



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, November 09, 2021 at 6:30 PM

AGENDA

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.

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

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

CITY COUNCIL MINUTES OF OCTOBER 26, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF OCTOBER 26, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF OCTOBER 26, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF OCTOBER 26, 2021

PROCLAMATIONS

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-12: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, NOVEMBER 11, 2021, AS VETERANS DAY IN THE CITY OF NORMAN.
3. CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-13: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, NOVEMBER 27, 2021, AS SMALL BUSINESS SATURDAY IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 23 be placed on the consent docket.

First Reading Ordinance

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-15 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE NORTH ONE HUNDRED FIFTY (150) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES 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 TO REMOVE THE SOUTH ONE HUNDRED FIFTY-TWO AND ONE-HALF (152.5) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, 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)
5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-26 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING ARTICLE VI TO CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN TO ALLOW THE USE OF CONSENSUAL, AUTHORIZED ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS THAT COMPLY WITH THE REQUIREMENTS OF THE OKLAHOMA UNIFORM ELECTRONIC TRANSACTION ACT AND CITY POLICY IN CITY TRANSACTIONS AND COMMUNICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Appointments

6. CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF DISTRICT NO. 2

TERM: 11-09-21 TO 04-10-24: ROB NORMAN, WARD 3

TERM: 11-09-21 TO 04-10-24: LANCE VANZANT, WARD 6

TERM: 04-10-21 TO 04-10-24: NICK MIGLIORINO OR HIS DESIGNEE

ENVIRONMENTAL CONTROL ADVISORY BOARD

TERM: 10-27-21 TO 10-27-24: LAINEY PHILLIPS, WARD 6

TERM: 10-27-21 TO 10-27-24: DANE HEINS, WARD 7

TERM: 11-09-21 TO 10-27-22: TOM FIGHTMASTER, WARD 6

GREENBELT COMMISSION

TERM: 11-09-21 TO 07-13-22: NATHALIE ROCHER, WARD 2

TERM: 11-09-21 TO 07-13-22: KRISTINA WYCKOFF, WARD 4

HISTORIC DISTRICT COMMISSION

TERM: 10-26-21 TO 10-26-24: TABER HALFORD, WARD 4

TERM: 10-26-21 TO 10-26-24: MITCH BAROFF, WARD 4

TERM: 10-26-21 TO 10-26-24: MICHAEL ZORBA, WARD 6

NORMAN ELECTION COMMISSION

TERM: 09-01-21 TO 09-01-24: TY HARDIMAN, WARD 4

PLANNING COMMISSION

TERM: 11-01-21 TO 11-01-24: LARK ZINK, WARD 7

TERM: 11-01-21 TO 11-01-24: STEVEN MCDANIEL, WARD 3

TERM: 11-09-21 TO 11-01-23: KEVAN PARKER, WARD 1

PUBLIC ART BOARD

TERM: 11-09-21 TO 06-23-23: TARA BURNETT, WARD 1

Reports/Communications

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

Grants

8. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$40,196.21 FOR THE PURCHASE OF ONE (1) ZOLL X SERIES MONITOR/DEFIBRILLATOR WITH ACCESSORIES FROM THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION BOARD OF DIRECTORS TO BE USED BY THE NORMAN FIRE DEPARTMENT AND BUDGET APPROPRIATION.

Contracts

9. CONSIDERATION OF APPROVAL, AUTHORIZATION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EXPENDITURE NO. SEVEN FOR ON-CALL CONTRACT K-1314-102: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND SMITH-ROBERTS LAND SERVICES, INC., IN THE AMOUNT OF \$29,005 TO PROVIDE ADDITIONAL RIGHT OF WAY ACQUISITION SERVICES FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.
10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2021-5: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY DECREASING THE CONTRACT BY \$27,814.96 FOR A REVISED CONTRACT AMOUNT OF \$700,510.54 AND ADDING 146 CALENDAR DAYS TO THE CONTRACT FOR THE PICKARD AVENUE RECONSTRUCTION PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$35,025.53.
11. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-120: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$20,734.80 FOR A REVISED CONTRACT AMOUNT OF \$155,584.80 FOR THE 2021 CAMPUS CORNER CAPITAL IMPROVEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, FINAL PAYMENT IN THE AMOUNT OF \$27,477.30 AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
12. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-13, CONTRACT K-2122-5 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION COMPANY, L.L.C., IN THE AMOUNT OF

\$205,225, PERFORMANCE BOND B-2122-9, STATUTORY BOND B-2122-10, AND MAINTENANCE BOND MB-2122-5 FOR THE GROVER LANE RECONSTRUCTION PROJECT AND RESOLUTION R-2122-5 GRANTING TAX EXEMPT STATUS.

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE OF CONTRACT K-2122-6: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HASKELL LEMON CONSTRUCTION COMPANY FOR THE FYE 2022 BRIDGE MAINTENANCE PROGRAM AND FINAL PAYMENT OF \$7,552.45.
14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-43: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND I.V.S. INC., D/B/A ANGELTRAX, IN AN AMOUNT NOT-TO-EXCEED \$122,473.62 TO PROVIDE A PUBLIC TRANSPORTATION ON-BOARD SURVEILLANCE SYSTEM FOR THE CITY OF NORMAN PUBLIC TRANSPORTATION FLEET AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
15. CONSIDERATION OF AWARDED, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-22, CONTRACT K-2122-44 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND WYNN CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$75,000; PERFORMANCE BOND B-2122-34; STATUTORY BOND B-2122-35, AND MAINTENANCE BOND MB-2122-27 FOR THE WATER TREATMENT PLANT CARBON DIOXIDE REPLACEMENT TANK PROJECT AND AUTHORIZING THE UTILITIES DIRECTOR TO PURCHASE MATERIALS ON BEHALF OF THE CONTRACTOR.
16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-62: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SMITH ROBERTS BALDISCHWILER, L.L.C., IN THE AMOUNT OF \$59,000 TO PROVIDE ENGINEERING SERVICES ASSOCIATED WITH THE SOUTH LAKE ADDITION WATER LINE REPLACEMENT PROJECT
17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-69: A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH THE DRABEK TRUST FOR THE ACQUISITION OF PROPERTY NEEDED FOR THE JAMES GARNER NORMAN FORWARD FLOOD TO ACRES PROJECT.
18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-70: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA. AND THE PIONEER LIBRARY SYSTEM FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2022.

Resolutions

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-48: A RESOLUTION OF THE COUNCIL

OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$146,660 FROM THE 48TH AVENUE N.W. PROJECT FROM INDIAN HILLS ROAD TO ONE MILE NORTH OF 34TH STREET IN MOORE AND APPLYING FUNDS TO THE TECUMSEH ROAD PROJECT FROM 156TH AVENUE N.E. TO 180TH AVENUE N.E.

20. RESOLUTION R-2122-55: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF MUNICIPAL AND MUNICIPAL RUNOFF ELECTIONS FOR 2022.
21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-56: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY HENRY L. BASKEYFIELD UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *HENRY L. BASKEYFIELD V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE NO. 2020-03971 A, DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.
22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-59: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN TRANSFERRING \$950,000 FROM VARIOUS CAPITAL PROJECTS IN ORDER TO PROVIDE FUNDING FOR ASBESTOS REMEDIATION FOR THE DEVELOPMENT CENTER
23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-60: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY MEETINGS SCHEDULED FOR NOVEMBER 23 AND DECEMBER 28, 2021, SHALL BE CANCELLED AND A CITY COUNCIL MEETING SHALL BE SCHEDULED FOR NOVEMBER 30, 2021.

NON-CONSENT ITEMS

Second Reading Ordinance

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SUBSTITUTE ORDINANCE O-2122-7: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 22-431.2 (COMMUNICATION FACILITIES) OF ARTICLE XII OF CHAPTER 22 (ZONING ORDINANCE); TO ESTABLISH AND FURTHER DEFINE ADDITIONAL STANDARDS

FOR SMALL CELL APPLICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND OR POSTPONEMENT OF ORDINANCE O-2122-4 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USES IN THE A-2, RURAL AGRICULTURAL DISTRICT, FOR PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN (27), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3000 EAST ROBINSON STREET)

26. CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT OR AMENDMENT OF ORDINANCE O-2122-5 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USES IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR PART OF SECTION EIGHTEEN (18), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3500 JENKINS AVENUE)

27. CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT OR AMENDMENT TO ORDINANCE O-2122-6 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 22 (ZONING ORDINANCE), SECTION 431.5, OFF-STREET PARKING REQUIREMENTS FOR RESIDENTIAL AND MULTI-FAMILY AND ALL OFFICE, COMMERCIAL AND INDUSTRIAL DISTRICTS, LESS C-3, INTENSIVE COMMERCIAL DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

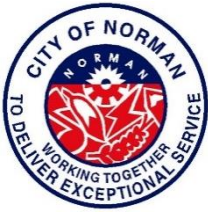
1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL MINUTES OF OCTOBER 26, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF OCTOBER 26, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF OCTOBER 26, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF OCTOBER 26, 2021



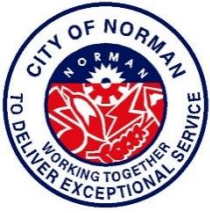
CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR
POSTPONEMENT OF THE MINUTES AS FOLLOWS:
CITY COUNCIL MINUTES OF OCTOBER 26, 2021
NORMAN UTILITIES AUTHORITY MINUTES OF OCTOBER 26, 2021
NORMAN MUNICIPAL AUTHORITY MINUTES OF OCTOBER 26, 2021
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF
OCTOBER 26, 2021



**CITY OF NORMAN, OK
CITY COUNCIL REGULAR MEETING**

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, October 26, 2021 at 6:30 PM

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

CALL TO ORDER

The Mayor Called the Meeting to order at 6:30 p.m.

ROLL CALL

PRESENT

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

ABSENT

Councilmember Ward 1 Brandi Studley

PLEDGE OF ALLEGIANCE

Mayor Clark led the Pledge of Allegiance.

APPROVAL OF MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:
CITY COUNCIL MINUTES OF OCTOBER 12, 2021
NORMAN UTILITIES AUTHORITY MINUTES OF OCTOBER 12, 2021
NORMAN MUNICIPAL AUTHORITY MINUTES OF OCTOBER 12, 2021
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF OCTOBER 12, 2021

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

Item 1, continued:

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

Items submitted for the record

- 1. Staff Report dated October 26, 2021, from Brenda Hall, City Clerk
- 2. City Council minutes of October 12, 2021
- 3. Norman Utilities Authority minutes of October 12, 2021
- 4. Norman Municipal Authority minutes of October 12, 2021
- 5. Norman Tax Increment Finance Authority minutes of October 12, 2021

The Minutes were Approved.

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PROCLAMATIONS

- 2. CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-9: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER, 2021, AS CODE COMPLIANCE MONTH IN THE CITY OF NORMAN.

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

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

Items submitted for the record

- 1. Staff Report dated October 26, 2021, from Brenda Hall, City Clerk
- 2. Proclamation P-2122-9

Participants in discussion

- 1. Mr. Kelvin Winter, Code Compliance Supervisor, accepted the proclamation

Receipt of the Proclamation was Acknowledged.

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- 3. CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-10: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF NOVEMBER 2021, AS NATIVE AMERICAN HERITAGE MONTH IN THE CITY OF NORMAN.

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

Item 3, continued:

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

Items submitted for the record

- 1. Staff Report dated October 26, 2021, from Cinthya Allen, Chief Diversity and Equity Officer
- 2. Proclamation P-2122-10

Participants in discussion

- 1. Mr. Bill Hamm, Trustee of the Oscar Jacobson Foundation, accepted the proclamation and thanked the Council

Receipt of the Proclamation was Acknowledged.

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- 4. CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-11: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER 2021, AS LGBTQ HISTORY MONTH IN THE CITY OF NORMAN.

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

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

Voting Nay: Councilmember Ward 3 Lynn

Items submitted for the record

- 1. Staff Report dated October 26, 2021, from Cinthya Allen, Chief Diversity and Equity Officer
- 2. Proclamation P-2122-11

Participants in discussion

- 1. Mr. Daryl Callaway, Board member, Norman Pride, accepted the proclamation and thanked the Council

Receipt of the Proclamation was Acknowledged.

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COUNCIL ANNOUNCEMENTS

National Night Out. Councilmember Lynn thanked the Norman Police Department and Sergeant Jeff Casillas for putting so much effort into the National Night Out Event on October 19th at Sooner Mall. He also thanked all local, State, and National agencies who were involved. He said this was a great event for the community and looks forward to more of these types of events.

Councilmember Hall said the event had something for everyone and the children loved all of the vehicles that were there with lights flashing. She appreciates all of the work that was put into the event including the extra work because it had to be rescheduled. She said Council was able to participate because of the schedule change.

Councilmember Tortorello thanked the organizers of National Night Out. He said this was his first time to attend and he plans on attending next year.

Councilmember Foreman said it was a great event with a lot of people there. She said the police were very involved and the kids loved it. She said her daughter said she did not know policemen had so much candy and suggested police officers carry candy with them during traffic stops.

Mayor Clark said she also enjoyed the large event at Sooner Mall but she did miss the smaller neighborhood parties as well. She said National Night Out is a fun way for Councilmembers to connect with the neighborhoods.

*

Sixth Annual Lake Thunderbird Workshop and Cleanup Event. Councilmember Hall said the Sixth Annual Thunderbird Workshop and Cleanup Event will be Sunday, October 31st, from 1:00-4:00 p.m. at the Sailing Club Boathouse. She said the workshop will help people ask and answer the following question: "How does my everyday life affect the environment of my community?" She hopes residents will consider spending Sunday afternoon at Lake Thunderbird.

*

Senior Wellness Center Groundbreaking Event Rescheduled. Councilmember Hall announced that the Senior Wellness Center Groundbreaking Event which was originally scheduled Thursday, October 28th, has been rescheduled to Monday, November 1st, from 5-7 p.m. because potential high winds had been predicted. She said this is another NORMAN FORWARD Quality of Life Project. She said there are very many senior citizens and advocates for a 21st Century Senior Citizens Center that are looking forward to finally seeing the City Council break ground and move forward on the construction of this very important project.

*

Community Planning and Transportation (CPT) Committee Meeting. Councilmember Holman reminded everyone that the next CPT meeting would be Thursday, October 28th, at 4:00 p.m. He said the monthly Public Transit Report is included every month at this meeting. He urged people to attend or watch the meeting on YouTube. He asks residents to reach out to him directly if they have comments or suggestions.

*

Council Announcements, continued:

Tree Line on 12th Avenue East. Councilmember Holman said the tree line on 12th Avenue S.E., between Alameda and Lindsey has been removed by a local utility company and he is hoping one of the representatives of the utility company will be at one of the upcoming City Council Committee meetings to provide an update of why this was done.

*

Trick or Treat Night. Councilmember Holman said the Norman Police Department posted on their Facebook Page the official date of time of Trick or Treat night which is Sunday, October 31st from 5-9 p.m.

*

Jacobson House. Councilmember Holman said the last time he visited Jacobson House there were various maintenance and structural issues at the house that needed attention and would like to see if the City of Norman can help them in any way.

*

Student Resident Roundtable. Mayor Clark thanked her Student Resident Roundtable who met Monday, October 25th. She said Ms. Michelle Evans, Homeless Program Coordinator, provided a presentation on homelessness to the group of 6th through 12th graders and they asked amazing questions.

*

Tour of Water Treatment Plant. Mayor Clark said there will be a tour of the Water Treatment Plant located at 3000 East Robinson Street on Saturday, November 6th, at 10:00 a.m. and anyone is welcome to attend. She said improvements that were paid for by the last Water Rate Election will be identified during the tour and proposed improvements from the next Water Rate Election will also be provided.

*

Vaccination Pod. Mayor Clark announced there will be a Vaccination Pod held on Sunday, November 7th, from 2-4 p.m. at the Little Axe Community Center located at 1000 168th Avenue S.E. She said those who go to City of Norman Vaccination Pods will get a \$25 gift card to a local restaurant and entered into a drawing for a \$500 Visa Gift Card and Apple Air Pods after receiving their vaccination.

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CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 5 through Item 22 be placed on the consent docket.

Consent Docket, continued;

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 6 Foreman.

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

Item 5 through Item 22 were placed on the Consent Docket.

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First Reading Ordinance

- 5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND OR POSTPONEMENT OF ORDINANCE O-2122-4 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USES IN THE A-2, RURAL AGRICULTURAL DISTRICT, FOR PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN (27), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3000 EAST ROBINSON STREET)

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

- 1. Staff Report dated October 26, 2021, from Nathan Madenwald, Utilities Engineer
- 2. Ordinance O-2122-4
- 3. Location map
- 4. Planning Commission Staff Report dated July 8, 2021, with attached aerial location map
- 5. City of Norman Predevelopment Summary PD21-24 dated June 24, 2021, from Norman Utilities Authority for property located at 3000 East Robinson Street
- 6. Pertinent excerpts from Planning Commission Minutes of July 8, 2021

Ordinance O-2122-4 was Adopted Upon First Reading.

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6. CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT OR AMENDMENT OF ORDINANCE O-2122-5 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USES IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR PART OF SECTION EIGHTEEN (18), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3500 JENKINS AVENUE)

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from Nathan Madenwald, Utilities Engineer
2. Ordinance O-2122-5
3. Location map
4. Planning Commission Staff Report dated July 8, 2021 with attached aerial location map
5. City of Norman Predevelopment Summary PD21-25 dated June 24, 2021, from Norman Utilities Authority for property located at 3500 Jenkins Avenue
6. Protest map dated July 6, 2021, containing 4.7% protest within notification area
7. Letter of protest filed July 2, 2021, from Kevin John Potts
8. Pertinent excerpts from Planning Commission Minutes of July 8, 2021

Ordinance O-2122-5 was Adopted Upon First Reading.

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7. CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT OR AMENDMENT TO ORDINANCE O-2122-6 UPON FIRST READING-BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 22 (ZONING ORDINANCE), SECTION 431.5, OFF-STREET PARKING REQUIREMENTS FOR RESIDENTIAL AND MULTI-FAMILY AND ALL OFFICE, COMMERCIAL AND INDUSTRIAL DISTRICTS, LESS C-3, INTENSIVE COMMERCIAL DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Item 7, continued:

Items submitted for the record

1. Staff Report dated October 26, 2021, from Jane Hudson, Director of Planning and Community Development
2. Planning Commission Staff Report dated September 9, 2021 with Exhibit A, Green Building Code Update; Exhibit B, Community Planning and Transportation Committee minutes of April 22, 2021; Exhibit C, Existing Zoning Code Ordinance – Parking; Exhibit D, Annotated Zoning Code Ordinance – Parking; and Exhibit E, Pertinent excerpts from City Council Study Session minutes of July 20, 2021
3. Ordinance O-2122-6
4. Legislatively notated copy of Ordinance O-2122-6
5. Pertinent excerpts from Planning Commission Minutes of September 9, 2021

Ordinance O-2122-6 was Adopted Upon First Reading.

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Reports/Communications

8. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF SEPTEMBER 30, 2021, AND DIRECTING THE FILING THEREOF.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from Anthony Francisco, Director of Finance
2. Finance Director's Investment Report as of September 30, 2021

Receipt of the Finance Director's Investment Report was Acknowledged.

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9. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF SEPTEMBER, 2021.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

Item 9, continued:

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from Stacey Parker, Executive Assistant
2. Monthly Departmental Reports for the month of September, 2021

Receipt of the Monthly Departmental Reports was Acknowledged.

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Bids

10. CONSIDERATION AND APPROVAL, AWARD, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-26: FOR THE PURCHASE OF PORTLAND CEMENT CONCRETE FOR THE STREETS AND STORMWATER DIVISIONS TO DOLESE BROTHERS COMPANY AND VAN EATON READY MIX AS THE LOWEST AND BEST BIDDERS MEETING SPECIFICATIONS AS OUTLINED IN THE STAFF REPORT.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from Brandon Brooks, Staff Engineer
2. Bid Tabulation Active November 1, 2021, until October 31, 2021, for Portland Cement Concrete

Bid 2122-26 was Awarded to Dolese Brothers Company and Van Eaton Ready-Mix.

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11. CONSIDERATION OF AWARDED, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-23: FOR THE NORMAN MUNICIPAL AUTHORITY TO PURCHASE STORAGE CONTAINERS IN THE TOTAL AMOUNT OF \$133,516 FROM A & A SHEET METAL PRODUCTS, INC., AND BUDGET APPROPRIATION FROM THE SANITATION FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

Acting as the Norman Municipal Authority

Item 11, continued:

Motion made by Trustee Ward 7 Holman, Seconded by Trustee Ward 2 Schueler.

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from Nathan Madenwald, Utilities Engineer
2. Bid Tabulation dated October 7, 2021, for Storage Containers for the Household Hazardous Waste Facility
3. Addendum No. Two to Bid 2122-23
4. Bid 2122-23 dated October 7, 2021, submitted by A & A Sheet Metal Products, Inc., in the amount of \$133,416 for two containers
5. Specifications for Nominal 8-foot wide x 24-inches long x 8-foot high Hazardous Waste Storage Container

Bid 2122-23 was Awarded to A & A Sheet Metal Products, Inc.

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Encroachment

12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2122-1: FOR LOT 1, BLOCK 3, HIGHLAND VILLAGE ADDITION, SECTION 5, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (3220 SKYE RIDGE DRIVE)

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from Beth Muckala, Assistant City Attorney
2. Consent to Encroachment EN-2122-1
3. Memorandum dated September 27, 2021, from Brenda Hall, City Clerk, to Kathryn Walker, City Attorney; Rone Tromble, Administrative Technician IV; Ken Danner, Subdivision Development Manager; Nathan Madenwald, Capital Projects Engineer; and Jane Hudson, Director of Planning and Community Development
4. Letter of request filed September 27, 2021, from Fred and Terry Jackson to Brenda Hall, Norman City Clerk
5. Three photographs of location of encroachment

Item 12, continued:

Items submitted for the record, continued

- 6. Site plan
- 7. Memorandum dated October 8, 2021, from Lora Hoggatt, Planning Services Manager, to Beth Muckala, Assistant City Attorney
- 8. Memorandum dated September 28, 2021, from Rachel Croft, Staff Engineer, to Brenda Hall, City Clerk
- 9. Staff Report dated October 26, 2021, from Ken Danner, Subdivision Development Manager, to Beth Muckala, Assistant City Attorney
- 10. Letter of No Objection dated September 29, 2021, from Marti Hill, Project Designer III, Oklahoma Natural Gas Company, a division of ONE Gas, Inc., to Ken Danner
- 11. Letter dated September 17, 2021, from Timothy J. Bailey, Right-of-Way Agent, Oklahoma Gas and Electric Company, to Frederick L. Jackson
- 12. Letter of No Objection dated September 22, 2021, from Dana Venard, Right-of-Way Agent, Cox Communications, to Frederick Jackson
- 13. Email of No Objection dated October 1, 2021, from Wesley White, Manager of Field Design, Oklahoma Electric Cooperative, to Ken Danner
- 14. Email of No Objection dated September 30, 2021, from Paul DeSpain, Area Manager of OSP Engineering Design, AT&T Oklahoma, to Ken Danner with attached location map

Consent to Encroachment EN-2122-1 was approved.

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Certificate of Plat Correction

- 13. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CERTIFICATE OF PLAT CORRECTION CPC-2122-3 FOR RED CANYON RANCH, SECTION 7.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

- 1. Staff Report dated October 26, 2021, from Ken Danner, Subdivision Development Manager
- 2. Location map
- 3. Certificate of Plat Correction CPC-2122-3 with Exhibit "A", Plat Correction As Filed, and Exhibit "B", Plat Correction As Corrected

Certificate of Plat Correction CPC-2122-3 was Approved.

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Contracts

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT SIX TO CONTRACT K-1516-110: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND ADG, P.C., INCREASING THE CONTRACT BY \$440,500 FOR A REVISED CONTRACT AMOUNT OF \$4,631,588.14 TO PROVIDE PROFESSIONAL PROGRAM MANAGEMENT SERVICES FOR THE EMERGENCY OPERATIONS AND COMMUNICATIONS CENTER.

Acting as the City of Norman and the Norman Municipal Authority

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

- 1. Staff Report dated October 26, 2021, from Captain Brent Barbour
- 2. Amendment No. Six to Contract K-1516-110 with Exhibit A, Basic Services; and Exhibit B, Additional Services; Exhibit C3, Compensation and Schedule of Values

Amendment No. Six to Contract K-1516-110 was Approved.

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15. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$667,562 TO PROVIDE FOR THE GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION SERVICES FOR BUILDING 201 (CITY HALL) PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT, PROJECT AGENT R-2122-49 AND BUDGET TRANSFER BETWEEN PROJECTS.

Acting as the City of Norman and the Norman Municipal Authority

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Item 15, continued:

Items submitted for the record

1. Staff Report dated October 26, 2021, from Brenda Hall, City Clerk
2. Amendment No. Two to Contract K-1920-133
3. Resolution R-2122-49

Amendment No. Two to Contract K-1920-133 was Approved.

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16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2021-46: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND UNITED TURF AND TRACK, FOR THE NORMAN FORWARD GRIFFIN PARK PHASE 4, NORTHWEST FIELD IMPROVEMENTS PROJECT AND FINAL PAYMENT OF \$23,111.79.

Acting as the City of Norman and the Norman Municipal Authority

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from Wade Thompson, Parks Manager

Final Acceptance of Contract K-2021-46 was Approved.

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17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-75: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND E SOURCE COMPANIES, LLC., INCREASING THE CONTRACT AMOUNT BY \$124,504 FOR A REVISED CONTRACT AMOUNT OF \$228,660 FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT.

Acting as the Norman Utilities Authority

Motion made by Trustee Ward 7 Holman, Seconded by Trustee Ward 2 Schueler.

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

Item 17, continued:

Items submitted for the record

1. Staff Report dated October 26, 2021, from Nathan Madenwald, Utilities Engineer
2. Contract K-2021-75 with Attachment A, Schedule; Attachment B, AMI Vendor Procurement and Selection; and Attachment C, Compensation

Amendment No. One to Contract K-2021-75 was Approved.

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18. CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-18, CONTRACT K-2122-33 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND G&S SIGN SERVICES, L.L.C, IN THE AMOUNT OF \$107,860, CHANGE ORDER NO. ONE INCREASING THE CONTRACT AMOUNT BY \$1,150 FOR A REVISED CONTRACT AMOUNT OF \$109,010 FOR THE WAYFINDING PHASE 1 UPGRADES TO LINDSEY STREET AND AROUND THE MUNICIPAL COMPLEX; PERFORMANCE BOND B-2122-31, STATUTORY BOND B-2122-32; MAINTENANCE BOND MB-2122-25, AND RESOLUTION R-2122-27 GRANTING TAX-EXEMPT STATUS.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from David Riesland, Transportation Engineer
2. Location map
3. Bid Record dated September 2, 2021 for Wayfinding Phase 1 (Lindsey Street and the Municipal Complex)
4. Quote 4895 dated October 5, 2021, from G&S Sign Services in the amount of \$1,150
5. Contract K-2021-33
6. Maintenance Bond MB-2122-25
7. Performance Bond B-2122-31
8. Statutory Bond B-2122-32
9. Change Order No. One to Contract K-2122-33
10. Resolution R-2122-27

Bid 2122-18 was Accepted and Contract K-2122-33 was Approved.

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19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-41: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$2,500,000 FROM THE WATER RECLAMATION FUND BALANCE, \$117,000 FROM THE CAPITAL FUND BALANCE, AND TRANSFERRING \$50,000 FROM GENERAL FUND INTERFUND TRANSFERS TO THE PUBLIC TRANSPORTATION FUND, TO CLOSE OUT YEAR END ACCOUNTING ENTRIES FOR FYE 2021.

Acting as the City of Norman and the Norman Utilities Authority

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from Kimberly Coffman, Budget Manager
2. Resolution R-2122-41
3. Memorandum dated September 24, 2021, from Kim Coffman, Budget Manager, through Anthony Francisco, Finance Director, to Darrel Pyle, City Manager
4. List of transfer requests

Resolution R-2122-41 was Adopted.

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20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-43: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY AUTHORIZING THE CHAIRMAN TO SUBMIT A BUREAU OF RECLAMATION (BOR) GRANT APPLICATION FOR WATERSMART GRANT: WATER AND ENERGY EFFICIENT GRANTS FOR FISCAL YEAR (FY) 2022.

Acting as the Norman Utilities Authority

Motion made by Trustee Ward 7 Holman, Seconded by Trustee Ward 2 Schueler.

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

Item 20, continued:

Items submitted for the record

1. Staff Report dated October 26, 2021, from Nathan Madenwald, Utilities Engineer
2. Resolution R-2122-43

Resolution R-2122-43 was Adopted.

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21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-45: OF THE COUNCIL OF THE CITY OF NORMAN SELECTING EST, INC., AS THE CITY OF NORMAN'S APPOINTED BRIDGE SAFETY INSPECTION CONSULTANT TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR COMPLIANCE WITH THE NATIONAL BRIDGE INSPECTION STANDARDS.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from Brandon Brooks, Staff Engineer
2. Resolution R-2122-45

Resolution R-2122-45 was Adopted.

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22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-47: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE ANTI-DISPLACEMENT PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAMS.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Item 22, continued:

Items submitted for the record

1. Staff Report dated October 26, 2021, from Lisa D. Krieg, CDBG Grants Manager
2. Resolution R-2122-47
3. Community Development Block Grant and HOME Investment Partnership Program's Anti-Displacement and Residential Relocation Assistance Plan

Resolution R-2122-47 was Adopted.

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Motion made by Councilmember Ward 6 Holman, Seconded by Councilmember Ward 6 Schueler.

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

This is the end of the Consent Docket. Item 5 through Item 22 were approved on the Consent Docket.

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NON-CONSENT ITEMS

23. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF A GRAYKEY DIGITAL FORENSIC TOOL AND ONE-YEAR SERVICE LICENSE VALUED AT \$25,270.50 FROM OPERATION UNDERGROUND RAILROAD TO BE USED BY THE POLICE DEPARTMENT FOR EXTRACTING INFORMATION FROM IPHONE OS (IOS) DEVICES.

This donation item was postponed on October 12, 2021, with a motion on the floor to accept moved by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 3 Lynn.

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

Items submitted for the record

1. Staff Report dated October 12, 2021, from Lisa Tullius, to Kevin Foster, Chief of Police
2. Quote No. Q-11121-1 dated September 7, 2021, from Grayshift, L.L.C., in the amount of \$25,270.50
3. Operation Underground Railroad Domestic Law Enforcement Support Mutual Agreement for the Receipt of Contributions

Participants in discussion

1. Deputy Chief Ricky Jackson

The donation was not accepted.

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24. PUBLIC HEARING REGARDING ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$31,075 TO THE CITY OF NORMAN AND CLEVELAND COUNTY FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE (DOJ/BJA) THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM WITH NORMAN'S PORTION OF \$27,875 TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR COMMUNITY ENGAGEMENT EVENTS AND UPDATING FORENSIC SERVICES; CONTRACT K-2122-13; AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

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

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

Items submitted for the record

- 1. Staff Report dated October 26, 2021, from Kevin Foster, Chief of Police
- 2. Contract K-2122-13 with Attachment 1.1., Proposal Narrative; Attachment 3, Indirect Cost Rate Agreement; Attachment 5, Research and Evaluation Independence and Integrity

Participants in discussion

- 1. Mr. Kevin Foster, Police Chief

The Public Hearing was Conducted.

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

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

The Public Hearing was closed

Motion made by Councilmember Ward 6 Holman, Seconded by Councilmember Ward 4 Tortorello.

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

The Grant was accepted.

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25. CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT OR

AMENDMENT OF ORDINANCE O-2122-8 UPON SECOND AND FINAL READING:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE EAST HALF (1/2) OF LOT TWENTY (20), ALL OF LOTS TWENTY-ONE (21) AND TWENTY-TWO (22), AND THE WEST 8.75 FEET OF LOT TWENTY-THREE (23), IN BLOCK FOUR (4) OF W.B. BIRCHUM'S FIRST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (453 WEST GRAY STREET)

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

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2122-8
3. 453 W Gray, a Center City Planned Unit Development, submitted July 2, 2021, and revised August 3, 2021, with Exhibit A, legal description; Exhibit B, site development plan; Exhibit C, allowable uses; and Exhibit D, examples of allowable tenant identifications signs
4. Location map
5. Planning Commission Staff Report dated September 9, 2021
6. City of Norman Predevelopment Summary PD21-21 dated June 24, 2021, from Jim Holmes Investments, L.L.C., for property located at 453 West Gray Street
7. Pertinent excerpts from Planning Commission minutes of September 9, 2021

Participants in Discussion

1. Mr. Gunner Joyce, The Rieger Law Group, 136 Thompson Drive, attorney representing the applicant
2. Ms. Beth Muckala, Assistant City Attorney
3. Mr. Shawn O'Leary, Director of Public Works
4. Ms. Jane Hudson, Director of Planning and Community Development

Ordinance O-2122-8 was adopted Upon Second Reading Section by Section.

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

Item 25, continued:

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

Ordinance O-2122-8 was adopted Upon Final Reading as a Whole.

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26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-9 UPON SECOND AND FINAL READING: - AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE ALL OF LOTS ONE (1), TWO (2) AND THREE (3) OF EAST VILLAGE, A PLANNED UNIT DEVELOPMENT, A REPLAT OF LOTS 29, 30 AND 31 OF BLOCK 1, BOYD VIEW ADDITION NO. 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE SOUTHWEST CORNER OF LINDSEY STREET AND 12TH AVENUE S.E.)

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

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2122-9
3. East Village Retail, Simple Planned Unit Development, submitted July 2, 2021, and revised August 4, 2021, with Exhibit A, legal description; Exhibit B, existing plan; and Exhibit C, allowable uses
4. Location map
5. Planning Commission Staff Report dated September 9, 2021
6. City of Norman Predevelopment Summary PD21-22 dated June 24, 2021, from East Village at 12th Avenue, L.L.C., for property located near the southeast corner of Rock Creek Road and 36th Avenue N.W.
7. Pertinent excerpts from Planning Commission minutes of September 9, 2021

Participants in Discussion

1. Mr. Gunner Joyce, The Rieger Law Group, 136 Thompson Drive, attorney representing the applicant

Ordinance O-2122-9 was Adopted Upon Second Reading Section by Section

Item 26, continued:

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

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

Ordinance O-2122-9 was Adopted Upon Final Reading as a Whole

* * * * *

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-21: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE TRACT 18 OF PECAN HEIGHTS SURVEY, BEING PART OF THE NORTH HALF (N/2) OF SECTION TWENTY-SIX (26), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE COUNTRY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE MIXED USE DESIGNATION. (3766 EAST ROBINSON STREET)

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Clark, Councilmember Ward 3 Lynn, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Voting Nay: Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall

Items submitted for the record

1. Staff Report dated October 26, 2021, from Jane Hudson, Director of Planning and Community Development
2. Resolution R-2122-21
3. Location map
4. Planning Commission Staff Report dated September 9, 2021
5. City of Norman Predevelopment Summary PD21-28 dated August 26, 2021, from Geoffrey Arce for property located at 3766 East Robinson Street
6. Pertinent excerpts from Planning Commission minutes of September 9, 2021

Participants in discussion

1. Mr. Geoffrey Arce, 3766 East Robinson Street, applicant

Resolution R-2122-21 was Adopted.

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28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/C
POSTPONEMENT OF ORDINANCE O-2122-10 UPON SECOND AND FINAL
READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN,
OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE
CITY OF NORMAN SO AS TO REMOVE TRACT 18 OF PECAN HEIGHTS SURVEY,
BEING PART OF THE NORTH HALF (N/2) OF SECTION TWENTY-SIX (26),
TOWNSHIP NINE (9) NORTH, RANGE TWO (2) 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.
(3766 EAST ROBINSON STREET)

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

Voting Yea: Mayor Clark, Councilmember Ward 3 Lynn, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Voting Nay: Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall

Items submitted for the record

1. Staff Report dated October 26, 2021, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2122-10
3. Geoffrey Arce PUD, Planned Unit Development, submitted April 8, 2021, and revised August 30, 2021
4. Future location of single family dwelling unit approximately 2200 Square Feet
5. Location map
6. Planning Commission Staff Report dated September 9, 2021
7. City of Norman Predevelopment Summary PD21-28 dated August 26, 2021, no one attended
8. Protest area map dated September 8, 2021, indicating 6.93% protest within the notification area
9. Pre-Development Application, Case No. PD21-18 containing a letter of protest from Leroy Bruehl filed in the City Clerk’s Office on August 3, 2021
10. Protest area map dated September 7, 2021, indicating 4.4% protest within the notification area
11. Letter of protest filed August 6, 2021, from Larry and Juanita Toothaker
12. Pertinent excerpts from Planning Commission minutes of September 9, 2021

Ordinance O-2122-10 was Adopted Upon Second Reading Section by Section

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

Item 28, continued:

Voting Yea: Mayor Clark, Councilmember Ward 3 Lynn, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Voting Nay: Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall

Ordinance O-2122-10 was Adopted Upon Final Reading as a Whole

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29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-12 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHTEEN (18), TOWNSHIP NINE NORTH (T9N), RANGE TWO WEST (R2W), OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE THE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1/2 MILE SOUTH OF TECUMSEH ROAD ON THE EAST SIDE OF 12TH AVENUE N.W. – TRAILWOODS WEST ADDITION)

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 6 Foreman.

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

Items submitted for the record

- 1. Staff Report dated October 12, 2021, from Jane Hudson, Director of Planning and Community Development
- 2. Ordinance O-2122-12
- 3. Trailwoods Addition, Section 12, a Planned Unit Development, submitted August 2, 2021, and revised September 2, 2021, with Exhibit A, legal description; Exhibit B, site development plan; Exhibit C, allowable uses
- 4. Location map
- 5. Planning Commission Staff Report dated September 9, 2021
- 6. Pertinent excerpts from Planning Commission minutes of September 9, 2021

Participants in Discussion

- 1. Mr. Gunner Joyce, The Rieger Law Group, 136 Thompson Drive, attorney representing the applicant
- 2. Mr. Zack Roach, Vice-President of Development, Ideal Homes, applicant

Ordinance O-2122-12 was Adopted Upon Second Reading Section by Section

Item 29, continued:

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 6 Foreman.

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

Ordinance O-2122-12 was Adopted Upon Final Reading as a Whole

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30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-13 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE PLANNED UNIT DEVELOPMENT ESTABLISHED IN ORDINANCE O-0607-9, TO AMEND THE SITE DEVELOPMENT PLAN AND UPDATE THE AREA REGULATIONS FOR PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ONE-FOURTH MILE WEST OF 36TH AVENUE S.E. AND ONE-FOURTH MILE NORTH OF EAST LINDSEY STREET)

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

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2122-13
3. Siena Spring, a Planned Unit Development, dated June 29, 2006, with Exhibit A, site development plan; Exhibit B, topography map; Exhibit C, Stormwater Prevention Plan; Exhibit D, preliminary plat; Exhibit E, base line results; and Exhibit F, open space exhibit
5. Location map
6. Planning Commission Staff Report dated September 9, 2021
7. Pertinent excerpts from Planning Commission minutes of September 9, 2021

Participants in Discussion

1. Mr. Sean Rieger, The Rieger Law Group, 136 Thompson Drive, attorney representing the applicant
2. Mr. Shawn O'Leary, Director of Public Works

Ordinance O-2122-13 was Adopted Upon Second Reading Section by Section

Item 30, continued:

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

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

Ordinance O-2122-13 was Adopted Upon Final Reading as a Whole

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31. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR THE SIENA SPRINGS ADDITION, SECTION 2. (GENERALLY LOCATED APPROXIMATELY ONE QUARTER MILE WEST OF 36TH AVENUE. SE AND ONE QUARTER MILE NORTH OF EAST LINDSEY STREET)

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 8 Peacock.

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

Items submitted for the record

1. Staff Report dated October 26, 2021, from Ken Danner, Subdivision Development Manager
2. Planning Commission Staff Report dated September 9, 2021
3. Preliminary Plat
4. Site Development Plan
5. Pertinent excerpts from Planning Commission minutes of September 9, 2021

The Preliminary Plat for Siena Springs Addition, Section 2, was Approved.

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32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-14 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST, OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF REED AVENUE AND APPROXIMATELY 717 FEET SOUTH OF EAST MAIN STREET)

Item 32, continued:

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 8 Peacock.

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

Voting Nay: Councilmember Ward 3 Lynn

Items submitted for the record

1. Staff Report dated October 26, 2021, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2122-14
3. Food and Shelter, Phase 2, a Simple Planned Unit Development, submitted August 2, 2021, and revised September 2, 2021, with Exhibit A, legal description; Exhibit B, site development plan; Exhibit C, permitted uses; Exhibit D, preliminary plat; Exhibit E, tree species list; and Exhibit F, Open Space Exhibit
4. Location map
5. Planning Commission Staff Report dated September 9, 2021
6. City of Norman Predevelopment Summary PD21-20 dated June 24, 2021, for Food and Shelter for property located immediately south of the existing Food and Shelter site
7. Protest area map dated September 7, 2021, indicating 6.93% protest within the notification area
8. Pre-Development Application, Case No. PD21-18 containing a letter of protest from Leroy Bruehl filed in the City Clerk's Office on August 3, 2021
9. Pertinent excerpts from Planning Commission minutes of September 9, 2021
10. Protest area map dated September 7, 2021, indicating 1.25% protest within the notification area
11. Letter of protest filed September 2, 2021, from Debbie Hoover
12. Letters of protest filed September 3, 2021, from Sue Sanders
13. Letter of protest filed September 3, 2021, from Ginger Barton
14. Letter of protest filed September 3, 2021, from Dara Sanders
15. Letter of protest filed September 3, 2021, from Hope Ewing
16. Petition of support containing 26 names filed July 26, 2021
17. Petition of support containing 142 names dated September 8, 2021
18. Petition of support containing 61 signatures filed after Planning Commission, September 9, 2021

Participants in Discussion

1. Mr. Sean Rieger, The Rieger Law Group, 136 Thompson Drive, attorney representing the applicant
2. Ms. April Heiple, Executive Director, Food and Shelter, Inc., 201 Reed Avenue, applicant
3. Mr. Chris Anderson, SMC Consulting Engineers, P.C., 815 West Main Street, Oklahoma City, engineer representing the applicant
4. Mr. Shawn O'Leary, Director of Public Works
5. Mr. Michael Ridgeway, President of Food and Shelter, Inc., Board, proponent

Ordinance O-2122-14 was Adopted Upon Second Reading Section by Section.

Item 32, continued:

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

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

Voting Nay: Councilmember Lynn

Ordinance O-2122-14 was Adopted Upon Final Reading as a Whole

* * * * *

33. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR FOOD AND SHELTER, PHASE 2 ADDITION. (GENERALLY LOCATED 717 FEET SOUTH OF EAST MAIN STREET ON THE EAST SIDE OF REED AVENUE)

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

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

Voting Nay: Councilmember Ward 3 Lynn

Items submitted for the record

1. Staff Report dated October 26, 2021, from Ken Danner, Subdivision Development Manager
2. Preliminary Plat
3. Preliminary Site Development Plan
4. Planning Commission Staff Report dated September 9, 2021
5. Pertinent excerpts from Planning Commission minutes of September 9, 2021

The Preliminary Plat for Food and Shelter, Phase 2 Addition, was Approved.

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34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-7 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 22-431.2 (COMMUNICATION FACILITIES) OF ARTICLE XII OF CHAPTER 22 (ZONING ORDINANCE); TO ESTABLISH AND FURTHER DEFINE ADDITIONAL STANDARDS FOR SMALL CELL APPLICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion to postpone moved by Mayor Clark, Seconded by Councilmember Foreman.

Item 34, continued:

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

Items submitted for the record

- 1. Staff Report dated October 26, 2021, from Heather Poole, Assistant City Attorney
- 2. Ordinance O-2122-7
- 3. Legislatively notated copy of Ordinance O-2122-7
- 4. City Council Study Session minutes dated July 20, 2021

Participants in Discussion

- 1. Ms. Heather Poole, Assistant City Attorney
- 2. Mr. Jason Constable, Director, Regulatory Affairs, AT&T Oklahoma

Ordinance O-2122-7 was postponed until November 9, 2021, with a motion on the floor to adopt moved by Councilmember Holman, Seconded by Councilmember Peacock.

* * * * *

MISCELLANEOUS COMMENTS

Donation from Graykey. Mr. Jackson Foote, Ward 4, said this piece of equipment was a very powerful hacking tool and violates civil liberties. He asked who will be watching the watchers and why was Council allowing the Police Department to use such a tool. He talked about how much money the Police Department used last year and said no one feels any safer.

* * * * *

ADJOURNMENT

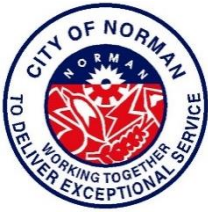
The Meeting Adjourned at 10:28 p.m.

Mayor

City Clerk

File Attachments for Item:

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-12: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, NOVEMBER 11, 2021, AS VETERANS DAY IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Cinthya Allen, Chief Diversity and Equity Officer

PRESENTER: Cinthya Allen, Chief Diversity and Equity Officer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-12: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, NOVEMBER 11, 2021, AS VETERANS DAY IN THE CITY OF NORMAN.

Proclamation

P-2122-12

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, NOVEMBER 11, 2021, AS VETERANS DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman honors the contributions, sacrifices, and valor of the men and women who served in the Armed Forces; and
- § 2. WHEREAS, the Veterans Day holiday initially commemorated the end of World War I, which came on the eleventh hour on the eleventh day of the eleventh month in 1918. One year later, Americans celebrated the first Armistice Day, and it became a national holiday in 1938. In 1954, President Eisenhower renamed it Veterans Day to honor and commemorate veterans of all wars; and
- § 3. WHEREAS, we recognize 18.2 million living veterans across the United States served during at least one war as of 2018; and
- § 4. WHEREAS, 9 percent of veterans are women; and
- § 5. WHEREAS, with five military installations across the state of Oklahoma, Oklahoma has a high veteran and active military population; and
- § 6. WHEREAS, the Armed Forces Reserve Center's direct presence in Norman provides a significant connection and service to our country and state's Armed Forces;

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

- § 7. Do hereby proclaim November 11, 2021 as Veterans Day in the City of Norman and invite all citizens to join me in honoring the contributions and sacrifice of our veterans to our freedom and way of life.

PASSED AND APPROVED this 9th day of November, 2021.

Mayor

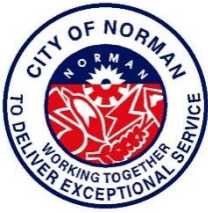
ATTEST:

City Clerk



File Attachments for Item:

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-13: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, NOVEMBER 27, 2021, AS SMALL BUSINESS SATURDAY IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Cinthya Allen, Chief Diversity and Equity Officer

PRESENTER: Cinthya Allen, Chief Diversity and Equity Officer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-13: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, NOVEMBER 27, 2021, AS SMALL BUSINESS SATURDAY IN THE CITY OF NORMAN.

Proclamation

P-2122-13

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, NOVEMBER 27, 2021, AS SMALL BUSINESS SATURDAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, celebrates our local small businesses and the contribution they make to our local economy and community; and
- § 2. WHEREAS, according to the United States Small Business Administration, there are currently 31.7 million small businesses in the United States, they represent 99.7 % of all firms with paid employees, they are responsible for 65.1% of the net new jobs created over from 2000-2019; and
- § 3. WHEREAS, small businesses employ 47.1% of the employees in the private sector in the United States, 88% of U.S. consumers feel a personal commitment to support small businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic; and
- § 4. WHEREAS, 97% of Small Business Saturday® shoppers recognize the impact they can make by shopping small, 85% of them also encouraged friends and family to do so too; and
- § 5. WHEREAS, the City of Norman supports our local businesses that create jobs, boost our local economy, and preserve our communities; and
- § 6. WHEREAS, the City of Norman has celebrated Small Business Saturday in collaboration with the Norman Chamber of Commerce, VisitNorman, and dozens of our local small businesses each year since 2015; and
- § 7. WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

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

- § 8. Do hereby proclaim Saturday, November 27, 2021, as Small Business Saturday in the City of Norman, Oklahoma, and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

PASSED AND APPROVED this 9th day of November, 2021.

Mayor

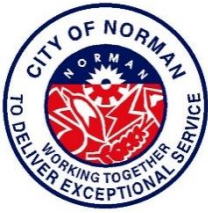
ATTEST:

City Clerk



File Attachments for Item:

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-15 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE NORTH ONE HUNDRED FIFTY (150) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES 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 TO REMOVE THE SOUTH ONE HUNDRED FIFTY-TWO AND ONE-HALF (152.5) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, 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: 11/09/2021
REQUESTER: Sooner Traditions, L.L.C.
PRESENTER: Jane Hudson, Director of Planning & Community Development
ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-15 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE NORTH ONE HUNDRED FIFTY (150) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES 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 TO REMOVE THE SOUTH ONE HUNDRED FIFTY-TWO AND ONE-HALF (152.5) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, 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)

SYNOPSIS: 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 area and height and requirements for tree replacement. Through the SPUD Narrative the applicant is limiting the building height to no more than one story, maximum impervious area for the lot is 65%, and there are replacement guidelines for removal of mature trees.

HISTORY: This site was subdivided by warranty deed many years ago; legally this property 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.

ZONING ORDINANCE CITATION:

SEC 420.05 – SIMPLE PLANNED UNIT DEVELOPMENTS

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 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.

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

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

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

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

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

EXISTING ZONING: The subject property currently has two zoning designations. The north portion, 1027 S. Berry Rd. is zoned R-1, Single Family Dwelling District. This district allows mainly for single family dwelling units with some accessory uses. The south portion, 1035 S. Berry Rd., is zoned CO, Suburban Office Commercial District. This district allows for institutional and commercial activities that require separate buildings surrounded by landscaped yards and open area near residential neighborhoods. Neither of these zoning districts allow for retail sales or restaurant uses.

ANALYSIS: The particulars of this SPUD include:

USE: The property may be utilized for any of the uses listed in Exhibit B. The applicant intends to build a commercial retail center on the property.

OPEN SPACE/LANDSCAPING: The SPUD Narrative states the impervious area for the property will not exceed 65% of the lot, which is the maximum allowed for residential developments. The City's commercial zoning districts do not have maximum coverage allowance. The applicant is proposing a minimum 25' landscape buffer along the south and west property lines, a minimum 20' landscape buffer along the north property line and a minimum 16' landscape buffer along the east property line. The applicant is also proposing to use low impact development techniques (LIDs) and best management practices (BMPs) to develop the site. These are shown on the Stormwater Enhancement Diagram, Exhibit D. 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.

PARKING: The submitted site plan shows 55 parking spaces. With the recently proposed change in the parking requirements from "Required" to "Recommended," there may be no parking requirements for this site. If the proposed change is adopted by City Council, the site should still provide adequate parking for the proposed facility. The site plan submitted shows the location of the bike racks; they are planned to be installed over impervious pavers.

SITE PLAN/ACCESS: The applicant is proposing a building to be situated on the southwest corner of the property. The building is proposed at a 25' setback from the west and south property lines and a 90' setback from the north property line. The east side of the building will follow a 45' setback. As shown on the proposed site plan, the building is located in excess of 90' from the east property line. The parking for the development is along the north and east sides of the property. The dumpster is located on the southeast side of the property, just west of the proposed access point off W. Lindsey St. There are two proposed access points – one off W. Lindsey St. on the southeast side of the property and one off S. Berry Rd. on the northwest side of the property. The W. Lindsey St. access point will be a right-in, right-out, as shown on the site plan. A 5' sidewalk is required along S. Berry Rd. There is an existing sidewalk along W. Lindsey St.

SIGNAGE: The SPUD Narrative states that all signage will be in conformance with the City's Sign Code as is applicable for district regulations of commercial zoning.

FENCING: The SPUD Narrative states there will be a 6' wood privacy fence along the northern and eastern boundaries of the property.

HEIGHT: The SPUD Narrative states the height of the proposed building is restricted to one story and will have a pitched roof to conceal all mechanical equipment.

LIGHTING: All exterior lighting will conform to the City of Norman Commercial Outdoor Lighting Standards, which require full cut-off fixtures and any light poles installed within 25' of a residential

property line or public right-of-way may not exceed 20' in height. The Commercial Outdoor Lighting Standards state, all applications for building permits subject to this section which exceed 7,500 square feet of new construction in an Office category, or 5,000 square feet of new construction for all other categories of use within this section, and involve the installation of new outdoor lighting shall include a photometric plan with estimated footcandles at ten feet beyond all property boundaries that are adjacent or across the street from single or two-family residential zones or uses.

OTHER AGENCY COMMENTS:

PREDEVELOPMENT: PD21-23, June 24, 2021

Neighbors fear this development will create commercial creep into the existing neighborhoods. They are also concerned about increased traffic. Please see the attached Predevelopment summary for all concerns and comments.

PUBLIC WORKS: 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 bio-retention swales, rain gardens, flow through planters, and tree wells will be utilized to increase storm water infiltration and water quality.

TRAFFIC: Please see the Traffic Engineer's analysis of this proposal in the agenda packet.

CONCLUSION: Staff forwards this request and Ordinance O-2122-15 for the City Council's consideration.

At their meeting of October 14, 2021, Planning Commission recommended adoption of Ordinance No. O-2122-15 by a vote of 5-1.

O-2122-15

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE NORTH ONE HUNDRED FIFTY (150) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES 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 TO REMOVE THE SOUTH ONE HUNDRED FIFTY-TWO AND ONE-HALF (152.5) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, 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. and Hunter Miller Family, 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 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 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the R-1, Single Family Dwelling District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

Ordinance No. O-2122-15
Page 2

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.

§ 5. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the 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 22:420.05 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the SPUD Narrative and the Site Development Plan, approved by the Planning Commission on October 14, 2021, and supporting documentation submitted by the applicant and approved by the Planning Commission, and made a part hereof.

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

ADOPTED this _____ day of _____, 2021.

NOT ADOPTED this _____ day of _____, 2021.

(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 2, 2021
Revised November 2, 2021

PREPARED BY:

RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

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- A. Site Development Plan
- B. Allowable Uses
- C. Open Space Diagram
- D. Stormwater Enhancement 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 small-scale commercial center that incorporates C-1 Local Commercial District allowable uses as more particularly detailed on **Exhibit B**. In keeping with the intent and spirit of the City of Norman’s C-1 Zoning Ordinance, this request is intended to provide zoning for the conduct of uses that meet the regular needs and for the convenience of the people of adjacent 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. The Berry Road and Lindsey Street intersection is a section line intersection featuring a combined daily traffic count (per ACOG) of almost 27,000 vehicles per day.

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 is developed with two older residential structures and gently slopes southwest. No portion of the Property is in the FEMA 100-year flood plain or the WQPZ. A drainage report has been conducted for the Property and provided to City Staff for review.

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 as depicted on the Site Development Plan, attached hereto as **Exhibit A**. The exhibits attached hereto are incorporated herein by reference. The Property shall be developed in conformance with the Site Development Plan, subject to final design development and the changes allowed by Section 22.420.05(11) of the City of Norman's SPUD Ordinance, as may be amended from time to time.

A. Uses Permitted

It is the intent of this SPUD to allow the Property to incorporate in, and provide for, the allowable uses provided under the City of Norman's C-1, Local Commercial District. An exhaustive list of the allowable uses for the Property is attached hereto as **EXHIBIT B**.

B. Area Regulations

North Setback: There shall be a ninety (90') foot building setback from the North property line.

South Setback: There shall be a twenty-five (25') foot building setback from the South property line.

East Setback: There shall be a forty-five (45') foot building setback from the East property line.

West Setback. There shall be a twenty-five (25') foot building setback from the West property line.

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

C. Open space and green space

The development of the Property will feature open space and green space areas, as illustrated on the Open Space Diagram, attached hereto as **Exhibit C**. The impervious area for the Property shall not exceed 65%. There shall be a minimum twenty-five (25') foot landscape buffer along the South and West property lines, a minimum twenty (20') foot landscape buffer along the North property line, and a minimum sixteen (16') foot landscape buffer along the East property line. Notwithstanding the foregoing, minor improvements, such as, but not limited to, the patio area, pedestrian bike access path, architectural benches and features, and/or a paved walkway around the building, may encroach within the landscape buffers to the South and West of the building. Additionally, the Applicant will utilize low impact development techniques ("LIDs") and best management practices ("BMPs") in the development of the Property. Examples of potential LIDs and BMPs that may be utilized on the Property are indicated on the Stormwater Enhancement Diagram, attached hereto as **Exhibit D**. 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. The Applicant has provided a Traffic Impact Analysis discussing the proposed development to City Staff.

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 10 of the City of Norman's Code of Ordinances, as amended from time to time.

F. Signage

Signage will comply with the City of Norman's commercial signage ordinances applicable to Norman's C-1, Local Commercial District, as may be amended from time to time.

G. Lighting

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

H. Fencing

The Property currently has no boundary fencing. The Property will feature a six (6') foot wood privacy boundary fence along the North and East boundaries of the Property, provided that the fence may commence at the South setback line on the East boundary of 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.

K. Exterior Materials

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

EXHIBIT A
Site Development Plan

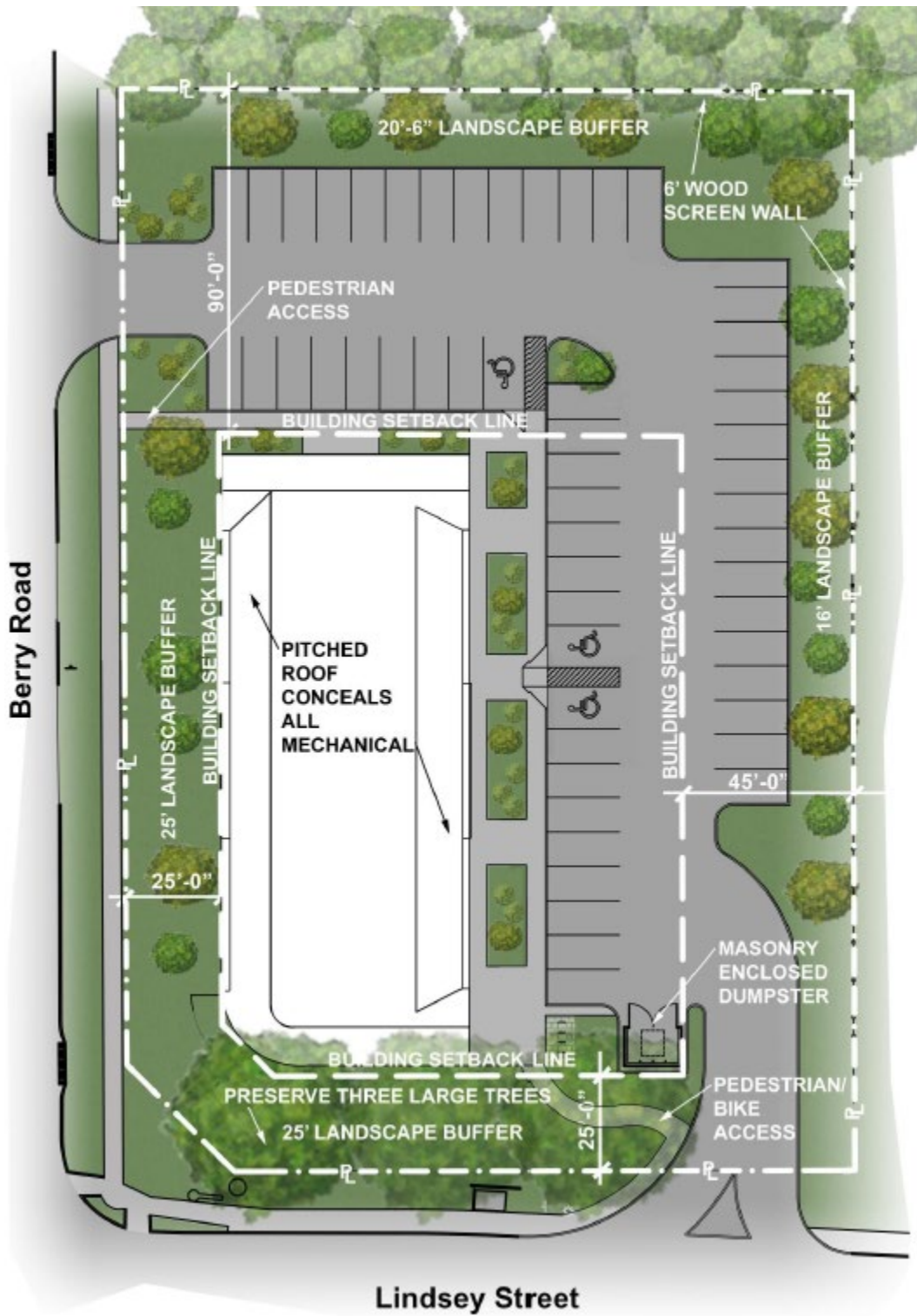


EXHIBIT B

Allowable Uses

Commercial Uses:

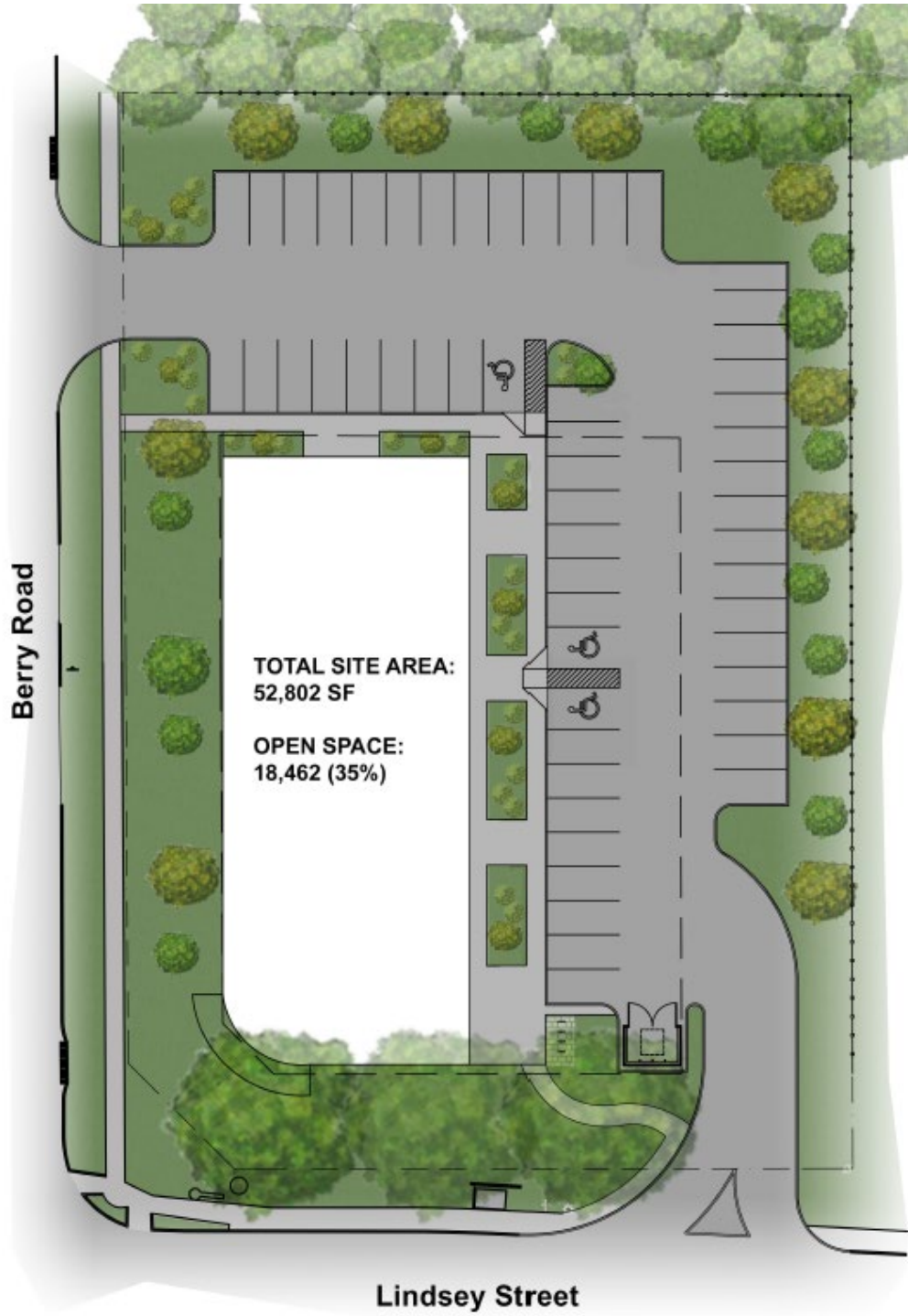
(for purposes of familiarity, this list is based on the City of Norman's C-1, Local Commercial District. In the event of any ambiguity or conflict between the City of Norman's C-1, Local Commercial District Ordinance and this list, this list shall control)

- Apartment Hotel.
- Antique shop.
- Appliance Store.
- Art Gallery.
- Artist materials supply or studio.
- Assembly Halls of non-profit corporations.
- Automobile parking lots.
- Automobile supply store.
- Baby store.
- Bakery goods store.
- Bank.
- Barber shop, or beauty parlor.
- Book or stationery store.
- Camera shop.
- Candy store.
- Catering establishment.
- Child care establishment.
- Churches.
- Clothing or apparel store.
- Dairy products or ice cream store.
- Delicatessen store.
- Dress shop.
- Drug store or fountain.
- Dry Cleaning and/or Laundry Plant with no more than three (3) dry cleaning machines and/or Laundry Pick-up Station.
- Dry goods store.
- Fabric or notion store.
- Florist.
- Furniture Store.
- Gift Shop.
- Grocery or supermarket.
- Hardware store.
- Hotel or motel.
- Interior decorating store.
- Jewelry shop.

- Key shop.
- Leathergoods shop.
- Libraries.
- Medical Marijuana Dispensary, as allowed by state law.
- Museums.
- Music Conservatories.
- Messenger or telegraph service.
- Office business.
- Painting and decorating shop.
- Pet shop.
- Pharmacy.
- Photographer's studio.
- Radio and television sales and service.
- Restaurant. A restaurant may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Retail spirits store.
- Self service laundry.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Tailor Shop.
- Trade schools and schools for vocational training.
- Theaters (excluding drive-in theaters), including one that sells alcoholic beverages in compliance with state law.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.
- Toy store.

EXHIBIT C

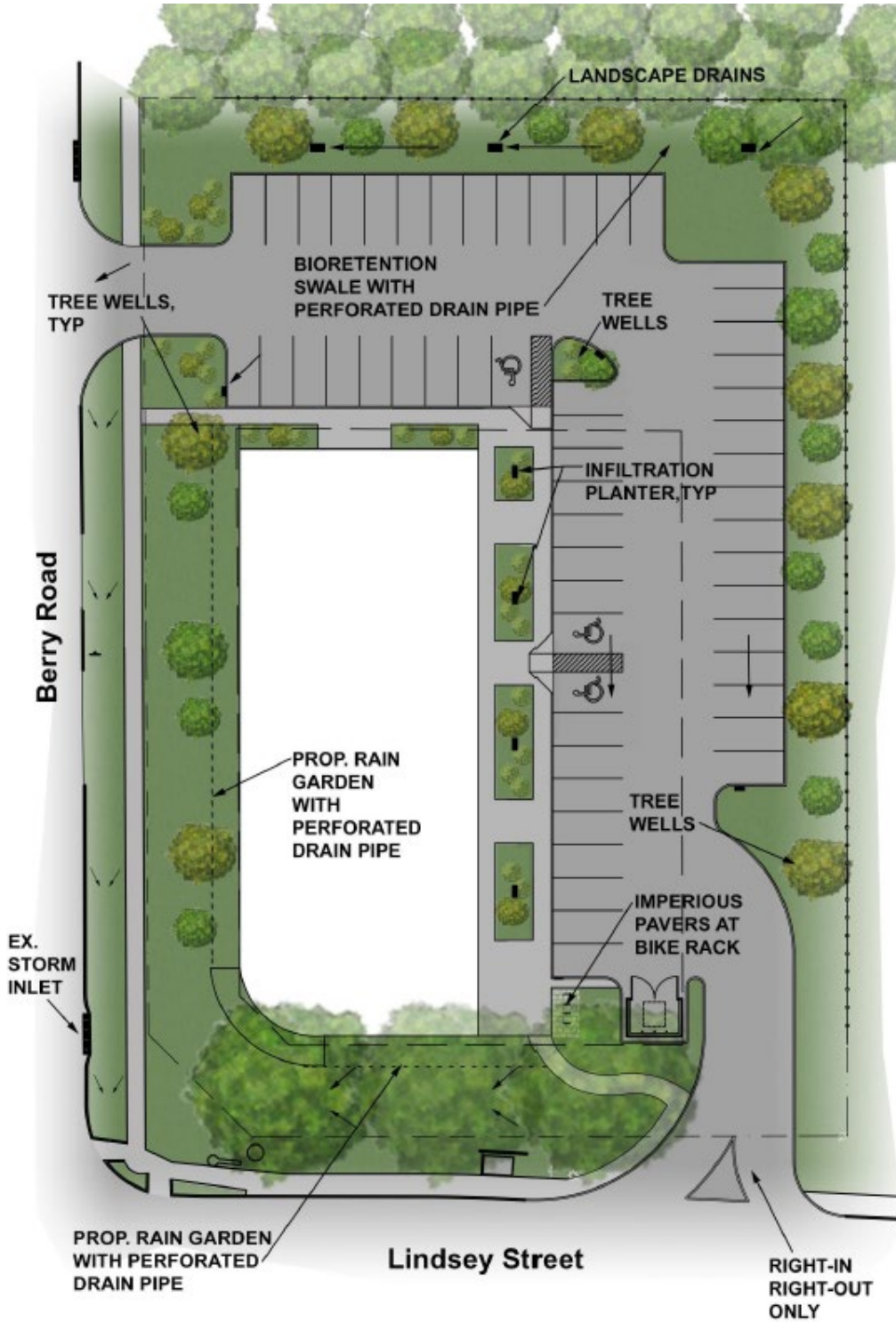
OPEN SPACE DIAGRAM



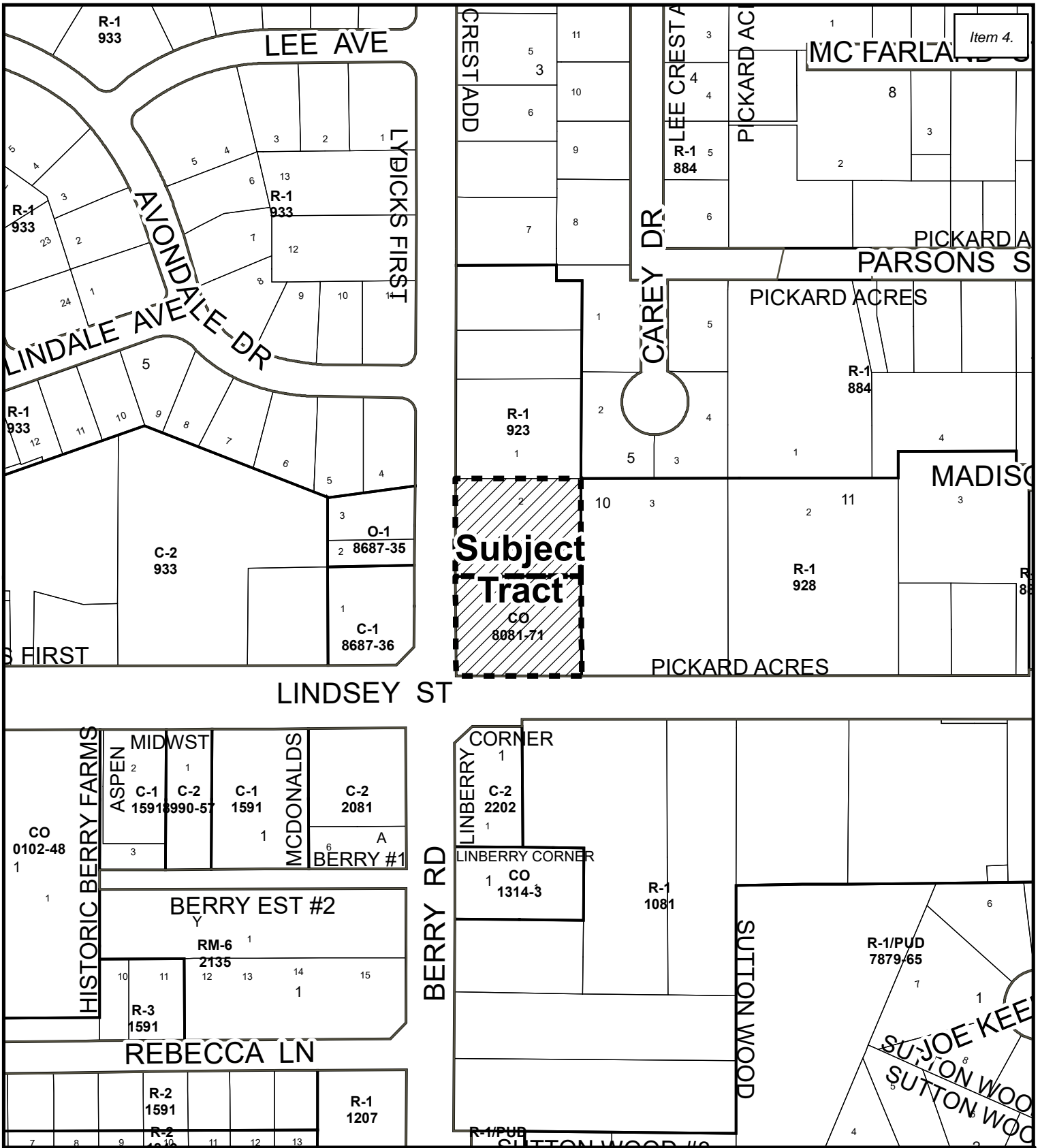
Open Space Diagram

EXHIBIT D

STORMWATER ENHANCEMENT DIAGRAM



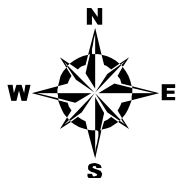
Stormwater Enhancements



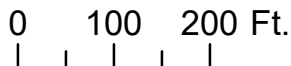
Location Map




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



June 8, 2021



 Subject Tract

 Zoning

ORDINANCE NO. O-2122-15

ITEM NO. 3

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C.
REQUESTED ACTION	Rezoning to SPUD, Simple Planned Unit Development
EXISTING ZONING	R-1, Single Family Dwelling District, and CO, Suburban Office Commercial 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	1027 & 1035 South Berry Road
SIZE	1.33 acres, more or less
PURPOSE	Commercial Retail Center
EXISTING LAND USE	Vacant Residential and Office
SURROUNDING LAND USE	North: Residential East: Vacant South: Commercial and Residential West: Commercial

SYNOPSIS: 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 than one story and establishing replacement guidelines for removal of mature trees.

HISTORY: 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.

ZONING ORDINANCE CITATION: SEC 420.05 – SIMPLE PLANNED UNIT DEVELOPMENTS

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.

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

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

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

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

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

EXISTING ZONING: The subject property currently has two zoning designations. The north portion, 1027 S. Berry Rd. is zoned R-1, Single Family Dwelling District. This district allows mainly for single family dwelling units with some accessory uses. The south portion, 1035 S. Berry Rd., is zoned CO, Suburban Office Commercial District. This district allows for institutional and commercial activities that require separate buildings surrounded by landscaped yards and

open area near residential neighborhoods. Neither of these zoning districts allow for retail or restaurant uses.

ANALYSIS: The particulars of this SPUD include:

USE: The property may be utilized for any of the uses listed in Exhibit B. The applicant intends to build a commercial retail center on the property.

OPEN SPACE/LANDSCAPING: The SPUD Narrative states the impervious area for the property will not exceed 65% of the lot, which is the maximum allowed for residential developments. The City's commercial zoning districts do not have maximum coverage allowance. The applicant is proposing a 10' landscape buffer along the south, east, and west property lines and a 20' landscape buffer along the north property line. The applicant is also proposing to use low impact development techniques (LIDs) and best management practices (BMPs) to development the site. These are shown on the Stormwater Enhancement Diagram, Exhibit D. 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.

PARKING: The submitted site plan shows 55 parking spaces. With the recently proposed change in the parking requirements from "Required" to "Recommended," there may be no parking requirements for this site. If the proposed change is adopted by City Council, the site should provide adequate parking for the proposed facility.

SITE PLAN/ACCESS: The applicant is proposing a building to be situated on the southwest corner of the property. The building is proposed at a 25' setback from the west and south property lines and a 90' setback from the north property line. The east side of the building will follow a 45' setback. The parking for the development is along the north and east sides of the property. The dumpster is located on the southeast side of the property, just west of the proposed access point off W. Lindsey St. There are two proposed access points – one off W. Lindsey St. on the southeast side of the property and one off S. Berry Rd. on the northwest side of the property. The W. Lindsey St. access point will be a right-in, right-out, as shown on the site plan. A 5' sidewalk is required along S. Berry Rd. There is an existing sidewalk along W. Lindsey St.

SIGNAGE: The SPUD Narrative states that all signage will be in conformance with the City's Sign Code as is applicable for district regulations of commercial zoning.

FENCING: The SPUD Narrative states there will be a 6' wood privacy fence along the northern and eastern boundaries of the property.

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

LIGHTING: All exterior lighting will conform to the City of Norman Commercial Outdoor Lighting Standards, which require full cut-off fixtures and any light poles installed within 25' of a residential property line or public right-of-way may not exceed 20' in height. The Commercial Outdoor Lighting Standards state, all applications for building permits subject to this section which exceed 7,500 square feet of new construction in an Office category, or 5,000 square feet of new construction for all other categories of use within this section, and involve the installation of new outdoor lighting shall include a photometric plan with estimated footcandles at ten feet beyond all property boundaries that are adjacent or across the street from single or two-family residential zones or uses.

OTHER AGENCY COMMENTS:**PREDEVELOPMENT: PD21-23, June 24, 2021**

Neighbors fear this development will create commercial creep into the existing neighborhoods. They are also concerned about increased traffic. Please see the attached Predevelopment summary for all concerns and comments.

PUBLIC WORKS: 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: Please see the Traffic Engineer's analysis of this proposal in the agenda packet.

CONCLUSION: Staff forwards this request and Ordinance No. O-2122-15 for the Planning Commission's consideration.

Applicant: Sooner Traditions, LLC

Project Location: 1027 & 1035 S. Berry Road

Case Number: PD21-23

Time: 5:30 p.m.

Applicant/Representative

Gunner Joyce, Rieger Law, PLLC

Sean Rieger, Rieger Law, PLLC

Attendees

Robert Castleberry

John Cornwell

Michelle Nehrenz

Councilmember Hall

Dennis Yarbrow

Susan Meyer

Councilmember Nash

Stephen Maple

Dana Drury

James Akey

Elizabeth Gohl

Mindy Wood, Kevin Potts

City Staff

Brevin Ghoram, Planner I

Jane Hudson, Director, Planning & Community Development

Beth Muckala, Assistant City Attorney

Heather Poole, Assistant City Attorney

Ken Danner, Subdivision Development Manager

Application Summary

The applicant seeks to rezone the properties to facilitate the operation of a commercial development on the subject properties. The applicant seeks to rezone to a SPUD, Simple Planned Unit Development. The updated site plan is submitted with this application. The building is brought forward of the lot, 25' setback, increased north setback, created a buffer, lighting ordinance in place, photometric plan, access points away from corner and a single-story structure.

Neighbor's Comments/Concerns/Responses

- City denied access to the property on the west side of Berry, why?
 - (City staff responded – we will have to research as we are not familiar with that request.)
- This is the third time the application has been submitted - 2015, 2020 and 2021, why is this allowed to be submitted again?

- (City staff responded - an applicant has the right to submit an application to rezone/develop property. Council ultimately votes on the application.)
- Traffic backs up on Berry Road – this will create more traffic.
- Will there be a traffic study?
 - (Applicant's representative responded - a traffic consultant has been hired.)
- Concern with access on Lindsey or people turning into the site from Lindsey – this will create traffic congestion.
- Berry is a residential street.
- If the zoning is C-1, SPUD, then the uses can be anything.
- Neighbors fear commercial creep into neighborhood.
- Abundance of commercial property on Lindsey so go there – don't buy residential and convert to commercial.
- Will this SPUD be the same uses as previously submitted?
 - (Applicant's representative responded - possibly, not finalized at this point.)



CITY OF NORMAN

Development Review Form

Transportation Impacts

DATE: October 5, 2021

CONDUCTED BY: Jami L. Short, P.E.
City Traffic Engineer

PROJECT NAME: Sooner Traditions SPUD

PROJECT TYPE: Commercial SPUD

Owner: Sooner Traditions LLC & Hunter Miller Family, LLC
Developer's Representative: Rieger Law Group PLLC
Developer's Traffic Engineer: Traffic Engineering Consultants, Inc. (TEC)

SURROUNDING ENVIRONMENT (Streets, Developments)

The areas surrounding this site are generally commercial to the west and south and low density residential to the north and floodplain to the east. The development will connect to Berry Road to the west and Lindsey Street to the south.

ALLOWABLE ACCESS:

The access will be in accordance with Section 4018 of the City's Engineering Design Criteria.

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

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

Lindsey Street: Transitions from 2 lanes to 4 lanes with 2 bike lanes (existing and future). Speed Limit—30 mph. No sight distance problems. No median, but median exists further west of Berry Road.

ACCESS MANAGEMENT CODE COMPLIANCE: YES NO

Proposed access for the development will comply with what is allowed in the subdivision regulations.

TRIP GENERATION

	Total	In	Out
Weekday	404	202	202
A.M. Peak Hour	10	6	4
P.M. Peak Hour	41	20	21

TRANSPORTATION IMPACT STUDY REQUIRED? YES NO

The development is proposed for location at the northeast corner of the intersection of Lindsey Street and Berry Road with an access drive to Berry Road to the west and an access drive to Lindsey Street to the south. Even though being below the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer submitted a traffic impact analysis documenting the trip generation information for this SPUD due to the concerns expressed by nearby residents that this development will have on traffic volumes on Berry Road and Lindsey Street. The traffic data was obtained in September of 2021 when schools were in session. The impact from the development to the delay at the signalized intersection of Berry Road and Lindsey Street is anticipated to be 4 to 6 seconds. Queuing at the signal during the PM peak hour is expected to extend to the development's proposed access driveways on Berry Road north of the signal and on Lindsey Street east of the signal. However queuing from the development will not impact the through movements on either Berry Road or Lindsey Street, as the queuing will be contained within the development. No traffic operational issues are anticipated during the AM peak hour or throughout the remainder of the day.

RECOMMENDATION: APPROVAL DENIAL N/A STIPULATIONS

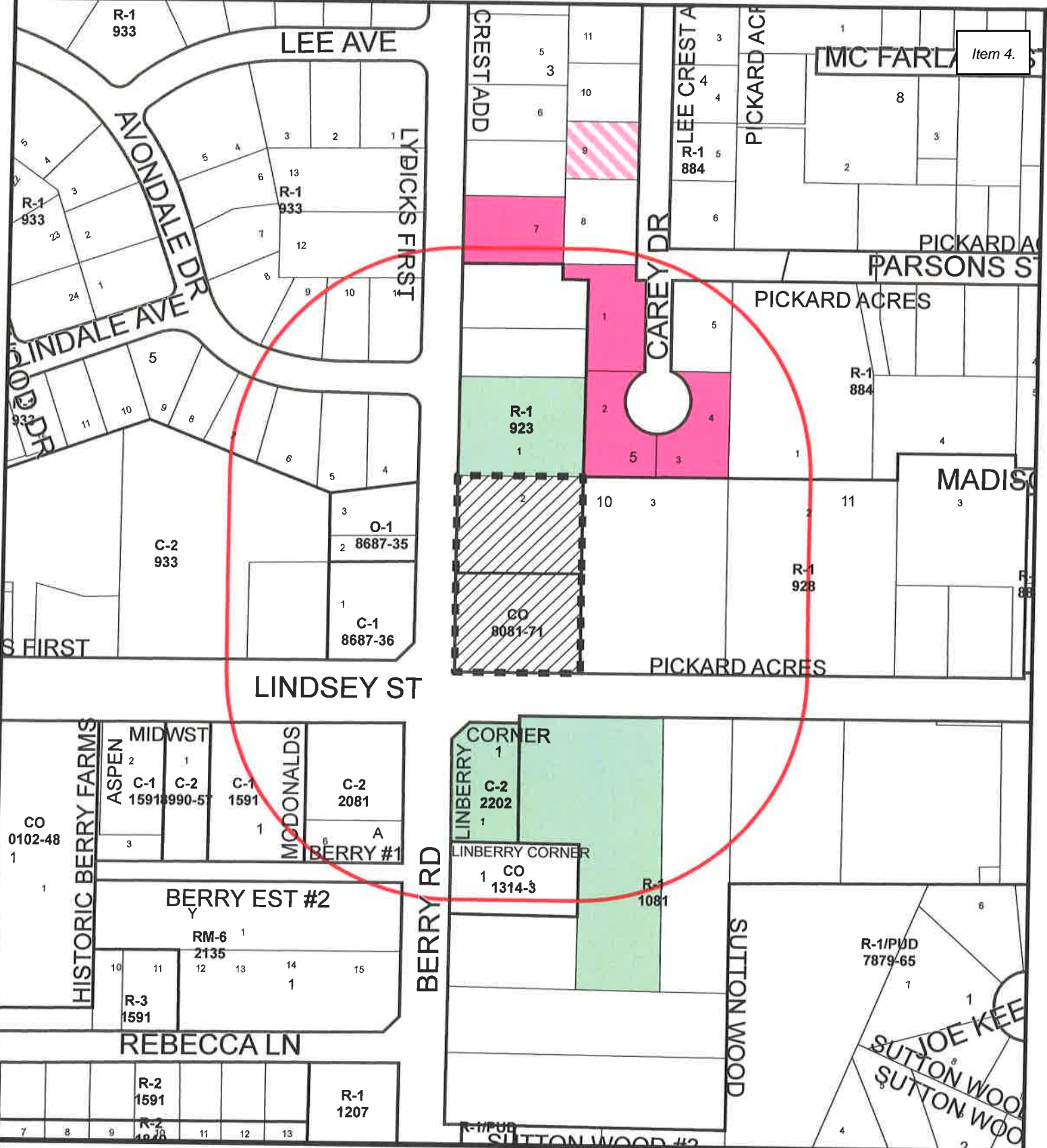
Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

The proposed development will access Berry Road from the east by the proposed access drive located approximately 255 feet north of Lindsey Street and will access Lindsey Street from the north by the proposed access driveway located approximately 180 feet east of Berry Road. The proposed driveway on Lindsey Street will be designed for right turns in and right turns out only. Such a design will impact the current bus stop on Lindsey Street just east of Berry Road. The developer is willing to relocate this existing bus stop to just west of its current location. Capacity exceeds demand in this area. As such, no additional off-site improvements are anticipated.

PROTESTS & SUPPORTS
Map & Letters

Sooner Traditions, L.L.C. & Hunter Miller Family, L.L.C.
2025 Amendment & Rezoning from R-1 and CO to SPUD
1027 & 1035 S. Berry Road

We will update the map with any additional letters received prior to the meeting.



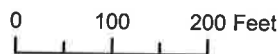
Protest & Support Map

8.3% Protest Within Notification Area




17.8% Support 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.




October 6, 2021

-  Subject Tract
-  Notification Area
-  Protest
-  Support

STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

I am familiar with the proposed rezoning request by Sooner Traditions, LLC, for the property situated to the northeast of the intersection at W Lindsey Street and Berry Road. I understand that the proposal is to change the zoning of that property to a Planned Unit Development that will mostly allow uses similar to C-1, Local Commercial. I support the development of a high-quality commercial building that will feature landscaping buffers and a privacy fence to nearby residential such as my house to the north. This will be better than the existing vacant residential and office that are in need of updating and replacement. As an owner of nearby property that is within the notification radius, I hereby sign below in full support of the proposed project, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: 
Printed Name: Dan Graham
Date: 8/18, 2021

Address of all the Property(s) we own near the proposed development.
1150 W. Lindsey

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/6/21-LW

STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

I am familiar with the proposed rezoning request by Sooner Traditions, LLC, for the property situated to the northeast of the intersection at W Lindsey Street and Berry Road. I understand that the proposal is to change the zoning of that property to a Planned Unit Development that will mostly allow uses similar to C-1, Local Commercial. I support the development of a high-quality commercial building that will feature landscaping buffers and a privacy fence to nearby residential such as my house to the north. This will be better than the existing vacant residential and office that are in need of updating and replacement. As an owner of nearby property that is within the notification radius, I hereby sign below in full support of the proposed project, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: [Handwritten Signature]
Printed Name: HUNTER M. UG
Date: 8/18/21, 2021

Address of all the Property(s) we own near the proposed development:

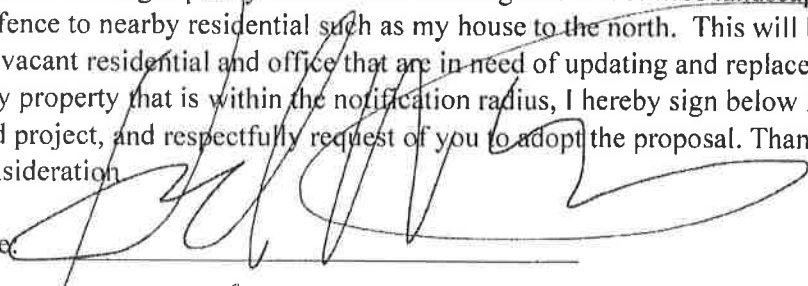
1104 W. LINDSEY STREET

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/6/21-LW

STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

I am familiar with the proposed rezoning request by Sooner Traditions, LLC, for the property situated to the northeast of the intersection at W Lindsey Street and Berry Road. I understand that the proposal is to change the zoning of that property to a Planned Unit Development that will mostly allow uses similar to C-1, Local Commercial. I support the development of a high-quality commercial building that will feature landscaping buffers and a privacy fence to nearby residential such as my house to the north. This will be better than the existing vacant residential and office that are in need of updating and replacement. As an owner of nearby property that is within the notification radius, I hereby sign below in full support of the proposed project, and respectfully request of you to adopt the proposal. Thank you very much for your consideration

Signature: 

Printed Name: HAL SMITH

Date: 08-18-2021, 2021

Address of all the Property(s) we own near the proposed development:

1424 W. LINDSEY STREET

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/6/21 - PW

STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

I am familiar with the proposed rezoning request by Sooner Traditions, LLC, for the property situated to the northeast of the intersection at W Lindsey Street and Berry Road. I understand that the proposal is to change the zoning of that property to a Planned Unit Development that will mostly allow uses similar to C-1, Local Commercial. I support the development of a high-quality commercial building that will feature landscaping buffers and a privacy fence to nearby residential such as my house to the north. This will be better than the existing vacant residential and office that are in need of updating and replacement. As an owner of nearby property that is within the notification radius, I hereby sign below in full support of the proposed project, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: Carol West

Printed Name: CAROL WEST

Date: JUNE 28th, 2021

Address of all the Property(s) we own near the proposed development:

1017 S. BERRY ROAD

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/6/21-LW

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

Re: PD21-23

Dear Planning Commission:

I have read the Notice for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 18 August, 2021 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, AUSE OSIS & DANIEL MAINS (printed name)

Own or reside at the property located

1128 W. BROOKS ST.

NORMAN, OK 73069

Am (check the one that applies)

Approve of the rezoning

Oppose the rezoning

Do not have an opinion about the rezoning

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/9/21-LW

Sincerely,

[Signature] (signature)

9/2/21 (date)

Reasons for Opposition to Rezoning

1. The proposed rezoning will be a major nuisance to current residents who purchased their property with the understanding that they would be in a residential neighborhood. A commercial building will bring increased light and noise, disrupting the sleep and mental health of current residents. Additional vehicle exhaust will also undermine the health of current residents.
2. There is no need for commercial development on these lots. There is plenty of unused space in Norman that is already designated for commercial development. The city should first fill in this unused space before tearing down existing homes to make space for more businesses. At last year's planning commission meeting the attorney for the developers suggested that this new development would attract new businesses to Lindsey Street. There is no evidence that this would occur in Norman. Attorneys should be discouraged from making such statements without evidence that is specific to Norman. The city needs to invest in revitalizing and building up existing commercial districts rather than rezoning residential neighborhoods.
3. This new development will generate large volumes of additional storm water in Imhoff Creek. Although city regulations require new developments to not increase rates of flow, volume of flow will increase. Imhoff Creek is already extremely stressed due to development in the watershed, as evidenced by the recent closure of the Imhoff Road bridge – a problem that will cost close to \$1 million to repair. A sixty car parking lot will place great stress on the city's stormwater system, leading to more expenses that must be covered by Norman residents.

August 26, 2021

Protest Letter

Item 4.

TO: City of Norman Department of Planning and Community Development

FORMER CASE NUMBER: PD21-23

APPLICANT: Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C.

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 an office and commercial business complex 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 commercial building with 60 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 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 building with 60 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 houses 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 strip mall with 6 businesses and 60 parking spots on that corner? The applicant is assuming that it will be approved for this re-zoning. Why else would 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.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/30/21 - RW

4. We do not want a parking lot with 60 cars, the automobile exhaust, with noise and light pollution Item 4.
backyards. We already have problems with transients coming off of Berry Rd., going through the properties without permission, and cutting through our back yards to come over to Carey Dr. This will increase if that becomes a commercial development with a parking lot and dumpsters by our properties.

5. The decision is actually a simple one: Does the planning commission want to see those two houses removed so that it becomes a further extension east of the Lindsey St. commercial zone? Or do you want those two properties to remain an extension of the residential properties extending down Berry Rd. to Lindsey St.? Placing another commercial development near our houses will decrease their resale values and adversely affect all the houses located on Berry Rd.

6. On a positive note, the applicant should withdraw the application for this commercial development on Berry Rd. by our neighborhood. The two houses could be improved and increase the value of our adjacent homes. Then the applicant would be showing us that they want to be happy and good neighbors to all of us. This would be the best outcome for everyone.

Please hear the concerns of neighbors like us, **reject this re-zoning application.**

Sincerely,

David and Kathy Nehrenz

davenehrenz@aol.com

405-306-8464

David Nehrenz
Kathy Nehrenz

P.S. Here are photos of the back-sides of the Carey Dr. and Berry Rd properties.



June 21, 2021

TO: City of Norman Department of Planning and Community Development

CASE NUMBER: PD21-23

APPLICANT: Sooner Traditions, L.L.C.

Location: 1027 and 1035 S. Berry Rd.

Ward: 4

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-22-21

FROM INTERESTED NEIGHBORS:

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 R-1 to SPUD, so that an office and commercial business complex 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 commercial building with 60 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 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 building with 60 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 and is actually being considered by the city.
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 houses 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 strip mall with 6 businesses and 60 parking spots on that corner? The applicant is assuming that it will be approved for this re-zoning. Why else would 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!
4. We do not want a parking lot with 60 cars, the automobile exhaust, with noise and light pollution in our backyards. We already have problems with transients coming off of Berry Rd., going through the properties without permission, and cutting through our back yards to come over to Carey Dr. This will increase if that becomes a commercial development with a parking lot and dumpsters by our properties.

5. The decision is actually a simple one: Does the planning commission want to see those two houses removed so that it becomes a further extension east of the Lindsey St. commercial zone? Or do you want those two properties to remain an extension of the residential properties extending down Berry Rd. to Lindsey St.?

6. On a positive note, the applicant should withdraw the application for this commercial development on Berry Rd. by our neighborhood. The two houses could be improved and increase the value of our adjacent homes. Then the applicant would be showing us that they want to be happy and good neighbors to all of us. This would be the best outcome for everyone.

Please hear the concerns of neighbors like us, reject this re-zoning application.

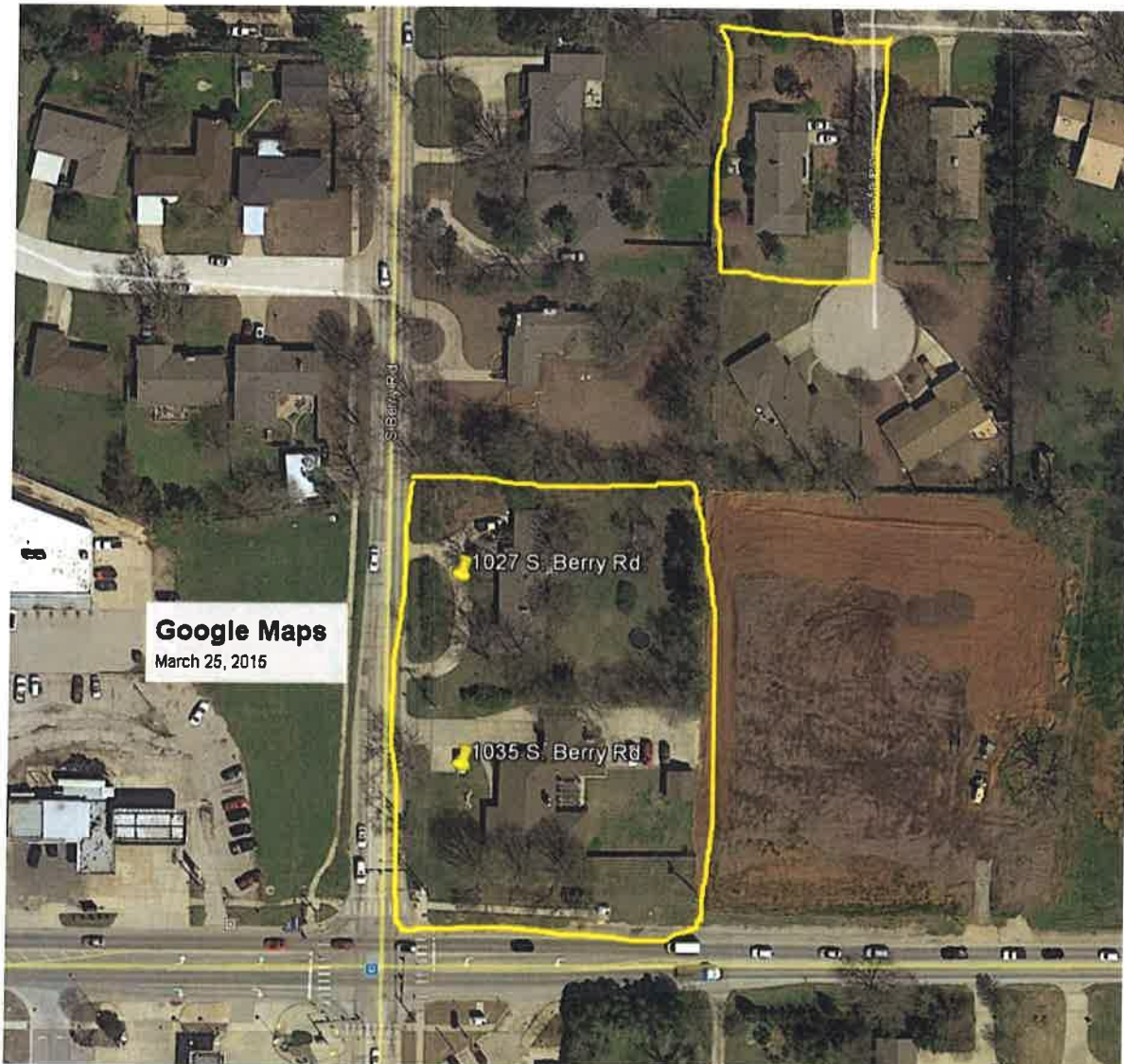
Sincerely,

David and Kathy Nehrenz

davenehrenz@aol.com

405-306-8464

P.S. Here are photos of the back-sides of the Carey Dr. and Berry Rd properties.





September 1, 2021 - Protest Letter

Item 4.

TO:

City of Norman Department of Planning and Community Development

FORMER CASE NUMBER: PD21-23

APPLICANT: Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C.

Location: 1027 and 1035 South Berry Road

Ward: 4

FROM:

Michelle Nehrenz

906 Carey Drive

Norman, OK 73069

I am writing in regards to the letter I received about the rezoning request for the properties at 1027 and 1035 South Berry Road. The property I reside in is in Ward 4 within the 350-foot boundary of those locations. I am adamantly **opposed** to the applicant's request that these properties should be rezoned from CO/R-1 to SPUD and Commercial Designation.

My house is at 906 Carey Drive, which comes right to the corner of the 1035 South Berry Road property. The house next door to me, 902 Carey Drive, is where my parents reside and the house where I grew up. Carey Drive is a wonderful, quiet, clean street that any family in Norman would be proud to live on. I know how fortunate I am to live in a neighborhood where we take care of each other and genuinely enjoy life. The request to rezone the properties that back up to this spectacular street will ruin that atmosphere. The proposed plan for a commercial development with parking spaces that back up to my house and encroach on our residential neighborhood should be rejected.

I am opposed to this rezoning request because of the following:

1. The traffic at Lindsey and Berry Road is already a nightmare. On a daily basis the stoplights are packed and with college students back in full force the cars back up for blocks. This intersection is completely unique. There is no other intersection in Norman which leads into the university taking the road from 4 lanes down to 2 with turn lanes and a bike lane in the mix. A traffic study **of this specific intersection** needs to be conducted as adding a commercial space with ingress and egress on both Lindsey and Berry will drastically impact the already congested traffic. The increased traffic at this intersection will ruin the residential feel of the surrounding neighborhoods and make it difficult for us to get in and out of our own driveways and streets. I'm very concerned that this request to rezone has been made without due diligence and consideration for how it will affect our streets.
2. The commercial lighting which would be installed will completely ruin the atmosphere of the houses around it. My property line backs up to the property which would contain the lighting and parking for the proposed plan. I do not want my entire back yard being illuminated by bright lights spilling over from the parking lot. A light-pollution and environmental study also needs to be conducted for this area to determine how much spillover the proposed lighting solution would have.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/3/21 - EW

3. We do not need more commercial real estate space in Norman. There are countless vacant buildings in this town where businesses could reside. Adding more commercial space that will end up sitting empty and eventually deteriorate is irresponsible, pointless, and not warranted at this intersection. This has always been a residential area and that is how it should remain.
4. Allowing this proposed project near our homes will decrease their resale values and negatively affect all surrounding properties. No one wants to live next to a commercial building with the smell of dumpsters in the parking lot, car exhaust from people coming and going, and trash blowing into their yards.

The representatives of the applicant have stated in previous city meetings that they want to better the Norman community, but trying to place a commercial development at this intersection does exactly the opposite. It does nothing to support our neighborhood and causes more problems that we, the actual residents of the area, will have to deal with on a daily basis.

Please listen to our concerns. This directly affects our lives and I ask that you **reject the rezoning application.**

Sincerely,

Michelle Nehrenz
michellenehrenz@gmail.com
405-570-7188



Gabrielle Mandeville
905 Carey Drive
Norman, OK 73069

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

August 30, 2021

Re: Case PD20-10 / O-1920-58 & R-1920-115
Re-zoning from R-1 to SPUD

It is incredible that we have to object to this request once again. This neighborhood's unified protest last year appears to have been ignored by the City and an apparently influential developer is able to yet make another attempt to encroach our purely residential neighborhood, requesting re-zoning to establish a strip-mall – practically in my and my neighbors backyard.

This is simply outrageous.

I strongly protest this request, as it is based on greed and certainly not need. There are many other properties available. That particular part of Berry Road/Lindsey has a traffic congestion problem already, because the City of Norman failed to establish a right-turn lane from Berry unto Lindsey Street when that street was “improved”. That oversight not only created a serious traffic jam at peak hours, but it is virtually impossible for an emergency vehicle to turn from Berry unto Lindsey Street (heading South from Berry) now. A strip-mall would make any emergency approach impossible in that area.

There are serious security, sanitary and noise issues to be addressed as well. My house is within 200 feet of those properties requested for re-zoning. I hope the City of Norman shows that they care about their citizens in this neighborhood and understands our concerns and uses common sense in their decision.



FILED IN THE OFFICE
OF THE CITY CLERK
ON 8-31-21

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

Re: PD21-23

Dear Planning Commission:

I have read the Notice for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 18 August, 2021 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, Cynthia Brnx Mills (printed name)

Own or reside at the property located

1119 W. Brooks

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/2/21-RW

Am (check the one that applies)

____ Approve of the rezoning

Oppose the rezoning

____ Do not have an opinion about the rezoning

-Please do not! My house is at the end of Carey Dr. and I can see the cars go by on Lindsey Please no more!!!

Sincerely,

Cynthia Brnx Mills (signature)

8/30/21 (date)

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

Re: PD21-23

Dear Planning Commission:

I have read the Notice for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 18 August, 2021 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, Delbert L. Mills (printed name)

Own or reside at the property located

1119 W Brook St
Norman, OK
73069

Am (check the one that applies)

Approve of the rezoning

Oppose the rezoning

Do not have an opinion about the rezoning

FILED IN THE OFFICE
OF THE CITY CLERK,
ON 9/2/21-FW

Sincerely,

Delbert L. Mills (signature)

8-30-2021 (date)

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

Re: PD21-23

Dear Planning Commission:

I have read the Notice for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 18 August, 2021 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, GARY KRUK (printed name)

Own or reside at the property located

816 CAREY Dr.
NORMAN, OK, 73069

Am (check the one that applies)

Approve of the rezoning

Oppose the rezoning STRONGLY OPPOSE! Please don't allow this to happen to our neighborhood.

Do not have an opinion about the rezoning

Sincerely,

Gary Kruk (signature)

August 30, 2021 (date)

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/2/21-LW

MICAH ALCORN, CCIM

906 Carey Drive
Norman, OK 73069
mail@micahalcorn.com
405.818.2257

August 28, 2021

City of Norman
City Clerk
P.O. Box 370
201 West Gray
Norman, OK 73070

Re: Cases No. O-1920-58 & R-1920-115

To Whom It May Concern:

Please accept this letter as my protest in the matter of the Norman 2025 Land Use and Transportation Plan Amendment and Rezoning request by Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C. in regard to the properties commonly known as 1027 S. Berry and 1035 S. Berry as described in the letter from the Norman Planning Commission dated August 18, 2021. The subject property touches my property at the subject's northeast corner and I do not support an encroachment of commercial uses further into an established residential neighborhood. I would encourage members of the Planning Commission and City Council to vote to deny the request.

Sincerely,



Micah Alcorn

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/2/21

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

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

FILED IN THE OFFICE
 OF THE CITY CLERK
 ON 9/3/21 - RW

RE: 1027 and 1035 South Berry Road

Dear Commissioners,

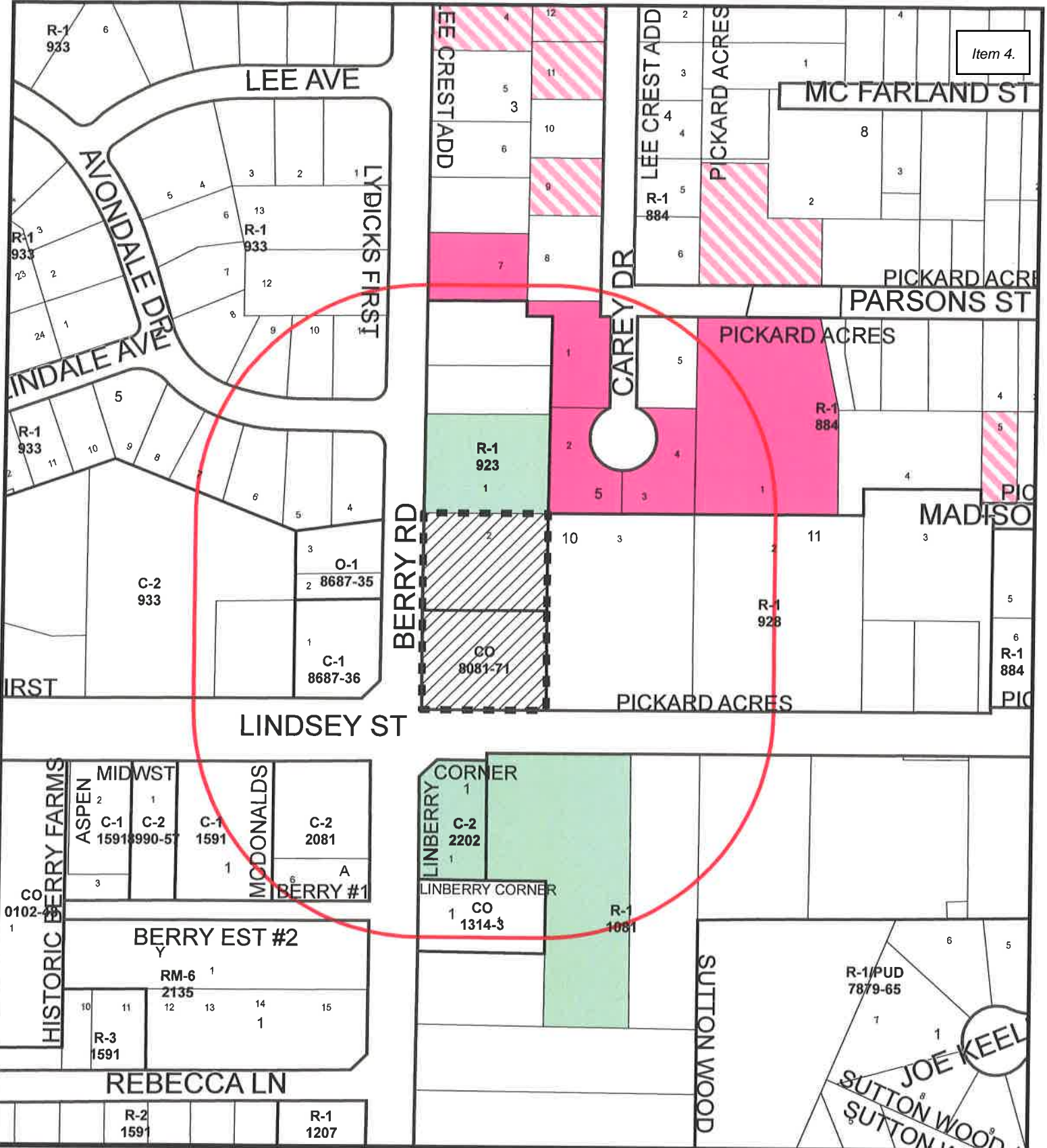
We are once again protesting the Sooner Traditions proposal to change the zoning from R-1/C0 to commercial for the subject parcels at the northeast corner of Berry Road and Lindsay.

- Berry Road north of Lindsay is essentially a residential street: narrow, two-lane, single family houses, nice trees, with deteriorating sidewalk on only the west side of Berry. At night the area is poorly lit.
- Proximity to the university and west Lindsay commerce results in frequent bicycle, skateboard, scooter and pedestrian traffic on Berry at all hours of the day and night.
- Southbound traffic on Berry already backs up to Lee daily during lunch and evening commutes. In the 20 years we have lived here, we have seen it back up to Brooks, especially when students are in town. Adding a commercial center requiring left turn from southbound Berry will likely increase traffic backups throughout the day, beyond just the current high traffic times.
- To accommodate the additional traffic entering and exiting a commercial property, the Lindsay/Berry intersection could be widened. Who will pay for that? And is that even the answer? Seems like a “build it and they will come” ... a nice wide, modern intersection that eases traffic flow would of course increase traffic ... which will only make things worse farther north on Berry, which — like the area just north of Lindsay — is residential, narrow two lane, lots of pedestrian/bicycle/scooter traffic, with a deteriorating sidewalk on only the west side until north of the Berry/Brooks intersection.
- There is plenty of unoccupied and empty commercial space in the area. Assuming there is an actual legitimate business



UPDATED PROTESTS & SUPPORTS
As of October 14, 2021
Map & Letters

Sooner Traditions, L.L.C. & Hunter Miller Family, L.L.C.
2025 Amendment & Rezoning from R-1 and CO to SPUD
1027 & 1035 S. Berry Road



Protest & Support Map





12.5% Protest Within Notification Area
 17.8% Support 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

-  Subject Tract
-  Notification Area
-  Protest
-  Support

October 14, 2021

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

From: Nathalie Rocher and Solon Clinton
903 Carey Drive,
Norman, OK 73069
October 12th, 2021

Dear Planning Commission,

My husband and I own a home at 903 Carey Drive, which is located within the 350 feet radius of the two properties that are being considered for re-zoning at the corner of Berry Road and Lindsey Street.

We **oppose the proposed re-zoning of these two properties** because we believe that the proposed changes would impact our neighborhood and Norman in the following negative ways:

- Norman is already full of half-empty strip malls that do not cater to the local residents. This project misses an opportunity for a locally owned business to create a carefully and thoughtfully designed plan that nearby residents would cherish.
- An increase in light and noise pollution due to a busy commercial property adjacent to multiple residential lots.
- An impact from the water run-off as the property would become mostly paved.
- A large increase in the vehicular traffic coming and going from this property will cause an already chaotic intersection to become far less safe for cars, bikes, and pedestrians. This intersection regularly backs up in all directions and the small size of the parcel will not allow the entrances to the property to be far enough from the Berry/Lindsey corner to avoid causing major issues.
- A decrease in pedestrian safety along both Lindsey St and Berry Rd due to the number of vehicles entering a congested traffic zone.

While the list of negative impacts is significant, the proposed rezoning project does not seem to bring any benefits to the community as a whole, and especially not to the neighborhood. The City of Norman website states that "the Department of Planning & Community Development at the City of Norman nurtures the growth of the City and aims to improve the health, safety, and welfare of the citizens." In our judgement, the proposed zoning changes would in no way improve the health, safety or welfare of the citizens of Norman, and would have serious negative impacts on the neighborhood.

We hope that you will take our concerns into consideration, and we thank you for your time.

Kind regards,
Nathalie Rocher, PhD and Solon Clinton



FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/13/21 - RW

October 2021

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

10/5/2021

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: Ron LaSpisa

I live at: 2811 Walnut Rd

Norman 73072

Signed: RJ LaSpisa

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/7/21-LW

Sept 30, 2021

Dear Planning Commissioners,

I am AGAINST the rezoning of the property located a 1027 South Berry Road. I live at 808 Carey Drive (Carey Drive is a cul-de-sac within the impacted area.) Please realize the developer bought property in this area with full knowledge at time of purchase it could only be used for R1 and CO.

Zoning is a contractual agreement between a city and its residents. We homeowners, bought and maintain our houses in this stable high-end R-1 neighborhood, next to other R-1 families. I am asking the Planning Commission to continue to honor their part in Norman's R-1 zoning agreement.

You are being asked to vote for? What business? I'm sure you will be shown some pretty architectural drawings; however, I would like you to picture those pretty plans on the vacant property catty corner across the street - property which is already zoned commercial. Lindsey Street has many vacant commercially zoned properties within this market area; and if the developer has development money then why isn't it being used in an already commercially zoned area? Your vote comes down to simply being asked to add another vacant commercial building because this is a speculative developer. This development will only add to the commercial vacancy problem in Norman.

There are several other important reasons to vote No.

Emergency Services: Consider the direct impact it would have to emergency services. Berry Road in this area is only a two-lane road. This traffic safety corridor serves a very large residential area in Norman. This development would slow and constrict emergency services along the Berry Road safety corridor; and restrict traffic along Lindsey while cars are waiting to turn left.

Support of Existing Businesses: Lindsey Street, is an area which has been clearly defined as commercial with traffic controlled turning medians. The developer wants to circumvent these traffic controls that the City placed on existing businesses. Lindsey Street needs all the help it can get. Lindsey Street is one of four OU "first impression" streets from I-35, and Norman should put it's best foot forward with a vibrant first view when people exit on Lindsey Street.

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ON 10/7/21

Stormwater: Please learn from Penny Hill with the Imhoff bridge washout and the adjoining home auctioned off. This development will add almost an acre of impervious surface, increasing the intensity of stormwater runoff directly into Imhoff Creek. (By the way, Imhoff bridge is being repaired using Covid relief funds because the City of Norman lacked local repair funding)

Back to my plea to please keep this R-1 Neighborhood stable. People do not remodel their homes nor plant gardens near commercial dumpsters.

I'm trusting you as a Planning Commissioner to carefully consider the harmful consequences of this speculative vacant structure for some unknown commercial business in my healthy R-1 neighborhood.

Susan Meyer



808 Carey Drive
Norman, OK 73069

TO: City of Norman Planning Commission

RE: Proposed rezoning of lots on NE Corner of Lindsey and Berry

FROM: Dennis Yarbrow
803 S Berry Rd
Norman, OK 73069

Planning Commission Members:

I am emphatically AGAINST the re-zoning of property for merely greedy purposes. Not just here, but anywhere. Re-zoning of well established neighborhood properties should be reserved for the best interests of the whole community. Not for speculation and profiteering. Not to the detriment of the existing residents and the livability of this area.

When I retired in 2016, my wife and I were discussing where to move and she wanted to return her birth city of Norman, OK to be near her aging family members and her "home town".

We looked around and invested our retirement dollars in property in a well established, stable neighborhood, near her families' homes. We invested more of our retirement savings to make the property more suitable for our needs. We could have bought in a new neighborhood on the fringes of Norman, but chose to rehabilitate a structure in an older neighborhood, thinking we would be insulated from radical changes in land use. We followed Norman's processes, obtained permits, used local contractors, got inspections, etc. We did not ask for special favors or try to circumvent the established zoning and stability of any neighborhood. We now ask that Norman honor its long term commitment to the neighborhood into which we placed our life savings.

This developer chose to purchase a property which had been changed from R-1 to CO for a residential style office. CO use has a low amount of traffic, noise or light pollution, not much different from a normal residence. That change from R-1 to CO was most likely approved because it presented a use fundamentally very little different from just a normal residence. Re-zoning to SPUD radically changes that use: higher traffic; more noise; more intense lighting; extended operational hours. All adjacent to the backyards of long term residents who want a quiet, peaceful neighborhood in which to raise their families and enjoy retirement and quiet evenings.

The developer also purchased an adjacent property zoned R-1, knowing full well how both these were zoned and intended to be used. They speculated that if they hired the right attorney, the properties could be shoved through, re-zoned and they could make a huge profit on their speculation and greed. There is no telling which of the numerous possible uses of a SPUD will go into these spaces, now or in the future, as business ventures come and go and indeed, traditional businesses are shuttered and new previously unimagined of uses emerge in a neighborhood where they previously were not allowed.

The developer did not want to re-invest in the numerous already commercially zoned, vacant properties which line both sides of Lindsey, west of Berry. They want to impose

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ON 10/7/21

their greed-based development into a long established residential neighborhood and disregard both the neighborhood residents and previous Planning Commission votes. They continue to bring this back time and time again with the hopes that the members of the Planning Commission will one day change and then support the re-zoning.

The Planning Commission serves as part of a check and balance system for the benefit of all residents of the City of Norman. Building standards, permitting, licensing, other rules are all part of that same system. It presents a method for a planned, consistent and thoughtful process for bringing Norman and its residents toward a bright future which is inviting for people and businesses alike. Un-checked development is not the way to make people want to move into and stay in Norman. That is a well known fact in all modern cities.

In contrast, actions like this proposed re-zoning, and the accompanying uncertainty it presents, make people want to move out of the core city, which increases traffic and increases the amount of vacant and run-down properties to a point which is detrimental to the citizens and to established businesses. Or, move even farther away into some of the bedroom communities which are near, but not too near. We need to encourage re-investment in established, properly zoned areas, in a planned and consistent method, not shoehorn commercial zones into neighborhoods.

This proposed development will increase traffic in an already congested intersection. The proposal ADDS a left turn entrance off East Lindsey in very close proximity to the traffic control signal which at times will back up traffic into the Lindsey/Berry intersection: Result - Gridlock. It also increases the likelihood of impeding traffic along Berry, making it even more difficult for residents to exit and enter their homes.

Further traffic congestion slows Emergency Response and adds precious minutes to life and property saving efforts on the staff of the Fire Department, the Police Department and Emergency Services.

I implore the Commission to continue to hold to the core values which have long guided Norman as a people-friendly, neighborhood focused community, not give in to Wild West developers and speculators, which can only drive residents away from Norman.

Re-zoning of these properties is WRONG.

It is WRONG for the established neighborhood.

It is WRONG minded to rezone when there are so many vacant commercial properties.

It is WRONG for Norman and the future of this city.

The RIGHT thing would be to re-establish the R-1 designation for the CO property, to protect residents investments and to provide a neighborhood where people want to live, they know their neighbors, raise their families by building attractive, well-maintained, enticing homes which encourage generations to stay and help Norman grow.

~~June 8, 2020~~

Oct 10, 2021

(R)

Planning Commission
Planning and Community Development
201 West Gray Street - Building A
Norman, OK 73069

Dear Planning Commission,

I am opposed to the PD20-10 zoning request for the property located at 1035 and 1027 South Berry Road.

I live near the corner of Berry and Brooks Street and often travel through that congested intersection.

I also own commercial rental property on Main Street and the City should not destabilize R1 residential area and Suburban Office Commercial. This SPUD request hinders the filling of the vacant commercial properties directly across the street and all along Lindsey where there are appropriate traffic controls.

Please deny the PD20-10 request on the corner of Berry and Lindsey.

Thank you,



Roxana Leonard
1202 West Brooks Street
Norman, OK 73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/7/21

TO: City of Norman Planning Commission

RE: Proposed rezoning of lots on NE Corner of Lindsay and Berry

FROM: Konstantinos Karathanasis and
Ekaterini Akarepi
804 Carey Dr.
Norman, OK, 73069

10-08-2021

Dear Planning Commission Members:

We are strongly opposed to the rezoning of the said property from CO/R1 to SPUD.

The quiet, family-oriented character of the little cul-de-sac neighborhood at Carey Drive was the primary reason that attracted us to buy our property on the street. Colleagues and friends at the University of Oklahoma were commenting that this neighborhood is one of the most well kept and charming streets in Central Norman. We are one of six families in Carey with elementary aged children who meet and play in the street with no worries about traffic and strangers coming and going.

We are deeply concerned that the proposed rezoning will drastically alter the residential character of our neighborhood and have a dramatically negative impact on the quality of our lives. Should the proposed rezoning is approved, the value of our property will get a direct hit. In matter of fact, the applicant has already caused harm to the neighborhood by cutting large trees that filtered traffic noise from Lindsey.

Why would we want another strip mall in Norman, in such a close proximity to historic and long-established family neighborhoods, while there are vacant commercial lots on Lindsey and Main? There are no other reasons apart from profiteering. We firmly believe that the Norman Planning Commission should protect the residents of Carey Drive and their quality of life instead of rewarding the blind corporate greed of the applicant.

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OF THE CITY CLERK
ON 10/8/21

Thank you for your consideration and support,

Konstantinos Karathanasis, Ph.D.



Professor of Music Technology & Composition
School of Music, The University of Oklahoma

Ekaterini Akarepi, Ph.D.



Lecturer of World Music
The University of Oklahoma

816 Carey Drive
Norman, OK 73069
October 8, 2021

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

Re: O-2122-15 and R-2122-31
Rezoning from R-1 and CO to SPUD

To whom it may concern:

Six years ago, our neighborhood, just northeast of South Berry Road and Lindsey Street, thwarted an attempt to rezone some residential lots for a strip mall. Before it was all over, most of the big trees on the lots along Lindsey Street were cut down. These trees blocked the view of traffic on Lindsey Street from our neighborhood. Two of the four lots were recently sold to Sooner Traditions who has again applied to rezone these two lots for a strip mall. Our neighborhood is working to stop this rezoning. On Monday, September 14th, 2020 ten large Oak, Pecan and Sweetgum trees on one of the lots subject to the rezoning application were cut down. A few months ago, all the trees on the lot just north of those subject to the rezoning application were removed.

So, I guess this is a form of punishment that is taken out on trees! I think those involved in the rezoning will continue the effort to build a strip mall in a residential area as it seems that money can do whatever it wants. We need to protect our neighborhoods and our TREES!

I have lived on Carey Drive for 33 years. When I moved here I was a young adult with three children and now I am one of the seniors on the block. It is a great place to live because we all know and care about each other. We have block parties in our quiet street and talk to each other outside frequently. I can't imagine how much this would change our street to have a strip mall that close to us. The strip mall would be within 300 feet of our block party site!

The closeness of the commercial development and the increased traffic are major concerns to me. Therefore, I oppose the rezoning.

Sincerely,



Leslie Cornwell

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OF THE CITY CLERK
ON 10/8/21-LW

818 Carey Drive
Norman, OK 73069
October 8, 2021

City of Norman
Planning Department
201 West Gray, Building A
Norman, OK 73069

Re: R-2122-31 and O-2122-15 (Rezoning of properties located at 1027 and 1035 South Berry Road)

Dear Planning Commission:

I am writing this letter of protest to highlight several issues for your consideration during the planning commission meeting of October 14, 2021. Unfortunately, I will be out of town during the meeting and unable to attend.

1. The "traffic study" that was presented in the agenda meeting packet is
 - a. not a true traffic study since it did not address the issues that will arise if the strip mall is in place, and
 - b. is in violation of current City of Norman rules/guidelines for the distance between a commercial driveway and an intersection.

There are other issues with the traffic study as presented. The most notable is that there is not another intersection in Norman designed or operated as the one at the intersection of South Berry Road and West Lindsey Street. The generic traffic counts are meaningless.

2. The letters of "support" for the proposed rezoning are indeed self-serving. Mr. Miller has an interest (direct as in owning the commercial property or indirect through employment of persons owning property) in the support letters. As there are only three in the packet and Mr. Miller has an interest in all three, they deserve careful scrutiny.
3. I moved to Norman in 1981. The neighborhood of which Carey Drive is a part has always been and was initially designated as residential. The subdivision of the lot in question from 100 % R-1 to a 50/50 mix of R-1 and CO was done in 1981 according to the agenda packet. A CO designation is a far cry from a C-1 designation. The driveways at 1027 and 1035 South Berry Road are appropriately spaced by City of Norman standards since they were developed as residential properties.

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ON 10/8/21-LW

4. As you already know, if the two subject properties are rezoned to C-1 the owner can sell them instantly with the C-1 zoning intact. Only the SPUD restrictions will need to be followed. A strip mall by any other name is still a strip mall.
5. The current SPUD is identical to the one presented last year with the exception that the building is now turned around. There is really nothing new. In fact, the "new" layout could be considered worse than the one presented last year (voted down by a 6-1 vote of the planning commission). A summary of a few reasons are as follows.
 - a. The back of the building now faces South Berry Road. The aesthetics of this are obvious. The back of the building will now be located beside the sidewalk and just on the other side of the sidewalk is South Berry Road. How would the Hollywood Shopping Center look if it were turned around and moved up to West Lindsey Street?
 - b. The lighting will now more easily infiltrate the residential area.
 - c. The noise will now more easily infiltrate the residential area.
 - d. The odors will infiltrate the residential area.
 - e. The parking will now be in the front (East) of the building and the noise, odor, lights, and pollution will now be closer to the residential area.
6. The six feet of wooden fence on the North and East side of the proposed strip mall will not make any difference when the issues above are considered.

There are a host of other issues (traffic, pedestrian safety, corporate creep into a neighborhood, etc.) that can be raised and may be raised by others.

In summary, I urge you to vote not to allow the proposed development of this strip mall in a long-standing residential neighborhood.

Thank you for reading.

Sincerely,



John B. Cornwell

October 2021

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OF THE CITY CLERK
ON 10/8/21 - *FW*

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

~~FILED IN THE OFFICE
OF THE CITY CLERK
ON~~

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: *Jolann Oliver*

I live at: *1618 Homeland Av*

Signed: *Jolann Oliver*

We do not need another empty strip mall near or on Lindsey St!

October 2021

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: Linda Lockett

I live at: 910 Elm

Norman, OK 73070

Signed: [Signature]

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/12/21-RW

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

August 30, 2021

Re: Case PD20-10 / O-1920-58 & R-1920-115
Re-zoning from R-1 to SPUD

I protest the re-zoning and development proceedings for the proposed building and parking lot at the Berry and Lindsey intersection.

I am advocating for my neighborhood to remain peaceful and safe for families to flourish. The proposed development is not a good fit for our neighborhood and the last thing Lindsey Street needs is another strip mall.

Thank you for your dedication to the City of Norman, it's a great place.

William Farrell Souza

Name and address:

WILLIAM FARRELL & LAKA SOUZA
873 Carey drive
NORMAN OK
73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/12/21

October 2021

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: William Lockett

I live at: 1720 Cherry Stone

Norman 73072

Signed: Gillian Lockett

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/12/21-RW

October 2021

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

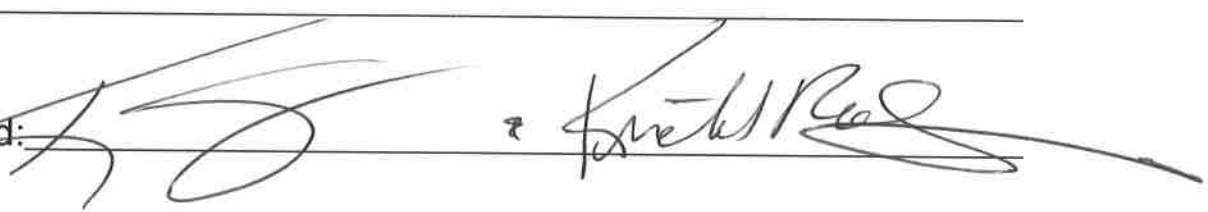
There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: Kevin & Kricket Conroymerley

I live at: 1132 W. Brooks, Norman OK 73069

Signed: 

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/12/21

October 2021

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: Carolyn and Gary Kauley

I live at: 1628 Rosemont Drive
Norman OK 73072

Signed: Carolyn Kauley Gary Kauley

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/12/21

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/12/21

City of Norman
Planning Department
201 West Gray, Building A
Norman, OK 73069

Re: R-2122-31 and O-2122-15 (Rezoning of properties located at 1027 and 1035 South Berry Road)

Dear Planning Commission,

I am writing this letter in protest to the rezoning of the properties at 1027 and 1035 South Berry Road. I have lived in Norman since 1979. My husband and I moved into our home in Pickard Acres on Madison Street 16 years ago so that our daughter would be in a diverse school setting and neighborhood. Since that time, we have adopted 2 more children who are enjoying the diversity of our neighborhood and school and the wonderful things that living close to the university has to offer.



Our property is on the East side of Imhoff Creek, just to the Northeast of the property at Lindsey and Berry.



My concerns with the residential property becoming a strip mall are rooted in safety and environmental issues and are as follows:

- 1) Many of the properties in our neighborhood are along Imhoff Creek. My back drive, which runs along Imhoff Creek from Madison Street to Parsons, along with my detached garage are in a flood plain which was created by the concreting of Imhoff Creek. The concrete ditch is shallow on the North side of the Lindsey Street bridge and deeper and box shaped on the South side of Lindsey causing major flooding at times of torrential downpours in Central Norman. This is already an issue that residents along the creek face with our properties flooding (including basements and garages). Adding more concrete along a poorly developed drainage system for Central Norman will only add to the flood issues that current residents experience.
- 2) Another concern is increased traffic in the creek, especially if the strip mall is East facing and visible to the creek. With increased traffic in the creek comes increased littering and other crimes such as graffiti.
- 3) Increased traffic at the Berry and Lindsey intersection is another big concern for our family and neighbors. Traffic is already congested in the mornings before school and after school at this intersection. My children use the bike path on Lindsey street and my son has almost been hit twice since the beginning of this school year by drivers who are not paying attention when he has the right of way.
- 4) There are public bus stops on both the NE and SE corners of Lindsey and Berry adding to the congestion in this area with buses picking up passengers every 30 minutes. Adding another driveway/entrance to this busy corner will likely cause more issues with auto/pedestrian/biker accidents.



I urge you to vote against the proposed development of this strip mall in our wonderful neighborhood.

Thank you,

Nolita C. Morgan

SWIFT CO

Dear Mayor & City Council,

As a resident of Ward 4 and a developer of projects throughout Norman's Core, I am in support of the proposed rezoning and development for the corner of Berry Road and Lindsey Street. This intersection is the gateway to our city to those visiting The University of Oklahoma. This project will bring new life to this corner that is desperately needed. I also believe the proposed site plan allows for a gentle transition from the busy commercial nature west of the site with the calmer residential aspect to the east of the site.

Sincerely,



Brent Swift

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/14/21 - EW



REVISED TRAFFIC IMPACT ANALYSIS

**Sooner Traditions Development
Lindsey Street and Berry Road
Norman, Oklahoma**

**Prepared for:
Shops at Berry, LLC.
October 2021**

**Prepared by:
Traffic Engineering Consultants, Inc.**



A handwritten signature in blue ink, appearing to read "B.J. Hawkins", written over a horizontal line.

**B.J. Hawkins, P.E., PTOE
Oklahoma P.E. # 25164
CA # 1160**

10 / 4 / 2021

Date



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1.0 INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was retained by Shops at Berry, LLC. to conduct a traffic impact analysis (TIA) for a proposed commercial development to be constructed in Norman, Oklahoma. The study was requested to determine the effects the proposed development would have on the adjacent street system, to review the available access to the development, and to provide recommendations for improvements that may be necessary to accommodate the traffic expected to be generated by the development.

2.0 BACKGROUND

2.1 PROPOSED DEVELOPMENT

The site of the proposed development is located north of Lindsey Street and east of Berry Road as shown in **Figure 1**. The proposed development would be an approximate 10,700 square foot retail strip center. Access to the new development, as shown in **Figure 2**, is proposed via one full-access driveway on Berry Road and one right-in/right-out driveway on Lindsey Street. To properly design the proposed right-in/right-out driveway on Lindsey Street, the developer is willing to relocate the existing bus stop just to the west of its current location. The developer will coordinate with the City of Norman to determine the proper relocation of the bus stop.

2.2 EXISTING ROADWAY NETWORK

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 22,300 vehicles per day (vpd) west of Berry Road and a posted speed limit of 25 mph and carried an approximate ADT of 20,300 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 5,200 vpd south of Lindsey Street.

The intersection of Lindsey Street and Berry Road is a signalized intersection with protected/permissive “flashing yellow arrow” left turn movements on each approach and an eastbound right turn lane with a protected overlap.

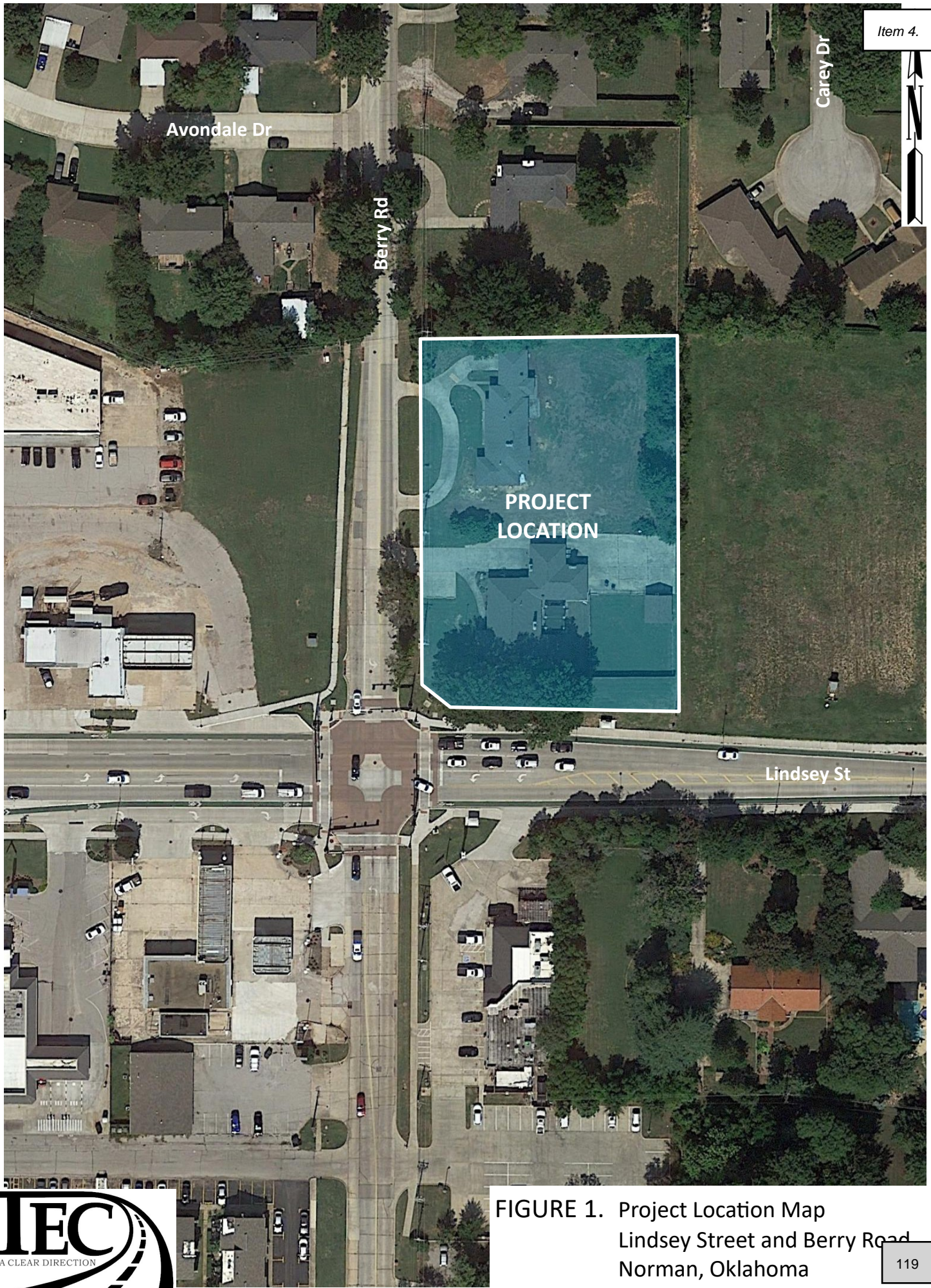


FIGURE 1. Project Location Map
Lindsey Street and Berry Road
Norman, Oklahoma

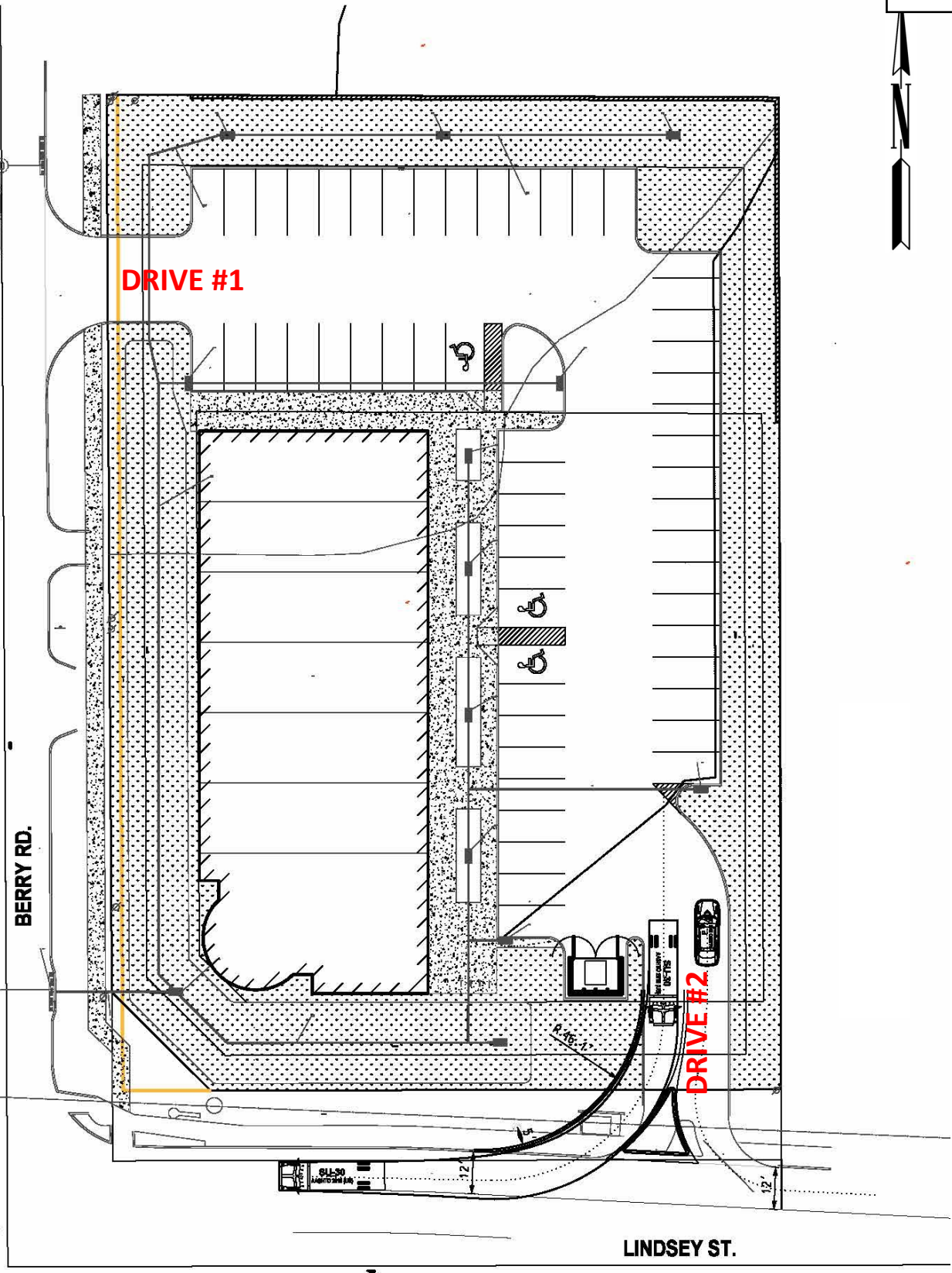


FIGURE 2. Proposed Site Plan



3.0 TRAFFIC DATA

3.1 EXISTING TRAFFIC

Existing traffic volume data was collected adjacent to the proposed development in September of 2021 when school was in session. Twenty-four hour turning movement volumes were collected at the intersection of Lindsey Street and Berry Road which was utilized to determine the peak hour turning movement volumes as well as daily bi-directional traffic volumes on each approach of the intersection. Given the traffic characteristics in the area and the anticipated trip generation for the proposed development, the weekday peak periods would represent a “worst-case scenario” with regards to traffic impact on the surrounding roadway network. If traffic operations are acceptable during these weekday peak hours, it can be reasoned that conditions would be acceptable throughout the remainder of the day and week. The 2021 existing traffic is summarized in **Figure 3** and detailed printouts of all the traffic count data are included in the appendix.

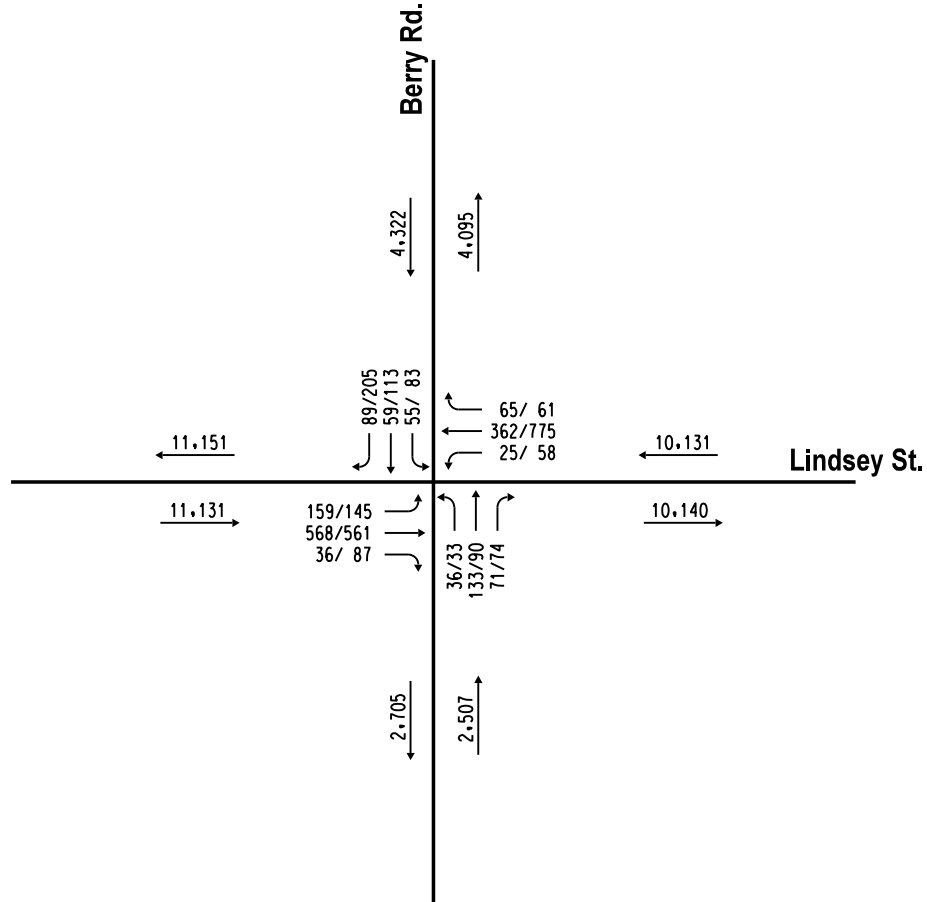
3.2 FUTURE BACKGROUND TRAFFIC

The 2021 existing traffic volumes were utilized to determine the background traffic for 2023. The 2023 year was selected as a future design year the development is estimated to be completed. The background traffic was determined for the 2023 future design year by applying an average annual growth rate of 2.5% to the 2021 existing traffic volumes. The annual growth rate was provided by the City of Norman staff and represents the assumed traffic growth in addition to the projected development traffic. The 2023 future background traffic is summarized in **Figure 4**.

4.0 DEVELOPMENT TRAFFIC

4.1 PROPOSED DEVELOPMENT TRAFFIC

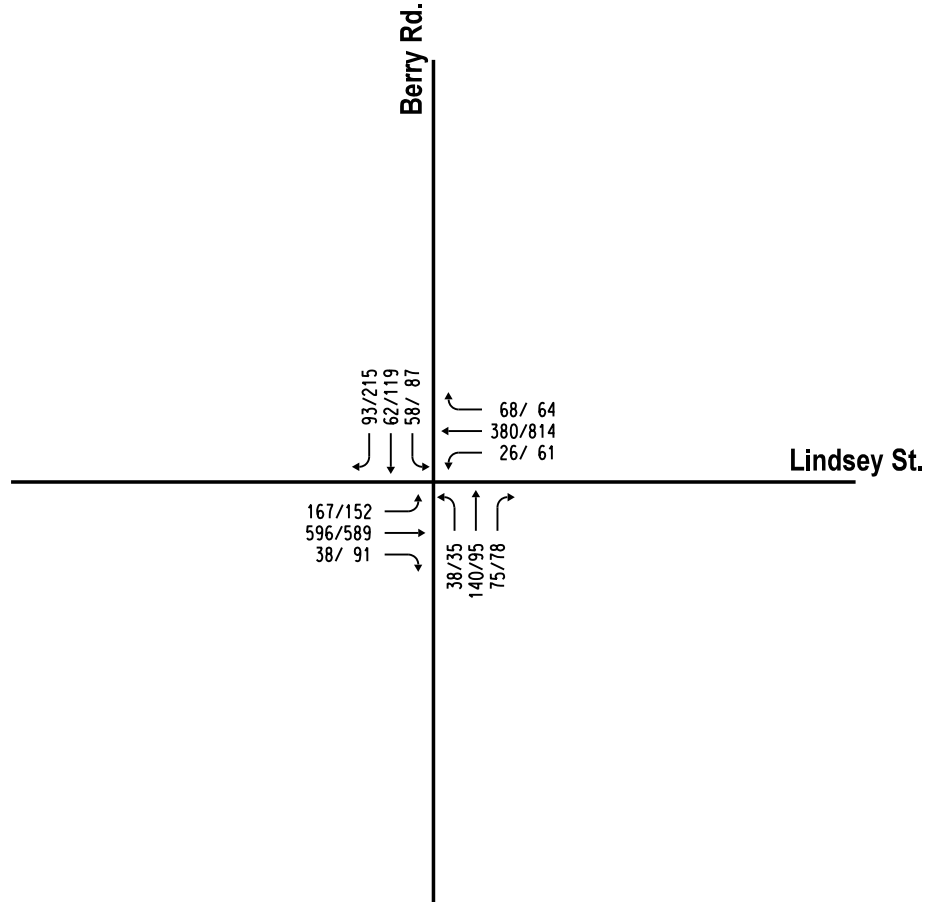
To determine the effects a new development will have on an existing street system, the new or additional traffic must be projected. The latest edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers, was used to determine the amount of traffic the development is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



LEGEND	
xxx/xxx	P.M. PEAK HOUR
xxx/xxx	A.M. PEAK HOUR
xxxx	= 24 HOUR VOL

FIGURE 3. 2021 Existing Traffic





9/14/2021 G:\0\Projects\T-2794A - Study, Sooner Traditions, Lindsey and Berry - Norman, OK\ADV\FIG 4.dgn



LEGEND	
XXX/XXX	P.M. PEAK HOUR
XXX/XXX	A.M. PEAK HOUR

FIGURE 4. 2023 Future Background Traffic

Available information was utilized regarding the anticipated land use to determine the site generated traffic. The *Shopping Center* land use category was selected to determine the trip generation for the proposed development. The exact tenant(s) for the retail strip center is currently unknown. For the purpose of this analysis, the *Shopping Center* land use category was selected to represent the retail property and encompasses a wide variety of land uses including retail, restaurants, office, and more and will appropriately represent any possible retail businesses which may develop on that property. The resulting traffic volumes projected to be generated by the proposed development once fully constructed and occupied are indicated in **Table 1**.

TABLE 1
PROJECTED SITE GENERATED TRAFFIC VOLUMES

Building Type (Land Use)	ITE Land Use Code	Approximate Gross Floor Area or Other	Average Weekday Vehicle Trip Ends			Average AM Peak Hour Directional Distribution		Average AM Peak Hour Directional Volume (vph)		Average PM Peak Hour Directional Distribution		Average PM Peak Hour Directional Volume (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* Shopping Center	820	(sf) 10,700	37.75 404	0.94 10	3.81 41	0.62	0.38	6	4	0.48	0.52	20	21

* Trip Rates from "TRIP GENERATION MANUAL", 10th Ed., Volume 2: Data, Institute of Transportation Engineers.

The proposed development would be expected to generate 404 vehicle trips per day with 6 entering and 4 exiting vehicles during the a.m. peak hour and 20 entering and 21 exiting vehicles during the p.m. peak hour.

4.2 DISTRIBUTION OF PROPOSED DEVELOPMENT TRAFFIC

The traffic expected to be generated by the proposed development was then distributed among the point of access and surrounding roadway network for the a.m. and p.m. peak hours. The distribution of the proposed development traffic was based on anticipated usage of the site and traffic patterns in the area which were obtained from the traffic data that was collected for this study. The directional distribution of the site generated traffic for the adjacent future development is expected to be:

- 39% to/from Lindsey Street west of the development
- 35% to/from Lindsey Street east of the development
- 16% to/from Berry Road north of the development
- 11% to/from Berry Road south of the development

The traffic expected to be generated from the proposed development is summarized in **Figure 5**.

4.3 PROJECTED COMBINED TRAFFIC

The proposed development traffic was then added to the future background traffic for the 2023 design year. The 2023 projected combined traffic (2023 future background traffic + proposed development traffic) for each access point to the proposed development as well as the surrounding roadway network are summarized in **Figure 6**.

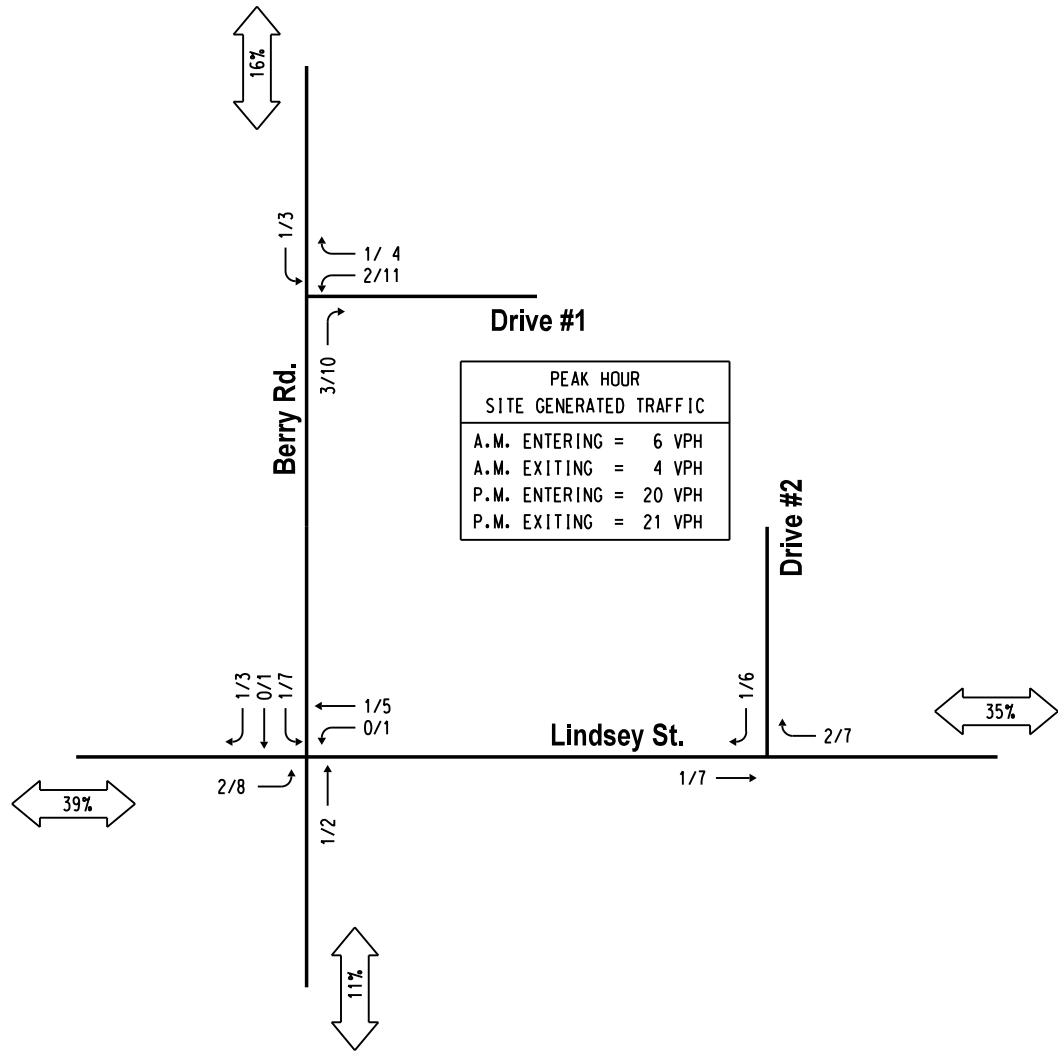
5.0 CAPACITY ANALYSIS

5.1 METHODOLOGY

The capacity analyses were conducted using *Synchro 11*, which is a software package for modeling and optimizing traffic signal timings at signalized intersections and analyzing unsignalized intersections in accordance with the methodology of the latest edition of the *Highway Capacity Manual*. The *Highway Capacity Manual* is published by the Transportation Research Board of the National Research Council, Washington, D.C. The information has been widely accepted throughout the U.S. as a guide for defining and solving transportation challenges. The information is approved and distributed by the U.S. Department of Transportation, Federal Highway Administration.

The capacity analysis provides a measure of the amount of traffic that a given facility can accommodate. Traffic facilities generally operate poorly at or near capacity. The analysis is intended to estimate the maximum amount of traffic that can be accommodated by a facility while maintaining prescribed operational qualities. The definition of operational criteria is accomplished using levels-of-service. The concept of levels-of-service is defined as a qualitative measure and describes operational conditions in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. Six levels-of-service are defined for each type of facility for which analysis procedures are available. They are given letter designations, from “A” to “F”, with level-of-service “A” representing the best operating conditions and level-of-service “F” the worst.

The average control delay for signalized intersections is estimated for each lane group and aggregated for each approach and for the intersection as a whole. The level-of-service for this type of traffic control is

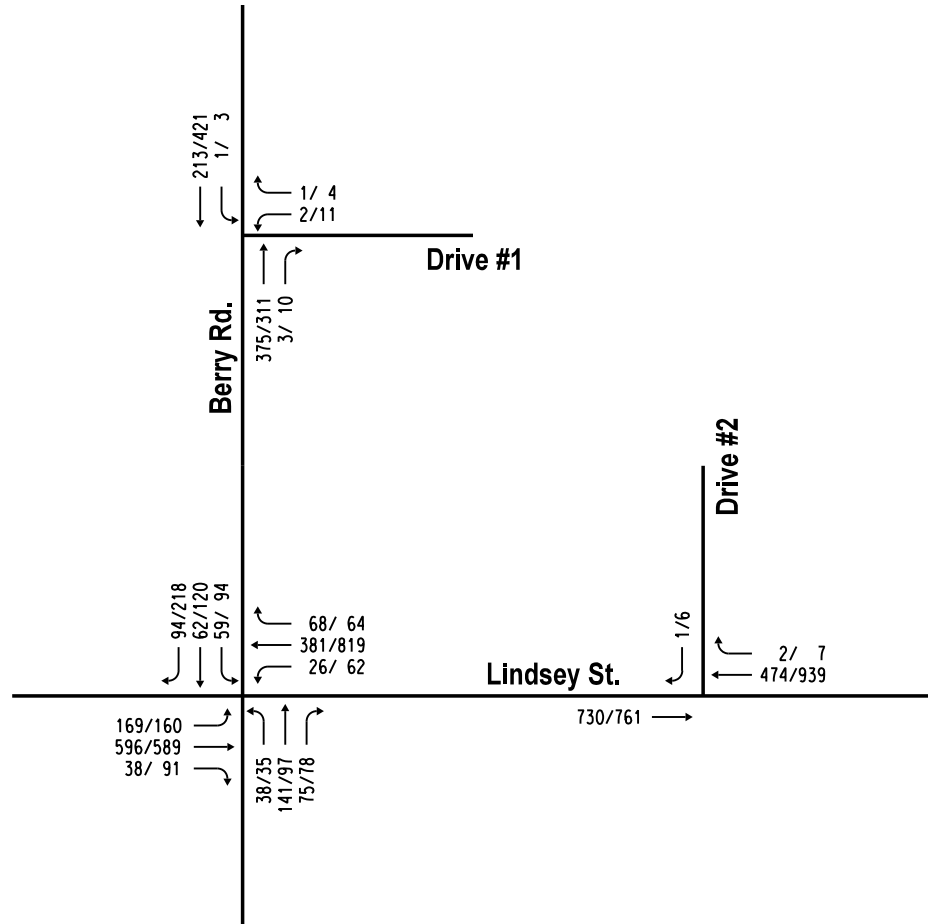


9/04/2021 G:\0\Projects\T-2794A - Study, Sooner Traditions, Lindsey and Berry - Norman, OK\04\FIG 5.dgn



LEGEND	
XXX/XXX	P.M. PEAK HOUR
XXX/XXX	A.M. PEAK HOUR

FIGURE 5. Proposed Development Traffic



9/4/2021 G:\0\Projects\T-2794A - Study, Sooner Traditions, Lindsey and Berry - Norman, OK\CAD\FIG 6.dgn



LEGEND	
XXX/XXX	P.M. PEAK HOUR
XXX/XXX	A.M. PEAK HOUR

FIGURE 6. 2023 Projected Combined Traffic

directly related to the control delay value. The criteria for stop controlled or unsignalized intersections have different threshold values than do those for signalized intersections. A higher level of control delay has been determined to be acceptable at a signalized intersection for the same level-of-service. The level-of-service criteria are summarized in **Table 2**. For purposes of this report an overall intersection level-of-service “D” or better and a critical approach (approach with the lowest level-of-service) level-of-service “E” or better was considered an acceptable level-of-service.

TABLE 2
Level-of-Service Criteria

Level of Service	Average Delay (seconds/vehicle)		Traffic Condition
	Unsignalized	Signalized	
A	≤10	≤10	Free Flow
B	> 10 - 15	> 10 - 20	Stable Flow (slight delays)
C	> 15 - 25	> 20 - 35	Stable Flow (acceptable delays)
D	> 25 - 35	> 35 - 55	Approaching Unstable Flow (tolerable delay, occasionally wait through more than one signal cycle before proceeding)
E	> 35 - 50	> 55 - 80	Unstable Flow (intolerable delay)
F	> 50	> 80	Forced Flow (congested and queues fail to clear)

5.2 SCENARIOS

Capacity analyses were conducted for the a.m. and p.m. peak hours at each access point to the proposed development as well as the study intersection of Lindsey Street and Berry Road. The intersections were analyzed and reviewed under the 2021 existing traffic, 2023 future background traffic, and 2023 projected combined traffic. The existing traffic signal timing parameters were obtained from the City of Norman and utilized in the analyses to accurately model existing conditions. The results of the capacity analyses conducted are summarized in **Table 3** and the raw data sheets have been included in the appendix.

TABLE 3
Intersection Capacity Analysis Results

Intersection	Type of Traffic Control	AM Peak Hour					PM Peak Hour				
		Critical Approach		Intersection		Critical Approach		Intersection			
		Approach	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Approach	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
2021 Existing Traffic											
Lindsey Street and Berry Road	Signalized	NB	54.4	E	43.8	D	SB	67.9	E	42.4	D
2023 Future Background Traffic											
Lindsey Street and Berry Road	Signalized	EB	60.8	E	47.7	D	SB	72.9	E	45.8	D
2023 Projected Combined Traffic											
Lindsey Street and Berry Road	Signalized	EB	60.8	E	47.7	D	SB	74.7	E	46.9	D
Berry Road and Drive #1	Unsignalized/WB Stop	WB	12.4	B	0.1	A	WB	14.3	B	0.3	A
Lindsey Street and Drive #2	Unsignalized/SB Stop	SB	11.5	B	0.0	A	SB	17.9	C	0.1	A

5.2.1 2021 EXISTING TRAFFIC

The analyses conducted under the 2021 existing traffic indicated that the critical approach at the intersection of Lindsey Street and Berry Road currently operates at level-of-service “D” during the a.m. peak hour and level-of-service “E” during the p.m. peak hour. The intersection currently operates at an overall level-of-service “D” during the peak hours.

5.2.2 2023 FUTURE BACKGROUND TRAFFIC

Under the 2023 future background traffic, the intersection would be expected to continue operating at acceptable levels-of-service during the peak hours.

5.2.3 2023 PROJECTED COMBINED TRAFFIC

Once the proposed development traffic was added to the 2023 future background traffic, the intersection and each development drive would be expected to operate at acceptable levels-of-service during the peak hours and throughout the remainder of the day and week.

6.0 DRIVEWAY SPACING

In accordance with *“City of Norman Engineering Criteria for Streets, Storm Drainage, Waterlines and Sanitary Sewers”*, July 11, 2006 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

6.1 MINIMUM SPACING

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.

Drive #1 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. Drive #2 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.

6.2 CORNER CLEARANCE

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 Drive #1 on Berry Road is proposed to be constructed approximately 255 feet north of the edge of road of Lindsey Street. The centerline of Drive #2 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.

7.0 QUEUING ANALYSIS

Development Drive #1 is proposed to be located approximately 240 feet north of the southbound stop bar and development Drive #2 is proposed to be located approximately 160 feet east of the westbound stop bar at the intersection of Lindsey Street and Berry Road. The southbound and westbound queue lengths at the intersection of Lindsey Street and Berry Road were evaluated to determine the 95th percentile queue length to determine if the through traffic on Lindsey Street and Berry Road would queue beyond the development driveways. The 95th percentile queue is defined as the queue length of vehicles

which has only a five percent probability of being exceeded during the analysis periods and is commonly used to determine the appropriate storage length for turn lanes. The queuing analyses were conducted in Synchro SimTraffic and the results were based on the average of five sixty-minute traffic models. The results of the queuing analyses have been included in the appendix.

The queuing analysis of the southbound approach indicated the 95th percentile queue length would be 223 feet during the a.m. peak hour and 274 feet during the p.m. peak hour under the 2023 projected combined traffic scenario. Based on the results of the analyses, the southbound movement on Berry Road would not be expected to queue to or beyond Drive #1 except for a brief period during the p.m. peak hour. Drive #1 would not impact traffic operations of the through traffic on Berry Road, but the southbound queuing may increase vehicular delay of left turning vehicles exiting Drive #1 during the p.m. peak hour. The additional vehicular queuing would be contained within the development. There would be no traffic operational issues during the a.m. peak hour or throughout the remainder of the day and week.

The queuing analysis of the westbound approach indicated the 95th percentile queue length would be 156 feet during the a.m. peak hour and 178 feet during the p.m. peak hour. Based on the results of the analyses, the westbound movement on Lindsey Street would not be expected to queue to or beyond Drive #2 except for a brief period during the p.m. peak hour. Drive #2 would not impact traffic operations of the through traffic on Lindsey Street, but the westbound queuing may increase vehicular delay of right turning vehicles exiting Drive #2 during the p.m. peak hour. The additional vehicular queuing would be contained within the development. There would be no traffic operational issues during the a.m. peak hour or throughout the remainder of the day and week.

8.0 CONCLUSIONS

8.1 SUMMARY

TEC was requested to conduct a traffic impact analysis on a proposed commercial development in Norman, Oklahoma. Existing traffic volume data was collected adjacent to the proposed development. The existing traffic was utilized to determine the background traffic for 2023 by applying an average annual growth rate of 2.5% to the 2021 existing traffic volumes. The 2023 design period was selected as

the year the development is projected to be completed. The proposed development traffic was then determined and added to the 2023 future background traffic for conducting the reviews and analyses.

The analyses conducted under the 2021 existing traffic and 2023 future background traffic indicated that the intersection of Lindsey Street and Berry Road currently operates and would be expected to continue operating at acceptable levels-of-service during the a.m. and p.m. peak hours. Once the proposed development traffic was added to the 2023 future background traffic, each study intersection and the development driveway would be expected to continue operating at an acceptable level-of-service during the peak hours and throughout the remainder of the day and week.

8.2 RECOMMENDATIONS

The small amount of traffic projected to be generated by the development would have minimal effects on the surrounding roadway network. The analyses indicate the additional development traffic would not increase vehicle delay during the a.m. peak hour, when retail shops are typically closed, and would only increase vehicle delay by less than two seconds during the p.m. peak hour. Based on the results of the analyses conducted, no traffic control or geometric roadway improvements are necessary as a result of the proposed development for traffic to operate at an acceptable level-of-service through 2023 when the proposed development is estimated to be completed.

APPENDIX

TRAFFIC DATA

Lindsey St. & Berry Rd. - TMC

Wed Sep 1, 2021

Full Length (12 AM-12 AM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Int
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
2021-09-01 12:00AM	2	5	3	0	10	0	13	2	0	15	1	4	3	0	8	5	24	0	0	29	62
12:15AM	2	1	0	0	3	3	21	3	0	27	3	0	2	0	5	2	27	2	0	31	66
12:30AM	2	3	0	0	5	0	17	0	0	17	1	2	0	0	3	2	28	0	0	30	55
12:45AM	0	1	3	0	4	0	12	2	0	14	0	0	1	0	1	5	20	1	0	26	45
Hourly Total	6	10	6	0	22	3	63	7	0	73	5	6	6	0	17	14	99	3	0	116	228
1:00AM	1	2	1	0	4	0	8	0	0	8	0	1	1	0	2	2	10	0	0	12	26
1:15AM	1	0	2	0	3	0	13	1	0	14	0	0	0	0	0	1	13	0	0	14	31
1:30AM	0	0	1	0	1	1	8	0	0	9	0	0	2	0	2	1	12	0	0	13	25
1:45AM	1	3	0	0	4	0	10	0	0	10	1	0	0	0	1	0	5	1	0	6	21
Hourly Total	3	5	4	0	12	1	39	1	0	41	1	1	3	0	5	4	40	1	0	45	103
2:00AM	0	2	3	0	5	0	4	0	0	4	0	1	0	0	1	4	9	0	0	13	23
2:15AM	0	0	2	0	2	0	6	3	0	9	0	0	0	0	0	1	9	1	0	11	22
2:30AM	0	1	3	0	4	0	4	0	0	4	0	0	0	0	0	1	7	0	0	8	16
2:45AM	0	0	2	0	2	0	3	2	0	5	0	0	0	0	0	0	4	2	0	6	13
Hourly Total	0	3	10	0	13	0	17	5	0	22	0	1	0	0	1	6	29	3	0	38	74
3:00AM	0	1	1	0	2	0	7	0	0	7	0	0	0	0	0	1	5	0	0	6	15
3:15AM	1	0	0	0	1	0	9	0	0	9	0	0	1	0	1	0	2	0	0	2	13
3:30AM	0	1	1	0	2	0	4	0	0	4	1	1	0	0	2	0	3	0	0	3	11
3:45AM	0	0	2	0	2	0	3	1	0	4	0	0	0	0	0	1	6	0	0	7	13
Hourly Total	1	2	4	0	7	0	23	1	0	24	1	1	1	0	3	2	16	0	0	18	52
4:00AM	1	0	0	0	1	0	7	0	0	7	0	0	1	0	1	0	5	0	0	5	14
4:15AM	1	0	2	0	3	1	12	0	0	13	0	1	1	0	2	0	10	0	0	10	28
4:30AM	4	0	1	0	5	0	10	0	0	10	0	0	5	0	5	0	9	0	0	9	29
4:45AM	1	1	3	0	5	0	16	2	0	18	0	0	2	0	2	0	7	0	0	7	32
Hourly Total	7	1	6	0	14	1	45	2	0	48	0	1	9	0	10	0	31	0	0	31	103
5:00AM	1	0	1	0	2	0	15	0	0	15	0	0	2	0	2	2	11	1	0	14	33
5:15AM	4	1	0	0	5	0	13	2	0	15	0	2	2	0	4	2	25	0	0	27	51
5:30AM	3	0	3	0	6	0	24	2	0	26	3	3	1	0	7	4	25	0	0	29	68
5:45AM	5	2	5	0	12	0	38	4	0	42	3	2	0	0	5	4	26	1	0	31	90
Hourly Total	13	3	9	0	25	0	90	8	0	98	6	7	5	0	18	12	87	2	0	101	242
6:00AM	3	2	5	0	10	0	32	3	0	35	2	5	4	0	11	6	30	2	0	38	94
6:15AM	3	2	3	0	8	0	44	1	0	45	1	6	5	0	12	2	36	2	0	40	105
6:30AM	5	3	4	0	12	3	67	3	0	73	3	10	0	0	13	5	31	5	0	41	139
6:45AM	9	4	14	0	27	2	75	5	0	82	5	16	2	0	23	16	67	3	0	86	218
Hourly Total	20	11	26	0	57	5	218	12	0	235	11	37	11	0	59	29	164	12	0	205	556
7:00AM	9	3	11	0	23	2	85	13	0	100	11	20	6	0	37	18	65	6	0	89	249
7:15AM	5	14	13	0	32	1	86	10	0	97	6	24	8	0	38	31	73	3	1	108	275
7:30AM	22	11	35	1	69	5	118	18	0	141	12	23	5	0	40	40	115	9	0	164	135

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Item 4.
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
7:45AM	21	14	24	2	61	6	87	16	0	109	9	26	17	0	52	52	152	6	0	210	432
Hourly Total	57	42	83	3	185	14	376	57	0	447	38	93	36	0	167	141	405	24	1	571	1370
8:00AM	10	11	19	1	41	5	119	18	0	142	9	29	21	0	59	32	124	11	0	167	409
8:15AM	11	13	22	1	47	6	74	12	0	92	9	34	11	0	54	33	145	10	0	188	381
8:30AM	13	21	24	0	58	8	82	19	0	109	9	44	22	0	75	42	147	9	0	198	440
8:45AM	29	30	33	0	92	5	91	12	0	108	4	41	13	0	58	32	117	11	0	160	418
Hourly Total	63	75	98	2	238	24	366	61	0	451	31	148	67	0	246	139	533	41	0	713	1648
9:00AM	16	10	30	0	56	3	69	10	0	82	9	25	17	0	51	31	148	7	0	186	375
9:15AM	11	10	26	0	47	3	105	19	0	127	7	19	16	0	42	28	94	4	0	126	342
9:30AM	7	9	27	0	43	6	128	14	0	148	4	12	9	0	25	30	105	7	0	142	358
9:45AM	13	21	30	0	64	6	93	11	0	110	4	18	8	0	30	31	114	10	0	155	359
Hourly Total	47	50	113	0	210	18	395	54	0	467	24	74	50	0	148	120	461	28	0	609	1434
10:00AM	11	9	20	0	40	7	93	18	0	118	5	13	12	0	30	44	116	4	0	164	352
10:15AM	13	9	30	0	52	12	91	14	0	117	8	21	10	0	39	28	106	11	0	145	353
10:30AM	16	23	24	0	63	10	133	19	0	162	5	16	6	0	27	29	97	12	0	138	390
10:45AM	12	17	23	1	53	4	115	14	1	134	6	19	12	0	37	29	96	7	0	132	356
Hourly Total	52	58	97	1	208	33	432	65	1	531	24	69	40	0	133	130	415	34	0	579	1451
11:00AM	22	19	24	1	66	3	101	11	0	115	5	17	10	0	32	24	114	10	0	148	361
11:15AM	10	11	30	0	51	8	106	12	0	126	7	22	12	0	41	39	102	15	0	156	374
11:30AM	19	32	27	0	78	9	148	13	0	170	20	25	7	0	52	35	105	16	0	156	456
11:45AM	19	19	41	1	80	8	145	21	0	174	11	25	10	0	46	41	102	17	0	160	460
Hourly Total	70	81	122	2	275	28	500	57	0	585	43	89	39	0	171	139	423	58	0	620	1651
12:00PM	15	26	54	0	95	10	142	16	0	168	10	21	18	0	49	39	134	19	0	192	504
12:15PM	16	18	37	0	71	9	125	9	0	143	11	18	16	0	45	43	145	21	0	209	468
12:30PM	17	25	40	0	82	14	178	16	0	208	9	21	19	0	49	53	124	24	0	201	540
12:45PM	23	22	40	0	85	11	123	17	0	151	8	20	19	0	47	45	140	18	0	203	486
Hourly Total	71	91	171	0	333	44	568	58	0	670	38	80	72	0	190	180	543	82	0	805	1998
1:00PM	29	22	44	0	95	0	101	13	1	115	7	17	7	0	31	44	140	7	0	191	432
1:15PM	21	17	45	0	83	11	121	23	0	155	8	15	17	0	40	31	109	13	0	153	431
1:30PM	6	27	38	0	71	12	177	19	1	209	13	11	12	0	36	26	110	13	0	149	465
1:45PM	17	17	32	0	66	7	175	19	0	201	7	14	10	0	31	38	128	12	0	178	476
Hourly Total	73	83	159	0	315	30	574	74	2	680	35	57	46	0	138	139	487	45	0	671	1804
2:00PM	14	18	31	1	64	7	113	12	1	133	10	12	8	0	30	26	115	14	0	155	382
2:15PM	18	27	29	0	74	7	126	16	1	150	8	15	11	0	34	44	125	16	0	185	443
2:30PM	18	24	44	0	86	11	150	14	1	176	9	17	13	0	39	43	129	13	0	185	486
2:45PM	19	25	46	0	90	8	179	16	0	203	10	22	16	0	48	30	118	16	0	164	505
Hourly Total	69	94	150	1	314	33	568	58	3	662	37	66	48	0	151	143	487	59	0	689	1816
3:00PM	26	30	49	0	105	15	202	17	1	235	4	13	8	0	25	30	108	9	0	147	512
3:15PM	15	27	36	0	78	13	164	15	0	192	11	19	4	0	34	27	138	12	0	177	481
3:30PM	12	21	44	1	78	14	165	17	0	196	16	26	15	0	57	35	124	16	0	175	506
3:45PM	31	18	30	1	80	11	157	22	0	190	13	30	14	0	57	40	139	16	0	195	522
Hourly Total	84	96	159	2	341	53	688	71	1	813	44	88	41	0	173	132	509	53	0	694	2021
4:00PM	31	37	31	0	99	7	148	18	0	173	5	24	18	0	47	32	132	20	0	184	503
4:15PM	23	37	57	1	118	18	142	8	1	169	4	15	16	0	35	34	130	14	0	178	508
4:30PM	22	26	53	0	101	12	196	18	0	226	11	23	12	0	46	33	140	26	0	199	508

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Item 4.
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
4:45PM	20	28	60	0	108	23	188	13	1	225	9	28	22	0	59	37	136	23	0	196	588
Hourly Total	96	128	201	1	426	60	674	57	2	793	29	90	68	0	187	136	538	83	0	757	2163
5:00PM	23	33	40	3	99	11	200	20	0	231	6	19	24	0	49	43	134	17	0	194	573
5:15PM	18	26	52	0	96	12	191	10	0	213	7	20	16	0	43	32	151	21	0	204	556
5:30PM	27	31	32	1	91	16	191	7	0	214	10	16	15	0	41	31	147	27	0	205	551
5:45PM	9	36	40	0	85	13	166	11	1	191	4	24	20	0	48	38	147	21	0	206	530
Hourly Total	77	126	164	4	371	52	748	48	1	849	27	79	75	0	181	144	579	86	0	809	2210
6:00PM	11	17	40	2	70	23	185	20	0	228	10	16	21	0	47	35	133	27	0	195	540
6:15PM	15	32	34	1	82	10	143	12	0	165	14	17	19	0	50	21	152	23	0	196	493
6:30PM	10	27	25	1	63	10	137	18	0	165	5	9	8	0	22	34	137	20	0	191	441
6:45PM	14	15	34	0	63	7	131	9	0	147	10	20	13	0	43	35	150	18	0	203	456
Hourly Total	50	91	133	4	278	50	596	59	0	705	39	62	61	0	162	125	572	88	0	785	1930
7:00PM	10	21	19	0	50	11	153	8	0	172	6	12	12	0	30	21	136	17	0	174	426
7:15PM	8	14	21	0	43	7	129	4	0	140	7	11	18	0	36	20	149	9	0	178	397
7:30PM	15	21	26	1	63	11	112	5	0	128	7	11	13	0	31	21	118	21	0	160	382
7:45PM	14	20	29	1	64	10	112	8	0	130	10	18	10	0	38	24	105	13	0	142	374
Hourly Total	47	76	95	2	220	39	506	25	0	570	30	52	53	0	135	86	508	60	0	654	1579
8:00PM	13	18	25	0	56	12	116	14	0	142	6	6	13	0	25	30	122	8	0	160	383
8:15PM	12	12	20	0	44	9	122	15	0	146	9	20	13	0	42	16	136	15	0	167	399
8:30PM	13	18	18	0	49	8	105	10	1	124	4	10	4	0	18	24	113	15	0	152	343
8:45PM	8	19	14	0	41	12	107	15	0	134	7	10	7	0	24	19	138	13	0	170	369
Hourly Total	46	67	77	0	190	41	450	54	1	546	26	46	37	0	109	89	509	51	0	649	1494
9:00PM	15	10	16	0	41	10	105	12	0	127	6	10	7	0	23	14	105	10	0	129	320
9:15PM	15	14	19	1	49	11	98	7	0	116	6	4	8	0	18	11	103	7	0	121	304
9:30PM	9	10	12	0	31	5	96	8	0	109	2	4	3	0	9	10	97	10	0	117	266
9:45PM	10	7	15	0	32	2	66	4	0	72	0	3	8	0	11	8	85	6	0	99	214
Hourly Total	49	41	62	1	153	28	365	31	0	424	14	21	26	0	61	43	390	33	0	466	1104
10:00PM	7	7	9	0	23	6	68	5	0	79	0	3	2	0	5	6	72	5	0	83	190
10:15PM	9	3	9	0	21	3	35	3	0	41	2	3	2	0	7	9	81	4	0	94	163
10:30PM	3	1	4	0	8	4	49	5	0	58	2	2	3	0	7	5	70	3	0	78	151
10:45PM	6	1	11	0	18	3	56	7	0	66	0	3	5	0	8	9	55	0	0	64	156
Hourly Total	25	12	33	0	70	16	208	20	0	244	4	11	12	0	27	29	278	12	0	319	660
11:00PM	6	3	2	0	11	5	51	2	0	58	0	1	2	0	3	4	43	0	0	47	119
11:15PM	8	3	4	0	15	1	26	2	0	29	2	1	2	0	5	6	55	0	0	61	110
11:30PM	5	3	3	0	11	3	39	2	0	44	2	0	2	0	4	3	38	5	0	46	105
11:45PM	3	1	4	0	8	1	19	2	0	22	0	1	2	0	3	2	28	3	0	33	66
Hourly Total	22	10	13	0	45	10	135	8	0	153	4	3	8	0	15	15	164	8	0	187	400
Total	1048	1256	1995	23	4322	583	8644	893	11	10131	511	1182	814	0	2507	1997	8267	866	1	11131	28091
% Approach	24.2%	29.1%	46.2%	0.5%	-	5.8%	85.3%	8.8%	0.1%	-	20.4%	47.1%	32.5%	0%	-	17.9%	74.3%	7.8%	0%	-	-
% Total	3.7%	4.5%	7.1%	0.1%	15.4%	2.1%	30.8%	3.2%	0%	36.1%	1.8%	4.2%	2.9%	0%	8.9%	7.1%	29.4%	3.1%	0%	39.6%	-
Lights	1041	1248	1971	23	4283	577	8534	889	11	10011	503	1165	803	0	2471	1969	8152	857	1	10979	27744
% Lights	99.3%	99.4%	98.8%	100%	99.1%	99.0%	98.7%	99.6%	100%	98.8%	98.4%	98.6%	98.6%	0%	98.6%	98.6%	98.6%	99.0%	100%	98.6%	98.8%
Articulated Trucks	0	0	0	0	0	2	18	1	0	21	0	0	2	0	2	2	25	0	0	27	50
% Articulated Trucks	0%	0%	0%	0%	0%	0.3%	0.2%	0.1%	0%	0.2%	0%	0%	0.2%	0%	0.1%	0.1%	0.3%	0%	0%	0.2%	-
Buses and Single-Unit Trucks	7	8	24	0	39	4	92	3	0	99	8	17	9	0	34	26	90	9	0	125	137

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Item 4.
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
% Buses and Single-Unit Trucks	0.7%	0.6%	1.2%	0%	0.9%	0.7%	1.1%	0.3%	0%	1.0%	1.6%	1.4%	1.1%	0%	1.4%	1.3%	1.1%	1.0%	0%	1.1%	1.1%

*L: Left, R: Right, T: Thru, U: U-Turn

Lindsey St. & Berry Rd. - TMC

Wed Sep 1, 2021

Full Length (12 AM-12 AM (+1))

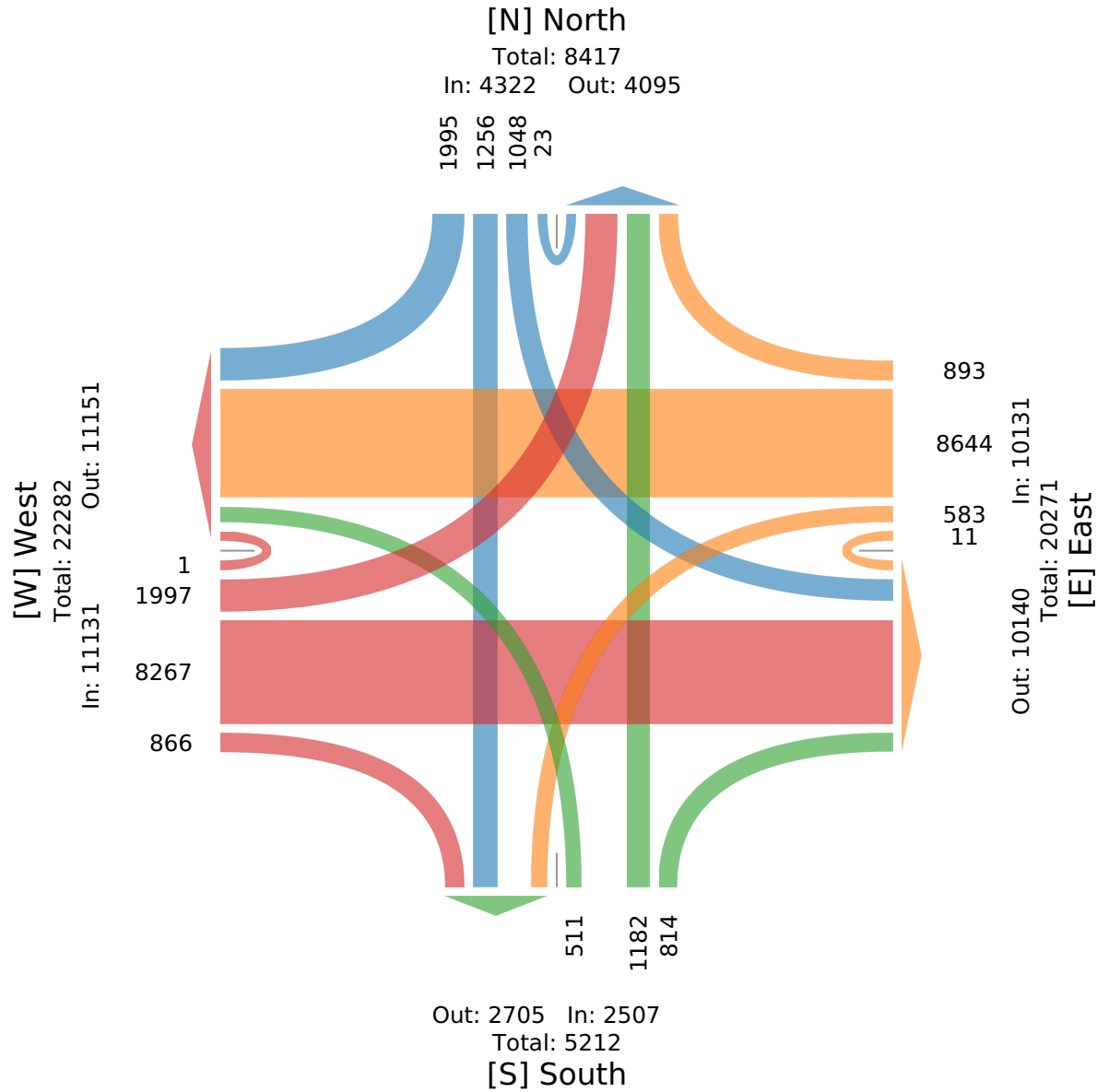
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



Lindsey St. & Berry Rd. - TMC

Wed Sep 1, 2021

AM Peak (7:45 AM - 8:45 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Int
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
2021-09-01 7:45AM	21	14	24	2	61	6	87	16	0	109	9	26	17	0	52	52	152	6	0	210	432
8:00AM	10	11	19	1	41	5	119	18	0	142	9	29	21	0	59	32	124	11	0	167	409
8:15AM	11	13	22	1	47	6	74	12	0	92	9	34	11	0	54	33	145	10	0	188	381
8:30AM	13	21	24	0	58	8	82	19	0	109	9	44	22	0	75	42	147	9	0	198	440
Total	55	59	89	4	207	25	362	65	0	452	36	133	71	0	240	159	568	36	0	763	1662
% Approach	26.6%	28.5%	43.0%	1.9%	-	5.5%	80.1%	14.4%	0%	-	15.0%	55.4%	29.6%	0%	-	20.8%	74.4%	4.7%	0%	-	-
% Total	3.3%	3.5%	5.4%	0.2%	12.5%	1.5%	21.8%	3.9%	0%	27.2%	2.2%	8.0%	4.3%	0%	14.4%	9.6%	34.2%	2.2%	0%	45.9%	-
PHF	0.655	0.702	0.927	0.500	0.848	0.781	0.761	0.855	-	0.796	1.000	0.756	0.807	-	0.800	0.764	0.934	0.818	-	0.908	0.944
Lights	55	59	89	4	207	24	355	64	0	443	36	133	71	0	240	157	553	36	0	746	1636
% Lights	100%	100%	100%	100%	100%	96.0%	98.1%	98.5%	0%	98.0%	100%	100%	100%	0%	100%	98.7%	97.4%	100%	0%	97.8%	98.4%
Articulated Trucks	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	3	0	0	3	4
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0.3%	0%	0%	0.2%	0%	0%	0%	0%	0%	0%	0.5%	0%	0%	0.4%	0.2%
Buses and Single-Unit Trucks	0	0	0	0	0	1	6	1	0	8	0	0	0	0	0	2	12	0	0	14	22
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	4.0%	1.7%	1.5%	0%	1.8%	0%	0%	0%	0%	0%	1.3%	2.1%	0%	0%	1.8%	1.3%

* L: Left, R: Right, T: Thru, U: U-Turn

Lindsey St. & Berry Rd. - TMC

Wed Sep 1, 2021

AM Peak (7:45 AM - 8:45 AM)

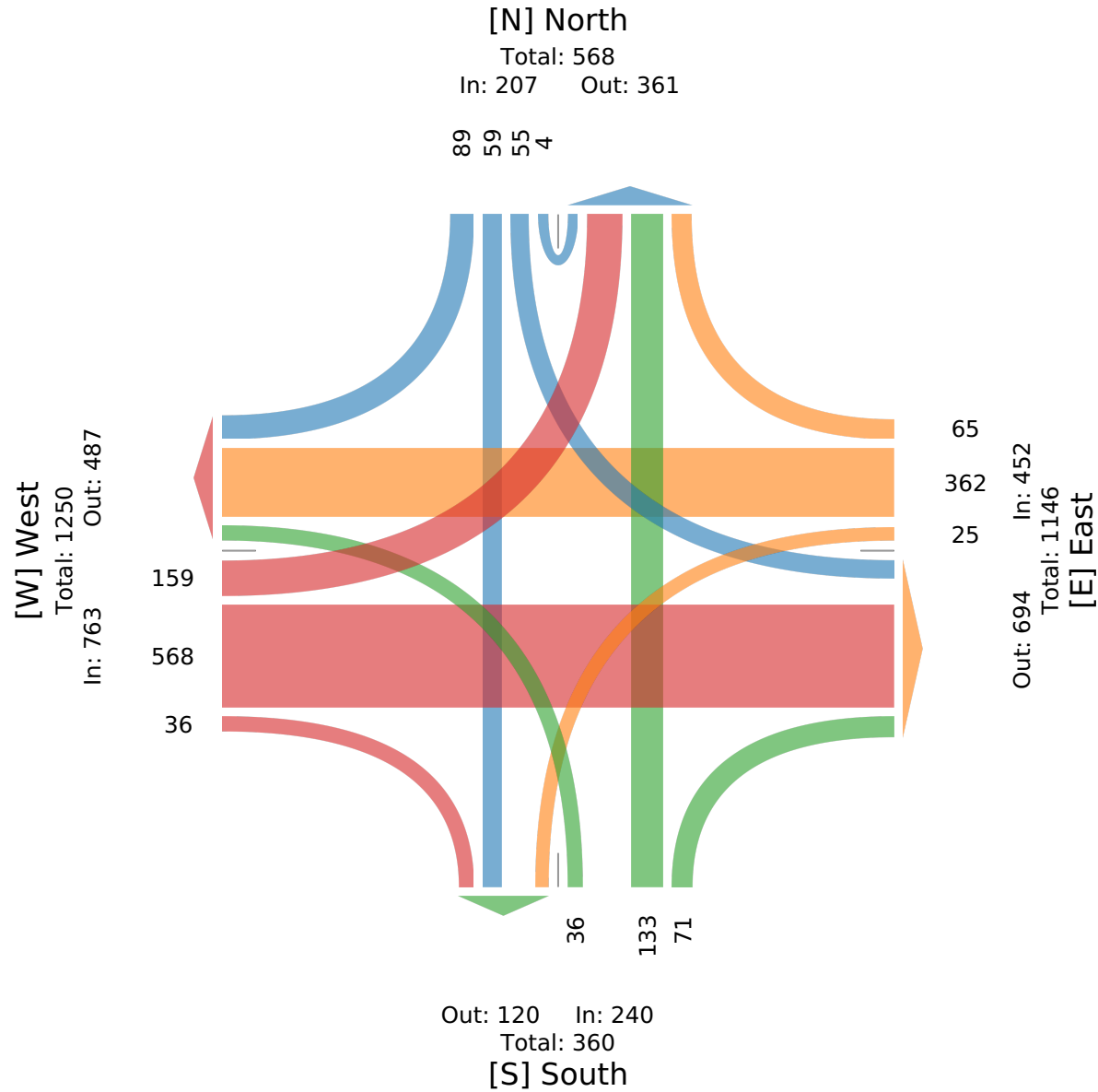
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



Lindsey St. & Berry Rd. - TMC

Wed Sep 1, 2021

Midday Peak (12 PM - 1 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Int
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
2021-09-01 12:00PM	15	26	54	0	95	10	142	16	0	168	10	21	18	0	49	39	134	19	0	192	504
12:15PM	16	18	37	0	71	9	125	9	0	143	11	18	16	0	45	43	145	21	0	209	468
12:30PM	17	25	40	0	82	14	178	16	0	208	9	21	19	0	49	53	124	24	0	201	540
12:45PM	23	22	40	0	85	11	123	17	0	151	8	20	19	0	47	45	140	18	0	203	486
Total	71	91	171	0	333	44	568	58	0	670	38	80	72	0	190	180	543	82	0	805	1998
% Approach	21.3%	27.3%	51.4%	0%	-	6.6%	84.8%	8.7%	0%	-	20.0%	42.1%	37.9%	0%	-	22.4%	67.5%	10.2%	0%	-	-
% Total	3.6%	4.6%	8.6%	0%	16.7%	2.2%	28.4%	2.9%	0%	33.5%	1.9%	4.0%	3.6%	0%	9.5%	9.0%	27.2%	4.1%	0%	40.3%	-
PHF	0.772	0.875	0.792	-	0.876	0.786	0.798	0.853	-	0.805	0.864	0.952	0.947	-	0.969	0.849	0.936	0.854	-	0.963	0.925
Lights	71	90	168	0	329	43	559	58	0	660	37	79	70	0	186	178	536	80	0	794	1969
% Lights	100%	98.9%	98.2%	0%	98.8%	97.7%	98.4%	100%	0%	98.5%	97.4%	98.8%	97.2%	0%	97.9%	98.9%	98.7%	97.6%	0%	98.6%	98.5%
Articulated Trucks	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0.2%	0%	0%	0.1%	0%	0%	0%	0%	0%	0%	0.2%	0%	0%	0.1%	0.1%
Buses and Single-Unit Trucks	0	1	3	0	4	1	8	0	0	9	1	1	2	0	4	2	6	2	0	10	27
% Buses and Single-Unit Trucks	0%	1.1%	1.8%	0%	1.2%	2.3%	1.4%	0%	0%	1.3%	2.6%	1.3%	2.8%	0%	2.1%	1.1%	1.1%	2.4%	0%	1.2%	1.4%

* L: Left, R: Right, T: Thru, U: U-Turn

Lindsey St. & Berry Rd. - TMC

Wed Sep 1, 2021

Midday Peak (12 PM - 1 PM)

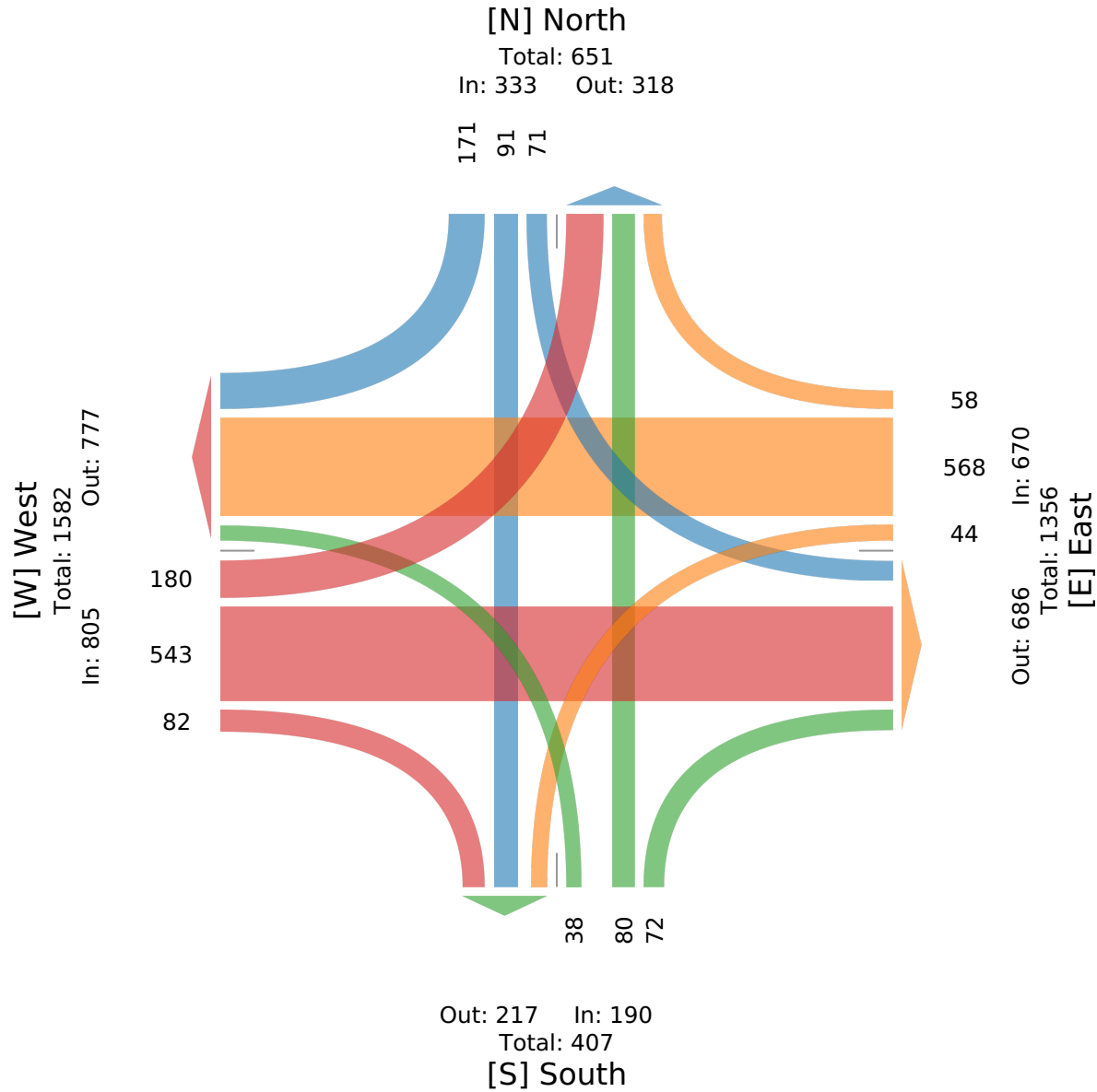
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



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6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



Lindsey St. & Berry Rd. - TMC

Wed Sep 1, 2021

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2021-09-01 4:30PM	22	26	53	0	101	12	196	18	0	226	11	23	12	0	46	33	140	26	0	199	572
4:45PM	20	28	60	0	108	23	188	13	1	225	9	28	22	0	59	37	136	23	0	196	588
5:00PM	23	33	40	3	99	11	200	20	0	231	6	19	24	0	49	43	134	17	0	194	573
5:15PM	18	26	52	0	96	12	191	10	0	213	7	20	16	0	43	32	151	21	0	204	556
Total	83	113	205	3	404	58	775	61	1	895	33	90	74	0	197	145	561	87	0	793	2289
% Approach	20.5%	28.0%	50.7%	0.7%	-	6.5%	86.6%	6.8%	0.1%	-	16.8%	45.7%	37.6%	0%	-	18.3%	70.7%	11.0%	0%	-	-
% Total	3.6%	4.9%	9.0%	0.1%	17.6%	2.5%	33.9%	2.7%	0%	39.1%	1.4%	3.9%	3.2%	0%	8.6%	6.3%	24.5%	3.8%	0%	34.6%	-
PHF	0.902	0.856	0.854	0.250	0.935	0.630	0.969	0.763	0.250	0.969	0.750	0.804	0.771	-	0.835	0.843	0.929	0.837	-	0.972	0.973
Lights	82	113	204	3	402	58	769	61	1	889	33	89	73	0	195	143	555	87	0	785	2271
% Lights	98.8%	100%	99.5%	100%	99.5%	100%	99.2%	100%	100%	99.3%	100%	98.9%	98.6%	0%	99.0%	98.6%	98.9%	100%	0%	99.0%	99.2%
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Buses and Single-Unit Trucks	1	0	1	0	2	0	6	0	0	6	0	1	1	0	2	2	6	0	0	8	18
% Buses and Single-Unit Trucks	1.2%	0%	0.5%	0%	0.5%	0%	0.8%	0%	0%	0.7%	0%	1.1%	1.4%	0%	1.0%	1.4%	1.1%	0%	0%	1.0%	0.8%

* L: Left, R: Right, T: Thru, U: U-Turn

Lindsey St. & Berry Rd. - TMC

Wed Sep 1, 2021

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

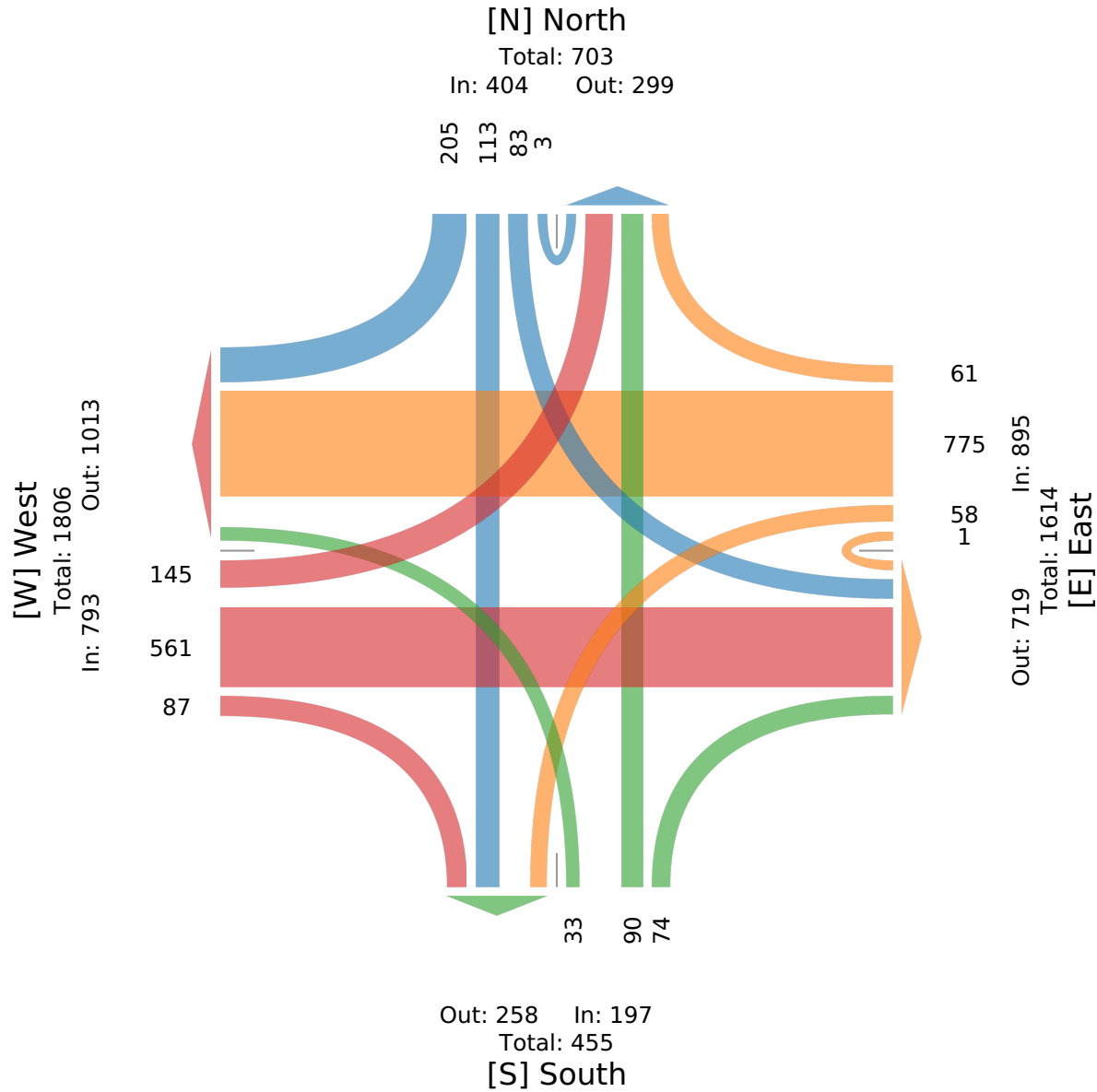
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



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6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



CAPACITY ANALYSIS

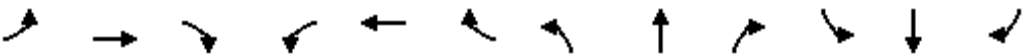


2021 Existing Traffic
A.M. Peak Hour

HCM 6th Signalized Intersection Summary

3: Berry Rd & Lindsey St

09/16/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↕		↖	↗		↖	↗	
Traffic Volume (veh/h)	159	568	36	25	362	65	36	133	71	55	59	89
Future Volume (veh/h)	159	568	36	25	362	65	36	133	71	55	59	89
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	173	617	39	27	393	71	39	145	77	60	64	97
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	334	655	603	452	1425	255	195	169	90	157	104	158
Arrive On Green	0.09	0.35	0.35	0.21	0.47	0.47	0.03	0.15	0.15	0.04	0.16	0.16
Sat Flow, veh/h	1781	1870	1585	1781	3011	539	1781	1150	611	1781	671	1017
Grp Volume(v), veh/h	173	617	39	27	231	233	39	0	222	60	0	161
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1777	1773	1781	0	1760	1781	0	1687
Q Serve(g_s), s	8.9	38.4	0.7	0.0	9.4	9.6	2.2	0.0	14.8	3.4	0.0	10.7
Cycle Q Clear(g_c), s	8.9	38.4	0.7	0.0	9.4	9.6	2.2	0.0	14.8	3.4	0.0	10.7
Prop In Lane	1.00		1.00	1.00		0.30	1.00		0.35	1.00		0.60
Lane Grp Cap(c), veh/h	334	655	603	452	841	840	195	0	258	157	0	262
V/C Ratio(X)	0.52	0.94	0.06	0.06	0.27	0.28	0.20	0.00	0.86	0.38	0.00	0.61
Avail Cap(c_a), veh/h	336	655	603	452	841	840	245	0	440	191	0	422
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	32.5	37.8	7.6	36.7	19.1	19.2	41.9	0.0	50.0	42.1	0.0	47.3
Incr Delay (d2), s/veh	1.1	23.6	0.2	0.0	0.8	0.8	0.4	0.0	6.5	1.1	0.0	1.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.0	21.6	0.4	0.6	4.1	4.2	1.0	0.0	7.0	1.6	0.0	4.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	33.5	61.4	7.8	36.8	19.9	20.0	42.3	0.0	56.5	43.3	0.0	49.0
LnGrp LOS	C	E	A	D	B	B	D	A	E	D	A	D
Approach Vol, veh/h		829			491			261				221
Approach Delay, s/veh		53.1			20.9			54.4				47.5
Approach LOS		D			C			D				D
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	17.9	63.8	12.7	25.6	32.7	49.0	11.6	26.7				
Change Period (Y+Rc), s	7.0	7.0	8.0	8.0	7.0	7.0	8.0	8.0				
Max Green Setting (Gmax), s	11.0	42.0	7.0	30.0	11.0	42.0	7.0	30.0				
Max Q Clear Time (g_c+I1), s	10.9	11.6	5.4	16.8	2.0	40.4	4.2	12.7				
Green Ext Time (p_c), s	0.0	2.6	0.0	0.8	0.0	0.6	0.0	0.7				

Intersection Summary												
HCM 6th Ctrl Delay			43.8									
HCM 6th LOS			D									

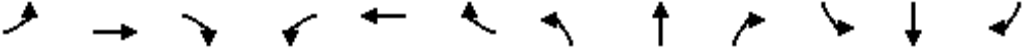


2021 Existing Traffic
P.M. Peak Hour

HCM 6th Signalized Intersection Summary

3: Berry Rd & Lindsey St

09/16/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↕		↖	↗		↖	↗	
Traffic Volume (veh/h)	145	561	87	58	775	61	33	90	74	83	113	205
Future Volume (veh/h)	145	561	87	58	775	61	33	90	74	83	113	205
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	158	610	95	63	842	66	36	98	80	90	123	223
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	215	701	641	325	1448	113	130	187	152	281	131	238
Arrive On Green	0.07	0.38	0.38	0.13	0.43	0.43	0.03	0.20	0.20	0.05	0.22	0.22
Sat Flow, veh/h	1781	1870	1585	1781	3338	262	1781	953	778	1781	596	1080
Grp Volume(v), veh/h	158	610	95	63	448	460	36	0	178	90	0	346
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1777	1823	1781	0	1730	1781	0	1676
Q Serve(g_s), s	7.8	36.3	2.2	0.0	22.9	22.9	1.9	0.0	11.1	4.8	0.0	24.3
Cycle Q Clear(g_c), s	7.8	36.3	2.2	0.0	22.9	22.9	1.9	0.0	11.1	4.8	0.0	24.3
Prop In Lane	1.00		1.00	1.00		0.14	1.00		0.45	1.00		0.64
Lane Grp Cap(c), veh/h	215	701	641	325	771	791	130	0	339	281	0	370
V/C Ratio(X)	0.73	0.87	0.15	0.19	0.58	0.58	0.28	0.00	0.53	0.32	0.00	0.94
Avail Cap(c_a), veh/h	215	701	641	325	771	791	182	0	389	289	0	377
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	32.7	34.8	7.4	43.7	25.7	25.7	38.8	0.0	43.2	36.1	0.0	45.9
Incr Delay (d2), s/veh	11.7	13.9	0.5	0.2	3.2	3.1	0.8	0.0	0.9	0.5	0.0	30.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.0	18.9	1.2	1.7	10.4	10.6	0.9	0.0	4.8	2.1	0.0	13.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	44.4	48.6	7.9	43.9	28.9	28.8	39.6	0.0	44.2	36.6	0.0	76.0
LnGrp LOS	D	D	A	D	C	C	D	A	D	D	A	E
Approach Vol, veh/h		863			971			214				436
Approach Delay, s/veh		43.4			29.9			43.4				67.9
Approach LOS		D			C			D				E
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	15.0	59.0	14.5	31.5	22.0	52.0	11.5	34.5				
Change Period (Y+Rc), s	7.0	7.0	8.0	8.0	7.0	7.0	8.0	8.0				
Max Green Setting (Gmax), s	8.0	48.0	7.0	27.0	11.0	45.0	7.0	27.0				
Max Q Clear Time (g_c+I1), s	9.8	24.9	6.8	13.1	2.0	38.3	3.9	26.3				
Green Ext Time (p_c), s	0.0	5.4	0.0	0.7	0.1	2.1	0.0	0.1				

Intersection Summary												
HCM 6th Ctrl Delay			42.4									
HCM 6th LOS			D									

Volumes

09/16/2021



2023 Future Background Traffic
A.M. Peak Hour

Traffic Engineering Consultants, Inc.

HCM 6th Signalized Intersection Summary

3: Berry Rd & Lindsey St

09/16/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↕		↖	↗		↖	↗	
Traffic Volume (veh/h)	167	596	38	26	380	68	38	140	75	58	62	93
Future Volume (veh/h)	167	596	38	26	380	68	38	140	75	58	62	93
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	182	648	41	28	413	74	41	152	82	63	67	101
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	327	655	604	426	1399	249	201	176	95	160	110	166
Arrive On Green	0.09	0.35	0.35	0.21	0.46	0.46	0.03	0.15	0.15	0.04	0.16	0.16
Sat Flow, veh/h	1781	1870	1585	1781	3015	536	1781	1143	617	1781	673	1015
Grp Volume(v), veh/h	182	648	41	28	242	245	41	0	234	63	0	168
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1777	1774	1781	0	1759	1781	0	1688
Q Serve(g_s), s	9.4	41.3	0.7	0.0	10.1	10.3	2.3	0.0	15.6	3.5	0.0	11.1
Cycle Q Clear(g_c), s	9.4	41.3	0.7	0.0	10.1	10.3	2.3	0.0	15.6	3.5	0.0	11.1
Prop In Lane	1.00		1.00	1.00		0.30	1.00		0.35	1.00		0.60
Lane Grp Cap(c), veh/h	327	655	604	426	825	823	201	0	270	160	0	275
V/C Ratio(X)	0.56	0.99	0.07	0.07	0.29	0.30	0.20	0.00	0.87	0.39	0.00	0.61
Avail Cap(c_a), veh/h	327	655	604	426	825	823	250	0	440	191	0	422
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	32.8	38.8	7.6	37.9	20.0	20.0	41.2	0.0	49.6	41.4	0.0	46.7
Incr Delay (d2), s/veh	1.7	32.8	0.2	0.0	0.9	0.9	0.4	0.0	8.1	1.2	0.0	1.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.2	24.6	0.4	0.7	4.5	4.5	1.0	0.0	7.4	1.6	0.0	4.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	34.5	71.6	7.8	37.9	20.9	20.9	41.6	0.0	57.7	42.6	0.0	48.3
LnGrp LOS	C	E	A	D	C	C	D	A	E	D	A	D
Approach Vol, veh/h		871			515			275				231
Approach Delay, s/veh		60.8			21.8			55.3				46.7
Approach LOS		E			C			E				D
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	18.0	62.7	12.9	26.4	31.7	49.0	11.7	27.6				
Change Period (Y+Rc), s	7.0	7.0	8.0	8.0	7.0	7.0	8.0	8.0				
Max Green Setting (Gmax), s	11.0	42.0	7.0	30.0	11.0	42.0	7.0	30.0				
Max Q Clear Time (g_c+I1), s	11.4	12.3	5.5	17.6	2.0	43.3	4.3	13.1				
Green Ext Time (p_c), s	0.0	2.7	0.0	0.9	0.0	0.0	0.0	0.7				

Intersection Summary

HCM 6th Ctrl Delay	47.7
HCM 6th LOS	D



2023 Future Background Traffic
P.M. Peak Hour

HCM 6th Signalized Intersection Summary

3: Berry Rd & Lindsey St

09/16/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	152	589	91	61	814	64	35	95	78	87	119	215
Future Volume (veh/h)	152	589	91	61	814	64	35	95	78	87	119	215
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	165	640	99	66	885	70	38	103	85	95	129	234
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	204	701	642	298	1429	113	124	188	155	281	134	243
Arrive On Green	0.07	0.38	0.38	0.12	0.43	0.43	0.03	0.20	0.20	0.06	0.22	0.22
Sat Flow, veh/h	1781	1870	1585	1781	3336	264	1781	948	782	1781	596	1080
Grp Volume(v), veh/h	165	640	99	66	471	484	38	0	188	95	0	363
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1777	1823	1781	0	1730	1781	0	1676
Q Serve(g_s), s	8.0	39.0	2.3	0.0	24.8	24.8	2.0	0.0	11.7	5.0	0.0	25.7
Cycle Q Clear(g_c), s	8.0	39.0	2.3	0.0	24.8	24.8	2.0	0.0	11.7	5.0	0.0	25.7
Prop In Lane	1.00		1.00	1.00		0.14	1.00		0.45	1.00		0.64
Lane Grp Cap(c), veh/h	204	701	642	298	761	781	124	0	344	281	0	377
V/C Ratio(X)	0.81	0.91	0.15	0.22	0.62	0.62	0.31	0.00	0.55	0.34	0.00	0.96
Avail Cap(c_a), veh/h	204	701	642	298	761	781	175	0	389	285	0	377
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	33.7	35.6	7.5	45.7	26.7	26.7	38.7	0.0	43.2	35.8	0.0	46.0
Incr Delay (d2), s/veh	20.2	18.3	0.5	0.3	3.8	3.7	1.0	0.0	1.0	0.5	0.0	36.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.7	21.0	1.2	1.8	11.3	11.6	0.9	0.0	5.1	2.2	0.0	14.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	53.9	53.9	8.0	46.0	30.4	30.4	39.7	0.0	44.2	36.3	0.0	82.4
LnGrp LOS	D	D	A	D	C	C	D	A	D	D	A	F
Approach Vol, veh/h		904			1021			226				458
Approach Delay, s/veh		48.9			31.4			43.5				72.9
Approach LOS		D			C			D				E
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	15.0	58.4	14.7	31.9	21.4	52.0	11.6	35.0				
Change Period (Y+Rc), s	7.0	7.0	8.0	8.0	7.0	7.0	8.0	8.0				
Max Green Setting (Gmax), s	8.0	48.0	7.0	27.0	11.0	45.0	7.0	27.0				
Max Q Clear Time (g_c+I1), s	10.0	26.8	7.0	13.7	2.0	41.0	4.0	27.7				
Green Ext Time (p_c), s	0.0	5.6	0.0	0.7	0.1	1.5	0.0	0.0				

Intersection Summary

HCM 6th Ctrl Delay	45.8
HCM 6th LOS	D

Volumes

09/16/2021



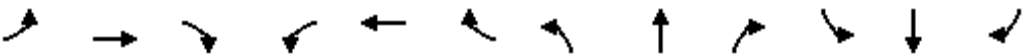
2023 Projected Combined Traffic
A.M. Peak Hour

Traffic Engineering Consultants, Inc.

HCM 6th Signalized Intersection Summary

3: Berry Rd & Lindsey St

09/16/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	169	596	38	26	381	68	38	141	75	59	62	94
Future Volume (veh/h)	169	596	38	26	381	68	38	141	75	59	62	94
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	184	648	41	28	414	74	41	153	82	64	67	102
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	327	655	604	424	1396	248	202	177	95	161	110	167
Arrive On Green	0.09	0.35	0.35	0.20	0.46	0.46	0.03	0.15	0.15	0.04	0.16	0.16
Sat Flow, veh/h	1781	1870	1585	1781	3016	535	1781	1146	614	1781	669	1018
Grp Volume(v), veh/h	184	648	41	28	243	245	41	0	235	64	0	169
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1777	1774	1781	0	1760	1781	0	1687
Q Serve(g_s), s	9.6	41.3	0.7	0.0	10.2	10.3	2.3	0.0	15.6	3.6	0.0	11.2
Cycle Q Clear(g_c), s	9.6	41.3	0.7	0.0	10.2	10.3	2.3	0.0	15.6	3.6	0.0	11.2
Prop In Lane	1.00		1.00	1.00		0.30	1.00		0.35	1.00		0.60
Lane Grp Cap(c), veh/h	327	655	604	424	823	821	202	0	271	161	0	277
V/C Ratio(X)	0.56	0.99	0.07	0.07	0.29	0.30	0.20	0.00	0.87	0.40	0.00	0.61
Avail Cap(c_a), veh/h	327	655	604	424	823	821	251	0	440	191	0	422
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	32.8	38.8	7.5	38.0	20.0	20.1	41.2	0.0	49.5	41.4	0.0	46.6
Incr Delay (d2), s/veh	1.9	32.8	0.2	0.0	0.9	0.9	0.4	0.0	8.2	1.2	0.0	1.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.3	24.6	0.4	0.7	4.5	4.6	1.0	0.0	7.5	1.6	0.0	4.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	34.7	71.6	7.8	38.0	21.0	21.0	41.6	0.0	57.8	42.6	0.0	48.2
LnGrp LOS	C	E	A	D	C	C	D	A	E	D	A	D
Approach Vol, veh/h		873			516			276				233
Approach Delay, s/veh		60.8			21.9			55.3				46.6
Approach LOS		E			C			E				D
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	18.0	62.6	12.9	26.5	31.6	49.0	11.7	27.7				
Change Period (Y+Rc), s	7.0	7.0	8.0	8.0	7.0	7.0	8.0	8.0				
Max Green Setting (Gmax), s	11.0	42.0	7.0	30.0	11.0	42.0	7.0	30.0				
Max Q Clear Time (g_c+I1), s	11.6	12.3	5.6	17.6	2.0	43.3	4.3	13.2				
Green Ext Time (p_c), s	0.0	2.7	0.0	0.9	0.0	0.0	0.0	0.7				

Intersection Summary												
HCM 6th Ctrl Delay											47.7	
HCM 6th LOS											D	

HCM 6th TWSC
6: Lindsey St & Drive #2

09/16/2021

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑			↑
Traffic Vol, veh/h	0	730	474	2	0	1
Future Vol, veh/h	0	730	474	2	0	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	793	515	2	0	1

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	-	0	- 0 - 516
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - 6.22
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - 3.318
Pot Cap-1 Maneuver	0	-	- 0 559
Stage 1	0	-	- 0 -
Stage 2	0	-	- 0 -
Platoon blocked, %	-	-	- - -
Mov Cap-1 Maneuver	-	-	- - 559
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -

Approach	EB	WB	SB
HCM Control Delay, s	0	0	11.5
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	559
HCM Lane V/C Ratio	-	-	-	0.002
HCM Control Delay (s)	-	-	-	11.5
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0

HCM 6th TWSC
7: Berry Rd & Drive #1

09/16/2021

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			T
Traffic Vol, veh/h	2	1	375	3	1	213
Future Vol, veh/h	2	1	375	3	1	213
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	1	408	3	1	232

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	644	410	0	0	411
Stage 1	410	-	-	-	-
Stage 2	234	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	437	642	-	-	1148
Stage 1	670	-	-	-	-
Stage 2	805	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	437	642	-	-	1148
Mov Cap-2 Maneuver	437	-	-	-	-
Stage 1	670	-	-	-	-
Stage 2	804	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.4	0	0
HCM LOS	B		

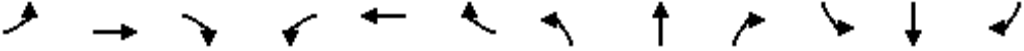
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	489	1148
HCM Lane V/C Ratio	-	-	0.007	0.001
HCM Control Delay (s)	-	-	12.4	8.1
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0	0



HCM 6th Signalized Intersection Summary

3: Berry Rd & Lindsey St

09/16/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	160	589	91	62	819	64	35	97	78	94	120	218
Future Volume (veh/h)	160	589	91	62	819	64	35	97	78	94	120	218
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	174	640	99	67	890	70	38	105	85	102	130	237
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	203	701	642	298	1430	112	121	188	152	280	134	243
Arrive On Green	0.07	0.38	0.38	0.12	0.43	0.43	0.03	0.20	0.20	0.06	0.22	0.22
Sat Flow, veh/h	1781	1870	1585	1781	3337	262	1781	957	774	1781	594	1082
Grp Volume(v), veh/h	174	640	99	67	474	486	38	0	190	102	0	367
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1777	1823	1781	0	1731	1781	0	1676
Q Serve(g_s), s	8.0	39.0	2.3	0.0	24.9	24.9	2.0	0.0	11.9	5.4	0.0	26.1
Cycle Q Clear(g_c), s	8.0	39.0	2.3	0.0	24.9	24.9	2.0	0.0	11.9	5.4	0.0	26.1
Prop In Lane	1.00		1.00	1.00		0.14	1.00		0.45	1.00		0.65
Lane Grp Cap(c), veh/h	203	701	642	298	761	781	121	0	340	280	0	377
V/C Ratio(X)	0.86	0.91	0.15	0.22	0.62	0.62	0.31	0.00	0.56	0.36	0.00	0.97
Avail Cap(c_a), veh/h	203	701	642	298	761	781	172	0	389	280	0	377
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	35.1	35.6	7.5	45.7	26.7	26.7	38.9	0.0	43.5	36.0	0.0	46.1
Incr Delay (d2), s/veh	27.8	18.3	0.5	0.3	3.8	3.7	1.1	0.0	1.1	0.6	0.0	39.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.3	21.0	1.2	1.8	11.4	11.7	0.9	0.0	5.2	2.4	0.0	14.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	62.9	53.9	8.0	46.0	30.5	30.5	40.0	0.0	44.6	36.6	0.0	85.3
LnGrp LOS	E	D	A	D	C	C	D	A	D	D	A	F
Approach Vol, veh/h		913			1027			228				469
Approach Delay, s/veh		50.6			31.5			43.8				74.7
Approach LOS		D			C			D				E
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	15.0	58.4	15.0	31.6	21.4	52.0	11.6	35.0				
Change Period (Y+Rc), s	7.0	7.0	8.0	8.0	7.0	7.0	8.0	8.0				
Max Green Setting (Gmax), s	8.0	48.0	7.0	27.0	11.0	45.0	7.0	27.0				
Max Q Clear Time (g_c+I1), s	10.0	26.9	7.4	13.9	2.0	41.0	4.0	28.1				
Green Ext Time (p_c), s	0.0	5.6	0.0	0.7	0.1	1.5	0.0	0.0				

Intersection Summary

HCM 6th Ctrl Delay	46.9
HCM 6th LOS	D

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑			↑
Traffic Vol, veh/h	0	761	939	7	0	6
Future Vol, veh/h	0	761	939	7	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	827	1021	8	0	7

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	-	0	- 0 - 1025
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - 6.22
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - 3.318
Pot Cap-1 Maneuver	0	-	- 0 285
Stage 1	0	-	- 0 -
Stage 2	0	-	- 0 -
Platoon blocked, %	-	-	- - -
Mov Cap-1 Maneuver	-	-	- - 285
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -

Approach	EB	WB	SB
HCM Control Delay, s	0	0	17.9
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	285
HCM Lane V/C Ratio	-	-	-	0.023
HCM Control Delay (s)	-	-	-	17.9
HCM Lane LOS	-	-	-	C
HCM 95th %tile Q(veh)	-	-	-	0.1

HCM 6th TWSC

7: Berry Rd & Drive #1

09/16/2021

Intersection

Int Delay, s/veh 0.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
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Lane Configurations						
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Traffic Vol, veh/h	11	4	311	10	3	421
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Future Vol, veh/h	11	4	311	10	3	421
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Conflicting Peds, #/hr	0	0	0	0	0	0
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Sign Control	Stop	Stop	Free	Free	Free	Free
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RT Channelized	-	None	-	None	-	None
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Storage Length	0	-	-	-	-	-
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Veh in Median Storage, #	0	-	0	-	-	0
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Grade, %	0	-	0	-	-	0
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Peak Hour Factor	92	92	92	92	92	92
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Heavy Vehicles, %	2	2	2	2	2	2
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Mvmt Flow	12	4	338	11	3	458
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Major/Minor	Minor1	Major1	Major2
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Conflicting Flow All	808	344	0	0	349	0
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Stage 1	344	-	-	-	-	-
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Stage 2	464	-	-	-	-	-
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Critical Hdwy	6.42	6.22	-	-	4.12	-
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Critical Hdwy Stg 1	5.42	-	-	-	-	-
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Critical Hdwy Stg 2	5.42	-	-	-	-	-
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Follow-up Hdwy	3.518	3.318	-	-	2.218	-
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Pot Cap-1 Maneuver	350	699	-	-	1210	-
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Stage 1	718	-	-	-	-	-
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Stage 2	633	-	-	-	-	-
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Platoon blocked, %			-	-		
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Mov Cap-1 Maneuver	349	699	-	-	1210	-
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Mov Cap-2 Maneuver	349	-	-	-	-	-
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Stage 1	718	-	-	-	-	-
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Stage 2	631	-	-	-	-	-
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Approach	WB	NB	SB
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HCM Control Delay, s	14.3	0	0.1
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HCM LOS	B		
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Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
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Capacity (veh/h)	-	-	403	1210	-
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HCM Lane V/C Ratio	-	-	0.04	0.003	-
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HCM Control Delay (s)	-	-	14.3	8	0
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HCM Lane LOS	-	-	B	A	A
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HCM 95th %tile Q(veh)	-	-	0.1	0	-
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QUEUING ANALYSIS

Intersection: 3: Berry Rd & Lindsey St

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	R	L	T	TR	L	TR	L	TR
Maximum Queue (ft)	274	409	108	89	163	153	124	300	124	200
Average Queue (ft)	84	234	13	28	99	98	38	135	49	88
95th Queue (ft)	201	396	70	72	156	151	108	238	105	167
Link Distance (ft)		402	402		147	147		336		223
Upstream Blk Time (%)		1	0		2	1		0		0
Queuing Penalty (veh)		0	0		4	3		0		0
Storage Bay Dist (ft)	250			65			100		100	
Storage Blk Time (%)		5		0	18		0	23	1	13
Queuing Penalty (veh)		9		1	5		0	9	2	7

Intersection: 6: Lindsey St & Drive #2

Movement	WB	SB
Directions Served	TR	R
Maximum Queue (ft)	69	22
Average Queue (ft)	7	1
95th Queue (ft)	45	11
Link Distance (ft)	150	57
Upstream Blk Time (%)	0	
Queuing Penalty (veh)	0	
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 7: Berry Rd & Drive #1

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	30	12
Average Queue (ft)	2	1
95th Queue (ft)	16	7
Link Distance (ft)	123	140
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 40

Intersection: 3: Berry Rd & Lindsey St

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	R	L	T	TR	L	TR	L	TR
Maximum Queue (ft)	275	428	412	89	185	179	124	224	125	233
Average Queue (ft)	137	288	59	47	159	156	30	93	81	182
95th Queue (ft)	279	454	234	92	175	178	82	179	149	274
Link Distance (ft)		402	402		147	147		336		223
Upstream Blk Time (%)		8	1		30	24				12
Queuing Penalty (veh)		0	0		140	116				51
Storage Bay Dist (ft)	250			65			100		100	
Storage Blk Time (%)		13		4	46			11	5	41
Queuing Penalty (veh)		22		15	28			4	16	38

Intersection: 6: Lindsey St & Drive #2

Movement	WB	SB
Directions Served	TR	R
Maximum Queue (ft)	184	31
Average Queue (ft)	151	7
95th Queue (ft)	220	25
Link Distance (ft)	150	57
Upstream Blk Time (%)	26	0
Queuing Penalty (veh)	0	0
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 7: Berry Rd & Drive #1

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	43	159
Average Queue (ft)	11	44
95th Queue (ft)	35	142
Link Distance (ft)	123	140
Upstream Blk Time (%)		5
Queuing Penalty (veh)		0
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 429

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

OCTOBER 14, 2021

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of October, 2021.

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

- Erin Williford
- Steven McDaniel
- Erica Bird
- Dave Boeck
- Sandy Bahan
- Michael Jablonski

MEMBERS ABSENT

- Nouman Jan
- Lark Zink

A quorum was present.

STAFF MEMBERS PRESENT

- Jane Hudson, Director, Planning & Community Development
- Lora Hoggatt, Planning Services Manager
- Roné Tromble, Recording Secretary
- Todd McLellan, Development Engineer
- Heather Poole, Asst. City Attorney
- Jami Short, Traffic Engineer

* * *

Item No. 2, being:

R-2122-31 – SOONER TRADITIONS, L.L.C. AND HUNTER MILLER FAMILY, L.L.C. REQUEST AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN FROM OFFICE DESIGNATION AND LOW DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR 1.33 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF S. BERRY ROAD AND W. LINDSEY STREET (1027 & 1035 S. BERRY ROAD).

ITEMS SUBMITTED FOR THE RECORD:

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

and

Item No. 3, being:

O-2122-15 – SOONER TRADITIONS, L.L.C. AND HUNTER MILLER FAMILY, L.L.C. REQUEST REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, AND CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 1.33 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF S. BERRY ROAD AND W. LINDSEY STREET (1027 & 1035 S. BERRY ROAD).

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. SPUD Narrative with Exhibits A-D
4. Transportation Impacts
5. Revised Traffic Impact Analysis
6. Pre-Development Summary
7. Protest & Support Map – October 6, 2021
8. Protests & Supports received by October 6, 2021

PRESENTATION BY STAFF:

1. Ms. Lora Hoggatt presented the staff report. Protest letters were received on this item, which represented 12.5% of the notification area. Support letters were received which represented 17.8% of the notification area.

PRESENTATION BY THE APPLICANT:

1. Mr. Sean Rieger, Rieger Law Group, representing the applicant

AUDIENCE PARTICIPATION:

1. Mr. Jim Akey, 819 Carey Drive, spoke in opposition
2. Mr. David Nehrenz, 902 Carey Drive, spoke in opposition
3. Ms. Roxana Meyer, 1202 W. Brooks Street, spoke in opposition
4. Ms. Michelle Nehrenz, 906 Carey Drive, spoke in opposition
5. Ms. Gabrielle Mandeville, 905 Carey Drive, spoke in opposition
6. Mr. Dan Mains, 1128 W. Brooks Street, spoke in opposition
7. Ms. Lara Souza, 823 Carey Drive, spoke in opposition
8. Mr. Dennis Yarbro, 803 S. Berry Road, spoke in opposition
9. Ms. Susan Meyer, 808 Carey Drive, spoke in opposition
10. Mr. Steve Maple, 951 S. Berry Road, spoke in opposition
11. Mr. Kevin Connywerdy, 1132 W. Brooks Street, spoke in opposition
12. Ms. Nolita Morgan, 1027 Madison Street, spoke in opposition

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Chair Erica Bird made comments
2. Commissioner Michael Jablonski made comments
3. Mr. Sean Rieger responded to a question
4. Commissioner Erin Williford made comments

5. Commissioner Dave Boeck made comments
6. Chair Erica Bird made comments

Michael Jablonski moved to recommend adoption of Resolution No. R-2122-31 and Ordinance No. O-2122-15 to City Council. Erin Williford seconded the motion.

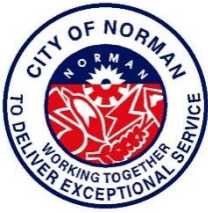
There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Erin Williford, Steven McDaniel, Erica Bird, Dave Boeck, Michael Jablonski
NAYES	Sandy Bahan
MEMBERS ABSENT	Nouman Jan, Lark Zink

The motion, to recommend adoption of Ordinance No. O-2122-14 and PP-2122-5 to City Council, passed by a vote of 5-1.

File Attachments for Item:

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-26 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING ARTICLE VI TO CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN TO ALLOW THE USE OF CONSENSUAL, AUTHORIZED ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS THAT COMPLY WITH THE REQUIREMENTS OF THE OKLAHOMA UNIFORM ELECTRONIC TRANSACTION ACT AND CITY POLICY IN CITY TRANSACTIONS AND COMMUNICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Kathryn Walker, City Attorney

PRESENTER: Heather Poole, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-26 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING ARTICLE VI TO CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN TO ALLOW THE USE OF CONSENSUAL, AUTHORIZED ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS THAT COMPLY WITH THE REQUIREMENTS OF THE OKLAHOMA UNIFORM ELECTRONIC TRANSACTION ACT AND CITY POLICY IN CITY TRANSACTIONS AND COMMUNICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The City of Norman is receiving numerous forms and documents that have been signed and the document scanned rather than receiving a document with an original “wet” signature. The benefits of electronic signatures are simple and numerous: they cut down on the paper, time, and cost associated with transmitting and approving physical documents, and they can offer an easily accessible audit trail of when documents were modified and when they were signed. The Electronic Signatures in Global and National Commerce Act (E-Sign Act), 15 U.S.C., Section 7001 et seq. was signed into law in June 2000 and many states, including Oklahoma, passed similar laws based on the federal legislation.

DISCUSSION:

Oklahoma’s Uniform Electronic Transactions Act, Title 12A O.S. Art. 15, also enacted in 2000, covers all electronic records and electronic signatures relating to a transaction. This Act only applies to transactions related to business, commercial (including consumer) and governmental matters. Electronic signatures cannot be accepted for wills, codicils or testamentary trusts, items covered by the consumer protection laws of Oklahoma, and transactions covered by the Uniform Commercial Code except those relating to leases, contracts, sales of goods and other areas covered under Title 12 A O.S. Articles 2 and 2A.

This Act applies to any electronic record or electronic signature created, generated, sent, communicated, received, or stored. Title 12A O.S. §15-104. This Act applies only to transactions between parties each of which has agreed to conduct transactions by electronic means. 12A

O.S. §15-105 (b). A party that agrees to conduct a transaction by electronic means may refuse to conduct other transactions by electronic means.

An “electronic signature” is defined as: “an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.” 12A O.S. § 15-102(10).

Other Oklahoma Statutes have already adopted the explicit acceptance of electronic signatures. 11 O.S. §28-113.1(B) covers municipal courts of record and specifically states that “As used in this section, the term ‘signature’ shall include a digital or electronic signature, as defined in Section 15-102 of Title 12A of the Oklahoma Statutes.” The exact same language is found in 22 O.S. §1115.1A(H) which covers State and Municipal Traffic Bail Bond Procedures.

In addition, the Oklahoma adoption of the Uniform Electronic Transactions Act states: “(a) A record or signature may not be denied legal effect or enforceability solely because it is in electronic form. (b) A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation. (c) If a law requires a record to be in writing, an electronic record satisfies the law. (d) If a law requires a signature, an electronic signature satisfies the law.” 12A O.S. §15-107.

Finally, 12A O.S. §15-117 allows “each government agency of this state, in cooperation with the Archives and Records Commission, to determine whether, and the extent to which, it will create and retain electronic records.” 12 A O.S. §15-118 specifies that “each governmental agency of this state shall determine whether, and the extent to which, it will send and accept electronic records and signatures to and from other persons and otherwise create, generate, communicate, store, processes, use, and rely upon electronic records and signatures.” Municipalities are included under the definition of “government agency”. 12A O.S. §15-102

12A O.S. §15-111 states that “[i]f a law requires a signature or record to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts... Is attached to or logically associated with the signature or record.” This allows documents that require a notary acknowledgment to also be received electronically.

Transactions that cannot be conducted by electronic signature (wills, trusts, etc.) are not conducted by municipalities and thus do not have to be specifically excluded from the City’s ordinance.

RECOMMENDATION:

Staff recommends approval of Ordinance O-2122-26 adding Article VI to Chapter 2 of the Code of the City of Norman to allow the use of consensual, authorized electronic signature and electronic records that comply with the requirements of the Oklahoma Uniform Electronic Transaction Act and City policy in City transactions and communications, and providing for the severability thereof.

Ordinance O-2122-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING ARTICLE VI TO CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN TO ALLOW THE USE OF CONSENSUAL, AUTHORIZED ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS THAT COMPLY WITH THE REQUIREMENTS OF THE OKLAHOMA UNIFORM ELECTRONIC TRANSACTION ACT AND CITY POLICY IN CITY TRANSACTIONS AND COMMUNICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. THAT Article VI of Chapter 2 of the Code of Ordinances of the City of Norman shall be added to read as follows:

Sec. 6-101. Definitions.

Unless otherwise stated in this article, the terms defined in the Oklahoma Uniform Electronic Transactions Act (“OUETA”) (12A O.S., Section 15-101 et seq.) apply.

Sec. 6-102. Scope.

- (a) The City of Norman may utilize and accept all electronic signatures (“e-signatures”) and electronic records (“e-records”) that comply with the requirements of the OUETA, City of Norman administrative policies and procedures, and other applicable state and federal laws.
- (b) The use of e-signatures and e-records is acceptable for:
 - (1) Any transaction or communication with the City of Norman where both parties have agreed to conduct the transaction or communication electronically;
 - (2) Any City of Norman policies, laws, regulations, and rules that require a signature or written record;
 - (3) Any other situation where the OUETA, City of Norman’s administrative policies and procedures, and other applicable state and federal law allow the use of e-signatures and e-records.

Sec. 6-103. Purpose

This section is intended to enable the City of Norman to use e-signatures and e-records to the fullest extent allowed by law and the City of Norman’s administrative policies and procedures.

Sec. 6-104. Limitations.

- (a) Use of e-signatures and e-records must be consistent with the City of Norman’s administrative policies and procedures, which may be designated and amended at any time by the City Manager or the City Manager’s designee.
- (b) Use of e-signatures and e-records by the City of Norman or its agents that is not consistent with this section and City of Norman’s administrative policies and procedures will render such contract, record, or other document invalid as not fully and properly executed by the City of Norman.
- (c) Authority to sign or execute contracts, records, or other documents via e-signature may be delegated by the City Manager and other city department heads to designated city staff members. Delegation of e-signature authority must be memorialized in writing, including, but not limited to, memorandum, city form, e-mail, or a delegation process recorded within e-signature software.
- (d) Any unauthorized electronic signing of any contract, record, or other document, will render such contract, record, or other document invalid as not fully and properly executed by the City of Norman.

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

ADOPTED this _____ day

NOT ADOPTED this _____ day

of _____, 2021.

of _____, 2021.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

Ordinance O-2122-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING ARTICLE VI TO CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN TO ALLOW THE USE OF CONSENSUAL, AUTHORIZED ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS THAT COMPLY WITH THE REQUIREMENTS OF THE OKLAHOMA UNIFORM ELECTRONIC TRANSACTION ACT AND CITY POLICY IN CITY TRANSACTIONS AND COMMUNICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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- (1) Any transaction or communication with the City of Norman where both parties have agreed to conduct the transaction or communication electronically;
 - (2) Any City of Norman policies, laws, regulations, and rules that require a signature or written record;
 - (3) Any other situation where the OUETA, City of Norman’s administrative policies and procedures, and other applicable state and federal law allow the use of e-signatures and e-records.

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- (b) Use of e-signatures and e-records by the City of Norman or its agents that is not consistent with this section and City of Norman’s administrative policies and procedures will render such contract, record, or other document invalid as not fully and properly executed by the City of Norman.
- (c) Authority to sign or execute contracts, records, or other documents via e-signature may be delegated by the City Manager and other city department heads to designated city staff members. Delegation of e-signature authority must be memorialized in writing, including, but not limited to, memorandum, city form, e-mail, or a delegation process recorded within e-signature software.
- (d) Any unauthorized electronic signing of any contract, record, or other document, will render such contract, record, or other document invalid as not fully and properly executed by the City of Norman.

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

ADOPTED this _____ day
of _____, 2021.

NOT ADOPTED this _____ day
of _____, 2021.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



Oklahoma Statutes Citationized
Title 12A. Uniform Commercial Code
Article 15 - Uniform Electronic Transactions Act
Section 15-101 - Short Title

Cite as: O.S. §, ___

This act shall be known and may be cited as the "Uniform Electronic Transactions Act".

Historical Data

Laws 2000, SB 1598, c. 372, § 1, eff. November 1, 2000.

U.S. Code Title 15 CHAPTER 96 SUBCHAPTER I § 7001

15 U.S. Code § 7001 - General rule of validity

(a) In general

Notwithstanding any statute, regulation, or other rule of law (other than this subchapter and subchapter II), with respect to any transaction in or affecting interstate or foreign commerce—

(1) a signature, contract, or other record relating to such transaction may not be denied legal effect, validity, or enforceability solely because it is in electronic form; and

(2) a contract relating to such transaction may not be denied legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.

(b) Preservation of rights and obligations

This subchapter does not—

(1) limit, alter, or otherwise affect any requirement imposed by a statute, regulation, or rule of law relating to the rights and obligations of persons under such statute, regulation, or rule of law other than a requirement that contracts or other records be written, signed, or in nonelectronic form; or

(2) require any person to agree to use or accept electronic records or electronic signatures, other than a governmental agency with respect to a record other than a contract to which it is a party.

(c) Consumer disclosures

(1) Consent to electronic records

Notwithstanding subsection (a), if a statute, regulation, or other rule of law requires that information relating to a transaction or transactions in or affecting interstate or foreign commerce be provided or made available to a consumer in writing, the use of an electronic record to provide or make available (whichever is required) such information satisfies the requirement that such information be in writing if—

(A) the consumer has affirmatively consented to such use and has not withdrawn such consent;

(B) the consumer, prior to consenting, is provided with a clear and conspicuous statement—

(i) informing the consumer of (I) any right or option of the consumer to have the record provided or made available on paper or in nonelectronic form, and (II) the right of the consumer to withdraw the consent to have the record provided or made available in an electronic form and of any conditions, consequences (which may include termination of the parties' relationship), or fees in the event of such withdrawal;

(ii) informing the consumer of whether the consent applies (I) only to the particular transaction which gave rise to the obligation to provide the record, or (II) to identified categories of records that may be provided or made available during the course of the parties' relationship;

(iii) describing the procedures the consumer must use to withdraw consent as provided in clause (i) and to update information needed to contact the consumer electronically; and

(iv) informing the consumer (I) how, after the consent, the consumer may, upon request, obtain a paper copy of an electronic record, and (II) whether any fee will be charged for such copy;

(C) the consumer—

(i) prior to consenting, is provided with a statement of the hardware and software requirements for access to and retention of the electronic records; and

(ii) consents electronically, or confirms his or her consent electronically, in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent; and

(D) after the consent of a consumer in accordance with subparagraph (A), if a change in the hardware or software requirements needed to access or retain electronic records creates a material risk that the consumer will not be able to access or retain a subsequent electronic record that was the subject of the consent, the person providing the electronic record—

(i) provides the consumer with a statement of (I) the revised hardware and software requirements for access to and retention of the electronic records, and (II) the right to withdraw consent without the imposition of any fees for such withdrawal and without the imposition of any condition or consequence that was not disclosed under subparagraph (B)(i); and

(ii) again complies with subparagraph (C).

(2) Other rights

(A) Preservation of consumer protections

Nothing in this subchapter affects the content or timing of any disclosure or other record required to be provided or made available to any consumer under any statute, regulation, or other rule of law.

(B) Verification or acknowledgment

If a law that was enacted prior to this chapter expressly requires a record to be provided or made available by a specified method that requires verification or acknowledgment of receipt, the record may be provided or made available electronically only if the method used provides verification or acknowledgment of receipt (whichever is required).

(3) Effect of failure to obtain electronic consent or confirmation of consent

The legal effectiveness, validity, or enforceability of any contract executed by a consumer shall not be denied solely because of the failure to obtain electronic consent or confirmation of consent by that consumer in accordance with paragraph (1)(C)(ii).

(4) Prospective effect

Withdrawal of consent by a consumer shall not affect the legal effectiveness, validity, or enforceability of electronic records provided or made available to that consumer in accordance with paragraph (1) prior to implementation of the consumer's withdrawal of consent. A consumer's withdrawal of consent shall be effective within a reasonable period of time after receipt of the withdrawal by the provider of

the record. Failure to comply with paragraph (1)(D) may, at the election of the consumer, be treated as a withdrawal of consent for purposes of this paragraph.

(5)Prior consent

This subsection does not apply to any records that are provided or made available to a consumer who has consented prior to the effective date of this subchapter to receive such records in electronic form as permitted by any statute, regulation, or other rule of law.

(6)Oral communications

An oral communication or a recording of an oral communication shall not qualify as an electronic record for purposes of this subsection except as otherwise provided under applicable law.

(d)Retention of contracts and records

(1)Accuracy and accessibility

If a statute, regulation, or other rule of law requires that a contract or other record relating to a transaction in or affecting interstate or foreign commerce be retained, that requirement is met by retaining an electronic record of the information in the contract or other record that—

(A)accurately reflects the information set forth in the contract or other record; and

(B)remains accessible to all persons who are entitled to access by statute, regulation, or rule of law, for the period required by such statute, regulation, or rule of law, in a form that is capable of being accurately reproduced for later reference, whether by transmission, printing, or otherwise.

(2)Exception

A requirement to retain a contract or other record in accordance with paragraph (1) does not apply to any information whose sole purpose is to enable the contract or other record to be sent, communicated, or received.

(3)Originals

If a statute, regulation, or other rule of law requires a contract or other record relating to a transaction in or affecting interstate or foreign commerce to be provided, available, or retained in its original form, or provides consequences if the contract or other record is not provided, available, or retained in its original form, that statute, regulation, or rule of law is satisfied by an electronic record that complies with paragraph (1).

(4)Checks

If a statute, regulation, or other rule of law requires the retention of a check, that requirement is satisfied by retention of an electronic record of the information on the front and back of the check in accordance with paragraph (1).

(e)Accuracy and ability to retain contracts and other records

Notwithstanding subsection (a), if a statute, regulation, or other rule of law requires that a contract or other record relating to a transaction in or affecting interstate or foreign commerce be in writing, the

legal effect, validity, or enforceability of an electronic record of such contract or other record may be denied if such electronic record is not in a form that is capable of being retained and accurately reproduced for later reference by all parties or persons who are entitled to retain the contract or other record.

(f) Proximity

Nothing in this subchapter affects the proximity required by any statute, regulation, or other rule of law with respect to any warning, notice, disclosure, or other record required to be posted, displayed, or publicly affixed.

(g) Notarization and acknowledgment

If a statute, regulation, or other rule of law requires a signature or record relating to a transaction in or affecting interstate or foreign commerce to be notarized, acknowledged, verified, or made under oath, that requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by other applicable statute, regulation, or rule of law, is attached to or logically associated with the signature or record.

(h) Electronic agents

A contract or other record relating to a transaction in or affecting interstate or foreign commerce may not be denied legal effect, validity, or enforceability solely because its formation, creation, or delivery involved the action of one or more electronic agents so long as the action of any such electronic agent is legally attributable to the person to be bound.

(i) Insurance

It is the specific intent of the Congress that this subchapter and subchapter II apply to the business of insurance.

(j) Insurance agents and brokers

An insurance agent or broker acting under the direction of a party that enters into a contract by means of an electronic record or electronic signature may not be held liable for any deficiency in the electronic procedures agreed to by the parties under that contract if—

- (1) the agent or broker has not engaged in negligent, reckless, or intentional tortious conduct;
- (2) the agent or broker was not involved in the development or establishment of such electronic procedures; and
- (3) the agent or broker did not deviate from such procedures.

(Pub. L. 106–229, title I, § 101, June 30, 2000, 114 Stat. 464.)

File Attachments for Item:

6. CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF DISTRICT NO. 2

TERM: 11-09-21 TO 04-10-24: ROB NORMAN, WARD 3

TERM: 11-09-21 TO 04-10-24: LANCE VANZANT, WARD 6

TERM: 04-10-21 TO 04-10-24: NICK MIGLIORINO OR HIS DESIGNEE

ENVIRONMENTAL CONTROL ADVISORY BOARD

TERM: 10-27-21 TO 10-27-24: LAINEY PHILLIPS, WARD 6

TERM: 10-27-21 TO 10-27-24: DANE HEINS, WARD 7

TERM: 11-09-21 TO 10-27-22: TOM FIGHTMASTER, WARD 6

GREENBELT COMMISSION

TERM: 11-09-21 TO 07-13-22: NATHALIE ROCHER, WARD 2

TERM: 11-09-21 TO 07-13-22: KRISTINA WYCKOFF, WARD 4

HISTORIC DISTRICT COMMISSION

TERM: 10-26-21 TO 10-26-24: TABER HALFORD, WARD 4

TERM: 10-26-21 TO 10-26-24: MITCH BAROFF, WARD 4

TERM: 10-26-21 TO 10-26-24: MICHAEL ZORBA, WARD 6

NORMAN ELECTION COMMISSION

TERM: 09-01-21 TO 09-01-24: TY HARDIMAN, WARD 4

PLANNING COMMISSION

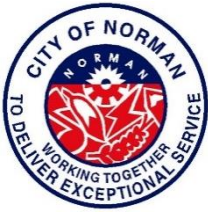
TERM: 11-01-21 TO 11-01-24: LARK ZINK, WARD 7

TERM: 11-01-21 TO 11-01-24: STEVEN MCDANIEL, WARD 3

TERM: 11-09-21 TO 11-01-23: KEVAN PARKER, WARD 1

PUBLIC ART BOARD

TERM: 11-09-21 TO 06-23-23: TARA BURNETT, WARD 1



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/21

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF DISTRICT NO. 2

TERM: 11-09-21 TO 04-10-24: ROB NORMAN, WARD 3

TERM: 11-09-21 TO 04-10-24: LANCE VANZANT, WARD 6

TERM: 04-10-21 TO 04-10-24: NICK MIGLIORINO OR HIS DESIGNEE

ENVIRONMENTAL CONTROL ADVISORY BOARD

TERM: 10-27-21 TO 10-27-24: LAINEY PHILLIPS, WARD 6

TERM: 10-27-21 TO 10-27-24: DANE HEINS, WARD 7

TERM: 11-09-21 TO 10-27-22: TOM FIGHTMASTER, WARD 6

GREENBELT COMMISSION

TERM: 11-09-21 TO 07-13-22: NATHALIE ROCHER, WARD 2

TERM: 11-09-21 TO 07-13-22: KRISTINA WYCKOFF, WARD 4

HISTORIC DISTRICT COMMISSION

TERM: 10-26-21 TO 10-26-24: TABER HALFORD, WARD 4

TERM: 10-26-21 TO 10-26-24: MITCH BAROFF, WARD 4

TERM: 10-26-21 TO 10-26-24: MICHAEL ZORBA, WARD 6

NORMAN ELECTION COMMISSION

TERM: 09-01-21 TO 09-01-24: TY HARDIMAN, WARD 4

PLANNING COMMISSION

TERM: 11-01-21 TO 11-01-24: LARK ZINK, WARD 7

TERM: 11-01-21 TO 11-01-24: STEVEN MCDANIEL, WARD 3

TERM: 11-09-21 TO 11-01-23: KEVAN PARKER, WARD 1

PUBLIC ART BOARD

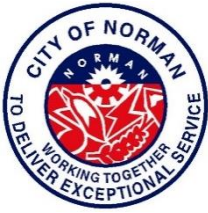
TERM: 11-09-21 TO 06-23-23: TARA BURNETT, WARD 1

DISCUSSION:

Rob Norman will replace Michaela Parker who has resigned; Lance VanZant will replace Chris Dragg; Tom Fightmaster will fill the unexpired vacancy left by Matthew Rom who has resigned; Kristina Wyckoff will fill the unexpired vacancy left by Bryan Bloom who has resigned; Nathalie Rocher will replace Samantha Luttrell who has resigned; Kevan Parker will fill the unexpired vacancy left by Mark Daniels who has resigned; Tara Burnett will replace Cheryl Lockstone who has resigned; and Nick Migliorino or his designee, Lainey Phillips, Dane Heins, Tabor Halford, Mitch Baroff, Michael Zorba, Ty Hardiman, Lark Zink, and Steven McDaniel are reappointments.

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

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



Date: August 10, 2021

To: Darrell Pyle, City Manager

From: Chris Mattingly, P.E., Director of Utilities

Through: Nathan Madenwald, P.E., Utilities Engineer *NME*

Subject: Contract K-1920-73 – Change Order No. 4
Project WW03071 – FYE 17 Sewer Maintenance Project

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

After bid of the project, staff determined that the proposed installation along 9th Ave NE between Rock Creek Road and Sequoyah Trail required modification to improve system hydraulic and reduce future maintenance. A line within 9th Avenue NE must be extended, two existing manholes must be deleted, and one new manhole must be installed. One new item was created for clearing and grubbing and an existing pay item from Change Order 2 was used at the same unit price.

Change Order No. 4 is an increase for the project in the amount of \$27,529.00. Combined with other change orders, the overall change to the contract price is \$156,183 or 5.59 percent over the original contract price of \$2,796,161.25 for a new contract price of \$2,952,344.25. For Change Order No. 4, pursuant to Resolution No. R-1112-55 since the change order is less than \$40,000, the City Manager may approve this item and approval by the City Council is not required. Approval of Change Order No. 4 is recommended.

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

office memorandum

NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE: June 23, 2021

CHANGE ORDER NO.: Four (4)

CONTRACT NO.: Contract K-1920-73

PROJECT: FYE17 Sewer Maintenance Project

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

	<u>Contract Time</u>		<u>Contract Amount</u>
ORIGINAL:	<u>360</u>	calendar days	<u>\$2,796,161.25</u>
PREVIOUS CHANGE ORDERS:	<u>34</u>	calendar days	<u>\$128,654.00</u>
THIS CHANGE ORDER:	<u>75</u>	calendar days	<u>\$27,529.00</u>
REVISED AMOUNT:	<u>469</u>	calendar days	<u>\$2,952,344.25</u>
ORIGINAL START DATE:	<u>April 27, 2020</u>		
ORIGINAL COMPLETION DATE:	<u>April 22, 2021</u>		
PREVIOUS COMPLETION DATE:	<u>May 26, 2021</u>		
NEW COMPLETION DATE:	<u>August 9, 2021</u>		

DESCRIPTION:	\$ Increase	\$ Decrease
Item 1: Cost increase due to modifications at 9th Avenue NE to improve sewer hydraulics and reduce the potential for overflows.	0.00	27,529.00

SUBMITTED BY
CONTRACTOR:  Date: 7/13/2021
Horseshoe Construction, Inc.

RECOMMENDED BY
ENGINEER:  Date: 8/10/21
Nathan Madenwald, P.E., Utilities Engr.

REVIEWED AS TO FORM
AND LEGALITY:  Date: 8/10/21
City Attorney

ACCEPTED BY
NORMAN UTILITIES AUTHORITY:  Date: 8.10.21
Darrel Pyle, City Manager

Change Order No. 4						Page 2 of 2	
Contract K-1920-73							
		Attachment 1					
Item 1: Cost increase due to modifications at 9th Avenue NE to improve sewer hydraulics and reduce the potential for overflows.							
Bid Item	Description	Unit	Quantity	Unit Price	Total Price		
6	Open Trench Pipe Replacement	LF	10.00	\$190.00	\$1,900.00		
14	Abandon Existing Manhole	EA	2.00	\$800.00	\$1,600.00		
17	Construct 4-foot ID Manhole to 6 foot Depth	EA	2.00	\$5,500.00	\$11,000.00		
18	Construct Additional Depth 4-foot ID Manhole Wall	EA	10.00	\$300.00	\$3,000.00		
28	Street Pavement Removal and Replacement	SY	32.74	\$120.00	\$3,929.00		
CO2-1	Rock Backfill Under Paving (Increase)	TN	70.00	\$30.00	\$2,100.00		
CO4-1	Clearing and Grubbing	LS	1.00	\$4,000.00	\$4,000.00		
					Subtotal	\$27,529.00	



office memorandum

DATE: August 4, 2021

TO: Darrel Pyle, City Manager

THROUGH: Shawn O'Leary, Director of Public Works *SO*

FROM: Carrie Evenson, Stormwater Program Manager *cje*

SUBJECT: Approval of Contract *J*K-2122-34 with Kleinfelder, Inc., for \$18,100 for Design of an Interactive Stormwater Model for Public Education and Outreach

BACKGROUND:

The City of Norman (City) was designated by rule under 40 CFR §122.32(a)(1) as a Phase II Municipal Separate Storm Sewer System (MS4) City subject to the 1999 Phase II Stormwater Final Rule promulgated by the U.S. Environmental Protection Agency (EPA). On September 9, 1997, EPA delegated responsibility for stormwater discharges associated with construction sites, industrial sites, and Phase I and II MS4s to the Oklahoma Department of Environmental Quality (DEQ). Under this delegation authority, DEQ issued General Permit OKR04 for Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems in Small Cities, Urbanized Areas, and Other County Areas in the State of Oklahoma on February 8, 2005. On November 29, 2005, the City received Authorization No. OKR040015, which is reauthorized on a 5-year permit cycle basis.

As part of the requirements of OKR04, the City developed a Stormwater Management Program (SMP). The SMP must address six areas, called Minimum Control Measures (MCMs), as follows:

- Public Education and Outreach Program
- Public Participation and Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post-Construction Management in New Development and Redevelopment
- Pollution Prevention/Good Housekeeping for MS4 Operations

For each MCM, the City must:

- Select appropriate Best Management Practices (BMP), which are various methods of reducing pollutants in stormwater runoff.
- Define measurable goals for each BMP.
- Establish an implementation schedule.
- Assign a responsible person or persons for implementing all activities.

DISCUSSION:

As part of MCM No. 1, Public Education and Outreach, the City of Norman is required to educate the public on stormwater and the impact everyday actions can have on stormwater quality. This can be done through a variety of activities. Stormwater Division staff have found that hands-on activities are often the most effective means to teach the public about all aspects of stormwater.

To further the City of Norman's educational efforts, staff attend conferences and network with other stormwater program managers across the country. In one recent virtual conference, we had the opportunity to hear from colleagues in Cambridge, MA. Cambridge is currently a combined sewer system in which stormwater runoff and sanitary sewer flows are contained within a single pipe system. The city is beginning the process of separating stormwater from the sanitary sewer system and needed a way to educate the public on the path these different sources of water take. They worked with Kleinfelder, Inc., to create the interactive model shown in the figure below. On one side of the model is a combined sewer system, and on the other side is a separate sewer system. The public can they trace the flow of water through each system from rooftop through pipes to its



Interactive Stormwater Model Contract
August 4, 2021
Page 2

ultimate destination. According to the Cambridge project manager, the model is a great tool to educate the public and has received tremendous positive feedback.

The Stormwater Division reached out to Kleinfelder, Inc., regarding the development of something similar after a search found no local consultants able to help. If approved, this project will involve the design and purchase of materials to build an interactive model of a separate storm sewer system that will include a local streetscape with an urban and rural setting and green infrastructure elements.



Figure 1: Similar Interactive Model Designed and Built for Cambridge, MA

Staff began negotiations with Kleinfelder, Inc., in October 2020. Budgeted capital funds in the amount of \$18,100.00 are available for this project in Account No. 50599968-46201, Project No. DR0061. The project is scheduled to begin in August 2021.

RECOMMENDATION:

Staff recommends approval of Contract K-2122-34 between the City of Norman and Kleinfelder, Inc., to provide consulting services for development of an interactive stormwater model to enhance educational activities for the Lake Thunderbird Watershed TMDL and the City of Norman MS4 program.

Approved by: Al Francis for DP Not Approved: _____

Reviewed by: Shawn O'Leary, Director of Public Works
Kathryn Walker, City Attorney *KW*

CLIENT PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES RELATED TO
THE INTERACTIVE STORMWATER MODEL

This Agreement is made on: July 22, 2021

Between City of Norman, OK with offices at Norman, OK (**Client**)

And Kleinfelder, Inc. with offices at Boston, MA (**Kleinfelder**).

Recitals

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

- 1.1 The parties agree that the documents listed in 1.1(a) through (d) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
- (a) first, amendments and Change Orders issued in accordance with this Agreement;
 - (b) second, Kleinfelder's Proposal, dated March 26, 2021, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A);
 - (c) third, this Agreement; and
 - (d) fourth, those portions of Client's agreement with Owner dated (Prime Agreement), if and as applicable to Kleinfelder and incorporated as provided in clause 1.4 (Appendix B).
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.
- 1.4 Kleinfelder agrees to be bound to Client in the same way Client is bound to City of Norman, OK (**Owner**), to the extent the provisions referenced at clause 1.1(d) are applicable to the Services and provided those provisions of the Prime Agreement are identified and furnished to Kleinfelder by the time of entering into this Agreement.

2. APPOINTMENT AND SCOPE OF SERVICES

- 2.1 Kleinfelder shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as Kleinfelder and Client jointly agree in writing (collectively, Services). The Proposal also shall specify Client's project for which the Services will be performed (Project), the location of Client's Project for providing the Services (Site), the time period for performance, the agreed fees and additional provisions, if any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.

3. STANDARD OF CARE

- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.3 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.4 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.5 Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

4. KLEINFELDER'S RESPONSIBILITIES

- 4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:
- (a) provide qualified staff to perform the Services;
 - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
 - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
 - (d) require its personnel to maintain a safe, clean and orderly work environment.

5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand. All Services shall be fully completed no later than 10 weeks after contract execution, unless earlier terminated by either party or extended by the parties' mutual written agreement. Time is of the essence, in accordance with sound professional practices.

- 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
- 5.3 Within fifteen (15) days from termination Client will pay Kleinfelder on demand for all Services rendered and costs incurred in conformance with this Agreement through to the date of any termination and for all reasonable costs and expenses incurred by Kleinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

6. COMPENSATION

- 6.1 Kleinfelder will perform the Services in exchange for the following compensation:
- Client will pay on a **time and material** basis. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A.
 - Client will pay a **lump sum** of \$18,100. Kleinfelder will invoice monthly on a percentage completed basis.
 - Client will pay on a **time and material basis not to exceed** the sum of \$. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A up to the stated limit. Upon reaching the stated limit, Kleinfelder will stop performing unless Client authorizes further work and funding in writing.
- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for Kleinfelder's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all undisputed outstanding payments, including interest charges.
- 6.6 Subject to Article 12., Allocation and Risk of Indemnities, each party will be entitled to recover from Client all its reasonable expenses and reasonable attorneys fees'
- 6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

7. INSURANCE

- 7.1 Kleinfelder will maintain the following insurance during the term of this Agreement:
- (a) Commercial General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

8. CHANGES TO SCOPE OF SERVICES

- 8.1 Client or Kleinfelder may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:
- (a) a change in the terms and conditions or Services;
 - (b) an adjustment in the schedule for performance; and
 - (c) the amount of adjustment in Kleinfelder's compensation.
- 8.2 Kleinfelder will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

- 9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work products (or copies thereof) in any form prepared by Kleinfelder pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;

- (b) Kleinfelder will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
- (c) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
- (d) reuse without the specific prior written consent of Kleinfelder will be at the user's sole risk and without Kleinfelder liability, and Client agrees (i) to remove Kleinfelder's and Kleinfelder's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors and employees **to the extent permitted by applicable law, including the Constitution of the state of Oklahoma**, from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.

10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Kleinfelder pursuant to this Agreement will be subject to approval at Kleinfelder's sole discretion and to additional fees, terms and conditions.

11. CLIENT'S RESPONSIBILITIES

- 11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and
- 11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with Kleinfelder.
- 11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

- 12.1 Subject to the limitation of liability provisions of this Agreement, Kleinfelder indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of Kleinfelder and its employees, agents, representatives, subcontractors, and any other party for whom Kleinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Kleinfelder Parties when compared to the negligence or other fault of all other persons and entities.. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Kleinfelder insurance policy.
- 12.2 Client indemnifies Kleinfelder against all liabilities, losses or damages caused by the negligence or other fault of Client and its employees, agents, representatives, subcontractors, and all other parties for whom Client is legally responsible (**Client Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities **to the extent permitted by applicable law, including the Constitution of the state of Oklahoma**. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to Kleinfelder under any Client, Owner or Project insurance policy.

- 12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

13. NO CONTROL OF MEANS AND METHODS OF OTHERS

13.1 Client agrees:

- (a) Kleinfelder will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;
- (b) Kleinfelder's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and

14. SITE ACCESS

14.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;
- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
- (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

15. WARRANTY OF TITLE, WASTE OWNERSHIP

- 15.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

16. DISPUTE RESOLUTION

- 16.1 A party shall be entitled to seek injunctive or other interlocutory relief.
- 16.2 Either party may file suit in an appropriate court in the state where the Services are performed.
- 16.3 This clause survives termination or expiry of this Agreement.

17. MISCELLANEOUS

- 17.1 This Agreement is governed and construed in accordance with the laws of the state of Oklahoma. The parties hereby submit to the jurisdiction of the courts of the state of Oklahoma and waive any right to object to any proceedings being brought in those courts.
- 17.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.
- 17.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.

- 17.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.
- 17.5 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 17.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 17.7 Each party must do anything necessary to give full effect to this Agreement.
- 17.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.
- 17.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.
- 17.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 17.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.

IN WITNESS WHEREOF, Client and Kleinfelder have executed this Agreement.

DATED this 22 nd day of July, 2021.

The City of Norman
(Client)

Signature [Handwritten Signature]
Name ANTHONY FRANCISCO
Title ACTIONG CITY MANAGER
Date 5 AUGUST 2021

Kleinfelder, Inc.

Signature [Handwritten Signature]
Name THOMAS J. RITCHIE III
Title VICE-PRESIDENT, AREA MANAGER
Date JULY 22, 2021

Attest:

[Handwritten Signature]
City Clerk



Attest:

[Handwritten Signature]
Assistant Secretary

Approved as to form and legality this 5 day of AUGUST 2021

[Handwritten Signature]
City Attorney

ATTACHMENTS: Appendix A, Kleinfelder Proposal

**Attachment A
Kleinfelder Proposal**

March 26, 2021

Price Proposal (v3) – Interactive Stormwater Model

City of Norman, OK - Interactive Stormwater Model



Background

Kleinfelder proposes to provide consulting services to the Stormwater Division of City of Norman, OK (the City). The City requested that we develop an Interactive Stormwater Model for education and outreach purposes. We understand that the City provides education and outreach to their community under the Municipal Separate Storm Sewer System (MS4) from the Oklahoma Department of Environmental Quality. The City has an existing set of educational materials and events relating to water quality and stormwater runoff that can be enhanced by an Interactive Stormwater Model. This tool for all ages will provide the City with an exciting and innovative way to educate the public on watershed and infrastructure management challenges, showcase how water moves through drainage systems, and encourage actions that improve water quality.

Approach

We are providing two alternative approaches to delivering the Interactive Stormwater Model to meet the City's goals and possible budget constraints. The price proposal can be scaled, should the City request more than one model.

Alternative 1: Interactive Stormwater Model – Supported Assembly

Based on our discussion, Kleinfelder would:

- Adapt and customize an existing design for this educational tool to include a local streetscape with an urban and rural setting and green infrastructure elements.
- Purchase supplies and materials.
- Cut holes in the Interactive Stormwater Model casing for surface-to-subsurface connections.
- Develop a one-page infographic to explain the Interactive Stormwater Model.

The pricing includes the following for delivery and support:

1. A step-by-step suggested assembly plan and kit for the City to perform the assembly of the Interactive Stormwater Model.
2. This approach includes up to 8 hours of assembly support.

March 26, 2021

Price Proposal (v3) – Interactive Stormwater Model



Table 1 provides a summary of the proposed tasks, deliverables, and project costs.

Table 1: Alternative 1: Interactive Stormwater Model Cost Proposal
Supported Assembly*

Task and Deliverables	Deliverable	Estimated Consultant Level of Effort (hours)	Estimated Consultant Budget (\$)
Task 1 – Design and Purchase of Materials	Draft & final model design and infographic, purchase of materials, meetings, and coordination	68	\$10,400
Task 2 – Assembly Plan	Develop a step-by-step assembly plan and shipping	24	\$3,800
Task 3 – Assembly Support	Up to 8 hours of assembly support	8	\$1,400
Total Consultant Labor		100	\$15,600
Estimated Expenses (materials/supplies, printing, shipping)		-	\$2,500
Total Project Costs		-	\$18,100

*Kleinfelder’s budget estimate assumes labor rates for calendar year 2020 and may be adjusted if this contract is executed after December 31, 2020.

Schedule

We anticipate both approaches for the Interactive Stormwater Model would be completed within 10 weeks of contract execution.

Please note that the anticipated schedule does not include delays related to COVID.

March 26, 2021

Price Proposal (v3) – Interactive Stormwater Model



MODEL LIMITATIONS

The depiction made in the interactive stormwater model reflects the professional judgment of the project team applying the standard of care consistent with the level of care and skill of other professionals undertaking similar work in the same locality under similar conditions at the date the services are provided. The depiction made in the model is representative based on existing infrastructure but are not guaranteed to represent future infrastructure. For these reasons, the depiction contained in the model provide an understanding of the City's existing objectives based on the knowledge available to Kleinfelder as of the date provided. We disclaim any undertaking to update the model in the future.

The interactive stormwater model (including the design, supplies, materials, documents) are provided without any guarantees or warranty. In association with the Interactive Stormwater Model, Kleinfelder makes no warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, of title, or of noninfringement of third party rights. Use of the model (including any of its components) is at the user's risk. No warranties of any kind, expressed or implied, are provided, including usage, merchantability, content, interpretation, sequence, accuracy, currency or timeliness. Materials and supplies used to design the model may not be the most currently available and are subject to change.

The interactive stormwater model should be accepted and used by the City of Norman with the understanding that the model will be used for education and outreach purposes only and for no other purpose. No liability is assumed as to the accuracy, sufficiency or suitability of the information contained in the model for any other particular use. Kleinfelder assumes no liability whatsoever associated with the use or misuse of such model.

Any reliance upon the model to make conclusions is at the sole discretion and risk of the user. This information is provided with the understanding that the model is not guaranteed to be accurate or correct and assumes no responsibility for errors or omissions.

Attached are six contracts that were executed on October 5, 2021 by the City Manager after review by the Legal Department. Each of these contracts are part of the CDBG Program for FYE21 that was approved and appropriated by Council. Also included is a copy of the two RFP's used for the solicitation.

The activities were solicited by the use of two RFP's as defined below:

RFP 2021-46 Acquisition of Property by a Non-Profit

K-2122-41 \$25,000 Norman Alcohol Information Center dba The Virtue Center

RFP-2122-47 Rehabilitation by a Non-Profit

K-2122-36 \$25,000 Council for Developmental Disabilities, Inc. dba ABLE Community Based Services

K-2122-37 \$25,000 Center for Children and Families, Inc.

K-2122-38 \$25,000 Community Services Building, Inc.

K-2122-39 \$25,000 Mary Abbott Children's House, Inc.

K-2122-40 \$14,425 Thunderbird Clubhouse Board, Inc.

Please let me know if you have any questions.

Lisa D. Krieg
CDBG Grants Manager

Contract No. K-2122-36

This Agreement, made and entered into this, 5th day of October, 2021 by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Council for Developmental Disabilities, Inc. dba ABLE Community Based Services** hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-20-MC-40-0002 and the HOME Investment Partnerships Program M-20-MC-40-0204, a portion of which are to be distributed to Agency for the uses provided herein;

For and in consideration of the activities agreed to be performed herein as described within RFP-2021-66, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of \$25,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of Grant Number B-20-MC-40-0002 and M-20-MC-40-0204 by and between the U.S. Department of Housing and Urban Development and the City.

Agency further agrees that the above-mentioned activities will be completed by and that all necessary information and activities will be completed by Agency and reported to City no later than June 30, 2022.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program, the HOME Investment Partnerships Program and the 2 CFR Part 200 Uniform Administrative Requirements to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant and HOME Investment Partnerships Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program and HOME Investment Partnerships Program Contract are applicable hereto.

Budget

Rehabilitation as proposed in RFP 2021-66	\$25,000
Total Budget	<u>\$25,000</u>

General Provisions -- Records & Reports:

Agency shall maintain financial records documenting actual expenditures related to these activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Program Income:

Program income generated by Agency from the use of City of Norman funds shall be recorded. Agency may retain program income and expend it only on those activities noted in this contract. Any program income on hand when this contract expires, or received after the contract expiration, shall be paid to the City of Norman; or if a subsequent contract is executed, shall be applied to the terms of the subsequent contract. (In accordance with 24 CFR 570.504(c).)

Uniform Administrative Requirement:

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 560 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

Suspension and Termination:

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

Reversion of Assets:

Upon expiration of this contract Agency shall transfer to the City of Norman any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of City of Norman CDBG funds. Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of \$25,000 must either:

"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. (Reimbursement is not required five years front date of expiration of this contract.)"

Payment:

Agency agrees to submit an invoice which reflects the direct costs under this Contract. The City will make payments from these invoices. Each invoice in excess of \$25,000 must be accompanied by a notarized affidavit provided by the City. The City will provide to Agency invoices to be used with payment requests.

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

**Council for Developmental Disabilities, Inc.
dba ABLE Community Based Services**

William V. Huntington
Board President

Attest:

Darrel A. Byrum
Board Secretary



Subscribed and sworn to before me this 21 day of September, 2021.

Saskia Collins
Notary Public
My Commission expires: 11-14-24

The City of Norman, Oklahoma

Darrel Pyle
Darrel Pyle, City Manager

Attest:

Brenda Hall
Brenda Hall, City Clerk



Approved as to form and legality this 5 day of October, 2021.

[Signature]
City Attorney's Office

Contract No. K-2122-37

This Agreement, made and entered into this, 5th day of October, 2021 by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Center for Children and Families, Inc.** hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-20-MC-40-0002 and the HOME Investment Partnerships Program M-20-MC-40-0204, a portion of which are to be distributed to Agency for the uses provided herein;

For and in consideration of the activities agreed to be performed herein as described within RFP-2021-66, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of \$25,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of Grant Number B-20-MC-40-0002 and M-20-MC-40-0204 by and between the U.S. Department of Housing and Urban Development and the City.

Agency further agrees that the above-mentioned activities will be completed by and that all necessary information and activities will be completed by Agency and reported to City no later than June 30, 2022.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program, the HOME Investment Partnerships Program and the 2 CFR Part 200 Uniform Administrative Requirements to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant and HOME Investment Partnerships Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program and HOME Investment Partnerships Program Contract are applicable hereto.

Budget

Rehabilitation as proposed in RFP 2021-66	\$25,000
Total Budget	<u>\$25,000</u>

General Provisions -- Records & Reports:

Agency shall maintain financial records documenting actual expenditures related to these activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Program Income:

Program income generated by Agency from the use of City of Norman funds shall be recorded. Agency may retain program income and expend it only on those activities noted in this contract. Any program income on hand when this contract expires, or received after the contract expiration, shall be paid to the City of Norman; or if a subsequent contract is executed, shall be applied to the terms of the subsequent contract. (In accordance with 24 CFR 570.504(c).)

Uniform Administrative Requirement:

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 560 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

Suspension and Termination:

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

Reversion of Assets:

Upon expiration of this contract Agency shall transfer to the City of Norman any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of City of Norman CDBG funds. Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of \$25,000 must either:

"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. (Reimbursement is not required five years front date of expiration of this contract.)"

Payment:

Agency agrees to submit an invoice which reflects the direct costs under this Contract. The City will make payments from these invoices. Each invoice in excess of \$25,000 must be accompanied by a notarized affidavit provided by the City. The City will provide to Agency invoices to be used with payment requests.

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

Center for Children and Families, Inc.

Nitzy
Board President



Attest:

Maura
Board Secretary

Subscribed and sworn to before me this 16 day of September, 2021.

Saskia Collins
Notary Public

My Commission expires: 11-14-24

The City of Norman, Oklahoma

Darrel Pyle
Darrel Pyle, City Manager



Attest:

Brenda Hall
Brenda Hall, City Clerk

Approved as to form and legality this 5 day of October, 2021.

[Signature]
City Attorney's Office

Contract No. K-2122-38

This Agreement, made and entered into this, 5th day of October, 2021 by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Community Services Building, Inc.** hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-20-MC-40-0002 and the HOME Investment Partnerships Program M-20-MC-40-0204, a portion of which are to be distributed to Agency for the uses provided herein;

For and in consideration of the activities agreed to be performed herein as described within RFP-2021-66, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of \$25,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of Grant Number B-20-MC-40-0002 and M-20-MC-40-0204 by and between the U.S. Department of Housing and Urban Development and the City.

Agency further agrees that the above-mentioned activities will be completed by and that all necessary information and activities will be completed by Agency and reported to City no later than June 30, 2022.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program, the HOME Investment Partnerships Program and the 2 CFR Part 200 Uniform Administrative Requirements to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant and HOME Investment Partnerships Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program and HOME Investment Partnerships Program Contract are applicable hereto.

Budget

Rehabilitation as proposed in RFP 2021-66	\$25,000
Total Budget	<u>\$25,000</u>

General Provisions -- Records & Reports:

Agency shall maintain financial records documenting actual expenditures related to these activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Program Income:

Program income generated by Agency from the use of City of Norman funds shall be recorded. Agency may retain program income and expend it only on those activities noted in this contract. Any program income on hand when this contract expires, or received after the contract expiration, shall be paid to the City of Norman; or if a subsequent contract is executed, shall be applied to the terms of the subsequent contract. (In accordance with 24 CFR 570.504(c).)

Uniform Administrative Requirement:

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 560 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

Suspension and Termination:

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

Reversion of Assets:

Upon expiration of this contract Agency shall transfer to the City of Norman any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of City of Norman CDBG funds. Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of \$25,000 must either:

"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. (Reimbursement is not required five years front date of expiration of this contract.)"

Payment:

Agency agrees to submit an invoice which reflects the direct costs under this Contract. The City will make payments from these invoices. Each invoice in excess of \$25,000 must be accompanied by a notarized affidavit provided by the City. The City will provide to Agency invoices to be used with payment requests.

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

Community Services Building, Inc.

[Signature]
Board President

Attest:

[Signature]
Board Secretary

Subscribed and sworn to before me this 19th day of August, 2021.



[Signature]
Notary Public

My Commission expires: 8-7-2022

The City of Norman, Oklahoma

[Signature]
Darrel Pyle, City Manager



Attest:

[Signature]
Brenda Hall, City Clerk

Approved as to form and legality this 5 day of October, 2021.

[Signature]
City Attorney's Office

Contract No. K-2122-39

This Agreement, made and entered into this, **5th day of October, 2021** by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Mary Abbott Childen’s House, Inc.** hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-20-MC-40-0002 and the HOME Investment Partnerships Program M-20-MC-40-0204, a portion of which are to be distributed to Agency for the uses provided herein;

For and in consideration of the activities agreed to be performed herein as described within RFP-2021-66, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of \$25,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of Grant Number B-20-MC-40-0002 and M-20-MC-40-0204 by and between the U.S. Department of Housing and Urban Development and the City.

Agency further agrees that the above-mentioned activities will be completed by and that all necessary information and activities will be completed by Agency and reported to City no later than June 30, 2022.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program, the HOME Investment Partnerships Program and the 2 CFR Part 200 Uniform Administrative Requirements to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant and HOME Investment Partnerships Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program and HOME Investment Partnerships Program Contract are applicable hereto.

Budget

Rehabilitation as proposed in RFP 2021-66		\$25,000
Total Budget		\$25,000

General Provisions -- Records & Reports:

Agency shall maintain financial records documenting actual expenditures related to these activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Program Income:

Program income generated by Agency from the use of City of Norman funds shall be recorded. Agency may retain program income and expend it only on those activities noted in this contract. Any program income on hand when this contract expires, or received after the contract expiration, shall be paid to the City of Norman; or if a subsequent contract is executed, shall be applied to the terms of the subsequent contract. (In accordance with 24 CFR 570.504(c).)

Uniform Administrative Requirement:

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 560 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

Suspension and Termination:

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

Reversion of Assets:

Upon expiration of this contract Agency shall transfer to the City of Norman any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of City of Norman CDBG funds. Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of \$25,000 must either:

"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. (Reimbursement is not required five years front date of expiration of this contract.)"

Payment:

Agency agrees to submit an invoice which reflects the direct costs under this Contract. The City will make payments from these invoices. Each invoice in excess of \$25,000 must be accompanied by a notarized affidavit provided by the City. The City will provide to Agency invoices to be used with payment requests.

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

Mary Abbott Children's House, Inc.



Board President

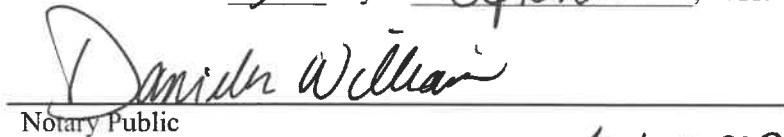
Attest:



Board Secretary



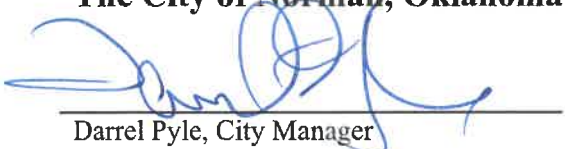
Subscribed and sworn to before me this 3rd day of September, 2021.



Notary Public

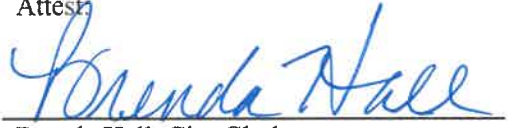
My Commission expires: April 13, 2022

The City of Norman, Oklahoma



Darrel Pyle, City Manager

Attest:



Brenda Hall, City Clerk



Approved as to form and legality this 5 day of October, 2021.



City Attorney's Office

Contract No. K-2122-40

This Agreement, made and entered into this, 5th day of October, 2021 by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Thunderbird Clubhouse Board, Inc.** hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-20-MC-40-0002 and the HOME Investment Partnerships Program M-20-MC-40-0204, a portion of which are to be distributed to Agency for the uses provided herein;

For and in consideration of the activities agreed to be performed herein as described within RFP-2021-66, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of \$25,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of Grant Number B-20-MC-40-0002 and M-20-MC-40-0204 by and between the U.S. Department of Housing and Urban Development and the City.

Agency further agrees that the above-mentioned activities will be completed by and that all necessary information and activities will be completed by Agency and reported to City no later than June 30, 2022.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program, the HOME Investment Partnerships Program and the 2 CFR Part 200 Uniform Administrative Requirements to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant and HOME Investment Partnerships Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program and HOME Investment Partnerships Program Contract are applicable hereto.

Budget

Rehabilitation as proposed in RFP 2021-66	\$14,425
Total Budget	<u>\$14,425</u>

General Provisions -- Records & Reports:

Agency shall maintain financial records documenting actual expenditures related to these activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Program Income:

Program income generated by Agency from the use of City of Norman funds shall be recorded. Agency may retain program income and expend it only on those activities noted in this contract. Any program income on hand when this contract expires, or received after the contract expiration, shall be paid to the City of Norman; or if a subsequent contract is executed, shall be applied to the terms of the subsequent contract. (In accordance with 24 CFR 570.504(c).)

Uniform Administrative Requirement:

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 560 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

Suspension and Termination:

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

Reversion of Assets:

Upon expiration of this contract Agency shall transfer to the City of Norman any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of City of Norman CDBG funds. Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of \$25,000 must either:

"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. (Reimbursement is not required five years front date of expiration of this contract.)"

Payment:

Agency agrees to submit an invoice which reflects the direct costs under this Contract. The City will make payments from these invoices. Each invoice in excess of \$25,000 must be accompanied by a notarized affidavit provided by the City. The City will provide to Agency invoices to be used with payment requests.

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

Thunderbird Clubhouse Board, Inc.

[Handwritten Signature]

Board President

Attest:

[Handwritten Signature]

Board Secretary



Subscribed and sworn to before me this 30th day of August, 2021.

[Handwritten Signature: Nancy Kruckeberg]
Notary Public

My Commission expires: 10-17-21

The City of Norman, Oklahoma

[Handwritten Signature]
Darrel Pyle, City Manager

Attest:

[Handwritten Signature: Brenda Hall]

Brenda Hall, City Clerk



Approved as to form and legality this 5 day of October, 2021.

[Handwritten Signature]
City Attorney's Office

Contract No. K-2122-41

This Agreement, made and entered into this, 5th day of October, 2021, by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Norman Alcohol Information Center, Inc. dba The Virtue Center** hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-19-MC-40-0002 and the HOME Investment Partnerships Program M-19-MC-40-0204, a portion of which are to be distributed to Agency for the uses provided herein;

For and in consideration of the activities agreed to be performed herein as described within RFP-2021-47, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of \$25,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of Grant Number B-19-MC-40-0002 and M-19-MC-40-0204 by and between the U.S. Department of Housing and Urban Development and the City.

Agency further agrees that the above-mentioned activities will be completed by and that all necessary information and activities will be completed by Agency and reported to City no later than June 30, 2022.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program, the HOME Investment Partnerships Program and the 2 CFR Part 200 Uniform Administrative Requirements to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant and HOME Investment Partnerships Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program and HOME Investment Partnerships Program Contract are applicable hereto.

Budget

Acquisition of Property as proposed in RFP 2021-47	\$25,000
Total Budget	<u>\$25,000</u>

General Provisions -- Records & Reports:

Agency shall maintain financial records documenting actual expenditures related to these activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Program Income:

Program income generated by Agency from the use of City of Norman funds shall be recorded. Agency may retain program income and expend it only on those activities noted in this contract. Any program income on hand when this contract expires, or received after the contract expiration, shall be paid to the City of Norman; or if a subsequent contract is executed, shall be applied to the terms of the subsequent contract. (In accordance with 24 CFR 570.504(c).)

Uniform Administrative Requirement:

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 560 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

Suspension and Termination:

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

Reversion of Assets:

Upon expiration of this contract Agency shall transfer to the City of Norman any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of City of Norman CDBG funds. Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of \$25,000 must either:

"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. (Reimbursement is not required five years front date of expiration of this contract.)"

Payment:

Agency agrees to submit an invoice which reflects the direct costs under this Contract. The City will make payments from these invoices. Each invoice in excess of \$25,000 must be accompanied by a notarized affidavit provided by the City. The City will provide to Agency invoices to be used with payment requests.

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

Norman Alcohol and Information Center, Inc. dba The Virtue Center

Beth McGinn
Board President

Attest:

Jeanne Miller
Board Secretary

Subscribed and sworn to before me this 24 day of August, 2021.



Towdy J Bartlett
Notary Public

My Commission expires: 6-22-23

The City of Norman, Oklahoma

Darrel Pyle
Darrel Pyle, City Manager

Attest:

Brenda Hall
Brenda Hall, City Clerk



Approved as to form and legality this 5 day of October, 2021.

[Signature]
City Attorney's Office

File Attachments for Item:

8. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$40,196.21 FOR THE PURCHASE OF ONE (1) ZOLL X SERIES MONITOR/DEFIBRILLATOR WITH ACCESSORIES FROM THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION BOARD OF DIRECTORS TO BE USED BY THE NORMAN FIRE DEPARTMENT AND BUDGET APPROPRIATION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/9/2021

REQUESTER: Justin Garrett, EMS Director

PRESENTER: Travis King, Fire Chief

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$40,196.21 FOR THE PURCHASE OF ONE (1) ZOLL X SERIES MONITOR/DEFIBRILLATOR WITH ACCESSORIES FROM THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION BOARD OF DIRECTORS TO BE USED BY THE NORMAN FIRE DEPARTMENT AND BUDGET APPROPRIATION.

BACKGROUND:

In 2005, the Firehouse Subs founders established the 501(c)(3), non-profit Firehouse Subs Public Safety Foundation. The charity provides lifesaving equipment, prevention education, scholarships and continued education, and disaster relief for first responders and public safety organizations, as well as support for members of the military.

DISCUSSION:

In August of 2021 Norman Fire Department submitted a grant application to Firehouse Subs Public Safety Foundation for the purchase of a ZOLL X Series Monitor. On October 5th, 2021 we were notified that the Norman Fire Department had been selected and awarded a grant in the amount of \$40,196.21 towards the purchase of the ZOLL X Series Monitor. This ZOLL X Series Monitor is the same version of the one that is currently being utilized by our Emergency Medical Service provider, EMSstat. This monitor has the capabilities of recognizing an ST Elevated Myocardial Infarction (STEMI) and allowing the receiving hospital ample time to prepare the Catheterization Laboratory for the incoming patient. This monitor can also perform Defibrillation (if someone's heart has stopped), Transcutaneous Pacing (if the heart is beating too slowly) and Synchronized Cardioversion (if the heart is beating too fast) procedures.

The procurement process for the grant award will be determined by the Firehouse Subs Public Safety Foundation Board of Directors Foundation, and we will be notified no later than Friday, December 3, 2021 to initiate the process.

RECOMMENDATION:

It is recommended that City Council accept the donation of a grant in the amount of \$40,196.21 for the purchase of a Zoll X Series Monitor/Defibrillator & Accessories from the Firehouse Subs Public Safety Foundation Board of Directors and proceed with the specified procurement process. It is also recommended that the grant receipts be recorded into Donations-Organizations (account 109-363373) and that \$40,197 be appropriated into Plant & Operating Equipment-Rescue (account 10664143-45114).

From: Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>
Date: October 5, 2021 at 10:33:22 CDT
To: Justin Garrett <Justin.Garrett@normanok.gov>, Jason Smith <Jason.Smith@normanok.gov>
Cc: Jose Morales <jose.morales@firehousesubs.com>, Coby Jones <coby.jones@firehousesubs.com>, Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>, Ty Lowry <ty.lowry@firehousesubs.com>
Subject: EXTERNAL EMAIL : APPROVED: Firehouse Subs Public Safety Foundation Grant

Dear Justin & Jason,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors has awarded the **City of Norman, on behalf of Norman Fire Department in Norman, OK** the requested **Zoll X Series Monitor/Defibrillator & Accessories (Excluding Service Plan)** valued at up to **\$40,196.21**. If your grant award must be approved by your city council, please add this item to the agenda immediately, and contact us with the meeting date.

PROCUREMENT:

The procurement process for your grant award will be determined by our Foundation, and we will contact you no later than Friday, December 3, 2021 to initiate the process. Do not make any advanced purchases, as failure to adhere to our chosen method will jeopardize your grant award.

If you have any fulfillment questions, please email Procurementfoundation@firehousesubs.com.

PUBLIC RELATIONS (PR) NOTES

- PR announcements from your organization regarding the grant award are optional. If you choose to share the good news, please use the attached press release template and/or social media post template and send it back to Foundation@firehousesubs.com and FHSPSF@coynepr.com for review and approval (allowing for 72 hours turnaround time). *Please do not pitch or post before receiving approval from the Foundation team.*

Use of the Firehouse Subs Public Safety Foundation logo:

- We ask that your organization acknowledges the grant by displaying our Foundation logo on granted items/equipment whenever possible. Our Foundation logo is attached for your convenience. Please note that the final artwork will need to be approved by our Foundation via Foundation@firehousesubs.com before being displayed.

Did you know?

More than 70% of the funds raised for the Firehouse Subs Public Safety Foundation come from the generosity of Firehouse Subs guests and the restaurant brand? Please consider supporting a Firehouse Subs restaurant near you.

We are very excited to assist your organization and ultimately improve the lifesaving capabilities of your community.

Firehouse Subs Public Safety Foundation

foundation@firehousesubs.com

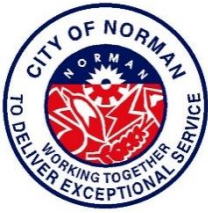
FirehouseSubsFoundation.org

[Twitter](#) [Facebook](#)

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File Attachments for Item:

9. CONSIDERATION OF APPROVAL, AUTHORIZATION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EXPENDITURE NO. SEVEN FOR ON-CALL CONTRACT K-1314-102: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND SMITH-ROBERTS LAND SERVICES, INC., IN THE AMOUNT OF \$29,005 TO PROVIDE ADDITIONAL RIGHT OF WAY ACQUISITION SERVICES FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, AUTHORIZATION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EXPENDITURE NO. SEVEN FOR ON-CALL CONTRACT K-1314-102: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND SMITH-ROBERTS LAND SERVICES, INC., IN THE AMOUNT OF \$29,005 TO PROVIDE ADDITIONAL RIGHT OF WAY ACQUISITION SERVICES FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

BACKGROUND:

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

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

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

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

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

The Porter Avenue and Acres Avenue Intersection Project began construction in November of 2020 and will complete construction in November of 2021. The Porter Avenue Streetscape project has been approved to receive federal funds to aid in the construction costs and is anticipated to be out for bid in spring of 2022 pending right of way and utility relocations and ODOT environmental review.

On September 10, 2019, the Norman City Council approved Amendment No. 2 to Contract No. K-1213-165 for the design of the Porter Avenue Streetscape project including the portion of the project from Robinson Avenue to Hughbert Street, which coincides with the northern boundary of the Porter Avenue and Acres Street Intersection Project.

On April 28, 2020, the Norman City Council approved Amendment No. 3 to Contract No. K-1213-165 for the design of the Porter Avenue Streetscape project which expands the design scope to encompass the full project, adding the section of Porter Avenue from the southern boundary of the Porter Avenue and Acres Street Intersection Bond Project to Alameda Street.

On July 13 2021, the Norman City Council approved Authorization for Expenditure No. 6 under on-call Contract No. K-1314-102, with Smith-Roberts Land Services (SRLS), in the amount of \$89,055, for right of way acquisition services.

DISCUSSION:

As design has progressed, changes to the right of way required have necessitated changes to the services required from SRLS for right of way acquisition services. In refining the design, four (4) additional parcels were found to need easements to complete construction and four (4) parcels were found to not require additional easements. These changes require additional title work. Upon receiving final legal descriptions for the parcels, it was further determined that four (4) parcels total would require appraisals due to the cost of the easements and damages exceeding \$10,000.00.

SRLS has requested a fee increase of \$29,005 to provide services for these scope changes.

RECOMMENDATION:

Staff recommends approval of Authorization for Expenditure No. Seven, under Contract No. K-1314-102 between the City of Norman, OK and Smith-Roberts Land Services, Inc., in an amount not-to-exceed \$29,005, to provide acquisition services under an on-call contract utilizing funds from the Porter Avenue Streetscape Bond Project (Account No. 50594019-46001, Project No. BP0418).



October 28, 2021

Mr. Paul D’Andrea, PE
Project Manager
The City of Norman
420 W. Main Street, Ste. 700
Oklahoma City, OK 73102

Re: Right of Way Services – **FEE AMENDMENT**
Porter Avenue Streetscape - Robinson to Alameda

Dear Mr. D’Andrea:

Per your request, Smith-Roberts Land Services (SRLS) is pleased to provide our proposal to amend our fees due to changes in the design and our scope of services. Fees below include appraisal reports, review appraisals appraisal acquisitions and project management for appraisal related tasks for your Porter Avenue Streetscape (Robinson to Alameda) project. Also itemized below are other fee changes related to changes in type of acquisition (from waiver acquisition to appraisal acquisition) and changes in ownership and design. This proposal is based on information you have provided.

The proposal is as follows:

NEW - Appraisal Related Tasks

	Hours	Rate	TOTAL
Appraisals (Grace & Sons)	135	\$ 95.00	\$ 12,825.00
Review Appraisals (Massey & Associates)	38	\$ 95.00	\$ 3,610.00
Acquisition - Appraisals	114	\$ 95.00	\$ 10,830.00
Appraisal Project Management	16	\$ 104.00	\$ 1,664.00
		Subtotal	\$ 28,929.00

Changes in Acquisition, Ownerships/Design

	Hours	Rate	TOTAL
Title	10	\$ 95.00	\$ 950.00
Acquisition - Waiver Valuation	-30	\$ 95.00	\$ (2,850.00)
Project Management - Waiver Valuation	19	\$ 104.00	\$ 1,976.00
		Subtotal	\$ 76.00

GRAND TOTAL - ESTIMATED ADDITIONAL FEES \$ 29,005.00

Note:

- This is a “Not-to-Exceed Proposal”.

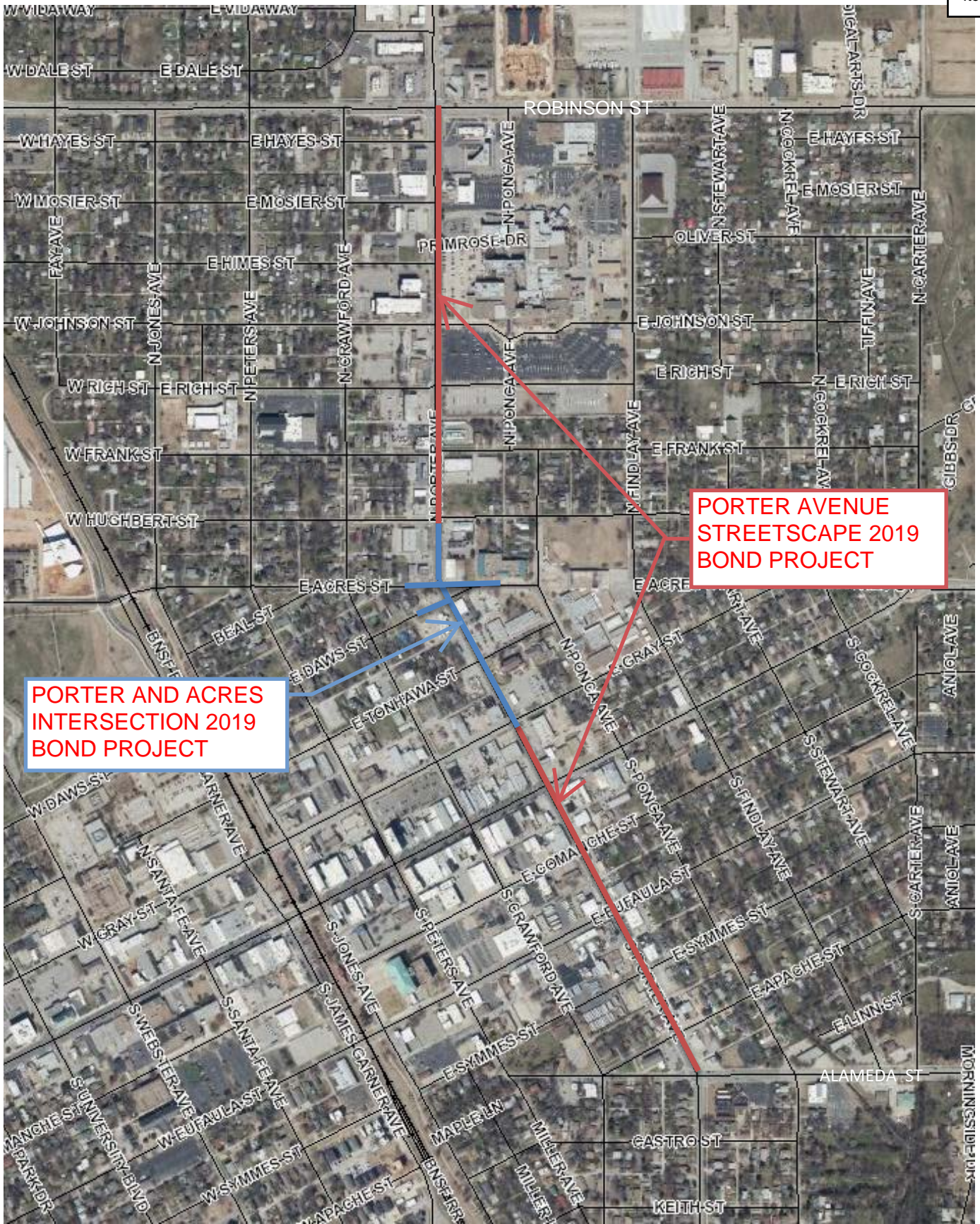
If these fees are acceptable, please provide a “Notice to Proceed.

Thank you for this opportunity.

Sincerely,


Mark W. Bilyeu, SR/WA, R/W-URAC
President

MWB/dlh



Porter Avenue Streetscape Widening Project Location Map



Porter Ave from Alameda to Gray St
West Side

Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
16		201	111+32	111+82	S.W. Armstrong, Jr.
12	1295		101+02	102+02	Goodman Investments, LLC
12.1	337		112+02	113+42	Liberty National Bank & Trust CO.
11	43		116+96	117+22	Goodman, Inc.

Porter Ave from Alameda to Gray St
East Side

Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
1	287		100+07	100+42	Bradley K. Goodman
1.1		485	100+07	100+42	Bradley K. Goodman
2	871		100+62	102+02	BI P, LLC
2.1		10	100+62	100+66	BI P, LLC
3	392		102+82	104+22	Goodman Investments, LLC
3.1		913	102+82	104+22	Goodman Investments, LLC
4	330		104+42	105+82	Hollingsworth, Phil & Christie Ann-Rev. TRT-CO Trtees 1/5
5	211		106+62	108+03	Goodman Investments, LLC
5.1		2602	106+62	108+03	Goodman Investments, LLC
6A	342		108+22	108+56	Plaza Inn, Inc.
6B	75		109+54	109+62	Plaza Inn, Inc.
6.1		2751	108+22	109+62	Plaza Inn, Inc.
7		2961	112+02	113+43	Rowland, Meredith & Jeff- Liv Trt D & J Land, LLC
8		2889	112+02	113+43	Rowland, Meredith & Jeff- Liv Trt D & J Land, LLC
9		58	114+22	115+62	Goodman, Inc.
10	1296		116+63	117+22	North Porter Center, LLC
10.1		147	116+63	117+22	North Porter Center, LLC

Porter Ave from Hughbert to Robinson St
West Side

Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
21		34	136+88	136+92	Boomer's Express Corp.
14	65		143+93	144+02	Vaughn, Jes sie M - 2003 Rev Liv Trust-Trustee
15	812		144+58	145+88	Physicians & Surgeons Medical, LLC
17	546		147+92	149+22	Physicians & Surgeons Medical, LLC
18	184		149+69	150+68	Rieger, LLC
18.1		22	150+61	150+68	Rieger, LLC
19		359	155+31	155+71	Mark Stanley A- Rev Trt

Porter Ave from Hughbert to Robinson St
East Side

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

10/12/2021 4:02 PM
SCPrice
LOCATION MAP
Location Map - ODOT - LOCATION MAP
Location Map - ODOT.dwg

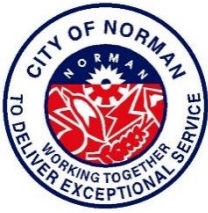


NORMAN R/W EXHIBIT

CLEVELAND COUNTY
10/11/2021

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2021-5: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY DECREASING THE CONTRACT BY \$27,814.96 FOR A REVISED CONTRACT AMOUNT OF \$700,510.54 AND ADDING 146 CALENDAR DAYS TO THE CONTRACT FOR THE PICKARD AVENUE RECONSTRUCTION PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$35,025.53.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/9/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE : CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2021-5: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY DECREASING THE CONTRACT BY \$27,814.96 FOR A REVISED CONTRACT AMOUNT OF \$700,510.54 AND ADDING 146 CALENDAR DAYS TO THE CONTRACT FOR THE PICKARD AVENUE RECONSTRUCTION PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$35,025.53.

BACKGROUND:

In the Norman General Obligation Bond Election of 2016, voters approved the Street Maintenance Bond Program, a 5-year, 4-phase program to address maintenance needs on neighborhood streets. The four categories include (1) Urban Asphalt Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction and (4) Rural Road Rehabilitation. Prior to the election, the City provided a list of all streets included in the program based upon the pavement condition data from the City's current Pavement Management System. The following is the list of Road Reconstruction projects included in the 2016 GOB Election:

- 2017 Lahoma Street - Gray Street to Nebraska Street
- 2018 Lahoma Street - Nebraska Street to Hughbert Street
- 2019 Walnut Road - South 2700 Block to Imhoff Road
- 2020 McCall Drive - Chautauqua Avenue to Pickard Avenue
- 2021 Pickard Avenue - Kansas Street to Acres Street

Pickard Avenue is located in an established residential neighborhood. The current roadway is constructed of concrete pavement with curb and gutter. The concrete pavement is in poor condition, and the substructure has failed in several locations along the 0.50 lane-mile stretch of the roadway. The reconstruction project involves removal of the existing pavement and curb and gutter, stabilizing the subgrade, installing new storm sewer, and placing new asphalt pavement and ADA compliant driveways.

On March 14, 2017, City Council awarded Contract K-1617-98 to Atkins North America Inc., of Norman, Oklahoma in the amount of \$112,900.00 for Final Design Services for the Pickard Avenue Reconstruction Project.

On April 28, 2020, City Council approved Amendment No. 1 to Contract K-1617-98 with Atkins North America, Inc., in the amount of \$19,500 for additional engineering and design services to address existing drainage issues for the Pickard Avenue Reconstruction Project to include Iowa Street from Flood Avenue to Pickard Avenue.

On September 22, 2020, City Council approved Contract K-2021-5 in the amount of \$609,626 for the Pickard Avenue Reconstruction Project with Nash Construction Company of Oklahoma City, Oklahoma.

On October 27, 2020, City Council approved Change Order No. 1 to Contract K-2021-5 in the amount of \$118,699.50 to include an additional section of Iowa Street between Flood Avenue and Pickard Avenue at Council's request to the Pickard Avenue Reconstruction Project with Nash Construction Company of Oklahoma City, Oklahoma increasing the contract amount to \$728,325.50.

DISCUSSION:

Construction projects are awarded to the lowest responsible bidder. Contractor bids are determined using estimated plan quantities multiplied by the contractor's unit prices for all bid items of the contract. The total of all of these costs represents the contractor's bid. During construction, each quantity is verified in the field and the contractor is to be reimbursed based on the actual quantity of materials and/or labor used.

Of the forty (40) bid items, eleven (11) items had a quantity change. Four (4) quantity changes resulted in increased cost, while seven (7) quantity changes resulted in decreased cost for an overall contract decrease of \$27,814.96 or 3.82%. The contract decreased from \$728,325.50 to \$700,510.54. Please see the attached Change Order No. 2 for a complete list of bid item cost increases and decreases.

The final payment amount owed to Nash Construction Company is \$35,025.53, which includes the full 5% retainage.

RECOMMENDATION 1:

Staff recommends that Change Order No. 2, decreasing Contract K-2021-5 for the Pickard Avenue Reconstruction Project with Nash Construction Company by \$27,814.96 from \$728,325.50 to \$700,510.54 be approved.

RECOMMENDATION 2:

Staff further recommends final acceptance of the Pickard Avenue Reconstruction Project, Contract K-2021-5, and final payment to Nash Construction Company be approved in the amount of \$35,025.53.

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

Item 10.

CHANGE ORDER NO. 2

DATE: November 9, 2021

CONTRACT NO.: K-2021-5

SUBMITTED BY: Joseph Hill

PROJECT: Pickard Avenue Reconstruction Project

CONTRACTOR: Nash Construction Company, Inc.
700 S Irving
Oklahoma City, Oklahoma 73129

Original Completion Date: March 4, 2021

Previous Completion Date: April 7, 2021
609,656.00

ORIGINAL CONTRACT AMOUNT \$

(Increase) this change order 146 Calendar Days

New Completion Date: August 31, 2021
728,325.50

PRESENT CONTRACT AMOUNT \$

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$12,732.25	-\$40,547.21

NET CHANGE -\$27,814.96

REVISED CONTRACT AMOUNT \$700,510.54

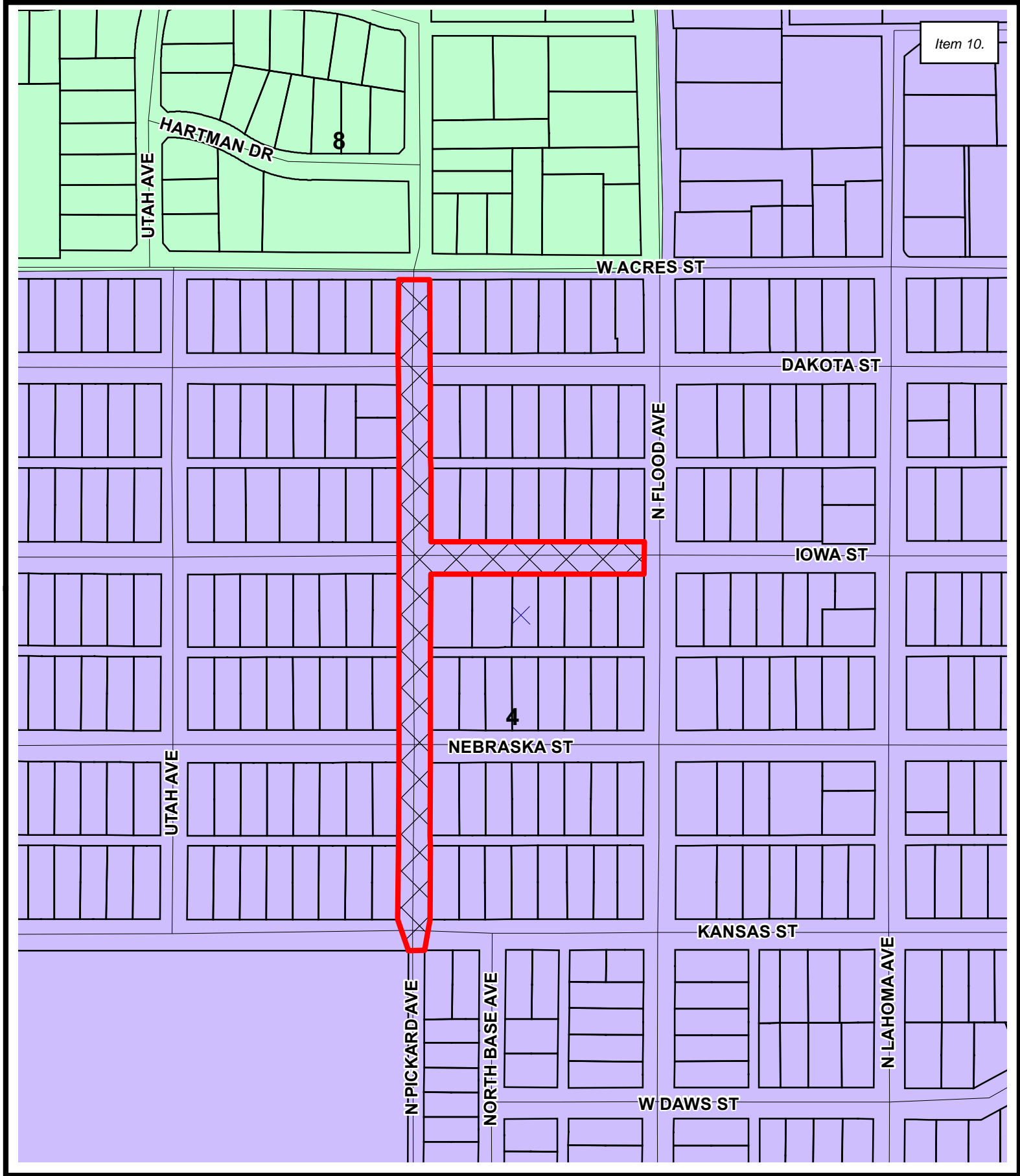
See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREASE	
4	TEMPORARY FIBER LOG	LF	300.00		-300.00		-\$2,700.00	
5	SOLID SLAB SODDING	S.Y.	1269.00		-157.89		-\$1,105.23	
11	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	366.00	26.99		\$2,429.10		
12	P.C CONCRETE PAVEMENT (PLACEMENT)	S.Y.	1272.00		-118.03		-\$2,950.75	
13	P.C CONCRETE FOR PAVEMENT	C.Y.	213.00		-19.67		-\$3,540.60	
17	4" CONCRETE SIDEWALK	S.Y.	792.00	0.07		\$3.15		
18	6" CONCRETE DRIVEWAY	S.Y.	670.00		-0.01		-\$0.63	
21	INLET CI DES. 2 (STD)	E.A.	5.00	2.00		\$9,100.00		
24	18" R.C. PIPE CLASS III	L.F.	656.00		-350.00		-\$28,000.00	
39	LOWER EXISTING WATER SERVICE LINES	E.A.	8.00		-3.00		-\$2,250.00	
40	ODOT TYPE A AGGREGATE	TON	100.00	30.00		\$1,200.00		
						TOTALS	\$12,732.25	-\$40,547.21
						DIFFERENCE	-\$27,814.96	

CONTRACTOR: Mark Wilson
 ENGINEER: Brandon Brooks
 CITY ATTORNEY: [Signature]
 ACCEPTED BY: _____
 (Mayor)

DATE: 10-8-21
 DATE: 10/8/21
 DATE: 10/22/21
 DATE: _____



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.

Pickard Avenue Reconstruction Project & Iowa Street





Jul 20, 2021 at 10:29:17 AM
700-750 N Pickard Ave
Norman OK 73069
United States

File Attachments for Item:

11. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-120: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$20,734.80 FOR A REVISED CONTRACT AMOUNT OF \$155,584.80 FOR THE 2021 CAMPUS CORNER CAPITAL IMPROVEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, FINAL PAYMENT IN THE AMOUNT OF \$27,477.30 AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

DATE: 11/9/21

REQUESTER: Nate McNeely, Engineering Assistant

PRESENTER: Shawn O’Leary, Director of Public Works

ITEM TITLE: CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-120: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$20,734.80 FOR A REVISED CONTRACT AMOUNT OF \$155,584.80 FOR THE 2021 CAMPUS CORNER CAPITAL IMPROVEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, FINAL PAYMENT IN THE AMOUNT OF \$27,477.30 AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The developers and the local business community in the Campus Corner area (the “community”) requested City support in addressing infrastructure improvements. This area runs east & west from Asp Avenue to University Boulevard and north & south from Boyd Street to White Street. The community brought forth a presentation of 30 areas that required repair/replacement of curbs, sidewalk and ADA ramps. Engineering Division staff surveyed the area, and identified significantly more areas that required remediation. To control project costs, City staff developed a project package which included the 30 identified areas plus 11 additional areas.

A critical element of this project was rapid mobilization and project execution to ensure the work was complete and contractors were demobilized by August 13, 2021, when University of Oklahoma students and their families would return for the Fall 2021 semester. Due to this time constraint, this project moved swiftly from customer request to complete project package and bid solicitation in less than a week. The available budget for this project was \$200,000 from the Capital Fund, Community-Neighborhood Improvements, Construction (Account 505-93373-46101; Project CD0001). This portion of the project addressed the sidewalk, curb, approaches, ramps and parking pay station pads for the Campus Corner improvement initiative.

City Council awarded the contract to Rudy Construction Company on May 25, 2021 in the amount of \$134,850; construction began on June 4, 2021, and was complete by the end of July.

DISCUSSION:

This project had a 15.38% project overrun, resulting in a final cost of \$155,584.80. This \$20,734.80 overrun was due to a couple of factors. First, unforeseen site conditions in this aged town area were exposed during the excavation phase of this project. Specifically:

1. An underground concrete utility vault and concrete access lid were found to be compromised and presented a hazard to pedestrians and a vulnerability to our underground utilities. Although this hazard was unrelated to the project, it required an immediate emergency repair at City cost and Engineering Staff approved the reconstruction by the contractor on site to make the needed repair and avert a work stoppage. The cost of this repair was \$8,000.
2. 26 additional utility covers were found to be detached from their columns and/or required resetting flush with the slope of the new sidewalk to mitigate tripping hazards. The cost of these corrections was \$5,565.

Additionally, a portion of this project was contingent upon obtaining right-of-way from a property owner to relocate a property-owned pipe-rail fence and constructing City-maintained ADA compliant sidewalk along the south-side of White Street. The City and property owner could not reach a legal agreement, and City efforts were redirected to another area identified during the project's pre-development survey. This was considered to be a low-risk/high-reward modification due to: condition of the area, electrical improvements & parking pay station implementation costs being lower than projected.

RECOMMENDATION NO. 1:

Staff recommends the approval of the attached FYE 2021 Campus Corner Capital Improvement Project Change Order No. 1, increasing the original contract by \$20,734.80. Funds are available in the Capital Fund, Citywide Sidewalks and Trails, Construction (Account 505-91179-46101; Project TC0262).

RECOMMENDATION NO. 2:

Staff recommends approval of final acceptance and payment by:

- The transfer of the Change Order No. 1 amount of \$20,734.80 from Citywide Sidewalks (Account 505-91179-46101; Project TC0262) to Community-Neighborhood Improvements (Account 505-93373-46101; Project CD0001).
- Final payment in the amount of \$27,477.30 from Community-Neighborhood Improvements (Account 505-93373-46101; Project CD0001)

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1

DATE: Tuesday, August 10, 2021

CONTRACT NO.: K-2021-120

SUBMITTED BY: Nate McNeely

PROJECT: FYE 2021 CAMPUS CORNER CAPITAL IMPROVEMENT PROJECT

CONTRACTOR: Rudy Construction Company

Address: P.O. Box 14575

City, State, Zip: Oklahoma City, OK 73113

Original Completion Date: August 13, 2021

Previous Completion Date: Unchanged ORIGINAL CONTRACT AMOUNT: \$134,850.00

(Increase) this change order 0 Calendar days


New Completion Date Unchanged PRESENT CONTRACT AMOUNT: \$155,584.80

DESCRIPTION	DECREASE	INCREASE
<u>See Attached "Change Order Detail"</u>	\$0.00	\$20,734.80

Note: This change order is based completely on the unit prices from the original contract. There are no new items.

NET CHANGE: \$20,734.80

REVISED CONTRACT AMOUNT \$155,584.80

CONTRACTOR:  DATE: 8/11/21

ARCH./ENGINEER: _____ DATE: _____

CITY ATTORNEY: _____ DATE: _____

ACCEPTED BY: _____ DATE: _____
(Mayor)

CHANGE ORDER DETAIL
CHANGE ORDER NO. 1
City of Norman
Cleveland Co., Oklahoma

Project Name: FYE 2021 CAMPUS CORNER CAPITAL IMPROVEMENT PROJECT

Design Engineer/Manager: Nate McNeely

Address/Phone: 201 WEST GRAY
NORMAN, OK 73070
405.366.5459

Project Account Number's: CD0001 (2021)

Contract No. K-2021-120

- A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change Orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change Orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a re-advertising for bids on the incomplete portions of the contract.
- D. All change orders shall contain a unit price and total for each of the following items:
1. All materials with cost per item; and
 2. Itemization of all labor with number of hours per operation and cost per hour; and
 3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type; and
 4. Itemization of insurance cost, bond cost, social security, taxes, worker's compensation, employee benefits and overhead cost; and
 5. Profit for the contractor.
- E. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
- F. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection D of this section.
- G. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

CHANGE ORDER (Continued)

CHANGE ORDER NO. 1

PROJECT NAME: FYE 2021 CAMPUS CORNER CAPITAL IMPROVEMENT PROJECT

	Description		
	FYE 2021 Campus Corner Capital Improvement Project		
	Acct. No. 505-91179-46101 Proj. No. CD0001 (2021)		
Item	Description	Decrease	Increase
1	Mobilization		
	Prorated cost of paint crew mobilization/prep, later cancelled		\$1,500.00
3	Earthwork		
	1.07 CY x \$50/CY=		\$53.50
4	Remove Curb		
	24 LF x \$10/LF =		\$240.00
5	Remove Sidewalk		
	71.83 SY x \$90/SY =	\$6,464.70	
6	Remove Pavers		
	76.8 CY x \$90/CY =		\$6,912.00
7	Construct Curb		
	13 LF x \$45/SY =		\$585.00
8	Construct Sidewalk		
	93.85 SY x \$70/SY		\$6,569.50
9	Decorative Concrete		
	26.07 SY x \$150/SY =		\$3,910.50
10	Curb Paint		
	183 LF x \$17/LF	\$3,111.00	
11	ADA Ramp		
	14.2 SY x \$220/SY		\$3,124.00
13	Adjust Meter Box to Grade		
	26 EA x \$265/EA		\$5,565.00
14	Remove Pipe Rail Fence		
	144 LF x \$6/LF	\$864.00	
15	Install Pipe Rail Fence		
	132 LF x \$45/LF	\$5,940.00	
16	Concrete Saw Cuts		
	131 LF x \$5/LF		\$655.00
#	Utilities Vault & Lid		
	1 EA x \$8,000/EA		\$8,000.00
	Subtotals	\$16,379.70	\$37,114.50
	Total net increase FYE 2021 Campus Corner Capital Improvement Project		\$20,734.80

PROJECT NAME: FYE 2021 CAMPUS CORNER CAPITAL IMPROVEMENT PROJECT

		Decrease	Increase
	GRAND TOTAL	\$0.00	\$20,734.80

File Attachments for Item:

12. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-13, CONTRACT K-2122-5 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION COMPANY, L.L.C., IN THE AMOUNT OF \$205,225, PERFORMANCE BOND B-2122-9, STATUTORY BOND B-2122-10, AND MAINTENANCE BOND MB-2122-5 FOR THE GROVER LANE RECONSTRUCTION PROJECT AND RESOLUTION R-2122-5 GRANTING TAX EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Brandon Brooks, Staff Engineer

TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-13, CONTRACT K-2122-5 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION COMPANY, L.L.C., IN THE AMOUNT OF \$205,225, PERFORMANCE BOND B-2122-9, STATUTORY BOND B-2122-10, AND MAINTENANCE BOND MB-2122-5 FOR THE GROVER LANE RECONSTRUCTION PROJECT AND RESOLUTION R-2122-5 GRANTING TAX EXEMPT STATUS.

BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Urban Asphalt Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventative Maintenance. Prior to the election, the City provided a list of all streets included in the program based upon the pavement condition data from the City's current Pavement Management System. The following is the list of Road Reconstruction projects included in the program:

2021	Grover Lane – Berry Road to Hall Avenue
2021	McCullough Street – Monnett Avenue to Front Street
2022	Juniper Lane – Chautauqua Avenue to Lahoma Avenue
2022	Fairfield Drive – McCall Drive to Willow Lane
2023	Oakbrook Drive – Pickard Avenue to Fairfield Drive
2023	Pickard Avenue – Imhoff Road to Lakewood Drive
2024	North Base Avenue – Main Street to Kansas Street
2025	Sherry Avenue – Main Street to Holiday Street
2025	Danfield Lane – Danfield Drive to Brookhaven Boulevard

Grover Lane is located in an established residential neighborhood. The current roadway is constructed of concrete pavement with curb and gutter. The concrete pavement is in poor condition and the substructure has failed in several locations. The reconstruction project involves

removal of the existing pavement and curb and gutter, stabilizing the subgrade, and placing new concrete panels.

DISCUSSION:

Bid documents and specifications for the Grover Lane Reconstruction Project were advertised on September 30, 2021 and October 7, 2021 in accordance with State Law. Seven (7) bids were received on October 14, 2021.

The low bidder is Parathon Construction of Edmond, Oklahoma in the amount of \$205,225.00. This bid is \$22,793.05 or 9.9% below the Engineer's Estimate of \$228,018.05. Staff has done a comparative analysis of these bids, and believes the bid to be competitive and represents a fair price. The bid tabulation is attached.

This project will be funded from Urban Reconstruction Project No. BP0499 (Org 50593385; Object 46101).

If approved, construction of the Grover Lane Reconstruction Project will begin on December 6 2021, with an estimated completion of April 5, 2022, weather permitting.

RECOMMENDATION 1:

Staff has reviewed the bids and recommends Bid 2122-13 for the Grover Lane Reconstruction Project be awarded to the lowest and best bidder, Parathon Construction of Edmond, Oklahoma, for \$205,225.00.

RECOMMENDATION 2:

Staff further recommends that the following contract and bonds be approved:

Contract K-2122-5
Performance Bond B-2122-9
Statutory Bond B-2122-10
Maintenance Bond MB-2122-5

RECOMMENDATION 3:

Staff further recommends that, upon approval of Bid 2122-13, EMC Services, LLC, be authorized and appointed as Project Agent via Resolution R-2122-5.

CITY OF NORMAN
Public Works Department – Engineering
Norman, Oklahoma
October 14, 2021

TABULATION OF QUOTES

The following is a tabulation of quotes received by the City of Norman for the Street Maintenance Bond Program – FYE 2022 Urban Reconstruction, Grover Lane Project.

<u>Vendors</u>	<u>Total Bid</u>
Nash Construction Company, Inc. (Oklahoma City, OK)	\$222,736.00
Silver Star Construction Co. (Moore, OK)	\$285,750.00
Parathon Construction Company (Edmond, OK)	\$205,255.00
Rudy Construction Company (Oklahoma City, OK)	\$267,325.00
SAC Services, Inc. (Oklahoma City, OK)	\$268,125.00
EMC Services, LLC (Oklahoma City, OK)	\$217,760.50
A-Tech Paving (Oklahoma City, OK)	\$212,871.50

RECOMMENDATION: The project be awarded to Parathon Construction Company in the amount of \$205,255.00 as the lowest and best quote to meet specifications.

C O N T R A C T

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between Parathon Construction, LLLC _____ as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

**BID 2122-13 STREET MAINTENANCE BOND PROGRAM – URBAN RECONSTRUCT
FYE 2022 LOCATION – GROVER LANE**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) Two Hundred Five Thousand, Two Hundred Twenty Five Dollars (DOLLARS);

(NUMERALS) (\$ 205,225.00).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K-2122-5
Page 1 of 4

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

STREET MAINTENANCE BOND PROGRAM – URBAN RECONSTRUCT
FYE 2022 LOCATION – GROVER LANE

- a. 120 Calendar Days
 - 1. 120 Calendar Days does not include weather days
 - i) Weather days to be determined by the engineer or streets superintendent

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Contract No. K-2122-5
Page 2 of 4

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

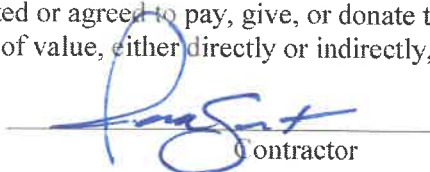
11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

James R Smith _____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.


Contractor

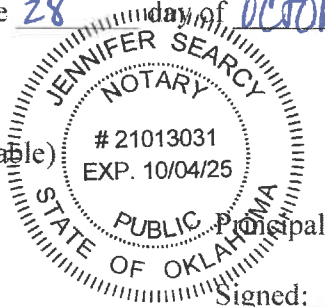
Contract No. K-2122-5
Page 3 of 4

Subscribed and sworn to before me this 28 day of October, 2021.

Jennifer Searcy
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 28 day of October, 2021, and the _____ day of _____, 20 .

(Corporate Seal) (where applicable)



ATTEST:

Authorized Representative

Jennifer Searcy
Corporate Secretary (where applicable)

Signed:

[Signature]

Title: Manager

Address PO Box 1287, Edmond OK 73083

Telephone: 405-605-6006

CITY OF NORMAN:

Approved as to form and legality this 3 day of November, 2021.

Elisabeth Lula
City Attorney

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

ATTEST:

City Clerk

Mayor

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

James R Smith, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Parathon Construction, LLC to submit the above Contract to the City of Norman, Oklahoma.

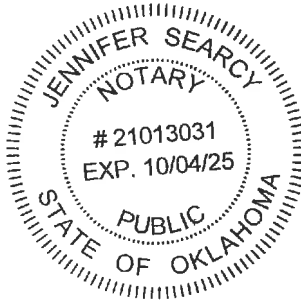
Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

[Signature]
Contractor

Subscribed and sworn to before me this 28 day of October, 2021.

[Signature]
Notary Public

My Commission Expires:



P E R F O R M A N C E B O N D

Know all men by these presents, that Parathon Construction, LLC as PRINCIPAL, and Hudson Insurance Company Corporation organized under the laws of the State of Delaware and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Two Hundred Five Thousand, Two Hundred Twenty Five Dollars and Zero Cents DOLLARS, (\$ 205,225.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**BID 2122-13 STREET MAINTENANCE BOND PROGRAM – URBAN RECONSTRUCT
FYE 2022 LOCATION – GROVER LANE**

has entered into a written CONTRACT (K-2122-5) with THE CITY OF NORMAN, dated this _____ day of _____, 20__ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the _____ day of _____, 20__ and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of _____, 20__.

Performance Bond No. B-2122-9

Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Jennifer Searcy

Corporate Secretary (where applicable)

Principal
Signed: [Signature]
Authorized Representative
Title: Manager

Address: PO Box 1287
Edmond, OK 73083

Telephone: 405-605-6006

(Corporate Seal) (where applicable)

ATTEST: [Signature]

Surety: Hudson Insurance Company

Signed: [Signature]
Authorized Representative

Printed: Amy Winters
Authorized Representative

Title: Attorney-In-Fact

Address: 100 William Street, New York, NY 10038

Telephone: 319-693-8914

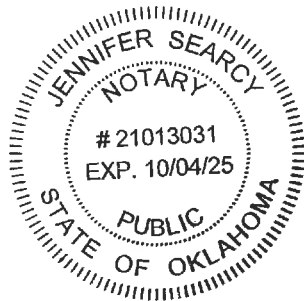
CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by James R Smith - Manager (Name and Title), of Parathon Construction, LLC, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 28 day of October, 2021.

My Commission Expires: _____



[Signature]
Notary Public

Performance Bond No. B-2122-9
Page 2 of 3

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) _____
(partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 3 day of Nov, 2021.



City Attorney

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

ATTEST:

City Clerk

Mayor

Performance Bond No. B-2122-9

STATUTORY BOND

Know all men by these presents that Parathon Construction, LLC as PRINCIPAL, and Hudson Insurance Company, a corporation organized under the laws of the State of Delaware, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Two Hundred Five Thousand, Two Hundred Twenty Five Dollars and Zero Cents DOLLARS (\$205,225.00), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**BID 2122-13 STREET MAINTENANCE BOND PROGRAM – URBAN RECONSTRUCT
FYE 2022 LOCATION – GROVER LANE**

has entered into a written CONTRACT (K-2122-5) with THE CITY OF NORMAN, dated this _____ day of _____, 20____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

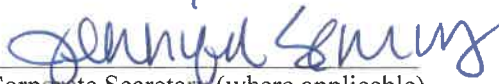
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____ day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the _____ day of _____, 20____.

(Corporate Seal) (where applicable)

ATTEST


Corporate Secretary (where applicable)

Principal
Signed: 
Authorized Representative
Title: Manager

Address: PO Box 1287

Edmond, OK 73083

Telephone: 405-605-6006

Statutory Bond No. B-2122-10
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST: *[Signature]*

Surety: Hudson Insurance Company

Signed: *[Signature]*
Authorized Representative

Printed: Amy Winters
Authorized Representative

Title: Attorney-In-Fact

Address: 100 William Street, New York, NY 10038

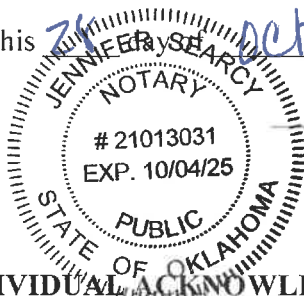
Telephone: 319-693-8914

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by James R Smith - Manager (Name and Title), of Parathon Construction, LLC, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 7th October, 2021.



[Signature]
Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Statutory Bond No. B-2122-10
Page 2 of 3

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) _____
(partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 3 day of Nov, 2021.

[Signature]
City Attorney

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

ATTEST:

City Clerk

Mayor



HICSW-25-A283-0013

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Barry Lynn Herring, Amy Winters
of the state of Oklahoma

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 20th day of September, 20 21 at New York, New York.



[Handwritten signature of Dina Daskalakis]

Attest: Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

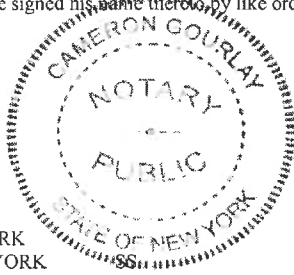
[Handwritten signature of Michael P. Cifone]

By: Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 20th day of September, 20 21 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



[Handwritten signature of Cameron Gourlay]

CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this _____ day of _____, 20 _____.



[Handwritten signature of Dina Daskalakis]

By: Dina Daskalakis, Corporate Secretary

CITY OF NORMAN

MAINTENANCE BOND

Know all men by these presents that Parathon Construction, LLC, as Principal, and Hudson Insurance Company, a corporation organized under the laws of the State of Delaware, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Two Hundred Five Thousand, Two Hundred Twenty Five Dollars and Zero Cents DOLLARS (\$), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of Thirty Thousand, Seven Hundred Eighty-Three Dollars and Seventy-Five Cents DOLLARS(\$), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of four years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

**BID 2122-13 STREET MAINTENANCE BOND PROGRAM – URBAN RECONSTRUCT
FYE 2022 LOCATION – GROVER LANE**

has entered into a written CONTRACT (K-2122-5) with the CITY OF NORMAN, dated this _____ day of _____, 20____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Maintenance Bond No. MB-2122-5
Page 1 of 3

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ___ day of _____, 20___, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the _____ day of _____, 20___.

(Corporate Seal) (where applicable)

ATTEST:

Jennifer Searcy

Corporate Secretary (where applicable)

Principal

Signed: [Signature]

Authorized Representative

Title: Manager

Address: PO Box 1287

Edmond, OK 73083

Telephone: 405-605-6006

(Corporate Seal) (where applicable)

ATTEST:

[Signature]

Surety: Hudson Insurance Company

Signed: [Signature]

Authorized Representative

Printed: Amy Winters

Authorized Representative

Title: Attorney-In-Fact

Address: 100 William Street, New York, NY 10038

Telephone: 319-693-8914

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)

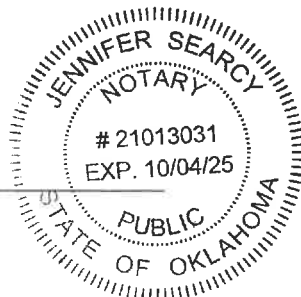
) ss:

COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this ___ day of _____, 20___, by James R Smith - Manager (Name and Title), of Parathon Construction, LLC, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 28 day of October, 2021.

My Commission Expires:



[Signature]
Notary Public

Maintenance Bond No. MB-2122-5
Page 2 of 3

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

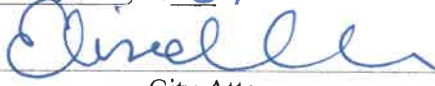
The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 3 day of Nov, 2021


City Attorney

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

ATTEST:

City Clerk

Mayor

Resolution

R-2122-5

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING PARATHON CONSTRUCTION, L.L.C., AS PROJECT AGENT FOR THE GROVER LANE RECONSTRUCTION PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Parathon Construction, L.L.C., for the Grover Lane Reconstruction Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Parathon Construction, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Parathon Construction, L.L.C., to purchase materials which are in fact used for the Grover Lane Reconstruction Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Parathon Construction, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 9th day of November, 2021, did appoint Parathon Construction, L.L.C., who is involved with the Grover Lane Reconstruction Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Grover Lane Reconstruction Project for the City of Norman.

PASSED AND ADOPTED THIS 9th day of November, 2021.

Mayor

ATTEST:

City Clerk



Item 12.

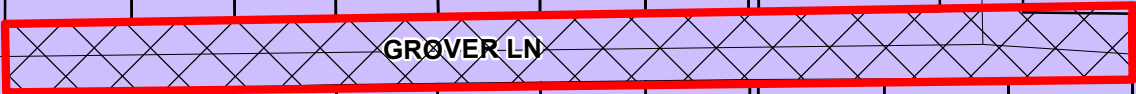
S BERRY RD

MCNAMEE ST

HALL AVE

2

4



GROVER LN

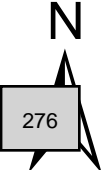
W-BOYD ST



Map produced by the City of Norman Geographic Information System

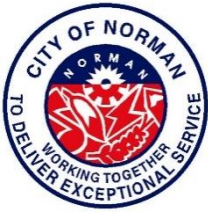
The City of Norman assumes no Responsibility for errors or omissions in the information presented.

Grover Lane



File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE OF CONTRACT K-2122-6: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HASKELL LEMON CONSTRUCTION COMPANY FOR THE FYE 2022 BRIDGE MAINTENANCE PROGRAM AND FINAL PAYMENT OF \$7,552.45.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/9/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O’Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE OF CONTRACT K-2122-6: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HASKELL LEMON CONSTRUCTION COMPANY FOR THE FYE 2022 BRIDGE MAINTENANCE PROGRAM AND FINAL PAYMENT OF \$7,552.45.

BACKGROUND:

The Oklahoma Department of Transportation (ODOT) is tasked by the Federal Highway Administration (FHWA) to perform Bridge Safety Inspections for all publicly owned structures greater than 20 feet in length. Inspections are performed at least once every two years to identify any critical findings, document the bridge condition and make repair recommendations if necessary. The City of Norman currently has 75 bridges requiring inspection per FHWA criteria.

On December 19, 2017, City Council approved Resolution R-1718-68, selecting H.W. Lochner, Inc. as the City of Norman’s appointed Bridge Inspection Consultant to the Oklahoma Department of Transportation for compliance with the National Bridge Inspection Standards.

H.W. Lochner completed the required Bridge Safety Inspections in November 2019, and provided the inspection reports to city staff. Data obtained from the Bridge Safety Inspections were used to identify bridges that are in need of rehabilitation, maintenance, and/or replacement.

The 2019 Bridge Safety Inspection results identified 13 structurally deficient bridges, 8 functionally obsolete bridges, and 8 bridges at risk of becoming structurally deficient. Based on this data, city staff identified and ranked bridges in need of maintenance activities. This project will perform the identified maintenance activities on four bridges within the city limits that are deemed to be our highest priorities for maintenance as listed below:

- NBI No. 05645 – 48th Ave. SE (0.8 miles South of HWY 9)
- NBI No. 18958 – W. Imhoff Rd. (0.2 miles East of S. Berry Rd.)
- NBI No. 20034 – Cedar Lane Rd. (0.8 miles East of Indian Meridian Ave.)
- NBI No. 09189 – 60th Ave. NE (0.5 miles North of Rock Creek Rd.)

On July 13, 2021, City Council approved Contract K-2122-6 with Haskell Lemon Construction Co., in the amount of \$370,370.00 to perform maintenance activities on the aforementioned bridge locations as part of the City's annual Bridge Maintenance Program.

On July 29, 2021, City Staff were made aware of the failure of the southeast wing wall attached to the West Imhoff Road Bridge, NBI No. 18958. Upon initial inspections performed by City Staff, the condition of the bridge was found to be severe enough to warrant immediate closure.

On August 10, 2021, Haskell Lemon Construction Co., mobilized to the West Imhoff Road Bridge to begin removing the debris from the channel that was restricting the flow of Imhoff Creek which was part of the original scope of work listed in the FYE 2022 Bridge Maintenance Program contract. On August 11, 2021, Haskell Lemon Construction Co., investigated spalling on the northwest wing wall that was also identified in the FYE 2022 Bridge Maintenance Program contract scope. During their investigations a large portion of concrete came loose exposing the joint between the wing wall and the bridge structure. The wing wall was found to have approximately 1.5" of separation from the bridge structure with no reinforcing tie-ins. This wing wall has three (3) utility lines routed through it: a sanitary sewer line, a 4" gas line, and a potable water line. The wing wall is in danger of a full-scale failure; which failure would affect these three utilities as well as the structure's stability.

In response to the Emergency situation at the Imhoff Creek Bridge, NBI No. 18958, Haskell Lemon Construction agreed to reduce the scope of Contract K-2122-6 whereby the add alternate location, NBI No. 09189 – 60th Ave. NE (0.5 miles North of Rock Creek Rd.), and the remaining work unperformed on the West Imhoff Road Bridge would be removed from the scope of Contract K-2122-6.

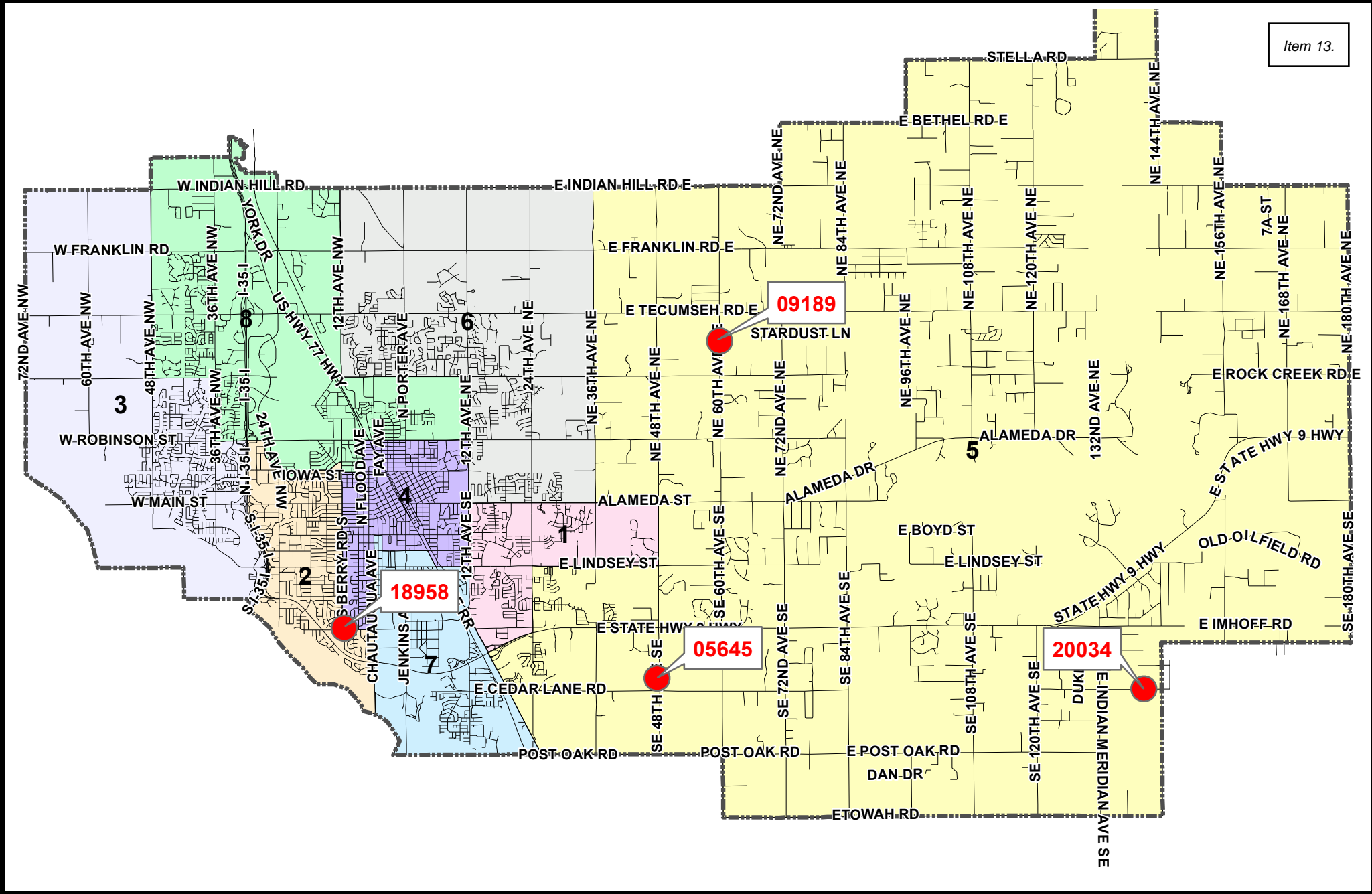
On September 28, 2021, City Council approved Change Order No. 1 decreasing Contract K-2122-6 for the FYE 2022 Bridge Maintenance Program by \$219,320.95.

DISCUSSION:

The final payment amount owed to Haskell Lemon Construction Company is \$7,552.45, which includes the full 5% retainage. This contract is accounted for in Bridge Maintenance Projects, Construction (Account 50596687-46101; Project TC0254).

RECOMMENDATION:

Staff recommends final acceptance of the FYE 2022 Bridge Maintenance Program, Contract K-2122-6, and final payment to Haskell Lemon Construction Company be approved in the amount of \$7,552.45.



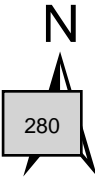
Overall Map

Bridge Maintenance Program FYE 2022 Locations



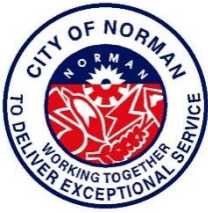
Map produced by the City of Norman
Geographic Information System

The City of Norman assumes no
Responsibility for errors or omissions
in the information presented.



File Attachments for Item:

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-43: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND I.V.S. INC., D/B/A ANGELTRAX, IN AN AMOUNT NOT-TO-EXCEED \$122,473.62 TO PROVIDE A PUBLIC TRANSPORTATION ON-BOARD SURVEILLANCE SYSTEM FOR THE CITY OF NORMAN PUBLIC TRANSPORTATION FLEET AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O’Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-43: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND I.V.S. INC., D/B/A ANGELTRAX, IN AN AMOUNT NOT-TO-EXCEED \$122,473.62 TO PROVIDE A PUBLIC TRANSPORTATION ON-BOARD SURVEILLANCE SYSTEM FOR THE CITY OF NORMAN PUBLIC TRANSPORTATION FLEET AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On July 1, 2019 the City of Norman took over the operations of the City public transit service from the University of Oklahoma. With the Fiscal Year 2020 budget, Council authorized a series of one-time startup costs to truly transition the service to the City of Norman. Some of those costs included branding, bus stop signage, technology systems, etc. The last remaining item to be transitioned is the on-board surveillance system. This system consists of cameras that record continuously as service is being provided. These systems prove to be invaluable to public transit agencies if there is an incident on the bus involving passengers, an incident with another vehicle, and for bus operator evaluations and training. The Department of Transportation (DOT) and Federal Transit Administration (FTA) Security Cameras / Security Systems Fact Sheet of December 2007 states: “All modes of public transportation systems, whether urban or rural, bus, rail, or ferry, can benefit from the implementation of a security system. CCTV cameras, the most basic Intelligent Transportation Systems (ITS) technologies used for security systems, can be used on both large and small transit systems to monitor the safety and security of passengers, employees, equipment, and materials”. In addition, the City’s contract with EMBARK requires CON to alert EMBARK of any on board cameras which are not working as they are responsible for the safety of their employees, the bus operators.

While the City inherited an on-board surveillance system with the fleet from the University, some vehicles do not have cameras and existing components were becoming outdated. Thus, staff developed a Request for Proposals (RFP) to replace and update the existing system.

DISCUSSION:

Using RFP-2122-16, City staff solicited proposals to acquire a new on-board public transit surveillance system. Below are key components that staff identified were needed:

- Sufficient camera coverage both inside and outside the vehicle.
- Sufficient storage on each vehicle to be able to download video up to 240 hours in the past.
- An automatic system that would download tagged video wirelessly when the vehicle would come in range of the public transit fleet yard.
- A computer software solution that would enable both EMBARK and City employees to tag/request video be downloaded and viewed.

In addition, the RFP requested cost estimates to have a public Wi-Fi solution installed on each vehicle for public use. Over the years there has been an increase within the transit industry in providing this amenity for passengers and staff desired to capitalize on efficiencies of having one provider for both the surveillance and the Wi-Fi system.

In response to RFP-2122-16, a total of 9 proposals were received by the following vendors: AngelTrax, AT&T, Convergent, CWI Digital Systems, Luminator Technology Group, Safe Fleet, Safety Vision, RL Controls, and Samsara. An evaluation committee made up of City and EMBARK staff scored and ranked the 9 proposals received, then conducted interviews/presentations with the top vendors: AngelTrax, Safe Fleet, and Safety Vision. At the conclusion of the evaluation process, I.V.S. Inc. d.b.a. AngelTrax was selected as the best solution for the proposed project. AngelTrax has extensive experience working with different types of fleets, including public transportation, and will provide the City with the technology solutions that met the key components as listed above. In addition, AngelTrax provided the lowest cost proposal when taking into account the initial setup and ongoing annual costs.

Local funds for this project are budgeted in the fiscal year 2022 budget in the Public Transit Fund, Telecom Equipment-Computer (account number 27550276-45301). In addition, the City has a total of \$38,269 available in its fiscal year 2020 (\$19,462 – OK-2020-005) and 2021 (\$18,807 – OK-2020-026) Federal Transit Administration (FTA) annual grants, specifically for security projects. The FTA requires that recipients program 1% of their annual grant for security projects, unless proven that it is not needed. A budget appropriation of \$38,269 would be needed from the Capital Fund Balance (account number 50-29000), for the up-front costs of the expenses covered by the FTA grant. These funds would be reimbursed to the City once the project was complete. This would make the cost sharing of the project \$84,204.62 (69%) local and \$38,269 (31%) federal.

If approved by Council, staff will work with the vendor to create a schedule for the work to be completed. As the City nears moving into the facility on North Base, that will house the transit operations and maintenance activities, staff will need to work closely with the vendor to ensure that the installation schedule does not interfere with this transition. The project should be completed in the spring of 2022.

RECOMMENDATION:

Staff recommends approval of Contract K-2122-43 in the amount of \$122,473.62 for the purchase and installation of an on-board surveillance and Wi-Fi system for the public transit fleet and a budget appropriation of \$38,269 from the Capital Fund Balance (50-29000) to Telecom Equipment-Computer (27550276 45301).

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and I. V. S. Inc. d.b.a. AngelTrax (CONSULTANT) for the following reasons:

- 1. OWNER intends to provide and install a Public Transportation On-board Surveillance System (the Project) and associated options as detailed in Attachment A; and,
- 2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the Services); and,
- 3. CONSULTANT is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be this day of , 2021.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma and venue and jurisdiction shall lie in the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement unless caused by gross negligence or misconduct. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. Consultant in the performance of services as set out in Attachment A: Scope of Services Consultant will not be engaged in the construction or maintenance of any non-movable physical plant its activities being confined to and solely dedicated to the installation and maintenance of services upon rolling stock belonging to Owner as set forth in Schedule A.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT'S opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:
OWNER:

Taylor Johnson
Transit and Parking Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

(I.V.S. Inc. d/b/a AngelTrax):

Tina Parker
Director of Inside Sales and Bids
119 S. Woodburn Drive, Dothan, AL 36305

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time not to exceed sixty days from the date after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail either party may pursue resolution in the court with jurisdiction per the terms of Article 2 of this agreement. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

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

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and I.V. S. Inc. d.b.a. AngelTrax have executed this Agreement.

DATED this 19th day of October, 2001

The City of Norman
(OWNER)

I.V. S. Inc. d.b.a. AngelTrax) Corporation

Signature _____

Signature 

Name Breea Clark

Name Richie Howard

Title Mayor

Title President / CEO

Date _____

Date Oct. 29, 2021

Attest:

Attest:

City Clerk

Secretary

Approved as to form and legality this ____ day of _____ 200_.

City Attorney

Contract K-2122-43
Public Transportation On-Board Vehicle Surveillance System
Attachment A – Scope of Services

1. The Consultant shall, in a good and first-class, workmanlike manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Agreement, the RFP 2122-16 Public Transportation On-board Vehicle Surveillance System and specifications, and Consultant's Proposal all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this Agreement as fully as if the same were set out at length. Any such items or sections not listed or fully listed below shall in no way constitute a waiver of a requirement of said services being required by Consultant.

2. **Project Requirements**
 - A. Provide a detailed solution for the whole system related to equipment, engineering, manufacturing, layout installation, and system testing. Individual designs and recommendations are provided for each of the twenty-eight vehicles floor plans. All wiring and installation shall be identical per chassis design.
 - B. Perform a complete installation and provide documentation of specified systems, color printed wiring diagrams to include fuse sizing per circuit, subsystems, and components, including engineering interface with new equipment. Hardware installation shall be in the same location on each vehicle platform or as determined appropriate by Owner. Power and ground locations and/or taps shall be provided to and approved by the Owner prior to installation.
 - C. Remove existing video camera equipment and unneeded wiring. Wiring removal will be from camera or device back to its origin with no unnecessary wire left behind. Any old video camera equipment shall be returned to Owner unless otherwise instructed. Any holes left in vehicles cause by removal shall require filling with a durable, weatherproof seal on outside of bus, and filled if internal (but not necessarily with weatherproof seal). Any hole that is filled should be color matched to color of vehicle where the hole(s) is/are located.
 - D. Provide technical data, software, samples, and mock-ups for new items, as required and before installation.
 - E. As possible, integrate with Owner's existing hardware and software systems to allow for event-to-action activation and metadata capture/recording, including braking, speed, signal indicators, GPS location, and passenger count data.
 - F. Perform all qualification and acceptance testing.
 - G. Provide an illustrated parts and maintenance manual in electronic format (PDF), including details of processes to update software and firmware.

Manual shall also include color printed wiring diagrams to easily trace installed system parts for future diagnostics and repairs.

H. Provide a minimum of three sets of any special tools, equipment, and diagnostic test equipment required for the new systems.

I. Include levels of advancement with the systems technology, including expandability options, and provide an estimate of any potential major software or hardware changes that could affect the performance or longevity of the proposed system.

3. System Requirements

A. Installation of new color, ruggedized, classification external cameras in weather and vandal-proof, rated to -22 °F to 140°F and capable of operating in all outdoor conditions, including low light. External cameras shall be of quantity and ability necessary to capture the vehicle's entire external proximity or as determined appropriate by Owner. Cameras and hard drives should be hot-swappable, plug-and-play capable. The forward facing camera used to capture the vehicle's entire external proximity may be mounted internally and not required to meet the external camera requirements. This shall include sufficient amounts of IPWS4000, and IPSMB2800 cameras for fixed route and demand response vehicles that allow Owner to view the entire front, street side, curbside and rear of vehicles.

B. Installation of new color, ruggedized, classification internal cameras in a vandal-proof, rated to -22 °F to 140°F and capable of operating in low light. Internal cameras shall be of quantity and ability necessary to capture the internal body of the vehicle for a view of passengers and vehicle operator, or as determined appropriate by Owner. On fixed route vehicles this would include front passenger door, rear passenger door (where applicable), driver area, passenger seating area facing towards the rear, and passenger seating area facing towards the front; on paratransit vehicles, this would include the front passenger door, driver area, and passenger seating area facing towards the rear. Cameras and hard drives should be hot-swappable, plug-and-play capable.

C. The system hardware shall support the simultaneous recording of all installed cameras and audio.

D. The hardware shall support independent audio channels that can be isolated during playback and export.

E. Include all needed Digital Video Recording (DVR) devices and network devices with Global Positioning System (GPS) information.

F. System shall be capable of video file offload from each vehicle. Minimum of 802.11ac or better onboard wireless, and any other necessary onboard components for download and remote viewing. Consultant will supply the wireless access points while Owner will supply power and network infrastructure to mounting locations for system Consultant provides.

Public Transportation On-Board Vehicle Surveillance System
Attachment A

- G. DVR shall be capable of retaining a minimum of 240 hours of video and audio data.
- H. Provide onboard DVR and networking equipment specifically designed for installation in the transit bus environment that can withstand the vibration and shock forces associated with transit vehicles, as well as temperatures from - 22 °F to 140°F.
- I. Provide necessary fleet facility network infrastructure to wirelessly offload all required video daily for all buses while in the Owner's fleet facility. This wireless infrastructure must be Cisco Wireless APs that connect to a Cisco WLC that Owner will provide. All network equipment specified must be approved to be compliant with the Owner's existing IT infrastructure. The Owner will provide the power supply and network infrastructure to the mounting locations for each Wireless AP.
- J. System must capture data from the transit bus metadata stream and the panic button triggered automated events.
- K. Consultant is providing its hosted server and PRO8CMS software and app that will integrate with the Owner's existing technology infrastructure to allow the viewing, storage, and archiving of saved captured video to PC, DVD, USB flash drive, or potential mobile device. Archived storage will retain a minimum of 13 months of video. Video uploads from DVR to server have a resume feature that will allow uploads to continue where they are left off in case of disconnection from the network. This portion includes an annual fee for the storage and access of this data.
- L. As an add on at option of Owner the Consultant will provide optional service for the video system to have the capability for live tracking and streaming into the on-board cameras. This live system option should include alarm capabilities that will notify dispatch of a situation, triggered via a panic button. The live system should be able to access hardware as needed while vehicles are in route. The live system should have hotspot capabilities.
- M. Spare equipment provided includes: (2) HCHDDTRAY; (4) HDD1TB; IPI2500; IPX4000; IPWS4000, IPSMB2800; and IPI4000.
- N. The video management system allows download requests to be prioritized as needed capable of viewing of software system, scheduling video downloads, live viewing, video export, system health/diagnostics, and DVR system firmware updates.
- O. All wiring will be appropriately sized and colored for the intended circuit. The same wiring color will not be used more than once in the wiring harness, save for "red" positive and "black" negative circuits. All connections will be soldered and adhesive heat shrunk. All items passing through a bulkhead will have an appropriate style and sized grommet installed to protect the circuit. All wiring that has the propensity to be damaged, chafed or overheated due to its proximity with another object will be covered in an appropriate sized and style wire loom for the length of the circuit. All added

Public Transportation On-Board Vehicle Surveillance System
Attachment A

circuits shall have an appropriate sized and enclosed ATC fuse housing and fuse installed inline as close to the power source as feasibly possible as well as the circuit name labeled accordingly on the fuse housing. No interior or exterior body or trim panel

shall be drilled or altered in any way without the written approval from the Fleet Division representative.

P. All work completed by the Consultant will be inspected and signed off on by a qualified City of Norman technician before it is deemed complete and/or accepted by the Owner.

4. Warranty

A. All equipment (onboard surveillance equipment, backend equipment, software, and other accompanying equipment) has a 5-year warranty from the date of initial acceptance of work. Labor warranty is for 3 years.

B. The Consultant completely warrants the service documentation provided to Owner and that it accurately reflects the operation and maintenance of the equipment and software. All information necessary to maintain the system will be provided to Owner by Consultant.

C. Hardware will be replaced at the sole cost of Consultant for any hardware reaching end-of-life within the first three years of use due to technology and component updates out of the Owner's control.

5. Maintenance

A. Consultant shall provide software patches and upgrades to software and firmware free of charge. Preventive Maintenance option is being provided for years one through five. Technical support access information has been provided by Consultant to Owner.

B. Consultant shall notify Owner at least 45 days in advance of installation when new software releases become available and providing release notes. The Consultant will notify Owner at least twelve months in advance when it is expected that the current release and related systems will no longer be supported. The consultant shall submit a plan at least six months in advance before it is expected that current systems are no longer supported with all necessary information to move to a supported system. This plan may be rejected by the Owner's designee at no cost to owner.

C. Consultant will ensure that all existing software configurations are protected after the system has been upgraded for the entire duration of the time that Owner uses the system. These changes must be reported to Owner. The Consultant's Preventative Maintenance option during years one through five includes an option to perform a system wide health check at Owner's request.

D. Consultant will notify Owner two (2) business days before any wirelessly transmitted software update(s) takes place.

6. Technical Support and Training

A. Consultant will provide Owner with technical support to assist the Owner with any technical issues or questions. Consultant will conform to the service and return processes it has communicated to the Owner. Minimum response time for technical questions will be within 24 hours from when the question was first submitted.

B. Consultant will provide diagnostic access in the form of a CP4 Touchscreen monitor, which interacts with the system for diagnostic purposes.

C. Consultant will submit a detailed training plan that describes the procedures employed to adequately accomplish training related to the implementation and full utilization of the system. Video tutorials will be provided to the Owner specific to the purchased hardware and software for new hire and employee refresher training. Training shall be provided to personnel designated by Owner. Training for all hardware and software must be fully documented with video tutorials, provided on-site, and include all of the following information:

A. Name and phone number of the person responsible for training.

B. How to install or set up a computer as a viewing station.

C. How to operate the software to zoom, pan, and focus.

D. How to record and retrieve data.

E. How to record and retrieve pre-recorded video information according to time stamps.

F. How to search, schedule, and retrieve video from the server.

G. How to remove and reinstall the camera from the casing.

H. How to install and secure DVR and networking hardware.

I. How to export video in Windows format.

J. How to use diagnostic tools to perform health checks and update system firmware.

K. How to set up email alerts to notify of system issues.

Contract K-2122-43
Public Transportation On-Board Vehicle Surveillance System
Attachment B – Compensation



Date	August 9, 2021
Valid Until	November 7, 2021
Quote #	ATXQ43343
Customer ID	City of Norman

Customer:

City of Norman
 Taylor Johnson, Transit & Parking Program Mgr
 201 W. Gray Street, Building A
 Norman, OK 73069
 (405) 217-7761

Quote/Project Description

Video surveillance systems to be installed in 28 vehicles. This includes PRO8CMS for (12 months) and HOSTED SERVER for (12 months) 1 year prepaid. Please see Quote ATXQ43343 for complete pricing and additional optional items.

Item	Qty	Description	Price	Ext. Price
V12HCNVR	28	VULCANV12HC Mobile Network Video Recording System	1033.63	28,941.64
HDD1TB	56	1TB Platter Hard Drive	81.89	4,585.84
SD64GB	28	64GB SD Solid-State Memory Card	12.75	357.00
VULPBH	28	Vulcan Panic Button Housing PC color	0.00	-
IPX4000	56	Vulcan HC Series Anvil 4000 IP 4.0mm Camera	199.31	11,161.36
IPWS4000	28	Vulcan HC Series IPWS4000 IP 4.0mm Windshield Camera	115.88	3,244.64
IPSMB2800	28	Vulcan HC Series Anvil 2800 IP 2.8mm Backing Camera	137.51	3,850.28
IPI2500	82	Vulcan HC Series Anvil 2500 IP 2.5mm Camera	100.43	8,235.26
IPI4000	28	Vulcan HC Series Anvil 4000 IP 4.0mm Camera	100.43	2,812.04
CAT615CBL	56	CAT6 Shielded Camera Cable, 15 ft	5.10	285.60
CAT625CBL	112	CAT6 Shielded Camera Cable, 25 ft	7.41	829.92
CAT650CBL	54	CAT6 Shielded Camera Cable, 50 ft	12.90	696.60
TRIMDANT	28	WIFI/CELL/GPS ANTENNA	34.77	973.56
SI4GM	28	Sierra 4G Wireless Cellular Modem	92.70	2,595.60
VULPWRKEY	3	Security Key USB 3.0 for Vulcan HCMDVRs & V16-35	38.63	115.89
CP4	3	Touchscreen Backing & Firmware Control Monitor	164.55	493.65
CP4-9CBL	3	9M CP4 Extension Cable for MDVRs and HCNVRs	30.90	92.70
MERAKI	3	MR74 Wireless Access Point	2309.78	6,929.34
PRO8CMS-2	1	Pro8CMS Annual Licensing Fee (26-50 Vehicles)	1500.00	1,500.00
HOSTEDSERVER-2	28	Hosted Server (26-50 Vehicles)	72.00	2,016.00
EXTWARRANTY	28	5 YEAR SYSTEM WARRANTY	0.00	-
CONTLABOR	3	Installation of AngelTrax Meraki MR74	1500.00	4,500.00
WIRELESS CONFIG	28	Wireless Setup Configuration / Vehicle	75.00	2,100.00
CONTLABOR	28	Uninstall of Camera System, per system.	50.00	1,400.00
CONTLABOR	28	Installation of AngelTrax Camera System, per system.	650.00	18,200.00
		SPARES		-
HCHDDTRAY	2	Hard Drive Tray for Vulcan Hybrid Component Series	131.33	262.66
HDD1TB	4	1TB Platter Hard Drive	81.89	327.56
IPI2500	1	Vulcan HC Series Anvil 2500 IP 2.5mm Camera	100.43	100.43
IPX4000	1	Vulcan HC Series Anvil 4000 IP 4.0mm Camera	199.31	199.31
IPWS4000	1	Vulcan HC Series IPWS4000 IP 4.0mm Windshield Camera	115.88	115.88
IPSMB2800	1	Vulcan HC Series Anvil 2800 IP 2.8mm Backing Camera	137.51	137.51
IPI4000	1	Vulcan HC Series Anvil 4000 IP 4.0mm Camera	100.43	100.43
				-

Terms and Condition of Sale

Hardware prices are contingent on prepayment of all services plans. Freight FOB client Location. Please see Quote ATXQ43343 for complete pricing.

Subtotal	\$	107,160.70	Item 14.
Discount		-	
Sales Tax	%	0.00	
Tax		-	
Total	\$	107,160.70	

Please confirm your acceptance of this quote by signing this document

Signature

Print Name

Date

Thank you for your business!

Should you have any inquiries concerning this quote, please contact Tina Parker at 334-692-4600

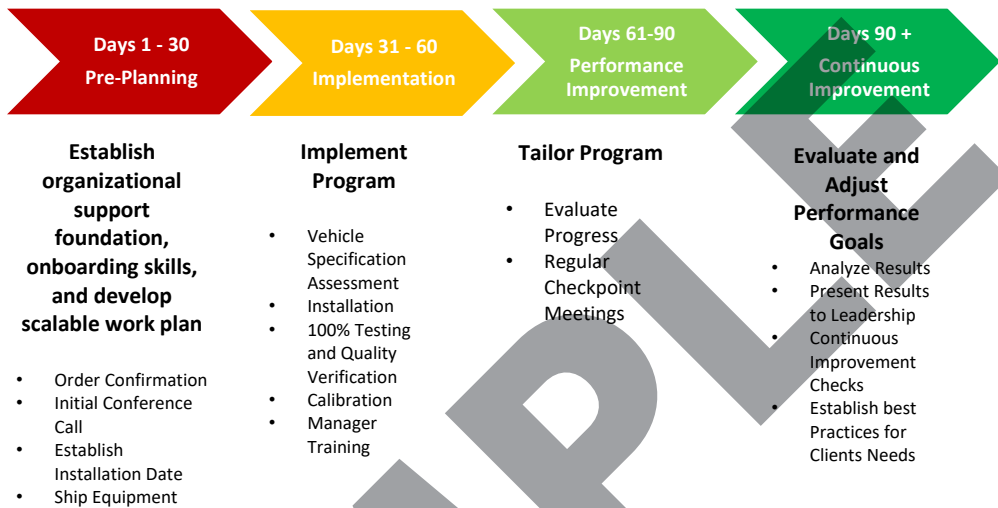
119 South Woodburn Drive, Dothan, Houston, AL, 36305

Tel: 334-692-4600 Fax: 334-692-4606 E-mail: tina.parker@angeltrax.com Web: www.angeltrax.com

Contract K-2122-43
Public Transportation On-Board Vehicle Surveillance System
Attachment C – Schedule

Sample Implementation Plan

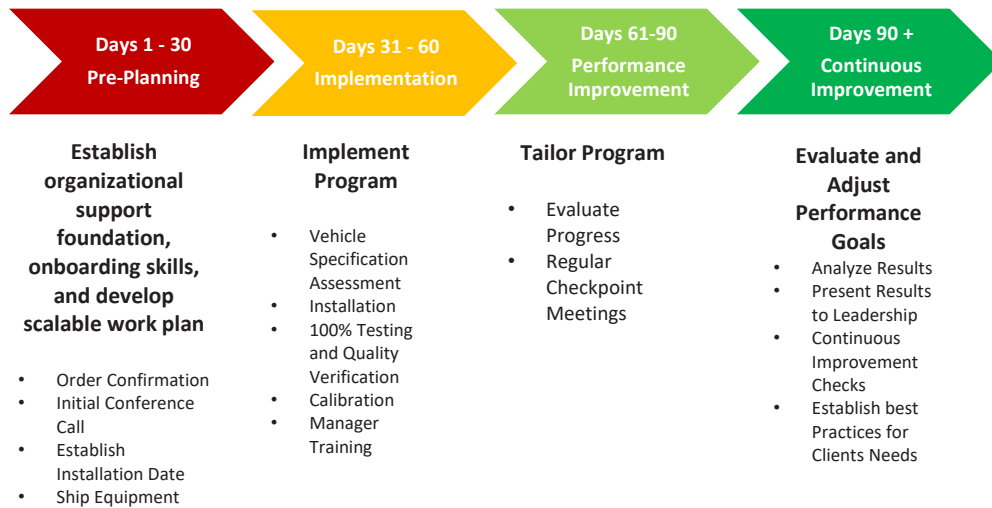
Project Implementation Timeline



SAMPLE

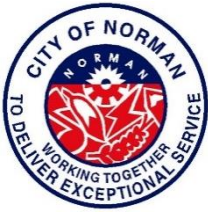
Sample Implementation Plan

Project Implementation Timeline



File Attachments for Item:

15. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-22, CONTRACT K-2122-44 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND WYNN CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$75,000; PERFORMANCE BOND B-2122-34; STATUTORY BOND B-2122-35, AND MAINTENANCE BOND MB-2122-27 FOR THE WATER TREATMENT PLANT CARBON DIOXIDE REPLACEMENT TANK PROJECT AND AUTHORIZING THE UTILITIES DIRECTOR TO PURCHASE MATERIALS ON BEHALF OF THE CONTRACTOR.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/9/2021

REQUESTER: Rachel Croft, Staff Engineer

PRESENTER: Rachel Croft, Staff Engineer

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-22, CONTRACT K-2122-44 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND WYNN CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$75,000; PERFORMANCE BOND B-2122-34; STATUTORY BOND B-2122-35, AND MAINTENANCE BOND MB-2122-27 FOR THE WATER TREATMENT PLANT CARBON DIOXIDE REPLACEMENT TANK PROJECT AND AUTHORIZING THE UTILITIES DIRECTOR TO PURCHASE MATERIALS ON BEHALF OF THE CONTRACTOR.

BACKGROUND:

The existing carbon dioxide tank at the City's Water Treatment Plant (WTP) is aging and vendors are not able to supply replacement parts or provide maintenance services to the model any longer. Carbon dioxide is used to adjust the pH of the drinking water to optimum levels to prevent scaling within the Treatment Plant and distribution system.

This project will involve removal of the existing 30-ton carbon dioxide tank at the Water Treatment Plant, complete installation of new 30-ton tank, demonstration of correct operation and dosages both manually and remotely, and training water treatment staff on operation and maintenance.

DISCUSSION:

The Invitation to Bid for Bid No. 2122-22 for Project WA0374 – Water Treatment Plant Carbon Dioxide Replacement Tank was published in the *Norman Transcript* on September 9 and September 16, 2021, and contained a base bid for the removal and disposal of the existing tank and complete installation of the new tank. Two alternate bids were included for the purchase and delivery, as well as training staff on the new tank, either a Tomco Model 3075CA (Alternate 1) or a Chart Energy HSi-CO₂ horizontal storage integrated bulk system (Alternate 2).

Five (5) contractors attended the mandatory pre-bid meeting held on September 23, 2021. Bids were opened on September 30, 2021, and two (2) contractors submitted bids. The bids ranged from \$75,000 to \$250,000 for the Base Bid, \$217,975 to \$218,000 for Alternate 1 and \$245,570

to 252,000 for Alternate 2. Alternate 1 was for the purchase of a Tomco Model 3075CA carbon dioxide tank, similar to the existing tank at the WTP that utilizes a refrigeration unit to keep the gas cool. Alternate 2 was for the purchase of a Chart Energy HSi-CO2 Series Horizontal Storage Integrated Bulk System, which is a carbon dioxide tank with a vacuum-sealed jacket that does not require a refrigeration unit.

Staff looked at energy costs, design life, and operation and maintenance costs associated with each tank. Staff decided the Chart Energy tank was the best tank for our needs due to the lower energy and maintenance costs and longer design life, but the way the bid was written did not allow an alternate Tomco model that utilizes the same kind of cooling system. In addition, the Chart Energy tank bid included the cost of an optional refrigeration unit since the bid specifications were written in terms of the Tomco tank. Because the refrigeration unit is not needed for this model it made the bid for Alternate 2 about \$12,000 over the normal price of the tank. Since the two tanks bid utilize two different kinds of systems in order to keep the gas cool, staff decided to award only the base bid for the project and will create a new bid for the purchase of the tank in order to better compare tanks from different vendors and allow for a fair bid environment.

Wynn Construction Co, Inc. was the low base bid at \$75,000. Wynn Construction Co., Inc. is in agreement with performing the work under this contract while the NUA issues a separate bid for the tank. Staff recommends award of the Base Bid to Wynn Construction Co., Inc. in the amount of \$75,000.

Funding for the project will be \$75,000 from Water Treatment Plant Improvements, Construction (Account 31999939-46101; Project WA0374), which has an available balance of \$350,000 and is sufficient for funding the project.

Work on this project will commence after a tank has been selected, the selected tank has been reserved, and an accurate delivery time is established. Work will continue for approximately 5 months during the winter, when water demand is lower.

RECOMMENDATION:

Staff recommends the NUA accept bids meeting project specifications; award Bid 2122-22 to Wynn Construction Co., Inc. for the Water Treatment Plant Carbon Dioxide Replacement Tank in the amount of \$75,000; approve Contract K-2122-44 and associated performance, statutory, and maintenance bonds in the amount of the bid; and authorize execution of the contract and bonds and the NUA to purchase equipment and supplies on behalf of the contractor for incorporation into the project to avoid the payment of sales tax on equipment purchases.

WA0374 - WTP Carbon Dioxide Replacement Tank
 Bid Tabulation

Item 15.

ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	WYNN		WEB	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	REMOVE AND REPLACE 30 TON CARBON DIOXIDE TANK COMPLETE IN PLACE	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 250,000.00	\$ 250,000.00
A1	CARBON DIOXIDE TANK - TOMCO MODEL 3075CA	LS	1	\$ 218,000.00	\$ 218,000.00	\$ 217,975.00	\$ 217,975.00
A2	CARBON DIOXIDE TANK - CHART ENERGY HSI-CO ₂ SERIES HORIZONTAL STORAGE INTEGRATED BULK SYSTEM (30 TON MODEL)	LS	1	\$ 252,000.00	\$ 252,000.00	\$ 245,570.00	\$ 245,570.00
				Base Bid	\$ 75,000.00	Base Bid	\$ 250,000.00
				Alternate 1	\$ 218,000.00	Alternate 1	\$ 217,975.00
				Alternate 2	\$ 252,000.00	Alternate 2	\$ 245,570.00

Norman Utilities Authority
Project WA0374
Water Treatment Plant Carbon Dioxide Replacement Tank

Contract K-2122-44
Bid No. 2122-22

CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and Wynn Construction Co., Inc. hereinafter designated as the CONTRACTOR, effective the date last executed below,

WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

PROJECT WA0374
WATER TREATMENT PLANT CARBON DIOXIDE REPLACEMENT TANK
NORMAN, OKLAHOMA

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the Bids submitted and has determined and declared the above-named CONTRACTOR to be the best Bidder on the above-prepared project, and has duly awarded said Bid to said CONTRACTOR, for the sum named in the proposal, to wit:

Seventy-Five Thousand Dollars (\$)75,000.00

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and said CONTRACT Documents, per the Table of Contents, including, but not limited to:

- the Invitation to Bid published in the Norman Transcript
- Notice to Bidders
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Bonds thereto;
- Multiple affidavits
- the Conditions of the Contract
- the Technical Specifications and Construction Drawings

all of which documents are on file in the Office of the AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out in full, with the following additions and/or exceptions:

Addendum 1 – 9/27/2021

Norman Utilities Authority
 Project WA0374
 Water Treatment Plant Carbon Dioxide Replacement Tank

Contract K-2122-44
 Bid No. 2122-22

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the last day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the AUTHORITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

3) The CONTRACTOR shall commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same within one hundred sixty (160) calendar days following receipt of NOTICE-TO-PROCEED.

4) Time is of the essence in completion of this project and the AUTHORITY will suffer financial loss if the Work is not completed within the time(s) specified in preceding paragraph. CONTRACTOR and AUTHORITY also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding such actual loss. Accordingly, instead of requiring any such proof, CONTRACTOR and AUTHORITY therefore further agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay AUTHORITY TWO HUNDRED FORTY DOLLARS (\$240) for each calendar day that expires after the time specified in preceding paragraph, plus any authorized extensions thereof, for completion and readiness for final payment of each portion of the Work.

- 5) The AUTHORITY shall pay the CONTRACTOR for the work performed as follows:
- a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
 - b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

6) The AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price.

7) The CONTRACTOR shall not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Norman Utilities Authority
Project WA0374
Water Treatment Plant Carbon Dioxide Replacement Tank

Contract K-2122-44
Bid No. 2122-22

8) The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same

9) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of a Change Order.

10) No provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

11) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the NOTICE-TO-PROCEED and commencement of work on the project.

The following statement must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)

COUNTY OF Oklahoma)

I certify that I am the duly authorized agent of Rick Thompson, CONTRACTOR.

I further certify that neither the CONTRACTOR nor the anyone subject to the his/her direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the AUTHORITY, any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.



Wynn Construction Co., Inc.

(Bidder Company Name)

By: Rick Thompson

Rick Thompson - Owner
(printed/typed name and title)

Subscribed and sworn to before me this _____ day of _____, 20__

Madison Lankford
Notary Public (or Clerk or Judge) Madison Lankford

My Commission Expires: 05-20-2024 - 20005835



(SEAL)

Norman Utilities Authority
Project WA0374
Water Treatment Plant Carbon Dioxide Replacement Tank

Contract K-2122-44
Bid No. 2122-22

IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this AGREEMENT;

DATED this 29th day of October, 2021.

ATTEST

Lylee Barbee
Corporate Secretary (where applicable)



(Corporate Seal) (where applicable)

Wynn Construction Co., Inc.
PRINCIPAL

Signed: Rick Thompson
Authorized Representative

Rick Thompson - President
Name and Title

Address: 11901 N. Eastern Avenue OKC, OK 73131

Telephone: (405) 753-1120

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20____.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

PERFORMANCE BOND

Bond No.: 30115529

Know all men by these presents that Wynn Construction Co., Inc., as PRINCIPAL, and Western Surety Company, a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Seventy-Five Thousand Dollars (\$75,000.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0374
WATER TREATMENT PLANT CARBON DIOXIDE REPLACEMENT TANK
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2122-44) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ____ day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the ____day of _____, 20____.

(Corporate Seal) (where applicable)

ATTEST

Sylee Bahner
Corporate Secretary (where applicable)



Wynn Construction Co., Inc.

PRINCIPAL

Signed:

Rick Thompson
Authorized Representative

Rick Thompson, President

Name and Title

Address:

11901 N. Eastern Avenue, Oklahoma City, OK 73131

Telephone:

(405) 753-1120

(Corporate Seal)

ATTEST

Cassidy Dolph
Corporate Secretary
Witness
Cassidy Dolph

Western Surety Company

SURETY

Signed:

Jana M. Taylor
Authorized Representative



Jana M Taylor, Attorney-in-Fact

Name and Title

Address:

151 N. Franklin St., Chicago, IL 60606

Telephone:

(312) 822-5000

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma)§

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by Rick Thompson - owner of Wynn Construction Co., Inc
Name and Title Contractor
a Corporation corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____ 20 ____.

Madison Lankford
Notary Public Madison Lankford.

My Commission Expires: 05-20-24
20005835



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)§

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)

)§

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____, 20 _____.

Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this ____ day of _____, 20 _____.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of

_____, 20 _____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

STATUTORY BOND

Bond No.: 30115529

Know all men by these presents that Wynn Construction Co., Inc., as PRINCIPAL, and Western Surety Company, a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Seventy-Five Thousand Dollars (\$75,000.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

PROJECT WA0374
WATER TREATMENT PLANT CARBON DIOXIDE REPLACEMENT TANK
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2122-44) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ____ day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the ____ day of _____, 20____.

(Corporate Seal) (where applicable)

ATTEST

Jylee Barner
Corporate Secretary (where applicable)



Wynn Construction Co., Inc.

PRINCIPAL

Signed: *Rick Thompson*
Authorized Representative

Rick Thompson, President

Name and Title

Address: 11901 N. Eastern Avenue, Oklahoma City, OK 73131

Telephone: (405) 753-1120

(Corporate Seal)

ATTEST

Cassidy Dohr
~~Corporate Secretary~~
Witness

Western Surety Company

SURETY

Signed: *Jana M. Taylor*
Authorized Representative



Jana M Taylor, Attorney-in-Fact

Name and Title

Address: 151 N. Franklin St., Chicago, IL 60606

Telephone: (312) 822-5000

MAINTENANCE BOND

Bond No.: 30115529

Know all men by these presents that Wynn Construction Co., Inc., as PRINCIPAL, and Western Surety Company, a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Seventy-Five Thousand Dollars (\$75,000.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0374
WATER TREATMENT PLANT CARBON DIOXIDE REPLACEMENT TANK
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2122-44) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____ day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the _____ day of _____, 20____.

(Corporate Seal) (where applicable)
ATTEST

Jylee Bahner
Corporate Secretary (where applicable)



Wynn Construction Co., Inc.
PRINCIPAL

Signed: Rick Thompson
Authorized Representative

Rick Thompson, President
Name and Title

Address: 11901 N. Eastern Avenue, Oklahoma City, OK 73131

Telephone: (405) 753-1120

(Corporate Seal)

ATTEST

Cassidy Doff
Corporate Secretary
Witness Cassidy Doff

Western Surety Company

SURETY

Signed: Jana M. Taylor
Authorized Representative



Jana M Taylor, Attorney-in-Fact
Name and Title

Address: 151 N. Franklin St., Chicago, IL 60606

Telephone: (312) 822-5000

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ partner (or agent) on behalf of
Name and Title
_____, a partnership.

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20 ____.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20 ____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____
Title: Chairman _____

Secretary _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John G Hester, David Dutton, Gary Jarmon, Bill Orcutt, Michael F Ross, Jeffrey J Burton, Maribeth Moak, Paul B Moore, Dillon B Rosenhamer, Carrie J True, Jana M Taylor, Cassidy Dolph, Individually

of Oklahoma City, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of July, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

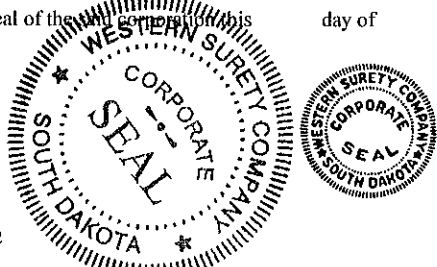
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2021.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CERTIFICATE OF LIABILITY INSURANCE

DATE 10/10/15 Item 15.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURICA - Oklahoma City 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME: Shannon Robertson, CISR, CRIS, AAI	
	PHONE (A/C, No, Ext): (405) 556-2214 FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: Shannon.Robertson@INSURICA.com	
INSURED Wynn Construction Co., Inc. 11901 N. Eastern Avenue Oklahoma City, OK 73131	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Company	25623
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : Travelers Casualty Insurance Company of America	19046
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO5D706250	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8106N342295	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7J022403	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

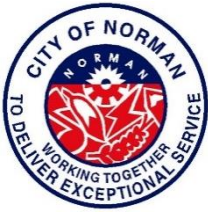
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Water Treatment Plant Carbon Dioxide Replacement Tank Contract K-2122-44
 Project WA0374; Bid No. 2122-22
 Certificate Holder is added as Additional Insureds with respects to the General Liability and Auto Liability policies where required by written contract subject to policy terms and conditions. The Certificate Holders are provided 30 days' notice of cancellation (10 days for non-payment) for General Liability, Automobile Liability and Workers' Compensation.

CERTIFICATE HOLDER Norman Utilities Authority 201-C West Gray St Norman, OK 73069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Norman Utilities Authority					
Water Treatment Plant Carbon Dioxide Replacement Tank (WA0374)					
Bid No. 2122-22					
Bid Opening Date:	Thursday, September 30, 2021				
Bid Opening Time:	2:00 PM				
<u>Company</u>	<u>City</u>	<u>State</u>	<u>Base Bid</u>	<u>Alternate 1</u>	<u>Alternate 2</u>
Wynn Construction	Oklahoma City	OK	\$75,000.00	\$218,000.00	\$252,000.00

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-62: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SMITH ROBERTS BALDISCHWILER, L.L.C., IN THE AMOUNT OF \$59,000 TO PROVIDE ENGINEERING SERVICES ASSOCIATED WITH THE SOUTH LAKE ADDITION WATER LINE REPLACEMENT PROJECT



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/9/2021

REQUESTER: Rachel Croft, Staff Engineer

PRESENTER: Rachel Croft, Staff Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-62: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SMITH ROBERTS BALDISCHWILER, L.L.C., IN THE AMOUNT OF \$59,000 TO PROVIDE ENGINEERING SERVICES ASSOCIATED WITH THE SOUTH LAKE ADDITION WATER LINE REPLACEMENT PROJECT

BACKGROUND:

The existing waterlines in the Southlake Addition, located between Cedar Lane and State Highway 9, just east of Classen Blvd (SH77), are made of ductile iron that were installed in the 1980s and have experienced a significant amount of corrosion, causing water main breaks that impact water service to the neighborhood. This project will install approximately 7,500 linear feet of 8-inch polyvinyl chloride (PVC) pipe along with minimal amounts of 6-inch PVC for small streets and short dead-end lines, and will then reconnect services for the residents.

DISCUSSION:

A Request for Proposals (RFP) for this project was published in the *Norman Transcript* on July 15, 2021. Staff received 18 proposals on August 5, 2021 and reviewed each proposal. A selected firm was obtained using the ranking criteria listed in the RFP. Smith Roberts Baldischwiler, LLC (SRB) ranked the highest and was selected for the project. Their firm has extensive experience designing waterlines and has recently completed services associated with the new groundwater well waterline project.

Funding for the project will be \$59,000 from the Water Fund, Waterline Replacements, Design (Account 31996683-46201; Project WA0352), which has an available balance of \$106,000 and is sufficient for funding the project.

RECOMMENDATION:

Staff recommends the NUA approve Contract K-2122-62 in the amount of \$59,000 with Smith Roberts Baldischwiler, LLC for engineering services associated with the Southlake Addition Waterline Replacement.

AGREEMENT
FOR
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Smith Roberts Baldischwiler, LLC (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to design and bid the PROJECT consisting of water line replacements with the Southlake Addition located between Cedar Lane and State Highway 9, east of Classen Blvd (SH 77);

WHEREAS, the PROJECT, will ensure that new water lines are in place prior to completion of new paving and ancillary improvements;

WHEREAS, ENGINEER is prepared to provide said SERVICES; and

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

ENGINEER shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 5 - COMPENSATION

OWNER shall pay ENGINEER in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER 's SERVICES on the PROJECT. Such data may include operations reports, record drawings, and equipment manuals for the WRF. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by ENGINEER.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES
- 6.3. Timely Review: OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.
- 6.4. Meetings and Workshops: OWNER will participate in progress meetings and workshops with ENGINEER or contractor(s) defined in Attachment B, Scope of Services.
- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal

authorities; and land, easements, rights-of-way, and access necessary for ENGINEER 's SERVICES or PROJECT construction.

- 6.6. Hazardous Substances: If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated. ENGINEER shall not assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste.

ARTICLE 7 - STANDARD OF CARE

ENGINEER shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ENGINEER shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. ENGINEER agrees to indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all third party tort claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees recoverable under applicable law) from bodily injury (including death) or tangible property damage caused by a negligent act, error, or omission of ENGINEER in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless ENGINEER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees recoverable under applicable law) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. ENGINEER and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by ENGINEER shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 Employee Claims. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, ENGINEER shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT ENGINEER shall maintain the following insurance:

- 9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 per occurrence for property damage.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 for property damage.
- 9.4 Professional Liability (errors and omissions) insurance with a minimum policy value of \$1,000,000.

ENGINEER shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and ENGINEER as additional insured on their General Liability Insurance policies.

ENGINEER and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and ENGINEER to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety and security precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request ENGINEER shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by ENGINEER pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

ARTICLE 13 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to ENGINEER. ENGINEER shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay ENGINEER for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ENGINEER's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor ENGINEER shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or ENGINEER under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 15 - COMMUNICATIONS

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

ENGINEER: Bryan Mitchell, P.E.
Smith Roberts Baldischwiler, LLC
SRB Engineering Manager
100 NE 5th Street
Oklahoma City, OK 73104

OWNER: Rachel Croft
Norman Utilities Authority (NUA)
201-C West Gray
P.O. Box 370
Norman OK 73070
405-217-7778
Rachel.Croft@normanok.gov

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

ARTICLE 16 - WAIVER

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

ARTICLE 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A – Schedule
Attachment B – Scope of Services
Attachment C – Compensation

ARTICLE 19 - SUCCESSORS AND ASSIGNS

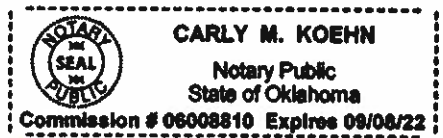
OWNER and ENGINEER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives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

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

DATED this 26th day of October, 2021.

Smith Roberts Baldischwiler, LLC – ENGINEER

ATTEST



By: *Bryon Mitchell*

Printed Name: Bryon Mitchell

Title: Engineering Manager

Carly M. Koehn

Carly M. Koehn

Notary/Admin Assistant

Norman Utilities Authority- OWNER

APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 20____.

ATTEST

By: _____

Printed Name: Brea Clark

Title: Chairman

Brenda Hall

Secretary

ATTACHMENT A

SCHEDULE

ENGINEER shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Task	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022
1											
2											
3											
4											
5											

ATTACHMENT B

SCOPE OF SERVICES

General Project Scope:

The general scope of work for this project will be the development of construction plans for the water line replacement for sections of 8-inch and 6-inch water line throughout the Southlake Addition located between Cedar Lane and State Highway 9, just east of Classen Blvd (SH 77) in the City of Norman. All design and construction requirements of the City of Norman will be followed for the replacement of approximately 7,500 linear feet of 8-inch and minimal amounts of 6-inch water lines for small streets and dead-end lines. It is understood the scope of work will encompass, but not be limited to: research of existing public and private utility owners; development of a preliminary construction plans; identification of potential construction issues and preliminary estimated construction costs; participation in a preliminary review meeting with staff and other stakeholders; conduct utility conferences with all effected utility line owners; completion of final construction plans for review; participate in a final review meeting with staff; prepare bid documents for the owner to advertise and take competitive bids; provide limited construction administration support services; and the culmination of the project by the delivery of as-built plans.

Task 1 – Preliminary Design

The Engineer will provide preliminary design services for the project including:

- A. Coordinate and hold a project kickoff meeting with the owner to outline the project scope and anticipated project schedule. The meeting will include gathering of project expectations by the owner staff members and the design team;
- B. Conduct a field reconnaissance of the project area looking at above ground features and potential construction issues;
- C. Prepare Preliminary Construction Plans (65% Complete) for review by the owner. The preliminary construction plans will show the existing topographical ground features, existing utilities, existing and proposed water lines, domestic and fire service reconnections, detailed designs for tie-ins and intersections at zoomed scales, restoration requirements, any additional right-of-way or easements required for construction, and preliminary construction quantities;
- D. Prepare preliminary construction cost estimate;
- E. Participate in review meeting with Owner.

Task 2 – Final Design

The Engineer will provide final design services including:

- A. Incorporate review comments from 65% plan review;
- B. Prepare construction plans, specifications, and supporting documents for the project; The final construction plans will include, but are not limited to:
 1. Professional engineer's sealed and signed title sheet
 2. Location map
 3. Estimated quantities and pay items
 4. General construction notes
 5. Construction quantity summary sheets
 6. Plan and profile sheets
 7. Construction detail sheets

8. Erosion control sheets
 9. Storm water management plan.
- C. Participate in review meeting for final plans;
 - D. Incorporate final comments; and
 - E. Issue final construction plans and specifications for Owner approval.

Task 3 – Bidding

The Engineer will provide bidding services for the project including the following:

- A. Distribute electronic plans to prospective bidders and maintain plan holder list;
- B. Hold pre-bid meeting including preparation of agenda and minutes;
- C. Issue addenda as required;
- D. Prepare Engineer's Estimate for the proposed project incorporating addenda;
- E. Review bids, prepare bid tabulation, and provide contract award recommendation; and
- F. Provide conformed contract documents in hardcopy (3 sets of 11x17) and in electronic (PDF) format.

Task 4 – Limited Construction Administration

The owner will provide the overall project management and on-site construction inspection for the duration of the project's construction. The Engineer will provide limited construction administration and assist the owner in monitoring the construction progress for the project as follows:

- A. Coordinate and lead a pre-construction meeting;
- B. Review and approve all shop drawings and material submittals;
- C. Review and respond to all requests for information (RFI's);
- D. Review and approve monthly and final pay claims;
- E. Prepare change orders and/or contract amendments;
- F. Participate in final inspection and prepare punch list;
- G. Participate in punch list inspection; and
- H. Provide recommendation to accept upon completion of the work in accordance with the contract documents.

Task 5 – As-Built Drawings/Documents

Upon completion of construction and acceptance of the project by the owner, the Engineer will:

- A. Update the original construction plans to reflect the project's actual construction. The as-built plans will reflect the owner provided mark-ups that will be provided by the owner and/or contractor to the Engineer at the final inspection. All changes and deviations from the original construction plans will be highlighted in red ink in accordance with standard drafting practices.
- B. The Engineer will provide all as-built drawing files, in the most current AutoCAD format, as well as one (1) electronic copy (PDF file format) of the as-built plans and GIS layers for new water lines and appurtenances.

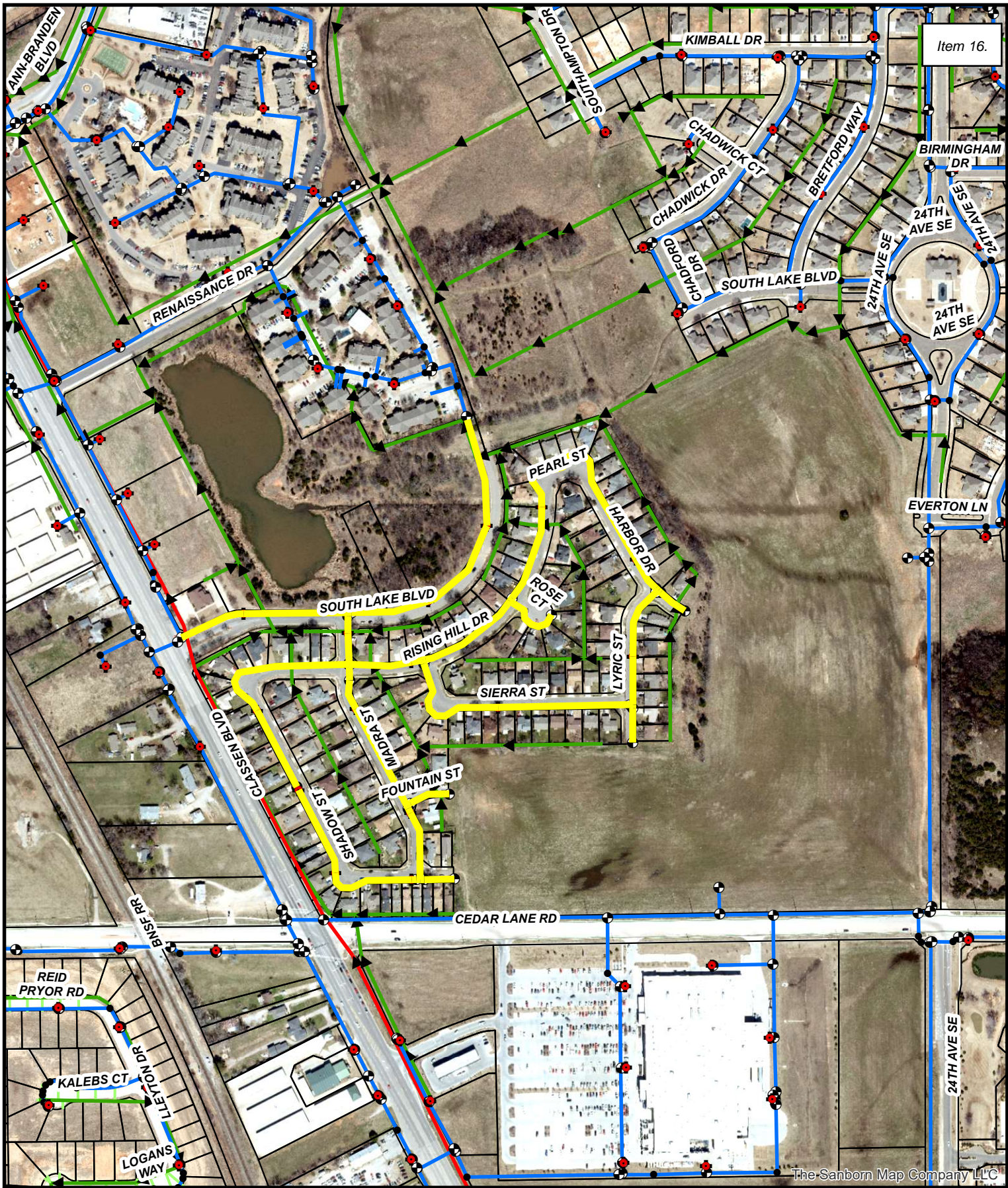
ATTACHMENT C

COMPENSATION

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

Task	Task Description	Total Fee Amount
1.0	Preliminary Engineering	\$22,000
2.0	Final Design	\$22,000
3.0	Bidding	\$6,000
4.0	Limited Construction Administration	\$6,000
5.0	As-Built Drawings/Documents	\$3,000
	Total	\$59,000

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



The Sanborn Map Company LLC

Southlake Addition Waterline Replacements



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.

0 150 300 600 Feet

July 9, 2021



Legend

- WL_Replacement_Southlake
- + WHydrants
- WValves
- WMains
- SForceMains
- SGravityMains

340



The City of
NORMAN

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

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

Item 16.

September 14, 2021

**Re: Norman Utilities Authority
Request for Qualifications 2122-14
Southlake Waterline Replacement Project**

To whom it may concern,

On August 5, 2021, the Norman Utilities Authority (NUA) received qualifications from 18 applicants. The review committee consisted of 3 members (Rachel Croft, Ken Giannone, and Nathan Madenwald) who evaluated each qualifications packet independently. The qualifications were ranked using the method indicated in the Request for Qualifications. Smith Roberts Baldischwiler, LLC put forth the best qualifications content for this project. If contract negotiation is unsuccessful, then negotiations will proceed in the following order:

1. Smith Roberts Baldischwiler, LLC
2. Garver, LLC
3. Plummer
4. Guernsey
5. KSA Engineers, Inc.

We thank you for your interest in this project.

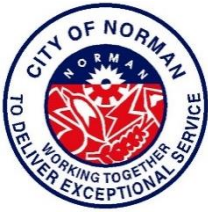
Sincerely,
NORMAN UTILITIES AUTHORITY

Rachel Croft
Staff Engineer

cc: Chris Mattingly, P.E. – Director of Utilities
Nathan Madenwald, P.E. – Utilities Engineer
Ken Giannone, P.E. – Capital Projects Engineer

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONMENT OF CONTRACT K-2122-69: A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH THE DRABEK TRUST FOR THE ACQUISITION OF PROPERTY NEEDED FOR THE JAMES GARNER NORMAN FORWARD FLOOD TO ACRES PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Elisabeth Muckala

PRESENTER: Elisabeth Muckala

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONMENT OF CONTRACT K-2122-69: A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH THE DRABEK TRUST FOR THE ACQUISITION OF PROPERTY NEEDED FOR THE JAMES GARNER NORMAN FORWARD FLOOD TO ACRES PROJECT.

BACKGROUND:

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

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

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

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

Upon completion of preliminary plans, it was determined that the City of Norman is in ownership of all required rights-of-way for the James Garner Phase 2-Acres Street to Flood Avenue project, except for two parcels: one owned by the University of Oklahoma which is in the process of being acquired; and the subject parcel, located along the BNSF Railroad Right-of-Way from Robinson Street to Flood Avenue, which is owned by a private trust. A portion of this parcel is required to accommodate the new James Garner Extension.

In March, 2021, the Council amended the current contract (K-1617-105) with Garver, LLC in order to add Right-of-Way Acquisition Services for this parcel, a part of the James Garner Phase 2 Norman Forward Project, for a total contract increase of \$5,675.

DISCUSSION:

Pursuant to ODOT standards, this parcel was appraised and an offer made to purchase 1.19 acres from the 2.09 acre parcel, for a total offer amount of \$44,850. The owner of the parcel (Trustee of the Vernon James Drabek Revocable Living Trust dated 2/01/1996) counter-offered, accepting the City's offered value of \$0.90/SF, but asking that the entire parcel be acquired at a cost of \$81,936, which is equivalent to the value set by the City's appraisal for the parcel.

Considering the low overall cost of the property, the small amount of parcel that would remain following acquisition, and the potential benefit to the City from owning additional property proximate to this intersection location, City Staff determined that accepting the counter-offer to purchase the entire parcel could be advantageous to the City. City Staff has thus negotiated, through City legal counsel, an agreement for the fee acquisition of the entire parcel.

The Real Estate Purchase and Sale Agreement ("Purchase Agreement") with the owner allows for a straight-forward acquisition and affords the City opportunities to perform necessary title work and environmental evaluation as required by ODOT's processes. A forty-five (45) day due diligence period is allowed (which staff feels is adequate considering that the parcel is vacant) and flexibility for closing at an earlier or later date, at the parties mutual agreement or based upon any particular needs of the City. The Purchase Agreement further provides for a small earnest deposit (\$5,000, a little more than 6% of the total parcel price), to be ultimately applied to the overall purchase price. The Purchase Agreement also contains a typical arrangement for the parties' division of closing costs for the purchase.

City Staff believes the negotiated Purchase Agreement is an equitable arrangement for both the City and the property owner and that a purchase under these terms will be of benefit to the James Garner Flood to Acres Norman Forward Project.

Funds for the purchase are available in the Norman Forward Fund, James Garner Flood to Acres project, Land account (Account 51594405-46001; Project NFP109).

RECOMMENDATION NO. 1:

City Staff recommends approval of the Purchase Agreement, Contract K-2122-69.

RECOMMENDATION NO. 2:

City Staff further asks that the City Manager be authorized and empowered to execute necessary documents, cooperate with the seller as necessary, and to perform any other functions needed in order to carry out the full intent of Contract K-2122-69.

**REAL ESTATE
PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this ___ day of _____, 2021 (the "Effective Date") by and between Patrick Donnelly, Trustee of the Vernon James Drabek Revocable Living Trust, dated February 1, 1996, a resident of the State of Oklahoma, ("Seller"), and the City of Norman, ("Buyer").

For good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Purchase and Sale; Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, that certain real property situated in Cleveland County, State of Oklahoma as more particularly described on Exhibit "A" (the "Subject Property") attached hereto and incorporated herein, together with all improvements situated thereon and appurtenances thereunto belonging, and all of Seller's right, title and interest in and to any adjacent streets, highways, alleys, rights-of-way and easements, and all rights, privileges, licenses, hereditaments and appurtenances to such land (the "Property").

2. Purchase Price. Buyer shall pay Seller the sum of Eighty-one Thousand Nine Hundred Thirty-six Dollars & no/100 (\$81,936.00) (the "Purchase Price") subject to any prorations and credits herein provided. Buyer shall pay the Purchase Price as follows:

(a) The sum of **Five Thousand Dollars** (\$5,000.00) (together, with any interest earned thereon, collectively, the "Earnest Money"), upon execution of this Agreement, payable to Cleveland County Abstract Company (the "Title Company"). The Earnest Money shall be held by Title Company and shall be applied against the total Purchase Price at Closing (as defined below) or otherwise disbursed in accordance with the terms and conditions of this Agreement. In the event Buyer fails to deposit the Earnest Money with Title Company in accordance with this Agreement, Seller may terminate this Agreement upon written notice to Buyer. Any interest earned on the principal portion of the Earnest Money shall be deemed to be a part of the Earnest Money and shall be paid together with the principal portion of the Earnest Money.

(b) Buyer shall pay the balance of the Purchase Price to Seller on the Closing Date (as defined below) in immediately available funds, or such lesser amount as may be required after the credits, adjustments, and proration set forth in the statement of receipts, disbursements and prorations (the "Closing Statement") prepared by the Title Company and accepted by the parties.

3. Closing. Closing (the "Closing") hereunder shall occur thirty (30) days following the end of the Due Diligence Period (as defined in Section 5) (or such earlier date as is mutually agreed upon by the parties) (the "Closing Date"). Buyer shall have the right to extend the Closing Date for up to 1 additional 30 day periods (each, an "Extension Period") by providing Seller written

notice of the same no later than 5 days prior to the then-scheduled Closing Date and contemporaneously with such extension depositing the sum of Five Thousand Dollars (\$5,000) (an "Extension Deposit") with the Title Company. The Extension Deposit shall become a part of the Earnest Money and shall be non-refundable, except as expressly set forth herein. The Extension Deposits will be applied to the Purchase Price at Closing.

4. Title and Survey. Buyer may obtain with Seller's reasonable cooperation, and at Buyer's sole cost and expense, a commitment for the issuance by Title Company of an ALTA Owner's Title Insurance Policy (the "Commitment") and an ALTA survey of the Property (the "Survey"). If Buyer objects to any matters disclosed in the Commitment or the Survey, Buyer shall provide Seller written notice of such objections ("Title Objection Notice") no later than 30 days prior to the expiration of the Due Diligence Period. Seller may, but shall not be obligated to, cure any such objections and shall provide written notice to Buyer of Seller's intent to cure or not cure such objections on or before the date that is 10 days following receipt of the Title Objection Notice. If Seller notifies Buyer that it will not cure an objection and Buyer does not terminate this Agreement prior to expiration of the Due Diligence Period or within five (5) days of Buyer's receipt of Seller's refusal to cure, whichever occurs later, then any such objection shall be deemed waived by Buyer and the applicable matter shall be deemed to be a "Permitted Exception" together with any other matters shown on the Commitment or Survey and not timely objected to by Buyer as set forth above. If Seller elects to cure any objection specified in the Title Objection Notice and Seller is unable to complete the cure of such objection prior to the Closing Date, Buyer shall have the option either to (i) waive the uncured objection and proceed to Closing, (ii) agree with Seller to extend the Closing Date at no additional cost to Buyer, or (iii) to terminate this Agreement and receive a refund of the Earnest Money, in which event both parties shall be relieved of any further obligations and liabilities hereunder.

5. Inspection of Property. From the Effective Date and for a period of Forty-five (45) days thereafter (the "Due Diligence Period"), Buyer may, at Buyer's sole cost and expense, inspect the Property, including without limitation (i) review economic data relating to the Property, (ii) conduct appraisals and market analysis, (iii) perform inspections of the physical and environmental condition of the Property, (iv) determine if the Property complies with applicable legal requirements; (v) review matters relating to title and survey as set forth in Section 4; and (vi) conduct such other underwriting and analysis as Buyer, in its sole discretion, may deem necessary or appropriate. If prior to the expiration of the Due Diligence Period, Buyer determines, in Buyer's sole and absolute discretion, that the Property is for any reason unsuitable for Buyer's purpose, Buyer shall have the right to terminate this Agreement by giving Seller written notice of such termination before the expiration of the Due Diligence Period, in which event the Earnest Money shall be refunded to Buyer. If Buyer does not terminate this Agreement pursuant to the preceding sentence, then (i) Buyer's right of termination under this Section 5 shall automatically lapse and be of no further force and effect, (ii) Buyer shall be deemed to have accepted the condition of the Property, and (iii) the Earnest Money shall become non-refundable for any reason except as otherwise expressly provided herein. Seller may require as much as 2 days' advance notice before Buyer or any of its representatives enters the Property to conduct any inspections. Buyer will defend, indemnify, and hold harmless Seller from and against any and all damages, losses, claims, liabilities, and any other expenses or obligations (including, but not limited to, reasonable attorneys' fees) resulting from, related to or arising out of Buyer or Buyer's representatives' access

to the Property, any Property inspection or other due diligence conducted by or on behalf of the Buyer. Buyer's obligations set forth in this Section 5 shall survive any termination of this Agreement.

6. Closing Deliveries.

(a) Seller's Closing Deliveries. Seller shall deliver or cause to be delivered to Buyer the following at Closing:

(i) A Special Warranty Deed in the form attached hereto as Exhibit "B" (the "Deed"), subject to the Permitted Exceptions;

(ii) Possession of the Property, subject to the Permitted Exceptions;

(iii) An assignment of all contracts, permits, licenses and similar items affecting the Property, if any; and

(iv) Such other documents and instruments as may reasonably be required by Buyer or the Title Company in order to consummate the transactions contemplated by this Agreement.

(b) Buyer's Closing Deliveries. Buyer shall deliver or cause to be delivered to Seller the following at Closing:

(i) The Purchase Price;

(ii) Evidence reasonably satisfactory to Seller and the Title Company respecting the due organization of Buyer and the due authorization and execution by Buyer of this Agreement and the documents required to be delivered hereunder; and

(iii) Such other documents and instruments, including any documents necessarily created to demonstrate title, as may reasonably be required by Seller or the Title Company in order to consummate the transactions contemplated by this Agreement.

7. Closing Costs; Property Taxes; Prorations and Adjustments.

(a) Seller shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

(i) All transfer taxes and documentary stamp charges;

(ii) One-half (1/2) of the escrow fees of the Title Company; and

(iii) Any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

(b) Buyer shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

(i) The costs of the Title Commitment and Survey, and any title insurance policy issued at Closing;

(ii) The costs of any environmental or other inspections of the Property conducted by Buyer;

(iii) Recording fees for the recording of the Deed;

(iv) One-half (1/2) of the escrow fees of the Title Company; and

(v) Any and all costs incurred by Buyer in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

(c) Property taxes for the year of Closing shall be prorated between Seller and Buyer as of midnight on the day before the Closing Date and assumed and paid after Closing by Buyer, if applicable. If the amount of ad valorem taxes for the current year of Closing is not yet known, then Seller and Buyer shall base the proration of ad valorem taxes upon the rate of levy for the previous tax year. In that event, Seller and Buyer shall make any necessary adjustments to such proration at the time ad valorem taxes for the year of Closing are determined.

8. Brokerage Fees. Each party represents and warrants to the other party that it has not dealt with or negotiated with, or engaged on its own behalf or for its benefit, any broker, finder, consultant, advisor, or professional in the capacity of a broker or finder in connection with this Agreement or the transactions contemplated hereby. Each party hereby agrees to indemnify, defend, and hold the other party harmless from and against any and all claims, demands, causes of action, losses, costs and expenses (including reasonably attorneys' fees, court costs and disbursements) arising from any claim for commission, fees, or other compensation or reimbursement for expenses made by any broker engaged by or claiming to have dealt with the indemnifying party in connection with this Agreement or the transactions contemplated hereby.

9. Seller's Covenants. Seller covenants that, from the Effective Date until Closing, Seller shall:

(a) Maintain the Property in the ordinary course of business and deliver the Property to Buyer at Closing in substantially the same condition it was in as of the Effective Date, ordinary wear and tear excepted; and

(b) Comply with all laws applicable to the Property, use, or occupancy thereof.

10. Representations and Warranties.

(a) Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(i) Seller has full power and authority to enter into and perform this Agreement in accordance with its terms;

(ii) Seller has not violated any contract, agreement, or other instrument to which Seller is a party nor any judicial order, judgment, or decree to which Seller is bound: (a) entering into this Agreement; (b) executing any of the documents Seller is obligated to execute and deliver on the Closing Date; or (c) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement;

(iii) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder;

(iv) Seller has not received written notice of any condemnation or eminent domain proceedings pending or threatened against the Property or any part thereof.

(b) Buyer's representations and Warranties. Buyer represents and warrants to Seller as follows:

(i) Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms. All requisite action has been taken by Buyer in connection with this Agreement or shall have been taken on or prior to the Closing Date. Buyer's execution, delivery, and performance of this Agreement have been duly authorized, and all required consents or approvals have been obtained. The individual executing this Agreement on behalf of Buyer has the power and authority to bind Buyer to the terms and conditions of this Agreement;

(ii) Buyer has not violated any contract, agreement, or other instrument to which Buyer is a party nor any judicial order, judgment, or decree to which Buyer is bound: (x) entering into this Agreement; (y) executing any of the documents Buyer is obligated to execute and deliver on the Closing Date; or (z) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement;

(iii) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Buyer's power or authority to enter into or perform this Agreement; and

(iv) There are no judgments, orders, or decrees of any kind against Buyer unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Buyer's knowledge, threatened against Buyer, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Buyer or the ability of Buyer to consummate the transactions contemplated by this Agreement.

11. Conditions to Closing.

(a) Conditions Precedent to Seller's Obligation. The obligation of Seller under this Agreement to sell the Property to Buyer at Closing is subject to the satisfaction at the time specified of each of the following conditions (any or all of which may be waived in whole or in part by Seller in writing at or prior to Closing):

(i) All of Buyer's representations set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the date of Closing as though made on and as of the Closing Date;

(ii) Buyer shall have performed and complied with all of the terms and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date; and

(iii) There shall not exist any pending or threatened investigation, litigation, proceeding or arbitration before any court or any federal, state or other governmental commission, board or agency that is commenced or initiated by a governmental entity that is against or affecting any of the Property or against any party to this Agreement seeking to restrain, prohibit or obtain damages or other relief in connection with the consummation of the transactions contemplated by this Agreement.

(b) Conditions Precedent to Buyer's Obligation. The obligation of Buyer under this Agreement to purchase the Property from Seller at Closing is subject to the satisfaction at the time specified of each of the following conditions (any or all of which may be waived in whole or in part by Buyer in writing at or prior to Closing):

(i) All of Seller's representations set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the date of Closing as though made on and as of the Closing Date;

(ii) Seller shall have performed and complied with all of the terms and conditions required by this Agreement to be performed or complied with by Seller prior to or on the Closing Date;

(iii) There shall not exist any pending or threatened investigation, litigation, proceeding or arbitration before any court or any federal, state or other governmental commission, board or agency that is commenced or initiated by a governmental entity that is against or affecting any of the Property or against any party to this Agreement seeking to restrain, prohibit or obtain damages or other relief in connection with the consummation of the transactions contemplated by this Agreement.

(c) In the event of a failure of any of the conditions set forth in Section 7(a), Seller, at its option, shall have the right to (i) waive such failure, in whole or in part, and continue to Closing or (ii) terminate this Agreement, whereupon the Deposit shall be delivered to Seller. In the event of a failure of any of the conditions in Section 7(b), Buyer, at its option, shall have the right to (i) waive such failure, in whole or in part, and continue to Closing or (ii) terminate this Agreement, whereupon the Deposit shall be returned to Buyer. If this Agreement is terminated pursuant to this Section 7(c), Buyer and Seller shall have no further liabilities or obligations hereunder, except those which by their terms expressly survive termination of this Agreement.

12. Survival. Except for the indemnity in Section 5, the parties, intending to modify any applicable statute of limitations, agree that (i) the representations and warranties contained in this Agreement shall terminate and expire on Closing, and (ii) all covenants in this Agreement which by their terms are required to be performed prior to or at Closing will not survive Closing.

13. Default; Remedies.

(a) Buyer's Default; Seller's Remedy. In the event Buyer shall fail to perform Buyer's obligations hereunder, except as excused by Seller's default, Seller shall make written demand on Buyer for such performance and, if Buyer fails to comply with such written demand within ten (10) days after receipt thereof, Seller shall have the sole and exclusive options to either (i) waive such default and close the transaction contemplated by this Agreement, or (ii) terminate this Agreement by written notice to Buyer, and on such termination Seller shall be entitled to receive the Earnest Money as liquidated damages and not as a penalty, it hereby being specifically agreed by the parties that the actual damages to Seller as a result of Buyer's failure to perform under this Agreement are difficult or impossible to ascertain. On such termination and receipt of the Earnest Money, the parties shall be discharged from any further obligations and liabilities hereunder.

(b) Seller's Default; Buyer's Remedy. In the event that Seller shall fail to perform Seller's obligations hereunder, except as excused by Buyer's default, Buyer shall make written demand upon Seller for performance and if Seller fails to comply with such written demand within ten (10) days after receipt thereof, Buyer shall have the sole and exclusive options to either (i) waive such default and close the transaction contemplated

by this Agreement, (ii) seek specific performance, or (iii) terminate this Agreement by written notice to Seller and on such termination Buyer shall receive a refund of the Earnest Money and both parties shall be relieved of any further obligations and liabilities hereunder.

14. AS-IS, WHERE-IS. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF PROPERTY SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND INSPECTIONS TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS ACQUIRING THE PROPERTY AT CLOSING ON AN "AS-IS, WHERE-IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT (NONE OF WHICH SHALL SURVIVE CLOSING), SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY.

15. Miscellaneous.

(a) Notices. Any notice under this Agreement will be in writing and will be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid, one day after being deposited with a nationally recognized carrier service for overnight delivery, or immediately when sent by electronic mail (provided that the sender can provide proof of receipt) and addressed to the party(ies) at the address(es) stated in this Agreement or such other address as a party may designate by written notice to the other given in compliance with this section.

Buyer: Kathryn L. Walker
City Attorney
201 West Gray Street
Norman, Oklahoma 73069
Telephone: (405) 366-5376
Facsimile: (405) 366-5425
Kathryn.Walker@NormanOK.gov

Seller: Patrick Donnelly, Trustee
Vernon James Drabek Revocable Living Trust, dtd
2/1/96
3030 Northwest Expressway
Suite 200
Oklahoma City, Oklahoma 73112
jpatdonnelly@aol.com

With a copy to: Phillips Murrah P.C.
Attn: Joshua L. Edwards
101 N. Robinson
Corporate Tower, 13th Floor
Oklahoma City, Oklahoma 73102
jledwards@phillipsmurrah.com

(b) Waiver. Failure of either party at any time to require performance of any provision of this Agreement will not limit that party's right to enforce the provision, nor will any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

(c) Assignment. Except as otherwise provided within this Agreement, no party may transfer or assign this Agreement without the prior written consent of the other party, provided however, the Seller, at its sole and complete discretion may assign this Agreement to the Judith E. Drabek Foundation Trust or any assignee thereof without prior written consent.

(d) Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma without reference to conflicts of laws principles. Any action or proceeding seeking to enforce any provisions of, or based on any right arising out of this Agreement may only be brought against any of the parties in the District Court of Cleveland County, Oklahoma or in the United States District Court for the Western District of Oklahoma.

(e) Attorney Fees. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any related appeal, it is agreed that the prevailing party will be entitled to its reasonable attorneys' fees and costs to be fixed by the arbitrator, trial court, and/or appellate court.

(f) Cooperation. The parties will cooperate with each other in the preparation of all tax returns, questionnaires, applications, filings or other documents or fees payable in connection to filings and recordings related to this Agreement and the consummation thereof.

(g) Presumption. This Agreement will not be construed against any party due to the fact that the Agreement or any section thereof was drafted by or on behalf of such party.

(h) Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and will not be deemed part of the context nor affect the interpretation of this Agreement.

(i) Pronouns and Plurals. All pronouns and any variations will be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person

or persons may require.

(j) Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

(k) Agreement Binding. This Agreement will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

(l) Further Action. The parties will execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(m) Counterparts. This Agreement may be executed in several counterparts and all so executed will constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Furthermore, the parties may sign and deliver this Agreement by electronic means such as .pdf or similar format. Each party agrees that the delivery of the Agreement by electronic means will have the same force and effect as delivery of original signatures and that each party may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

(n) Parties in Interest. Nothing herein will be construed to be to the benefit of any third party, nor is it intended that any provision will be for the benefit of any third party.

(o) Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, will be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, will not be affected thereby.

(p) Holidays. To the extent that the last day for the performance of any act or the giving of any notice required or permitted under this Agreement falls on a Saturday, Sunday or federally recognized holiday, the applicable time period with respect thereto shall be continued until and the act or notice may be performed or given on, the next succeeding business day.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

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SELLER:


**VERNON JAMES DRABEK
REVOCABLE LIVING TRUST
Dtd 2/1/96**


By: **PATRICK DONNELLY,
TRUSTEE**

**STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)**

Before me, the undersigned, a Notary Public in and for said County and State, on this 3 day of November, 2021, personally appeared Patrick Donnelly, to me known to be the identical person, and Trustee of the Vernon James Drabek Revocable Living Trust Dtd 2/1/96, who executed the foregoing agreement and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

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

Signed: 

By: Carolyn Zeldenthaus

Title: **Notary Public**

(SEAL)

My Commission expires: 11/10/2023
99017538

BUYER:

THE CITY OF NORMAN

By: BREEA CLARK, MAYOR

ATTEST:

By: BRENDA HALL, CITY CLERK

Approved as to form and legality this _____ day of _____, 2021.

CITY ATTORNEY'S OFFICE

Exhibit "A"**Description of the Property**

A parcel of land in the Southwest Quarter of Section 19, Township 9 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma being more particularly described as follows:

COMMENCING at the South Quarter Corner, Section 19, T9N, R2W;

THENCE S89°57'53.71"W along the South section line a distance of 527.71 feet to a point;

THENCE N00°02'06.29"W a distance of 140.00 feet to a point and said point being the POINT OF BEGINNING;

THENCE S89°58'00.54"W a distance of 74.54 feet to a point;

THENCE N27°43'42.44"W and parallel to the west property line of the Burlington Northern Santa Fe Railway (BNSF) a distance of 1324.63 feet to a point of curve;

THENCE on a curve to the left having a radius of 4971.07 feet, a chord bearing N17°27'06.99"W and 39.99 feet, and a central angle bearing 000°27'39" and an arc distance of 39.99 feet to a point;

THENCE N62°07'18.18"E a distance of 58.87 feet to a point; THENCE S27°43'42.44"E along the west property line of BNSF a distance of 1398.78 feet to the POINT OF BEGINNING;

Said parcel containing 91,028.94 square feet or 2.09 acres more or less.

RETURN TO:
City of Norman
C/O Elisabeth Muckala
Asst. City Atty.
P.O. Box 370
Norman, OK 73070

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Patrick Donnelly, Trustee of the Vernon James Drabek Revocable Living Trust, dated February 1, 1996 (“Grantor”), in consideration of the sum of Ten and No/100 Dollars and other valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and assign unto the The City of Norman (“Grantee”), whose mailing address is 201 West Gray Street, Norman, Oklahoma 73069, that certain real property and premises located in Cleveland County, State of Oklahoma, as more particularly described on Exhibit A attached hereto (the “Property”), together with all improvements thereon and all rights and appurtenances thereunto belonging, SUBJECT TO those items described on Exhibit B attached hereto (the “Permitted Exceptions”), and warrants title to the same.

TO HAVE AND TO HOLD the above described Property unto Grantee, its successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, liens and encumbrances of whatsoever nature made or suffered to be made or done by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

IN WITNESS WHEREOF, Grantors have executed this instrument effective this _____ day of _____, 2021.

GRANTOR:

**Vernon James Drabek Revocable Living Trust,
dated February 1, 1996**

By: _____
Patrick Donnelly, Trustee

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF _____) SS:

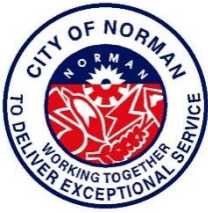
This instrument was acknowledged before me this ____ day of _____, 2021,
by Patrick Donnelly, as the Trustee of the Vernon James Drabek Revocable Living Trust, dated
February 1, 1996.

Notary Public

My commission expires:

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-70: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA. AND THE PIONEER LIBRARY SYSTEM FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2022.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/05/2021

REQUESTER: Kathryn Walker

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-70: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA. AND THE PIONEER LIBRARY SYSTEM FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2022.

BACKGROUND:

Norman first became a member of the library system operated by Pioneer in 1958. In 1960, Oklahoma voters approved a Constitutional provision that allowed for ad valorem tax levies to provide funds for the purpose of establishing and maintaining or aiding in establishing and maintaining cooperative county libraries and joint city-county libraries. Provisions related to the operation of public libraries were adopted thereafter. Pioneer Library System (“PLS”) was established pursuant to this authority, and after a two-mill library levy was adopted by the voters, PLS contracted with the City in 1962 to create a cooperative library system. PLS initially provided services in Cleveland and McClain counties, but it has since expanded into Pottawatomie County as well.

Since 1962, the City has provided PLS with library facilities in Norman, utilities and janitor services, and maintenance. The initial contract was extended automatically for successive one-year periods. Subsequent agreements addressed the growth in the library system. A 2012 agreement (K-1112-120) addressed the acquisition of the building now known as Norman West on 300 Center Court. Another agreement in 2012 (K-1213-48) addressed the acquisition and use of a 24-hour library service machine located at Irving Middle School. Finally, a 2016 agreement (K-1516-97) formally acknowledged the planned additions of the new Norman Central Library, across from Andrews Park and Norman East, next to Fire Station 9.

The parties desire to begin the practice of presenting contracts to each respective board on an annual basis. Contract K-2122-70 is the result of those discussions.

DISCUSSION:

Contract K-2122-70 sets forth the obligations of PLS and of the City. PLS provides materials, programming, and trained staff at each library location in Norman, including the 24-hour service machine at Irving Middle School. PLS owns and maintains all materials and equipment it

purchases. PLS must make a good faith effort to minimize all operation and maintenance costs and provide notice to the City of any damages to real and personal property and needed repairs.

The City appoints at least one member to the Pioneer Board of Trustees as provided in Title 65. The City provides the buildings in good condition and continues to be responsible for the monthly utilities and maintenance of those buildings. Capital improvements are at the discretion of the City. The City has the right to conduct non-profit events or meetings of its choosing at any of the Norman libraries, provided there is not a scheduling conflict.

With this agreement, PLS has asked for the right to sublease any portion of its premises, provided it does not exceed 25%, and the premises continue to be used primarily for library and educational related purposes. PLS desires to work with the City to use lease revenues to fund furniture replacement as the need arises.

Lisa Wells, Executive Director of PLS, will be in attendance at the Council meeting to present an annual report to the Council of PLS' activities in Norman. This contract will be effective July 1, 2021, to ensure we are on an annual approval schedule that ties into the fiscal year.

RECOMMENDATION:

Staff recommends approval of Contract K-2122-70.

**AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE
2021-2022**

This Agreement is made and entered into this _____ day of _____, 2021 by and between the Pioneer Library System ("Pioneer") and the City of Norman (the "City") to set forth all rights and obligations of the parties with respect to the Norman Public Library.

WITNESSETH:

WHEREAS, Pioneer is a multi-county library system organized under 65 O.S § 4.101 et seq. operating public libraries in Cleveland, McClain and Pottawatomie Counties; and

WHEREAS, Norman has been a member of the library system operated by Pioneer since 1958; and

WHEREAS, Norman is located within Cleveland County (the "County") and the voters of the County have approved ad valorem mileage authorized by Art. X, Section 10A of the Oklahoma Constitution to support library services provided by Pioneer, including the 6 mill levy approved May 13, 2008; and

WHEREAS, the City owns real property located at 103 W Acres Street, and 3051 Alameda Street, Norman, Oklahoma, upon which the Norman Public Library Central and Norman Public Library East are located and

WHEREAS, Pioneer has agreed to provide all services necessary to operate the Norman Public Libraries in conformance with the standards promulgated by the Oklahoma Department of Libraries at the sites owned (the Norman Public Libraries Central and East) and leased (Norman Public Library West) by the City; and

WHEREAS, the City will include estimated appropriations within its 2021-2022 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

WHEREAS, the parties wish to update and refine the delineation of the duties each has assumed with respect to provision of library services for the Norman Public Library Central.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and upon the conditions and under the terms stated herein, the parties agree as follows:

A. Pioneer Library System's Obligations. Pioneer shall:

1. Provide a collection of materials and programming services at the branch locations at, Norman Public Library Central at 103 W Acres Street Norman, OK; Norman Public Library East at 3051 Alameda Street, Norman, OK; the Norman Public Library West at 300 Norman Center Court, Norman, OK; and at the 24-Hour Library Service Machine located at 125 Vicksburg Avenue, Norman, OK.

2. Provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries. Said staff shall be employed by Pioneer, not the City of Norman. Further, Pioneer staff shall not be considered to be employees of the City, and employees of the City shall not be considered to be employees of Pioneer. Pioneer will, in its discretion, employ and hire such staff as it deems advisable for the operation of the Norman Public Libraries. All decisions regarding the supervision, compensation, promotion and discharge of such employees shall be made solely by Pioneer. Pioneer hereby agrees to waive any possible claims to any retirement benefits or deferred compensation for its employees and any other benefits available to qualified employees of the City. Pioneer shall maintain worker's compensation insurance for all of its employees working at the Norman Public Libraries in accordance with the applicable law of the State of Oklahoma.
3. Provide trained library staff to implement library services, including but not limited to, reference services, technology and training, reading guidance, library programs and administrative services.
4. Provide a collection of materials to include, but not limited to, both fiction and nonfiction and present the collection in a variety of formats. The collection will include materials for customers of all ages, including children, teens, and adults.
5. Provide library services to include, but not be limited to, programming determined by library floor space, staff availability and community need.
6. Provide library services to include but not be limited to, sharing of materials among Pioneer, the Norman Public Libraries, and the other branch libraries within the Pioneer Library System and libraries outside the Pioneer Library System, and regularly scheduled delivery of library materials and business communications among the Pioneer administrative and branch locations.
7. Pioneer will provide regular, continuous staff training in the areas of library automation systems, reading guidance, reference services, programming and customer services, and other library and community services.
8. Provide electronic systems for circulation and cataloging of materials and for communication among the branch libraries and administrative staff.
9. Establish hours of operation at the Norman Public Libraries in compliance with standards set by the Oklahoma Department of Libraries in consultation with the City.
10. Pioneer shall own, and maintain where needed, all materials and equipment purchased by Pioneer which shall remain the property of Pioneer. Property of Pioneer shall comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time. Pioneer shall insure the property it owns in such amounts and on such terms as determined by Pioneer and shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. Pioneer shall provide the City

with a certificate documenting that it holds personal property insurance and liability insurance as provided herein. Said documentation shall be provided to the City annually upon renewal of this agreement.

11. By December 31 of each year, Pioneer shall provide to the City a list of all building and/or property improvements Pioneer is requesting the City to make. The City may provide funding for said improvements as authorized by budgeted appropriations for said purposes.
12. Provide all technology Pioneer determines to be necessary, including internet access and computers, at no cost to the City to operate and maintain.
13. Provide to the City of Norman's security monitoring service a list of all Pioneer personnel who will respond to the monitoring service's contact that security might have been breached. If Pioneer determines that it needs security guards, Pioneer shall pay for that service and pay the costs of operating the closed-circuit TV (video surveillance system) at no cost to the City.
14. Make a good faith effort to minimize all operation and maintenance costs to be paid for by the City.
15. Pioneer shall provide notice to the City of any damages to the real and personal property and need for repairs. Any repairs that require immediate action such as, but not limited to, sewer backups, water leaks or roof leaks, require notice to be given to the City within twenty-four (24) hours. For those repairs not requiring immediate action, Pioneer shall provide notice to the City within fourteen (14) days. Pioneer shall have a duty to use reasonable care to discover any damage or need for repairs to the library.
16. Comply with all ordinances of the City, laws of the State of Oklahoma, and laws of the United States of America relating or pertaining in any manner to this Agreement.

B. The City of Norman's Obligations.

1. The City will appoint at least one member to the Pioneer Board of Trustees as provided by Oklahoma Law.
2. The City shall provide suitable buildings in which the library services may be provided in an appropriate, easily accessible location with sufficient paved parking adjacent to the library building, central heat and air conditioning with temperature control, electricity to meet lighting and climate control needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage and lighting, furnishings and equipment appropriate to building design and library function, and related equipment for security of the facility and customers. Access to the Building will comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time.
3. The City shall be responsible for the monthly utilities and maintenance associated with the buildings as outlined below, with the exception of the Norman Public Library West branch. Maintenance and operations consist of maintaining the interior and exterior of the buildings, the furnishings which are

owned by the City and located inside and outside of the buildings, the grounds on which the buildings are located, and the paved parking areas. Utilities, operations and maintenance covered by this Agreement include:

- a. Telephone services including a listing in the local phone directory, but excluding long distance calls
- b. City cable by franchise agreement
- c. Electric service
- d. Lawn/landscaping service
- e. Custodial services
- f. Building maintenance (including all furniture, fixtures and equipment purchased by the City)
- g. Electronic security system and monthly monitoring
- h. Water, sewer, trash service

The City shall consult with Pioneer periodically about the scope and character of these services.

4. The land, building, and the furniture and fixtures purchased by the City shall remain the property of the City. The City shall purchase and maintain in full force and effect suitable insurance policies as follows: Building and contents policy. A schedule of such policies of insurance then in force and effect shall be provided to Pioneer annually upon contract renewal. Additionally, the City shall be responsible for its own negligence in accordance with State law, including but not limited to, the Governmental Tort Claims Act.

5. The City shall, in its complete discretion, make all decisions regarding the need for capital improvements to be made and funds for those purposes. Capital improvements are any improvements made to maintain the facility in the condition it was on the date of this agreement, normal wear and tear excepted. The City shall not be responsible for capital improvements necessitated by "Tenant Misuse". The term "Tenant Misuse" will not include ordinary wear and tear on the premises, but will mean any act that causes damages to the premises or any part thereof and that arises out of uses of the premises not permitted by the terms of this Agreement or that is caused by negligent or willful acts of Pioneer, its employees, agents, contractors, invitees, customers or users.

6. The City reserves the right to conduct non-profit events or meetings of its choosing on the premises during each year and every year of the term hereof. The City shall consult with Pioneer as to the scheduling of such events or meetings. No events to be sponsored and conducted by the City shall conflict with events scheduled by Pioneer before the City's request for use. The City's use of the premises shall be subject to the rules, regulations, hours of operation and/or policies adopted by Pioneer pertaining to the premises. The City and Pioneer may agree to additional hours of operation for events or meetings upon prior written agreement.

C. Mutual Agreement

The parties to this Agreement understand and agree that the Norman Public Libraries and all furniture, fixtures and equipment purchased by the City shall be owned exclusively by the City.

D. Use of Premises for Purpose Stated

Pioneer covenants that during the term, the premises shall be used primarily for library and educational related purposes as stated above.

E. Redecoration and Remodeling

Pioneer will have the right and privilege, subject to prior written approval of the City, to perform nonstructural redecoration and remodeling, at Pioneer's own cost, to the premises from time-to-time as it will see fit.

F. Non-Discrimination

Pioneer represents and agrees it is Pioneer's policy, and shall remain Pioneer's policy, to operate the Premises so as not to discriminate against any employee, applicant for employment, or user of public services provided by Pioneer on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

G. Assignment

Pioneer may not assign this agreement, or any portion thereof, or any part of Pioneer's rights hereunder without prior written approval by the City. Pioneer may sublease any portion of the premises, provided any such sublease space does not exceed 25% of the premises, subject to the provisions herein.

H. Destruction of Premises

In the event the premises should be partially destroyed (less than twenty percent (20%) as a result of fire or other casualty, regardless of the cause, then the City will, at its sole cost and expense, promptly, and in any event within thirty (30) days after receipt of insurance proceeds, or within such longer period of time as may be necessary for the City to comply with public competitive bidding laws, commence to build or replace the same in as good condition as prior to such casualty or, if the City is unable to commence such rebuilding or replacement within thirty (30) days then as promptly thereafter as possible. In the event the premises should be substantially (twenty percent (20%) or more) destroyed as a result of fire or other casualty, regardless of the cause, or should it be untenable and unfit for occupancy at any time during the Term of this Agreement, then, the City, subject to availability of sufficient insurance proceeds for such purposes, may, in its complete discretion, build, rebuild or replace the premises.

I. Force Majeure

Failure in performance by either party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war, insurrection; strikes; lock outs; riots; floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond control, and without the fault, of the party claiming an extension of time to perform.

J. Term

The term of this agreement shall be July 1, 2021, through June 30, 2022, and shall be renewable annually upon the written consent of both parties.

K. Termination for Default

This agreement may be terminated by either party upon sixty (60) days prior written notice should either party fail substantially to perform in accordance with the agreement terms through no fault of the party initiating the termination after due notice and thirty (30) days within which to correct the fault.

L. Termination

This Agreement may be terminated with or without cause upon giving 180 days written notice to the other party.

M. Redelivery of Premises

Pioneer will, at the termination of this Agreement, or any extension thereof, peacefully quit, surrender and deliver up to the City, its successors or assigns, the premises in good condition, with the exception of usual wear and tear.

N. Whole Agreement and Amendments

This written Agreement between the City and Pioneer constitute the entire understanding between the parties and no other documents or oral discussions shall modify this written Agreement. Should it become the desire of both parties to amend this Agreement, such agreement shall be in writing and must be signed by both parties in order to have legal effect.

O. Entire Agreement

It is intended by the parties that this Agreement will supersede, nullify and void any previous agreements, contracts and supplements thereto between the parties herein or their predecessors and interests.

P. Non-Waiver

The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of the Agreement will not constitute a waiver or affect or diminish any right of any party thereafter to demand strict compliance and performance of the Agreement. Any suspension or waiver by the party of a default of any condition under this Agreement will not suspend, constitute a waiver or affect any other default by the other party.

Q. Severability

If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement and this Agreement shall continue in force to the fullest extent permitted by law.

R. Notices

For the purpose of notice given under this Agreement, the parties may be notified as follows:

City: City of Norman
Attention: Darrel Pyle, City Manager
201 West Gray
Norman, Oklahoma 73069
Telephone: (405)366-5402
Facsimile: (405)366-5489
Email: city.manager@normanok.gov

Pioneer: Pioneer Library System
Attention: Lisa Wells, Executive Director
300 Norman Center Court
Norman, OK 73072
Telephone: (405)801-4502
Facsimile: (405)801-4516
Email: lwells@pioneerlibrarysystem.org

This Agreement reflects all terms of the agreement between the parties. It may not be amended or modified in any way except by an instrument in writing signed by all parties.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, Pioneer Library System and the City of Norman have executed and entered into this Agreement as of the day and year first written above.

ATTEST:

CITY OF NORMAN:

CITY CLERK

MAYOR

PIONEER LIBRARY SYSTEM

CHAIR, BOARD OF TRUSTEES

ATTEST:

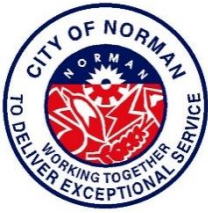
CORPORATE SECRETARY

REVIEWED AS TO FORM AND LEGALITY:

CITY ATTORNEY

File Attachments for Item:

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-48: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$146,660 FROM THE 48TH AVENUE N.W. PROJECT FROM INDIAN HILLS ROAD TO ONE MILE NORTH OF 34TH STREET IN MOORE AND APPLYING FUNDS TO THE TECUMSEH ROAD PROJECT FROM 156TH AVENUE N.E. TO 180TH AVENUE N.E.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-48: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$146,660 FROM THE 48TH AVENUE N.W. PROJECT FROM INDIAN HILLS ROAD TO ONE MILE NORTH OF 34TH STREET IN MOORE AND APPLYING FUNDS TO THE TECUMSEH ROAD PROJECT FROM 156TH AVENUE N.E. TO 180TH AVENUE N.E.

BACKGROUND:

On June 8, 2021 Norman City Council approved an agreement with Cleveland County and the subsequent transfer of funds for the construction of 48th Avenue NW from Indian Hills Road one-mile north to SW 34th Street. This project came to reality in coordination with multiple municipal jurisdictions including the City of Moore, City of Oklahoma City, and Cleveland County. Twenty-five percent of this roadway is located within the Norman city limits. During the process of coordinating this project City staff had initially placed 48th Avenue NW from Indian Hills to City Limits in the proposed budget for Fiscal Year ending 2022 in effort to fund project on the projected timeline produced through this inter-local coordination.

In May 2021 City staff received correspondence from Cleveland County that the project would be ready for construction ahead of the previously discussed schedule and that all neighboring participants were prepared to accommodate this new timeline. In an effort to maintain the collaboration with other municipal jurisdictions and Cleveland County, City Staff prepared the referenced June 8 agreement with subsequent fund transfer for the City's share of the 48th Avenue NW from Indian Hills Road 1 mile north to SW 34th Street project. Funding for this construction was transferred from the Tecumseh Road project (SC0695) in the amount of \$125,000. The 48th Avenue NW project was completed in July of 2021.

DISCUSSION:

Tecumseh Road from 156th Avenue NE to 180th Avenue NE was a part of the City's CIP rural road improvement program for Fiscal Year 2021. Construction on this project has been delayed due to the transfer of funds on June 8, 2021 reducing the Tecumseh Road project by \$125,000. With the adoption of the Fiscal Year 2022 budget, the 48th Avenue NW project (Project SC0708) was funded. This project has been completed and staff is requesting that funds be transferred

into the Tecumseh Road from 156th Avenue NE to 180th Avenue NE Project (2 Miles; Project SC0695) to complete previously scheduled asphalt pavement maintenance. If approved, this rural road asphalt paving project will be completed using in-house staff and resources. The budgeted funds the project will be used to purchase asphalt and other materials necessary to complete roadwork.

RECOMMENDATION:

Staff recommends transfer of funds in the amount of \$146,660 from the 48th Avenue NW project to the Tecumseh Road project.

Resolution

R-2122-48

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$146,660 FROM THE 48TH AVENUE N.W. PROJECT FROM INDIAN HILLS ROAD TO ONE MILE NORTH OF 34TH STREET IN MOORE AND APPLYING FUNDS TO THE TECUMSEH ROAD PROJECT FROM 156TH AVENUE N.E. TO 180TH AVENUE N.E.

- § 1. WHEREAS, on June 8, 2021, City Council approved an agreement with Cleveland County and the subsequent transfer of funds for the construction of 48th Avenue N.W. from Indian Hills Road to S.W. 34th Street in Moore (one mile); and
- § 2. WHEREAS, staff initially placed the 48th Avenue N.W. project in the proposed budget for FYE 2022 in an effort to meet the projected timeline; and
- § 3. WHEREAS, in May 2021, Cleveland County notified the City the project was ready for construction ahead of schedule and the 48th Avenue N.W. project was completed in July of 2021; and
- § 4. WHEREAS, some of the funding on June 8th had been transferred from Tecumseh Road Project from 156th Avenue N.E. to 180th Avenue N.E. which delayed the project and staff is requesting that the remaining funds in the 48th Avenue NW Project be transferred back to the Tecumseh Road Project so it can be completed.

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

- § 5. That the following transfer be made for reason as stated above:

Gaining Account	Losing Account	Amount
50596696-46301 Project SC0695, Tecumseh Rd 156th NE – 180th NE., Materials	50596692-46101 Project SC0708, 48th Ave NW Indian Hills Rd-N. End	\$ 146,660

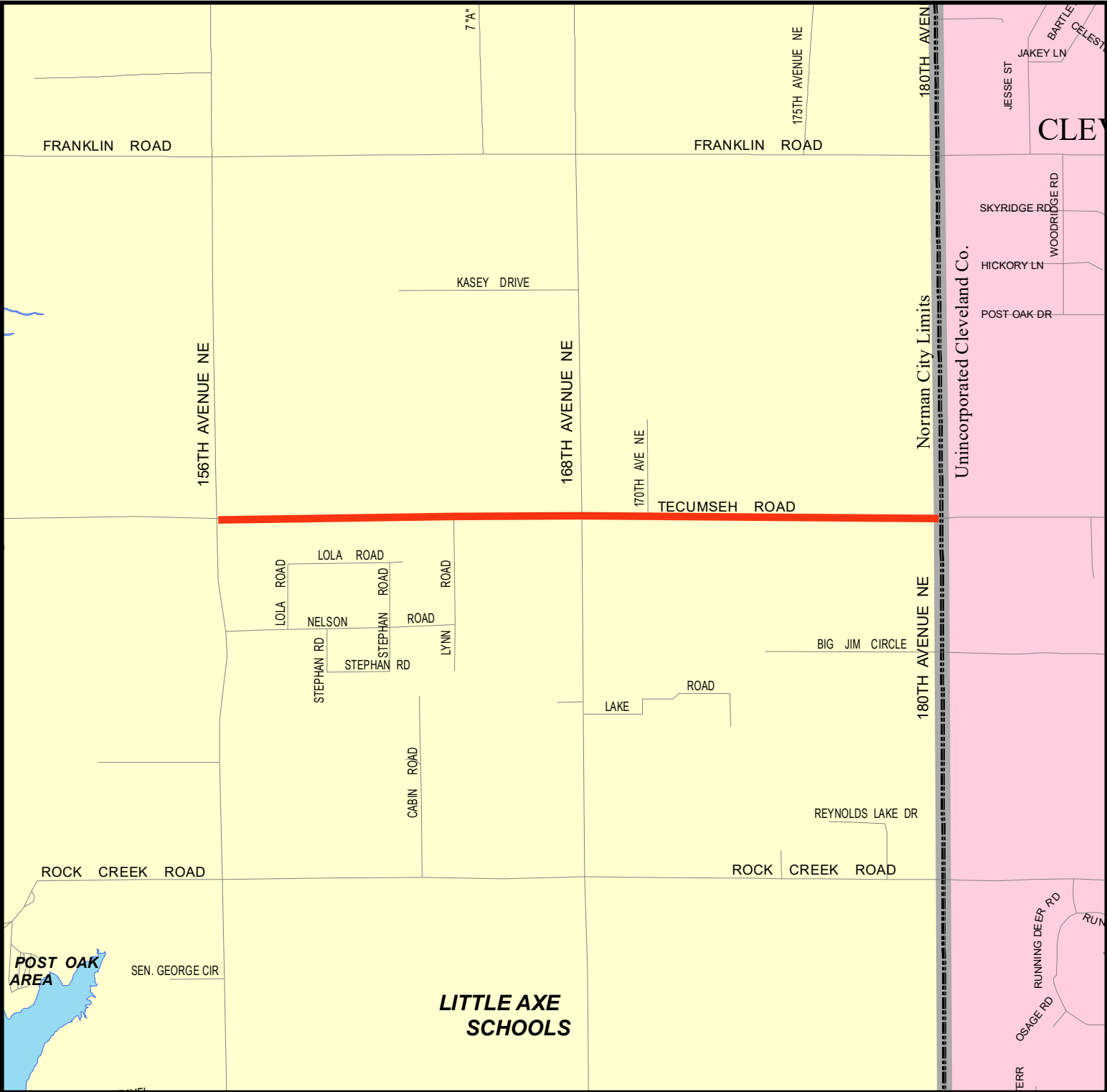
PASSED AND ADOPTED on the 9th day of November, 2021.

Mayor

ATTEST:

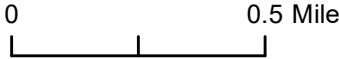
City Clerk





**Rural Asphalt:
Tecumseh Road
from 156th Ave. NE
to 180th Ave. NE**

October 7, 2021



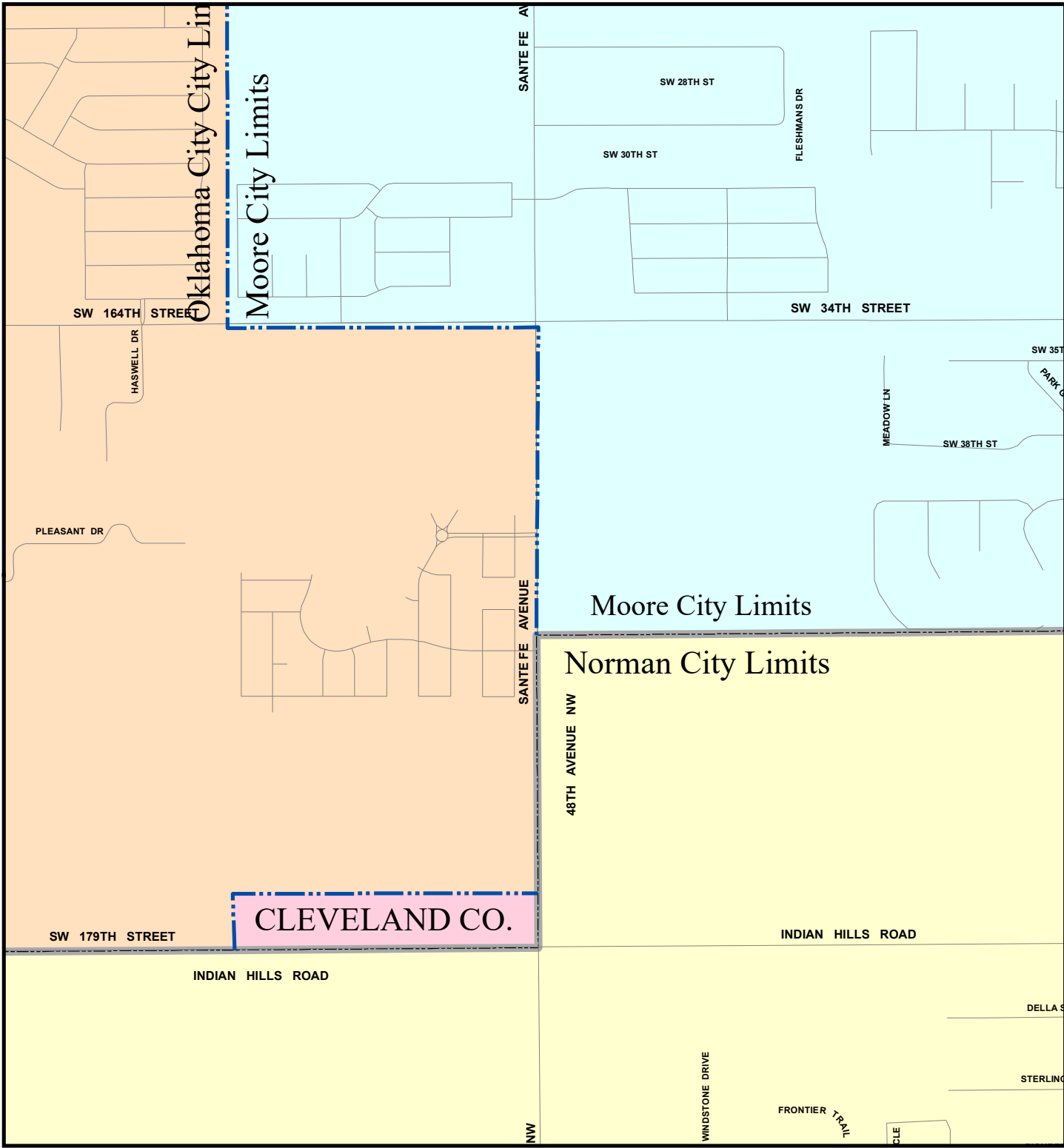
Map Produced by the City of Norman
Geographic Information System.
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

City Limits Map

May 27, 2021



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



File Attachments for Item:

20. RESOLUTION R-2122-55: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF MUNICIPAL AND MUNICIPAL RUNOFF ELECTIONS FOR 2022.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: RESOLUTION R-2122-55: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF MUNICIPAL AND MUNICIPAL RUNOFF ELECTIONS FOR 2022.

BACKGROUND:

Article II, Sections 5 and 6, of the Charter of the City of Norman provides for the Council to set by resolution every year the dates of the City Council Municipal and City Council Municipal Runoff Elections for the following year.

The filing dates for City Council races begin at 8:00 a.m. on Monday, December 6, 2021, and ends Wednesday, December 8, 2021, at 5:00 p.m. The 2022 elections will include Wards 2, 4, 6, 8, and Mayor. Those candidates elected in Wards 2, 4, 6, 8, and Mayor will take their oath of office and their terms will become effective July 5, 2022.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF 2022 MUNICIPAL AND MUNICIPAL RUNOFF ELECTIONS.

- § 1. WHEREAS, Title 26 of the Oklahoma Statutes, §13-102, requires Notice of Election be filed with the Secretary of the Cleveland County Election Board by Resolution of the City Council no fewer than fifteen (15) days before the filing period begins; and
- § 2. WHEREAS, Article II, Section 5, of the Charter of the City of Norman requires that City Council adopt a resolution each year to designate a date for a non-partisan Municipal Election for the election of officers, such election will be held on Tuesday, February 8, 2022; and
- § 3. WHEREAS, a filing period shall be opened by the Cleveland County Election Board beginning at 8:00 a.m. on Monday, December 6, 2021, and ending at 5:00 p.m. on Wednesday, December 8, 2021; and
- § 4. WHEREAS, Article II, Section 6, of the Charter of the City of Norman requires that City Council adopt a resolution each year to designate a date for a non-partisan Municipal Runoff Election for the election of officers, such election will be held on April 5, 2022, subject to the provisions for the ipso facto election of an officer in the Municipal Election found in Article II, Section 17; and
- § 5. WHEREAS, said elections aforementioned in Sections 2 and 4 shall be held to elect Councilmembers filling Ward position numbers two (2), four (4), six (6) eight (8), for terms of two (2) years and for Mayor for three years; and
- § 6. WHEREAS, each candidate must be a registered voter of the City of Norman for six (6) months prior to the date of the Municipal election and in the case of Ward City Councilmembers, a candidate must reside in the ward from which they seek election on the date of filing.

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

- § 7. That notice be given of the 2022 Municipal and Municipal Runoff Elections by transmittal of this Resolution to the Secretary of the Cleveland County Election Board.

PASSED AND ADOPTED this 9th day of November, 2021.

ATTEST:

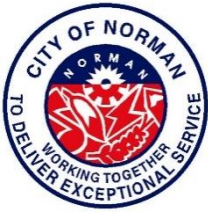
Mayor

City Clerk



File Attachments for Item:

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-56: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY HENRY L. BASKEYFIELD UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *HENRY L. BASKEYFIELD V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE NO. 2020-03971 A, DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Jeanne Snider

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-56: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY HENRY L. BASKEYFIELD UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *HENRY L. BASKEYFIELD V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE NO. 2020-03971 A, DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

BACKGROUND:

Henry Baskeyfield was injured on December 17, 2019, and filed an Oklahoma Workers Compensation Commission No. 2020-03971 A on July 20, 2020, alleging a single incident injury to the low back loading an aggressive dog into a cage. The claim was accepted and has proceeded through the normal litigation process. On January 19, 2021, Mr. Baskeyfield died as a result of a condition unrelated to the injury related to this claim. On March 29, 2021, the court ordered his surviving spouse, Deborah Marie Baskeyfield, as the proper party to be appointed the representative of the estate of Mr. Baskeyfield to pursue a revivor action.

Prior to a trial being held, Mrs. Baskeyfield has agreed to settle this claim in the amount of \$12,600, which represents 10% permanent partial disability to the whole body regarding the low back. The settlement offer is being recommended and is being presented to the City Council for consideration.

DISCUSSION:

Mr. Baskeyfield is a former Animal Welfare Officer for the City of Norman's Animal Welfare Division of the Police Department hired July 27, 1977.

Medical Treatment.

Mr. Baskeyfield was initially seen at Norman Regional Occupational Medicine on December 23, 2019. He was sent for a magnetic resonance imaging (MRI) on January 6, 2020. Due to MRI findings of minimal to mild lumbar disc bulges, pain management (epidural steroid injections) were recommended. Mr. Baskeyfield declined the pain management referral and requested physical therapy. On February 12, 2020, Mr. Baskeyfield reportedly had experienced 99 percent improvement since the date of injury and was released without restrictions at his request.

Issues for Trial. Since there is no question Mr. Baskeyfield's injury to the low back on December 17, 2019, occurred while in the course of his employment with the City, the primary issues to be tried in this case before the Workers' Compensation Commission are the extent of his injury and whether the injury was permanent in nature. Permanent partial disability is a factual determination made by the Workers' Compensation Commission Trial Judge based on doctors' opinions and medical records regarding the extent of permanent partial impairment.

Mr. Baskeyfield was rated by Dr. Rosson on December 17, 2020, regarding the above claim and opined 25 percent (\$31,500) permanent partial impairment to the whole body regarding the low back over and above any pre-existing condition/impairment. In addition, he opined Mr. Baskeyfield should be given entitlements to continued care in the nature of prescription medications and on an as-needed basis, as well as other treatment that his treating physician or future selected physicians might deem necessary, with respect to this job-related injury.

On February 5, 2021, Dr. Pettigrew, the medical expert for the City, hypothetical rating on Mr. Baskeyfield opined no permanent partial impairment to the body as a whole over and above any pre-existing condition/impairment to the lumbar spine. The City's maximum exposure for total PPD would be \$31,500.

Trial. The case proceeded through the normal litigation process; however, Mrs. Baskeyfield has agreed to a settlement of this case as outlined below. If a trial was held in this case, the Judge could determine nature and extent to Mr. Baskeyfield's injuries and award permanent partial disability.

Proposed Settlement. The proposed settlement closes the case in a lump sum payment of \$12,600 (less 20% attorney fee). Pursuant to 85A O.S. § 31(7)(b), for this injury that occurred on or after July 1, 2019, a Multiple Injury Trust Fund assessment in the amount of \$378, representing 3 percent of the permanent partial disability award would be deducted from Mr. Baskeyfield's settlement and paid to the Oklahoma Tax Commission by the City for net payment of \$12,222.

It is felt that the settlement to close this case is fair and reasonable. A settlement is beneficial to the City in that it is a full, final and complete settlement of any and all claims. This settlement is beneficial to Mrs. Baskeyfield in that it provides certainty for an award and would be paid in a lump sum rather than at a weekly rate over a period of time.

Furthermore, if this case is settled in this manner, the City would incur additional costs and fees of:

Workers' Compensation Administration Fund Tax in the amount of \$252; Special Occupational Health & Safety Tax in the amount of \$94.50; and Workers Comp Commission Filing fee in the amount of \$140.00. In addition, the City would incur an additional cost and fee for the Cleveland County Court Filing Fee in the amount of \$154.14.

These additional costs and fees total \$640.64, which brings the total cost of this settlement to the City to \$13,240.64.

Adequate funds are available in the Order/Settlements Account (43330102-42131).

RECOMMENDATION:

For the reasons outlined above, it is believed this settlement is fair, reasonable, and in the best interest of the City. Acceptance of the settlement would require the payments as outlined above. If approved, the settlement amount would be paid to Mrs. Baskeyfield and her attorney in a lump sum. The settlement would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85A O.S. § 107, 51 O.S. § 159, and 62 O.S. § 361, *et seq* and 85 O.S. § 313, 51 O.S. § 159, and 62 O.S. § 361, *et seq*. Certifying the order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

R-2122-56

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-56: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY HENRY L. BASKEYFIELD UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *HENRY L. BASKEYFIELD V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE NO. 2020-03971 A, DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

- §1. WHEREAS, HENRY L. BASKEYFIELD, a former Animal Welfare Officer for the City of Norman Police Department, alleged a single incident injury to the low back loading an aggressive dog into a cage on December 17, 2019; and
- §2. WHEREAS, the City of Norman has negotiated settlement for the claim of HENRY L. BASKEYFIELD against the City of Norman, under the Workers' Compensation Statutes for a total of \$12,600, which represents 10 percent permanent partial disability to the whole body regarding the low back to be paid in a lump sum settlement to Deborah Marie Baskeyfield, as the proper party to be appointed the representative of the estate of Mr. Baskeyfield to pursue a revivor action, and such settlement is believed to be fair and reasonable; and
- §3. WHEREAS, the City shall incur additional costs for the settlement for payment of Workers Compensation Commission Case No. 2020-03971 A to the Workers' Compensation Administration Fund in the amount of \$252; the Special Occupational Health and Safety Fund in the amount of \$94.50; filing fee in the Workers' Compensation Commission in the amount of \$140; and filing fee in the Cleveland County District Court in the amount of \$154.14; and
- §4. WHEREAS, the Risk Management Insurance Fund of the City of Norman has heretofore appropriated funds for the payment of Workers' Compensation settlements covering injuries to qualified persons employed by the City of Norman; and



R-2122-56

§5. WHEREAS, the judgment and award should be transmitted and certified to the Workers' Compensation Commission, Oklahoma City, Oklahoma, which when filed will constitute judgment against the City of Norman, which it is entitled to purchase with funds out of the Risk Management Insurance Fund pursuant to Okla. Stat. tit. 85A, § 107, Okla. Stat. tit. 51, § 159, and Okla. Stat. tit. 62, § 361, *et seq.*; and

§6. WHEREAS, the City Council finds it will be in the best interest of the City if the funds of the Risk Management Insurance Fund are invested in said judgment; and

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

§7. That the Legal Department is authorized to enter into settlement with one DEBORAH BASKEYFIELD for not more than \$12,600 for any and all claims that Henry Baskeyfield has or may have against the City of Norman under the Workers' Compensation Statutes for any and all injuries known or unknown which occurred while working for the City of Norman; and

§8. That the Legal Department is directed to hereinafter file such settlement in the Workers' Compensation Court, Oklahoma City, Oklahoma, along with all attendant costs therefore, as provided by law; and

§9. That the Finance Director is authorized and directed to purchase such judgment of the Workers' Compensation Commission, Oklahoma City, Oklahoma, out of funds of the Risk Management Insurance Fund of the City of Norman.

PASSED AND ADOPTED this _____ day of November, 2021.

Mayor

ATTEST:

City Clerk

BASKEYFIELD, Henry L. (DEBORAH BASKEYFIELD)
 CM-2020-03971 A (Low Back)
 SS# XXX-80-8497
 City Council Date 11/9/2021
 Atty: Joseph C. Biscone II
 Trial Date:N/A Order Date: N/A
 DOH:7/27/1977 Separation (if applicable): 1/19/2021
 RTW: 2/12/2020 MMI: 2/12/2020

Claimant Address: 12500 Buckskin Pass, Norman 73026
 Date of Injury: 12/17/2019 (SI)
 PPD Wage: \$350

Memo
 Resolution R-2122-56
 Purchase Requisitions

Permanent Partial Disability Settlement	\$12,600.00	(10% PPD-Whole Body (Low Back))	
Attorney Fees (20% of PPD)	\$	(2,520.00)	
Multiple Injury Trust Fund Tax (3% of PPD)	\$	(378.00)	11739 43330102-42134
Net to Claimant	\$9,702.00		

Attorney & Claimant	\$12,600.00		
Multiple Injury Trust Fund (3% of PPD)	\$	(378.00)	
Net to Attorney & Claimant	\$12,222.00		43330102-42131

<u>City's Settlement Costs (953-092)</u>		Vendor	
Workers Comp. Admn. Fund (2% of PPD)	\$	252.00	2267 43330102-42133
Occupational & Health Trust Fund (0.75%)	\$	94.50	1950 43330102-42135
Filing Fee - Workers Compensation Commission	\$	140.00	12122 43330102-44704
	\$	486.50	
Filing Fee - Cleveland County District Court	\$	154.14	434 43330102-44703
	\$	640.64	

Total Settlement Cost \$13,240.64

Settlement forms:

	<u>Copies</u>	Filed in WCC	Filed in Dist.Ct.
IF Compromise Settlement	11	x	
Affidavit of Foreign Judgment	4		x
Assignment of Judgment	4		x
Checks with case name on them	1		
Certificate of Mailing	3	x	

File Closing procedure

- Send Tax Roll Memo to Finance (1st) w/Agenda Approval
- Send in Taxes to Tax Commission
- Send filing fee to Comp Court
- Mail Certified Copy of JP or CS - Mail to all providers
- File Affidavit & Assigment in District Court
- Send Tax Roll Memo to Finance (1nd) w/Aff & Assignment
- Final Letter to Attorney (Sending Aff/Assignment)
- Log onto Legal's tracking spreadsheet (Legal/WC/Audits)
- Index in file list & place in storage
- Send Closing Letter to Claimant's Attorney

Completion
Date

File Attachments for Item:

22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-59: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN TRANSFERRING \$950,000 FROM VARIOUS CAPITAL PROJECTS IN ORDER TO PROVIDE FUNDING FOR ASBESTOS REMEDIATION FOR THE DEVELOPMENT CENTER



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Anthony Francisco

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-59: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN TRANSFERRING \$950,000 FROM VARIOUS CAPITAL PROJECTS IN ORDER TO PROVIDE FUNDING FOR ASBESTOS REMEDIATION FOR THE DEVELOPMENT CENTER

BACKGROUND:

On March 24, 2020, Council approved Contract K-1920-133 with Crossland Construction Company, Inc., for refurbishment and renovation of the City of Norman Municipal Complex, including the rehabilitation of the former Norman Public Library building into a new City Development Center. Construction on the Development Center has been underway for several months.

As has been discussed with the City Council, the City's new Development Center renovation project has run into an unexpected expense in the discovery of asbestos during the advanced demolition/construction stages of the project. Staff has been tasked with identifying approximately \$950,000 in additional funds to supplement the project budget to remediate the asbestos.

DISCUSSION:

At the October 21, 2021 Council Finance Committee meeting, several potential sources of funding were discussed for the asbestos abatement costs. The following project allocations have been identified as potential sources for the supplemental funding for the Development Center project:

Fire Administration Remodel	(EF0180)	\$ 34,571	50196677-46101
Fire Repair Trench Property	EF0213)	\$ 1,267	50196677-46101
Animal Welfare Kennel Carport	(EF0220)	\$ 120	50196677-46101
Building C Restroom Renovation	(EF0225)	\$ 50,000	50196677-46101
Building Roofs	(EF1002)	\$292,454	50595540-46101
Southlake Park Improvements	(PR0055)	\$139,938	50797737-46101
Alley Repair – FYE 2019	(SC0639)	\$106,936	50593369-46101
I-35 Corridor Study	(TR0122)	\$ 56,936	50596688-46201

Sidewalk: Acres-Porter	(TC0275)	\$163,000	50591179-46101
Street Striping*	(TC0270)	\$104,778*	50594406-46101
<hr/>			
TOTAL			\$950,000

*The actual cost of the Asbestos Remediation project will be slightly more or less than \$950,000. The difference will be made up from decreasing or increasing the amount re-allocated from the Street Striping project.

RECOMMENDATION:

It is recommended that a total estimated amount of \$950,000 be re-allocated (transferred) from the above-listed project accounts to Municipal Complex Renovation/Expansion, Construction (Account 50196644-46101; Project BG0075).

Resolution

R-2122-59

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA; TRANSFERRING \$950,000 FROM VARIOUS CAPITAL PROJECTS IN ORDER TO PROVIDE FUNDING FOR ASBESTOS REMEDIATION FOR THE DEVELOPMENT CENTER.

- § 1. WHEREAS, on March 24, 2020, City Council approved Contract K-1920-133 with Crossland Construction Company, Inc., to refurbish and renovate the City of Norman Municipal Complex including the rehabilitation of the former Norman Public Library building which will become the new City Development Center; and
- § 2. WHEREAS, during the advanced demolition/construction stages of the project, asbestos was discovered and additional funding of approximately \$950,000 is needed to complete remediation; and
- § 3. WHEREAS, the City Council Finance Committee, in its meeting of October 21, 2021, identified several potential sources for the supplemental funding for the Development Center Project.

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

- § 4. That the following transfers be made for reason as stated above:

Losing Account	Gaining Account	Amount
50196677-46101 EF0180, Fire Admin. Remodel Construction.	50196644-46101 Proj. BG0075, Municipal Complex Renovation/Expansion, Construction	\$ 34,571
50196677-46101 EF0213, Fire Repair Trench Property, Construction	50196644-46101 Proj. BG0075, Municipal Complex Renovation/Expansion, Construction	\$ 1,267
50196677-46101 EF0220, Animal Welfare Kennel Carport, Construction	50196644-46101 Proj. BG0075, Municipal Complex Renovation/Expansion, Construction	\$ 120
50196677-46101 EF0225, Building C Restroom Renovation, Construction	50196644-46101 Proj. BG0075, Municipal Complex Renovation/Expansion, Construction	\$ 50,000
50595540-46101 EF1002, Building Roofs Construction	50196644-46101 Proj. BG0075, Municipal Complex Renovation/Expansion, Construction	\$292,454
50797737-46101 PR0055, Southlake Park Improvements, Construction	50196644-46101 Proj. BG0075, Municipal Complex Renovation/Expansion, Construction	\$139,938
50593369-46101	50196644-46101	\$106,936



SC0639, Alley Repair FYE 2019, Construction	Proj. BG0075, Municipal Complex Renovation/Expansion, Construction	
50596688-46201 TR0122, I-35 Corridor Study Design	50196644-46101 Proj. BG0075, Municipal Complex Renovation/Expansion, Construction	\$ 56,936
50591179-46101 TC0275 Sidewalk: Acres-Porte Construction	50196644-46101 Proj. BG0075, Municipal Complex Renovation/Expansion, Construction	\$163,000
50594406-46101 * TC0270 Street Striping Construction	50196644-46101 Proj. BG0075, Municipal Complex Renovation/Expansion, Construction	\$104,778*

* The actual cost of the Asbestos Remediation project will be slightly more or less than \$950,000. The difference will be made up from decreasing or increasing the amount re-allocated from the Street Striping Project.

PASSED AND ADOPTED this 9th day of November, 2021.

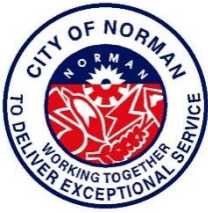
Mayor

ATTEST:

City Clerk

File Attachments for Item:

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-60: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY MEETINGS SCHEDULED FOR NOVEMBER 23 AND DECEMBER 28, 2021, SHALL BE CANCELLED AND A CITY COUNCIL MEETING SHALL BE SCHEDULED FOR NOVEMBER 30, 2021.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-60: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY MEETINGS SCHEDULED FOR NOVEMBER 23 AND DECEMBER 28, 2021, SHALL BE CANCELLED AND A CITY COUNCIL MEETING SHALL BE SCHEDULED FOR NOVEMBER 30, 2021.

R-2122-60

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY MEETINGS SCHEDULED FOR NOVEMBER 23 AND DECEMBER 28, 2021, SHALL BE CANCELLED AND A CITY COUNCIL MEETING SHALL BE SCHEDULED FOR NOVEMBER 30, 2021.

- § 1. WHEREAS, Section 2-104 of the Code of the City of Norman, Oklahoma, states "The City Council shall meet in regular session the second and fourth Tuesday of each month at 6:30 p.m. unless otherwise announced or delegated by the Council"; and
- § 2. WHEREAS, the City Council is hereby cancelling the meetings scheduled for November 23 and December 28, 2021, and scheduling a meeting for November 30, 2021; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY OF THE CITY OF NORMAN, OKLAHOMA:

- § 3. That the regular City Council, Norman Municipal Authority, Norman Utilities Authority, and Norman Tax Increment Finance Authority meetings of November 23 and December 28, 2021, shall not be held on these dates and a regular City Council, Norman Municipal Authority, Norman Utilities Authority, and Norman Tax Increment Finance Authority meeting shall be scheduled for November 30, 2021.

PASSED AND ADOPTED this 9th day of November, 2021.

Mayor

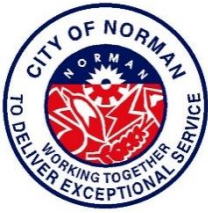
ATTEST:

City Clerk



File Attachments for Item:

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SUBSTITUTE ORDINANCE O-2122-7: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 22-431.2 (COMMUNICATION FACILITIES) OF ARTICLE XII OF CHAPTER 22 (ZONING ORDINANCE); TO ESTABLISH AND FURTHER DEFINE ADDITIONAL STANDARDS FOR SMALL CELL APPLICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Heather Poole, Assistant City Attorney

PRESENTER: Heather Poole, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SUBSTITUTE ORDINANCE O-2122-7: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 22-431.2 (COMMUNICATION FACILITIES) OF ARTICLE XII OF CHAPTER 22 (ZONING ORDINANCE); TO ESTABLISH AND FURTHER DEFINE ADDITIONAL STANDARDS FOR SMALL CELL APPLICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

“Small cells” is a new technology that is installed on street lights, electric poles, and structures to enhance the cellular network and provide faster download speeds. Small cells are critical to the implementation of a new fifth generation (5G) cellular network. The Oklahoma Municipal League formed a working group of municipal attorneys and municipal electric utility providers to work on legislation with cell service providers at the request of AT&T. The efforts of the working group culminated in Senate Bill 1388, which was signed by Governor Fallin on April 26, 2018.

The Federal Communications Commission (“FCC”) issued a Declaratory Ruling on September 26, 2018 in the matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment. This ruling included adoption of Final Rules for Streamlining State and Local Review of Wireless Facility Siting Applications. Norman’s small cell ordinance took Oklahoma’s Small Wireless Facilities Deployment Act and the FCC ruling into account to have an ordinance that addressed small cell facilities and complied with both State and federal law.

Norman received 75 applications from AT&T and requested information on several. After meeting with AT&T and OG&E representatives in June 2021 staff drafted the first version of amendments to Norman’s small cell ordinance to meet City, resident and small cell vendors’ concerns. After another discussion with AT&T and reviewing information sent to Council, the Substitution Ordinance attached was drafted to meet both cell vendor and potential concerns of residents.

DISCUSSION:

Currently under the city's ordinance small cell facilities constructed in accordance with the new regulations will be allowed in any zoning category as a permitted use. An applicant desiring to have a small cell facility placed in the right-of-way would submit a Siting Application to the City and provide a map of all proposed small cell locations (up to 25 can be included in one application), as well as construction and engineering drawings for each location that are sufficient to demonstrate compliance with all applicable codes, including codes adopted by the City of Norman and any FAA regulations that may impact pole height near the Westheimer Airport. If the applicant proposes to add a small cell facility to an existing pole (collocation), the applicant must provide an engineering analysis that demonstrates conformance with applicable codes, as well as stamped construction drawings that together will demonstrate the pole can accommodate the additional facility.

In regard to application fees, the City requires \$200 for the first five facilities and \$100 for each one thereafter on the same application, and \$350 per each pole replacement or modification.

When a siting application is received, the City has 20 days to notify the applicant in writing whether the application is complete. If it is incomplete, the City must specifically identify the missing information. Once a complete application is received, the City has 60 days to issue a written decision for a collocation siting application, and 75 days to issue a written decision for an application to install, modify or replace a utility pole. If a siting application is denied, the applicant can either cure the deficiencies in the application within 30 days of the denial or file an appeal with the Board of Adjustment consistent with appeals from other zoning ordinance determinations. Each new or modified pole in the right-of-way cannot exceed the greater of 10 feet above the tallest pole within 500 feet in the same right-of-way, or 50 feet from ground level.

Each new small wireless facility installed on an existing pole cannot exceed 10 feet above the existing pole. Additionally, small cell facilities are required to blend in with the poles and surrounding area to the maximum extent possible.

In the case of decorative poles, the small cell facility components should be contained within the pole as much as possible. Both state and federal law recognize the right of a city to enact reasonable spacing requirements to avoid a proliferation of poles. In the current ordinance, poles cannot be placed within a 500-foot radius of another existing pole. If the City needs access to the right-of-way and needs the facilities to be relocated or modified, the proposed ordinance requires the wireless provider to make such modifications or relocate within 60 days of receiving written notice. In the case of an emergency, the City can move or cut any small wireless facility if necessary. Any damage to the right-of-way caused by the wireless provider shall be repaired within 2 weeks of written notice issued by the City. If the provider doesn't make such repairs, the City can make them and charge the provider for it.

Staff initially proposed changes that included restricting small cell towers within 500 feet of other small cell towers/structures (rather than "utility poles"), allowing the vendor to provide an affidavit that sets out exceptions to the restriction on new small cell support structures within 500 feet of another, and an additional requirement that new facilities and poles cannot block or encroach sidewalks or walkways. The changes were made based on other cities' ordinances and

practices. A sample of City ordinances that address the distance requirement are attached along with Bixby's exceptions to the preference of a vendor collocating on another pole.

After recent Council discussion and discussion with AT&T, Staff is proposing changes that better balance the City's desire to prevent pole proliferation with the industry's desire to create some flexibility within the ordinance to address a wider variety of situations. This discussion has resulted in the attachment labeled "Substitution Ordinance". The Substitution Ordinance, if adopted, would move spacing requirements to a new section (c)(7) in the ordinance. New wireless support structures (poles) would not be allowed within 500 feet of an existing or approved utility pole unless the applicant provides written documentation that a) the proposed facility cannot be accommodated on an existing pole within a 500 foot radius due to structural issues and those structural issues cannot be addressed at a reasonable cost; b) the proposed facility would cause interference with existing telecommunication equipment if placed on an existing pole within the 500 foot radius and the interference cannot be prevented at a reasonable cost; c) the proposed facility cannot be accommodated on a pole within a 500 foot radius due to height constraints, d) the proposed facility cannot be accommodated on a pole within a 500 foot radius because the applicant is unable to secure a lease with commonly reasonable terms with the pole owner; or e) for other good cause shown as determined by City staff. After conversations with AT&T, they indicated that the 500-foot radius restriction would be acceptable to them provided Section 7(e) was included in the ordinance. This will allow for flexibility in those situations where a 500-foot radius restriction is not workable. Other changes as originally proposed remain in the Substitution Ordinance.

RECOMMENDATION:

City Staff recommends that the attachment labeled "Substitute Ordinance, Ordinance O-2122-7" be adopted.

Small Cell Wireless Facilities

City Council Meeting

November 9, 2021



Background

- New technology proposed for the rights-of-way for enhanced cellular network and data download speeds
- Cities and cell service providers worked together on a bill (SBI 388) to address right of way issues
 - Sought a balanced approach to protect assets in the ROW
- FCC favors 5G expansion through small cell facilities.



Small Cell Technology

Item 24.



CITY OF NORMAN



402

3

Small Cell Technology

- What can the City do?
 - Regulate placement, construction and modification of wireless facilities
 - Charge fair and reasonable compensation
 - Manage the public rights of way



Small Cell Technology

- What can't the City do?
 - The City can't prohibit small cells on OG&E light poles
 - Investor owned utilities must provide access to their poles unless there are capacity, safety or reliability issues caused by the attachment
 - The City can't require too much documentation (must be reasonably related to determining whether the request meets the Code requirements)
 - Cannot use regulations to prohibit the provision of wireless service
 - The City can't discriminate between providers



City's Small Cell Regulations

Item 24.

- Regulation adopted in November 2018, added to Section 431.2 of the Zoning Ordinance
- Sought to strike balance between FCC ruling and State law to ensure compliance with both
- Permitting process with federally compliant review timeframes included
- Siting standards adopted in conformance with state law and with expectation that at some point there will be multiple providers in Norman
- Spacing standards for poles adopted



City's Small Cell Regulations

Item 24.

- Two types of installations – collocation on existing pole or new poles – each requires engineering analysis
- One company has filed approximately 78 small cell applications so far
- Spacing requirements have resulted in few successful applications (only 4)
- Oversight committee discussed possible ordinance changes in June; Full Council discussed changes in July



Example – Residential Area

- 19 existing street lights

This would be the 3rd pole along the frontage of the residence



Item 24.



Example – Residential Area

Item 24.



Example – Residential Area

- 4 existing street lights

Item 24.



409



Approaches in Other Cities

- **Bixby's Ordinance: Section 11-9-4 (3) (d)** Same Side Of Street: New wireless support structures shall be a minimum of five hundred feet (500') from any other wireless support structure located on the same side of the street (or along the same side of the closest street if located outside of the right-of-way).
- **Jenks Ordinance: Section 232-1 (f) (5) (d)** Spacing Requirements. No small cell facility shall be approved for placement on a new pole if the new pole is proposed to be located within a 500-foot radius of an existing pole.
- **Stillwater Ordinance: Section 23-113.2 (d) (1)** Small cell supporting structures shall be located a minimum of 500 feet from any other small cell supporting structure located on the same side of the street. This distance shall be measured in a straight line from the nearest point of each supporting structure, located at surface grade.
- **Broken Arrow Ordinance: Section 5.9 (E)** No minimum spacing requirement
- **Mustang Ordinance: Section 102-212(b)** No small wireless facility may be placed within 100 feet of another small wireless facility.



Proposed Changes & Substitute Ordinance

Item 24.

- Add to Section 6 (c)(3) small cell facilities cannot black or encroach upon any sidewalk or walkway or placed unreasonably near another similar structure.
- Add a new Section 6 (c) (7) – Spacing Requirements
General Rule: new wireless support structure not allowed within 500 foot radius of an existing structure or utility pole UNLESS:
 - It would exceed structural capacity of existing or available poles, or
 - It would cause interference with telecommunications equipment, or
 - It cannot be accommodated on an existing pole or facility at the height needed to function, or
 - The applicant is unable to enter into reasonable lease terms with others at existing pole or other structure, or
 - For good cause shown as determined by staff (new language added since October 26th meeting)

* Other reference to spacing requirements in Section 6 (e) (iv) proposed to be deleted



QUESTIONS?

NormanOK.gov



AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:431.2(“COMMUNICATIONS FACILITIES”) OF ARTICLE XII OF CHAPTER 22 (“ZONING ORDINANCE”); TO ESTABLISH STANDARDS FOR SMALL CELL APPLICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, Section 22:431.2(6) of the Code of the City of Norman shall be amended to read as follows:

6. Small Cell Facilities

(a) Permitted Use. Collocation of a small wireless facility or a new or modified utility pole or wireless support structure for the collocation of a small cell facility shall be a permitted use in all zoning categories subject to the provisions of this Section 6. However, any wireless provider that seeks to construct or modify a utility pole, wireless support structure or wireless facility that exceeds the height or size limits contained in this Section 6, shall be subject to applicable zoning requirements and Applicable Codes.

(b) Permit Required. No person or entity shall place a small wireless facility in the right-of-way without first filing a small wireless facility siting application and obtaining a building permit.

(c) Siting Applications.

i. The siting application shall be made by the wireless provider or its duly authorized representative and shall include the following:

1. The applicant’s name, address, telephone number, and email address;
2. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application;
3. A siting map depicting the location of proposed sites for small wireless facilities and related construction and engineering drawings for each location sufficient to demonstrate compliance with the provisions herein. Small cell facilities on existing poles, new poles, or modified poles shall not interfere with vehicular access to adjacent property; nor shall they be placed in a location that would interfere with an existing individual tree’s canopy, nor block or

encroach upon any sidewalk or walkway or placed unreasonably near another similar structure. For applications to collocate on an existing pole, the applicant should provide an engineering analysis that demonstrates conformance with Applicable Codes, construction drawings stamped by a professional engineer licensed in Oklahoma, and a description of any make-ready work required, including any modification or replacement of the pole. Up to 25 proposed small cell facilities can be covered by one application.

4. If a small wireless facility is proposed to replace an existing pole, or be located on an existing pole, the application shall indicate the owner of said pole.
5. A statement of compliance with all Applicable Codes from a licensed engineer.
6. Siting Applications to Collocate Facilities: An application fee equal to \$200 each for the first five small wireless facilities on the same application and \$100 for each additional small wireless facility on the same application.
7. Spacing Requirements. An application for a new wireless support structure within a 500-foot radius of an existing approved wireless support structure, utility pole, or other similar structure shall not be approved unless the applicant submits written documentation affirming that the new wireless support structure cannot be accommodated on such existing structure or pole due to one (1) or more of the following reasons:
 - a) The proposed small cell facility would exceed the structural capacity of existing or approved wireless support structures, utility pole, or other similar structures and that such existing structures or poles cannot be reinforced, modified, or replaced to accommodate the planned facility at a reasonable cost; or
 - b) The proposed small cell facility would cause interference impacting the usability of other existing telecommunications equipment at the site if placed on existing or approved wireless support structures, utility poles, or other similar structures, and that such interference cannot be prevented at a reasonable cost; or
 - c) Existing or approved wireless support structures, utility poles, or other similar structures cannot accommodate the planned small cell facility at a height necessary to function reasonably; or

d) The applicant is unable to enter into reasonable lease terms with owners of existing or approved wireless support structures, utility poles, or other similar structures; or

e) For other good cause shown as determined by City staff.

7-8. Siting Applications for Installation, Modification or Replacement of a Utility Pole and Associated Collocation: An application fee equal to \$350 per pole on the same application.

- ii. Within twenty (20) days of receiving an application, the City will determine and notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in its written communication to the applicant. The processing deadlines set forth herein will be tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information. The processing deadline may also be tolled by agreement of the Applicant and the City.
- iii. An application shall not be required for routine maintenance, or the replacement of a small wireless facility with another small wireless facility that is substantially similar or smaller in size, weight and height, or for installation, placement, maintenance, operation or replacement of micro-wireless facilities that are strung on cables between existing utility poles in compliance with the National Electric Safety Code.
- iv. Review Time for Applications to Collocate Facilities: The City will issue a written decision in response to an application to collocate small cell facilities within 60 days of receipt of the application. If the written decision is to deny the application, reasons for such denial shall be included in the written communication to the applicant. If the City does not issue a written decision within the prescribed timeframe, the application will be deemed approved.
- v. Review Time for Applications for Installation, Modification or Replacement of a Utility Pole and Association Collocation: The City will issue a written decision in response to an application to install, modify or replace a utility pole and any associated collocation within 75 days of receipt of the application. If the written decision is to deny the application, reasons for such denials shall be included in the written communication to the applicant. If the City does not issue a written decision within the prescribed timeframe, the application will be deemed approved.
- vi. Appeals from the Denial of a Siting Application. Upon receipt of a notice of the City’s written decision to deny all or part of a Siting Application, the applicant may choose to cure the deficiencies in the application or may

appeal the denial. If the applicant chooses to cure the deficiencies identified by the City, the application must be resubmitted within 30 days of the denial and will not require payment of an additional application fee. Upon receipt of a revised application, the City shall have an additional 30 days to approve or deny the revised application. Applicants may appeal the decision of an Administrative Official regarding a submitted Siting Application in accordance with Section 441(6) of the City of Norman Zoning Ordinance.

(d) Height of Small Wireless Facilities and Associated Poles and Support Structures.

- i. Small wireless facilities, and new or modified utility poles and wireless support structures for the collocation of small wireless facilities may be placed in the right-of-way as a permitted use subject to the following requirements:
 - 1. Each new or modified utility pole installed in the right-of-way shall not exceed the greater of ten (10) feet above the tallest existing utility pole as of November 1, 2018 located within 500 feet of the new pole in the same right-of-way, or 50 feet above ground level.
 - 2. Each new small wireless facility in the right-of-way shall not exceed ten (10) feet above an existing utility pole in place as of November 1, 2018, or for small wireless facilities on a new utility pole, above the height permitted for a new utility pole under Section (d)(i)(1). m
- ii. Small wireless facilities may be placed on property owned, leased, or otherwise controlled by the City of Norman only pursuant to a commercial lease approved by the Norman City Council.

(e) Small Wireless Facilities Standards.

- i. All small wireless facilities affixed to a utility pole which has exterior exposure shall be as close to the color of the utility pole as is commercially available to the wireless provider.
- ii. The design and maintenance of all small wireless facilities, cables, wires, appurtenances, and utility poles, shall include the use of materials, colors, textures, screening and landscaping that will blend the small wireless facilities, appurtenances and utility poles to the natural setting or the built environment of the primary use.
- iii. All small wireless facilities affixed to a decorative light pole must be installed in such a way that the cables, wires, appurtenances, and facilities are concealed within the pole to the maximum extent possible.

PROPOSED SUBSTITUTE ORDINANCE O-2122-7 (Annotated)

~~iv. Spacing Requirements. No small cell facility shall be approved for placement on a new pole if the new pole is proposed to be located within a 500-foot radius of an existing pole.~~

* * * * *

§ 2. SEVERABILITY. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remainder of this ordinance or any part thereof.

ADOPTED this _____ day of _____, 2021.

NOT ADOPTED this _____ day of _____, 2021.

Brea Clark, Mayor

Brea Clark, Mayor

ATTEST:

Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:431.2 (“COMMUNICATIONS FACILITIES”) OF ARTICLE XII OF CHAPTER 22 (“ZONING ORDINANCE”); TO ESTABLISH STANDARDS FOR SMALL CELL APPLICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, Section 22:431.2(6) of the Code of the City of Norman shall be amended to read as follows:

6. Small Cell Facilities

(a) Permitted Use. Collocation of a small wireless facility or a new or modified utility pole or wireless support structure for the collocation of a small cell facility shall be a permitted use in all zoning categories subject to the provisions of this Section 6. However, any wireless provider that seeks to construct or modify a utility pole, wireless support structure or wireless facility that exceeds the height or size limits contained in this Section 6, shall be subject to applicable zoning requirements and Applicable Codes.

(b) Permit Required. No person or entity shall place a small wireless facility in the right-of-way without first filing a small wireless facility siting application and obtaining a building permit.

(c) Siting Applications.

i. The siting application shall be made by the wireless provider or its duly authorized representative and shall include the following:

1. The applicant’s name, address, telephone number, and email address;
2. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application;
3. A siting map depicting the location of proposed sites for small wireless facilities and related construction and engineering drawings for each location sufficient to demonstrate compliance with the provisions herein. Small cell facilities on existing poles, new poles, or modified poles shall not interfere with vehicular access to adjacent property; nor shall they be placed in a location that would interfere with an existing individual tree’s canopy, nor block or

encroach upon any sidewalk or walkway or placed unreasonably near another similar structure. For applications to collocate on an existing pole, the applicant should provide an engineering analysis that demonstrates conformance with Applicable Codes, construction drawings stamped by a professional engineer licensed in Oklahoma, and a description of any make-ready work required, including any modification or replacement of the pole. Up to 25 proposed small cell facilities can be covered by one application.

4. If a small wireless facility is proposed to replace an existing pole, or be located on an existing pole, the application shall indicate the owner of said pole.
5. A statement of compliance with all Applicable Codes from a licensed engineer.
6. Siting Applications to Collocate Facilities: An application fee equal to \$200 each for the first five small wireless facilities on the same application and \$100 for each additional small wireless facility on the same application.
7. Spacing Requirements. An application for a new wireless support structure within a 500-foot radius of an existing approved wireless support structure, utility pole, or other similar structure shall not be approved unless the applicant submits written documentation affirming that the new wireless support structure cannot be accommodated on such existing structure or pole due to one (1) or more of the following reasons:
 - a) The proposed small cell facility would exceed the structural capacity of existing or approved wireless support structures, utility pole, or other similar structures and that such existing structures or poles cannot be reinforced, modified, or replaced to accommodate the planned facility at a reasonable cost; or
 - b) The proposed small cell facility would cause interference impacting the usability of other existing telecommunications equipment at the site if placed on existing or approved wireless support structures, utility poles, or other similar structures, and that such interference cannot be prevented at a reasonable cost; or
 - c) Existing or approved wireless support structures, utility poles, or other similar structures cannot accommodate the planned small cell facility at a height necessary to function reasonably; or

- d) The applicant is unable to enter into reasonable lease terms with owners of existing or approved wireless support structures, utility poles, or other similar structures; or
 - e) For other good cause shown as determined by City staff.
8. Siting Applications for Installation, Modification or Replacement of a Utility Pole and Associated Collocation: An application fee equal to \$350 per pole on the same application.
- ii. Within twenty (20) days of receiving an application, the City will determine and notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in its written communication to the applicant. The processing deadlines set forth herein will be tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information. The processing deadline may also be tolled by agreement of the Applicant and the City.
 - iii. An application shall not be required for routine maintenance, or the replacement of a small wireless facility with another small wireless facility that is substantially similar or smaller in size, weight and height, or for installation, placement, maintenance, operation or replacement of micro-wireless facilities that are strung on cables between existing utility poles in compliance with the National Electric Safety Code.
 - iv. Review Time for Applications to Collocate Facilities: The City will issue a written decision in response to an application to collocate small cell facilities within 60 days of receipt of the application. If the written decision is to deny the application, reasons for such denial shall be included in the written communication to the applicant. If the City does not issue a written decision within the prescribed timeframe, the application will be deemed approved.
 - v. Review Time for Applications for Installation, Modification or Replacement of a Utility Pole and Association Collocation: The City will issue a written decision in response to an application to install, modify or replace a utility pole and any associated collocation within 75 days of receipt of the application. If the written decision is to deny the application, reasons for such denials shall be included in the written communication to the applicant. If the City does not issue a written decision within the prescribed timeframe, the application will be deemed approved.
 - vi. Appeals from the Denial of a Siting Application. Upon receipt of a notice of the City’s written decision to deny all or part of a Siting Application, the applicant may choose to cure the deficiencies in the application or may

appeal the denial. If the applicant chooses to cure the deficiencies identified by the City, the application must be resubmitted within 30 days of the denial and will not require payment of an additional application fee. Upon receipt of a revised application, the City shall have an additional 30 days to approve or deny the revised application. Applicants may appeal the decision of an Administrative Official regarding a submitted Siting Application in accordance with Section 441(6) of the City of Norman Zoning Ordinance.

(d) Height of Small Wireless Facilities and Associated Poles and Support Structures.

- i. Small wireless facilities, and new or modified utility poles and wireless support structures for the co-location of small wireless facilities may be placed in the right-of-way as a permitted use subject to the following requirements:
 - 1. Each new or modified utility pole installed in the right-of-way shall not exceed the greater of ten (10) feet above the tallest existing utility pole as of November 1, 2018 located within 500 feet of the new pole in the same right-of-way, or 50 feet above ground level.
 - 2. Each new small wireless facility in the right-of-way shall not exceed ten (10) feet above an existing utility pole in place as of November 1, 2018, or for small wireless facilities on a new utility pole, above the height permitted for a new utility pole under Section (d)(i)(1). m
- ii. Small wireless facilities may be placed on property owned, leased, or otherwise controlled by the City of Norman only pursuant to a commercial lease approved by the Norman City Council.

(e) Small Wireless Facilities Standards.

- i. All small wireless facilities affixed to a utility pole which has exterior exposure shall be as close to the color of the utility pole as is commercially available to the wireless provider.
- ii. The design and maintenance of all small wireless facilities, cables, wires, appurtenances, and utility poles, shall include the use of materials, colors, textures, screening and landscaping that will blend the small wireless facilities, appurtenances and utility poles to the natural setting or the built environment of the primary use.
- iii. All small wireless facilities affixed to a decorative light pole must be installed in such a way that the cables, wires, appurtenances, and facilities are concealed within the pole to the maximum extent possible.

PROPOSED SUBSTITUTE ORDINANCE O-2122-7 (Clean)

* * * *

§ 2. SEVERABILITY. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remainder of this ordinance or any part thereof.

ADOPTED this ____ day of _____, 2021.

NOT ADOPTED this ____ day of _____, 2021.

Breea Clark, Mayor

Breea Clark, Mayor

ATTEST:

Brenda Hall, City Clerk

Ordinance No. O-2122-7

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22-431.2 (“COMMUNICATION FACILITIES”) OF ARTICLE XII OF CHAPTER 22 (“ZONING ORDINANCE”); TO ESTABLISH AND FURTHER DEFINE ADDITIONAL STANDARDS FOR SMALL CELL APPLICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 22-431.2(6) of the Code of the City of Norman shall read as follows:

SEC. 431.2 - COMMUNICATION FACILITIES

* * *

6. Small Cell Facilities

- (a) Permitted Use. Collocation of a small wireless facility or a new or modified utility pole or wireless support structure for the collocation of a small cell facility shall be a permitted use in all zoning categories subject to the provisions of this Section 6. However, any wireless provider that seeks to construct or modify a utility pole, wireless support structure or wireless facility that exceeds the height or size limits contained in this Section 6, shall be subject to applicable zoning requirements and Applicable Codes.
- (b) Permit Required. No person or entity shall place a small wireless facility in the right-of-way without first filing a small wireless facility siting application and obtaining a building permit.
- (c) Siting Applications.
 - i. The siting application shall be made by the wireless provider or its duly authorized representative and shall include the following:
 - 1. The applicant’s name, address, telephone number, and email address;
 - 2. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application;
 - 3. A siting map depicting the location of proposed sites for small wireless facilities and related construction and engineering drawings for each location sufficient to demonstrate compliance with the provisions herein. Small cell facilities on existing poles, new poles, or modified poles shall not interfere with vehicular access to

adjacent property; nor shall they be placed in a location that would interfere with an existing individual tree's canopy; nor block or encroach upon any sidewalk or walkway. For applications to collocate on an existing pole, the applicant should provide an engineering analysis that demonstrates conformance with Applicable Codes, construction drawings stamped by a professional engineer licensed in Oklahoma, and a description of any make-ready work required, including any modification or replacement of the pole. Up to 25 proposed small cell facilities can be covered by one application.

4. If a small wireless facility is proposed to replace an existing pole, or be located on an existing pole, the application shall indicate the owner of said pole.
5. A statement of compliance with all Applicable Codes from a licensed engineer.
6. Siting Applications to Collocate Facilities: An application fee equal to \$200 each for the first five small wireless facilities on the same application and \$100 for each additional small wireless facility on the same application.
7. The new wireless support structure shall not be approved unless the person submits written documentation and an affidavit affirming that the small cell facility planned for the proposed wireless support structure cannot be accommodated on an existing or approved utility pole or electrical transmission tower or other existing structure with a height of fifty (50) feet or greater within a one-half mile radius of the proposed new wireless support structure due to one (1) or more of the following reasons:
 - a) The proposed small cell facility would exceed the structural capacity of existing or approved wireless support structures, utility poles, electrical transmission towers, and/or structures with a height of fifty (50) feet or greater as documented by a qualified and licensed professional engineer and that existing or approved wireless support structures, utility poles, electrical transmission towers, and structures with a height of fifty (50) feet or greater cannot be reinforced, modified, or replaced to accommodate the planned telecommunication equipment at a reasonable cost; or
 - b) The proposed small cell facility would cause interference impacting the usability of other existing telecommunications

equipment at the site if placed on existing or approved wireless support structures, utility poles, electrical transmission towers, and/or structures with a height of fifty (50) feet or greater as documented by a qualified and licensed professional engineer; and that that interference cannot be prevented at a reasonable cost; or

- c) Existing or approved wireless support structures, utility poles, and/or electrical transmission towers within a one-half (1/2) mile radius cannot accommodate the planned small cell facility at a height necessary to function reasonably as documented by a qualified and licensed professional engineer; or
- d) The owners of existing or approved wireless support structures, utility poles, electrical transmission towers, and structures with a height of fifty (50) feet or greater will not or are unable to enter into a commonly reasonable lease term with the applicant.

8. i. Siting Applications for Installation, Modification or Replacement of a Utility Pole and Associated Collocation: An application fee equal to \$350 per pole on the same application.

- ii. Within twenty (20) days of receiving an application, the City will determine and notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in its written communication to the applicant. The processing deadlines set forth herein will be tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information. The processing deadline may also be tolled by agreement of the Applicant and the City.
- iii. An application shall not be required for routine maintenance, or the replacement of a small wireless facility with another small wireless facility that is substantially similar or smaller in size, weight and height, or for installation, placement, maintenance, operation or replacement of micro-wireless facilities that are strung on cables between existing utility poles in compliance with the National Electric Safety Code.
- iv. Review Time for Applications to Collocate Facilities: The City will issue a written decision in response to an application to collocate small cell facilities within 60 days of receipt of the application. If the written decision is to deny the application, reasons for such denial shall be included in the written communication to the applicant. If the City does

not issue a written decision within the prescribed timeframe, the application will be deemed approved.

- v. Review Time for Applications for Installation, Modification or Replacement of a Utility Pole and Association Collocation: The City will issue a written decision in response to an application to install, modify or replace a utility pole and any associated collocation within 75 days of receipt of the application. If the written decision is to deny the application, reasons for such denials shall be included in the written communication to the applicant. If the City does not issue a written decision within the prescribed timeframe, the application will be deemed approved.
- vi. Appeals from the Denial of a Siting Application. Upon receipt of a notice of the City's written decision to deny all or part of a Siting Application, the applicant may choose to cure the deficiencies in the application or may appeal the denial. If the applicant chooses to cure the deficiencies identified by the City, the application must be resubmitted within 30 days of the denial and will not require payment of an additional application fee. Upon receipt of a revised application, the City shall have an additional 30 days to approve or deny the revised application. Applicants may appeal the decision of an Administrative Official regarding a submitted Siting Application in accordance with Section 441(6) of the City of Norman Zoning Ordinance.

(d) Height of Small Wireless Facilities and Associated Poles and Support Structures.

- i. Small wireless facilities, and new or modified utility poles and wireless support structures for the collocation of small wireless facilities may be placed in the right-of-way as a permitted use subject to the following requirements:
 - 1. Each new or modified utility pole installed in the right-of-way shall not exceed the greater of ten (10) feet above the tallest existing utility pole as of November 1, 2018 located within 500 feet of the new pole in the same right-of-way, or 50 feet above ground level.
 - 2. Each new small wireless facility in the right-of-way shall not exceed ten (10) feet above an existing utility pole in place as of November 1, 2018, or for small wireless facilities on a new utility pole, above the height permitted for a new utility pole under Section (d)(i)(1). M
- ii. Small wireless facilities may be placed on property owned, leased, or otherwise controlled by the City of Norman only pursuant to a commercial lease approved by the Norman City Council.

(e) Small Wireless Facilities Standards.

- i. All small wireless facilities affixed to a utility pole which has exterior exposure shall be as close to the color of the utility pole as is commercially available to the wireless provider.
- ii. The design and maintenance of all small wireless facilities, cables, wires, appurtenances, and utility poles, shall include the use of materials, colors, textures, screening and landscaping that will blend the small wireless facilities, appurtenances and utility poles to the natural setting or the built environment of the primary use.
- iii. All small wireless facilities affixed to a decorative light pole must be installed in such a way that the cables, wires, appurtenances, and facilities are concealed within the pole to the maximum extent possible.
- iv. Spacing Requirements. No small cell facility shall be approved for placement on a new pole if the new pole is proposed to be located within a 500 foot radius from any other wireless support structure located on the same side of the street (or along the same side of closest street if located outside of the right-of-way).

* * *

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

§ 3. Effective date. The effective date of the Ordinance shall be _____, 2021.

ADOPTED this _____ day
of _____, 2021.

NOT ADOPTED this _____ day
of _____, 2021.

Breea Clark, Mayor

Breea Clark, Mayor

ATTEST:

Brenda Hall, City Clerk

Ordinance No. O-2122-7

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22-431.2 (“COMMUNICATION FACILITIES”) OF ARTICLE XII OF CHAPTER 22 (“ZONING ORDINANCE”); TO ESTABLISH AND FURTHER DEFINE ADDITIONAL STANDARDS FOR SMALL CELL APPLICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 22-431.2(6) of the Code of the City of Norman shall read as follows:

SEC. 431.2 - COMMUNICATION FACILITIES

* * *

6. Small Cell Facilities

(a) Permitted Use. Collocation of a small wireless facility or a new or modified utility pole or wireless support structure for the collocation of a small cell facility shall be a permitted use in all zoning categories subject to the provisions of this Section 6. However, any wireless provider that seeks to construct or modify a utility pole, wireless support structure or wireless facility that exceeds the height or size limits contained in this Section 6, shall be subject to applicable zoning requirements and Applicable Codes.

(b) Permit Required. No person or entity shall place a small wireless facility in the right-of-way without first filing a small wireless facility siting application and obtaining a building permit.

(c) Siting Applications.

i. The siting application shall be made by the wireless provider or its duly authorized representative and shall include the following:

1. The applicant’s name, address, telephone number, and email address;
2. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application;
3. A siting map depicting the location of proposed sites for small wireless facilities and related construction and engineering drawings for each location sufficient to demonstrate compliance with the provisions herein. Small cell facilities on existing poles, new poles, or modified poles shall not interfere with vehicular access to

adjacent property; nor shall they be placed in a location that would interfere with an existing individual tree's canopy; nor block or encroach upon any sidewalk or walkway. For applications to collocate on an existing pole, the applicant should provide an engineering analysis that demonstrates conformance with Applicable Codes, construction drawings stamped by a professional engineer licensed in Oklahoma, and a description of any make-ready work required, including any modification or replacement of the pole. Up to 25 proposed small cell facilities can be covered by one application.

4. If a small wireless facility is proposed to replace an existing pole, or be located on an existing pole, the application shall indicate the owner of said pole.
5. A statement of compliance with all Applicable Codes from a licensed engineer.
6. Siting Applications to Collocate Facilities: An application fee equal to \$200 each for the first five small wireless facilities on the same application and \$100 for each additional small wireless facility on the same application.
7. The new wireless support structure shall not be approved unless the person submits written documentation and an affidavit affirming that the small cell facility planned for the proposed wireless support structure cannot be accommodated on an existing or approved utility pole or electrical transmission tower or other existing structure with a height of fifty (50) feet or greater within a one-half mile radius of the proposed new wireless support structure due to one (1) or more of the following reasons:
 - a) The proposed small cell facility would exceed the structural capacity of existing or approved wireless support structures, utility poles, electrical transmission towers, and/or structures with a height of fifty (50) feet or greater as documented by a qualified and licensed professional engineer and that existing or approved wireless support structures, utility poles, electrical transmission towers, and structures with a height of fifty (50) feet or greater cannot be reinforced, modified, or replaced to accommodate the planned telecommunication equipment at a reasonable cost; or
 - b) The proposed small cell facility would cause interference impacting the usability of other existing telecommunications

equipment at the site if placed on existing or approved wireless support structures, utility poles, electrical transmission towers, and/or structures with a height of fifty (50) feet or greater as documented by a qualified and licensed professional engineer; and that that interference cannot be prevented at a reasonable cost; or

- c) Existing or approved wireless support structures, utility poles, and/or electrical transmission towers within a one-half (1/2) mile radius cannot accommodate the planned small cell facility at a height necessary to function reasonably as documented by a qualified and licensed professional engineer; or
- d) The owners of existing or approved wireless support structures, utility poles, electrical transmission towers, and structures with a height of fifty (50) feet or greater will not or are unable to enter into a commonly reasonable lease term with the applicant.

8 i.7. Siting Applications for Installation, Modification or Replacement of a Utility Pole and Associated Collocation: An application fee equal to \$350 per pole on the same application.

- ii. Within twenty (20) days of receiving an application, the City will determine and notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in its written communication to the applicant. The processing deadlines set forth herein will be tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information. The processing deadline may also be tolled by agreement of the Applicant and the City.
- iii. An application shall not be required for routine maintenance, or the replacement of a small wireless facility with another small wireless facility that is substantially similar or smaller in size, weight and height, or for installation, placement, maintenance, operation or replacement of micro-wireless facilities that are strung on cables between existing utility poles in compliance with the National Electric Safety Code.
- iv. Review Time for Applications to Collocate Facilities: The City will issue a written decision in response to an application to collocate small cell facilities within 60 days of receipt of the application. If the written decision is to deny the application, reasons for such denial shall be included in the written communication to the applicant. If the City does

not issue a written decision within the prescribed timeframe, the application will be deemed approved.

- v. Review Time for Applications for Installation, Modification or Replacement of a Utility Pole and Association Collocation: The City will issue a written decision in response to an application to install, modify or replace a utility pole and any associated collocation within 75 days of receipt of the application. If the written decision is to deny the application, reasons for such denials shall be included in the written communication to the applicant. If the City does not issue a written decision within the prescribed timeframe, the application will be deemed approved.
- vi. Appeals from the Denial of a Siting Application. Upon receipt of a notice of the City's written decision to deny all or part of a Siting Application, the applicant may choose to cure the deficiencies in the application or may appeal the denial. If the applicant chooses to cure the deficiencies identified by the City, the application must be resubmitted within 30 days of the denial and will not require payment of an additional application fee. Upon receipt of a revised application, the City shall have an additional 30 days to approve or deny the revised application. Applicants may appeal the decision of an Administrative Official regarding a submitted Siting Application in accordance with Section 441(6) of the City of Norman Zoning Ordinance.

(d) Height of Small Wireless Facilities and Associated Poles and Support Structures.

- i. Small wireless facilities, and new or modified utility poles and wireless support structures for the collocation of small wireless facilities may be placed in the right-of-way as a permitted use subject to the following requirements:
 - 1. Each new or modified utility pole installed in the right-of-way shall not exceed the greater of ten (10) feet above the tallest existing utility pole as of November 1, 2018 located within 500 feet of the new pole in the same right-of-way, or 50 feet above ground level.
 - 2. Each new small wireless facility in the right-of-way shall not exceed ten (10) feet above an existing utility pole in place as of November 1, 2018, or for small wireless facilities on a new utility pole, above the height permitted for a new utility pole under Section (d)(i)(1). M
- ii. Small wireless facilities may be placed on property owned, leased, or otherwise controlled by the City of Norman only pursuant to a commercial lease approved by the Norman City Council.

(e) Small Wireless Facilities Standards.

- i. All small wireless facilities affixed to a utility pole which has exterior exposure shall be as close to the color of the utility pole as is commercially available to the wireless provider.
- ii. The design and maintenance of all small wireless facilities, cables, wires, appurtenances, and utility poles, shall include the use of materials, colors, textures, screening and landscaping that will blend the small wireless facilities, appurtenances and utility poles to the natural setting or the built environment of the primary use.
- iii. All small wireless facilities affixed to a decorative light pole must be installed in such a way that the cables, wires, appurtenances, and facilities are concealed within the pole to the maximum extent possible.
- iv. Spacing Requirements. No small cell facility shall be approved for placement on a new pole if the new pole is proposed to be located within a 500 foot radius of from any an existing pole other wireless support structure located on the same side of the street (or along the same side of closest street if located outside of the right-of-way).

* * *

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

§ 3. Effective date. The effective date of the Ordinance shall be _____, 2021.

ADOPTED this _____ day
of _____, 2021.

NOT ADOPTED this _____ day
of _____, 2021.

Breea Clark, Mayor

Breea Clark, Mayor

ATTEST:

Brenda Hall, City Clerk

City Council Study Session
July 20, 2021
5:30 p.m.
Municipal Building, Executive Conference Room

Minutes

1. DISCUSSION REGARDING PROPOSED AMENDMENTS TO SMALL CELL FACILITIES

Ms. Muckala – I'm filling in on this issue, but I have gotten as up-to-speed as I can, so I think I'll be able to answer most questions. As you're likely aware, we're here to discuss some amendments to our small cell ordinance that was passed a couple of years back. A lot of you may recall that it was passed just after Senate Bill 1388, which was implemented in State law November 1, 2018. Here is some background that a lot of you probably have seen fairly recently, so I'll just try to skip over it. A lot of that I already said but, obviously, this is federally regulated, in addition to State law. The FCC has a great interest in making sure that these small cell facilities, which enable 5G technology, that they get out there – that this gets proliferated. So we know there's strong federal support, strong State support. Cities were dealt in, as far as Senate Bill 1388, and we've been acting under those guidelines. Just for those of you who haven't seen them, here are some examples of small cell facilities – what they look like. I noticed all these examples are on light poles, but that's obviously not the only option. Here the last one is a good example of how they've tried to blend it into the decorative light pole a little bit. That's addressed in our ordinance. The thing about small cell technology is that they have a smaller range, obviously – 1500 feet is my understanding of the industry standard. So that's less flexible than the humongous towers, but they're better able to blend into the surroundings, so the idea is to get 5G in those dense areas, which is improving what's already there. It's not establishing new.

Here's a rundown of federal law. As I've said, there is a strong preference to make this happen, but the cities were given some leeway here to see how it's implemented, particularly in public rights-of-way. But, of course, we're all learning this area together. Obviously, there's going to be some impressions that cities are slowing down this process. We're reviewing, we're asking questions, and so we have to find a way to do that efficiently and effectively and to get the questions answered that are most important to the city, as well as its' residents. So here's what we can do. Obviously, we can regulate generally this placement, construction and modification, charge fair and reasonable compensation, and manage our public rights-of-way. All of that is already addressed in our current ordinance. Here's what we can't do. We just can't say no. OG&E, for instance, they can't say no if they need to locate on their poles – if they need to allow collocation, then they have to do it. So we have to accommodate that as well. We can't require too much documentation and, in particular, we can't act outside the boundaries of what we're allowed to look into, what we're allowed to ask about and do. The idea behind those restrictions being we just can't unduly say go away, we don't want you here. We can't do that. So our ordinance is already sensitive to that fact. Obviously, discrimination between providers – that's a no-brainer.

Here's a rundown of Senate Bill 1388 and, again, this is going to be repetitive to some or maybe most of you. It applies to both collocation and deployment of new poles or wireless support structures. Here is generally the parameters for permitting. There's a shot clock – I can run down this more particularly and how it was implemented into our own ordinance. Generally, once the application is complete, we're on a timeline to get things done. Obviously, moving through this process quickly is in everyone's interests. We want to know what plans are coming into Norman. We want to be able to address them swiftly and efficiently, and they want to get their technology in place. We can require permit in the case that we're already asking others to do it. That's going to be another common thing you hear. If we're asking it of others, we can ask it of them, as long as it's reasonable. Once approved, they must complete within a year, and then they're allowed to stay there for ten. Again, this is evaluation of permit applications and we can ask for reasonable information that demonstrates compliance with the act which, as you know, is incorporated into our ordinance in specific places. We cannot tell them, hey, you have to put it here. That's obvious. We can't say we'll give you this for that. And, obviously, we have to follow safety codes, and we have the ability to deny under certain circumstances. Aesthetics are obviously a big issue. A lot of this is already addressed in the State law. As you can see, it cannot be more than 10' taller than those around, or 50' above. They must be fitting the antenna within 6 cubic feet, the entire facility within 28. They must try to conceal. We can adopt reasonable and non-discriminatory spacing, so that's another way that we can control the aesthetics. As long as they're not interfering with other technology that's been placed, they can be located on the same pole, and that's a lot of what we'll be talking about tonight – collocation.

Here's what we're allowed as far as permit fees. Again, if we ask it of others, we can ask it of them; it must be reasonable. Collocation has a fee of \$200 for the first five, \$100 for each additional. With collocation and pole placement or installation, that's \$350 per pole – a cap of \$350 per pole. Then, of course, there's occupancy fee – if they're going to place it on City-owned poles, which would be \$20 per pole, and then \$20 per facility beyond that.

So we're here to discuss amendments to our ordinance, which was originally passed as Ordinance O-1819-18. Here is the information you've been given previously on our ordinance. The red is obviously what we're changing. As you can see, it's only one aspect, and that aspect is an important one. We're asking for information on the front end. As you know, and as I've laid out here, there's a lot of aesthetic concerns, there is location, spacing details. When we receive an application, our Public Works Department is looking very closely at this information, and we've found over and over they were asking the same questions. Why wasn't this considered? Is there a reason this one won't work? We were seeing situations with lots of poles already located, and we have the authority and the power to ask these questions and to vet these, but in a way it's also the duty to ask these questions so that we know the answers to the questions. So that's what we kept finding ourselves doing. So putting in a requirement for the affidavit saying we've already had these discussions and here's the reasons why we couldn't make it work – it simply shortens the process. You'll see in the shot clock – it's up here – it's coming up, I promise – I keep talking about it. We can say your application is not complete and

then we're pretty much at a standstill at that point. Once we've said we need this information, hey can you answer this, we really can't go anywhere. It's once the application is complete that things get moving. So until then, we're really at kind of an impasse. This is to avoid that; it's to speed things up. And, honestly, it gives them notice of the questions we now know we're going to be asking over and over.

This is all the same as before, and it's a repeat of a lot of what I just said from the State law. Here is some of the items in our ordinance already, with the red showing where we've tweaked it a bit. Again, aesthetics and just in general placement. We've already discussed the tree canopy, adjacent properties. We've looked at a lot of different ordinances and we saw consistently that other municipalities were obviously addressing sidewalks and walkways – matters of public egress. So it made sense; we've suggested that. And then we have suggested, again, a reasonable and non-discriminatory spacing requirement of a 500' radius, as long as it's on the same side of the street.

Councilmember Studley – Maybe I'm mistaken, but I thought that we reduced the number of feet. I thought that that's what we had talked about in the meeting before this whenever we were talking about the small cell facilities. Am I wrong in that? That we reduced the number of feet.

Mr. Sturtz – It looks like the decision here is actually to say if another small cell facility – and take out that restriction. So there's just a lot of different options and ways to go. I wasn't really involved directly in this decision-making, but that's the difference here. Instead of saying within any pole, it's 500' within a radius within another small cell facility.

__ -- Right. When they were here and did the presentation with us, they had wanted to do like – was it like 70 or 80, and then they reduced it. They sent us a new email where they reduced the number down to like 25.

Ms. Muckala -- Application numbers.

__ -- Yes. They weren't going to put as many in Norman as they originally had thought, but we had also talked in that meeting about reducing the number of feet between because it was just – once we started looking at things, we realized it was a little ...

__ -- I think the concern was not adding any more pole than were absolutely necessary.

Ms. Muckala – Did your packet materials include a copy of the redlined ordinance changes?

__ -- No.

Ms. Muckala – Okay. I think we can send those out, and that will address a little bit of this. But as Mr. Sturtz was saying, the language was changed from simply addressing a pole within a 500' radius, to a wireless support structure. Over this learning curve, we've realized there are other places where these can be placed and we didn't want to be

ruling out other options for placing them. So that's one change to the language here regarding spacing, but the 500' radius was already within there. The language that was added was a change to pole and then the change to located on the same side of the street. And, again, I apologize that the simple red-lines weren't sent; we can get those to you easily. And, in fact, that's what I thought I probably needed to go back to this slide for, because we are requiring an affidavit saying we've already discussed these things, but I noticed that there wasn't bullets here for the actual items that are being discussed. There are four topics that we find ourselves that we keep coming back to, and a lot of these are addressed in the State law. They're just within that pocket of authority we've been given to vet these things. So the first is a reason why they may not be able to collocate is when it exceeds the structural capacity of existing support structures already there. The second is when it might interfere with other existing telecommunications equipment in the area. And in the cases where this is happening, again, we're saying get us an engineer or someone who can explain it to us why this is the case. The third is when the facilities in place cannot accommodate a small cell facility at the height necessary for it to be effective. Then the fourth is where you have a situation where they simply couldn't come to terms with a third-party provider regarding commonly reasonable lease terms – essentially how much is going to be charged for that location – is it going to be feasible in terms of everything. We're using the words reasonable here, and those are always in the legal world going to be subject to interpretation, but, of course, again, we have federal guidance, we have state guidance – all of that plays into a determination of what reasonable really is going to end up being. So we do have parameters here. But those are the four you should know about.

Again, that's a repeat. We just discussed that. So the 78 number, Councilmember Studley, that's just applications received to date. Whether or not any applicants may have decided to consolidate or reduce, that could have happened. That's just literally the number that's been submitted through March of this year. Four of them were approved but, again, a lot of them went back as incomplete applications based on the fact that we just didn't have the feedback we needed in order to apply our ordinance. So this is designed to help us get off high center on some of this.

So we have some examples – some pictorials of just the best illustrations here. Again, some of you may have seen them. We'll try not to be repetitive. This is a location on Main Street where you can see street lights and utility poles were designated. In this particular case, within a 500' buffer, you can see 19 existing street lights, 8 existing utility poles, and 3 of them are easily right next to them. That obviously is going to make us ask why can't we find a solution here? So those are the kinds of questions you'll see on that one. This one is an example of a potential impact on a residential area. Again, there is a very high number of existing street lights in this area, two of which actually are already located in front of the particular residence in which this proposed structure is set. Here's a picture of the front. You can see the taller light pole on the left, the decorative one in center, and I'm thinking – I guess they want to place the other one about there. Another residential example, not as many in this case, but as you can see the language I just referenced, within 500' on the same side of the road we have two of those right here. So we're automatically asking the questions.

These amendments are not just pulled out of thin air, obviously. We looked at as many comparable situations as we could, obviously within the state because they're going off of the same state law – the exact same law. The Oklahoma Municipal League had some guidance that we gleaned, and then we really did take quite a bit from Bixby's ordinance, but also Little Rock, Owasso, Broken Arrow were looked at closely as well.

I did want to let you know the proposed schedule for moving this forward. I think the plan was August 12 for Planning Commission, and September 14 first reading, September 28 second. Again, if we can get it there. That's just the timeline that we thought might be able to work. So with that, I would invite any questions.

Councilmember Peacock – Just out of curiosity, I'm looking at this map here and I don't see anything submitted for south of Lindsey, west Classen. Is there any reason for that?

Mr. Sturtz – They really chose all the locations. We had no input in that. They came to us with those that they felt that they wanted to employ this new technology, and they actually came to us totally. So we didn't have any say or comment; we just received their applications, went out and checked the locations to meet our ordinances, and then submitted back to them whether it was a compliant application or not.

Councilmember Tortorello – Are there applications coming in for outside – like to Ward 5 and Ward 6 out that way?

Mr. Sturtz – Not at this time. What you see on that map is what has been submitted, and these were all submitted back in 2019. We've had maybe one or two since that timeframe. They've pretty much stopped their applications to try to resolve this item.

Councilmember Holman – Can you go back to the first residential picture, of the house, actually? So in committee, our concern was that this particular home has actually three poles already in the front yard. There's one that says no parking on this side of the street. So the three poles in their front easement there, this would propose to add a fourth pole to that property. So I felt that we were okay with eliminating the 500' radius thing, but we wanted to also make sure that somebody wasn't going to end up with four utility poles in their front yard either, especially since there's so many close by that it seems like they could get onto. Would that be resolved with this? Would we still be protecting the homeowner here by getting rid of the 500', which again, I'm fine with getting rid of the 500' but ...

Ms. Muckala – I'm sorry if I misspoke. I don't mean to imply that the 500' is going away. The 500' is still very much in there. What the new language would read, and I'll just read it verbatim – “No small cell facility shall be approved for placement on a new pole if the new pole is proposed to be located within a 500 foot radius from any other wireless support structure located on the same side of the street (or along the same side of closest street if located outside of the right-of-way).” And I think this is language that we drew directly from Bixby's ordinance, so we know that it's being used; we're not creating a

new standard here. Yes, that's exactly the type of thing that it should address. We have two light poles right there on the very same side of the street.

Councilmember Holman – So this would help protect that homeowner potentially from having a fourth pole in their yard, but also allow AT&T to accomplish what they're trying to do with the coverage.

Ms. Muckala – Or any applicant. Exactly. And that way they'll know the questions that we're going to be asking before essentially we get here and slow them down.

Councilmember Holman – That was the main concern that I recall from the committee.

Councilmember Studley – So they did send in some of the applications, and then according to Jason, he sent an email to me where they reduced the number to 27, and Brenda sent that out to everyone on June 16th. So because we were the last city to make a decision on this, and every other city in Oklahoma already has theirs done – they're complete in Oklahoma. So our 78 that they had submitted were denied; only four were approved, so now they've come back and reduced that even further to 27. So I don't know if you guys want to look at that later on, but it has the 27 blue dots in there. Did you get a copy of that by chance?

Ms. Muckala – Not me, no, but I can find it.

Councilmember Hall – I just wanted to make sure I really understood what you just said, because we've used this example now in two different settings. I think the language you just said was that 500' within another pole that had small cell technology on it. So would that actually help in this instance?

Mr. Sturtz – I don't think that would preclude them from being able to put one in this yard.

Councilmember Hall – So they could do another one, because it's not within 500' of another pole with the technology on it?

Mr. Sturtz – Another small cell facility.

Councilmember Hall – Yeah. That's the problem.

Ms. Muckala – So the language that's been proposed, though, is within a 500' radius of other wireless support structure, not necessarily the facility. That was replacing the word "pole", essentially, to make sure that we weren't limiting this buffer to only certain types of structures. If they have other options for collocation, that's what we want. So this spacing requirement is specific to the placement of a new pole, as opposed to a collocation, which is what we want to encourage.

Mayor Clark – Any other questions? Alright. I think we're ready to move it forward. Thank you, Ms. Muckala.

11-9-4: USE UNIT 4 PUBLIC PROTECTION AND UTILITY FACILITIES:

A. Description: Public protection and utility facilities which may have technical locational requirements necessitating special locations in or around areas serviced and certain temporary open air land uses which can be objectionable to certain other uses and are, therefore, permitted in certain districts by special exception and in the remaining districts by right. (Ord. 272, 4-2-1974)

B. Included Uses:

Ambulance service.

Antennas and antenna supporting structures.

Electrical regulating station, excluding storage or service garages and yards.

Fire protection facility.

Pressure control station, gas or liquid, excluding storage or service garages and yards.

Shelter, civil defense or storm.

Water storage facility, NEC. (Ord. 753, 5-7-1997)

C. Use Conditions:

1. Principal use antennas and antenna supporting structures must meet the following requirements: (Ord. 753, 5-7-1997; amd. Ord. 2031, 12-21-2009)

a. The antenna and/or antenna supporting structure shall not exceed two hundred feet (200') in height as measured at grade, unless granted approval of a special exception by the Board of Adjustment. (Ord. 2031, 12-21-2009)

b. Each request for an antenna and/or antenna supporting structure shall be accompanied by a building permit and a site plan which shows all proposed improvements. (Ord. 753, 5-7-1997)

c. Written evidence shall be presented to the City by the applicant that the antenna and/or antenna supporting structure is not closer than one-half ($\frac{1}{2}$) mile from any existing site or site for which an application is pending with the City for an antenna and/or antenna supporting structure, unless given approval of a special exception by the Board of Adjustment.

d. The antenna and/or antenna supporting structures shall be set back a distance not less than one hundred ten percent (110%) of the total height of the tower plus any projecting antennas, as measured at grade, from the following:

- (1) All property lines of the subject property, including street right-of-way lines. (Ord. 2031, 12-21-2009)
- (2) All residential dwellings, including those located on the subject property. (Ord. 2216, 6-5-2017)
- (3) All R residential zoning district boundaries. (Ord. 2031, 12-21-2009)

e. The antenna and/or antenna supporting structure shall be subject to initial and continuing compliance with all other applicable local, State and Federal codes and standards for operation of that particular facility. These requirements shall include, but not be limited to, meeting the standards and requirements of the Federal Aviation Administration, Federal Communications Commission, Electronic Industries Association and American National Standards Institute.

f. The antenna and/or antenna supporting structure shall be buffered with landscaping and vegetative or other screening to mitigate the operational and visual impacts of such uses on abutting and adjacent uses. A wall or chainlink fence not less than eight feet (8') in height from finished grade shall be provided around any high voltage equipment, and access shall be through a locked gate. Where an existing structure such as a church, steeple or other existing building facility is used as an antenna support structure, the antenna must be designed and/or colored to harmoniously blend with the existing support structure.

g. Equipment, mobile or immobile, that is not necessary for direct support of the use, shall not be stored or parked on the site unless repairs to the facility are being made.

h. If the operation and use of the antenna and/or antenna supporting structure ceases for a period of one hundred eighty (180) days, said special exception for antenna and/or antenna supporting structure shall be deemed abandoned and will be revoked by the City, unless upon proper application and approval is made sixty (60) days before such expiration of the one hundred eighty (180) day abandonment period; the antenna and antenna supporting structure shall be removed within the one hundred eighty (180) day period by the owner's lessee, lessor or owner's designee at their expense. If removal is not performed by such parties, then the facility will be subject to removal by the City at the expense of the owner, owner's lessee, lessor or their designee. Designee will include successor in interest to the property upon which the antenna and antenna supporting structure is located.

i. The antenna and/or antenna supporting structure shall be designed and constructed in such a manner as to accommodate collocation of a minimum of two (2) wireless telecommunication systems, personal communication systems, or other such technologies, unless it can be demonstrated by the applicant to the satisfaction of the City that such collocation was not technically feasible or that it would reasonably impede or otherwise impair the operation of the initial or subsequently located facilities.

j. The antenna supporting structure shall be of monopole design.

k. Certification from a professional engineer, licensed to practice in the State, shall be submitted that the antenna and antenna supporting structure is designed and constructed in such a manner as to accommodate the collocation of a minimum of two (2) wireless telecommunication system providers, and that it meets the standards of the American National Standards Institute and the Electronic Industries Association. Further, certification from such an engineer, shall be required upon completion of construction and prior to commencement of operation that the antenna and antenna supporting structure has, in fact, been constructed in accordance with the plans as approved by the City.

l. Operators of such facilities shall give the City Planner thirty (30) days' prior written notice of any change or modification to the operation of the facility that would cause the facility to no longer be in compliance with subsections C1a through C1k of this section and the conditions of approval granted by the Board of Adjustment, if applicable. Said notice shall include detailed information about the nature of all such changes. Further, such changes shall cause the approval of the special exception to be summarily revoked and become the basis for requiring submission of a new application to the City if operation is to continue.

m. The height and location restrictions of this title shall be applicable to antennas or antenna supporting structures either owned, operated, leased by, operated by or maintained by the City. (Ord. 753, 5-7-1997)

D. Off Street Parking And Loading Requirements: None. (Ord. 272, 4-2-1974)

E. Wireless Service Facilities And Associated Wireless Support Structures:

1. Purpose: The purpose of this subsection is to establish reasonable land use and development standards allowing for the location of wireless service facilities within the City of Bixby, while minimizing the potential negative impacts of such facilities. This subsection applies only to wireless service facilities and wireless support structures as defined and detailed herein. Conventional, taller, wireless communications facilities are regulated in subsection C of this section.

2. Definitions: For purposes of this subsection, the words and phrases below are defined as follows:

ANTENNA: Means any communications equipment that transmits or receives electromagnetic radio signals used in the provision of wireless communications service.

BASE STATION: Means a station located at a specific site that is authorized to communicate with mobile stations. The term includes all radio transceivers, antennas, coaxial cables, power supplies, and other electronics associated with a station.

COLLOCATION: Means the placement or installation of small cell facilities on existing electrical transmission towers, existing utility poles, existing wireless support structures, and existing structures, including water towers and other buildings or structures. The term includes the placement, replacement, or modification of small cell facilities within an approved equipment compound.

CONSTRUCTION PLAN: a. When referring to a new wireless support structure, means a written plan for construction that indicates the aesthetics of the wireless support structure; the total height and width of the wireless service facility and wireless support structure including cross section and elevation, footing, foundation and wind speed details; a structural analysis indicating the capacity for future and existing antennas including a geotechnical report and calculations for the foundation's capacity; the identity and qualifications of each person directly responsible for the design and construction; and signed and sealed documentation from the applicant that shows the proposed location of the wireless service facility and wireless support structure and all easements and existing structures within one thousand feet (1,000') of such wireless service facility or wireless support structure.

b. When referring to the substantial modification of an existing wireless service facility or wireless support structure, means a plan that describes the proposed modifications to the wireless support structure and all equipment and network components including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment.

DECORATIVE POLE: Means a streetlight or traffic signal pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational, directional signage, temporary holiday or special event attachments, may be placed.

ELECTRICAL TRANSMISSION TOWER: Means a structure that physically supports high voltage overhead power lines. The term does not include a utility pole.

EQUIPMENT COMPOUND: Means the area that: a) surrounds or is near the base of a wireless support structure; and b) encloses wireless service facilities.

EXISTING STRUCTURE: Does not include a utility pole or an electrical transmission tower.

PERMIT AUTHORITY: Means the City of Bixby Development Services Director and the Board of Adjustment within the jurisdiction of the City of Bixby.

PERSON: Means a corporation, firm, partnership, association, organization or any other group acting as a unit, as well as a natural person.

SMALL CELL FACILITY: Means: a) a personal wireless service facility as defined by the Telecommunications Act of 1996, 47 USC section 332(c)(7), or b) a wireless service facility that satisfies the following requirements: 1) each antenna, including exposed elements, has a volume of three (3) cubic feet or less; 2) all antennas, including exposed elements, have a total volume of six (6) cubic feet or less; and 3) the primary equipment enclosure located with the facility has a volume of seventeen (17) cubic feet or less. Ancillary equipment such as: electric meters, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services are not included in the equipment volume calculation. This term does not include a wireless support structure.

SUBSTANTIAL MODIFICATION OF A WIRELESS SUPPORT STRUCTURE: Means the mounting of a small cell facility on a wireless support structure in a manner that: a) increases the height of the wireless support structure by ten percent (10%) of the original height of the wireless support structure or greater; or b) adds an appurtenance to the wireless support structure that protrudes horizontally from the wireless support structure more than the width of the wireless support structure and existing appurtenances.

The term substantial modification does not mean: a) increasing the height of a wireless support structure to avoid interfering with an existing antenna, or b) increasing the diameter or area of a wireless support structure to: 1) shelter an antenna from inclement weather; or 2) connect an antenna to the wireless support structure by cable.

UTILITY POLE: Means a structure that is: a) owned or operated by: 1) a public utility; 2) a communications service provider; 3

municipality; 4) an electric membership corporation; or 5) a rural electric cooperative; and b) designed and used to: 1) carry cables, or wires for telephone, cable television, or electricity; or 2) provide lighting. "Utility pole" does not include decorative

Item 24.

WIRELESS SERVICE FACILITY: Means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: a) equipment associated with wireless communications; and b) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small cell facilities. The term does not include a wireless support structure.

WIRELESS SUPPORT STRUCTURE: Means a freestanding structure designed to support small cell facilities. The term does not include a utility pole, a decorative pole or an electrical transmission tower.

3. Restrictions On Placement Of New Wireless Support Structures:

a. Restrictions On Placement Within Right-Of-Way:

(1) New wireless support structures are permitted in all zoning districts within the right-of-way, except within right-of-way identified as corridor by the existing City of Bixby Comprehensive Plan or as Corridor Appearance District in this title.

(2) New wireless support structures located within the right-of-way shall be placed at the back of the right-of-way, adjacent to where adjoining property lines intersect. The Development Services Director may approve a deviation from this requirement due to specific site conditions.

b. Restrictions On Placement Outside Of The Right-Of-Way:

(1) New wireless support structures are not permitted outside the right-of-way in the AG (Agriculture), RE (Residential Estate), RS (Residential Single Family), RD (Residential Duplex), RT (Residential Townhouse), RM (Residential Multi-Family), RMH (Residential Mobile Home) and PUD (Planned Unit Development) Districts.

c. Encroachments And Sight: Wireless service facilities and wireless support structures shall be located where there is no encroachment into any existing or planned corner sight triangles or sight line triangles. Supporting structures shall not interfere with any safe sight distances or otherwise block vehicular, bicycle or pedestrian traffic, or conflict with the installation, maintenance, or repair of any public utility.

d. Sidewalk, Driveway Or Walkway: Wireless service facilities and wireless support structures shall not block or encroach upon any sidewalk, driveway or walkway.

e. Utilities: Wireless service facilities and wireless support structures shall not interfere with existing above-ground or below-ground utilities, or the ability of the City and others to access and maintain such utilities.

f. Removal: Permit holders and/or facility owners shall promptly remove wireless service facilities and wireless support structures that are installed in a location that is not in accordance with the plans approved by the City, that do not comply with the provisions of this chapter, or that otherwise render the public right-of-way non-compliant with applicable laws, including but not limited to the Americans With Disabilities Act. Should such permit holder and/or facility owner fail to promptly remove the wireless service facility and/or wireless support structure, the City may remove such structure or facility and bill the permit holder and/or facility owner for the costs of removal and cleanup of the site.

g. Same Side Of Street: New wireless support structures shall be a minimum of five hundred feet (500') from any other wireless support structure located on the same side of the street (or along the same side of the closest street if located outside of the right-of-way).

h. Two Street Right-Of-Ways: New wireless support structures shall be a minimum of seventy five feet (75') from the intersection of any two (2) street right-of-ways, measured from the point at which the back of the right-of-way lines intersect.

i. Utility Pole: New wireless support structures shall be a minimum of twenty feet (20') from any utility pole.

j. Illumination: Wireless service facilities and wireless support structures shall not be illuminated by artificial means and may not display strobe lights unless Federal or State authorities expressly require such lighting. When incorporated into the approved design of a supporting structure, light fixtures used to illuminate ball fields, parking lots or similar areas may be attached to the supporting structure.

k. Advertising And Signs: The use of any portion of wireless service facilities and wireless support structures for advertising or signs other than warning or equipment information signs is prohibited.

l. Compliance: Wireless service facilities and wireless support structures shall be constructed in compliance with all applicable Federal and State Statutes and regulations and all applicable ordinances of the City, including but not limited to all Building, Electrical and Mechanical Codes adopted by the City or State.

4. Restrictions On Placement On Decorative Poles: Small cell facilities shall not be placed on decorative poles.

5. Collocation: Subject to applicable provisions of this subsection, small cell facilities may be collocated on existing structures, existing electrical transmission towers, and existing utility poles.

6. Specifications: Wireless service facilities, including small cell facilities, and new wireless support structures shall meet the following specifications:

a. Height: Small cell facilities and wireless support structures shall not exceed fifty feet (50') in height. However, in no instance shall small cell facilities and wireless support structures exceed one hundred ten percent (110%) of the tallest existing utility pole located along the same street (or closest street if placed outside of the right-of-way) within five hundred feet (500').

b. Maintenance: Support structures shall be maintained in good working order at the cost of the applicant, including the cost

c. Facility Size: Each antenna, including exposed elements, shall not exceed a volume of three (3) cubic feet. All antennas, including exposed elements, shall not exceed a total volume of six (6) cubic feet. The primary equipment enclosure located with the facility shall not exceed a volume of seventeen (17) cubic feet or less.

d. Contact Information: All support structures shall have a plaque identifying the structure and the facility owner's contact information, and said plaque shall not exceed 0.25 square feet.

e. Wiring And Fiber: All wiring and fiber shall be concealed within the support structure and all conduit, wiring and fiber shall be buried between structures and/or structures and ground mounted cabinets. All service lines (e.g., electric lines) to the support structure must also be buried unless service lines in the area of the support structure are aerial. In that event, service lines to the support structure may also be aerial, except for any service drop crossing a street or roadway which would need to be bored and placed under such street or roadway.

f. Color And Design: Wireless support structures and wireless service facilities shall be designed to blend into the surrounding environment and complement existing streetscape elements through the use of color, camouflaging and architectural treatment. Any equipment mounted to the support structures shall also match the support structure in color and general design. Approval of the aesthetic design of the wireless support structures and wireless service facilities shall be at the discretion of the permit authority.

g. Design: Any proposed wireless support structure shall be designed and engineered structurally, electrically and in all other respects, to accommodate both the initial small cell facility and one or more additional small cell facilities. The support structure shall be designed to allow for future rearrangement of cellular communication equipment and antennas upon the structure and to accept cellular communication equipment and antennas mounted at varying heights.

7. Permits:

a. Permit: A person that provides wireless communications service or otherwise makes available infrastructure for wireless communications services shall apply for and obtain a permit from the Development Services Director to: 1) locate or collocate a wireless service facility, 2) locate a wireless support structure, or 3) perform a substantial modification of a small cell wireless support structure.

b. Applicable Laws: An applicant shall demonstrate that the proposed wireless service facility, wireless support structure or substantial modification thereof complies with all applicable laws and ordinances governing land use and development.

c. Permits For New Wireless Support Structures: A new wireless support structure shall not be approved unless the person submits a complying application and written documentation and an affidavit affirming that the small cell facility planned for the proposed wireless support structure cannot be accommodated on an existing or approved utility pole or electrical transmission tower or other existing structure with a height of fifty feet (50') or greater within a one-half ($1/2$) mile radius of the proposed new wireless support structure due to one or more of the following reasons:

(1) The proposed small cell facility would exceed the structural capacity of existing or approved wireless support structures, utility poles, electrical transmission towers, and/or structures with a height of fifty feet (50') or greater as documented by a qualified and licensed professional engineer and that existing or approved wireless support structures, utility poles, electrical transmission towers, and structures with a height of fifty feet (50') or greater cannot be reinforced, modified, or replaced to accommodate the planned telecommunication equipment at a reasonable cost; or

(2) The proposed small cell facility would cause interference impacting the usability of other existing telecommunication equipment at the site if placed on existing or approved wireless support structures, utility poles, electrical transmission towers, and/or structures with a height of fifty feet (50') or greater as documented by a qualified and licensed professional engineer, and that the interference cannot be prevented at a reasonable cost; or

(3) Existing or approved wireless support structures, utility poles, and/or electrical transmission towers within a one-half ($1/2$) mile radius cannot accommodate the planned small cell facility at a height necessary to function reasonably as documented by a qualified and licensed professional engineer; or

(4) The person has been unable to enter a commonly reasonable lease term with the owners of existing or approved wireless support structures, utility poles, electrical transmission towers, and structures with a height of fifty feet (50') or greater.

d. Contents Of Application: An application for a permit shall include the following:

(1) The name, business address, and point of contact for the applicant.

(2) The location address, and latitude and longitude of the proposed or affected wireless support structure or wireless service facility.

(3) A construction plan.

(4) A map identifying all property lines, right-of-way, roadways, sidewalks, above-ground and below-ground utilities, wireless support structures, utility poles, electrical transmission towers, and structures with a height of fifty feet (50') or greater within a one-half ($1/2$) mile radius of the proposed new wireless support structure.

(5) The current zoning and use of the subject property.

(6) The location, current zoning and use of abutting or adjoining properties.

(7) The location of existing and proposed public utilities.

(8) A non-refundable filing fee.

e. Multiple Applications: Unless waived by the Developmental Services Director at his discretion, an applicant may submit one application for the location or substantial modification of no more than five (5) small cell facilities and associated wireless support structures proposed for the same general location. The permit authority may issue a single permit for all such facilities and support structures included in the application rather than individual permits for each. No applicant may have more than five (5) applications under consideration by the Development Services Director at any single point in time.

f. Procedure: The Development Services Director shall complete his review and approve or deny a completed application for:

(1) Collocation of small cell and other wireless service facilities on any existing supporting structure within ninety (90) days of the date such an application is received;

(2) Construction or installation of a new wireless service facility or wireless support structure within one hundred fifty (150) days of the date such an application is received; and

(3) Modification of an existing wireless service facility or wireless support structure that does not substantially change the physical dimensions of such facility or structure within sixty (60) days of the date such an application is received.

The Development Services Director may toll the running of the sixty (60), ninety (90) or one hundred fifty (150) days if he notifies the applicant within thirty (30) days of submission that its application is incomplete. The timeframes begin to run when an application is first submitted, not when it is deemed complete by the Development Services Director. A determination of incompleteness tolls the timeframes only if the Development Services Director provides notice to the applicant in writing within thirty (30) days of the application's submission, specifically delineating all missing information, and specifying the Code provision, ordinance, application instruction, or otherwise publicly-stated procedures that require the information to be submitted. Following an applicant's submission in response to a determination of incompleteness, the Development Services Director may reach a subsequent determination of incompleteness based solely on the applicant's failure to supply the specific information that was requested within the first thirty (30) days. The timeframes begin to run again when the applicant makes its supplemental submission; provided that the timeframes may be tolled again if the Development Services Director notifies the applicant within ten (10) days that the supplemental submission did not provide the specific information identified in the original notice delineating missing information.

These timeframes may be extended beyond the sixty (60), ninety (90) or one hundred fifty (150) days by mutual written consent of the applicant and the Development Services Director.

g. Written Determinations: If the Development Services Director determines the proposed wireless service facility or wireless support structure is consistent with previously- approved permits, the site's current zoning regulations, the requirements of this subsection E, and all other applicable Federal and State Statutes and regulations and City codes and ordinances, the Director is authorized to approve the application. A written determination shall state clearly the basis for the decision to approve or deny an application. If the Development Services Director denies an application, the written notice must include a basis for the denial.

h. Appeal: Any person whose application for a permit is denied shall have the right to appeal to the Board of Adjustment in compliance with section 11-4-6 of this title.

8. Construction Requirements: All wireless service facilities, wireless support structures, and other related improvements constructed within the City shall comply with the following requirements:

a. All wireless service facilities and wireless support structures shall be designed and constructed to conform to all applicable provisions of this subsection, other applicable ordinances and laws, the International Building Code, as amended, and the Federal Communications Commission (FCC), when applicable.

b. All wireless service facilities and wireless support structures shall be certified by a qualified and licensed professional engineer to conform to the latest structural standards and wind loading requirements of the International Building Code, as amended, and the Electronics Industry Association.

c. All wireless service facilities and wireless support structures shall be designed to conform with accepted electrical engineering methods and practices and to comply with the provisions of the National Electrical Code, as amended.

d. All wireless service facilities and wireless support structures shall be constructed to conform with the requirements of the Occupational Safety and Health Administration (OSHA).

e. All wireless service facilities and wireless support structures shall be designed and constructed to conform to all applicable standards of the American National Standards Institute (ANSI) Manual, as amended.

9. Signal Interference With City's Communication Infrastructure: In the event wireless service facilities interfere with the City's traffic signal system, public safety radio system, private police cell system, or other City communications infrastructure, the permit holder or facility owner shall promptly cease operation of the small cell facility causing such interference upon receiving notice from the City and refrain from operating such small cell facility in the future. The permit holder or facility owner shall respond to the City's notice to address the source of the interference as soon as practicable, but in no event later than twenty four (24) hours of receiving notice.

10. Interference With Operations And Liability:

a. The City shall not be liable to a permit holder or facility owner for any damage caused by other providers with facilities sharing the same pole or for failure of a permit holder's or facility owner's wireless service facilities for whatever reason, including damage resulting from vehicular collisions, weather-related events, or malicious attacks.

b. The City shall not be liable to a permit holder or facility owner by reason of inconvenience, annoyance, or injury to the permit holder's or facility owner's wireless service facilities or activities related thereto, arising from the necessity of repairing any portion of the public right-of-way, or from the making of any necessary alterations or improvements in, or to, any portion of the p

right-of-way or in, or to, City's fixtures, appurtenances, or equipment. The City will use reasonable efforts not to cause material interference to the operation of the wireless service facilities.

Item 24.

11. Continued Operation: A person receiving a permit for: a) construction of a new wireless support structure; b) substantial modification of a wireless support structure; or c) collocation of wireless service facilities inherently agrees:

a. If the wireless support structure or wireless service facilities are not used for a period of six (6) consecutive months, they will be removed by the permit holder or facility owner at its expense.

b. If the wireless support structure or wireless service facilities are installed in a location that is not in accordance with the plans approved by the City, do not comply with the provisions of this chapter, or render the public right-of-way non-compliant with applicable laws, including but not limited to the Americans With Disabilities Act, they will be removed by the permit holder or facility owner at its expense. If a permit holder or facility owner fails to remove any unauthorized wireless facility or any wireless facility that is located in an improper location within thirty (30) days after receiving written notice or the date required by the City, the permit holder or facility owner shall be subject to a penalty of up to five hundred dollars (\$500.00) per day until the wireless facility is removed or relocated to the correct area within the permitted location.

c. Should such permit holder or facility owner fail to remove the wireless support structure or wireless service facilities after ninety (90) business days from the date a Notice of Violation is issued by the City, the City may remove such structure or facilities and bill the permit holder and/or facility owner for the costs of removal and cleanup of the site.

12. Maintenance:

a. Repair: Whenever the installation, placement, attachment, repair, modification, removal, operation, use, or relocation of wireless service facilities, or any portion thereof, is required and such installation, placement, attachment, repair, modification, removal, operation, use, or relocation causes any property of the City to be damaged or to have been altered in such a manner as to make it unusable, unsafe, or in violation of any laws, the permit holder or facility owner, at its sole cost and expense, shall promptly repair and return such property to its original condition. If the permit holder or facility owner does not repair such property or perform such work as described in this subsection, then the City shall have the option to perform or cause to be performed such reasonable and necessary work on behalf of the permit holder or facility owner and to charge the permit holder or facility owner for the reasonable and actual costs incurred by the City. The permit holder or facility owner shall promptly reimburse the City for the costs.

b. Graffiti Abatement: Each permit holder or facility owner shall remove all graffiti on any of its wireless service facilities located in the public right-of-way as soon as practical, but not later than ten (10) days from the date the permit holder or facility owner receives notice thereof.

c. Tree Maintenance: Permit holders or facility owners and/or their contractors or agents shall obtain written permission from the City before trimming trees hanging over the permit holder's or facility owner's wireless service facilities to prevent branches of such trees from contacting wireless service facilities. When directed by the City, permit holders or facility owners shall trim such trees under the supervision and direction of the City. Permit holders and facility owners shall make all reasonable efforts to promote the health and well-being of any such trees, and shall not at any time trim trees in a manner that causes unsightly conditions to arise. The City shall not be liable for any damages, injuries, or claims arising from permit holders' or facility owners' actions under this subsection.

13. Inventory:

a. Permit holders shall maintain a list of its wireless service facilities located in the City and the utility as-built for associated underground appurtenances and shall provide the City an inventory of the location and/or as-built of each such wireless facility and appurtenances upon request from the City. Upon the City's written request, permit holders shall provide the information within thirty (30) days of City's request. The inventory of wireless service facilities shall include GIS coordinates, date of installation, City pole ID number (if applicable), type of pole used for installation, pole owner, and description/type of installation for each wireless facility. With respect to wireless service facilities that become inactive, the inventory shall include the same information as active installations in addition to the date the wireless service facility was deactivated and the date the wireless service facility was removed from the public right-of-way. City may compare the inventory to its records to identify any discrepancies.

b. In the event a permit holder's contact information changes and differs from the information provided on a permit application, permit holders and facility owners shall promptly provide updated contact information to the City for emergency purposes. (Ord. 2239, 3-26-2018)

The City of Jenks Oklahoma

Sec. 23-2-1. - Communication Facilities.

(F)Small Cell Facilities.

(1)Permitted Use. Co-location of a small wireless facility, a new or modified utility pole or wireless support structure for the co-location of a small cell facility shall be a permitted use subject to the provisions of this section. However, any wireless provider that seeks to construct or modify a utility pole, wireless support structure or wireless facility that exceeds the height or size limits contained in this section shall be subject to applicable zoning requirements and codes.

(2)Permit Required. No person or entity shall place a small wireless facility in the right-of-way without first filing a small wireless facility right-of-way permit application and obtaining approval.

(3)Right-of-Way Permit Applications.

a.The right-of-way permit application for the small wireless facility shall be made by the wireless provider or its duly authorized representative and shall include the following:

1.The applicant's name, address, telephone number and email address;

2.The names, addresses, telephone numbers and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application;

3.A location map depicting the location of proposed sites for small wireless facilities and related construction and engineering drawings for each location sufficient to demonstrate compliance with the provisions herein. Small cell facilities on existing poles, new poles or modified poles shall not interfere with vehicular access to adjacent property nor shall they be placed in a location that would interfere with an existing individual tree's canopy. For applications to co-locate on an existing pole, the applicant should provide an engineering analysis that demonstrates conformance with applicable codes, construction drawings stamped by a professional engineer licensed in Oklahoma and a description of any make-ready work required, including any modification or replacement of the pole. Up to 25 proposed small cell facilities can be covered by one application;

4.If a small wireless facility is proposed to replace an existing pole or be located on an existing pole, then the application shall indicate the owner of said pole;

5.A statement of compliance with all applicable codes from a licensed engineer;

6.Applications to Co-locate Facilities. Application fees for small wireless facilities are in the amount set forth in the Master Fee Schedule;

7.Applications for Installation, Modification or Replacement of a Utility Pole and Associated Co-location. Application fees are in the amount set forth in the Master Fee Schedule.

b.Within 20 days of receiving an application, the city will determine and notify the applicant in writing whether the application is complete. If an application is incomplete, the city will specifically identify the missing information in its written communication to the applicant. The processing deadlines set forth herein will be tolled from the time the city sends the notice of incompleteness to the time the applicant provides the missing information. The processing deadline may also be tolled by agreement of the applicant and the city.

c.An application shall not be required for routine maintenance; the replacement of a small wireless facility with another small wireless facility that is substantially similar or smaller in size, weight and height or for installation, placement, maintenance, operation or replacement of micro-wireless facilities that are strung on cables between existing utility poles in compliance with the National Electric Safety Code.

d.Review Time for Applications to Co-locate Facilities. The city will issue a written decision in response to an application to co-locate small cell facilities within 60 days of receipt of the application. If the written decision is to deny the application, reasons for such denial shall be included in the written communication to the applicant. If the city does not issue a written decision within the prescribed timeframe, the application will be deemed approved.

e.Review Time for Applications for Installation, Modification or Replacement of a Utility Pole and Association Co-location. The city will issue a written decision in response to an application to install, modify or replace a utility pole and any associated co-location within 75 days of receipt of the application. If the written decision is to deny the application, reasons for such denials shall be included in the written communication to the applicant. If the city does not issue a written decision within the prescribed timeframe, the application will be deemed approved.

f.Appeals from the Denial of a Right-of-Way Permit Application. Upon receipt of a notice of the city's written decision to deny all or part of a Right-of-Way Permit Application, the applicant may choose to cure the deficiencies in the application or appeal the denial. If the applicant chooses to cure the deficiencies identified by the city, the application must be resubmitted within 30 days of the denial and will not require payment of an additional application fee. Upon receipt of a revised application, the city shall have an additional 30 days to approve or deny the revised application. If the applicant chooses to appeal the denial, the applicant may do so in accordance with Section 1350 of the Zoning Code.

(4)Height of Small Wireless Facilities and Associated Poles and Support Structures.

a.Small wireless facilities and new or modified utility poles and wireless support structures for the co-location of small wireless facilities may be placed in the right-of-way as a permitted use subject to the following requirements:

1. Each new or modified utility pole installed in the right-of-way shall not exceed the greater height of either (1) ten feet above the tallest utility pole existing as of December 9, 2019 and located within 500 feet of the new pole in the same right-of-way or (2) 50 feet. 2. Each new small wireless facility in the right-of-way shall not exceed ten feet above an existing utility pole in the same vicinity. Small wireless facilities on a new utility pole shall not exceed the height permitted for a new utility pole as determined by ordinance or franchise agreement.

b. Small wireless facilities may be placed on property owned, leased or otherwise controlled by the city pursuant to a commercial lease approved by the City Council.

(5) Small Cell Facility Standards.

a. All small wireless facilities with exterior exposure affixed to a utility pole shall be as close to the color of the utility pole as is commercially available to the wireless provider.

b. The design and maintenance of all small wireless facilities, cables, wires, appurtenances and utility poles shall include the use of materials, colors, textures, screening and landscaping that will blend the small wireless facilities, appurtenances and utility poles to the natural setting or the built environment of the primary use.

c. All small wireless facilities affixed to a decorative light pole must be installed in such a way that the cables, wires, appurtenances and facilities are concealed within the pole to the maximum extent possible.

d. Spacing Requirements. No small cell facility shall be approved for placement on a new pole if the new pole is proposed to be located within a 500-foot radius of an existing pole.

(6) Relocation or Modification of Small Cell Facilities. Whenever the city has determined that the removal, relocation, change or alteration of any small wireless facility is reasonably necessary for the construction, repair, maintenance or installation of any city improvement or for the operations of the city, including interference with traffic control devices or emergency communications, the city shall provide the wireless provider a written notice. Within 60 days following the written notice, the wireless provider shall at its own expense protect, support temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities within the right-of-way.

(7) Emergency Removal or Relocation of Small Cell Facilities. In the event of a public health or safety emergency and as the city determines to be necessary, the city retains the right and privilege to cut or move any small wireless facility located within the rights-of-way of the city. If circumstances permit, the city shall notify the wireless provider and provide the wireless provider an opportunity to move its own facilities prior to cutting or removing a facility. The city shall notify the wireless provider after cutting or removing a small wireless facility.

(8) Abandonment of Facilities. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of the facility must remove

the small wireless facility within 90 days after receipt of written notice from the city notifying the owner of the abandonment.

(9)Damage to the Right-of-Way. A wireless provider shall repair all damage to the right-of-way directly caused by the activities of the wireless provider in the right of-way and return the right-of-way to its functional equivalence before the damage. If the wireless provider fails to make the necessary repairs within two weeks of written notice, the city may make the repairs and charge the wireless provider the reasonable, documented cost of such repairs. A wireless provider shall be required to comply with right-of-way and vegetation management practices adopted by the city.

(10)City reserves the right to install public emergency or operational equipment to poles upon approval from the wireless provider. The location of said equipment will be at wireless provider's discretion and will not interfere with the wireless provider's operation.

(G)Nothing in this section concerning the regulations of what is legally permissible or legally forbidden interferes with the proprietary right of the city to control the property held in the city's name or in the name of any of its trusts as either a corporate owner or as public trustee.

(Ord. No. 1499 , § II, 12-16-2019; Ord. No. 1520 , § I.68, 6-2-2020)

Stillwater, OK Code

Sec. 23-113.2. - Small cell telecommunication facility use conditions.

All small cell facilities ("small cells") and supporting structures shall be subject to the requirements of this section, unless otherwise expressly stated.

(a) Collocation of small cell telecommunications facilities is encouraged wherever technologically feasible. An application to erect a new small cell facility shall include competent, written evidence that collocation of facilities on an existing or other supporting structure is not feasible. (b) Small cell facilities, including their collocation, modification and their supporting structures shall be:

(1) Permitted by special exception, when located outside of any public right-of-way and within any Large Lot Single-Family Residential (RSL), Small Lot Single-Family Residential (RSS), Two-Family Residential (RT), Two-Family and Multi-Family (RTM), Multi-Family Intermediate (RMI), Multi-Family Urban (RMU), or Planned Unit Development (PUD) district zoned for residential use, provided that they comply with all applicable requirements of the underlying zoning district and this section;

(2) Permitted by right within any zoning district other than those cited in paragraph (1) above, provided that they comply with all applicable requirements of the underlying zoning district and this section; and (3) Permitted within any public right-of-way or easement regulated by the City of Stillwater, only by the grant of a right-of-way occupancy permit. No small cell facility shall be collocated on a utility pole owned by a municipal public utility or other infrastructure owned by a public utility, except as authorized and governed by a lease, license or permit approved by the public utility. As such, they shall be exempt from the requirements of this section.

(c) Unless otherwise permitted by special exception, the size of any small cell shall be subject to the following regulations:

(1) Any antenna, including exposed elements, shall not exceed a volume of three cubic feet

(2) All antennas, including exposed elements, shall not exceed a total volume of six cubic feet.

(3) The primary equipment enclosure located with the facility shall not exceed a volume of 17 cubic feet.

(4) Ancillary equipment such as any the supporting utility pole or structure, electric meters, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services are not included in these equipment volume calculations.

(d) Setback and spacing requirements. Unless otherwise permitted by special exception, the siting of any new small cell facility located within any public right-of-way or easement regulated by the City of Stillwater or a public trust with the city as its beneficiary shall be subject to the following regulations:

(1) Small cell supporting structures shall be located a minimum of 500 feet from any other small cell supporting structure located on the same side of the street. This distance shall be measured in a straight line from the nearest point of each supporting structure, located at surface grade.

(2) Supporting structures located between any existing utility poles shall be sited equidistant between them, within ten percent variance of the total distance. This distance shall be measured in a straight line from the nearest point of each utility pole, located at surface grade.

(3) Small cell facilities and supporting structures shall be set back from any road surface or curb no less than eight feet to allow for a six-foot sidewalk or trail set back two feet from any road surface or curb.

(4) Small cell facilities and their supporting structures shall be located where there is no encroachment into any existing or planned corner sight triangles or sight line triangles. Supporting structures shall not interfere with any safe sight distances or otherwise block vehicular, bicycle or pedestrian traffic, or conflict with the installation, maintenance, or repair of any public utility.

(5) The supporting structures of small cell facilities shall be set back a distance equal to at least 110 percent of the height of the facility, including its supporting structure, from any adjacent residential, office, or commercial structure. Small cell facilities including their support structures shall not exceed 50 feet in height measured at grade; provided that in no event shall any small cell facilities with their support structures exceed 110 percent of the tallest existing utility pole located within 500 feet along the same street. This distance shall be measured in a straight line from a small cell facility's supporting structure the nearest point of any utility pole, located at surface grade.

(e) Small cells and supporting structures shall be designed to blend into the surrounding environment through the use of color, camouflaging and architectural treatment, so as to make the antenna and related equipment as visually unobtrusive as possible.

(f) Small cells and supporting structures shall not be illuminated by artificial means and may not display strobe lights unless federal or state authorities expressly require such lighting. When incorporated into the approved design of a supporting structure, light fixtures used to illuminate ball fields, parking lots or similar areas may be attached to the supporting structure.

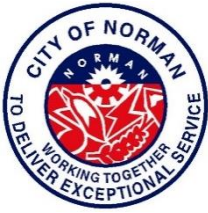
(g) The use of any portion of small cells and supporting structures for advertising or signs other than warning or equipment information signs is prohibited.

(h) Small cells and supporting structures shall be constructed in compliance with all applicable federal and state statutes and regulations and all applicable ordinances of the city, including but not limited to all building, electrical and mechanical codes adopted by the city or state.

(Ord. No. 3409, § 3, 7-23-2018)

File Attachments for Item:

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND OR POSTPONEMENT OF ORDINANCE O-2122-4 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USES IN THE A-2, RURAL AGRICULTURAL DISTRICT, FOR PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN (27), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3000 EAST ROBINSON STREET)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: City of Norman – Norman Utilities Authority

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND OR POSTPONEMENT OF ORDINANCE O-2122-4 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USES IN THE A-2, RURAL AGRICULTURAL DISTRICT, FOR PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN (27), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3000 EAST ROBINSON STREET)

BACKGROUND:

SYNOPSIS: The City of Norman/Norman Utilities Authority is requesting Special Use for Municipal Uses for its property located at 3000 East Robinson Street; the base zoning of A-2, Rural Agricultural District will remain. The existing facilities will remain. The applicant would like to bring this subject property into compliance with zoning in order to obtain building permits for future structures, including a solar array. The property contains approximately 36 acres.

HISTORY: In April of 2017, the Planning staff was directed to update/amend the existing Zoning Ordinance to establish a policy for all municipal projects and public utilities to properly zone the proposed development with a Special Use request. In order for the City to have the greatest flexibility to locate municipal projects and other public facilities in appropriate locations throughout the City, staff prepared a Zoning Code amendment that allows “municipal uses, public buildings and public utilities” in all zoning districts as a Special Use.

The Special Use designation provides Planning Commission and City Council the opportunity to ensure that municipal uses, public buildings and public utilities are in the proper location and enables the approval of special conditions that provide protection for surrounding property owners. At the same time, this review process allows approval of variances to specific regulations that best promote the health, safety and general welfare for the community and still meet the needs of the community to provide adequate services to the citizens. This policy to have all public utilities projects presented to Planning Commission and City Council gives staff the opportunity to present the project for approval as well as public notice of such future development.

DISCUSSION:**ZONING ORDINANCE CITATION:****SEC. 434.1 - SPECIAL USES**

Any use designated as a "Special Use" under any zoning district is not appropriate for each and every parcel of land which is included in the pertinent zoning district. However, upon review, the City Council may determine that one or more "Special Uses" should be approved for a specific parcel of land. Such approval, by ordinance duly adopted by the City Council, may come after a public notice and a hearing by the Planning Commission. Any such approval may be made conditional on the subject parcel of land meeting and maintaining specific requirements and/or conditions.

- (b) Review and Evaluation Criteria: The Planning Commission shall review and evaluate any "Special Use" proposal and recommend to the City Council using the following criteria:
- (1) Conformance with applicable regulations and standards established by the Zoning Regulations.
 - (2) Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
 - (3) Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)
 - (4) Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
 - (5) Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.
 - (6) That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.
- (c) Planning Commission Hearing and Recommendation: The Planning Commission shall hold a public hearing on each application for a "Special Use". Public notification requirements shall be the same as a rezoning procedure. At the public hearing, the Commission shall review the application and shall receive public comments concerning the proposed use and the proposed conditions under which it would be operated or maintained. The Planning Commission may recommend that the City Council establish conditions of approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation, regulation of signs; regulation

of hours or other characteristics of operation; and such other conditions as the Commission may deem necessary to insure compatibility with surrounding uses, and to preserve the public health, safety, and welfare.

EXISTING ZONING: The existing zoning for the subject property is A-2, Rural Agricultural District. This would remain the base zoning for the property.

SITE PLAN: The majority of traffic on the site will use the Main Access Gate on East Robinson Street near the West side of the property. Some traffic will use the Maintenance/Construction Gate on East Robinson Street near the East side of the property. The site plan shows existing and proposed Utilities buildings and services, including:

- Vernon Campbell Water Treatment Plant, and
- Solar Array (proposed).
- **IMPACTS:** This property has historically been used as a City of Norman Utilities location. There is no indication of negative impacts on the surrounding area. All future structures will meet zoning ordinance requirements for setbacks and coverage. While the applicant is cleaning up the zoning of the site and planning for the addition of a solar array at this time, it is possible with future growth there will be the need for additional municipal services and uses to be added to the site. Any new additional uses will comply with the adopted regulations.

OTHER AGENCY COMMENTS:

- **PREDEVELOPMENT** No neighbors attended this meeting.
- **PUBLIC WORKS** No comment provided.
-

RECOMMENDATION:

Staff forwards this request for Special Use, Ordinance O-2122-4, for City Council's consideration.

At their July 8, 2021 meeting, Planning Commission unanimously recommended adoption of Ordinance O-2122-4, by a vote of 6-0.

O-2122-4

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USES IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN (27), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3000 E. Robinson Street)

- § 1. WHEREAS, the City of Norman – Norman Utilities Authority has made application to have Special Use for Municipal Uses on the property described below in the A-2, Rural Agricultural District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for Municipal Uses in the A-2, Rural Agricultural District, for the following described property, to wit:

A tract of land being a part of the Northeast Quarter of Section Twenty-Seven, Township Nine North, Range Two West (NE/4 Sec 27-T9N-R2W) of the Indian Meridian, Cleveland County, Oklahoma being more particularly described as:

The North Half of the Northwest Quarter of said Northeast Quarter (N/2 NW/4 NE/4)

AND

The North 529 feet of the South Half of the Northwest Quarter of said Northeast Quarter (S/2 NW/4 NE/4).

Ordinance No. O-2122-4
Page 2

§ 5. Further, pursuant to the provisions of Section 22:434.1 of the Code of the City of Norman, as amended, the following conditions are hereby attached to the zoning of the tract:

a. The site shall be developed in accordance with the Site Plan and supporting documentation submitted by the applicant and approved by the Planning Commission on July 8, 2021.

§ 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 _____, 2021.

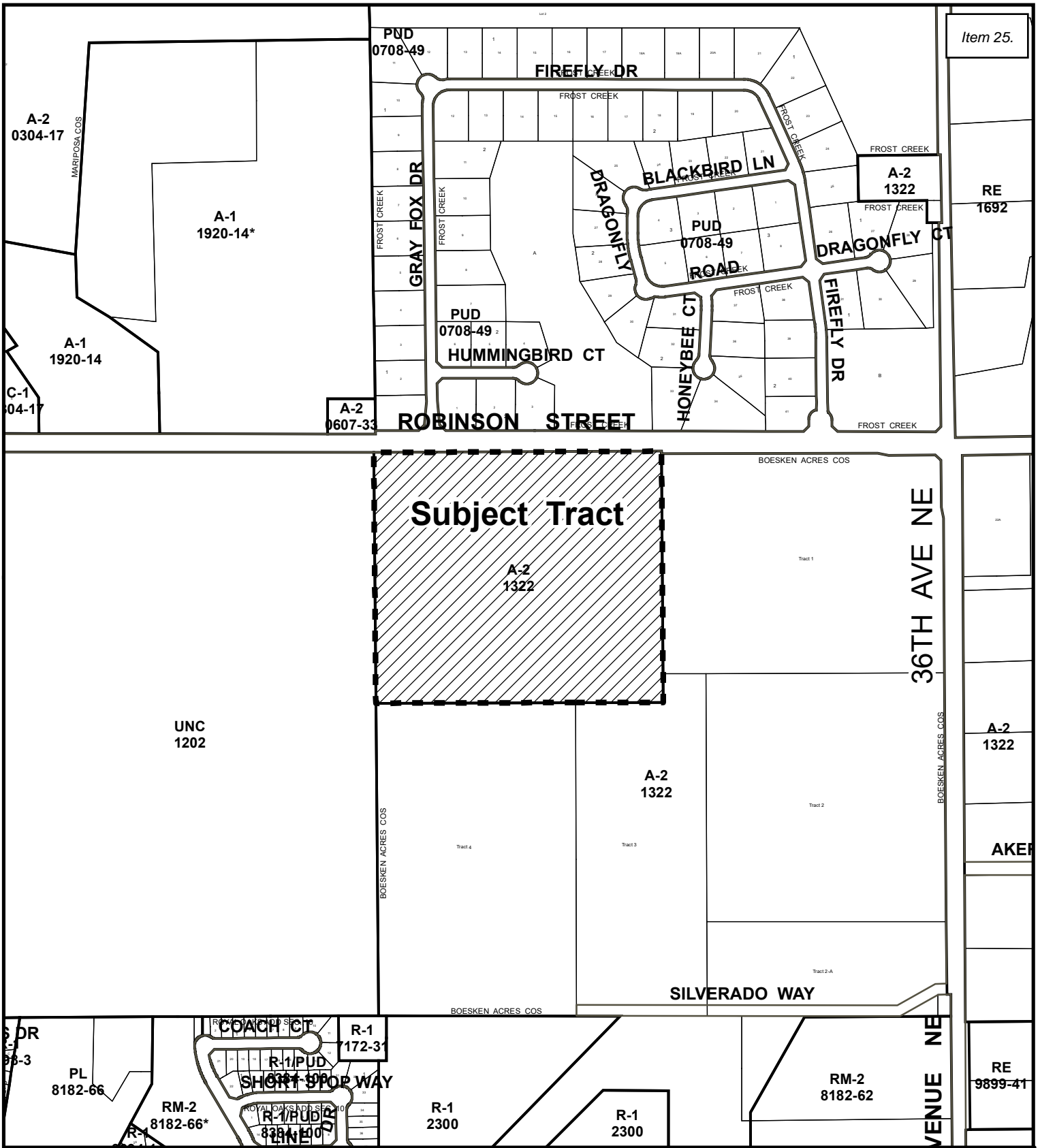
NOT ADOPTED this _____ day of _____, 2021.

(Mayor)

(Mayor)

ATTEST:

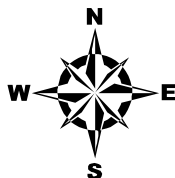
(City Clerk)



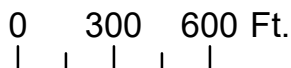
Location Map





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



June 8, 2021



 Subject Tract

 Zoning

ORDINANCE NO. O-2122-4

ITEM NO. 9

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	City of Norman – Norman Utilities Authority
REQUESTED ACTION	Special Use for Municipal Uses
EXISTING ZONING	A-2, Rural Agricultural District
SURROUNDING ZONING	North: PUD, Planned Unit Development O-0708-49 East: A-2, Rural Agricultural District South: A-2, Rural Agricultural District West: UNC - Unclassified
LOCATION	3000 East Robinson Street
SIZE	36 acres, more or less
PURPOSE	Vernon Campbell Water Treatment Plant, Future Solar Array
EXISTING LAND USE	Vernon Campbell Water Treatment Plant
SURROUNDING LAND USE	North: Single Family Residential East: Single Family Residential South: Vacant, Single Family Residential West: Vacant, State Land
LAND USE PLAN DESIGNATION	Institutional

SYNOPSIS: The City of Norman – Norman Utilities Authority is requesting Special Use for Municipal Uses; the base zoning of A-2, Rural Agricultural District will remain. The existing facilities will remain. The applicant would like to bring this subject property into compliance with zoning in order to obtain building permits for future structures, including a solar array. The property contains approximately 36 acres.

HISTORY: In April of 2017, the Planning staff was directed to update/amend the existing Zoning Ordinance to establish a policy for all municipal projects and public utilities to properly zone the proposed development with a Special Use request. In order for the City to have the greatest flexibility to locate municipal projects and other public facilities in appropriate

locations throughout the City, staff prepared a Zoning Code amendment that allows "municipal uses, public buildings and public utilities" in all zoning districts as a Special Use.

The Special Use designation provides Planning Commission and City Council the opportunity to ensure that municipal uses, public buildings and public utilities are in the proper location and enables the approval of special conditions that provide protection for surrounding property owners. At the same time, this review process allows approval of variances to specific regulations that best promote the health, safety and general welfare for the community and still meet the needs of the community to provide adequate services to the citizens. This policy to have all public utilities projects presented to Planning Commission and City Council gives staff the opportunity to present the project for approval as well as public notice of such future development.

ZONING ORDINANCE CITATION: SEC. 434.1 - SPECIAL USES

Any use designated as a "Special Use" under any zoning district is not appropriate for each and every parcel of land which is included in the pertinent zoning district. However, upon review, the City Council may determine that one or more "Special Uses" should be approved for a specific parcel of land. Such approval, by ordinance duly adopted by the City Council, may come after a public notice and a hearing by the Planning Commission. Any such approval may be made conditional on the subject parcel of land meeting and maintaining specific requirements and/or conditions.

- (b) Review and Evaluation Criteria: The Planning Commission shall review and evaluate any "Special Use" proposal and recommend to the City Council using the following criteria:
- (1) Conformance with applicable regulations and standards established by the Zoning Regulations.
 - (2) Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
 - (3) Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)
 - (4) Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
 - (5) Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.

- (6) That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.
- (c) **Planning Commission Hearing and Recommendation:** The Planning Commission shall hold a public hearing on each application for a "Special Use". Public notification requirements shall be the same as a rezoning procedure. At the public hearing, the Commission shall review the application and shall receive public comments concerning the proposed use and the proposed conditions under which it would be operated or maintained. The Planning Commission may recommend that the City Council establish conditions of approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation, regulation of signs; regulation of hours or other characteristics of operation; and such other conditions as the Commission may deem necessary to insure compatibility with surrounding uses, and to preserve the public health, safety, and welfare.

EXISTING ZONING: The existing zoning for the subject property is A-2, Rural Agricultural District. This would remain the base zoning for the property.

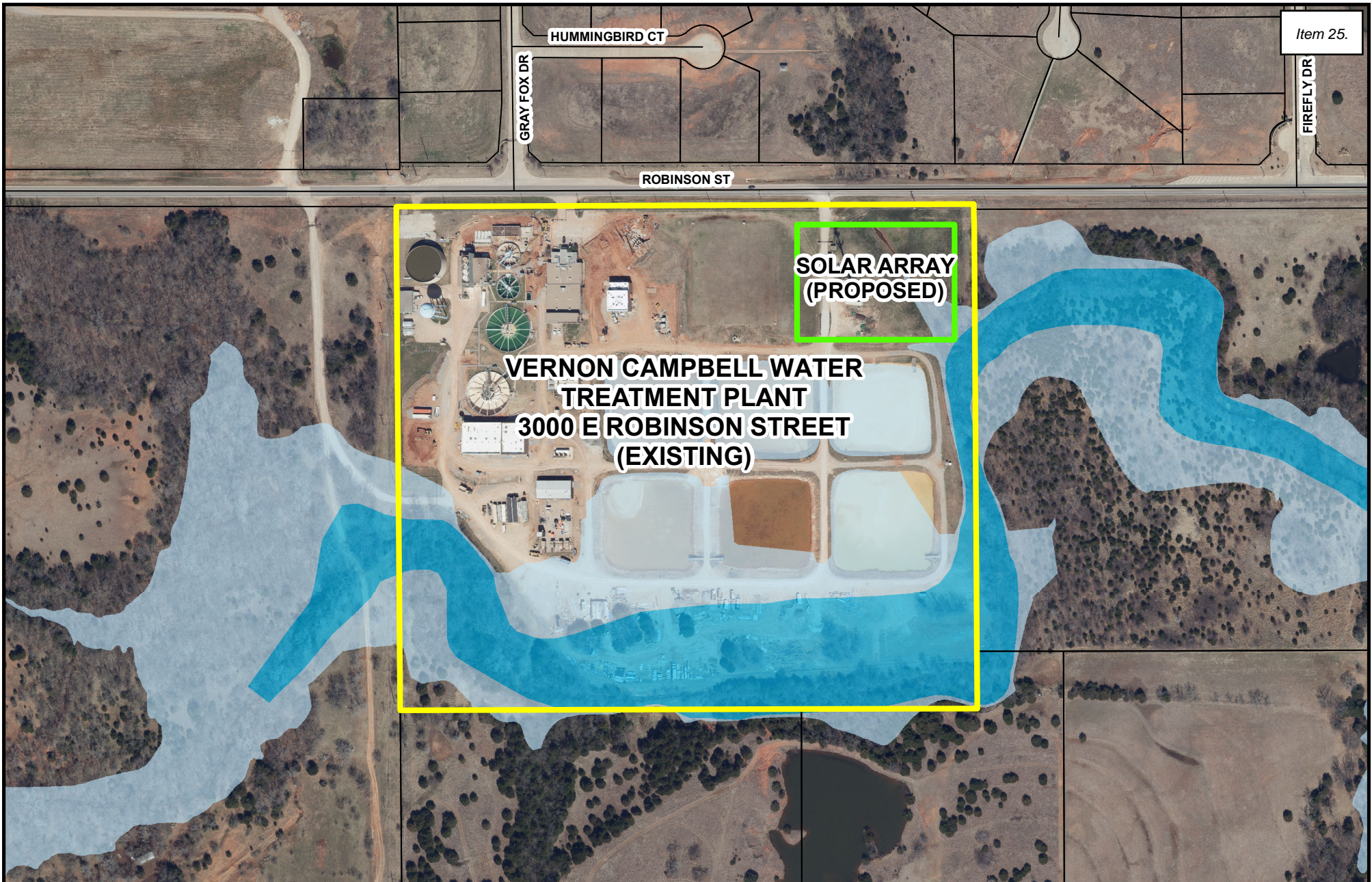
ANALYSIS:

- **SITE PLAN** The majority of traffic on the site will use the Main Access Gate on East Robinson Street near the West side of the property. Some traffic will use the Maintenance/Construction Gate on East Robinson Street near the East side of the property. The site plan shows existing and proposed Utilities buildings and services, including:
 - Vernon Campbell Water Treatment Plant, and
 - Solar Array (proposed).
- **IMPACTS** This property has historically been used as a City of Norman Utilities location. There is no indication of negative impacts on the surrounding area. All future structures will meet zoning ordinance requirements for setbacks and coverage. While the applicant is cleaning up the zoning of the site and planning for the addition of a solar array at this time, it is possible with future growth there will be the need for additional municipal services and uses to be added to the site. Any new additional uses will comply with the adopted regulations.

OTHER AGENCY COMMENTS:

- **PREDEVELOPMENT** No neighbors attended this meeting.
- **PUBLIC WORKS** No comment provided.

CONCLUSION: Staff forwards this request for Special Use, Ordinance No. O-2122-4, for Planning Commission's consideration.



Pre-Development - Special Use Permit for Norman Utilities Authority



Map Produced by the City of Norman
Geographic Information System.

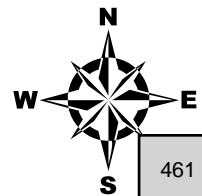
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

0 150 300 600 Feet

June 23, 2021

Legend

- Rezoning
- Property Lines
- 100-Year Floodplain
- Floodway



Applicant: Norman Utilities Authority

Project Location: 3000 E Robinson St.

Case Number: PD21-24

Time: 5:00 p.m.

Applicant/Representative

Nathan Madenwald

Attendees

None

City Staff

Ken Danner, Subdivision Development Manager
Logan Hubble, Planner I

Application Summary

The applicant is requesting a special use for municipal use.

Neighbor's Comments/Concerns/Responses

No neighbors attended the meeting.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 8, 2021

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of July, 2021.

Notice and agenda of the meeting was posted at the Norman Municipal Building and online at <https://www.normanok.gov/your-government/public-information/agendas-and-minutes> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Nouman Jan
Steven McDaniel
Erica Bird
Lark Zink
Dave Boeck
Sandy Bahan

MEMBERS ABSENT

Erin Williford
Mark Daniels
Michael Jablonski

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Ken Danner, Subdivision Development
Manager
Roné Tromble, Recording Secretary
Bryce Holland, Multimedia Specialist
Beth Muckala, Asst. City Attorney
David Riesland, Transportation Engineer
Jami Short, Traffic Engineer
Nathan Madenwald, Utilities Engineer

* * *

Item No. 9, being:

O-2122-4 – CITY OF NORMAN – NORMAN UTILITIES AUTHORITY REQUESTS SPECIAL USE FOR MUNICIPAL USES, INCLUDING VERNON CAMPBELL WATER TREATMENT PLANT, FOR APPROXIMATELY 36 ACRES OF PROPERTY ZONED A-2, RURAL AGRICULTURAL DISTRICT, GENERALLY LOCATED AT 3000 E. ROBINSON STREET.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Preliminary Site Development Map
4. Pre-Development Summary

PRESENTATION BY STAFF:

1. Logan Hubble reviewed the staff report, a copy of which is filed with the minutes.

PRESENTATION BY THE APPLICANT:

1. Nathan Madenwald, the applicant – The application is taking the existing property as it has been used and bringing into compliance with the current zoning requirements. The driver for that is the 600 kw solar array being installed at the northeast corner of the site. That will be used in a net metering concept to offset three large electric meters and to offset power requirements and reduce operating costs for the facility.
2. Mr. Boeck asked what percentage of the total electrical needs are going to be provided. Mr. Madenwald indicated he would have to get that information.
3. Mr. Jan asked the cost of the project. Mr. Madenwald responded the overall cost for the project is \$4.77 million for this site and also the site at the water reclamation facility. The break-even time is pretty close to the life of the facility – a 20-year life. But this also aligns with the Mayor's climate goals, where we're able to offset some of our electric usage and use sustainable sources. Mr. Jan asked if the City is going to be maintaining the solar array. Mr. Madenwald said they will be doing a performance contract with the supplier, so they will be maintaining it for us on an annual basis.
4. Mr. McDaniel asked if the \$4.77 million will be paid back over the 20-year period. Mr. Madenwald said there was capital funding available to do the project, but the return on investment will be in that 20-year period.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Dave Boeck moved to recommend adoption of Ordinance No. O-2122-4 to City Council. Steven McDaniel seconded the motion.

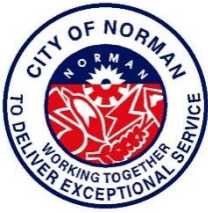
There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Nouman Jan, Steven McDaniel, Erica Bird, Lark Zink, Dave Boeck, Sandy Bahan
NAYES	None
MEMBERS ABSENT	Erin Williford, Mark Daniels, Michael Jablonski

The motion, to recommend adoption of Ordinance No. O-2122-4 to City Council, passed by a vote of 6-0.

File Attachments for Item:

26. CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT OR AMENDMENT OF ORDINANCE O-2122-5 UPON SECOND AND FINAL READING:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USES IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR PART OF SECTION EIGHTEEN (18), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3500 JENKINS AVENUE)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT OR AMENDMENT OF ORDINANCE O-2122-5 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USES IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR PART OF SECTION EIGHTEEN (18), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3500 JENKINS AVENUE)

SYNOPSIS:

The City of Norman – Norman Utilities Authority is requesting Special Use for Municipal Uses; the base zoning of A-2, Rural Agricultural District will remain. The existing facilities will remain. The applicant would like to bring this subject property into compliance with zoning in order to obtain building permits for future structures, including a solar array. The property contains approximately 36 acres.

HISTORY:

In April of 2017, the Planning staff was directed to update/amend the existing Zoning Ordinance to establish a policy for all municipal projects and public utilities to properly zone such development with a Special Use request. In order for the City to have the greatest flexibility to locate municipal projects and other public facilities in appropriate locations throughout the City, staff prepared a Zoning Code amendment that allows “municipal uses, public buildings and public utilities” in all zoning districts as a Special Use.

The Special Use designation provides Planning Commission and City Council the opportunity to ensure that municipal uses, public buildings and public utilities are in the proper location and enables the approval of special conditions that provide protection for surrounding property owners. At the same time, this review process allows approval of variances to specific regulations that best promote the health, safety and general welfare for the community and still meet the needs of the community to provide adequate services to the citizens. This policy to

have all public utilities projects presented to Planning Commission and City Council gives staff the opportunity to present the project for approval as well as public notice of such future development.

ZONING ORDINANCE CITATION:

SEC. 434.1 - SPECIAL USES

Any use designated as a "Special Use" under any zoning district is not appropriate for each and every parcel of land which is included in the pertinent zoning district. However, upon review, the City Council may determine that one or more "Special Uses" should be approved for a specific parcel of land. Such approval, by ordinance duly adopted by the City Council, may come after a public notice and a hearing by the Planning Commission. Any such approval may be made conditional on the subject parcel of land meeting and maintaining specific requirements and/or conditions.

- (b) Review and Evaluation Criteria: The Planning Commission shall review and evaluate any "Special Use" proposal and recommend to the City Council using the following criteria:
- (1) Conformance with applicable regulations and standards established by the Zoning Regulations.
 - (2) Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
 - (3) Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)
 - (4) Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
 - (5) Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.
 - (6) That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.
- (c) Planning Commission Hearing and Recommendation: The Planning Commission shall hold a public hearing on each application for a "Special Use". Public notification requirements shall be the same as a rezoning procedure. At the public hearing, the

Commission shall review the application and shall receive public comments concerning the proposed use and the proposed conditions under which it would be operated or maintained. The Planning Commission may recommend that the City Council establish conditions of approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation, regulation of signs; regulation of hours or other characteristics of operation; and such other conditions as the Commission may deem necessary to insure compatibility with surrounding uses, and to preserve the public health, safety, and welfare.

EXISTING ZONING: The existing zoning for the subject property is A-2, Rural Agricultural District. This would remain the base zoning for the property.

ANALYSIS:

- **SITE PLAN** The majority of traffic on the site will use the Main Access Gate on East Robinson Street near the West side of the property. Some traffic will use the Maintenance/Construction Gate on East Robinson Street near the East side of the property. The site plan shows existing and proposed Utilities buildings and services, including:
 - Vernon Campbell Water Treatment Plant, and
 - Solar Array (proposed).

- **IMPACTS** This property has historically been used as a City of Norman Utilities location. There is no indication of negative impacts on the surrounding area. All future structures will meet zoning ordinance requirements for setbacks and coverage. While the applicant is cleaning up the zoning of the site and planning for the addition of a solar array at this time, it is possible with future growth there will be the need for additional municipal services and uses to be added to the site. Since Planning Commission, the solar array contractor has engaged with consultant Park Hill to assess potential drainage issues from the project. At this time, no additional improvements are needed; however, drainage improvements have been identified in conjunction with the future compost facility. Any new additional uses will comply with the adopted regulations, including those related to drainage and detention.

OTHER AGENCY COMMENTS:

- **PREDEVELOPMENT** No neighbors attended this meeting.

- **PUBLIC WORKS** No comment provided.

CONCLUSION: Staff forwards this request for Special Use, Ordinance O-2122-4 for City Council's consideration.

At their July 8, 2021 meeting, Planning Commission unanimously recommended adoption of Ordinance O-2122-5, by a vote of 6-0.

O-2122-5

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USES IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR PART OF SECTION EIGHTEEN (18), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3500 Jenkins Avenue)

- § 1. WHEREAS, the City of Norman – Norman Utilities Authority has made application to have Special Use for Municipal Uses on the property described below in the A-2, Rural Agricultural District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for Municipal Uses in the A-2, Rural Agricultural District, for the following described property, to wit:

A tract of land being a part of Section Eighteen, Township Eight North, Range Two West (Sec 18-T8N-R2W) of the Indian Meridian, Cleveland County, Oklahoma being more particularly described as:

Government Lots 10, 11, 12, and 13 and their accretions as described and detailed in the Survey filed with the Cleveland County Clerk at Book 4196, Page 1387.

LESS and EXCEPT all of the following:

The lands leased to Norman Asphalt Company as described in the Lease documents recorded with the Cleveland County Clerk at Book 3279, Page 798
AND

The lands included in the Warranty Deed from Hidalgo Trading, LLC to the City of Norman recorded with the Cleveland County Clerk at Book 6111, Page 481

AND

All land lying west of a projection of the centerline of Chautauqua Avenue

- § 5. Further, pursuant to the provisions of Section 22:434.1 of the Code of the City of Norman, as amended, the following conditions are hereby attached to the zoning of the tract:
 - a. The site shall be developed in accordance with the Site Plan and supporting documentation submitted by the applicant and approved by the Planning Commission on July 8, 2021.

§ 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 _____, 2021.

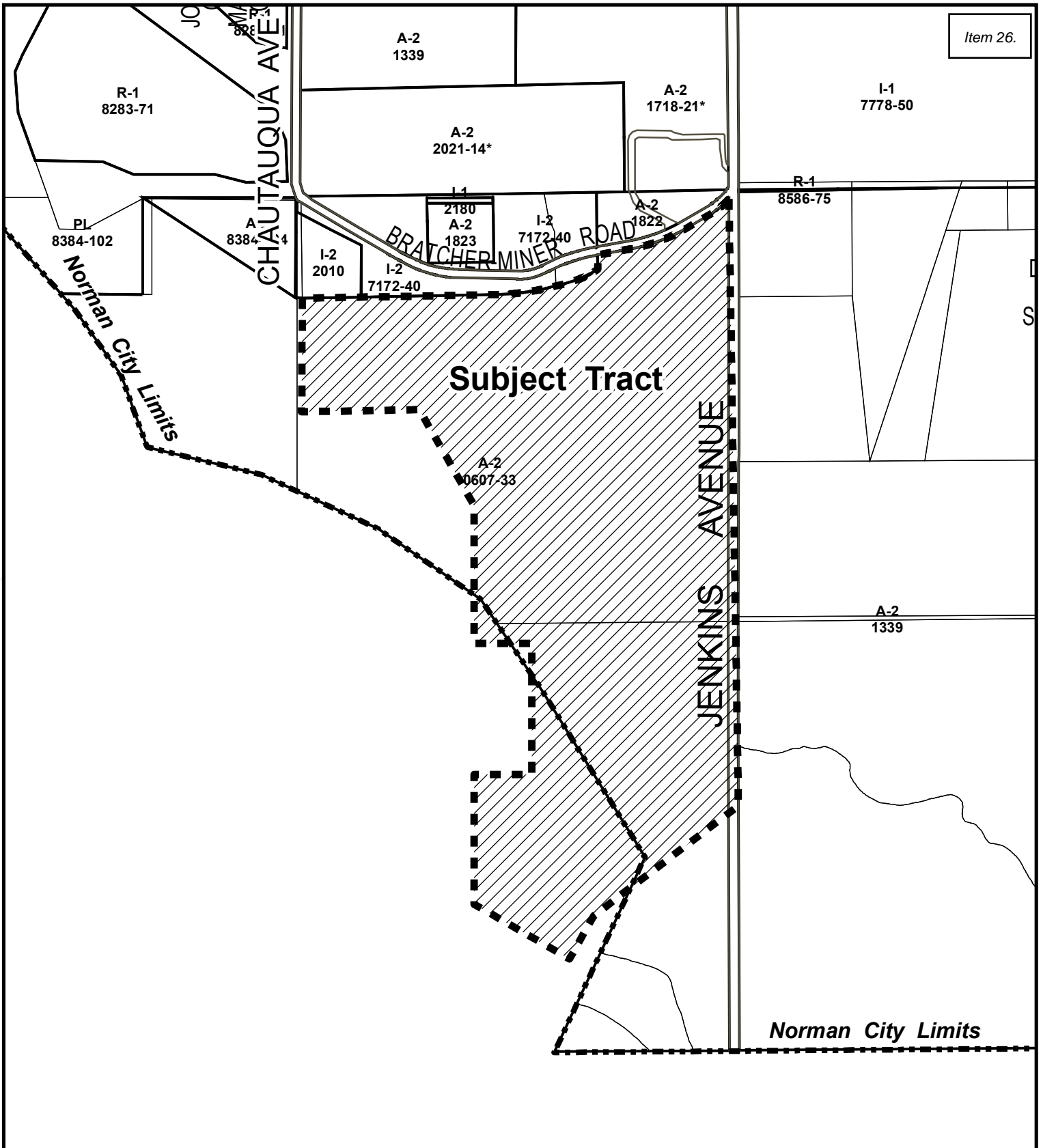
NOT ADOPTED this _____ day of _____, 2021.

(Mayor)

(Mayor)

ATTEST:

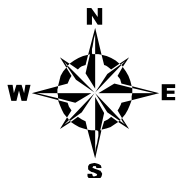
(City Clerk)



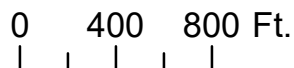
Location Map





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

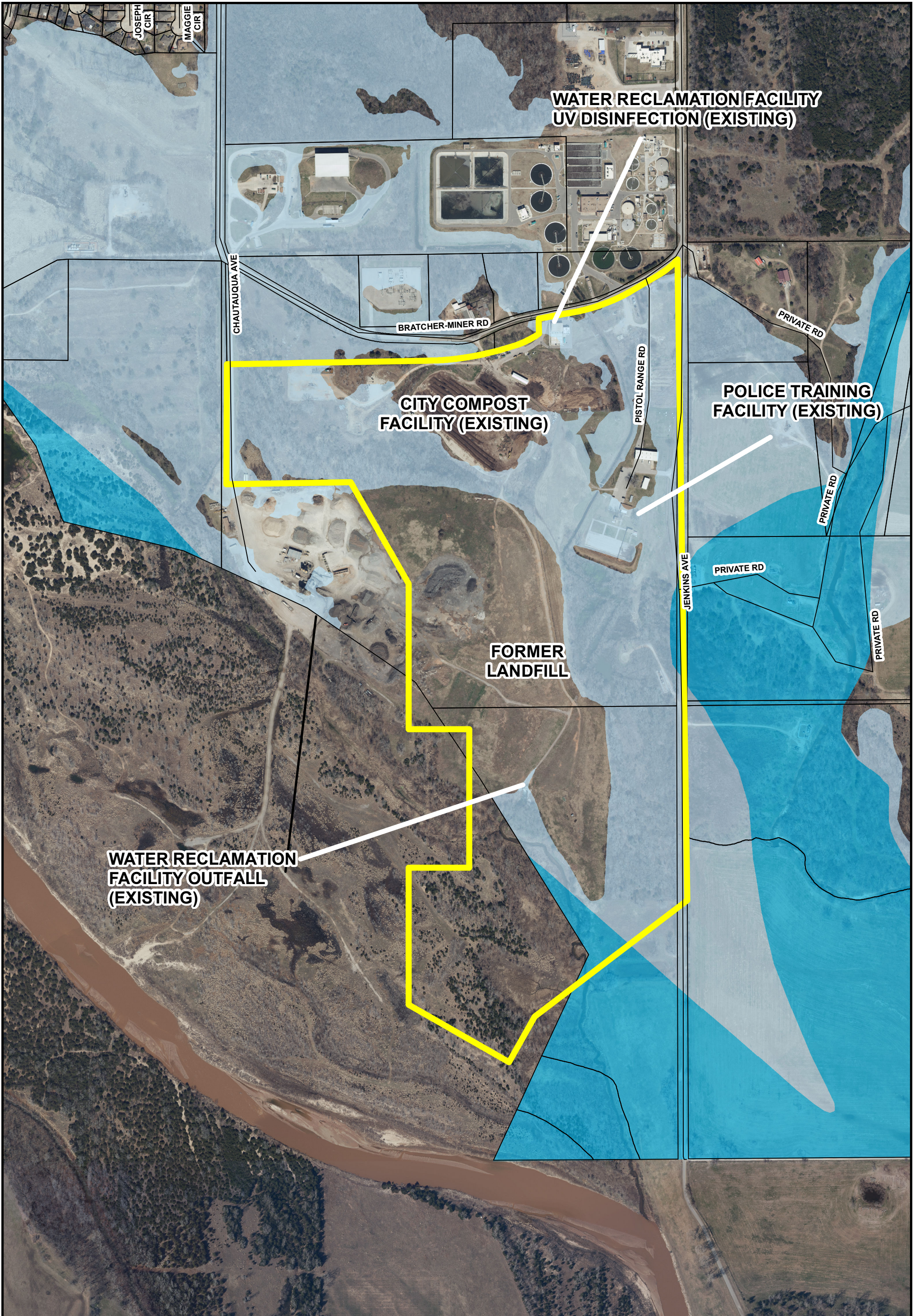


June 8, 2021



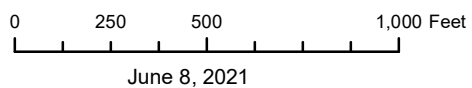
 Subject Tract

 Zoning

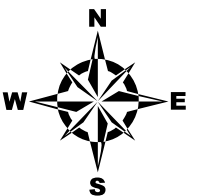


Pre-Development - Special Use Permit for Norman/NUA/NMA

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.



- Legend**
- Proposed Rezoning
 - GIS Parcels
 - 100-Year Floodplain
 - Floodway



ORDINANCE NO. O-2122-5

ITEM NO. 10

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	City of Norman – Norman Utilities Authority
REQUESTED ACTION	Special Use for Municipal Uses
EXISTING ZONING	A-2, Rural Agricultural District I-2, Heavy Industrial District
SURROUNDING ZONING	North: I-2, Heavy Industrial District and A-2, Rural Agricultural District East: A-2, Rural Agricultural District South: Canadian River West: A-2, Rural Agricultural District
LOCATION	3500 Jenkins Avenue
SIZE	115.22 acres, more or less
PURPOSE	Water Reclamation Facility, Compost Facility, Police Firing Range, Solar Array
EXISTING LAND USE	Water Reclamation Facility, Compost Facility, Police Firing Range
SURROUNDING LAND USE	North: Norman Transfer Station, Norman Water Reclamation Facility East: Agricultural South: Canadian River West: Haskell Lemon Construction
LAND USE PLAN DESIGNATION	Floodplain

SYNOPSIS: The City of Norman – Norman Utilities Authority is requesting a Special Use for Municipal Uses; the base zoning of A-2, Rural Agricultural District will remain. The existing facilities will remain. The applicant would like to bring this subject property into compliance with zoning in order to obtain building permits for future structures, including a solar array and a compost scale house. The property contains approximately 115.22 acres.

HISTORY: In April of 2017, the Planning staff was directed to update/amend the existing Zoning Ordinance to establish a policy for all municipal projects and public utilities to properly zone

the proposed development with a Special Use request. In order for the City to have the greatest flexibility to locate municipal projects and other public facilities in appropriate locations throughout the City, staff prepared a Zoning Code amendment that allows "municipal uses, public buildings and public utilities" in all zoning districts as a Special Use.

The Special Use designation provides Planning Commission and City Council the opportunity to ensure that municipal uses, public buildings and public utilities are in the proper location and enables the approval of special conditions that provide protection for surrounding property owners. At the same time, this review process allows approval of variances to specific regulations that best promote the health, safety and general welfare for the community and still meet the needs of the community to provide adequate services to the citizens. This policy to have all public utilities projects presented to Planning Commission and City Council gives staff the opportunity to present the project for approval as well as public notice of such future development.

ZONING ORDINANCE CITATION: SEC. 434.1 - SPECIAL USES

Any use designated as a "Special Use" under any zoning district is not appropriate for each and every parcel of land which is included in the pertinent zoning district. However, upon review, the City Council may determine that one or more "Special Uses" should be approved for a specific parcel of land. Such approval, by ordinance duly adopted by the City Council, may come after a public notice and a hearing by the Planning Commission. Any such approval may be made conditional on the subject parcel of land meeting and maintaining specific requirements and/or conditions.

- (b) Review and Evaluation Criteria: The Planning Commission shall review and evaluate any "Special Use" proposal and recommend to the City Council using the following criteria:
- (1) Conformance with applicable regulations and standards established by the Zoning Regulations.
 - (2) Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
 - (3) Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)
 - (4) Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
 - (5) Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.

- (6) That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.
- (c) **Planning Commission Hearing and Recommendation:** The Planning Commission shall hold a public hearing on each application for a "Special Use". Public notification requirements shall be the same as a rezoning procedure. At the public hearing, the Commission shall review the application and shall receive public comments concerning the proposed use and the proposed conditions under which it would be operated or maintained. The Planning Commission may recommend that the City Council establish conditions of approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation, regulation of signs; regulation of hours or other characteristics of operation; and such other conditions as the Commission may deem necessary to insure compatibility with surrounding uses, and to preserve the public health, safety, and welfare.

EXISTING ZONING: The existing zoning for the subject property is A-2, Rural Agricultural District. This would remain the base zoning for the property.

ANALYSIS:

- **SITE PLAN** The proposed site plan for the property shows one existing access point, Pistol Range Road, located off Bratcher Miner Road which will be retained. Other access drives exist, including two on Bratcher Miner Road for the Compost Facility and Water Reclamation Facility and one on Jenkins for the Police Training Facility. The site plan shows existing and proposed Utilities buildings and services, including:
 - Water Reclamation Facility UV Disinfection,
 - City Compost Facility,
 - Police Training Facility,
 - Water Reclamation Facility Outfall,
 - Former Landfill Site,
 - Oil Well,
 - Solar Array (proposed), and
 - Compost Scale House (proposed).
- **IMPACTS** This property has historically been used as a City of Norman Utilities location. There is no indication of negative impacts on the surrounding area. All future structures will meet zoning ordinance requirements for setbacks and coverage. While the applicant is cleaning up the zoning of the site and planning for the addition of a solar array at this time, it is possible with future growth there will be the need for additional municipal services and uses to be added to the site. Any new additional uses will comply with the adopted regulations.

OTHER AGENCY COMMENTS:

- **PREDEVELOPMENT** One resident asked what direction the future solar panels will point. The applicant said that they would look into it. The orientation of the system is facing south (180 degree azimuth) at 25 degrees.
- **PUBLIC WORKS** The proposed location of the solar array project is almost entirely within the Canadian River floodplain. The project needs to be in compliance with the Floodplain Ordinance and a floodplain permit is required.

CONCLUSION: Staff forwards this request for Special Use, Ordinance No. O-2122-5, for Planning Commission's consideration.

Applicant: Norman Utilities Authority

Project Location: 3500 Jenkins Avenue

Case Number: PD21-25

Time: 5:30 p.m.

Applicant/Representative

Nathan Madenwald

Attendees

Rex Valouch

Kevin Potts

Jan Valouch

City Staff

Logan Hubble, Planner I

Application Summary

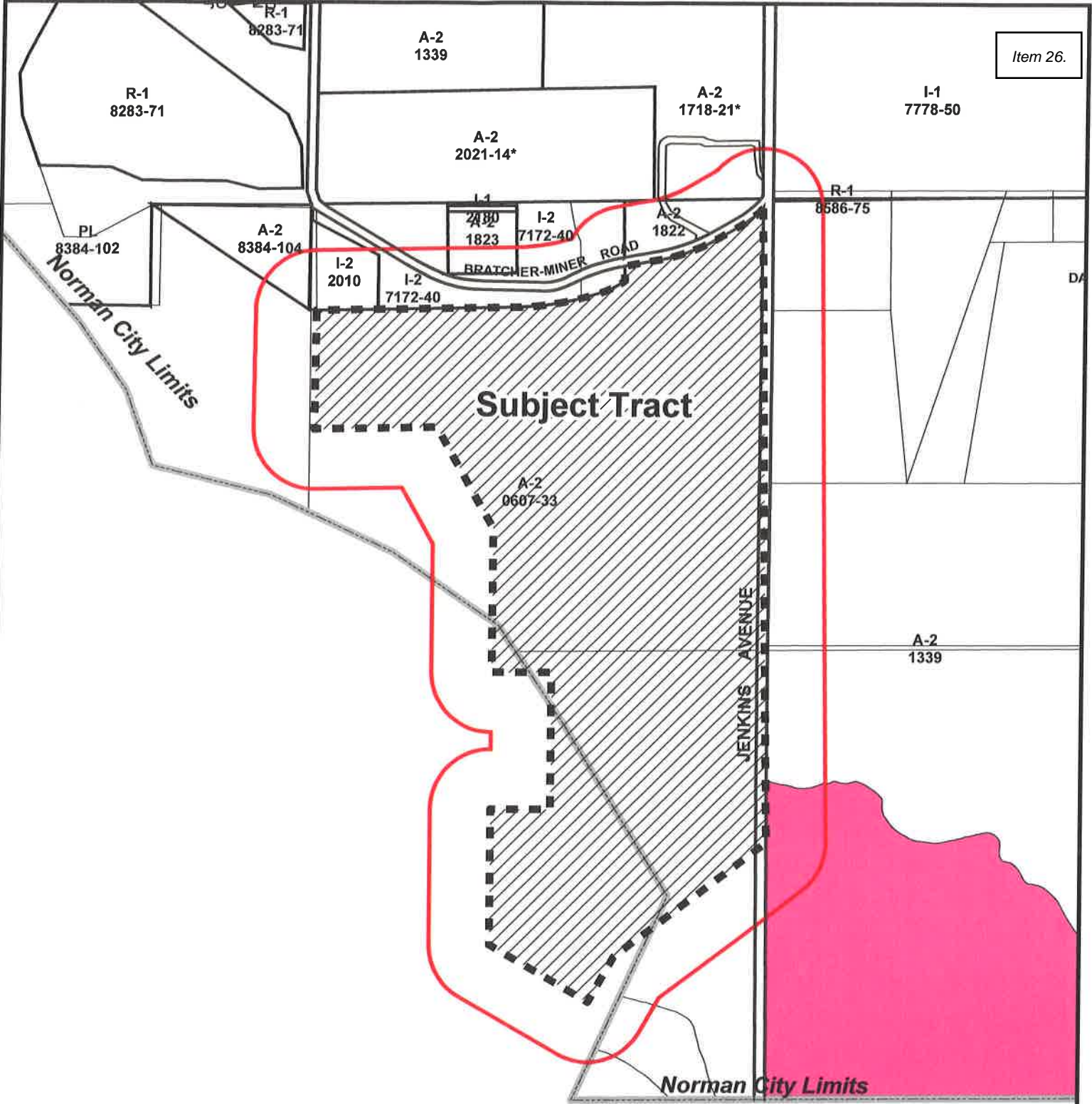
The applicant is requesting a special use for municipal use.

Neighbor's Comments/Concerns/Responses

- One resident asked what direction the future solar panels will point. The applicant said that they would look into it.

Item 10
City of Norman – Norman Utilities Authority
3500 Jenkins Avenue

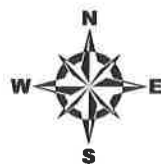
PROTEST MAP & LETTER



Protest Map

4.7% Protest Within Notification Area

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



0 400 800 Feet

July 6, 2021

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

July 2, 2021

City of Norman Planning Commission
201 West Gray A
Norman, OK 73069

Dear Planning Commission:

I own land at the corner of South Jenkins and Post Oak Road in the City of Norman that is held in the Kevin John Potts Trust (attached is the Memorandum of Trust that authorizes me to sign on behalf of the trust). I oppose any construction to be done in the "Special Use Land Area" that has been requested by the City of Norman/Norman Utilities Authority on south Jenkins that will create impervious surfaces unless there is an adequate stormwater mitigation plan proposed.

This protest is due to the fact that that my property has been adversely impacted by flooding created by the lack of stormwater mitigation in this area.



Kevin John Potts

FILED IN THE OFFICE
OF THE CITY CLERK
ON 7/2/21

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 8, 2021

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of July, 2021.

Notice and agenda of the meeting was posted at the Norman Municipal Building and online at <https://www.normanok.gov/your-government/public-information/agendas-and-minutes> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

- Nouman Jan
- Steven McDaniel
- Erica Bird
- Lark Zink
- Dave Boeck
- Sandy Bahan

MEMBERS ABSENT

- Erin Williford
- Mark Daniels
- Michael Jablonski

A quorum was present.

STAFF MEMBERS PRESENT

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

* * *

Item No. 10, being:

O-2122-5 – CITY OF NORMAN – NORMAN UTILITIES AUTHORITY REQUESTS SPECIAL USE FOR MUNICIPAL USES, INCLUDING WATER RECLAMATION FACILITY, COMPOST FACILITY, AND POLICE FIRING RANGE, FOR APPROXIMATELY 115.22 ACRES OF PROPERTY ZONED A-2, RURAL AGRICULTURAL DISTRICT, GENERALLY LOCATED AT 3500 JENKINS AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Preliminary Site Development Map
4. Pre-Development Summary

PRESENTATION BY STAFF:

1. Logan Hubble reviewed the staff report, a copy of which is filed with the minutes. One protest letter was received, which represented 4.7% of the notification area.

PRESENTATION BY THE APPLICANT:

1. Nathan Madenwald, the applicant – This is a similar item to the past item, where we're bringing the zoning in-line with current requirements. The addition to this site is at the compost facility we would like to put a scale house there so we can better track what's coming in and out, similar to what's at our transfer station. The solar array would be where the green area is shown on the map.

2. Mr. Jan asked the capacity of the solar array here. Mr. Madenwald responded 1.67 kw.

3. Mr. McDaniel asked what is currently occupying that space. Mr. Madenwald said there's an oil well on the north end of the site, but generally it's an open field. We do have some sludge drying beds, which had been used in the past for bio-solids from the facility to let them dry out and then haul off. We also use that for our trucks. We're still going to retain some of that capacity.

4. Ms. Bird asked what the change to impervious area will be. Mr. Madenwald responded that they have not calculated that, but understand the protest that's been received and we'll be happy to make sure we mitigate that increase.

AUDIENCE PARTICIPATION:

1. Allyson Wilson, 1004 Elmwood Street – I own some land in the area and I am concerned – not about the solar panels being done – what I am concerned about is the impervious surface that will be there and the additional flooding that may occur in the area. Currently we have an issue with flooding in the area. There is standing water currently in the area on the west side of Jenkins that we are very concerned about. Adding another impervious surface will lead possibly to this. As mentioned just previously, they don't know what that impact will be. It does also say in the proposal that there is no negative impact. I would like to know how that was calculated, because I am very concerned that there will be a negative impact, not only to our farm, but also to the farm that's closer to that area on the east side of Jenkins.

2. Mr. Jan asked what negative impact they are expecting from this. Ms. Wilson responded the concern is water coming off the impervious surface and going further south and further east off the land. Currently, any time it rains even half an inch, the area floods and water runs across both sides of Jenkins, and it can be anywhere from 6" to 2' in flooding in that area.

3. Kevin Potts, 3620 Barwick Drive – I basically oppose it. First, I want to say I'm for anything that will save the City money, energy efficiency, and all that. I'm all for that. But my sister, Allyson, has already spoken on some of the impact we're having. They say in the description that there's no adverse impact. Well, there has been adverse impact before any construction

has been built in this special use request area. Currently, we've got stormwater standing on our northwest 80-acre hay field. We can't get in there; we can't produce hay. So any time we get that rain, it comes across Dugout Creek, flows through between the water reclamation plant and the trash transfer station. All that drainage comes through, passes on the west side of the Police pistol training range, runs south, crosses under Jenkins, ties into Bishop Creek, which drains 10 square miles of east/central Norman. Everybody knows that area is a flashpoint right now in the City of Norman and what's going on at Stormwater. So I just oppose any construction where there hasn't been a stormwater mitigation plan that's going to be in place and that's implemented. Because those solar panels are going to create impervious surfaces. Any construction, road access, service roads. We've already got problems, and when they do any more construction it's just going to be more and more water coming in on us. I would like to see a stormwater mitigation plan implemented for that area. Because it is impacting us.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Mr. Boeck – On the first one it said 56% coverage – I'm surprised that wasn't calculated for this. I feel like we don't have the information that we need.

Mr. Madenwald – The reason is the panels themselves – rainfall that hits them will fall on the ground, but the ground below it is still going to be natural vegetation, so we're really not adding impervious surface to that.

Mr. Boeck – Well, you pave a road, so it runs off to the sides. In my mind, it's still impervious surface that's collecting water and can come off. There should have been a calculation and there should have been some kind of mitigation plan. They were here last month, or two months ago, on Eaglecliff and the issues there with the drainage off of that residential, and that's a lot more serious. I know that we didn't pass the stormwater plan three or four years ago, which still needs work. We needed to have some information about that.

2. Mr. Jan – I think, technically, we're talking about where the runoff should go. Can we not divert the runoff to perhaps another area where it's not affecting their farm and the problem which is currently happening there?

Mr. Boeck – The whole Bishop Creek is a mess.

Mr. McDaniel – Does this water drain into Bishop Creek.

Mr. Madenwald – It drains through the drainage channel that runs through here on the west side of the property.

Ms. Bird – That does connect to Bishop Creek.

3. Ms. Bird – I think we've already covered it and Dave is pretty good about putting these things altogether. I think we really have seen a massive problem with Bishop Creek that needs to be addressed. I don't know that this is the project that's going to make or break it, but I do think that there's a major issue that needs to be resolved. The Potts family and those neighborhoods back there are having massive problems. The pictures that the HOA showed us previously were very enlightening as to some of those water problems. Maybe even something to do with this former landfill – something that could be a little bit more effectively done with some of that land to help with the Bishop Creek problem. I'd really like to see the City make a plan to help these people in this area of town, because I'd also like to see some of those residential houses be able to be built responsibly without causing some of these water problems for neighboring property owners. I don't know that this particular project is going to really make a huge impact, but I do think City Council will need to know those impervious surface factors, and would like to see some drainage reports – even historic ones on there when this goes to City Council for final approval.

4. Mr. Danner – The only thing I'd like to point out is that there is floodplain on this property. This will have to go through the Floodplain Permit Committee and we will address the drainage in relation to the runoff. Typically we require compensatory storage, so they will have to account for that with any project that they do.

Nouman Jan moved to recommend adoption of Ordinance No. O-2122-2 to City Council. Sandy Bahan seconded the motion.

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

YEAS	Nouman Jan, Steven McDaniel, Erica Bird, Lark Zink, Dave Boeck, Sandy Bahan
NAYES	None
MEMBERS ABSENT	Erin Williford, Mark Daniels, Michael Jablonski

The motion, to recommend adoption of Ordinance No. O-2122-2 to City Council, passed by a vote of 6-0.

File Attachments for Item:

27. CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT OR AMENDMENT TO ORDINANCE O-2122-6 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 22 (ZONING ORDINANCE), SECTION 431.5, OFF-STREET PARKING REQUIREMENTS FOR RESIDENTIAL AND MULTI-FAMILY AND ALL OFFICE, COMMERCIAL AND INDUSTRIAL DISTRICTS, LESS C-3, INTENSIVE COMMERCIAL DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Jane Hudson, Director of Planning and Community Development

PRESENTER: Jane Hudson, Director of Planning and Community Development

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT OR AMENDMENT TO ORDINANCE O-2122-6 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 22 (ZONING ORDINANCE), SECTION 431.5, OFF-STREET PARKING REQUIREMENTS FOR RESIDENTIAL AND MULTI-FAMILY AND ALL OFFICE, COMMERCIAL AND INDUSTRIAL DISTRICTS, LESS C-3, INTENSIVE COMMERCIAL DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

Over the last several years Planning staff has presented to the Community Planning and Transportation Committee (CPTC) various options for parking regulations; both minimum and maximum requirement discussions have occurred. There are and have been many opinions of how to develop (pervious/impervious/bio-swales) parking lots and how many parking spaces should be required for specific uses within the City of Norman.

Included in these discussions, most recently, was the discussion of reviewing the Engineering Design Criteria (EDC) and establishing LID (Low Impact Development)/green building codes, regulations/guidelines for site development, including parking areas that can be more environmentally friendly while still providing adequate parking for the associated businesses. Attached as Exhibit A, is the summary of the continued work of staff regarding the “green building codes”. At the April 22, 2021 Community Planning and Transportation Committee meeting staff briefed Council on the current status of their work on this proposal. The EDC/LID discussion and presentation will be forwarded for review at a later date. The minutes from that meeting are attached as Exhibit B.

Staff presented information to Community Planning and Transportation Committee Members on April 22, 2021 and August 16, 2019, regarding parking regulations - for commercial businesses, more specifically, the discussion of larger retail/commercial establishments having excessively large parking lots – and typically utilized only a few times a year/seasonally, as well as other non-residential uses. More recently, July 20, 2021, staff presented possible parking ordinance changes to the City Council Study Session. (Minutes attached as Exhibit E.)

DISCUSSION:

As stated, the Zoning Ordinance establishes the minimum number of parking spaces required as determined by specific uses; this is the standard for many cities. Off-street parking standards are an attempt to minimize spillover parking on public streets, residential neighborhoods and ensure safe and efficient movement of traffic by requiring the supply of parking at the site of the development is adequate to meet demand. The parking requirements adopted in the Z.O. have not seen much change in the last five decades.

While parking minimums require a certain number of parking spaces for a specific use there can be other alternatives to the traditional minimum parking requirement. Some developments do not need the required minimum parking established/determined by the Z.O. so they are “over-parked”. In other cases, some uses need what is designated as a minimum in the Z.O. and even more in some cases.

The parking requirements adopted by cities over the years are one of, if not the most significant impacts on city form. In some cases, but not all, the adopted parking requirements can limit or restrict what an individual can do on the lot they are planning to develop. Money is tight, we all know and recognize this but so is the supply of land. We can all drive around Norman and other communities and see large, underutilized parking lots. So what can the City of Norman do to alleviate the requirements on businesses/developers to construct large parking facilities?

WHAT/WHO DETERMINES PARKING NEEDS FOR A USE?

Use. Different types of buildings require different parking levels. A restaurant with tightly packed tables needs more parking than a warehouse that is filled with boxes and very few employees. Offices tend to fall in the middle of industrial and dense retail uses.

Local regulations. Most building and zoning codes specify parking ratios. Before a developer can construct a building, they have to submit plans that describe the size of the building and of its parking lot. If the two do not align with local regulations, the property can't be built.

Market reality. Finally, the needs of the market also determine how much parking a building may need. If you are in an automobile driver heavy city -- like many suburbs – or an area with limited public transportation options tenants will demand ample parking, even if it's in excess of what the local code requires.

PARKING “RECOMMENDATION” V. REQUIRED.

An opportunity the City has is to amend the current Zoning Ordinance to convert the existing “required” parking ratio regulation to a “recommended” parking ratio on a lot. This option will not only offer flexibility to smaller developers but also benefit the city with storm water runoff concerns while also creating more green space/open space.

A recommended parking ratio allows the developer to customize the development to their specific needs for the use, while not negatively impacting the community with additional run-off – i.e., creating a large parking lot only to remain vacant the majority of the year.

Moving forward, after changing from “required to recommended”, another option still may be to actually change the parking ratios across the board for all uses currently listed in the Z.O. and

create maximum parking ratios, following suit with the EDC. However, at this point, with the EDC still in review, staff would like to give the EDC the opportunity to establish guidelines so that any Zoning Ordinance amendments will coordinate with the newly-adopted EDC/LID options.

It is possible establishing a “parking maximum” may be useful. Establishing parking maximums has been used most extensively in central business districts where there is an existing built environment. Establishing a maximum parking standard can be an effective tool for communities interested in maximizing green space, managing stormwater runoff, increasing densities and utilizing sustainable land development management tools while meeting transportation and parking demand throughout the community. Again, this possibility will be discussed/reviewed after the EDC is completed and adopted by City Council.

A variety of stakeholders may wish to be involved in the discussions leading to decisions about off-street parking requirements. Those include local developers, business owners and their employees and patrons, community residents as well as the general public, all of whom have an interest in many development aspects: providing adequate parking to keep their business successful, mobility within the city and in developing an attractive physical environment where automobile traffic is not overwhelming.

Parking literature argues that excessive parking supply discourages alternative modes of transportation, reduces density, increases the cost of development, creates an uninviting built environment, and degrades the natural environment. Sources that are commonly used to determine off-street parking requirements include the Institute of Transportation Engineers (ITE) and often zoning ordinances from other cities.

Parking is an important component to zoning and land use decisions. Parking availability affects trip generation, mode of transportation, urban form, as well as economic development. For decades, parking regulations in ordinances have made generous allowances for automobiles, as car ownership, driving and parking have become essential elements of the transportation system. A 2011 study conducted by the University of California estimated there is an average 3.4 parking spaces per vehicle and around 800 million parking spaces existing in the United States, covering approximately 25,000 square miles of land.

In addition, modes of transportation are changing and are expected to continue to change in years to come; evidence of these changing trends has never been more apparent than with the recent 2020/COVID year. The nation saw an increase in changes of modes of transportation; ride share, Uber, Lyft, scooters, buses, and bicycles; as well as shopping trends. With the recent shift to on-line shopping, with delivery or quick-stop pickup of orders, not all businesses need the amount of parking we have seen historically. Many communities will be in a stage of transition until transportation behaviors level off at some point in the future. After transportation behaviors become more consistent the parking ratios can be further studied and the minimum parking ratios in the Z.O. may be revised. The proposed amendment to go from “minimum required” to “recommended” is intended to provide an opportunity for discussion to determine what Council wants to see amended as an interim solution, providing more flexibility during this period of transition.

Ultimately, business owners know their needs; if a business does not have adequate parking they may lose business and the community may lose a business. In addition, we never want spillover parking to negatively impact the adjacent residential neighborhoods; therefore, further assessment may be a point of discussion.

Allowing a recommended parking count will undoubtedly reduce a great number of parking spaces. While setting the maximum parking count allowed with the existing requirement will allow businesses to develop to their needs while not allowing them to go over the City's already established parking requirements. Determining new maximum ratios across the board would prove a hefty endeavor at this time, and city staff recommends that implementation of such a change is best undertaken upon completion of the amended EDCs, receipt of stakeholder input, and professional study of industry mechanisms for these newer theories of parking controls and guidelines.

PROPOSED CHANGES: The single and two-family dwellings, fraternity or sorority houses, mobile home parks/subdivisions will see no change in the proposed amendments – they will still be required to provide the minimum parking as adopted in the Z.O.

The apartments and apartment hotels, boarding or rooming houses and hotels or motels are proposed to change as follows, with the below ratios proposed as recommended:

Apartments and apartment hotels:	1.8/du – 1.2/du
Boarding or rooming houses:	1.8/boarding or rooming unit – 1/boarding or rooming unit
Hotels or motels:	1.2/room – 1/room (in addition to spaces “recommended” for restaurant facilities)

The attached Exhibit D is the proposed amendments to the parking regulations, going from “required minimums” to “recommended” parking ratios for the overall majority of the uses – except as noted above. Attached as Exhibit C is copy of the current required parking requirements.

RECOMMENDATION:

Several cities across the nation have already removed minimum parking requirements and many more are looking at the possibility of removing minimum requirements. Locally, the City of Edmond and City of Guthrie are reviewing possible changes to their parking requirements.

Staff presents this proposal and Ordinance NO. O-2122-6 to City Council for discussion and consideration.

At their meeting of September 9, 2021, Planning Commission unanimously recommended adoption of Ordinance O-2122-6, by a vote of 6-0.

Exhibits:

Exhibit A – Green Building Code Update

Exhibit B - CPTC Meeting Minutes, April 22, 2021

Exhibit C – Existing Zoning Code Ordinance - Parking

Exhibit D – Annotated Zoning Code Ordinance - Parking

Exhibit E – Council Study Session, July 20, 2021

ORDINANCE NO. O-2122-6

ITEM NO. 19

STAFF MEMO

ITEM: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 22 (ZONING ORDINANCE), SECTION 431.5, OFF-STREET PARKING REQUIREMENTS FOR RESIDENTIAL AND MULTI-FAMILY AND ALL OFFICE, COMMERCIAL AND INDUSTRIAL DISTRICTS, LESS C-3, INTENSIVE COMMERCIAL DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND: Over the last several years Planning staff has presented to the Community Planning and Transportation Committee (CPTC) various options for parking regulations; both minimum and maximum requirement discussions have occurred. There are and have been many opinions of how to develop (pervious/impervious/bio-swales) parking lots and how many parking spaces should be required for specific uses within the City of Norman.

Included in these discussions, most recently, was the discussion of reviewing the Engineering Design Criteria (EDC) and establishing LID (Low Impact Development)/green building codes, regulations/guidelines for developing parking areas that can be more environmentally friendly while still providing adequate parking for the associated businesses. Attached as Exhibit A, is the summary of the continued work of staff regarding the "green building codes". At the April 22, 2021 Community Planning and Transportation Committee meeting staff briefed Council on the current status of their work on this proposal. The EDC/LID discussion and presentation will be forwarded for review at a later date. The minutes from that meeting are attached as Exhibit B.

Staff presented information to Community Planning and Transportation Committee Members on April 22, 2021 and August 16, 2019, regarding parking regulations - for commercial businesses, more specifically, the discussion of larger retail/commercial establishments having excessively large parking lots - and typically utilized only a few times a year/seasonally, as well as other non-residential uses. More recently, July 20, 2021, staff presented possible parking ordinance changes to the City Council Study Session. (Minutes attached as Exhibit E.)

DISCUSSION: As stated, the Zoning Ordinance establishes the minimum number of parking spaces required as determined by specific uses; this is the standard for many cities. Off-street parking standards are an attempt to minimize spillover parking on public streets, residential neighborhoods and ensure safe and efficient movement of traffic by requiring the supply of parking at the site of the development is adequate to meet demand. The parking requirements adopted in the Z.O. have not seen much change in the last five decades.

While parking minimums require a certain number of parking spaces for a specific use there can be other alternatives to the traditional minimum parking requirement. Some developments do not need the required minimum parking established/determined by the Z.O. so they are "over-parked". In other cases, some uses need what is designated as a minimum in the Z.O. and even more in some cases.

The parking requirements adopted by cities over the years are one of, if not the most significant impacts on city form. In some cases, but not all, the adopted parking requirements can limit or restrict what an individual can do on the lot they are planning to develop. Money is tight, we all know and recognize this but so is the supply of land. We can all drive around Norman and other communities and see large, underutilized parking lots. So what can the City of Norman do to alleviate the requirements on businesses/developers to construct large parking facilities?

WHAT/WHO DETERMINES PARKING NEEDS FOR A USE?

Use. Different types of buildings require different parking levels. A restaurant with tightly packed tables needs more parking than a warehouse that is filled with boxes and very few employees. Offices tend to fall in the middle of industrial and dense retail uses.

Local regulations. Most building and zoning codes specify parking ratios. Before a developer can construct a building, they have to submit plans that describe the size of the building and of its parking lot. If the two do not align with local regulations, the property can't be built.

Market reality. Finally, the needs of the market also determine how much parking a building may need. If you are in an automobile driver heavy city -- like many suburbs -- or an area with limited public transportation options tenants will demand ample parking, even if it's in excess of what the local code requires.

PARKING "RECOMMENDATION" V. REQUIRED.

An opportunity the City has is to amend the current Zoning Ordinance to convert the existing "required" parking ratio regulation to a "recommended" parking ratio on a lot. This option will not only offer flexibility to smaller developers but also benefit the city with storm water runoff concerns while also creating more green space/open space.

A recommended parking ratio allows the developer to customize the development to their specific needs for the use, while not negatively impacting the community with additional runoff -- i.e., creating a large parking lot only to remain vacant the majority of the year.

Moving forward, after changing from "required to recommended", another option still may be to actually change the parking ratios across the board for all uses currently listed in the Z.O. and create maximum parking ratios, following suit with the EDC. However, at this point, with the EDC still in review, staff would like to give the EDC the opportunity to establish guidelines so that any Zoning Ordinance amendments will coordinate with the newly-adopted EDC/LID options.

It is possible establishing a "parking maximum" may be useful. Establishing parking maximums has been used most extensively in central business districts where there is an existing built environment. Establishing a maximum parking standard can be an effective tool for communities interested in maximizing green space, managing stormwater runoff, increasing densities and utilizing sustainable land development management tools while meeting transportation and parking demand throughout the community. Again, this possibility will be discussed/reviewed after the EDC is completed and adopted by City Council.

A variety of stakeholders may wish to be involved in the discussions leading to decisions on off-street parking requirements. Those include local developers, business owners and their employees and patrons, community residents as well as the general public, all of whom have an interest in many development aspects: providing adequate parking to keep their business successful, mobility within the city and in developing an attractive physical environment where automobile traffic is not overwhelming.

Parking literature argues that excessive parking supply discourages alternative modes of transportation, reduces density, increases the cost of development, creates an uninviting built environment, and degrades the natural environment. Sources that are commonly used to determine off-street parking requirements include the Institute of Transportation Engineers (ITE) and often zoning ordinances from other cities.

Parking is an important component to zoning and land use decisions. Parking availability affects trip generation, mode of transportation, urban form, as well as economic development. For decades, parking regulations in ordinances have made generous allowances for automobiles, as car ownership, driving and parking have become essential elements of the transportation system. A 2011 study conducted by the University of California estimated there is an average 3.4 parking spaces per vehicle and around 800 million parking spaces existing in the United States, covering approximately 25,000 square miles of land.

In addition, modes of transportation are changing and are expected to continue to change in years to come; evidence of these changing trends has never been more apparent than with the recent 2020/COVID year. The nation saw an increase in changes of modes of transportation; ride share, Uber, Lyft, scooters, buses, and bicycles; as well as shopping trends. With the recent shift to on-line shopping, with delivery or quick-stop pickup of orders, not all businesses need the amount of parking we have seen historically. Many communities will be in a stage of transition until transportation behaviors level off at some point in the future. After transportation behaviors become more consistent the parking ratios can be further studied and the minimum parking ratios in the Z.O. may be revised. The proposed amendment to go from "minimum required" to "recommended" is intended to provide an opportunity for discussion to determine what Council wants to see amended as an interim solution, providing more flexibility during this period of transition.

Ultimately, business owners know their needs; if a business does not have adequate parking they may lose business and the community may lose a business. In addition, we never want spillover parking to negatively impact the adjacent residential neighborhoods; therefore, further assessment may be a point of discussion.

Allowing a recommended parking count will undoubtedly reduce a great number of parking spaces. While setting the maximum parking count allowed with the existing requirement will allow businesses to develop to their needs while not allowing them to go over the City's already established parking requirements. Determining new maximum ratios across the board would prove a hefty endeavor at this time, and city staff recommends that implementation of such a change is best undertaken upon completion of the amended EDCs, receipt of stakeholder input, and professional study of industry mechanisms for these newer theories of parking controls and guidelines.

PROPOSED CHANGES: The single and two-family dwellings, fraternity or sorority houses, mobile home parks/subdivisions will see no change in the proposed amendments – they will still be required to provide the minimum parking as adopted in the Z.O.

The apartments and apartment hotels, boarding or rooming houses and hotels or motels are proposed to change as follows, with the below ratios proposed as recommended:

Apartments and apartment hotels;	1.8/du – 1.2/du
Boarding or rooming houses:	1.8/boarding or rooming unit – 1/boarding or rooming unit
Hotels or motels:	1.2/room – 1/room (in addition to spaces “recommended” for restaurant facilities)

The attached Exhibit D is the proposed amendments to the parking regulations, going from “required minimums” to “recommended” parking ratios for the overall majority of the uses – except as noted above. Attached as Exhibit C is copy of the current required parking requirements.

CONCLUSION: Several cities across the nation have already removed minimum parking requirements and many more are looking at the possibility of removing minimum requirements. Locally, the City of Edmond and City of Guthrie are reviewing possible changes to their parking requirements.

Staff presents this proposal and Ordinance NO. O-2122-6 to Planning Commission for discussion and consideration.

Exhibits:

Exhibit A – Green Building Code Update

Exhibit B - CPTC Meeting Minutes, April 22, 2021

Exhibit C – Existing Zoning Code Ordinance - Parking

Exhibit D – Annotated Zoning Code Ordinance - Parking

Exhibit E – Council Study Session, July 20, 2021

Exhibit A – Staff Update (2 Pages)

GREEN BUILDING CODES – UPDATE.

The City Council identified incentivizing optional “green building codes” as a secondary destination short-term goal (1-2 years) during the August 2017 Council Retreat. Since that time, the Council Community Planning and Transportation Committee (CPTC) has engaged in discussions regarding incentive programs for incentivizing green building practices and green infrastructure/low impact development (GI/LID) in the City of Norman. During this time, staff, private developers and experts in the field have also presented the CPTC with information and discussed potential options and ideas related to incentives for GI/LID and reduction to City parking requirements.

At the May 23, 2019 CPTC meeting, staff proposed to the CPTC that we explore a more comprehensive approach to parking and landscape requirements together with another Council request to pursue GI/LID incentives. Following discussion at CPTC staff was directed to obtain a third party for assistance to explore how to implement these changes into our development requirements. This memo and presentation is a follow-up to the previous CPTC meetings.

On May 28, 2019 and July 12, 2019, staff met with Dr. Jason Vogel, OU College of Civil Engineering and Environmental Science Associate Professor and the Director of the Oklahoma Water Survey. Dr. Vogel recently worked with the City of Tulsa to develop a guide to implement GI/LID incentives and requirements into their development regulations.

The Engineering Design Criteria (EDC) and Standard Specifications and Construction Drawings (Specifications) were adopted by the City Council in 1996 and were last updated in 2006. The City’s EDC and Specifications provide key technical guidance for the design and construction of public infrastructure including roads, bridges, stormwater systems, water lines, sewer lines, traffic signals, street lights, and others. The current need is to update these documents to incorporate new technologies and ordinances to provide better guidance to developers, consultants and contractors. City Council has appropriated funding in the Fiscal Year Ending (FYE) 2020 and 2021 Capital Improvement Program for an update of the EDC and Specifications. Staff has identified the opportunity to combine the GI/LID Incentives Program and EDC and Specifications Update into one project to save effort and duplication.

On February 25, 2020, City Council approved Contract No. K-1920-114 by and between the City of Norman and Freese and Nichols, Inc. in the amount of \$125,000.00 for Phase I of the EDC and Standard Specifications and Construction Drawings Update and City Ordinance Review project. The purpose of the project is to conduct a comprehensive review of the City’s ordinances, standards, and guidance documents, such as the Engineering Design Criteria, Center City Form Based Code, Wichita/Sedgwick County LID Manual, Norman 2025 Plan, parking requirements, landscaping/irrigation requirements, and others, identify potential barriers to implementation of GI/LID; and recommend potential changes to incentivize GI/LID; including but not limited to variances to parking and landscaping requirements. This will be incorporated in the review and update of the EDC and Specifications as outlined below to complete one document.

Phase I consisted of a diagnostic analysis and report of the City’s existing EDC, Specifications, Standards, applicable City ordinances, and policy documents. This phase resulted in the definition of problems and issues arising from the City’s current documents as defined by staff. The issues were compared against the backdrop of comments and interviews of a technical Advisory

Exhibit A – Staff Update (2 Pages)

Committee, select City staff and stakeholders. Phase I also included a community benchmarking report to assist in establishing best management practices by reviewing these practices in comparable and aspirational communities to the City's current practices. The diagnostic report focused on updates to the current documents and procedures and identified barriers to adopting requirements for Green Stormwater Infrastructure Criteria.

On March 9, 2021, City Council approved Amendment No. 1 to Contract No. K-1920-114 by and between the City of Norman and Freese and Nichols, Inc., for Phase II of this project. Phase II began in March 2021 and includes preparation of the updated EDC and Standard Specifications, including a Green Stormwater Infrastructure (GSI) Criteria section. Updated construction drawings will be provided to reflect new and updated design criteria. Recommendations for proposed ordinance language based on the Diagnostic Report produced in Phase I will also accompany the updated criteria documents. Input from City staff and stakeholders will support the development of user-friendly documents; therefore, stakeholder involvement will continue throughout this phase. This phase will include workshops and hearings necessary to refine the final draft documents, verify that the final products are reflective of the community's needs and desires, and adoption of the EDC, Specifications, Standards and GSI Criteria documents.

Phase III of this project will be the implementation phase and may include development of additional documentation such as checklists, design guides and smaller publications/pamphlets. These materials will assist staff and stakeholders in the transition to the new EDC, Specifications, Standards and GSI Criteria documents and streamline the review and development process.

The scope of services for Phases III is dependent on the results of Phase II efforts, and separate City Council authorization will be required prior to initiation of Phase III services.

While the above process is still on-going and a proposed draft will be presented to Community Planning and Transportation Committee at some point in the future, staff is coming back to you now to discuss possible amendments to the current parking regulations in the Zoning Ordinance (Z.O.), Chapter 22. Currently, the Z.O. requires a minimum number of parking spaces, determined by use. Aside from a development meeting the detention/drainage requirements, there is no regulation on a maximum coverage per lot for non-residential developments. This can allow larger developments, more impervious area and more parking spaces on a lot. (See Exhibit C City of Norman Parking Requirements). A key element to incentivizing GSI is the ability to offer modifications to current parking and landscaping requirements.

Exhibit B - CPTC Meeting Minutes, April 22, 2021 (14 Pages)

CITY COUNCIL
COMMUNITY PLANNING AND TRANSPORTION
COMMITTEE MINUTES

April 22, 2021

The City Council Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 4:00 p.m. in a virtual meeting hosted in the Council Chambers on the 22nd day of April, 2021, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Hall, Peacock, Nash, and
Chairman Holman

ABSENT:

OTHERS PRESENT: Mr. Taylor Johnson, Public Transit Coordinator
Mr. Shawn O'Leary, Director of Public Works
Ms. Brenda Hall, City Clerk
Ms. Jane Hudson, Director of Planning and
Community Development
Ms. Carrie Evenson, Stormwater Program
Manager
Ms. Lora Hoggatt, Planning Services Manager
Ms. Breea Clark, Mayor
Ms. Beth Muckala, Assistant City Attorney
Ms. Kathryn Walker, City Attorney
Ms. Brenda Wolf, Permit Services Supervisor

Item 1, being:

PUBLIC TRANSIT RIDERSHIP REPORT FOR THE MONTH OF MARCH 2021.

(Minutes on file for this item, removed to save paper.)

Item 2, being:

DISCUSSION REGARDING OFF-STREET PARKING REQUIREMENTS AND POTENTIALLY COMPLIMENTARY CITY EFFORTS, INCLUDING ENGINEERING DESIGN CRITERIA UPDATES.

Jane Hudson – Afternoon everyone. It's good to be back in a meeting. It's like you don't see anybody very much. But welcome.

If you had the opportunity to read the memo, in the very beginning of the memo we have an outline there regarding what efforts Dr. Evenson and her crew are working on for the green incentives. If you have any questions about that first part of the memo, we're happy to talk about it. Carrie, if you want to give them a brief summary, that's great, as well. I know really we want to be talking about parking, but I didn't want that to go unnoticed because they are continuing to work on that.

Chairman Holman – I would definitely agree that parking has a major impact on stormwater. They're absolutely related.

Carrie Evenson – I'll just give you a little bit of information on where we're at with the EDC update. I, along with numerous other City staff – because it's really a Citywide project working on the EDC update, because it's been a while since we had done that, and it needs to be done. One of the things that we're doing as part of that is we're reviewing our requirements, we're reviewing our ordinance language as well to make sure we don't have any barriers to green infrastructure or low-impact development in the City. We're also looking at ways – at Council direction – that we can incentivize the use of green infrastructure and the installation of green infrastructure across the City. Through this process, one of the things that our contractor, Freese and Nichols, has been tasked with is to look at ways that we can either modify our ordinances or put in some other requirements or avenues for folks to add green infrastructure or we can incentivize it. Some of that is through potentially offering or allowing reduced parking or landscaping requirements, things like that. So that's part of the process that we're working through right now. Council approved the contract amendment with Freese and Nichols recently to begin Phase 2, where we start to actually make the language changes to the EDC, and we are including external stakeholders, members of the community, in that process right now. That's where we are going to be looking at the parking requirements and looking at is there a way that we can use those requirements to incentivize green infrastructure. So that's kind of where this ties into this discussion that you're also having with Jane about are our current parking requirements.

Chairman Holman – Thank you, Dr. Evenson. Appreciate that. Councilmember Hall.

Councilmember Hall – Thank you, Dr. Evenson. I'm curious about the stakeholder piece that you just mentioned. Can you expand a little bit more on where we are on that? How are we identifying the stakeholders? Roughly who they are, because this seems like – first of all, I just want to say I want to thank all of you for the staff report because it was really helpful to me to get a summary of all of the different parts of this that have been ongoing for the last couple years. I think with having to cancel so many meetings this year, that I have sort of lost track of all the meeting pieces here. So this is really an excellent summary of all of the different things that we're taking under consideration. So I just did want to mention how appreciative I am of getting that focus back to where we are right now.

Carrie Evenson – Absolutely. With the external stakeholder group, basically we have talked to City staff to try to identify those builders, developers, engineers, contractors that frequently interact with the City and our engineering design criteria, and we have a list of folks that we've identified, both in Phase 1 and in response to some comments that

we got during the diagnostic report discussion, to try to make that as complete as we can. I was just going through that today to send to Freese and Nichols so that we can start to contact those folks and begin those stakeholder meetings. We're going to divide up into smaller committees, so there will be some discussion on stormwater in a smaller group, there'll be discussion of traffic control in a smaller group, streets, development issues. So depending on how the external stakeholders want to divide themselves, we'll divide up into those groups and have particular discussions on what we see as the changes that are necessary to bring us up to date with technology and materials and things like that. Some other issues that we and they have run into throughout the development process. Some things that need to be tweaked. Then we'll have those discussions and then hopefully have a finished product to you in about a year or so with those changes, and get that moving forward.

Councilmember Hall – Will those be virtual meetings? In-person meetings? Yet to be determined? And how many people are we talking about?

Carrie Evenson – It's still to be determined, as far as how we're going to do those meetings. It may end up being kind of a hybrid, which a lot of our meetings are going to now, where there are some people in the room and there are other people who are not yet comfortable being in the room that we can bring in virtually. Or if they're out of state, or out of town, or whatever at the time, they can always Zoom in and join us that way. So we're still working that out. I didn't put a count to the list right now, but I would guess between 25 and 30 people have been identified. Now, we'll split up into smaller groups to make that a little bit more manageable. But we have quite a few people on there. There are private citizens as well, particularly on the stormwater side that have knowledge of stormwater and want to be involved on that and have reached out and asked.

Councilmember Hall – Excellent. I like the fact that we have a large group and that we will have the ability to really focus in on certain categories. That sounds good. Thank you.

Chairman Holman – Thank you, Councilmember Hall.

Jane Hudson – Moving forward into the discussion, parking has always been a hot topic and how much someone needs or how much they don't need. I put the memo together – Dr. Evenson, thank you so much for all the information you gave me on your update. I really wanted this to be an opportunity for us to just really have a lot of dialogue and figure out which direction you really want to go with this. I visited with Legal on this as well, so we can look at the possibility of taking the required parking that's in the ordinance right now and we can establish that as a recommended maximum. One thing that does concern me about that – and I don't really think we would run into this, because it would negatively impact someone's business if they tried to short themselves on parking. Parking space is about \$6,000, I think, per parking space. It does get expensive when you're developing an entire parking lot. So someone would look to save money and cut back on their parking. Again, if they do that, that's going to negatively impact their business, and I don't think somebody is really going to want to do that. I wanted to have this discussion and see what you thought. Do you like the idea of making that a

recommended maximum, and then if someone does need additional parking, they can submit a request to staff. One of the ideas I had was that if someone can demonstrate, through a request, through a memo that they would submit to City staff, and we could take that to our Development Review Team, which is the same DRT that reviews the preliminary plats, certificates of survey, and stuff like that that come forward for development. Everybody that's on that committee is already very familiar with how a parking lot – the runoff would need to be accommodated for if someone was wanting to go over what we've established in the Zoning Code as their recommended maximum. I guess I want to open it up and see what questions you have, and thoughts you have from the memo, and see which direction you want to go.

Chairman Holman – Thank you, Jane. For me, and we talked about this issue before – it's come up in various Council discussions over the years, and Councilmember Peacock had this as one of the top issues of his agenda to address. So, from my standpoint, I want us to be in a position where nobody in Norman ever says, "Well, I only have that much parking because the City made me do it." I want that to not be a factor, basically. The goal I have is that the City has made somebody put an excessive amount of parking for the type of business they have. I know businesses can change based on buildings – all that stuff. But I'm looking for something that we're not requiring a lot of parking, but people can apply to have more, but make the case for why they need more if we have a minimum or a maximum why they would need more. I would like to see a way that parking – I would rather save a tree than meet a parking standard. So they're going to get rid of the tree because they have to fit this many parking spaces on there. Inevitably it can be a headache in some places where there's not very much parking, but in the places in Norman where parking is limited, those are the most attractive and active and we're able to charge money for the parking spots because they're so valuable. That's kind of been my thought over the years about where I want to get with parking in Norman, was that the City is not the ones responsible if there's a giant parking lot. And if there is a really giant parking lot, then there was good reason or a stated reason for that and that we have best practices to reduce the impact of all that impervious surface and things like that. So those are kind of my thoughts on it. I think Councilmember Peacock has a few of his own. Go ahead.

Councilmember Peacock – This is a subject that I have a lot of strong opinions on. So I've been looking forward to this conversation for a long time. We're talking about maximums right now, but to me the important switch is to get rid of the minimum requirements. We as a City I don't think should be – we shouldn't be in the business of telling the market how to function. We shouldn't be telling developers that you need to buy X amount of land for your building, X amount of land for the parking, and then X amount of land for the stormwater solution to offset the parking that we require. I think right now we're seeing a product of that in that we're only getting large corporations, large parcel projects because those are the only entities that can really build according to our ordinance. So this subject touches on so many things for me. There's stormwater we've talked about. Also sales tax collection, walkability, urbanism, density. It really checks a lot of boxes. So I think every day that we wait to amend this or to make a change we're only doing ourselves a disservice. Like I said, I know we're talking about maximums, but to me the crux of the issue is the minimums. So if we could just change the required minimums to be recommended minimums, I think that's a great first step, and then that

gives us the time to kind of tease out some of the variables for the maximums. I've got a lot more thoughts. I've got a lot of graphics that I can show. I'm happy to share my screen and kind of go through some of this stuff, but I don't want to dominate the conversation, so I'm happy to open it up to somebody else, or answer questions, or whatever.

Councilmember Holman – Any other Committee members have comments or questions about this? Yes, Councilmember Hall.

Councilmember Hall – Yes, Councilmember Peacock, let's see those graphics of how much parking lot and concrete we have in Norman, Oklahoma, because I know you've already shared those with me, so let's just start there.

Councilmember Peacock – This is University North Park. You can see up here this is going to be Target. This is going to be Crest. You can see our parking to built footprint is literally 3:1. So not only is there a massive stormwater implication there, but sales tax collections. You know you're spending all of that real estate what we've given up for something that has no return on investment. Jane threw out a \$6,000 per spot figure, and just look at the amount of money that we put into infrastructure that really, like I said, has no return. And not only that, you look at the distance created between the buildings now. So we're talking about public infrastructure – roads, water, sewer – just the amount of distance we have to go now to start connecting our places. That's the crux of the issue for me, is the City is the one who is responsible for maintaining all that stuff. It's not the private businesses. It's not any of these land owners – it's the City. So when we're looking 20 to 30 years down the road on replacement costs, every mile of water line, sewer line, roadway that we have created, we have to maintain. That's something that's affecting our bottom line of the general fund. I think there's real financial arguments to be made there.

Another quick little graphic that shows basically what our current ordinance requires and what size building you're actually able to put in per the parking ordinance. You can see office, retail, restaurant, bar. The thing that really stands out to me is that we're – I hate to say we're advocating, but we're really setting it up to where we're promoting drunk driving with this ordinance, by saying we're requiring 64 spaces around a 3,200 sq. ft. bar. That right there is the most egregious one. But you can go and start to look at how any developer is going to get a 10,000 sq. ft. office in, you've got to have a 30,000 sq. ft. lot, and that doesn't even account for the stormwater solution. So really we're talking about you're probably only going to be able to fit a 5,000 sq. ft. office on a 30,000 sq. ft. lot. To me, it's pretty straightforward what the issue is and what the negative fallout is. Again, I want this to be a discussion. So I'm interested to hear everybody else's thoughts.

Chairman Holman – Thank you, Councilmember Peacock. I can't see everybody else. That's pretty helpful right there. I'm definitely surprised about the bar. Something I've noticed recently actually over in Ward 8 on Tecumseh Road by the Healthplex – I was visiting that new Wendy's over there, and I pulled into the Dental Depot next door to eat the meal I just got and I don't know if the Dental Depot is closed or not but there aren't any cars in the parking lot, but the entire building is surrounded by parking. I was kind of surprised. It's like just all parking. I couldn't imagine that Dental Depot needed that much

parking. I know the one on Main Street doesn't have that much. I know that was an older existing parcel and they rebuilt on it. It's not as big as the new greenfield development. But I don't want to require more parking just because it's a greenfield that's got endless space to build compared to building in Central Norman. I agree about the bar issue, too, requiring a lot of parking at a bar does seem counter-intuitive. The Deli, for example, being on Campus Corner, there, of course, is parking on Campus Corner, but a lot of people that come to the Deli – there's 2 parking spots in the front on Wyatt Street that are parallel and that's it. So you've got to walk either from your house in one of the neighborhoods around, or you're getting a taxi, an Uber, or friends all came down there. That's what I see a lot down there when I've been working is a lot of people walking in because you just – 1) I can't tell you how many people I've seen that just cannot do the parallel parking right there. I've seen so many people over the years making the attempt. They stop, they sort of back up, and then quickly realize I don't think I can do it and go on. I would not want to be incentivizing or requiring that a small building be completely surrounding by a parking lot, unless that applicant made some sort of case for why they needed that much. I definitely agree with Councilmember Peacock. We want to see maybe some follow-up meeting – maybe come back next month with some possible changes that maybe we've seen some other cities do – maybe it's like we often do, look at some of the Big 12 cities – the other college towns like Norman – Boulder and Lawrence and others – that maybe they developed some policy on this that we can look at and get some suggestions, or at least something to look at, and then continue the discussion. I see Councilmember Hall's hand up.

Councilmember Hall – I was really looking forward to this agenda item. There's been a lot of discussion as we've been reminded from the staff report. I can remember the conversations that we had a few years ago about just the LID – all the things that Dr. Evenson just outlined with the changing times that we're in and having all this excess parking that we all recognize and can see and drive by all the time. Yes, I'm in support, the same as Councilmembers Peacock and Holman on addressing these issues, which we're certainly in the middle of and we're addressing with investing our money with working with a consultant on the engineering design standards. Definitely interested in pursuing all that.

The other interesting aspect of all of this to me is just the shifting attitudes of what people are looking for and what they want. We have talked in many meetings over the last few years about placemaking and being a walkable city and walk scores and multi-modal transportation and all those things. And you touched on it a little in your report, Ms. Hudson, but looking forward over the next 10 years, the way we use cars and the need for the kind of parking we had in the past I believe is really going to change dramatically. You raised a really good point, Councilmember Holman, about even college students and how comfortable they are with ride shares and not having a car and calling to get rides home when they've been out late or they've been at the bar. So I think we have – the way people move themselves around is definitely changing and we're definitely in transition. So fully in support of continuing this conversation.

The other thing I wanted to throw out there, because Ms. Hudson and I actually had this conversation yesterday, is when we're considering – however we move ahead to reduce the number of parking places, which I think we're all interested in and in support of, we also have a very interesting conundrum with our Center City Form-Based Code in Core Norman. We have struggled mightily to hit the sweet spot on the number of parking

spaces required for the kind of single housing type that we're getting – we're just kind of in conflict, because we want less parking, yet we're requiring developers to basically just cover their lots with impervious surfaces to make room for cars and having the need for a walkable urban core, but also parking your car or truck once and getting out of your car. So I also want to be mindful of whatever kind of changes how that's going to impact this peculiar boundary that we have in Core Norman and what those parking minimums and maximums are going to look like, which also get into the discussion of off-street parking and the need for parking structures in Core Norman, which we've recognized for years.

And, finally, we have Cleveland County, gratefully, that will probably be coming forward with a parking structure fairly soon, but I think we recognize the need for that. I know there's been some discussion about having a parking authority that can maybe create the parking structures that we need in the urban core that would also reduce the impervious surface and the number of parking places that we have just at the ground level. So these are all the kinds of things that I'm thinking about as well, and definitely the ultimate goal would be to reduce the number of parking places. I know we're in the middle of a pretty big giant study, and I know we had updates time to time, but I'm thinking maybe it will be useful to also have an update from our consultants concerning where we are in Phase 1 and Phase 2 and maybe some of the things that they are discovering that they could share with us right now that might help us define how we move forward.

Chairman Holman – Thank you, Councilmember Hall. I absolutely agree as well, and especially about Center City. One of the major topics of Center City in the beginning was trying to reduce the number of parking lots between Campus Corner and Main Street, and trying to encourage the people that owned those parking lots to, over time, build on them – build apartments, build homes, build retail commercial storefronts – almost anything but parking lots. First Baptist was the biggest one that people talked about during the charrette process because it is the kind of biggest parking lot in between Campus Corner and Main Street. What would it take for one day for them to build onto that parking lot and help better connect the areas? Like Councilmember Peacock pointed out in his slide, parking creates massive distance between buildings. Buildings are where people are at. And what we talked about in Center City years ago was how – the consultants we brought had talked about how walking from Campus Corner to Main Street was not particularly enticing to a lot of people, even though it was only 6 blocks. It's only a 5 to 10 minute walk, but it's not particularly well-lit in between and there are several empty parking lots. At night they're completely empty; they're not used at all. The church ones and a couple other ones that have just been around. So what the consultants talked about was that we – somebody is not going to walk from Campus Corner to Main Street down Asp when there's 3 or 4 very large empty dark parking lots in between, and there's no activity, there's no storefronts, there's no stoops from apartments or houses. So getting those parking lots reduced and filled with useable space – buildings and activity – is definitely a goal of Center City, but also is really relevant in suburban parts of the City which, as Councilmember Peacock's slide shows, is one of the major problems with suburban development over the last 50-60 years is the spreading out of everything. You'll build a whole building just for one thing and then have a whole bunch of parking around it, and then there'll be another building just for one thing – instead of having a whole long, like we have on Main Street from block to block, buildings

go from one block to the other and there's a whole bunch of different storefronts. It's all connected. But places like UNP, people don't generally walk from Target over to any other store. People, if they go to Target, if they have anywhere else to go in the UNP, they're going to get back in their car and they're going to drive, because the distance is so far, and the perception of distance is very far in areas like that because the buildings are so set back from the street because of the massive parking lots that separate the street from the buildings and then in between the buildings and then you're out there on a human scale, everything looks like it's very far away – farther than you would feel comfortable walking on a not perfect weather day. I think urban and suburban parking issues are similar in a lot of ways and have their own issues in a lot of ways, too. So I definitely would like for us to continue this discussion next month and, if possible – staff, let us know what you might need when it comes to finding some other examples on policy. I would encourage other committee members – I'm sure Councilmembers Peacock and Hall might have some suggestions, too, for policy for staff that they could put together and present to us next time, or whenever staff might be ready.

Ms. Hudson – So can I ask a question, real quick? So in doing the research that I've done, just a little bit so far, just as an example, our office parking is actually less than what I was seeing as a national average when I was reading one of the articles. I just want to clarify, is one of the ideas that you have is possibly cutting the parking requirement that's in the zoning ordinance right now? Are you looking at cutting it in half? Because with what we're saying when we said the recommended maximum – they don't have to put that many in. I mean, that's just the maximum that we would let them go to with this change. But you're wanting to see it actually cut in half?

Chairman Holman – Well, I don't know about necessarily in half. I would call on the other Councilmembers about it. But I don't know about necessarily half, and necessarily what that number would be. But I definitely want to make sure that we're not encouraging them to build more, and that our recommended max – is that too high? And if we say, well, you can build up to this much, and people just say okay I'll build up to that much, and maybe it's not necessary to build up to whatever that is. Councilmember Peacock?

Councilmember Peacock – I think my vision is a little different. I want to make the minimums the recommendation. So there is no required minimum. On the max, I want that to be a hard cap, and every space you build over that hard cap you pay a luxury fee, and that luxury fee goes into stormwater or some other community fund. There's obviously offsetting mechanisms to that, if you install X amount of bike spaces or X amount of electric vehicle charging stations, or whatever. There's ways to offset the maximum cap, but that hard maximum is to keep from what we just saw in University North Park, from Target from building 1,000 spaces, because I guarantee you they have a corporate policy that says they know how many spaces they need to make that development work and they build however much we let them build, which is kind of an infinite amount right now.

Kind of further to that point, stores, churches – they're usually designed for kind of that worst case scenario, whether that's Black Friday in terms of retail or that's Christmas day in terms of church – they build their lot to accommodate that one day a year and the rest of the year it's at 50%, 75%. Yes, minimums recommended, but I'd like to throttle those minimums as well to bring them down quite a bit, because I think they're still

overbuilt. I think in the staff report it said something like there's 3.5 parking spaces for every car in America, so to me that means we're 3.5 times overbuilt in our parking infrastructure.

There's a couple other things. Sorry, I'm going to get on my soapbox for a second. There's this myth out there if you don't have enough parking people won't come to your establishment, and I think that's the furthest thing from the truth. I think if your draw is enough of a draw, people will find a way to park and walk there. I think OU football is a perfect example of this. We don't have massive parking lots around the stadium; people still find a way to get 100,000 people in there. I think, in terms of Ed Noble Parkway, Sooner Mall – once you repeal these required minimums, that just opens up all of that parking space for redevelopment. So you think of a thing like the Mall, which is struggling and dying right now – if you were able to infuse the perimeter around the Mall with, say, multi-family or some other use that essentially doubles the useable square footage of that area – I think that's a really good approach to kind of saving the Mall. Ed Noble Parkway is the same idea; if you're able to take all that wasted parking and put some other use in there, once those minimums are no longer required it just opens up a whole 'nother redevelopment opportunity.

And, Councilmember Hall, you spoke to kind of one of my favorite new things is the future of the car and self car ownership. I think with the rise of autonomous vehicles and electric vehicles, we're just going to see single car ownership just, I think, plummet over the next decade or two and the need to build parking lots to the scale we've built them is going to be a thing of the past, and quickly, in my opinion. I might be kind of a future thinker in that terms, but I really think it's coming quicker than we realize.

Chairman Holman – Councilmember Peacock, I agree; I do want to get away from the minimums and policy that's geared toward encouraging maximums. When it comes to minimum parking, in being able to evaluate projects individually – maybe this building doesn't need all this parking – this minimum amount. I know you have issues when an area doesn't have enough parking – people want more parking. But, like I said, I think the best places are always the places that don't have it available everywhere. I know for a fact a building in a location generates a lot more revenue and activity than a parking lot does. So I would absolutely agree. I'd like to see us focused on no minimums, necessarily, and focusing on maximums. If you want to go over that maximum, I would agree with that as well, but a reason and maybe there is a fee that you'd have to pay into in order to be able to go over whatever the maximum may be. Any other comments or questions from Committee?

Councilmember Peacock – That's the part, I think, that you really need to have a lot of community or developer buy-in. We don't want to create a condition that incentivizes people from wanting to come here and starting a business. The idea is you lower the barrier to entry, so that we're able to get more small developers, small local entrepreneurs building buildings, not just in the core area. As you alluded to, kind of curbing that sprawl that we're seeing on the periphery everywhere in the community. I think somebody like Councilmember Nash and how it pertains to Ward 5. I think that's a really hot topic.

Chairman Holman – I was going to mention, too – I know that you and Councilmember Hall are familiar with Strong Towns. Every Black Friday they do a photo series where they

go around the nation and they set up a lawn chair in a parking lot of a big box retail store and they take pictures of how empty it is, even on Black Friday. That's just a fun thing they do every year to show that there's over-built parking in the United States; even on the busiest day of the year, we have parking lots that are so massive that they never get full. Or never even get close. Councilmember Hall?

Councilmember Hall – I'm glad you mentioned that, because I was thinking about that, too, and what a dramatic visual display that is on the busiest days of the year. I know we've talked – you've already brought up, Councilmember Peacock, about University North Park and being massive, massive parking lots around Crest and why it turned out that way. So I fully support the direction that all of this is going and I really like the idea of the incentives being tied to green infrastructure and LID. If you do those things, you might be able to do something else. We actually built that in to some of the amendments for Center City Form-Based Code and I definitely like that direction as far as incentivizing, and I just wanted to talk about two particular instances that came to mind about the parking dilemmas that we have.

The kind of urban legend about Campus Corner is that there's no place to park, and the City invested in a City lot a couple of years ago – very convenient, right there, you don't have to walk any farther than driving up to a business, and it's not very heavily utilized. It's a great asset to have to Campus Corner, but we still have that mental idea that it's really hard to park on Campus Corner and it really isn't. And this is pre-Covid. We've got a crazy year where we can't use anything as an example.

The other thing – the development that I'm seeing again in Center City that I think is just completely counter to what we're trying to accomplish and talk about today is a very recent practice that we're seeing, and that the Planning Department is seeing, where the very place where we want to increase density and have that active sidewalk, we now have developers that are tearing down structures and putting a parking lot instead next to a 3-story unit, and this is coming up more and more and more, and so this is a really good time to be recognizing that the way we're doing it right now is not actually getting the result that we want.

Chairman Holman – Thank you, Councilmember Hall. I appreciate that. In regard to UNP as well – I'm going to call on Mayor Clark – I feel some real regret about our recent decision to build that new parking lot at Legacy Park. I felt that Legacy Park did need ADA parking, but every time I've seen people post about or complain about a lack of parking at Legacy Park it really just drives me crazy, because outside of Lloyd Noble Center, there is nowhere else in the City of Norman that has more parking around it than Legacy Park. And it's a less than 2 minute walk from the parking lot in front of Academy over to the park. And that park had a limited green space and we had to take some of the very limited greenspace that park had and add a new parking lot to it, which has several ADA spaces, which again we did need over there, but there's a bunch – most of the spaces are not ADA, they're just regular parking spaces so people could park an extra 50' or whatever closer to the park. So that's something that's kind of had me feeling upset lately. I did vote for it, but I've felt regret about it actually every time I drive down the Interstate and I look at it, and I hardly ever see anybody park there since we built it. That's kind of the stuff I do want to get away from is this perception of the parking – we have to have a whole lot of it and it's got to be right in front of whatever you're trying to go to. Mayor Clark, you had your hand up.

Mayor Clark – I really appreciate the conversation and, Councilmember Peacock, I like your suggestions. I'm sure there will be some pushback, so creating buy-in is going to be very important. I do like that we're creating parking garages, but you've all touched on many things.

The only thing that I would add would be that, as we come out of Covid-19, it's a different world. You guys have touched on the vehicles, but also like curbside; people aren't – you know, they want the convenience, so I think that is another reason to be forward thinking in how we offer parking. I know this is how we've always done it and we're going to get a lot of that, but it's just different now, and the next generation expects it to be different and I think the college students do as well. So I'm excited to see the continued conversation on this.

Councilmember Peacock – I'll just draw one more quick example. Downtown Oklahoma City – they did their streetcar. Really the idea with that wasn't really to get cars off the street; it was that when you come to Oklahoma City, you park your car once, you stay in downtown Oklahoma City, you get on a streetcar and you spend all your sales tax dollars in downtown Oklahoma City -- you never get in your car -- and you leave. So, to me, that is kind of the goal in the future – the long-term vision of this – is that we've incentivized people so much to not drive your car that they're instead now walking from place to place or getting in a ride share and just staying in this community and spending their tax dollars in this community, not driving north to the city.

Chairman Holman – I think you made a good point, Mayor Clark, about curbside – increase in curbside services, so quick in and out, and also we've talked about this before on Campus Corner, the ride share. There have been some real issues with the increase in ride share, which is a good thing, but we've seen on Campus Corner – and I see it every time I work at the Deli – is that it's a little bit chaotic, because Uber and Lift just stop right in the middle of the road, put their hazards on, and they'll wait there, and there's cars behind them and they're honking at them, and there's no designated places. We don't have infrastructure or lanes or dedicated spots, or anything like that to address this type of thing. We dealt with similar issues with the scooters and these different ways that people are moving around and getting their services delivered to them as well. It's absolutely right that things like the way we've always done them may not translate very well into the way we're seeing things change.

Councilmember Peacock – The last thing I'll say – I promise – it's why Main Streets are so attractive, because they were built before the automobile was really a thing, at least before massive car ownership was a thing. So you look at how buildings on Main Street literally share bricks – they are built on top of each other. There is no room for a space in between. That is the kind of walkable, healthy active sidewalk environment that I'm looking to create all across the City, not just the Core area.

Chairman Holman – Absolutely. Councilmember Hall?

Councilmember Hall – Well, I was just going to add to your comments, Councilmember Holman, about the ride share thing. There have actually been several different plans considered on Campus Corner that, to my knowledge, have not really been

implemented yet. One of those being using that City lot as the drop-off and pick-up point, but that takes funding from the Campus Corner merchants. But I think that's a point well-taken, as well as you, Mayor Clark. We are entering into a whole new world now, and the way that we're going to go to work and play and all of those things is being altered dramatically. We just need to really be mindful of that, in these ride share services, driverless cars, all of the things that are coming. I think we're definitely in a transition and we need to be looking forward to make sure that we're ready to make those transitions as easily as we can.

Chairman Holman – Councilmember Nash?

Councilmember Nash – How do the parking regulations – how do they vary with situations where you have businesses next door to each other that might share a parking spot? Does that have any affect on the maximum? Or does every business in that strip have to have its individual maximum?

Councilmember Peacock – To me, it absolutely factors into the equation. I think that's what we want. We want shared parking for all our businesses. It's incentivizing – maybe disincentivizing is a better word – businesses from building these massive lots and actually finding a way to be cooperative with their neighbors.

Councilmember Nash – Do we have any language in our ordinances that lend to those scenarios?

Ms. Hudson – No, not in the standard parking regulations. Within the mixed use zoning ordinance, there is a chart for shared parking, but as it stands right now, if you have a strip mall, we're looking at the uses that are within that strip mall and do you have enough parking to accommodate those uses within the strip mall.

Chairman Holman – Currently, though, like on Campus Corner and on Main Street – the ___ area is a good example of a new building that's taller than the building that was there before. There still is only one business that operates in it, but it's a 4-story building compared to the 1-story building that was there before it, and because it's a commercial building, it did not require any additional parking. The developer – the owner did not have to build more parking somewhere on Campus Corner or a parking lot. They didn't have to contribute to any kind of parking fee or system, so where they're at – basically, you could build Devon Tower in the middle of Campus Corner without adding any additional parking, as long as it was just a commercial building. But if you wanted to build a strip mall on a greenspace, like Ms. Hudson was saying, you've got to build enough parking for each individual storefront, basically, what could be in there instead of the less parking and just assuming that they'll all share that parking like we do on Main Street and Campus Corner.

Ms. Hudson – I was just going to say, so Main Street and some of the areas on Gray and some of the side streets, as well as the Campus Corner area – those are all zoned C-3, and so within the zoning ordinance those districts zoned C-3 they don't have a parking requirement because of the on-street parking that has historically been in place.

Councilmember Hall – Well, I also was just thinking – many of us attended the groundbreaking today for The Noun Hotel, which is going to be a 92-room hotel with a restaurant, and literally that property will have zero parking places and it's a great example of shared parking, because, you know, to make that work, they have a long-term lease with the First Presbyterian Church, who really only needs their parking lot on Sundays and for smaller meetings held during the week, so that hotel is completely dependent on shared parking.

Chairman Holman – Absolutely. Okay. Any other comments, questions from committee members? I don't see any currently. So I think – like I said, continue this discussion, maybe have some potential policy changes that we want to maybe advance after the next meeting. Like I said, if any committee members want to send staff whatever suggestions or research you might have about what you want to see, and maybe we can get some further suggestions from staff about what they might have seen around and then maybe after the next meeting we can move some suggestions on to the full Council and we can get some changes. Mayor Clark?

Mayor Clark – One quick note, which we have no control over – we just want to throw out there as we're day-dreaming about our potential for changing parking for the better – some universities don't allow freshmen to bring cars. I dare to dream. Just wanted to share that in case you didn't know that that existed.

Chairman Holman – Well, the way I understand it, part of the history of Campus Corner – why it even exists – is because in the early days of OU students – back then a lot of families wouldn't have had multiple cars anyway, but the students weren't allowed to have cars, and since a lot of the student housing and fraternities and sororities were over where Campus Corner is currently, that it developed into an entertainment district because nobody had cars. Main Street was just a few blocks further away from campus, I guess, and people wanted to travel back then, too.

Okay. Well, I think we've covered today – given some good direction, I think, for staff. Hopefully can continue this conversation either next month or wait for staff if they feel like more time might be needed on their end to bring some stuff forward. We'll plan on CPTC next month firing up and then if we come to any consensus we may end up moving some stuff forward from there. Anything else? Any other comments, questions from committee, staff?

Item 3, being:

MISCELLANEOUS COMMENTS.

Chairman Holman – The last item is just miscellaneous comments. Is there anything from anybody? Anybody have anything? I'm not seeing anything. Okay. Well, in that case, I appreciate everybody being here this afternoon. I appreciate staff and all your work keeping us up-to-date on these committees. It definitely is exciting to get back into this. Looking forward to when we'll start being able to meet in person again and all that as well. Thanks everybody for watching at home. Remember if public transit or any of these issues are important to you, please tune in every third Thursday of the month at 4:00 p.m. and contact your Councilmember, contact me even if I'm not your Councilmember,

since I'm the chair of the committee. We will be more than happy to discuss any issues you might have noticed or being having, or if you just have any questions about anything that might be going on, this is the committee for you. Thank you everybody. This meeting is adjourned and we'll see you next time.

Exhibit C – Existing Zoning Code – Parking (4 Pages)

SEC. 431.5 - OFF-STREET PARKING REQUIREMENTS

(As amended by Ord. No. O-7576-60 -- March 1, 1977; O-8687-48 -- March 24, 1987; O-9596-28 -- March 26, 1996; O-9697-51 -- June 10, 1997; O-0405-30 --January 24, 2006; O-1213-17 -- November 27, 2012)

1. Duty to Provide and Maintain Off-Street Parking. The duty to provide and maintain the off-street parking spaces herein required shall be the joint and several responsibility of the operator and owner of the use and the operator and owner of the land on which, or the structure or structures in which, is located the use or uses for which off-street parking space is required to be provided and maintained. Each parking space shall have minimum dimensions of eight and one-half (8-1/2) feet by nineteen (19) feet plus adequate space for ingress and egress. No land shall be used or occupied, no structure shall be designed, erected, altered, used, or occupied, and no use shall be operated unless the off-street parking space herein required is provided in at least the amount specified, and maintained in the manner herein set forth; provided, however, that where off-street parking space is not provided or maintained for land, structures, or uses actually used, occupied, and operated as of July, 1966 it shall not be required under this ordinance. (O-0405-30)

2. Number of Off-Street Parking Spaces Required. Except for lots in the C-3, Intensive Commercial District, off-street parking spaces for motor vehicles shall be provided in at least the amount shown in the following list:

<u>USE</u>	<u>SPACES REQUIRED</u>
<u>DWELLINGS & LODGINGS</u>	
Single & two-family dwellings	2 per dwelling unit (du)
Apartments & apartment hotels	1.8 per du
Boarding or rooming houses	1.8 per boarding or rooming unit
Fraternity or sorority houses	1 for each accommodation
Hotels or motels	1.2 each room in addition to spaces required for restaurant facilities
Mobile homes (park/subdivision)	2 per mobile home
<u>RETAIL TRADE</u>	
Department & variety stores	1 per 200 sq. ft. customer service area (CSA) ¹
Food & drug stores	6 + 1 per 200 sq. ft. CSA over 1,000 sq. ft.
Furniture store, motor vehicle sales	1 per 500 sq. ft. gross floor area (GFA)
Liquor stores	3 + 1 per 300 sq. ft. GFA over 500 sq. ft.

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Night club or tavern	1 per 50 sq. ft. CSA
Radio & television sales and/or repair	1 per 200 sq. ft. CSA or 1 per 175 sq. ft. GFA, whichever is greater
Restaurants, drive-in & fast-food takeout	1 per 100 sq. ft. GFA
Restaurants (except above)	1 per 50 sq. ft. CSA
Shopping Centers: (including up to 10% office use)	
(a) 25,000 - 400,000 Gross Leasable Area (GLA)	4 spaces per 1,000 sq. ft. GLA
(b) 400,000 - 600,000 GLA	4.5 spaces per 1,000 sq. ft. GLA
(c) over 600,000 GLA	5.0 spaces per 1,000 sq. ft. GLA
In addition to the base ratio, for Theaters - when in conjunction with a shopping center:	
(a) Less than 100,000 GLA	3 per 100 seats
(b) 100,000 - 200,000 GLA	3 per 100 seats (over 450)
(c) over 200,000 GLA	3 per 100 seats (over 750)
In addition to the basic ratio, for Food Services when in conjunction with a shopping center (but not more than 10% of GLA). Food Services does not include grocery stores:	
(a) 25,000 - 100,000	10 per 1,000 sq. ft. of food service tenant
(b) 100,000 - 200,000	6 per 1,000 gross sq. ft. of food service tenant
(c) 200,000 - 600,000	no additional parking (other than basic index)
(d) over 600,000	reduction of 4 spaces per 11,000 gross sq. ft. of food service tenant
Various Specialty shops (camera, gifts, jewelry, etc.	3 + 1 per 200 sq. ft. CSA over 500, or 1 per 275 sq. ft. GFA over 400, whichever is greater.

SERVICES

Amusement establishments	1 per ea. 4 patrons (capacity)
Automobile service stations	2 per service bay and 1 each service vehicle and 1 each 2 employees
Banks or savings & loan companies	1 per 150 sq. ft. CSA

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Barber shops	1.5 per chair and 1 per each 2 employees
Beauty parlor	2 per operator station & 1 per each 2 employees
Bowling alleys	5 per lane and spaces required for affiliated uses
Churches	1 per 4 seats in sanctuary
Clubs or lodges (private, nonprofit)	1 per 50 sq. ft. of assembly area
Crematorium	1 per 1,000 sq. ft. of floor area or portion thereof (O-1213-17)
Funeral parlors or mortuaries	5 and 1 per 5 seats in largest chapel
Hospitals and Sanitariums	1 per 1 bed, 1 per hospital or staff doctor, and 1 per each employee at maximum shift (O-9697-51)
Medical or dental clinics or offices	3 per treatment room and 1 each doctor or dentist
Nursing, convalescent, or rest homes	1 per 4 beds and 1 per each 2 employees
Offices, business or professional	1 per 300 sq. ft. GFA
Private Schools:	
Nursery school, day care center, or elementary school	1 per employee and adequate off-street area for pick-up and delivery of children
Nonboarding Junior & Senior high schools	1 per employee and 1 per each 8 students

USE

SPACES REQUIRED

SERVICES

Self-service laundries, dry cleaning	.5 per machine
Theaters, auditoriums	1 per 4 seats

MANUFACTURING, STORAGE, & WHOLESALE

Manufacturing	2 + 1 per 3 employees and 1 per company vehicle*
Printing & publishing	1 per 2 employees

Exhibit C – Existing Zoning Code - Parking

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Warehousing (mini-storage)	1 per 8 rental units
Warehousing (general)	10% GFA
Wholesale establishments	2 + 1 per 3 employees and 1 per company vehicle

**NOTE: Spaces required for company vehicles shall vary as to size so as to adequately accommodate the vehicle usually occupying the spaces.*

FOR USES NOT COVERED ABOVE, THE REQUIREMENTS LISTED BELOW ARE APPLICABLE:

<u>USE</u>	<u>SPACES REQUIRED</u>
Retail stores and service establishments	1 per 200 sq. ft. CSA or 1 per 275 sq. ft. GFA, whichever is greater
Other commercial and industrial	.75 x maximum number of employees on premises at any one time.

3. Other Factors Determining Off-Street Parking Requirements.

- (a) Fractional Spaces. When determination of the number of spaces required by this ordinance results in a requirement of a fractional space, any fraction less than 1/2 shall be disregarded and any fraction of 1/2 or more shall require one space.
- (b) Enlarged/Changed Use.
 - (1) Residential Uses: Whenever there occurs a change in residential use, by either an increase or a decrease in the number of units or by a change in the type of residential use, all the required off-street parking, including the parking provided for the existing use, shall conform to the requirements herein established.
 - (2) Non-residential Use: Whenever non-residential land, structures, or uses are enlarged, expanded, or changed there shall be provided for the increment only of such land, structures, and uses enlarged, expanded or changed and maintained as herein required, at least the amount of off-street parking space that would be required hereunder if the increment were a separate land, structure, or use. However, where a lot with an existing structure is cleared and a new structure is erected thereon, there shall be provided and maintained off-street parking space as required herein.
- (c) Joint Use. When an off-street parking space is used jointly by two or more uses with different requirements, or two or more uses having the same requirements, an area shall be provided equal to the total of requirements of all uses.
- (d) Landscaping of Existing Parking Lots. A ten (10) percent reduction in the number of spaces required by this ordinance is permitted when landscaping as required by Section 22-431.8 is provided for existing parking lots that are not subject to landscaping requirements. Landscaping improvements must be acceptable to the Director of Planning.

O-2122-6

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 22 (ZONING ORDINANCE), SECTION 431.5, OFF-STREET PARKING REQUIREMENTS FOR RESIDENTIAL AND MULTI-FAMILY AND ALL OFFICE, COMMERCIAL AND INDUSTRIAL DISTRICTS, LESS C-3, INTENSIVE COMMERCIAL DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

* * * * *

§ 1. THAT Section 431.5 of Chapter 22 Zoning Code of the City of Norman shall be amended to read as follows:

SEC. 431.5 - OFF-STREET PARKING REQUIREMENTS

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2. Number of Off-Street Parking Spaces Required. ~~Except for lots in the C-3, Intensive Commercial District,~~ Off-street parking spaces for motor vehicles shall be provided in at least the amount shown in the following list:

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<u>DWELLINGS & LODGINGS</u>	

§ 3. Effective date. The effective date of the Ordinance shall be _____, 2021.

ADOPTED this _____ day
of _____, 2021.

NOT ADOPTED this _____ day
of _____, 2021.

Brea Clark, Mayor

Brea Clark, Mayor

ATTEST:

Brenda Hall, City Clerk

2. DISCUSSION REGARDING POTENTIAL CHANGES IN MINIMUM PARKING REQUIREMENTS

Ms. Hudson – You received your agenda packet and you have the staff report as well as the existing zoning for the parking requirements and then there was also included in there the recommended changes. I just wanted to go over a couple of things. This is really just more of a discussion, because there's really not a lot of a PowerPoint that I could do on this. I know Councilmember Peacock had some images from some of the larger parking lots that we have – University North Park, Ed Noble Parkway, and places like that. But we are looking at going from the required minimum to a recommended from what's already in the Zoning Ordinance right now. At this point, going from a required to a recommended, we can kind of look at this as a transitional stage. At the last meeting when we were talking about the parking, there was also the discussion about the EDC that's currently going on and how, in the future, we might look for additional solutions for stormwater runoff and accommodating some different requirements within these parking lots moving forward. I know one of the other things that we're looking at is the recent changes – we can't ignore 2020 and how we've all gone to pick up our groceries now instead of going in and shopping and stuff like that. We run a bus system now, so that's a change. We've got the scooters, we've got Uber, we've got Lyft, which we had those before, and also, of course, bicycles and walking and stuff like that. There are a lot of changes going on. This reduction in the parking requirement could bring us to allow additional development on lots. There are some developments that are already platted as a single lot, so if they want to come back in and actually sell a piece of property we'd have to be looking at replatting. But if they were just going to do a lease pad site they could do that, and I think that's what Scooters did, if everybody has seen Main Street. We could have more development. We could have some mixed use coming into some of these larger parking lots and getting residents closer to some of those amenities that we already have in place. I'm thinking Main Street, University North Park – just those areas that are very developed. Another thing that we're looking at is the cost to build. When we have some of the smaller businesses developers that come in and we have that parking requirement in place – it's a lot of money to buy that land to accommodate the parking requirements that we have. So this might help us bring in some of the smaller businesses, local developers, local businesses and stuff like that. There's a lot of positives. In doing some of this research, I was reading an article and I thought this was interesting, and I think it was a bit extreme, but I think they could have done something else. But in one of the cities where they were looking at the parking requirements, they actually lost a lot of their older buildings because they could not reuse them and then also meet that parking requirement that they had in place. So that's kind of sad. I already mentioned the runoff issues – the stormwater and stuff like that. We don't have to look very far, like I said, to see how the local retailers are bringing your groceries out to you. I have to say I finally did that. It was the first time I'd done it, so it was probably faster. If you're used to doing it and you log in and everything – 4 minutes to get my groceries and I was gone. So it was pretty cool. I thought that was awesome. I guess in closing I just want to say a developer knows what they need. They know what they need to get the customers in there, get them serviced, and get them out. I know that there's probably the concern

of what if we have somebody come in and they just do not put enough parking in? Well, that's going to be a detriment to their business; they know what they need. We also might be facing people come in and they still put in that parking amount that's already required in here right now. It may be a little bit of time before people come in and say, oh, I don't have to put 50 in; I can put 35, and then I can still do something else with that other area. I'm excited about it. I think it's a good step forward.

Mayor Clark – Have we heard any complaints about this change?

Ms. Hudson – I have heard nothing.

Councilmember Holman – It looks like the only two that I don't – or I guess three – is there would still be 2 parking spaces required for single and two-family dwellings, and one each – or one parking space for each bedroom in a fraternity or sorority.

Ms. Hudson – Right.

Councilmember Holman – And then two parking spots per mobile home.

Ms. Hudson – Correct. We kept those in there, but it's up for discussion if you guys are not comfortable with that. But the single family, two-family – I think that's important. I really think the fraternity and sorority, because those are centrally located around our core area and they're right in the residential neighborhoods, so until we can figure something else out, I think we need to keep that in place. And the mobile homes – the subdivisions of the mobile home parks, they're pretty tight anyway, so I think we need to keep that in as well.

Councilmember Holman – One parking space for each bedroom in a fraternity or sorority seems reasonable to me living over there. I don't really see any of their parking lots empty, except when they're not there. But during the school year, they don't have extra parking in their spots, I noticed. Don't really know about mobile home parks, if that's an issue at all. And in single family homes and duplexes mostly all have a driveway. I think the biggest concern has been commercial strip malls, big box stores having seas of parking lots.

Councilmember Peacock – And on the flip side of that, I don't think we want to do anything that negatively impacts neighborhoods. So we don't want to create a condition that people are just parking wherever they can on neighborhood streets.

Councilmember Holman – Agree. I guess the rest of it is all required marked out, minimum recommended. So we'll still recommend 1.2 for apartments, hotels.

Ms. Hudson – And that will give people a guideline of which direction they can go. As I said, they may go less; they may stay with that.

Councilmember Holman – This is pretty good to me. I think it's what we've been trying to get towards.

Councilmember Studley – I know we've seen a lot of businesses, more in residential neighborhoods, so what if it is in a residential neighborhood and they didn't do the recommended parking, and then you're going to be parking on the streets in front of houses and stuff like that?

Ms. Hudson – I think we'll be back here at this table if that happens. We'll hear from the neighborhoods.

Councilmember Studley – I mean is there something that we could do, like if it's in a residential neighborhood that they would still be required instead of a recommended?

Councilmember Peacock – I think it would still have to come to Council for a zoning change at that point, probably.

Mayor Clark – I'm thinking of the coffee shop that we just approved by the courthouse.

__ -- I'm thinking of the one over here – the little house that was a church that was now a business.

Ms. Hudson – We would have to determine the areas that would be the residential that we would – I guess really it would be the core area that we're most concerned with, so we could ...

Councilmember Peacock – Correct me if I'm wrong, but we're still looking at minimums and maximums with our Engineering Design Criteria.

Ms. Hudson – That is what they're still working on.

Councilmember Peacock – So I think in terms of that conversation, I think maximums would definitely come into play there, and we could structure it in such a way that you wouldn't be able to provide, say, more than 2 parking spaces for your neighborhood business if that were the situation. I think there's ...

Ms. Hudson – That is later.

Councilmember Peacock – That is later. The devil is in the details, obviously. I think getting that process fully flushed out and getting all the feedback on that is going to be really important.

Councilmember Hall – So I'm completely onboard when applying to commercial and all of that. But on the draft, single and two-family dwellings, I'm wondering specifically how this overlays with Center City Form-Based Code.

Ms. Hudson – The Center City Form-Based Code has their own.

Councilmember Hall – Okay, so this exempts that.

Ms. Hudson – Right.

Councilmember Hall – And is a two-family dwelling – that's what we're calling a duplex? So there are duplexes that – that's my only heartburn, is we define a duplex that can have 8, 10, 12 bedrooms and the way I look at this, it would be now they only need 2 parking places per unit. So instead of requiring parking for the bedrooms, but if Center City is exempted, I feel better about that. But it's also going to apply to ...

Ms. Hudson – South of Boyd.

Councilmember Hall – I mean, just outside the boundary in the core, where we're seeing continued density that we're calling a duplex that we've all had heartburn over. So that's my only sort of concern.

Ms. Hudson – All of the duplexes that we've seen so far – granted, they could be 5 on each side – 5 bedrooms on each side, so 10 bedrooms. We're still looking at about 8 parking spaces for some of the older ones that we had, and the newer ones that we're seeing, they've got 12, 14 parking places in the back off of the alley on most of those. Again, it goes back to the kids – you know, the parents come in and they're like you're going to live here but where are you going to park. I don't want my daughter walking. So I think there's that control mechanism there, too.

Councilmember Hall – For the developer to understand why they might need more parking. I just have a little tinge there of ... but we can come right back to the table.

Councilmember Holman – I think part of the goal, too, is to make it so that if somebody did open a – apply and get approved to open a commercial business in a residential area, that the parking minimum wouldn't require them to buy the lot next to them and tear the house down and build a parking lot. Trees, too. We've seen project after project over the years where they've removed trees so they could meet the parking threshold. But they're like I don't really need this parking, but this is how many I've got to have for the building, so I can't fit it in without getting this tree out of here. So that, but then I agree – part of me is just like you build these bedrooms and you're only allowed to have this many parking spaces and we're going to enforce the parking restriction on the streets, so you move in here you know that's the situation. Move into it or don't move into it, but that's the situation. I have the same concern if there's only 2 parking spots and 10 bedrooms. Let's eliminate the on-street parking and enforce it, if that becomes a thing.

Councilmember Hall – Overall, I'm really feeling positive about moving in this direction.

Councilmember Holman – That is true. Over the years, I've had several developers say I don't think I need this many, but ...

Councilmember Hall – I've said before I drank the Peacock Kool-Aid of there's going to be less cars in our future anyway.

Mayor Clark – Any other questions or comments for Ms. Hudson.

Councilmember Peacock – I've got a comment. I just want to say that you guys did a fabulous job on the staff report. Very concise.

Ms. Hudson – It will be the same steps for this one as the small cell, so August 12th and then for City Council in September.

Mayor Clark -- I will second the compliments. I think we're on the right track and being very forward-thinking in planning for our community. So well done. Alright. That's it. This meeting is adjourned.

O-2122-6

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Apartments & apartment hotels	1.2 per du
Boarding or rooming houses	1 per boarding or rooming unit
Hotels or motels	1 each room in addition to spaces recommended for restaurant facilities

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

§ 3. Effective date. The effective date of the Ordinance shall be _____, 2021.

ADOPTED this _____ day
of _____, 2021.

NOT ADOPTED this _____ day
of _____, 2021.

Brea Clark, Mayor

Brea Clark, Mayor

ATTEST:

Brenda Hall, City Clerk

O-2122-6

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<u>RETAIL TRADE</u>	
Department & variety stores	1 per 200 sq. ft. customer service area (CSA)

* * *

FOR USES NOT COVERED ABOVE, THE REQUIREMENTS LISTED BELOW ARE APPLICABLE:

<u>USE</u>	<u>SPACES REQUIRED MINIMUM RECOMMENDED</u>
Retail stores and service establishments whichever is greater	1 per 200 sq. ft. CSA or 1 per 275 sq. ft. GFA,
Other commercial and industrial	.75 x maximum number of employees on premises at any one time.

* * *

34. Other Factors Determining Off-Street Parking Requirements.

(a) Fractional Spaces. When determination of the number of spaces required by this ordinance results in a requirement of a fractional space, any fraction less than 1/2 shall be disregarded and any fraction of 1/2 or more shall require one space.

* * *

45. Bicycle Parking Facilities

(a) For all buildings and structures erected and all uses of land established after the effective date of this ordinance (July 23, 2009), accessory bicycle parking shall be provided as required by these regulations. Where a building permit has been issued prior to the effective date of this ordinance, and provided that construction is begun

within one hundred eighty (180) days of such effective date, bicycle parking facilities in the amounts required for the issuance of said building permit are not required.

* * * * *

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

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NOT ADOPTED this _____ day
of _____, 2021.

Brea Clark, Mayor

Brea Clark, Mayor

ATTEST:

Brenda Hall, City Clerk

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

SEPTEMBER 9, 2021

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9th day of September, 2021.

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

ROLL CALL

MEMBERS PRESENT

Steven McDaniel
Erica Bird
Lark Zink
Dave Boeck
Sandy Bahan
Michael Jablonski

MEMBERS ABSENT

Erin Williford
Nouman Jan

A quorum was present.

STAFF MEMBERS PRESENT

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

Item No. 19, being:

O-2122-6 – AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 22 (ZONING ORDINANCE), SECTION 431.5, OFF-STREET PARKING REQUIREMENTS FOR RESIDENTIAL AND MULTI-FAMILY AND ALL OFFICE, COMMERCIAL AND INDUSTRIAL DISTRICTS, LESS C-3, INTENSIVE COMMERCIAL DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report with Exhibits A-E

PRESENTATION BY STAFF:

1. Ms. Jane Hudson presented the staff report.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Dave Boeck moved to recommend adoption of Ordinance No. O-2122-6 to City Council. Sandy Bahan seconded the motion.

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

YEAS	Steven McDaniel, Erica Bird, Lark Zink, Dave Boeck, Sandy Bahan, Michael Jablonski
NAYES	None
MEMBERS ABSENT	Erin Williford, Nouman Jan

The motion, to recommend adoption of Ordinance No. O-2122-6 to City Council, passed by a vote of 6-0.
