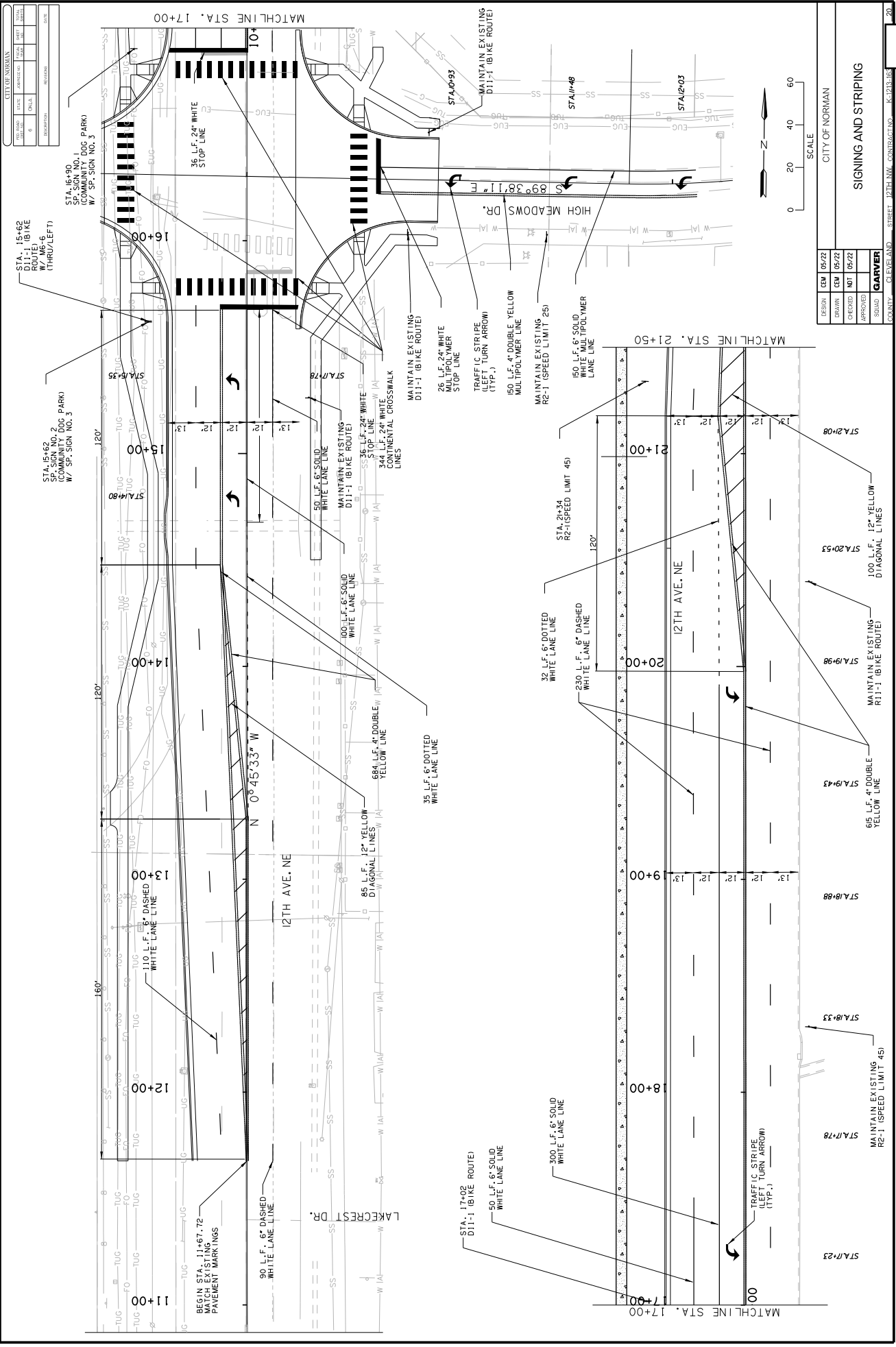




**12th AVE. NE and
HIGH MEADOWS DR.
INTERSECTION**



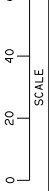
1" = 200'



DESIGN	CEM	05/22
DRAWN	CEM	06/22
CHECKED	BOT	06/22
APPROVED	GARVER	
SOLID		
CITY OF NORMAN		

SIGNING AND STRIPING

CITY OF NORMAN
 COUNTY: CLEVELAND - STREET: 12TH AVE. - CONTRACT NO.: KS1203.016



CONTRACT FOR CONSTRUCTION TESTING SERVICES

This contract for construction testing services ("Contract") is entered into this 18~~th~~ day of December, 2012 by and between the City of Norman (a municipal corporation) ("City"), and its successors in interest, the Norman Utilities Authority ("NUA") and Cobb Engineering Company ("Consultant")

WITNESSETH:

**CONTRACT NO. K-1213-132
CONSTRUCTION TESTING SERVICES**

WHEREAS, the City/NUA 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 City/NUA to utilize the services contained in this contract on an as-needed basis for a period of one (1) year or longer as needed to complete any work started in that time frame from the date of the original Contract; 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. <i>City/NUA</i>	City of Norman, OK, and/or Norman Utilities Authority as it applies to the specific project for which services are rendered.
B. <i>Engineer</i>	The officer or/agent of the City/NUA in charge of overseeing the specific project for which services are be rendered.
C. <i>Term of Contract</i>	The term of this Contract shall run from the date of execution through one (1) year.

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 City/NUA, 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 City/NUA/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 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 City/NUA 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 City/NUA. 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. No Extra Work. No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City/NUA unless such work or service is first approved in writing by the City/NUA.
4. 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 City/NUA agrees to pay the Construction Testing Consultant as compensation for professional services described therein at the unit rates included in Attachment A.
5. Payments

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 City/NUA 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 City/NUA 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 City/NUA. 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 City/NUA 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.

Claims over \$12,500 require an Invoice Affidavit in accordance with state law. The City/NUA will review the invoice for payment. Should the City/NUA 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.

6. Indemnity. To the fullest extent permitted by law, the Construction Testing Consultant agrees to release, defend, indemnify and save harmless the City/NUA, 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 City/NUA 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 City/NUA, with counsel satisfactory to the City/NUA. This section shall survive the expiration of the Contract. Provided, however, the Construction Testing Consultant needs not release, defend, indemnify or save harmless the City/NUA and or their officers, agents and employees, from damages or injuries resulting from the negligence of the City/NUA, 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.

7. 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 City/NUA 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 City/NUA 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 City/NUA 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.

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 City/NUA. 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 City/NUA. The required policies of insurance shall be performable in the Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to the City/NUA 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 City/NUA and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the

City/NUA 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 City/NUA such statement. The Construction Testing Consultant authorizes the City/NUA such 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 City/NUA.

- B. 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 City/NUA.
- C. The insurance coverage and limits required of the Construction Testing Consultant under this Contract are designed to meet the minimum requirements of the City/NUA. 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.
- D. The Construction Testing Consultant shall provide the City/NUA 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 City/NUA'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	Limit each person
	\$1,000,000.00	Limit each accident
Property damage liability	\$25,000.00	Limit each accident
	or	
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 City/NUA upon completion, expiration, cancellation or termination of this Contract. The City/NUA 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 City/NUA 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.

Any lapse of insurance coverage is declared a breach of this Contract. The City/NUA may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.

8. Termination for Convenience. The City/NUA may terminate this Contract, in whole or in part, for the City/NUA's convenience. The City/NUA may terminate by delivery or a notice to the Construction Testing Consultant, pursuant to paragraph "Notices" herein.

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 City/NUA 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.

Upon termination for the convenience by the City/NUA, the City/NUA 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.

The rights and remedies of the City/NUA provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract

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 City/NUA'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 City/NUA:

The City of Norman
201-A West Gray
Norman, Oklahoma

Address shall include specific Attn: to the Department and person representing the City/NUA as overseeing the specific City/NUA 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:

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 City/NUA 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 "Indemnity" and/or "Insurance" of this Contract. In the event the City/NUA issues a stop work order to the Construction Testing Consultant, the City/NUA 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 five (5) years after the final acceptance of the last completed project under this contract by the City/NUA, or until the final resolution of any outstanding disputes between the City/NUA 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 City/NUA 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 City/NUA and the City/NUA'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 City/NUA and Construction Testing Consultant. Agreement as to the time and place for audits may not be unreasonable withheld.

- 14. Reporting to the City/NUA. The Construction Testing Consultant shall report to the City/NUA 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. Work Order. A project-specific work order for each construction testing project will be provided to the Construction Testing Consultant by the City/NUA, 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 City/NUA, indicating the length of extension required to perform a task, the City/NUA 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.
17. 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 City/NUA 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 City/NUA shall be at the City/NUA'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.
18. 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.
19. Subconsultants. The Construction Testing Consultant agrees to submit for approval by the City/NUA, 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 City/NUA and seek pre-approval of any substitutions or changes in subconsultants or subcontractors.
20. 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 shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The

Construction Testing Consultant shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such action shall include, but not limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The nondiscrimination shall agree to post in conspicuous places, available to employees and applicants for employment, all notices applicable by law.

- 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 City/NUA. The Construction Testing Consultant may be declared by the City/NUA 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.
21. 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 City/NUA, 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 "Termination for Default" subparagraph B.
22. Termination for Default. The City/NUA may cancel this Contract in whole or in part, for failure of the Construction Testing Consultant to fulfill or promptly fulfill its obligations under this Contract.
- A. After due notice 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 City/NUA any contracts and/or agreements relative to this project entered into between the Construction Testing Consultant and its subcontractors and subconsultants, as the City/NUA 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 City/NUA, the City/NUA 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 acceptance by the City/NUA. All sums claimed by such Construction Testing Consultant to be due owing for services performed prior to such assignment and acceptance by the City/NUA shall constitute a

debt between the Construction Testing Consultant and affected subcontractors and subconsultants, and the City/NUA shall in no way be deemed liable for such sums. The Construction Testing Consultant shall include this provision and the City/NUA'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 "Indemnity" or "Insurance" of this Contract.
23. Time Is of the Essence. Both the City/NUA 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 City/NUA to timely object to the time of performance shall not waive any right of the City/NUA 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 City/NUA 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. In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
27. Entire Agreement. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City/NUA and the Construction Testing Consultant concerning the Contract. Neither the City/NUA 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 City/NUA 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. Venue of Actions. The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the district court of the appropriate County.
35. Effective Date. The effective date of this Contract shall be the date of execution of this Contract by the City/NUA.
36. Renewal. Unless written notification of termination or renegotiations of any or all portions of this contract, including unit costs, is given by The City of Norman/NUA 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 a total of thirty-six (36) months for the duration of the entire contract. 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 City of Norman/NUA 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 City of Norman/NUA or in any way to restrict the freedom of the City of Norman NUA to exercise full discretion in its dealings with the Construction Testing Consultant.

In Witness Whereof, this Contract was executed and approved by the City of Norman this _____ day of _____, 20__.

ATTEST:

Marianne
Secretary



Damon M. Smith
President/Principal

Approved as to form and legality this 10th day of December 2012

J. J. Johnson
City Attorney

In Witness Whereof, this Contract was approved and executed by the City of Norman, Oklahoma and the Norman Utilities Authority this 18th day of December, 2012.

ATTEST:

Renee Hall
City Clerk/Secretary

The City of Norman/Norman Utilities Authority

Cindy Strosz
Mayor/Chairman



**ATTACHMENT A
TESTING WORK SCOPE and FEE SCHEDULE**

I.	Mobilization (Technician – see Sec VIII for soil sampling mobe)	Per Trip	\$50.00
II.	Aggregate Testing		
A.	<u>Concrete Coarse Aggregates</u>		
	1. Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	\$200
	Specific Gravity and Absorption, AASHTO T85 or ASTM C127	Per Test	\$33.25
	3. Sodium or Magnesium Sulfate ASTM C88 or AASHTO T104	Per Test	\$210.75
	a. Per Additional Cycle	Per Cycle	\$36.50
	b. Plus preparation of Sample From Crushed Material	Per Sample	\$29.50
	4. Freeze Thaw Soundness Tests (5 Cycles) AASHTO T103	Per Test	\$210.75
	a. Per Additional Cycle	Per Cycle	\$36.50
	b. Plus preparation of Sample From Crushed Material	Per Sample	\$29.50
	5. Sieve Analysis (Includes 200 sieve ASTM C-136 and C-117)	Per Test	\$54.50
	6. Specific Gravity and Absorption AASHTO T85 or ASTM C129	Per Test	\$54.50
B.	<u>Concrete Fine Aggregates</u>		
	1. Sieve Analysis (Includes 200 sieve) ASTM C-136 and C-117	Per Test	\$45.00
	2. Fineness Modulus (Calculation Only)	Per Test	\$17.50
	3. Soundness, Sodium or Magnesium ASTM C88 or AASHTO T104	Per Test	\$112.50
	Sulfate (1 to 5 Cycles)	Per Cycle	\$42.50
	a. Additional Cycles over 5	Per Cycle	\$36.50
	b. Plus Preparation of Sample From Crushed Material	Per Sample	\$42.50
	4. Specific Gravity	Per Test	\$45.00
	5. Absorption	Per Test	\$33.25
C.	<u>Miscellaneous Aggregates</u>		
	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	\$60.00
	2. 4 to More	Per Core	\$52.00
	3. Each Additional Inch over 8"	Per Inch	\$7.75
	4. 9-point length measurement of core	Per Core	\$19.25
	5. Patching Core Hole (if required)	Per Hole	\$14.00
B.	Extraction and Gradation OHD L-26, AASHTO T308 & T30		
	1. Ignition Oven Method	Per Test	\$118.00
C.	Asphalt Field Density Test OHD L-14, AASHTO T166		
	1. Cut-Out Method (Set of 3 cores)	Per set	\$54.50
	2. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	\$47.25
	b. 3 or More Tests, Per Trip	Per Test	\$41.50

D.	Marshall Stability (3 Samples per Set, Includes Sample Pick-Up)	Per Set	\$165.50
E.	HVEEM (3 Samples per Set, Includes Sample Pick-Up)	Per Set	\$165.50
F.	Sand Equivalent	Per Test	\$85.00
G.	Specific Gravity (Rice Method)	Per Test	\$71.00
H.	Retained Strength (Mix Design)	Per Test	\$450.00

IV. Base Course Testing

A.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	\$177.25
B.	Field Density Test AASHTO T-310		
	1. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	\$45.00
	b. 3 or More Tests, Per Trip	Per Test	\$41.50
C.	Atterberg Limits (LL, PL, and PI)	Per Test	\$71.00
D.	Proctor Test, ASTM D-698 or AASHTO T-99 (Standard Method)		
	1. Method "A" to include sampling	Per Test	\$153.75
	2. Method "B" to include sampling	Per Test	\$153.75
	3. Method "C" to include sampling	Per Test	\$153.75
E.	Proctor Test, ASTM D-1557 or AASHTO T-180 (Modified Method)		
	3. Method "D" to include sampling	Per Test	\$165.00
F.	Sieve Analysis (Includes 200 sieve) AASHTO T-27	Per Test	\$65.00

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	\$99.25
	Additional Beams	Per trip	\$33.25
B.	Concrete Beams, Storing and Testing	Per Beam	\$24.25
C.	Cores, 8 Inch Thickness or Less		
	1. Each additional inch over 8 inches	Per Inch	\$10.25
	2. One Core	Per Core	\$91.25
	3. Two or More Cores	Per Core	\$66.50
	4. 9-point length measurement of core	Per Core	\$19.25
	5. Patching Core Hole (if required)	Per Hole	\$15.50
D.	Concrete Cylinder, Making, Furnishing Molds and transporting; shall also include Air Entertainment and Slump Test		
	1. Four 6"x12" Cylinders	Per Cylinder	\$21.00
	2. Five 4"x8" Cylinders	Per Cylinder	\$16.80
E.	Concrete Cylinder, Storing and Testing		
	1. 6"x12" cylinder	Per Cylinder	\$15.00
	2. 4"x8" cylinder	Per Cylinder	\$12.00

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	\$27.50
G.	Trim Concrete Cores for Compressive Strength Testing:		
	1. One end		\$14.25
	2. Both ends		\$23.75

I.	Concrete Laboratory Trial Batch, Including 4 Test Cylinders	Per Design	\$472.50
	1. Slump additional test	Per Test	\$26.50
	2. Air entertainment additional test	Per Test	\$39.25
J.	Flowable Fill (Cement Grout)	Per Cylinder	\$22.25
K.	Flowable Fill (Set of 3 cylinders plus flow test)	Per Test	\$88.50
L.	Mortar Compressive Strength Testing (Set of 3 cubes)	Per Test	\$118.00
M.	Grout Compressive Strength Testing (Set of 3 prisms)	Per Test	\$139.00

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	\$53.50
B.	Structural Steel		
	1. Shop Inspection (only) (AWS/CWI)#1	Per Hour	\$70.00
	2. Field Inspection (AWS/CWI)#1	Per Hour	\$70.00
	3. Ultrasonic (Man/Equipment)	Per Hour	\$70.00
	4. Mag or Penetrant (Inspector)	Per Hour	\$70.00
	5. Shear Stud Bend Test	Per Hour	\$70.00
	6. Turn-of-Nut Tightening Test	Per Hour	\$70.00

VII. Pipe Inspection

A.	Concrete Pipe Inspection, Any Size	Per Hour	\$59.25
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VIII. Soil Testing

A.	California Bearing Ratio, ASTM D1883	Per Test	\$181.00
B.	Classification		
	1. ASTM 2488 and OSI	Per Sample	\$105.25
	2. ASTM 2487 Visual	Per Hour	\$90.75
C.	Field Density Test		
	1. Sand Cone Densimeter Test	Per Test	\$75.50
	2. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	\$44.50
	b. 3 or More Tests, Per Trip	Per Test	\$41.50

***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	\$177.25
	1. Each additional location over 3 locations	Per Sample	\$45.00
	2. Laboratory Soil Resistivity Test	Per Test	\$52.00
E.	pH Test	Per Test	\$36.25
F.	Electro-conductivity Test	Per Test	\$150.00
G.	Atterberg Limits (LL, PL, and PI)	Per Test	\$71.00
H.	Proctor Tests (See listing under Base Course)	Per Test	\$153.75
I.	Moisture determination only	Per Test	\$10.75
J.	Volumetric Density	Per Test	\$17.75
K.	Test Borings, Soil Bearing Tests		
	1. Test Boring, Soil	Per Foot	\$10.75
	2. Test Boring, Sandstone, Limestone		

	or Shale	Per Foot	\$15.50
3.	Coring Sandstone, Limestone or Shale	Per Foot	\$50.00
4.	Penetration Tests	Per Test	\$30.00
5.	Mobilization Charge		\$220.00
6.	Soil Boring Grouting (including preparation and submittal of well boring logs) in Accordance with Oklahoma Water Resources Board Regulations	Per Project	\$71.00
		Plus \$3.00/foot of grouted length	
L.	Unconfined Compressive Strength	Per Sample	\$60.00
M.	Soil-Cement Stabilized Base Field Density	Per Sample	\$48.25
N.	Soil-Lime Stabilized Base Field Density	Per Sample	\$48.25
O.	One-dimensional Swell Test, Potential Vertical Rise (PVR), ASTM 4546 Method B	Per Test	\$386.00
P.	Consolidation, ASTM D2435	Per Test	\$400.00
Q.	Permeability	Per Test	\$220.00
R.	Sampling (Shelby Tube samples)	Per Test	\$36.25
S.	Pressure Meter Test (3 Test Minimum per Boring)	Per Test	\$496.25

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	\$528.00
B.	Soil-Lime, Lime Assoc. Method	Per Design	\$708.00
C.	pH Method	Per Design	\$180.00
D.	Available Ca(OH) ₂ (Rapid Sugar)	Per Test	\$225.00
E.	Fineness Test (Sieve Analysis)	Per Test	\$45.00
F.	Pulverization Test (Cement or Lime Modified Soil)	Per Test	\$51.25

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	\$100.00
Technician:	Per Hour	\$49.75

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	\$59.25
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XII. Asbestos Inspection & Sampling

A.	Bulk Sampling		
1.	Field Inspector	Per Hour	\$52.00
2.	Analysis by Polarized Light Microscopy/Dispersing Staining	Per Sample	\$20.75

B.	Air Monitoring		
1.	Eight hour shift including ten samples Analyzed by Phase Contrast Microscopy (PCM)	Per Day	\$442.75
2.	Air Sample (NIOSH 7400 Method)(PCM)	Per Sample	\$18.00
3.	Transmission Electron Microscopy Analysis	Per Sample	\$216.50

XIII. Lead

A.	Bulk Sampling		
1.	Field Inspector	Per Hour	\$53.50
B.	Analysis Testing		
1.	Paint Sample (chip)	Per Sample	\$24.25
2.	Wipe Sample	Per Sample	\$24.25
3.	Soil Sample	Per Sample	\$30.00
4.	Air Sample	Per Sample	\$24.25

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	\$89.25
Technician	Per Hour	\$49.75

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	\$100.00
AWS Certified Welding Inspector	Per Hour	\$70.00
ICC Certified Inspector	Per Hour	\$89.25
(Current certification must accompany each test)		
Technician	Per Hour	\$49.75

XVI. Hourly Rates

A.	Resident Engineer	Per Hour	\$150.00
B.	Project Manager	Per Hour	\$121.00
C.	Technician	Per Hour	\$101.00

File Attachments for Item:

14. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-71: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING THE CITY MANAGER TO SUBMIT A LETTER OF INTENT TO SUBMIT AN APPLICATION FOR AN OPIOID ABATEMENT GRANT AWARD.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Kathryn Walker

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-71: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING THE CITY MANAGER TO SUBMIT A LETTER OF INTENT TO SUBMIT AN APPLICATION FOR AN OPIOID ABATEMENT GRANT AWARD.

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 issued a Notice of Intent to Issue Funding Opportunity. Currently, the only entities authorized for application for these funds include political subdivisions and public trusts having political subdivisions as their sole beneficiary. The information released thus far does not specify whether the City may be able to use abatement funds by contracting

with another provider equipped to provide opioid abatement services. It is anticipated that the Opioid Abatement Board will consider rules that will address this issue. As of the date of this memorandum, a meeting to discuss possible rules related to the grant program has not been scheduled by the Opioid Abatement Board.

Because the grant is available to many entities across the State, the Opioid Abatement Board is requiring that applicants provide the Board a Notice of Intent to apply for a grant. The notice of intent must be submitted no later than October 25, 2023 at 5:00pm.

DISCUSSION:

Resolution R-2324-71 authorizes the City Manager to submit a letter providing notice of the City's intent to seek opioid abatement grant funding. It is anticipated that a grant application will be required in late November, with awards occurring early in 2024. As more information becomes available, Staff will work to give notice to non-profits in the community working in this area if an opportunity to partner with such groups using grant funds is allowed under rules applicable to this program.

RECOMMENDATION:

Staff recommends adoption of Resolution R-2324-71.

Resolution

R-2324-71

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING THE CITY MANAGER TO SUBMIT A LETTER OF INTENT TO SUBMIT AN APPLICATION FOR AN OPIOID ABATEMENT GRANT AWARD.

- § 1. WHEREAS, the Oklahoma Opioid Abatement Board (the “Board”) has issued a Notice of Intent to Issue Funding Opportunity for counties, incorporated municipalities, public school districts, career tech school s districts, and public trusts solely benefiting any of the aforementioned subdivisions; and
- § 2. WHEREAS, due to the potential interest in the funding opportunity, the Board is requiring that all prospective applicants to submit notice of their intention to seek a grant award by October 25, 2023 at 5:00 p.m.; and
- § 3. WHEREAS, the City Council desires to seek an opioid abatement grant award.

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

- § 4. THAT, the City Manager is hereby authorized to submit a letter of intent to submit an application for an opioid abatement grant award on behalf of the City of Norman.

APPROVED by the Council of the City of Norman on the 10th day of October, 2023

Mayor

ATTEST:

City Clerk

