CITY OF NORMAN, OK
CITY COUNCIL REGULAR MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, September 14, 2021 at 6:30 PM

AGENDA

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

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 SPECIAL SESSION MINUTES OF FEBRUARY 9, 2021
   CITY COUNCIL STUDY SESSION MINUTES OF MARCH 2, 2021
   CITY COUNCIL STUDY SESSION MINUTES OF MARCH 30, 2021
   CITY COUNCIL STUDY SESSION MINUTES OF APRIL 6, 2021
   CITY COUNCIL FINANCE COMMITTEE MINUTES OF JUNE 17, 2021
   CITY COUNCIL SPECIAL SESSION MINUTES OF JULY 27, 2021
   CITY COUNCIL MINUTES OF AUGUST 24, 2021
   NORMAN UTILITIES AUTHORITY MINUTES OF AUGUST 24, 2021
   NORMAN MUNICIPAL AUTHORITY MINUTES OF AUGUST 24, 2021
   NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 24, 2021
   CITY COUNCIL SPECIAL MEETING MINUTES OF AUGUST 31, 2021

PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER, 2021 AS PAIN AWARENESS MONTH IN THE CITY OF NORMAN

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-5: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER, 2021, HISPANIC HERITAGE MONTH IN THE CITY OF NORMAN.

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-6: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2021, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

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

First Reading Ordinance

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A 17-FOOT UTILITY EASEMENT LOCATED WITHIN LOT 1, BLOCK 1, TSTB ADDITION, SECTION 1, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (601 12TH AVENUE N.E.).

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-19 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20, ARTICLE VIII, SECTION 20-805, OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA, TO PROHIBIT HEAD-IN PARKING IN SPACES RESERVED FOR REVERSE ANGLE BACK-IN PARKING; AND PROVIDING FOR THE SEVERABILITY THEREOF

7. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT O-2122-16: OF AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108, IN ARTICLE I OF CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING ARTICLE XXXIV, SECTION 13-3401, IN CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING SECTION 424.1 (C-2, GENERAL COMMERCIAL DISTRICT), AND SECTION 426.1 (I-1, LIGHT INDUSTRIAL DISTRICT), BOTH IN ARTICLE XI OF CHAPTER 22 (ZONING ORDINANCE); AND AMENDING SECTION 450 (DEFINITIONS), IN ARTICLE XIV OF CHAPTER 22 (ZONING ORDINANCE); IN ORDER TO ADD PERMITTED AND SPECIAL USES FOR MEDICAL MARIJUANA WASTE FACILITIES, AND TO IMPLEMENT CHANGES AND RESOLVE INCONSISTENCIES RESULTING FROM

2021 STATE LAW UPDATES REGARDING MEDICAL MARIJUANA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Request for Payment

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY'S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS' COMPENSATION INSURANCE IN THE AMOUNT OF $1,000.

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2122-1: SUBMITTED BY THE CLEVELAND COUNTY SHERIFF'S OFFICE IN THE TOTAL AMOUNT OF $14,744.64 FOR EXPENSES INCURRED AT THE CLEVELAND COUNTY DETENTION CENTER ON JULY 3, 2021.

10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF PAYMENT OF QUALITY JOBS INCENTIVE TO THE NORMAN ECONOMIC DEVELOPMENT COALITION IN THE AMOUNT OF $94,776.25 IN ACCORDANCE WITH CONTRACT K-1314-106, UNIVERSITY NORTH PARK TAX INCREMENT FINANCE DISTRICT #2 (TIF) DEVELOPMENT AGREEMENT NO. 6, AS AMENDED.

Donation

11. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF $1,600 FROM ARMSTRONG BANK TO BE USED TO PURCHASE SERVICES AND ITEMS FOR THE NORMAN POLICE DEPARTMENT'S NATIONAL NIGHT OUT EVENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Easement

12. CONSIDERATION OF GRANTING, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-15: TO OKLAHOMA GAS & ELECTRIC COMPANY RELATING TO THE CONSTRUCTION OF THE NORMAN PARKS MAINTENANCE FACILITY AND TRANSIT MAINTENANCE FACILITY BUILDINGS LOCATED AT THE NORTH BASE COMPLEX.

Contracts

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. FOUR TO CONTRACT K-1920-46: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CIMARRON CONSTRUCTION COMPANY, L.L.C., DECREASING THE CONTRACT AMOUNT BY $47,723.76 FOR A REVISED CONTRACT AMOUNT OF $2,229,715.80 AND ADDING 60 CALENDAR DAYS TO THE CONTRACT FOR THE GRAY STREET AND TONHAWA STREET WATER LINE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $158,668.63.

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-1920-123: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND JORDAN CONTRACTORS, INC., INCREASING THE CONTRACT AMOUNT BY $7,451.31 FOR A REVISED CONTRACT AMOUNT OF $469,885.31 AND ADDING 270 CALENDAR DAYS TO THE CONTRACT FOR THE FYE 2017 SEWER MAINTENANCE PROJECT PHASE 2, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $39,235.11.

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-15 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND THE UNITED STATES BUREAU OF RECLAMATION ACCEPTING A GRANT IN THE AMOUNT OF $700,109 TO CONDUCT A PILOT STUDY OF TREATMENT PROCESSES TO CONFIRM FEASIBILITY OF INDIRECT POTABLE REUSE.

16. CONSIDERATION OF APPROVAL, AUTHORIZATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-24 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., IN THE AMOUNT OF $2,854,724.50; PERFORMANCE BOND B-2122-23; STATUTORY BOND B-2122-24, MAINTENANCE BOND MB-2122-13 FOR THE FLOOD AVENUE WATER LINE REPLACEMENT PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-42 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARKHILL CARDINAL ENGINEERING IN THE AMOUNT OF $34,366 FOR THE MCCULLOUGH STREET RECONSTRUCTION PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-49 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ADG, P.C., IN THE AMOUNT OF $99,600 FOR THE DEVELOPMENT OF THE PUBLIC WORKS AND UTILITIES FACILITIES MASTER PLAN AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

19. CONSIDERATION OF ACCEPTANCE OF A 2020 CONTINUUM OF CARE PLANNING GRANT FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF $12,412 TO BE USED FOR THE COORDINATION OF ACTIVITIES RELATED TO HOMELESSNESS; APPROVAL OF CONTRACT K-2122-50; AND BUDGET APPROPRIATION FROM THE COMMUNITY DEVELOPMENT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

20. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT COVID-19 #2 (CDBG-CV2) AWARD FROM THE OKLAHOMA DEPARTMENT OF COMMERCE IN THE AMOUNT OF $1,516,500 TO BE USED TO PREVENT, PREPARE FOR, AND RESPOND TO THE CORONAVIRUS; APPROVAL OF CONTRACT K-2122-57; AND BUDGET APPROPRIATION FROM THE CAPTIAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-97 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY $3,404,474 FOR A REVISED CONTRACT AMOUNT OF $3,489,474 FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES TO PROVIDE EARTHWORK, SITE CLEARING, MASS EXCAVATION AND CONSTRUCTION CONTINGENCY FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.

22. DECLARATION OF AN EMERGENCY FOR EMERGENCY REPAIRS TO THE IMHOFF CREEK BRIDGE AND CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, AUTHORIZATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-59 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND HASKELL LEMON CONSTRUCTION COMPANY FOR THE EMERGENCY REPAIR OF IMHOFF CREEK BRIDGE, RESOLUTION R-2021-40 GRANTING TAX-EXEMPT STATUS, AND BUDGET TRANSFERS AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Resolutions

NON-CONSENT ITEMS

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $500,000 OF AMERICAN RESCUE PLAN ACT OF 2021 ENTITLEMENT FUNDS FROM THE SPECIAL GRANTS FUND BALANCE TO BE USED TO INCENTIVIZE COVID-19 VACCINATIONS.

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2021-115: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTH HALF OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, AND PART OF THE SOUTHEAST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE FUTURE URBAN SERVICE AREA DESIGNATION AND PLACE THE SAME IN THE CURRENT URBAN SERVICE AREA DESIGNATION. (1/2 MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.)

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2021-44 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 A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.),

IN CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND SO AS TO REMOVE A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), IN CLEVELAND COUNTY, OKLAHOMA, FROM THE A-1, GENERAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ONE-HALF MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.)

26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR EAGLE CLIFF WEST ADDITION FOR APPROXIMATELY 41.46 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF CEDAR LANE ROAD BETWEEN JENKINS AVENUE AND 12th AVENUE S.E.

27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-17 A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SHAZ INVESTMENT GROUP, LLC AUTHORIZING COLLECTION OF A MONTHLY LIFT STATION FEE FROM DEVELOPED LOTS IN THE EAGLE CLIFF WEST DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE EAGLE CLIFF LIFT STATION.

MISCELLANEOUS COMMENTS

This is an opportunity for citizens to address City Council. 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 SPECIAL SESSION MINUTES OF FEBRUARY 9, 2021

CITY COUNCIL STUDY SESSION MINUTES OF MARCH 2, 2021

CITY COUNCIL STUDY SESSION MINUTES OF MARCH 30, 2021

CITY COUNCIL STUDY SESSION MINUTES OF APRIL 6, 2021

CITY COUNCIL FINANCE COMMITTEE MINUTES OF JUNE 17, 2021

CITY COUNCIL SPECIAL SESSION MINUTES OF JULY 27, 2021

CITY COUNCIL MINUTES OF AUGUST 24, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF AUGUST 24, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF AUGUST 24, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 24, 2021

CITY COUNCIL SPECIAL MEETING MINUTES OF AUGUST 31, 2021

CITY OF NORMAN, OK
STAFF REPORT

Item 1

MEETING DATE: 09/14/2021

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL SPECIAL SESSION MINUTES OF FEBRUARY 9, 2021
CITY COUNCIL STUDY SESSION MINUTES OF MARCH 2, 2021
CITY COUNCIL STUDY SESSION MINUTES OF MARCH 30, 2021
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NORMAN MUNICIPAL AUTHORITY MINUTES OF AUGUST 24, 2021
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 24, 2021
CITY COUNCIL SPECIAL MEETING MINUTES OF AUGUST 31, 2021

CITY COUNCIL SPECIAL SESSION MINUTES

February 9, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a virtual Special Session at 5:00 p.m. hosted in the Municipal Building Council Chambers on the 9th day of February, 2021, And notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Foreman, Hall, Holman, Nash, Peacock, Petrone, Mayor Clark
ABSENT:	Councilmembers Bierman and Carter

Item 1, being:

DISCUSSION REGARDING THE INSURANCE SERVICES OFFICE (ISO) RATING FOR NORMAN.

Mr. Travis King, Fire Chief, introduced Commissioner Glen Mulready, Oklahoma Insurance Commission; Mr. Ken Stoops, Field Coordinator for the Insurance Services Office (ISO); Skip Gibson, Regional Manager, ISO; and Lois Finn, State Insurance Commission. Commissioner Mulready congratulated the City of Norman and said Ms. Finn is dedicated to traveling around the state providing assistance to fire departments to improve their fire protection class, which directly relates to every business owner and homeowner in this community with property insurance rates. He said the City of Norman has joined a very elite class of just a few Oklahoma cities by reaching a "Protection Class One".

Mayor Clark, acting on behalf of Council, thanked Mr. Mulready and Ms. Finn for their help.

Chief King introduced Mr. Jason Smith, Assistant Fire Chief, and Ms. Jenny Jones, Administrative Technician III, and said they both did phenomenal work to coordinate this effort.

Ms. Finn congratulated the Norman Fire Department firefighters and employees. She said she is excited that she had the opportunity to meet and work with them and is very pleased that Norman is being recognized for all the hard work and effort.

Chief King thanked Council for approving the budget and the community for approving Public Safety Sales Tax, because without it, this would not have been possible.

Mr. Gibson said the Insurance Services Office conducts surveys across the country and there are approximately 45,000 fire protection areas. He said better fire protection means less loss to the insurance industry, but, more importantly, it provides for prevention of fires, life safety, and firefighter safety. He said the schedule used to do the ratings is called Fire Special Rating Schedule based on 100 points utilizing national standards. He said the ratings are performance based and points are received for what the fire department has or does not have. The score starts out with a rating of zero and to achieve an ISO rating of Class 1, ninety points are needed. He said points received are based on the communities' response to a first alarm structure fire; what happens when 9-1-1 is dialed, how that call is processed, how the firemen are trained, and what water is available.

He said on the Emergency Communication side, it is important to have all circuits, telephone lines, communication capabilities, and monitoring integrity. He said what really counts is how good the performance is. He said the City of Norman received a score of 9.91 out of 10, which is excellent. He said the score for the Fire Department side which gives points for fire equipment and vehicles was 41.67 points out of 50. The Water Supply side ranked 39.96 points out of 40. This ranking was based on adequacy of water supply, the size, type, and installation of hydrants; and inspection and fire flow testing of hydrants. He said the last ranking was for Community Risk Reduction and the City of Norman score 5.17 out of 5.50. The total score for the City of Norman 93.40 out of 105.5. He congratulated the Mayor, City Council, and the Fire Chief.

Mayor Clark said she knows the City benefits from having a top notch Fire Department, but is there another way in terms of tax benefits that the residents of Norman will see with the new insurance rating? Mr. Mulready said the insurers will utilize the protection class to determine their

rates and as a City goes up in class, the premiums drop. He said both the homeowners and business owners will see a change.

Items submitted for the record

1. PowerPoint Presentation dated March 1, 2021, entitled ISO's Newest Class 1 City"

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Item 2, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 §307(B)(3) TO DISCUSS THE POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AS OUTLINED IN CONTRACT K-2021-74 FOR A FUTURE BUS TRANSFER STATION LOCATED AT 320 EAST COMANCHE STREET.

Councilmember Foreman moved that the Special Session be adjourned out of and an Executive Session be convened into in order to discuss the possible purchase of real property for a future bus transfer station located at 320 East Comanche Street, which motion was duly seconded by Councilmember Petrone; and the question being upon adjourning out of the Special Session and convening into an Executive Session in order to discuss the acquisition of real property for a future bus transfer station located at 320 East Comanche Street, a vote was taken with the following result:

YEAS:	Councilmembers Foreman, Hall, Holman, Nash, Peacock, Petrone, Mayor Clark
NAYES:	None

The Mayor declared the motion carried and the Special Session adjourned out of; and an Executive Session was convened into in order to discuss the acquisition of real property for a future bus transfer station located at 320 East Comanche Street.

The City Council convened into Executive Session at 5:20 p.m. Mr. Darrel Pyle, City Manager; Mr. Kathryn Walker, City Attorney; and Ms. Beth Muckala, Assistant City Attorney, were in attendance at the Executive Session.

Thereupon, Councilmember Petrone moved that the Special Session be reconvened, which motion was duly seconded by Councilmember Hall; and the question being upon reconvening the Special Session, a vote was taken with the following result:

YEAS:	Councilmembers Foreman, Hall, Holman, Nash, Peacock, Petrone, Mayor Clark
NAYES:	None

The Mayor declared the motion carried and the Special Session was reconvened at 5:52 p.m.

The Mayor said the possible purchase of real property for a future bus transfer station located at 320 East Comanche Street was discussed in Executive Session. No action was taken and no votes were cast.

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Item 3, being:

ADJOURNMENT

The Mayor adjourned the meeting at 5:53 p.m.

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ATTEST:

City Clerk

Mayor

CITY COUNCIL STUDY SESSION MINUTES

March 2, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a virtual study session at 5:35 p.m. in the Municipal Building Council Chambers on the 2nd day of March, 2021, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Bierman, Foreman, Hall, McGarry, Nash, Petrone, Peacock, Mayor Clark
ABSENT:	Councilmember Holman

Item 1, being:

DISCUSSION REGARDING THE SOLAR INSTALLATION PROJECTS IN CONNECTION WITH THE WATER RECLAMATION FACILITY AND WATER TREATMENT PLANT.

Mr. Darrel Pyle, City Manager, said Council adopted a Ready for 100 resolution regarding energy self-reliance, but there has not been much progress in meeting any goals during the pandemic. He said ten years ago he was introduced to the PACE (Property Assessed Clean Energy) Program by Mr. Michael Chapin, Connor Energy, in California and recently asked Mr. Chapin to work with the City on solar power opportunities at two of the highest energy consuming facilities, the Water Treatment Plant (WTP) and Water Reclamation Facility (WRF). He said both facilities operate 24 hours a day, seven days a week, and both consume a great deal of electricity.

Mr. Chapin introduced Mr. Andy Stancati with Bio-Star Renewables who assisted him throughout this process. Mr. Stancati said Bio-Star Renewables is a renewable energy developer based out of Kansas City, Kansas, that focuses on all types of energy processes with its main focus being solar energy.

Mr. Chapin said Connor Energy develops energy solutions whether they are solar, portable, or energy programs. He said Connor Energy worked in California pushing commercial and residential PACE Programs and that program exists with over 200 agencies. He said the solar power rate program being proposed for the WTP and WRF has a key environmental take that is generating electricity from solar power which emits zero greenhouse gas emissions so by using power that is clean, renewable, and developed on site means less energy that will need to be purchased by burning fossil fuels. He said solar systems are definitely the right step in providing a clean, long term sustainable energy source for the next 25 years as well as hedging rising energy costs.

Item 1, continued:

Mr. Chapin said Connor Energy analyzed over 50 utility meters at the WTP and WRF and reduced that number to seven potential candidate meters that could be utilized and offset with cleaner renewable energy from solar power. He said this will be done using a net metering structure, which is essentially producing electricity during sunlight hours and consuming power from the "grid" at night so at the end of the month, what is produced and what is used is tallied for a net cost. The goals set forth include delivering meted energy savings from solar rays, reducing gas emissions, and helping meet long term sustainability. All the solar power being proposed will not change the way the WTP and WRF operate and use power, but will allow the City to buy less power from the utility company and allocate more green power.

Mr. Chapin said the biggest benefit, in addition to sustainability, is a year one net savings of $40,000 and $1.5 million over a 25-year accumulative period. He said annual utility rates are anticipated to increase 7% over the next five years and the solar system is expected to offset that by approximately $272,000 annually. He said that savings of $40,000 will pay for solar system annual maintenance and production.

The timeline is expected to be 18 months from start to finish assuming everything moves forward as planned so the project should be running no later than July 2022.

Mr. Pyle said recent arctic weather had a huge impact on existing infrastructure throughout the region and those costs will have to be recuperated through increased utility rates.

Councilmember Peacock asked if the timeframe given is also the payback timeframe and Mr. Chapin said the City will be reallocating the annual savings towards a solar project so the City can actually bank that $40,000 annually. He said that is a payback of zero and, hopefully, every year the system will generate better savings. Mr. Pyle said any savings for the City is a savings for rate payers and utilities in Norman require a vote of the people for a rate increase so the ability to save money is very valuable.

Councilmember Nash asked the efficiency of solar panels 25 years ago and Mr. Stancati said he does not have the exact figures, but within the last five years the typical solar panel was 300 watts while today, a typical solar panel is 450 watts so solar panels have already increased 20% to 50% in efficiency over the past 25 years.

Councilmember Nash asked about the life of the panels and Mr. Chapin said the panels have a product warranty of 12 years, but they have a linear panel warranty (guaranteed to produce over 80% of the expected energy) for 25 years.

Councilmember Peacock said Oklahoma has been experiencing more and more unforeseen weather events and felt it would be prudent of the City to purchase insurance for the panels.

Item 2, being:

DISCUSSION REGARDING ENGINEERING DESIGN CRITERIA UPDATE – DIAGNOSTIC REPORT.

Mr. Shawn O'Leary, Director of Public Works, said tonight Staff will be presenting an update on the Engineering Design Criteria (EDC), Green Stormwater Infrastructure (GSI), the City's construction standard specifications, and complete street policy. He said several documents collectively establish minimum standards and identify uniform criteria that apply to both publicly and privately funded infrastructure projects. These projects, when completed and accepted, become the responsibility of the City for operations and maintenance. The suite of technical and policy documents includes the EDC, Standards and Specifications, Construction Drawings, Zoning Ordinance, Subdivision Regulations, Tree Protection Ordinance, and the Center City Form Based Code (CCFBC). The broad concepts that helped draft the report include consistent guidance for design, review, construction, and maintenance practices; integrating stormwater management best practices; reflecting current practices and materials; addressing standards for infill development; identifying conflicting guidance; and modernizing documents to support online access and easy navigability.

Mr. Keith Beatty, Project Manager for Freese and Nichols, said City Council adopted the Comprehensive Transportation Plan in 2014, that included updating the EDC, Norman's Construction Standard Specifications, and adopting the Complete Streets Policy. In 2017, Council expressed an interest in incentivizing "green building codes" so the Community Planning and Transportation Committee (CPTC) began exploring incentive programs, green building practices, and Green Infrastructure/Low Impact Development (GI/LID). He said the private sector expressed interest in using incentives for LID that included parking reduction options.

Mr. Beatty said key participants in the process included an Advisory Committee (City Staff Project Team and Freese and Nichols), internal and external stakeholders, and decision makers. He said efforts were made to gather input from a diverse group of stakeholders representing development and community perspectives.

Mr. Beatty said the project approach included Phase I, Diagnostic Review and Benchmarking; Phase II, EDC and Specification Updates; and Phase III, Implementation.

Phase I milestones consisted of document review from March through May 2020; Staff input and Advisory Committee in May 2020; internal stakeholder input May through December 2020; external stakeholder input (development community and design professionals) in June 2020; identifying potential barriers for GSI as well as impacts on City Codes, policies, plans, and incentive options in September 2020; drafting diagnostic report with Staff and stakeholder review, and feedback September through October 2020; community benchmarking with innovative solutions and best practices in December 2020; and final Diagnostic Report with City approval in January 2021.

Item 2, continued:

Mr. Beatty highlighted Phase I - Diagnostic Review and Benchmarking as follows:

Engineering Design Criteria (EDC)

- Consistency
  - Guidance between departments
  - Consistency in nomenclature within documents
  - Field design discrepancies
  - Modernization of design aspects
- Improve overall user-friendliness of the documents
  - Updated sections and numbering
  - Searchable documents in one accessible document
- Update submittal documentation requirements
  - Out of town developers and engineers
  - Post construction documentation requirements
- Confirm compliance with State and Federal agencies

Green Stormwater Infrastructure (GSI)

- Integration of GSI into the EDC
  - How to incorporate GSI and Low Impact Development (LID) into everyday design
- Develop a new section – Stormwater Quality Design
- Reflect standards for design
  - Benchmarking other cities
- Address design criteria for infill development and Center City Form Based Code (CCFBC)
- Incentivize GSI/LID criteria

Standard Specifications

- Consistency
  - Modernization of materials
  - Guidance between departments
  - Consistency field and design discrepancies
- Confirm compliance with State and Federal agencies
- Updated Construction Drawings

Land Development Regulations

- Zoning Code
  - Address street classifications introduced in the CCFBC
  - Consider ways to support additional residential density without changing character of neighborhoods
  - More Planned Use Development (PUD) tools
  - Consider coverage maximums for Business and Industrial Districts
- CCFBC – Center City Form Based Code
  - Address block length provisions
  - Review curb cut restrictions where used to support GSI
  - Add criteria to EDC for new street classifications

Item 2, continued:

Land Development Regulations, continued:

- Subdivision Regulations
  - Enable sustainable development techniques
  - Encourage compact walkable development patterns
  - Address access management (driveway spacing) to improve capacity and safety
  - Consider requiring Property Owner's Association when GSI is installed
  - Consider incentive program to support and encourage use of GSI alternatives
  - Update street design standards
  - Align Water Quality Protection Zone (WQPZ) standards with updated technical manuals
- Tree Protection
  - General updates and clarifications

Parking Considerations

- Maximize existing spaces including on-street
- Consider parking waivers
  - Change of use for existing space
  - New uses (maximum square footage) mixed use districts
  - Bicycle parking provisions
- Consider applying CCFBC provisions citywide
  - Joint parking for complimentary uses
  - Count on-street spaces toward requirement
  - Allow spaces to be located within 1,000 feet of use
  - Tandem parking for some residential uses
- Consider maximum instead of minimum requirements for some commercial uses (e.g., big box stores)
- Coordinate with GSI incentive program
  - Spaces in excess of an allowable maximum may be provided only when GSI is used

Mr. Beatty said the City is ready to move into Phase II (12-month process), which will include drafting technical documents for EDC, GSI, Standard Specifications and Details, and Construction Drawings; review and revision by Staff Advisory Committee and External Stakeholders; Zoning Code review, CCFBC, Subdivision Regulations review, landscaping requirement review, tree preservation review, parking requirement review; final review by Staff Advisory Committee and External Stakeholders; and final adoption.

Phase III will be the final approach for implementation to include training resources, workshops, checklists, design guides, and brochures or other publications.

Councilmember Peacock asked how stakeholders were contacted or engaged in Phase I and Mr. Beatty said the Advisory Committee reached out to a select group of internal and external stakeholders by email and telephone. Councilmember Peacock said he heard several complaints that the City is not engaging the public in this review process.

Item 2, continued:

Mr. Shawn O'Leary said the original group of 20 was made up of developers, engineers, architects, builders, etc. He said if Council allows Phase II to move forward and wants someone in particular to be involved, then please send Staff their information. He said the plan for Phase II is to divide the Project Team and stakeholders into groups to discuss specific subjects since there are so many items to review.

Councilmember Hall said she has heard the same complaints as Councilmember Peacock and asked if there will be more opportunities for public input in Phase II and Mr. O'Leary said definitely.

Mayor Clark said she is looking forward to robust discussions.

Items submitted for the record

1. PowerPoint entitled, "Engineering Design Criteria (EDC) and Green Stormwater Infrastructure (GSI) Update," dated March 2, 2021
2. The City of Norman Engineering Design Criteria Update Diagnostic Report dated January 26, 2021

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The meeting was adjourned at 6:48 p.m.

ATTEST:

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City Clerk Mayor

CITY COUNCIL STUDY SESSION MINUTES

March 30, 2021
5:30 p.m.

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a virtual study session at 5:30 p.m. in the Municipal Building Council Chambers on the 30th day of March, 2021, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Bierman, Foreman, Hall, Holman, Nash, Petrone, Peacock, Mayor Clark
ABSENT:	None

Item 1, being:

UPDATE ON THE 36TH AVENUE N.W. WIDENING PROJECT BETWEEN TECUMSEH ROAD AND INDIAN HILLS ROAD.

Mr. Shawn O'Leary, Director of Public Works, said the 2012 Transportation Bond Program was an $89 million program with $42 million in bond funds and $46 million in federal funding being sought for eight major projects. He said out of the eight projects, six are complete and the two that are not are East Alameda Street and 36th Avenue N.W., which is the second largest of the eight projects. He said the 36th Avenue N.W. project includes widening two miles of 36th Avenue N.W. between Tecumseh Road and Indian Hills Road from two-lanes to four-lanes, installing new traffic signals at 36th Avenue N.W. and Franklin Road/36th Avenue N.W. and Indian Hills Road, stormwater improvements, continuous sidewalks and accessibility, and improved access to Ruby Grant Park. He said construction is pending due to a delay in federal funding.

The 36th Avenue N.W. Project was included in the 2012 Transportation Bond Program with an anticipated $11,500,000 in overall federal funding; however, federal funding limits were reduced to $9.5 million by the Association of Central Oklahoma Governments (ACOG) and have been further reduced to $7.5 million. He said the rules in ranking for federal funding have changed dramatically within the last three years, but subtle changes have been made since the passage of the 2012 Transportation Bond Program, which has further impacted this project. He said the project was scheduled to begin in 2018, but due to delays in obtaining federal funding the project has not begun. He said Staff began applying for additional federal funding in FFY 2017, but have failed to obtain funding for this project for the sixth consecutive year.

Mr. O'Leary highlighted the project status and said engineering design for Phase I, Tecumseh Road to Franklin Road, is 90% complete with final review by the Oklahoma Department of Transportation (ODOT) pending. Engineering design for Phase II, Franklin Road to Indian Hills Road, is 75% complete with ODOT, right-of-way (ROW), and utility review pending. He said all land acquisition for Phase I is complete with ten remaining parcels to acquire for Phase II, which is going through the eminent domain process. Utilities in Phase I are pending with Western Farmers Electric Coop and all remaining utilities for Phase II are pending eminent domain.

Item 1, continued:

The City currently has $5,420,507 available and the project score for FFY 2022/2023 federal funding through ACOG is insufficient. Mr. O'Leary said an alternative funding proposal would be to obtain $11,500,000 through the American Rescue Plan Act of 2021 or 2021 "Build Back Better" Infrastructure Plan. He said if funding is obtained, design and ROW acquisition should be complete in June 2021; utility relocation will happen simultaneously with road construction; project bids should go out in August 2021; and construction is anticipated to begin in October 2021.

Mr. Darrel Pyle, City Manager, said between the American Rescue Act of 2021 and the 2021 Build Back Better Infrastructure Plan, the City is anticipating approximately $40 million for infrastructure needs from the federal government. He said Council will remain updated on the progress of those plans.

Councilmember Peacock asked how much money would be needed to begin Phase I and Mr. O'Leary said $8 million, but said when accepting federal funds, municipalities are required to match those funds and he cautioned against spending funds prior to having matching federal funds in the bank.

Councilmember Holman said this project has been needed for several years and having served as the alternate for Mayor Clark at ACOG, he has witnessed first hand the changes made to the ranking system. He said Norman has been very successful in obtaining federal funding for many years, but other cities are beginning to aggressively compete for that money making it more difficult for Norman. He believes Staff has done every single thing they can possibly do to do get this project funded.

Councilmember Hall asked what is it is about this project that just does not seem to score as well as expected and Mr. O'Leary said the project does not carry much traffic relative to other projects applied for. He said the ACOG program is designed to make roads safer and there are very few safety factors with this project. He said Norman used to receive a lot of points for being shovel ready, but now ACOG gives zero points for shovel readiness so this has really tipped the scale for Norman.

Councilmember Foreman asked if ACOG is aware this project had voter backing and Mr. Pyle said yes, it was always anticipated that a large federal match would be required and having voter approval made the project more competitive when applying for federal funding.

Councilmember Petrone asked how long the project construction would take once funding is obtained and Mr. O'Leary said approximately 18 months depending on weather conditions.

Councilmember Peacock said inflation costs have increased since 2012, so is Staff still confident in the construction cost estimate and Mr. O'Leary said yes, but the sooner the project can be started the better.

Item 1, continued:

Mayor Clark said she would like to continue to look for federal funding and hopes the infrastructure package from the government is everything expected.

Items submitted for the record

1. PowerPoint entitled, "36th Avenue NW Bond Project Update," dated March 30, 2021

Item 2, being:

DISCUSSION REGARDING THE OPERATOR FOR THE SENIOR WELLNESS CENTER.

Ms. Kathryn Walker, City Attorney, said Staff has been in negotiations for an operator of the Senior Wellness Center and tonight is just an update on those negotiations. She said this project was approved as part of NORMAN FORWARD (NF) projects in 2015. The initial funding was $7.6 million and in October 2019, Council allocated an additional $4.8 million after the City received federal reimbursements for other unrelated budgeted expenses. After the increase in funding, Council approved an amendment with Frankfurt-Bruza Associates to accommodate the design and construction of the facility on approximately 4.7 aces on the southeast corner of Norman Regional Hospital's Porter Avenue Wellness Village Campus. In November 2020, Staff released a Request for Proposal related to operation of the facility, interviews were later conducted, and Staff began negotiations with Healthy Living & Fitness, Inc. (Operator), an operator of one of Oklahoma City's senior wellness centers.

Ms. Walker said negotiations have been ongoing and resulted in a Memorandum of Understanding (MOU) with terms to finalize prior to action by Council. The terms of the MOU were presented to the NF Citizen's Financial Oversight Board on March 29, 2021. Included in the draft MOU are important terms agreed on by the parties now as well as reference to future terms that will be determined and included in the final Lease and Management Agreement. The MOU specifies the leased premises will be used as a Senior Wellness Center and open to the public.

Ms. Walker said the Operator will operate, manage, and maintain the property for a five-year term, with the possibility of renewal. Because the Senior Wellness Center is not anticipated to be a revenue generator in the same way as the Multi-Sport and Indoor Aquatic Facility, a subsidy from the City is anticipated, particularly in the early years of operation as the Operator builds its membership and through fundraising. The subsidy in the first five-year term will not exceed $125,000 annually, which represents the current annual Senior Center budget, minus personnel who will be moved to other functions once the facility opens.

Item 2, continued:

Ms. Walker highlighted the types of assistance anticipated during the first five years of operation as follows:

- ✓ Utility Assistance: The City will cover a specified portion of the utility costs at a decreasing rate over the first three years of operation. (100% the first year, 60% the second year, and 30% the third year).
- ✓ Janitorial Services: The City will provide janitorial services during the first three years of operation.
- ✓ Lawn and Landscaping Services: The City will provide all lawn and landscaping services during the first five years of operation.
- ✓ Pool Maintenance: The City will provide all pool maintenance during the first five years of operation.

Operational subsidies will be reexamined each year in light of the Operators revenues and expenses, which may result in an amendment to the anticipated annual subsidy, subject to approval by Council. The Operator will be responsible for all routine maintenance and general repair costs of the facilities and equipment in or on the leased premises and the City will be responsible for certain capital items, i.e., furniture, fixtures, equipment valued at over $5,000 with an expected life of more than one year, etc. Additional details regarding attached fixtures such as heat and air units, boilers, pumps, etc., that may be valued at less than $5,000 will be included in the final Lease and Management Agreement.

The City will own all assets, including anything the Operator obtains permission to construct that cannot be removed without damage to the premises. If the lease expires or terminates, the Operator will provide the City with any data related to users of the facility. The Operator may sublease the leased premises only upon written permission of the City Manager and only if any lessee complies with the contract provisions and the facility maintains its intended purpose and use.

Ms. Walker said the Operator will set forth times, types of classes and services offered within the facility, and will work to obtain community and user input to determine what additional programs and services may be offered. The Operator will determine reasonable user fees, which must include a sliding scale fee schedule based on income levels, available user fee assistance, etc. The fee schedule will be reviewed and approved by the City Manager and the Operator will retain the fees to fund the management and operation of the facility.

The Operator will be required to provide quarterly and annual reports that provide information about the service offered, the utilization of those services, financial reports, etc. The City has the right to audit the programs, services, financial records as long as notice is provided at least five business days in advance. The Operator will be required to maintain a variety of insurance to its occupation and operation of the facility and will be required to name the City of Norman as an additional insured.

Item 2, continued:

Councilmember Holman said this agreement seems to be in line with agreements the City has with Pioneer Library Systems for the operation of the libraries and proposed agreements for the Multi-Sport and Indoor Aquatic Facility.

Councilmember Peacock asked if Oklahoma City is providing a similar subsidy for the operation of their wellness facility and Ms. Walker said she will review their contract and send that information to Council.

Councilmember Peacock asked if the City will be responsible for capital items into perpetuity and Ms. Walker said yes, because the building is ultimately the City's.

Councilmember Hall asked if the City always anticipated subsidizing the wellness facility and Mr. Foster said yes, the City anticipated subsidizing the first few years. He said this is a very common practice with other organizations the City contracts with to help the program get started then phasing out when the program is self-supporting.

Councilmember Hall said she was glad to see a sliding fee schedule, but did not see anything in the MOU regarding scholarships or waiving fees for citizens that are not able to pay anything. Mr. Foster said membership fees recommended by the NF Citizen's Financial Oversight Board was $50 per couple and $30 per individual as well as using federal poverty guidelines to offer scholarships. He said private fundraising can be done as well to offset costs, if needed.

Councilmember Nash asked about the anticipated membership and Ms. Walker said the Operator is projecting 1,100 members in the first year, 1,850 members the second year, 2,350 members the third year, and up to 3,000 by the fifth year.

Councilmember Nash asked how long the Operator has been operating wellness facilities and Ms. Walker said the non-profit was formed in 2015, and they contracted with Oklahoma City in 2017. Councilmember Nash asked what would happen if the Operator chose not to renew and Ms. Walker said the City would find another Operator. Councilmember Nash asked if Staff is comfortable with the Operator being able to operate this facility and Mr. Anthony Francisco, Director of Finance, said yes, the Operator is taking a risk of loss because if their expenses are exceeding their revenues, they would be in the position of having to reduce expenditures.

Councilmember Petrone said she would like to explore creating a foundation to provide scholarships.

Items submitted for the record

1. Memorandum dated March 26, 2021, from Kathryn Walker, City Attorney, to Honorable Mayor and City Councilmembers
2. Contract K-2021-109 - Draft Memorandum of Understanding with Healthy Living & Fitness, Inc.

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The meeting was adjourned at 7:08 p.m.

ATTEST:

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City Clerk Mayor

CITY COUNCIL STUDY SESSION MINUTES

April 6, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a virtual study session at 5:30 p.m. in the Municipal Building Council Chambers on the 6th day of April, 2021, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Foreman, Hall, Holman, Nash, Petrone, Peacock, Mayor Clark
ABSENT:	Councilmember Bierman

Item 1, being:

DISCUSSION WITH NORMAN ARTS COUNCIL REGARDING PUBLIC ART IN NORMAN.

Ms. Erinn Gavaghan, Norman Arts Council (NAC) Director, said on April 12, 2016, the City of Norman contracted with the NAC to administer one-percent (1%) of NORMAN FORWARD (NF) sales tax designated for public art on NF projects. She highlighted how NAC operates in conjunction with the City on NF projects as follows:

- Selection Process
  - Research into projects of similar scale and purpose
  - Assembling a Project Team to craft Request for Quotes (RFQ)
- Selection Process
  - Assembling a Selection Panel to review submissions and proposals
  - Recommend selected project
- Execution and Installation
  - Coordination between City and Artist
  - Facilitate design review
- Public Engagement and Education

Five projects that have been completed or are in process include *Splash* at Westwood Swim Complex - $100,000; *Prairie Wind* at East Library - $32,000; *Unbound* at Central Library - $230,000; *Triptych* at Ruby Grant Park - $50,000; and *In Their Words* at Andrews Park - $15,000.

Upcoming NF Art Projects and budgets include Griffin Park - $110,000; Indoor Aquatic and Multi-Sport Facility - $225,000; Reaves Park - $100,000; and Saxon Park - $20,000.

Ms. Gavaghan said the budget was $1.2 million and expenses to date total $933,000 with a remaining balance of $267,000 that could be spent on other potential projects such as the Senior Wellness Center and establishing Ruby Grant Park as a Sculpture Park. A Sculpture Park would require approximately ten concrete pads arranged throughout the park where various sculpture pieces could be rotated in and out of the park.

Mayor Clark said NAC has done an amazing job of selecting art pieces for NF projects and thanked them for their hard work.

Mayor Clark said there seems to be consensus among Council to use some of the remaining funds for public art at the Senior Wellness Facility as well as discussing the establishment of a Sculpture Park at Ruby Grant Park.

Mayor Clark would like to have more art on the east side of Norman to be more equitable in Norman's art.

Items submitted for the record

1. PowerPoint entitled, "NORMAN FORWARD 1% for ART," dated April 6, 2021

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The meeting was adjourned at 6:45 p.m.

ATTEST:

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City Clerk Mayor

CITY COUNCIL CONFERENCE MINUTES

May 11, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a virtual conference at 5:30 p.m. in the Municipal Building Council Chambers on the 11th day of May, 2021, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Foreman, Hall, Holman, Petrone, Councilmember-Elect Schueler, Councilmember-Elect Studley, Mayor Clark
ABSENT:	Councilmembers Bierman and Nash

Item 1, being:

DISCUSSION REGARDING A PROPOSED CONVERSION THERAPY ORDINANCE FROM THE HUMAN RIGHTS COMMISSION.

Ms. Cinthya Allen, Chief Diversity and Equity Officer, introduced Mr. Sage Mauldin, Chair of the Human Rights Commission (HRC). Mr. Mauldin said speakers tonight include Mr. Michael Robertson, President of Norman Parents, Families, and Friends of Lesbians and Gays (PFLAG); Mr. Nathaniel Smith, President of Norman Pride; Ms. Dixie Quigley, Vice-President of Norman Pride; and Mr. Anthony Purinton, Assistant City Attorney. He said tonight's discussion will focus on the HRC's recommended conversion therapy amendments to the City Code and why the City of Norman should take action to protect Lesbian, Bisexual, Gay, Transgender, and Queer (LBGTQ) youth.

Mr. Robertson read a letter from Norman Pride Board of Directors and Norman PFLAG Board of Directors to Council. He said Norman stands as a beacon of hope for LGBTQ+ individuals and is a place that welcomes and celebrates diversity, but Norman must take a firm stand for the rights of LGBTQ+ youth by banning Sexual Orientation Change Efforts and so-called "conversion therapy." He said since 1998, the American Psychiatric Association (APA) has opposed the use of conversion therapy and bases their views on a longstanding knowledge that identifying as LGBTQ+ is not a mental disorder. Attempts to change an individual's sexuality or gender identity are not only futile and ineffective, they are also extremely dangerous. All major counseling associations have renounced conversion therapy and prefer to use the term "Sexual Orientation Change Efforts." He said those that provide therapeutic mental health services feel the word "therapy" should be reserved for services that heal.

Sexual Orientation Change Efforts often lead to increased self-esteem issues, self-harm, and even more severe consequences including increased substance abuse, suicidal ideation, and risky behaviors. Sexual Orientation Change Efforts continue to exist due to an ill-informed public with biases and fears filling hearts and minds. Professionals who practice these efforts and those who

support them in their use are continuing to stigmatize and attempting to erase LGBTQ+ individuals. He said the City should not stand by while state lawmakers attempt to lay claim to the lives of children on the grounds of "parental and religious rights."

Mr. Robertson said Norman has the opportunity to be on the right side of history as well as a safe haven of hope and love. The HRC recommendations are not just about optics and symbolism, they are about protecting children from reckless and harmful practices so that is why the HRC is requesting an ordinance be passed to prohibit licensed professionals from practicing conversion therapy on LGBTQ+ youth in Norman.

Mr. Smith said conversion therapy is the pseudoscientific practice of trying to change an individual's sexual orientation or gender identity. There is no reliable evidence that sexual orientation can be changed and medical institutions warn that conversion therapy practices are ineffective and potentially harmful. According to a 2009 report of the APA, the techniques of therapists who have used conversion therapy or tried to change sexual orientation or gender identity include inducing nausea, vomiting, and paralysis; viewing homo erotic images; electrical shock; snapping elastic bands on wrist when thinking of same sex erotic images or thoughts; trying to make patients' behavior more stereotypically feminine or masculine; teaching heterosexual dating skills; and using hypnosis to redirect desires. All these practices are based on the idea that being LGBTQ+ is a defect. He said these practices do not work and are based on an outdated and false notion that being LGBTQ+ is a mental illness that needs to be cured despite all major medical associations' agreement that having a LGBTQ+ identity is a normal variant of human nature. The APA has not treated homosexuality as a mental illness since 1973 and has scientifically valid research that indicates it is unlikely that individual's will be able to reduce same sex attractions or increase other sexual attractions through Sexual Orientation Change Efforts. In fact, the practice can cause depression, guilt, helplessness, shame, social withdrawal, substance abuse, overall stress, disappointment, self-blame; decrease self-esteem; increase self-hatred, blame towards parents, feelings of anger and betrayal, problems with sexual and emotional intimacy, high risk sexual behaviors, and a feeling of being dehumanized and untrue to oneself. He said a staggering number of LGBTQ+ youth are being subjected to conversion therapy and zero percent of Oklahoma youth is being protected from conversion therapy.

Mr. Smith said six out of ten mental health providers in Norman practice or condone the use of conversion therapy. There are currently 20 states that have laws that ban conversion therapy and passing this ordinance would make Norman the first city and the only city in Oklahoma to start protecting their LGBTQ+ youth.

Ms. Quigley said the National Center for Lesbian Rights advised the HRC not to disclose the names of specific locations or providers, but to focus on the task at hand. She said Norman Pride contacted 13 licensed health providers in Norman and of those responding, two agreed to put her on their wait list; two recommended other providers or organizations that support or may provide conversion therapy; one said they did not accept adolescent patients; one stated they did not perform conversion therapy and explained that homosexuality can often be attributed to factors like sexual assault or abuse; one stated they were unable to provide that type of service; three recommended LGBTQ+ affirming services or organizations; but only one of those three explicitly

stated they do not consider LGBTQ+ to be a mental illness. She said it is critical for Norman to take action now to protect its LGBTQ+ youth.

Mr. Anthony Purinton, Assistant City Attorney, said the proposed ordinance amendment follows the use-of-funds approach. This approach was used because (1) any fine imposed by the City would necessarily be criminal, rather than civil, in nature; and (2) the City does not have a relevant licensing scheme. The relevant changes amend Chapter 7 of the City's Code, which deals with Civil Rights. The definition of conversion therapy was the only necessary addition and is consistent with almost every definition adopted by other states and municipalities.

Mr. Purinton highlighted amendments to Chapter 7 of the Code of Ordinances as follows:

Section 7-103. Conversion Therapy

"Conversion therapy" means any practice or treatment that seeks to change a person's sexual orientation or gender identity, including, but not limited to, any effort to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward persons of the same sex.

"Conversion therapy" does not mean:

(a) counseling or mental health services that provide acceptance, support and understanding of a person without seeking to change sexual orientation or gender identity, or

(b) mental health services that facilitate a person's coping, social support, or sexual orientation or gender identity exploration and development, including, but not limited to, an intervention to prevent or address unlawful conduct or unsafe sexual practices, without seeking to change sexual orientation or gender identity.

Section 7-111. – Conversion Therapy – Use of City Funds Prohibited

No public funds shall be appropriated, applied, donated, or used, directly or indirectly, for the use, benefit, or support of any individual, organization, or entity who practices in or offers conversion therapy to any person under eighteen (18) years of age, or to a consumer that is subject of a conservatorship, regardless of age.

Items submitted for the record

1. Memorandum dated May 6, 2021, from Anthony Purinton, Assistant City Attorney, and Cinthya Allen, Chief Diversity and Equity Officer, through Kathryn Walker, City Attorney, to Honorable City Councilmembers
2. Proposed Legislatively notated copy of Ordinance O-2021-45
3. Proposed Ordinance O-2021-45 (clean)
4. Information regarding Conversion Therapy from San Francisco State University
5. Letter dated September 24, 2020, from Norman Pride Board of Directors and Norman FLAG Board of Directors to Mayor Clark, Members of the Norman City Council, and Human Rights Commission

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The meeting was adjourned at 6:00 p.m.

ATTEST:

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Deputy City Clerk Mayor

FINANCE COMMITTEE MINUTES
June 17, 2021

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met virtually at 4:00 pm in the Municipal Building Executive Conference Room on the 17th day of June, 2021, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster, 24 hours prior to the beginning of the meeting.

PRESENT: Mayor Clark, Members Nash, Studley, and Hall

ABSENT: none

OTHERS PRESENT: City Council Member Foreman
Darrel Pyle, City Manager
Anthony Francisco, Director of Finance
Kathryn Walker, City Attorney
Jason Olsen, Director of Parks and Recreation
Kim Coffman, Budget Manager
Jacob Huckabaa, Budget Technician
Jane Hudson, Director of Planning
Mindy Wood, Norman Transcript

Item 1, being:

DISCUSSION REGARDING PROJECTED COST OVERRUNS FOR THE YOUNG FAMILY ATHLETIC CENTER AND THE SENIOR WELLNESS CENTER.

Jason Olsen gave the presentation on project overruns. He stated that a lot of materials have gone up exponentially, which have increased the total costs of the Young Family Athletic Center and the Senior Wellness Center projects. We have worked with architects and construction managers to make cosmetic and design changes to makeup the discrepancies in costs due to material cost increases.

Council Member Hall asked if it will be possible to expand the pool in the Young Family Athletic Center in the future. Olsen stated we would not be able to expand the currently designed pool, but we would instead add an additional pool if funding was made available, along with additional spectator seats.

Anthony Francisco stated that we are about to pay off the bonds that were issued from the Westwood Golf Course, which will be about $400,000 per year available to the Parks Department. We asked the advisory team how much we could finance with that available, and were told about $3.8 million. He is hoping to get an ok from the Finance Committee to proceed with that and present the financing package to the City Council. This closes the gap to about $1.4 million for the Young Family Athletic Center.

Mayor Clark suggested we move quickly on this due to potentially rising interest rates. By a consensus, the Committee directed to move this financing forward to the next step.

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Item 2, being:

SUBMISSION OF THE REVENUE/EXPENDITURE REPORTS

Anthony Francisco gave the update. He stated that the General Fund is right on budget for the year, and we had another record month in sales tax collection, at 42% up.

Items submitted for the record:

1. Summary of Major Fund Revenue Sources vs. Budget FYE 2021 as of May 31, 2021
2. Summary of Major Fund Expenditures vs. Budget FYE 2021 as of May 31, 2021
3. Appropriations from Fund Balance FYE 21
4. General Fund Transfers over $50,000 between Expenditure Categories FYE 21 May 2021
5. Norman Forward Sales Tax Financial Reports
6. Inter-City Sales Tax Growth Comparison

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Item 3, being:

SUBMISSION OF THE REPORT ON OPEN POSITIONS

Francisco stated that Gala Hicks wanted him to inform the Committee that we have received applications for the Sustainability Coordinator position in the Water Reclamation Utility.

Mayor Clark asked where we are in the process of finding a new Chief Communications Officer. City Manager Pyle stated we are looking actively for someone to fill the position. We are hoping to start interviews in about 3 weeks.

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Item 4, being:

MISCELLANEOUS COMMENTS

None at this time.

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ATTEST:

Deputy City Clerk

Mayor

CITY OF NORMAN, OK
CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman, OK 73069
Tuesday, July 27, 2021 at 5:00 PM

MINUTES

CALL TO ORDER

PRESENT
Mayor Breea Clark (arrived at 5:25 p.m.)
Councilmember Ward 1 Brandi Studley
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Kelly Lynn
Councilmember Ward 4 Lee Hall
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 8 Matthew Peacock

ABSENT
Councilmember Ward 7 Stephen Holman

1. DISCUSSION REGARDING CONTRACT K-2122-19 FOR THE SOUTHEAST LIFT STATION.

Mr. Nathan Madenwald, Utilities Engineer, provided background information leading up to the consideration of the Southeast Lift Station. He said proposed development in southeast Norman, often referenced as Destin Landing, will require three lift stations for sewer service. These proposed lift stations would be in addition to the existing Summit Valley Lift Station that is located upstream in the same drainage basin.

Staff has previously updated the wastewater model to project flows generated from full build-out of the Destin Landing Development in SE Norman. A series of interceptors as well as one large lift station can eliminate one existing and three proposed lift stations in southeast Norman.

He said there is a contract with Search, LLC, on the regular agenda this evening. The contract will provide preliminary design services for the lift station to properly size the station, identify land for acquisition, and determine routing for gravity and force mains. Final design, bidding, construction administration, and as-built services would be by potential future amendment. He said the preliminary design will be completed within approximately 30 days.

* * * * *

2. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(2) TO DISCUSS NEGOTIATIONS CONCERNING EMPLOYEES AND REPRESENTA-TIVES OF EMPLOYEE GROUPS; AS AUTHORIZED UNDER TITLE 25 § 307(B)(4) TO DISCUSS PENDING LITIGATION ASSOCIATED WITH PATRICIA THOMPSON VS. NORMAN REGIONAL HOSPITAL, ET AL., CLEVELAND COUNTY COURT CASE NO. CIV-19-113-SLP; AND AS AUTHORIZED UNDER TITLE 25 § 307(B)(3) TO DISCUSS THE POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AT 207 EAST GRAY STREET.

The Special Session was adjourned out of and an Executive Session convened at 5:13 p.m.

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

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

Those in attendance in the Executive Session include Mr. Darrel Pyle, City Manager; Ms. Gala Hicks, Human Resources Director; Ms. Kathryn Walker, City Attorney; and Mr. Rickey Knighton, Assistant City Attorney.

The Executive Session was adjourned out of and the Special Session was reconvened at 6:33 p.m.

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

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

Mayor Clark said negotiations concerning employees and representatives of employee groups and pending litigation associated with the Patricia Thompson Court Case, and the possible purchase of real property located at 207 East Gray Street were discussed in Executive Sessions. No votes were cast and no action was taken.

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ADJOURNMENT

The meeting adjourned at 6:34 p.m.

_____ _____

Mayor City Clerk

CITY OF NORMAN, OK
CITY COUNCIL REGULAR MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, August 24, 2021 at 6:30 PM

MINUTES

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

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

CALL TO ORDER

The meeting was called to order at 6:30 p.m.

ROLL CALL

PRESENT

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

PLEDGE OF ALLEGIANCE

Mayor Clark led the Pledge of Allegiance.

APPROVAL OF MINUTES

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

   CITY COUNCIL CONFERENCE MINUTES OF JULY 28, 2020
   CITY COUNCIL CONFERENCE MINUTES OF SEPTEMBER 8, 2020
   CITY COUNCIL CONFERENCE MINUTES OF FEBRUARY 23, 2021
   CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF APRIL 22, 2021
   CITY COUNCIL SPECIAL SESSION MINUTES OF MAY 4, 2021
   CITY COUNCIL SPECIAL SESSION MINUTES OF AUGUST 3, 2021
   CITY COUNCIL MINUTES OF AUGUST 10, 2021
   NORMAN UTILITIES AUTHORITY MINUTES OF AUGUST 10, 2021
   NORMAN MUNICIPAL AUTHORITY MINUTES OF AUGUST 10, 2021
   NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 10, 2021

   The Minutes Were Approved.

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

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

   Items Submitted for the Record
   1. City Council Staff Report from Brenda Hall, City Clerk
   2. City Council Conference minutes of July 28, 2020
   3. City Council Conference minutes of September 8, 2020
   4. City Council Conference minutes of February 23, 2021
   5. City Council Community Planning and Transportation Committee minutes of April 22, 2021
   6. City Council Special Session minutes of May 4, 2021
   7. City Council Special Session minutes of August 3, 2021
   8. City Council minutes of August 10, 2021
   9. Norman Utilities Authority minutes of August 10, 2021
   10. Norman Municipal Authority minutes of August 10, 2021
   11. Norman Tax Increment Finance Authority minutes of August 10, 2021

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PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-3: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, AUGUST 26, 2021, AS WOMEN'S EQUALITY DAY IN THE CITY OF NORMAN.

   Receipt of the Proclamation was Acknowledged.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 2 Schueler.

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

Items Submitted for the Record

1. City Council Staff Report dated August 10, 2021, from Brenda Hall, City Clerk
2. Proclamation P-2122-3

Participants in discussion

1. Ms. Rhonda Stock, Chairman of Women in Action for All, accepted the proclamation and thanked the Council

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COUNCIL ANNOUNCEMENTS

Fire Hydrant Problem. Councilmember Studley thanked Richie Anderson, a Norman resident who is in a wheelchair, who travels regularly on Gray Street. She said he had notified City Council to complain about a new fire hydrant which had been installed within the sidewalk on Gray Street creating a hazardous area for him to pass. She said all requirements for installation had been followed and approved but it had created a problem for him and others to navigate. She thanked the City Manager for alerting staff and taking care of the problem quickly.

*

Council Contact Information. Councilmember Studley said her email address is Ward1@normanok.gov and her cell phone number is 405-876-9170 and encouraged constituents to contact her if there are any issues or problems they want to report.

Councilmembers Hall and Holman said they welcomed calls and emails as well.

*

Issues in Ward 4. Councilmember Hall said she has been focusing on several issues in Ward 4 regarding streets, parking, and sidewalks. She thanked Mr. Shawn O'Leary, Director of Public Works, for patiently working through the list of items that needed to be addressed.

*

The Neighborhood Alliance. Councilmember Hall said in July, City Council approved a contract with the Neighborhood Alliance and she has added a form to her Councilmember Page and Ward 4 Facebook page to allow people to become involved with the Neighborhood Alliance and encouraged people interested in participating in the focus group to fill out the form.

*

Council Announcements, continued:

Voter Registration. Councilmember Hall thanked City Staff for having Voter Registration Forms available at City Hall.

*

Ride the Bus. Councilmember Hall said every Friday during the month of September, residents are invited to ride the public buses. She said Bus Stop 4117 at Webster Avenue and Tonhawa Street, will have staff members available to allow people to have the opportunity to talk to a staff member.

Mayor Clark said she will be riding the bus on Friday, September 3rd.

*

Carrie Evenson. Councilmember Hall said the City of Norman will be losing Dr. Carrie Evenson, Stormwater Program Manager, who has taken another job and leaving the City of Norman. She said she will be missed.

*

Town Hall Meeting for Ward 5. Councilmember Tortorello announced that the Ward 5 Town Hall Meeting will be Saturday, August 28th, at Little Axe Community Center at 10:00 a.m. He said they will be discussing well water issues.

*

One Year Since Passing of David Perry. Councilmember Foreman said she wanted to acknowledge the one year passing of Former Councilmember David Perry, Ward 2, and wanted his family to know that her thoughts are with them.

*

Ward 7 Meeting. Councilmember Holman thanked residents of Cobblestone Creek who came to the Ward 7 Meeting last weekend. He said some of the residents are wanting to install a fence at the end of the cul-de-sac. He thanked City Staff for coming to the meeting to explain the process that the property owners will need to take to get this achieved.

*

Jenkins Improvements. Councilmember Holman said improvements to Jenkins Avenue will be done from Lindsey Street almost all the way to Lloyd Noble Center. He thanked the residents of this area for requesting a meeting with him to address some of their concerns about the project. He discussed the issues with City Staff and is looking forward to meeting with the residents on Jenkins.

*

Council Announcements, continued:

Community Planning and Transportation Committee Meeting (CPT). Councilmember Holman encouraged attendance to the CPT meeting on Thursday, August 25th, at 4:00 p.m.

*

Campus Corner Parking. Councilmember Holman announced that Mr. Darrel Pyle, City Manager, was able to address an issue on Campus Corner with parking. He said new parking meters were installed that are a bit bigger than the old ones but there are less of them. He said payment could be made with a phone. He said one parking meter had been placed right in front of a business door and the door opened outward so it was moved to a different location very quickly.

*

Closed Captioning. Councilmember Peacock said the City of Norman is now providing "live closed captioning" for meetings that are streamed. He said if there are any questions regarding accessibility please contact the ADA Technician at 405-366-5424. He commended staff's efforts in getting this done.

*

Summer Breeze. Mayor Clark thanked the Depot and all of the volunteers that made the Summer Breeze Concert Series a reality.

*

Teen Book Club. Mayor Clark said this week she has a virtual Teen Book Club on Thursday, August 26th, at 6:00 p.m., and the book is *This is My Brain in Love*. She said registration for the event can be done on the Pioneer Library System Website.

*

Move with the Mayor. Mayor Clark said “Move with the Mayor” will be at Westwood Golf Course on Saturday, August 28th, at 9:00 a.m. She said the Westwood Golf Pro, Rick Parrish, will be providing instructions on how to pitch, putt, and drive. She said range balls and golf clubs will be provided on request.

*

Student Resident Roundtable. Mayor Clark said Monday, August 29th, will be the first Student Resident Roundtable for grades 6-12. She said she is excited to talk to some young Normanites about how to improve our community.

*

Council Announcements, continued:

No Meeting September 7th. Mayor Clark announced there will be no City Council Meeting on Tuesday, September 7th, to allow the City Council to attend the Oklahoma Municipal League Conference.

*

Labor Day. Mayor Clark wished everyone a happy and safe labor day holiday.

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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 3 through Item 20 be placed on the consent docket.

Item 3 through Item 20 were placed on the Consent Docket.

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

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

Item 3 through Item 20 were approved on the Consent Docket.

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

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

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Appointments

3. CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE 2021-2022 CITY OF NORMAN YOUTH COUNCIL NOMINATIONS.

   Nominations of Jackson Baden, Aubrey Baker, Noah Bui, Daniel Dobson, Destiney Hopkins, Jaxon Horn, William Nichols, Aspen Osgood, Harrison Powers, Aimee Ringer, Irie Rogers, and Jaxton Voto were confirmed.

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

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

   Items Submitted for the Record
   1. City Council Staff Report dated August 24, 2021, from Jeanne Snider, Assistant City Attorney

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4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE MAYOR' APPOINTMENTS AS FOLLOWS:

   HUMAN RIGHTS COMMISSION
   TERM: 08-24-21 TO 07-13-24: MICHAEL KIHEGA, WARD 6

   NORMAN HOUSING AUTHORITY
   TERM: 08-24-21 TO 11-21-22: LEE LAWRENCE, WARD 8

   PUBLIC SAFETY OVERSIGHT COMMITTEE
   TERM: 08-24-21 TO 02-10-24: GREGORY GILKEY, WARD 3
   TERM: 08-24-21 TO 02-10-23: RUSSELL RICE, WARD 2

   REAPPORTIONMENT COMMISSION
   KATHERINE LEIDY, WARD 3

   The Appointments were Confirmed.

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

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

Items Submitted for the Record
1. City Council Staff Report dated August 24, 2021, from Brenda Hall, City Clerk

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Reports/Communications

5. SUBMISSION AND ACKNOWLEDGEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JULY 31, 2021, AND DIRECTING THE FILING THEREOF.

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

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

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

Items Submitted for the Record
1. City Council Staff Report dated August 24, 2021, from Anthony Francisco, Finance Director
2. Finance Director's Investment Report as of July 31, 2021

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6. SUBMISSION AND ACKNOWLEDGEMENT OF RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JULY, 2021, AND DIRECTING THE FILING THEREOF.

Receipt of the Monthly Departmental Reports was Acknowledged.

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

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

Items Submitted for the Record
1. City Council Staff Report dated August 24, 2021, from Stacey Parker, Executive Assistant
2. Monthly Departmental Report for the month of July, 2021

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Authorization for Purchase

7. ACTING AS THE NORMAN UTILITIES AUTHORITY, CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN AUTHORIZATION TO PURCHASE ONE (1) HORIZONTAL WOOD GRINDER FROM ROTOCHOPPER, INC., IN THE AMOUNT OF $805,476 UTILIZING GENERAL SERVICE ADMINISTRATION (GSA) CONTRACT GS-30F-004DA.

   Acting as the Norman Utilities Authority, the purchase of a Horizontal Wood Grinder was approved.

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

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

   Items Submitted for the Record
   1. City Council Staff Report dated August 24, 2021, from Rachel Croft, Staff Engineer
   2. Quotation 37620 from General Service Administration Contract GS-30F-004DA from Rotochopper, Inc., in the amount of $761,476

   Participants in discussion
   1. Mr. Chris Mattingly, Director of Utilities

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Donation

8. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DONATION IN THE AMOUNT OF $9,985 FROM THE CLEVELAND COUNTY JUSTICE AUTHORITY ACTING AS THE CLEVELAND COUNTY PUBLIC SAFETY TAX COMMITTEE TO BE USED TO PURCHASE AIR BAGS AND CHEMICAL MONITORS FOR FIRE STATIONS 5 AND 6 AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

   The Donation was Accepted.

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

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

   Items Submitted for the Record
   1. City Council Staff Report dated August 24, 2021, from Joel Chesser, Assistant Fire Chief

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9. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF $45,965.21 FROM THE CLEVELAND COUNTY JUSTICE AUTHORITY ACTING AS THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMISSION TO BE USED TO PURCHASE ONE (1) ZOLL X SERIES CARDIAC MONITOR FOR THE NORMAN FIRE DEPARTMENT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

   The Donation was Accepted.

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

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

   Items Submitted for the Record
   1. City Council Staff Report dated August 24, 2021, from Justin Garrett, EMS Director

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Contracts

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-6: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RDNJ, L.L.C., D/B/A A-TECH PAVING DECREASING THE CONTRACT AMOUNT BY $44,624.51 FOR A REVISED CONTRACT AMOUNT OF $1,138,447.99 FOR THE FYE 2021 URBAN CONCRETE PROJECT, 2021 LOCATIONS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $56,922.41.

    Change Order No. One to Contract K-2021-6 was Approved and the Project was Accepted.

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

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

Items Submitted for the Record

1. City Council Staff Report dated August 24, 2021, from Joseph Hill, Streets Program Manager
2. Change Order No. One to Contract K-2021-6
3. Application and Certificate for Payment dated June 30, 2021, in the amount of $56,922.41 from A-Tech Paving
4. Invoice 4729RET dated June 30, 2021, in the amount of $56,922.41 from A-Tech Paving

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11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT CHANGE ORDER NO. TWO TO CONTRACT K-2021-9: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RDNJ, LLC., D/B/A A-TECH PAVING DECREASING THE CONTRACT AMOUNT BY $4,745.20 FOR A REVISED CONTRACT AMOUNT OF $989,517.59, FOR THE INTERSTATE DRIVE RECONSTRUCTION PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $49,475.88.

    Change Order No. Two to Contract K-2021-9 was Approved and the Project was Accepted.

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

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

    Items Submitted for the Record

    1. City Council Staff Report dated August 24, 2021, from Joseph Hill, Streets Program Manager
    2. Change Order No. Two to Contract K-2021-9
    3. Application and Certificate for Payment dated July 16, 2021, in the amount of $49,475.88 from A-Tech Paving
    4. Invoice 4720RET dated July 16, 2021, in the amount of $49,475.88 from A-Tech Paving

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12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-77: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND W.E.B. CONSTRUCTION INC., INCREASING THE CONTRACT AMOUNT BY $2,824.50 FOR A REVISED CONTRACT AMOUNT OF $340,824.50: FOR THE NORMAN WATER TREATMENT PLANT 36-INCH FILTER EFFLUENT PIPE IMPROVEMENTS PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $20,306.85.

    Acting as the Norman Utilities Authority, the Change Order was Approved and the Project was Accepted.

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

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

    Items Submitted for the Record
    1. City Council Staff Report dated August 24, 2021, from Ken Giannone, Capital Projects Engineer
    2. Change Order No. One to Contract K-2021-77
    3. Application and Certificate for Payment dated July 15, 2021, in the amount of $20,306.85 from W.E.B. Construction, Inc.
    4. Certificate of Final Completion dated July 22, 2021, from Thomas O. Crowley, P.E., Project Manager, Carollo Engineers, to Kenneth Giannone, P.E., City of Norman

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13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-32: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TRT ENTERPRISES, L.L.C., D/B/A STRATEGIC JANITORIAL SOLUTIONS, TO PROVIDE CUSTODIAL SERVICES FOR THE CITY'S PUBLIC TRANSPORTATION FLEET AND FLEET MAINTENANCE FACILITIES FOR THE TOTAL MONTHLY FEE OF $9,495.

    Contract K-2122-32 was Approved.

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

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

Items Submitted for the Record
1. City Council Staff Report dated August 24, 2021, from Mike White, Fleet Program Manager
2. Tabulation of Bids dated July 6, 2021, for Janitorial Services
3. Contract K-2122-32
4. Request for Quote RFQ-2122-9 for City of Norman Fleet Division Janitorial Services Contract

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14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-104: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND H&H PLUMBING AND UTILITIES, INC. DECREASING THE CONTRACT AMOUNT BY $3,225 FOR A REVISED CONTRACT AMOUNT OF $46,715 FOR THE 12TH AVENUE SE DRAINAGE IMPROVEMENTS NEAR SAWGRASS DRIVE PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

Change Order No. One to Contract K-2021-104 was Approved and the Project was Accepted.

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

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

Items Submitted for the Record
1. City Council Staff Report dated August 24, 2021, from Paul D'Andrea, Capital Projects Engineer
2. Change Order No. One to Contract K-2021-104
3. Project Location Map

Participants in discussion
1. Mr. Scott Sturtz, City Engineer

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15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-112: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY $156 FOR A REVISED CONTRACT AMOUNT OF $28,377 FOR THE 12TH AVENUE S.E. PAVING IMPROVEMENTS NEAR SAWGRASS DRIVE PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

    Change Order No. One to Contract K-2021-112 was Approved and the Project was Accepted.

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

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

    Items Submitted for the Record
    1. City Council Staff Report dated August 24, 2021, from Paul D'Andrea, Capital Projects Engineer
    2. Change Order No. One to Contract K-2021-112
    3. Project Location Map

    Participants in discussion
    1. Mr. Scott Sturtz, City Engineer

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16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-17, CONTRACT K-2122-26 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION, L.L.C., IN THE AMOUNT OF $192,420.50 FOR THE FYE 2022 24TH AVENUE N.W. SIDEWALK ACCESSIBILITY CONSTRUCTION PROJECT, PERFORMANCE BOND B-2122-29, STATUTORY BOND, B-2122-30 AND MAINTENANCE BOND MB-2122-18 AND RESOLUTION R-2122-20 GRANTING TAX-EXEMPT STATUS.

    The Bid was Awarded and Contract K-2122-26 was Approved.

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

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

Items Submitted for the Record
1. City Council Staff Report dated August 24, 2021, from Nate McNeely, Engineering Assistant
2. Tabulation of Bids dated August 5, 2021, for FYE 2022 Capital Improvement Project, 24th Avenue N.W.
3. Engineer's Cost Estimate
4. Project Location Maps, Zones 1 through 5
5. Contract K-2122-26
6. Performance Bond B-2122-29
7. Statutory Bond B-2122-30
8. Maintenance Bond MB-2122-18
9. Resolution R-2122-20

* * * * *

17. CONSIDERATION FOR APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-1920-32: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA EXTENDING THE TERM OF THE LEASE AGREEMENT FOR OFFICE SPACE, SERVICE BAYS, FLEET STORAGE, AND WAREHOUSE/GARAGE SPACE TO BE USED FOR PROVIDING TRANSPORTATION SERVICES UNTIL DECEMBER 31, 2021 OR UPON SUBSTANTIAL COMPLETION AND OCCUPATION OF THE NORTH BASE COMPLEX PROJECT, PHASE 1, BY THE CITY OF NORMAN.

Amendment No. Four to Contract K-1920-32 was Approved and the Project was Accepted.

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

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

Items Submitted for the Record
1. City Council Staff Report dated August 24, 2021, from Taylor Johnson, Public Transit Coordinator
2. Amendment No. Four to Contract K-1920-32
3. Contract K-1920-32 with Appendix A, Site Plan of Office Space, Shared/Non-Exclusive Space and Optional Office Space, and Appendix B, Facility Sharing Agreement

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18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-46: A SETTLEMENT AGREEMENT AND RELEASE BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MICHAEL W. GRIFFITH AND LISA C. GRIFFITH, HUSBAND AND WIFE, AND OWNERS OF CERTAIN PROPERTY LOCATED AT 5430 NW 36TH AVE, RESOLVING EMINENT DOMAIN ACTION CJ-2021-224 FILED IN THE OKLAHOMA DISTRICT COURT FOR CLEVELAND COUNTY REGARDING THE ACQUISITION OF CERTAIN PROPERTY INTERESTS NECESSARY FOR THE 36TH AVENUE N.W. BOND PROJECT.

    Contract K-2122-46 was Approved.

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

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

    Items Submitted for the Record

    1. City Council Staff Report dated August 24, 2021, from Elizabeth Muckala, Assistant City Attorney
    2. Contract K-2122-46 with Exhibit A, Permanent Easement and Temporary Driveway Easement, and Exhibit B, Cleveland County District Court Case CJ-2021-224(W), The City of Norman, Oklahoma, a Municipal Corporation, vs. Michael W. Griffith, Husband and Wife; Arvest Bank, an Arkansas Corporation; Jim Reynolds, in his Capacity as Cleveland County Treasurer; and the Board of County Commissioners of Cleveland County

* * * * *

19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-47: A RIGHT-OF-WAY LICENSE AND INDEMNITY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, (THE “CITY”) AND MICHAEL W. GRIFFITH AND LISA C. GRIFFITH, HUSBAND AND WIFE, REGARDING THE CONDITIONS FOR USE OF CERTAIN CITY RIGHT-OF-WAY FRONTING PROPERTY LOCATED AT 5430 36TH AVENUE NW.

    Contract K-2122-47 was Approved.

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

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

Items Submitted for the Record
1. City Council Staff Report dated August 24, 2021, from Elizabeth Muckala, Assistant City Attorney
2. Contract K-2122-47 with Exhibit A, Photograph of Property Right-of-Way and Aerial Map of the Property

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Resolutions

20. RESOLUTION R-2122-28: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ESTABLISHING THE NINE-ONE-ONE EMERGENCY TELEPHONE FEE RATE FOR CALENDAR YEAR 2022.

    Resolution R-2122-28 was Adopted.

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

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

    Items Submitted for the Record
    1. City Council Staff Report dated August 24, 2021, from Brenda Hall, City Clerk
    2. Resolution R-2122-28

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NON-CONSENT ITEMS

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-32: A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE NORMAN MUNICIPAL AUTHORITY (THE "AUTHORITY") ISSUING ITS ROOM TAX REVENUE NOTE, TAXABLE SERIES 2021 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE NOTE INDENTURE; AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; APPROVING AND AUTHORIZING THE EXECUTION OF A ROOM TAX AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO THE YEAR-TO-YEAR PLEDGE OF CERTAIN TRANSIENT GUEST ROOM TAX REVENUES; AND CONTAINING OTHER PROVISIONS RELATING THERETO..

    Resolution R-2122-32 was Adopted.

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

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

Items Submitted for the Record

1. City Council Staff Report dated August 24, 2021, from Anthony Francisco, Finance Director
2. Resolution R-2122-32 with Certificate of Authority Action
3. Memorandum dated August 24, 2021, from Anthony Francisco, Finance Director/NMA Treasurer, to Honorable Mayor and City Councilmembers and Honorable Trustees of the Norman Municipal Authority

Participant in discussion

1. Mr. Anthony Francisco, Finance Director

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22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2122-33: A RESOLUTION AUTHORIZING THE NORMAN MUNICIPAL AUTHORITY (THE "AUTHORITY") TO ISSUE ITS ROOM TAX REVENUE NOTE, TAXABLE SERIES 2021 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF $3,882,000; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF A ROOM TAX AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN TRANSIENT GUEST ROOM TAX REVENUES; APPROVING AND AUTHORIZING EXECUTION OF A NOTE INDENTURE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE NOTE INDENTURE; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Acting as the Norman Municipal Authority, Resolution R-2122-33 was adopted.

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

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

Item 22, continued:

Items Submitted for the Record
1. City Council Staff Report dated August 24, 2021, from Anthony Francisco, Finance Director
2. Resolution R-2122-33 with Certificate of Authority Action and Schedule A, Principal Payment Schedule
3. Memorandum dated August 24, 2021, from Anthony Francisco, Finance Director/NMA Treasurer, to Honorable Mayor and City Councilmembers and Honorable Trustees of the Norman Municipal Authority

Participant in discussion
1. Mr. Anthony Francisco, Finance Director

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With Consensus of Council, Item 25 was considered before Item 23.

25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2122-36: A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA SETTING AN EXPECTATION THAT RESIDENTS FOLLOW GUIDANCE FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION TO PREVENT THE SPREAD OF COVID-19, INCLUDING WEARING A MASK IN PUBLIC INDOOR SPACES AND GETTING A VACCINATION; AND AFFIRMING THE ABILITY OF BUSINESSES AND ORGANIZATIONS TO REQUIRE MASKS BEFORE ENTERING ITS SPACE.

    Resolution R-2122-36 was adopted.

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

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

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

    Items Submitted for the Record
    1. City Council Staff Report dated August 24, 2021, from Kathryn Walker, City Attorney
    2. Resolution R-2122-35

    Participant in discussion
    1. Dr. Dale Bratzler, D.O. MPH, University of Oklahoma (OU) Health Chief Quality Officer, OU Health Science Center
    2. Dr. Aaron L. Boyd, M.D., F.C.C.P, Norman Regional Health Systems
    3. Mr. Cody Giles, Ward 2, proponent
    4. Ms. Maggie Logue, Ward 5, protestant
    5. Mr. Frank Kump, Ward 2, protestant
    6. Ms. Kary Kemp, Ward 2, protestant
    7. Mr. Gary Barksdale, Ward 8, protestant

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23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $500,000 OF AMERICAN RESCUE PLAN ACT OF 2021 ENTITLEMENT FUNDS FROM THE SPECIAL GRANTS FUND BALANCE TO BE USED TO INCENTIVIZE COVID-19 VACCINATIONS.

Motion on the Floor to Adopt Resolution R-2122-34.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 1 Studley.

Items Submitted for the Record
1. City Council Staff Report dated August 24, 2021, from Anthony Francisco, Director of Finance
2. Resolution R-2122-34

Participant in discussion
1. Mr. Anthony Francisco, Finance Director
2. Mr. Darrel Pyle, City Manager
3. Mr. Jason Olsen, Director of Parks and Recreation
4. Ms. Katherine Cocks, Ward 1, made comments
5. Mr. Jesse Vaughn, Ward 4, protestant
6. Mr. Cody Giles, Ward 2, made comments
7. Mr. Daniel Munson, Ward 6, made comments
8. Ms. Maggie Logue, Ward 5, protestant
9. Ms. Courtni Loewer, Ward 5, made comments
10. Mr. Alex Torvi, Ward 6, made comments
11. Mr. Frank Kump, Ward 2, made comments
12. Mr. Gary Barksdale, Ward 8, protestant
13. Mr. Travis King, Fire Chief

Motion to postpone Resolution R-2021-34 until September 14, 2021

Motion made Councilmember Ward 3 Lynn, Seconded by Councilmember 7 Holman.

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

Participant in discussion
1. Mr. Frank Kump, Ward 2, proponent
2. Mr. Gary Barksdale, Ward 8, proponent

Resolution R-2122-34 was postponed until September 14, 2021.

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24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-35 APPROPRIATING $100,000 OF AMERICAN RESCUE PLAN ACT OF 2021 ENTITLEMENT FUNDS FROM THE SPECIAL GRANTS FUND BALANCE TO BE USED FOR THE FURTHERANCE OF THE NORMAN ARTS COUNCIL'S SUBGRANT PROGRAMS

The Resolution was Adopted.

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

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

Participant in discussion

1. Mr. Anthony Francisco, Finance Director
2. Ms. Erinn Gavaghan, Executive Director of Norman Arts Council
3. Mr. Cody Giles, Ward 2, proponent
4. Mr. Daniel Munson, Ward 6, made comments
5. Mr. Gary Barksdale, Ward 8, protestant
6. Mr. Cody Giles, Ward 2, made comments
7. Mr. Frank Kump, Ward 2, made comments

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26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-2 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 AN AUTOMOBILE SERVICE STATION (CAR WASH) IN THE C-1, LOCAL COMMERCIAL DISTRICT FOR LOT THREE (3), IN BLOCK ONE (1), OF PRAIRIE CREEK ADDITION, SECTION 5, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE SOUTHWEST CORNER OF 36TH AVENUE N.W. AND ROCK CREEK ROAD 2331 36TH AVENUE N.W.)

The Ordinance was adopted Upon Second Reading Section by Section.

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

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

Voting Nay: Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Item 26, continued:

Items Submitted for the Record

1. City Council Staff Report dated August 10, 2021, from Lora Hoggatt, Planning Services Manager
2. Ordinance O-2122-2
3. Location map
4. Planning Commission Staff Report dated July 8, 2021
5. Preliminary site development map
6. City of Norman Predevelopment Summary PD21-18 dated June 24, 2021, from Club Carwash Operating, 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 July 8, 2021

Participants in discussion

1. Mr. Kurtis Daniels, Cochran Engineering, engineer representing the applicant

The Ordinance was adopted Upon Final Reading as a Whole.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 3 Lynn.

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

Voting Nay: Councilmembers Holman and Peacock

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MISCELLANEOUS COMMENTS

Transportation to and from Little Axe. Ms. Guin Geyer, Ward 5, said she was the Special Education Teacher at Little Axe Schools and many families in the Little Axe area have need for transportation for their children who cannot drive but would like to have jobs in the Norman Community. She said with talks underway about revamping the current transit system, she would like City Council to consider adding a rural stop to the current bus system. She said it would help Little Axe residents have access to the marina, casino, grocery store, the University of Oklahoma, and Moore-Norman Technology Center.

*

Apology to City Attorney. Mr. Cody Giles, Ward 2, told Ms. Kathryn Walker, City Attorney, that he did not mean to impugn her legal ability to know whether something is legal or not. He said he has lived in this crazy town long enough to know that there are some crazy lawsuits filed against the city and he would hate for something good and well-intended like a vaccine incentive program to be another lawsuit.

*

Miscellaneous Discussion, continued:

Norman Arts Council. Mr. Cody Giles, Ward 2, thanked Council for approving the funding for Norman Arts Council. He said he is a Norman Arts Council Board member and is very appreciative.

*

Municipal Power Plant. Mr. Dan Munson, Ward 6, said he thought the reliability of electricity in Norman has reduced over the last few years. He said there are a lot more power outages and they are not only weather related. He said one business drawing a lot of electricity from the grid is medical marijuana and the largest medical marijuana producer in Oklahoma makes approximately 100 pounds a month. He said this is the perfect time to consider municipal power. He said there are 46 municipal power plants in Oklahoma and there is a significant federal infrastructure bill that will be spent soon. He said one of the items that is earmarked are transmission lines at a cost of $73 billion. He said the City of Norman should consider doing this now.

ADJOURNMENT

The Meeting was Adjourned at 9:23 p.m.

_____ _____

Mayor City Clerk

CITY OF NORMAN, OK
CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman, OK 73069
Tuesday, August 31, 2021 at 5:30 PM

MINUTES

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

CALL TO ORDER

The Meeting was called to order at 5:30 p.m.

AGENDA ITEMS

1. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(3) TO DISCUSS THE ACQUISITION OF REAL PROPERTY IN CONNECTION WITH THE GROUNDWATER BLENDING PROJECT.

   Special Session adjourned out of and the Executive Session was convened at 5:31 p.m.

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

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

ADJOURNMENT

The meeting adjourned at 6:01 p.m.

_____ _____

Deputy City Clerk Mayor

File Attachments for Item:

2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER, 2021 AS PAIN AWARENESS MONTH IN THE CITY OF NORMAN

Item 2

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/14/21

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Breea Clark, Mayor

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER, 2021 AS PAIN AWARENESS MONTH IN THE CITY OF NORMAN

Proclamation

P-2122-4

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER, 2021, AS PAIN AWARENESS MONTH IN THE CITY OF NORMAN.

§ 1. WHEREAS, chronic pain is a public health crisis affecting 50 million Americans; and

§ 2. WHEREAS, 19.6 million individuals live with high-impact pain or pain that significantly interferes with work and social and self-care activities; and

§ 3. WHEREAS, pain is the number one reason Americans seek out medical care and is the leading cause of long-term disability; and

§ 4. WHEREAS, chronic pain costs the nation an estimated $635 billion annually in medical expenses, lost wages, and lost productivity; and

§ 5. WHEREAS, increased awareness about the effects of chronic pain result in better outcomes, increased access to effective pain care, and empowerment and validation for those living with pain; and

§ 6. WHEREAS, a wide variety of Norman Allied Health Specialists work with patients in pain including those in radiology, physical therapy, chiropractic care, acupuncture, and psychological therapy; and

§ 7. WHEREAS, Norman is home to expert pain management physicians and advanced practice provider who diagnose and treat chronic and acute pain.

§ 8. WHEREAS, the U.S. Pain Foundation's mission is to empower, educate, connect, and advocate for individuals living with chronic illness that causes pain, as well as their caregivers and clinicians; and

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

§ 9. Do hereby proclaim the month of September, 2021, as Pain Awareness Month in the City of Norman.

PASSED AND APPROVED this 14th day of September, 2021.

_____
Mayor

ATTEST:

_____
Deputy City Clerk

File Attachments for Item:

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-5: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER, 2021, HISPANIC HERITAGE MONTH IN THE CITY OF NORMAN.

Item 3

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Cinthya Allen

PRESENTER: Cinthya Allen, Chief Diversity & Equity Officer

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-5: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER, 2021, HISPANIC HERITAGE MONTH IN THE CITY OF NORMAN.

Proclamation

P-2122-5

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER 2021, AS HISPANIC HERITAGE MONTH IN THE CITY OF NORMAN.

§ 1. WHEREAS, we celebrate Hispanic Heritage Month to recognize the achievements, history, culture and contributions of Hispanic Americans and Latinos and those American citizens whose ancestors came from Spain, Mexico, the Caribbean, Central America, and South America; and

§ 2. WHEREAS, the observation began in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 to cover a 30-day period of September 15 to October 15; and

§ 3. WHEREAS, it was enacted into Public Law 100-402 on August 17, 1988; and

§ 4. WHEREAS, the contributions by Hispanic Americans to the City of Norman, our state, and the nation are immeasurable and embody the values of faith, family, and hard work; and

§ 5. WHEREAS, the efforts by Hispanic Americans deliver economic contributions through all industries including frontline hospitality and construction fields, to science, technology, government, education, sports, arts, and military, among others; and

§ 6. WHEREAS, the City of Norman prides itself on being a diverse city, recent Census data shows the Hispanic population has grown from 7% to 10.3% over the last decade; and

§ 7. WHEREAS, the City of Norman values the cultural wealth Hispanic Americans offer through their multi-ethnic and multi-cultural heritages;

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

§ 8. Do hereby proclaim September 2021, as Hispanic Heritage Month in the City of Norman and invite all citizens to join me in celebrating the contributions and accomplishments of Hispanic Americans in our community while continuing our work towards a more inclusive community.

PASSED AND APPROVED this 14th day of September, 2021.

_____
Mayor

ATTEST:

_____
Deputy City Clerk

File Attachments for Item:

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-6: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2021, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

Item 4

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-6: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2021, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

Proclamation

P-2021-6

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2021, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

§ 1. WHEREAS, September 17, 2021, marks the two hundred thirty-third anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

§ 2. WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which shall commemorate the occasion; and

§ 3. WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

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

§ 4. Do hereby proclaim the week of September 17 through 23, 2021, as Constitution Week and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties remembering that lost rights may never be regained.

PASSED AND APPROVED this 14th day of September, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

File Attachments for Item:

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A 17-FOOT UTILITY EASEMENT LOCATED WITHIN LOT 1, BLOCK 1, TSTB ADDITION, SECTION 1, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (601 12TH AVENUE N.E.).

Item 5

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: September 14, 2021

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A 17-FOOT UTILITY EASEMENT LOCATED WITHIN LOT 1, BLOCK 1, TSTB ADDITION, SECTION 1, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (601 12TH AVENUE N.E.).

BACKGROUND:

The applicant has requested partially closing and vacating a platted seventeen-foot (17') utility easement, (legal attached) located within Lot 1, Block 1, TSTB Addition, Section 1. The final plat for Lot 1, Block 1, TSTB Addition, Section 1, was filed of record with the Cleveland County Clerk on June 16, 1999.

The existing water line was installed to serve the main structure. The proposal is to relocate the existing water appurtenances further west and grant a new easement. This work has been completed and a new easement has been submitted. With the partial closure and potential vacation of the utility easement, the applicant would be able to construct a structure on the north side of the main structure.

Planning Commission, at its meeting of July 8, 2021, recommended approval of Ordinance O-2122-1

DISCUSSION:

The existing water line was installed to serve the main structure. The proposal is to install new water appurtenances further west and grant a new easement. This work has been completed and a new easement has been submitted. With the partial closure and future vacation of the utility easement, the applicant would be able to construct a structure on the north side of the main structure.

There were no additional utilities within the easement.

RECOMMENDATION:

Based on the above information**,** Staff recommends adoption of Ordinance O-2122-1 requesting closure of a portion of a seventeen-foot (17') utility easement located within Lot 1, Block 1, TSTB Addition, Section 1.

office memorandum

DATE: May 19, 2021

TO: Kathryn Walker, City Attorney
Rone Tromble, Administrative Technician IV
Ken Danner, Subdivision Manager
Chris Mattingly, Director of Utilities
Jane Hudson, Principal Planner

FROM: Brenda Hall, City Clerk BH

SUBJECT: Request to Close a Utility Easement

I am in receipt of a request to close a fifteen (15) foot utility easement in Lot 1, Block 1, TSTB Addition, Section 1, a/k/a 601 12th Avenue N.E., for Walmart #2734.

In accordance with Resolution R-8182-66, I am forwarding the request; location map; radius map; and certified ownership list to your office and requesting that your office send notice to the furnished list of property owners and have the necessary ordinance prepared. If further action is needed from my office, please notify me.

bdh
attachments

SGA Design Group

May 17, 2021

Ms. Brenda Hall, City Clerk
City of Norman
201 West Gray Street
Norman, OK 73069

RE: Petition for Closing 15' Utility Easement
Walmart 2734
601 12th Ave NE, Norman, OK 73071

Dear Ms. Hall,

Please allow this letter to serve as a request for the closure of an existing utility easement, as shown on the attached metes and bounds description and exhibit for Walmart 2734, located at 601 12th Ave NE, Norman, OK 73071.

The utility easement was previously dedicated for the domestic and fire water service to the building. Per coordination with the Public Works Department, the domestic line has been relocated and the fire line is now a private service.

Respectfully,

Sunday Bougher
Owner Authorized Agent for Walmart
SGA Design Group
1437 S Boulder, Suite 550
Tulsa, OK 74119
(918) 587-8600

FILED IN THE OFFICE OF THE CITY CLERK ON 5/19/21

SGA Design Group, P.C.
1437 South Boulder, Suite 550, Tulsa, OK 74119-3609
p: 918.587.8600 f: 918.587.8601
www.sgadesigngroup.com

Walmart
Save money. Live better.
2608 SE J Street
Bentonville, AR 72716
www.walmart.com

May 17, 2021

Ms. Brenda Hall, City Clerk
City of Norman
201 West Gray Street
Norman, OK 73069

LETTER OF AUTHORIZATION

To Whom It May Concern:

I hereby authorize: Sunday Bougher
SGA Design group
1437 South Boulder, Suite 550
Tulsa, OK 74119
(918) 587-8600

To act as the agent on our behalf before the City of Norman for the following address:
Walmart #2734
601 12th Ave NE
Norman, OK 73071

DocuSigned by:
Ronnie Howell
5134E1BFC6A740C...
Signature

Ronnie Howell — Print Name

5/17/2021 — Date

EXHIBIT "A"

17' UTILITY EASEMENT – TO BE VACATED

A strip of land lying in Lot 1, in Block 1, of TSTB ADDITION, SECTION 1, to the City of Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 18 of Plats, Page 65, and lying in the Northwest Quarter of Section 28, Township 9 North, Range 2 West of the Indian Meridian, being 17 feet in width and more particularly described as follows:

COMMENCING at the northeast corner of said Lot 1;

THENCE South 89°06'26" West, along the north line of said Lot 1, a distance of 414.27 feet;

THENCE South 01°48'52" West a distance of 176.27 feet;

THENCE South 89°06'26" West a distance of 105.29 feet;

THENCE South 00°51'32" East a distance of 5.00 feet to the POINT OF BEGINNING;

THENCE continuing South 00°51'32" East a distance of 37.65 feet;

THENCE South 89°06'26" West a distance of 17.00 feet;

THENCE North 00°51'32" West a distance of 37.65 feet;

THENCE North 89°06'26" East a distance of 17.00 feet to the POINT OF BEGINNING.

Said described tract of land contains 640 square feet or 0.0147 acres, more or less.

The platted bearing of South 89°06'26" West, along the north line of Lot 1, in Block 1 of TSTB ADDITION, SECTION 1 recorded in Book 18 of Plats, Page 65 was used as the basis of bearings for this legal description.

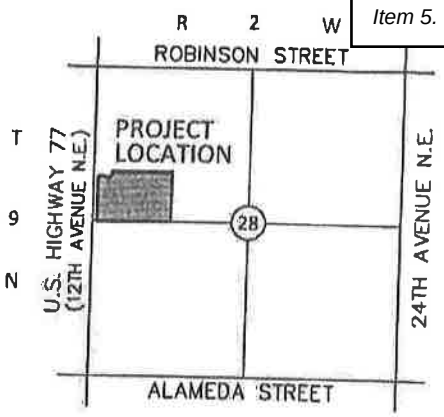
Prepared by:
Christopher L. Tripp, PLS 1685
Dodson-Thompson-Mansfield, PLLC
20 NE 38th Street – Oklahoma City, OK 73105
May 17, 2021



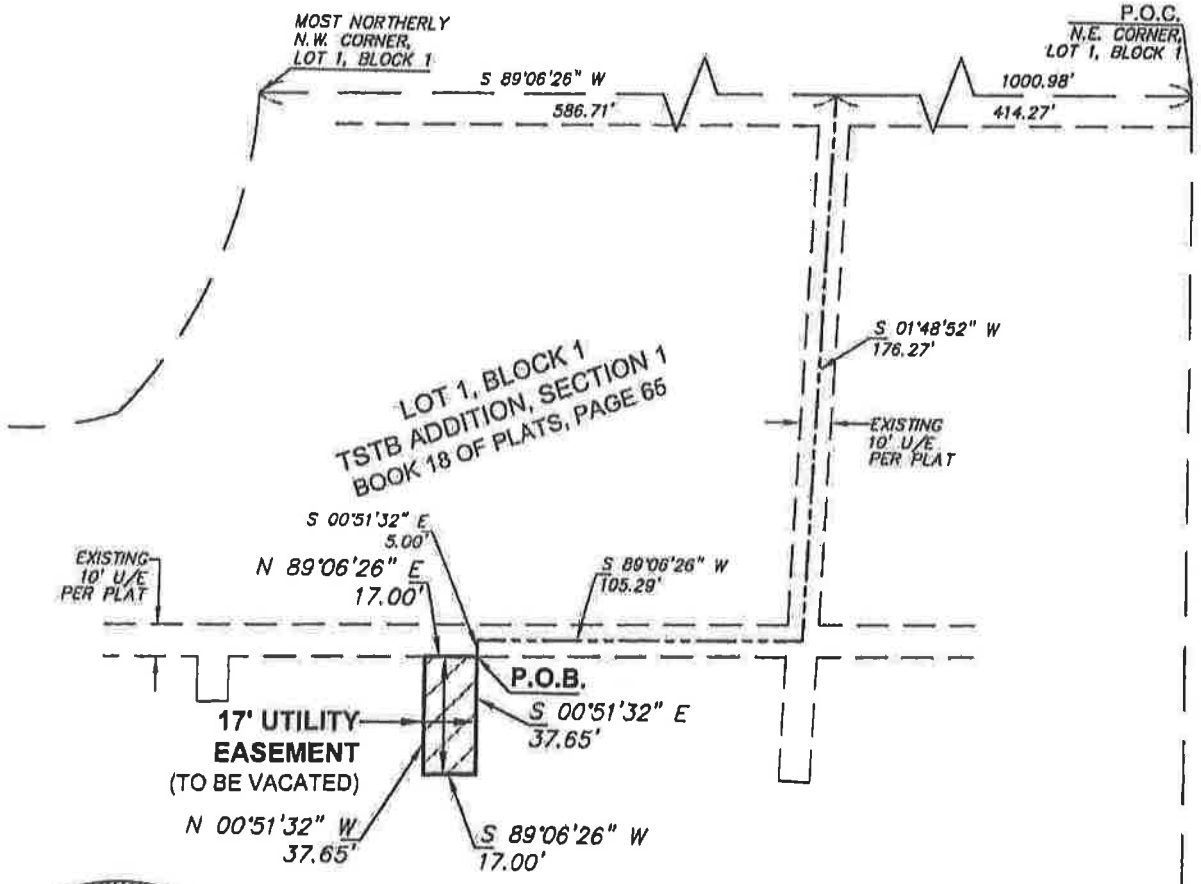
EXHIBIT "B"

N

SCALE
1"=60'



LOCATION MAP
NOT TO SCALE





DODSON - THOMPSON - MANSFIELD, PLLC
20 NE 38th Street
Oklahoma City, OK 73105
Phone: 405-601-7402
Fax: 405-601-7421
email: randym@dtm-ok.com
Surveying - Engineering - Earthwork
CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2022

O-2122-1

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A UTILITY EASEMENT LOCATED IN LOT ONE (1), BLOCK ONE (1), TSTB ADDITION, SECTION ONE (1), NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, pursuant to Resolution Number R-8182-66, Walmart 2734, the owner of the subject property, has petitioned the City to have a portion of the seventeen foot (17') platted utility easement within Lot One (1), Block One (1), TSTB ADDITION, Section One (1) closed; and,

§ 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and

§ 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held regarding said closing; and

§ 4. That, the portion of the seventeen foot (17') platted utility easement within Lot One (1), Block One (1), TSTB ADDITION, Section One (1), Norman, Cleveland County, Oklahoma, is hereby closed.

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

ADOPTED this _____ day of _____, 2021.

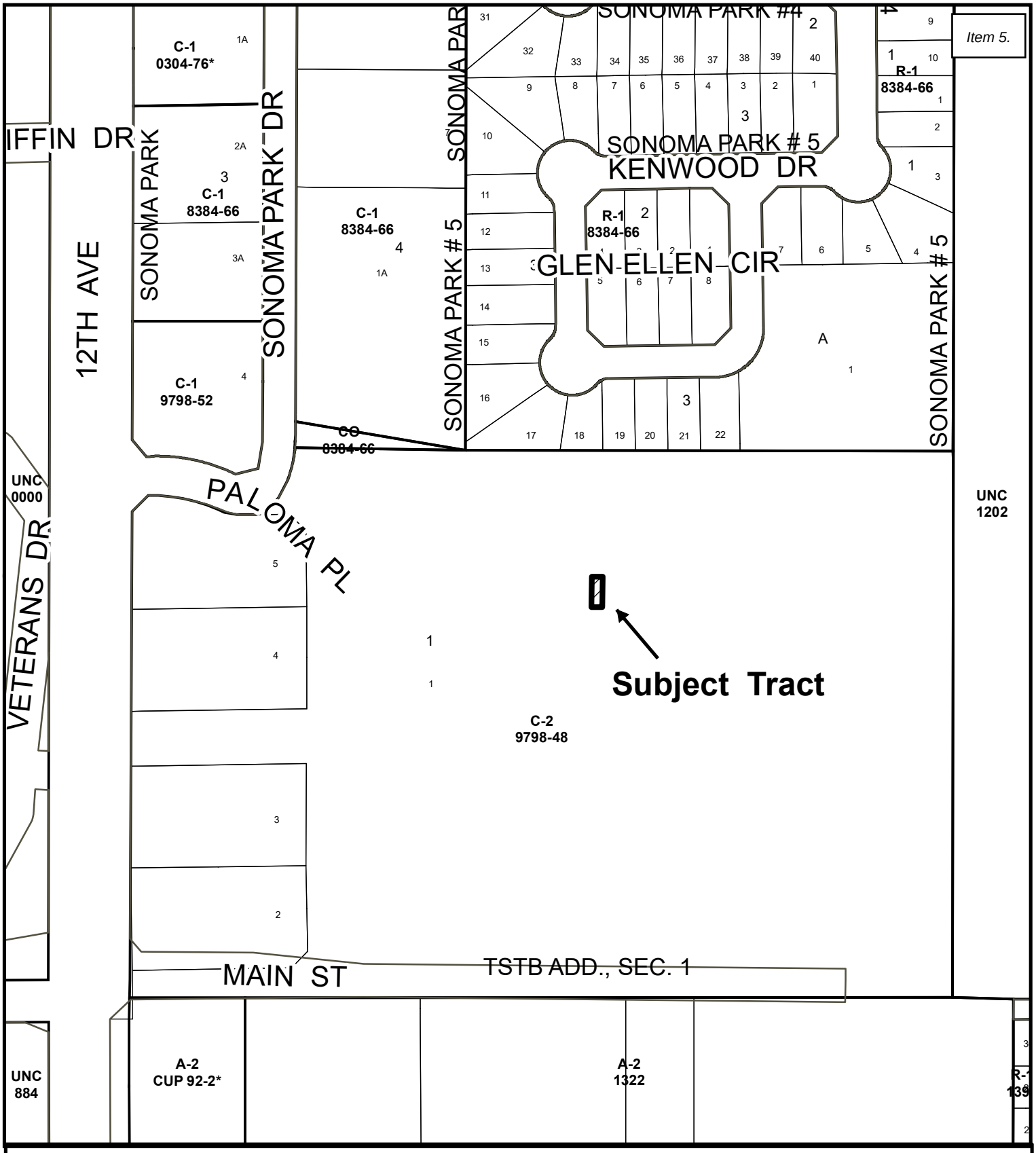
_____
(Mayor)

ATTEST:

_____
(City Clerk)

NOT ADOPTED this _____day of _____, 2021.

_____
(Mayor)



Location Map

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

N W E S

June 8, 2021

0 100 200 Ft.

Subject Tract

Zoning

G:\ArcGIS10.Map Templates\8x11_LocationMapArcMap10.mxd

ORDINANCE NO. O-2122-1 ITEM NO. 6

STAFF REPORT

GENERAL INFORMATION

APPLICANT

Walmart
Sunday Bougher, SGA Design Group, agent for owner

REQUESTED ACTION

Partial closure of a seventeen-foot (17') utility easement within Lot 1, Block 1, TSTB Addition, Section 1.
601 12th Avenue N.E.

BACKGROUND: The applicant has requested partially closing and vacating a platted seventeen-foot (17') utility easement located within Lot 1, Block 1, TSTB Addition, Section 1. The final plat for Lot 1, Block 1, TSTB Addition, Section 1 was filed of record with the Cleveland County Clerk on June 16, 1999.

The existing water line was installed to serve the main structure. The proposal is to relocate the existing water appurtances further west and grant a new easement. This work has been completed and a new easement has been submitted. With the partial closure and potential vacation of the utility easement, the applicant would be able to construct a structure on the north side of the main structure.

DISCUSSION: The existing water line was installed to serve the main structure. The proposal is to install new water appurtenances further west and grant a new easement. This work has been completed and a new easement has been submitted. With the partial closure and future vacation of the utility easement, the applicant would be able to construct a structure on the north side of the main structure.

There were no additional utilities within the easement.

RECOMMENDATION: Staff recommends approval of the request to close a portion of a seventeen-foot (17') utility easement located within Lot 1, Block 1, TSTB Addition, Section 1.

ACTION NEEDED: Recommend approval or disapproval of the request to close a portion of a seventeen-foot (17') utility easement within Lot 1, Block 1, TSTB Addition, Section 1.

ACTION TAKEN: _____

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. 6, being:
O-2122-1 – SGA DESIGN GROUP, ON BEHALF OF WALMART 2734, REQUESTS PARTIAL CLOSURE OF AN EXISTING SEVENTEEN FOOT (17') UTILITY EASEMENT WITHIN LOT 1, BLOCK 1, TSTB ADDITION, SECTION 1, FOR PROPERTY LOCATED AT 601 12TH AVENUE N.E.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Request to Close a Utility Easement with Exhibits

PRESENTATION BY STAFF:
1. Ken Danner reviewed the staff report, a copy of which is filed with the minutes.

PRESENTATION BY THE APPLICANT:
1. Sunday Bougher, SGA Design Group, representing the applicant – We are in the process of expanding our online grocery pick-up service to meet the current demand of the community. In an effort to do that, we do have to relocate some utilities.

AUDIENCE PARTICIPATION:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Steven McDaniel moved to recommend adoption of Ordinance No. O-2121-1 to City Council. Dave Boeck seconded the motion.

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

YEAS	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-2122-1 to City Council, passed by a vote of 6-0.

* * *

File Attachments for Item:

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-19 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20, ARTICLE VIII, SECTION 20-805, OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA, TO PROHIBIT HEAD-IN PARKING IN SPACES RESERVED FOR REVERSE ANGLE BACK-IN PARKING; AND PROVIDING FOR THE SEVERABILITY THEREOF

Item 6

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/14/2021
REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-19 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20, ARTICLE VIII, SECTION 20-805, OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA, TO PROHIBIT HEAD-IN PARKING IN SPACES RESERVED FOR REVERSE ANGLE BACK-IN PARKING; AND PROVIDING FOR THE SEVERABILITY THEREOF

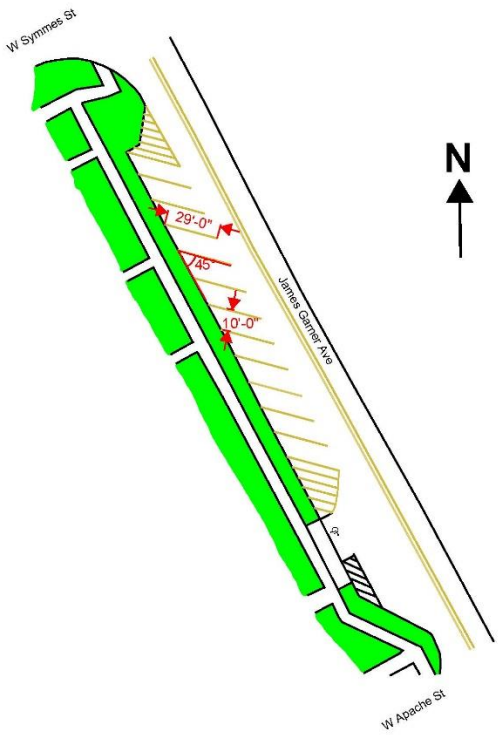
BACKGROUND:

City staff is currently under design for two 2019 Transportation Bond Projects that might implement back-in or reverse angle parking. These two projects are the Gray Street Two-Way Conversion Project and the James Garner Avenue Phase III Project from Acres Street to Duffy Street. Currently, there is no designated reverse angle parking provided within the city.

A previous pilot project exists on James Garner Avenue between Symmes Street and Apache Street to demonstrate how parallel parking with a pull-off lane to remove the backing maneuvers from the through traffic would work. The location of this previous pilot is attached below.



An unintended consequence of this previous pilot is that motorists are taking advantage of the pull-off lane to double park illegally. Staff would like to eliminate this double parking opportunity and convert this previous pilot to a new pilot to introduce back-in angle parking to Norman motorists. A conceptual drawing for the layout of the pilot project is attached below.



DISCUSSION:

One potential unintended consequence of the back-in or reverse angle parking concept is that traffic on the opposite side of the street could utilize the parking spaces to park head-in from the northbound direction. There is nothing in the City's Code of Ordinances to prohibit this movement. While signing will be provided to alert northbound James Garner Avenue traffic that the parking on the other side is only for back-in angle parking from southbound James Garner Avenue, it can be difficult to enforce if the Code of Ordinances is not amended appropriately to contain the language necessary to prohibit head-in parking in spaces intended for reverse angle parking. With familiarity, drivers will become accustomed to the concept of back-in angle parking and avoid the temptation to park in a head-in manner.

In reviewing the Code of Ordinances, the most logical place to insert a modification is in Sec. 20-805 which deals with "Parking, stopping, or standing not to obstruct traffic." This section contains twelve different areas where "No person shall park, stop, or stand a vehicle." Specifically, Sec. 20-805(7) currently reads "Facing the opposite way from the normal flow of traffic." Modification to Sec. 20-805(7) seems to be the portion that should be modified to address the unintended consequence of back-in angle parking. O-2122-11 contains the proposed changes to Sec. 20-805(7). Annotated and Clean copies of O-2122-11 are attached.

RECOMMENDATION:

City staff recommends approval of the pilot program to introduce back-in angle parking and approval of O-2122-19 to amend Section 20-805(7).

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20, ARTICLE VIII, SECTION 20-805, OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA, TO PROHIBIT REVERSE ANGLE PARKING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, Section 20-805 of Chapter 20 of the Code of the City of Norman, Oklahoma be amended as follows:

Sec. 20-805. – Parking, stopping, or standing not to obstruct traffic.

No person shall park, stop, or stand a vehicle:

(1) Upon a bridge, or other elevated structure;

(2) On a crosswalk;

(3) In front of a public or another person's private drive;

(4) Within an intersection;

(5) Within any bicycle lane;

(6) On any railroad tracks;

(7) Facing the opposite way from the normal flow of traffic including turning across a double solid yellow line to park head-in in a space intended for reverse angle back-in parking in the opposite direction;

(8) On the left side of any one-way street, unless otherwise so signed;

(9) Alongside or opposite any street excavation or obstruction;

(10) Between a safety zone and the adjacent curb;

(11) In an alley in such manner as to leave less than ten (10) feet of the width of the railway available for free movement of traffic;

(12) On a sidewalk.

§ 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional, 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.

_____
(Mayor)

NOT ADOPTED this _____ day

of _____, 2021.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

File Attachments for Item:

7. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT O-2122-16: OF AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108, IN ARTICLE I OF CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING ARTICLE XXXIV, SECTION 13-3401, IN CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING SECTION 424.1 (C-2, GENERAL COMMERCIAL DISTRICT), AND SECTION 426.1 (I-1, LIGHT INDUSTRIAL DISTRICT), BOTH IN ARTICLE XI OF CHAPTER 22 (ZONING ORDINANCE); AND AMENDING SECTION 450 (DEFINITIONS), IN ARTICLE XIV OF CHAPTER 22 (ZONING ORDINANCE); IN ORDER TO ADD PERMITTED AND SPECIAL USES FOR MEDICAL MARIJUANA WASTE FACILITIES, AND TO IMPLEMENT CHANGES AND RESOLVE INCONSISTENCIES RESULTING FROM 2021 STATE LAW UPDATES REGARDING MEDICAL MARIJUANA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Item 7

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 9/14/2021

REQUESTER: Elisabeth Muckala

PRESENTER: Elisabeth Muckala, Asst. City Attorney

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT O-2122-16: OF AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108, IN ARTICLE I OF CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING ARTICLE XXXIV, SECTION 13-3401, IN CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING SECTION 424.1 (C-2, GENERAL COMMERCIAL DISTRICT), AND SECTION 426.1 (I-1, LIGHT INDUSTRIAL DISTRICT), BOTH IN ARTICLE XI OF CHAPTER 22 (ZONING ORDINANCE); AND AMENDING SECTION 450 (DEFINITIONS), IN ARTICLE XIV OF CHAPTER 22 (ZONING ORDINANCE); IN ORDER TO ADD PERMITTED AND SPECIAL USES FOR MEDICAL MARIJUANA WASTE FACILITIES, AND TO IMPLEMENT CHANGES AND RESOLVE INCONSISTENCIES RESULTING FROM 2021 STATE LAW UPDATES REGARDING MEDICAL MARIJUANA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The 2021 Oklahoma State Legislative Session resulted in various updates to the state treatment of existing medical marijuana license categories and facilities. Some of these changes require alterations to our existing business license categories and zoning uses. Other changes that have occurred over the years on a state level also require small additions and updates to existing licenses and uses.

DISCUSSION:

House Bill 2646 is effective November 1, 2021 and implements various changes that implicate the City of Norman's provisions, processes or policies concerning Medical Marijuana:

- Addition of an allowance for Medical Marijuana Dispensaries to "prepare and package" pre-rolls and sell to holders of a Medical Marijuana Patient License, and corresponding changes to the definition of "Dispensary";
- Addition of an allowance for Medical Marijuana Growers to "prepare and package" pre-rolls and sell to Medical Marijuana Dispensaries, and corresponding changes to the definition of "Medical Marijuana Commercial Grower";

- Permission for the Oklahoma State Department of Heath to issue two types of Medical Marijuana Processor licenses: one for “Nonhazardous medical marijuana processors” and another for “Hazardous medical marijuana processors”; and
- Destruction of the requirement that a licensed facility obtains a new Certificate of Compliance; as of November 1, 2021, only licensed facilities undergoing a “change of use or occupancy” must get a new COC under state law.

A short summary of other changes within House Bill 2646 that do not directly implicate Norman’s provisions, processes or policies are:

- Addition of gram conversions to legal Medical Marijuana amounts;
- Alterations to the manner in which distance is measured between medical marijuana facilities and public and private schools;
- Heighted language meant to avoid or deter the unlawful diversion of medical marijuana by a licensed business;
- Additional sampling and testing requirements;
- Updates to the proposed makeup of the Medical Marijuana Advisor Council, formerly known as the Food Safety Standards Board; and
- Other minor or non-substantive language alterations to existing provisions.

Additionally, the last round of state updates occurred in 2019, at which time the provisions regarding Medical Marijuana Waste Facilities were established, but licenses had not yet begun to be issued by the Oklahoma Medical Marijuana Authority (“OMMA”). Since that time, licenses have begun to issue and City Staff recommends provisions regarding the local issuance of business licenses as well as the creation of zoning uses for such facilities.

Ordinance No. O-2122-16 alters the City of Norman’s pre-existing “Tier I” processor license category and zoning use to recognize that these activities are now covered by the state definition of “dispensary” and to establish that Tier I licenses will cease to be issued November 1, and that zoning uses after November 1 will be considered and treated the same as dispensaries.

O-2122-16 also contains language that will accommodate, by licensure and zoning, the state’s creation of hazardous/non-hazardous medical marijuana processor categories (including setting licensure fees based on similar existing licensure categories).

O-2122-16 adopts state law and definitions concerning Medical Marijuana Waste Facilities, and creates City of Norman licensure and zoning categories (also setting fees based on similar existing licensure categories) for these facilities.

Finally, O-2122-16 implements various other minor or non-substantive language changes meant to further align the zoning ordinance and Chapter 13’s treatment of these facilities as licensed entities and zoning uses, and also to further ensure the City of Norman’s treatment of these facilities/uses is consistent with state law as it evolves.

O-2122-16 was heard before the Norman Planning Commission on Thursday, September 9, 2021 and was recommended with a vote of 6 to 0.

RECOMMENDATION:

City Staff recommends adoption of Ordinance O-2122-16.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108, IN ARTICLE I OF CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING ARTICLE XXXIV, SECTION 13-3401, IN CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING SECTION 424.1 (C-2, GENERAL COMMERCIAL DISTRICT), AND SECTION 426.1 (I-1, LIGHT INDUSTRIAL DISTRICT), BOTH IN ARTICLE XI OF CHAPTER 22 (ZONING ORDINANCE); AND AMENDING SECTION 450 (DEFINITIONS), IN ARTICLE XIV OF CHAPTER 22 (ZONING ORDINANCE); IN ORDER TO ADD PERMITTED AND SPECIAL USES FOR MEDICAL MARIJUANA WASTE FACILITIES, AND TO IMPLEMENT CHANGES AND RESOLVE INCONSISTENCIES RESULTING FROM 2021 STATE LAW UPDATES REGARDING MEDICAL MARIJUANA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 13-108 of Chapter 13 shall be amended to read as follows:

SEC. 13-108 – Fee schedules for licenses and permits and occupational taxes.

* * *

(s) Manufactured fertilizer ….. 25.00

(t) Marijuana Establishment

(1) Medical Marijuana Dispensary …. 600.00 initial/450.00 renewal

(2) Medical Marijuana Processor (a Tier I or II medical marijuana processor that also obtains a medical marijuana dispensary license for the location shall be issued a separate processor license, but shall not be required to pay duplicative initial or renewal fees) …

a. Tier I (through November 1, 2021) and/or II medical marijuana processor … 600.00 initial/450.00 renewal

b. Tier III Medical Marijuana Processor ….

i. Hazardous State Classification … 900.00 (initial and renewal); or

ii. All Other Medical Marijuana Processors … 900.00 (initial and renewal)

(3) Medical Marijuana Commercial Grower …. 900.00 (initial and renewal)

(4) Medical Marijuana Testing Laboratory …. 900.00 (initial and renewal)

(5) Medical Marijuana Research Facility …. 500.00 (initial and renewal)

(6) Medical Marijuana Education Facility …. 500.00 (initial and renewal)

(7) Medical Marijuana Storage Facility (only required for locations where no other Marijuana Establishment license is obtained) ….600.00 initial/450.00 renewal

(8) Medical Marijuana Waste Facility …. 900.00 (initial and renewal)

* * *

§2. That Section 13-3401 of Chapter 13 shall be amended to read as follows:

Sec. 13-3401 – Definitions.

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

* * *

Marijuana dispensary means an entity that has been licensed by the State of Oklahoma, ~~which allows the entity to purchase medical marijuana from a processer licensee or grower licensee and sell medical marijuana only to qualified patients, or their parents or legal guardian(s) if applicable, and caregivers~~and as defined by applicable state law and regulation.

Marijuana establishment means those establishments listed in Section 13-108(t) herein, and including medical marijuana businesses, as defined by applicable state law and regulation.

Marijuana grower means an entity that has been licensed by the State of Oklahoma ~~pursuant to Title 63 O.S. § 422, which allows the entity to grow, harvest, and package medical marijuana according to OAC 310:681 for the purpose of selling medical marijuana to a dispensary, processor, or researcher~~, and as defined by applicable state law and regulation.

Marijuana processor means an entity that has been licensed by the State of Oklahoma ~~pursuant to Title 63 O.S. § 423, which allows the entity to: purchase marijuana from a commercial grower; prepare, manufacture, process, package, sell to, and deliver medical marijuana products to a dispensary licensee or other processor licensee; and may manufacture marijuana received from a qualified patient into a medical marijuana concentrate, for a fee~~, and as defined by applicable state law and regulation.

Marijuana researcher facility means an entity issued a license by the State of Oklahoma ~~pursuant to Subchapter 4 of OAC 310:681~~, and as defined by applicable state law and regulation.

Medical marijuana means marijuana that is grown, processed, dispensed, tested, possessed, or used for a medical purpose, as allowed by applicable state law and regulation.

Medical marijuana product means a product that contains cannabinoids that have been extracted from plant material or the resin therefrom by physical or chemical means and is intended for administration to a qualified patient, including but not limited to oils, tinctures, edibles, pills, topical forms, gels, creams, forms medically appropriate for administration by vaporization or a nebulizer, patches, tinctures, and liquids excluding live plant forms.

Medical marijuana storage facility means a facility where medical marijuana is being stored only, as permitted by applicable state law and regulation, and which facility is at a location for which any other marijuana establishment license has not already been obtained, and is not open to the general public. Those applicants with a state Transporter license that seek to maintain stand-alone licensed facilities for the storage of medical marijuana products transported shall be required to obtain a Medical Marijuana Storage Facility license.

Medical marijuana waste facility means an entity issued a license by the State of Oklahoma, and as defined by applicable state law and regulation ~~unused, surplus, returned or out-of-date marijuana,~~recalled marijuana; unused marijuana; plant debris of the plant of the genus cannabis, including dead plants and all unused plant parts and roots; and any wastewater generated during growing and processing.

~~*Retailer* means a marijuana dispensary.~~

Tier I medical marijuana processor, prior to November 1, 2021, ~~means~~ referred to a facility located in the City of Norman defined and regulated by Oklahoma state law as a medical marijuana processor, and which engage~~d~~s in only the following activity(ies): the preparation (from medical marijuana grown off-site), including necessary grinding, of "pre-rolled" marijuana cigarettes, "joints" or "blunts" for sale on-site. On or after November 1, 2021, Tier I licenses will no longer be issued in order to implement new State of Oklahoma law and regulations concerning the preparation and packaging of pre-rolls. ~~Nothing in this Code affects state law license categories for medical marijuana establishments. Local zoning and licensing applicants may be required to seek multiple state licenses in order to comply with state law.~~

Tier II medical marijuana processor means a facility defined and regulated by Oklahoma state law as a medical marijuana processor, and which engages in Tier I medical marijuana processor activities and/or the following activities: the use of marijuana concentrate(s) (created off-site in compliance with state law and regulation), to make derivative infused products for sale on-site. Tier II medical marijuana processing does not include extraction processes of any kind. Examples of Tier II medical marijuana processing are the cooking, baking or preparation of medical marijuana edible products, or the addition of marijuana concentrate to products pre-manufactured off-site, such as lotions or soaps. Nothing in this Code affects state law license categories for medical marijuana establishments. Local zoning and licensing applicants may be required to seek multiple state licenses in order to comply with state law. Medical Marijuana Processors classified as a "hazardous medical marijuana processor" according to state law shall not be allowed as Tier II Medical Marijuana Processors.

Tier III medical marijuana processor means a facility defined and regulated by Oklahoma state law as a medical marijuana processor, and which engages in any type(s) of medical marijuana

processing, including all allowed extraction processes, except that on-site sales are not permitted. Nothing in this Code affects state law license categories for medical marijuana establishments. Medical Marijuana Processors classified as "nonhazardous medical marijuana processor" or "hazardous medical marijuana processor" according to state law are allowed as Tier III Medical Marijuana Processors.

(Ord. No. 0-1819-17, § 2; Ord. No. 0-1920-4, § 2; Ord. No. 0-1920-39, § 2)

* * *

§ 3. That Section 424.1 of Chapter 22 shall be amended to read as follows:

SEC. 424.1 – C-2, GENERAL COMMERCIAL DISTRICT

* * *

3. Special Use. The following uses may be permitted, after review, in accordance with Section 434.1:

* * *

(q) Tier III Medical Marijuana Processor, as allowed by state law.
(r) Medical Marijuana Waste Facility (incineration only), as allowed by state law.

* * *

§ 4. That Section 426.1 of Chapter 22 shall be amended to read as follows:

SEC. 426.1 – I-1, LIGHT INDUSTRIAL DISTRICT

* * *

1. Uses Permitted. Property and buildings in an I-1, Light Industrial District, shall be used only for the following purposes:

* * *

(b) The Following uses when conducted within a complete enclosed building:

* * *

(18) Medical Marijuana Storage Facility.
(19) Medical Marijuana Waste Facility (incineration and/or composting only), as allowed by state law.

* * *

§ 5. That Section 450 of Chapter 22 shall be amended to read as follows:

Sec. 450 – DEFINITIONS

* * *

(80.5) MARIJUANA DEFINITIONS. Those definitions set forth in ~~the~~ applicable Oklahoma ~~Medical Marijuana and Patient Protection Act, and found at 63 Okla. Stat. § 420 et seq.~~ law and regulation concerning medical marijuana, shall be incorporated and applicable within the Zoning Ordinance. Further, zoning uses shall be compatible with those licenses issued in Chapter 13 of the Norman Municipal Code. ~~Additionally, t~~The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the conte~~n~~xt clearly indicates a different meaning:

* * *

Medical Marijuana Storage Facility: means a facility where medical marijuana is being stored only, as permitted by applicable state law and regulation, and which facility is at a location for which any other Marijuana Establishment license has not already been obtained, and is not open to the general public. Those with a state Transporter license that seek to maintain stand-alone facilities for the storage of medical marijuana products transported shall be considered a Medical Marijuana Storage Facility for the purposes of this Ordinance.

Tier I Medical Marijuana Processor: prior to November 1, 2021, ~~means~~ referred to a facility located in the City of Norman defined and regulated by Oklahoma state law as a Medical Marijuana Processor, and which engage~~ds~~ in only the following activity(ies): the preparation (from medical marijuana grown off-site), including necessary grinding, of "prerolled" marijuana cigarettes, "joints" or "blunts" for sale on-site. On or after November 1, 2021, any applicant proposing a use that meets the definition of "Tier I Medical Marijuana Processor" including on-site sales shall be considered and treated as a Medical Marijuana Dispensary use, and Tier I Medical Marijuana Processor licenses shall cease being issued pursuant to Chapter 13 of this Code on November 1, 2021. Nothing in this code affects state law license categories for Medical Marijuana Establishments. Local zoning and licensing applicants may be required to seek multiple state licenses in order to comply with state law.

Tier II Medical Marijuana Processor: means a facility defined and regulated by Oklahoma state law as a Medical Marijuana Processor, and which engages in Tier I Medical Marijuana Processor activities and/or the following activities: the use of Marijuana Concentrate(s) (created off-site in compliance with state law and regulation), to make derivative infused products for sale on-site. Tier II Medical Marijuana Processing does not include extraction processes of any kind. Examples of Tier II Medical Marijuana Processing are the cooking, baking or preparation of Medical Marijuana edible products, or the addition of Marijuana Concentrate to products pre-manufactured off-site, such as lotions or soaps. Nothing in this code affects state law license categories for Medical Marijuana Establishments. Local zoning and licensing applicants may be required to seek

multiple state licenses in order to comply with state law. Medical Marijuana Processors classified as a "hazardous medical marijuana processor" according to state law shall not be allowed as Tier II Medical Marijuana Processors.

Tier III Medical Marijuana Processor: means a facility defined and regulated by Oklahoma state law as a Medical Marijuana Processor, and which engages in any type(s) of Medical Marijuana Processing, including all allowed extraction processes, except that on-site sales are not permitted. Nothing in this code affects state law license categories for Medical Marijuana Establishments. Medical Marijuana Processors classified as "nonhazardous medical marijuana processor" or "hazardous medical marijuana processor" according to state law are allowed as Tier III Medical Marijuana Processors. (O-1920-39)

* * *

§ 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, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day

of _____, 2021.

_____
Mayor

NOT ADOPTED this _____ day

of _____, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108, IN ARTICLE I OF CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING ARTICLE XXXIV, SECTION 13-3401, IN CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING SECTION 424.1 (C-2, GENERAL COMMERCIAL DISTRICT), AND SECTION 426.1 (I-1, LIGHT INDUSTRIAL DISTRICT), BOTH IN ARTICLE XI OF CHAPTER 22 (ZONING ORDINANCE); AND AMENDING SECTION 450 (DEFINITIONS), IN ARTICLE XIV OF CHAPTER 22 (ZONING ORDINANCE); IN ORDER TO ADD PERMITTED AND SPECIAL USES FOR MEDICAL MARIJUANA WASTE FACILITIES, AND TO IMPLEMENT CHANGES AND RESOLVE INCONSISTENCIES RESULTING FROM 2021 STATE LAW UPDATES REGARDING MEDICAL MARIJUANA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 13-108 of Chapter 13 shall be amended to read as follows:

SEC. 13-108 – Fee schedules for licenses and permits and occupational taxes.

* * *

(s) Manufactured fertilizer ….. 25.00

(t) Marijuana Establishment

(1) Medical Marijuana Dispensary …. 600.00 initial/450.00 renewal

(2) Medical Marijuana Processor (a Tier I or II medical marijuana processor that also obtains a medical marijuana dispensary license for the location shall be issued a separate processor license, but shall not be required to pay duplicative initial or renewal fees) …

a. Tier I (through November 1, 2021) and/or II medical marijuana processor … 600.00 initial/450.00 renewal

b. Tier III Medical Marijuana Processor ….

i. Hazardous State Classification … 900.00 (initial and renewal); or

ii. All Other Medical Marijuana Processors … 900.00 (initial and renewal)

(3) Medical Marijuana Commercial Grower …. 900.00 (initial and renewal)

(4) Medical Marijuana Testing Laboratory …. 900.00 (initial and renewal)

(5) Medical Marijuana Research Facility …. 500.00 (initial and renewal)

(6) Medical Marijuana Education Facility …. 500.00 (initial and renewal)

(7) Medical Marijuana Storage Facility (only required for locations where no other Marijuana Establishment license is obtained) ….600.00 initial/450.00 renewal

(8) Medical Marijuana Waste Facility …. 900.00 (initial and renewal)

* * *

§2. That Section 13-3401 of Chapter 13 shall be amended to read as follows:

Sec. 13-3401 – Definitions.

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

* * *

Marijuana dispensary means an entity that has been licensed by the State of Oklahoma, and as defined by applicable state law and regulation.

Marijuana establishment means those establishments listed in Section 13-108(t) herein, and including medical marijuana businesses, as defined by applicable state law and regulation.

Marijuana grower means an entity that has been licensed by the State of Oklahoma, and as defined by applicable state law and regulation.

Marijuana processor means an entity that has been licensed by the State of Oklahoma, and as defined by applicable state law and regulation.

Marijuana research facility means an entity issued a license by the State of Oklahoma, and as defined by applicable state law and regulation.

Medical marijuana means marijuana that is grown, processed, dispensed, tested, possessed, or used for a medical purpose, as allowed by applicable state law and regulation.

Medical marijuana product means a product that contains cannabinoids that have been extracted from plant material or the resin therefrom by physical or chemical means and is intended for administration to a qualified patient, including but not limited to oils, tinctures, edibles, pills, topical forms, gels, creams, forms medically appropriate for administration by vaporization or a nebulizer, patches, tinctures, and liquids excluding live plant forms.

Medical marijuana storage facility means a facility where medical marijuana is being stored only, as permitted by applicable state law and regulation, and which facility is at a location for which any other marijuana establishment license has not already been obtained, and is not open to the general public. Those applicants with a state Transporter license that seek to maintain

stand-alone licensed facilities for the storage of medical marijuana products transported shall be required to obtain a Medical Marijuana Storage Facility license.

Medical marijuana waste facility means an entity issued a license by the State of Oklahoma, and as defined by applicable state law and regulation.

Tier I medical marijuana processor, prior to November 1, 2021, referred to a facility located in the City of Norman defined and regulated by Oklahoma state law as a medical marijuana processor, and which engaged in only the following activity(ies): the preparation (from medical marijuana grown off-site), including necessary grinding, of "pre-rolled" marijuana cigarettes, "joints" or "blunts" for sale on-site. On or after November 1, 2021, Tier I licenses will no longer be issued in order to implement new State of Oklahoma law and regulations concerning the preparation and packaging of pre-rolls.

Tier II medical marijuana processor means a facility defined and regulated by Oklahoma state law as a medical marijuana processor, and which engages in Tier I medical marijuana processor activities and/or the following activities: the use of marijuana concentrate(s) (created off-site in compliance with state law and regulation), to make derivative infused products for sale on-site. Tier II medical marijuana processing does not include extraction processes of any kind. Examples of Tier II medical marijuana processing are the cooking, baking or preparation of medical marijuana edible products, or the addition of marijuana concentrate to products pre-manufactured off-site, such as lotions or soaps. Nothing in this Code affects state law license categories for medical marijuana establishments. Local zoning and licensing applicants may be required to seek multiple state licenses in order to comply with state law. Medical Marijuana Processors classified as a "hazardous medical marijuana processor" according to state law shall not be allowed as Tier II Medical Marijuana Processors.

Tier III medical marijuana processor means a facility defined and regulated by Oklahoma state law as a medical marijuana processor, and which engages in any type(s) of medical marijuana processing, including all allowed extraction processes, except that on-site sales are not permitted. Nothing in this Code affects state law license categories for medical marijuana establishments. Medical Marijuana Processors classified as "nonhazardous medical marijuana processor" or "hazardous medical marijuana processor" according to state law are allowed as Tier III Medical Marijuana Processors.

* * *

§ 3. That Section 424.1 of Chapter 22 shall be amended to read as follows:

SEC. 424.1 – C-2, GENERAL COMMERCIAL DISTRICT

* * *

3. Special Use. The following uses may be permitted, after review, in accordance with Section 434.1:

* * *

(q) Tier III Medical Marijuana Processor, as allowed by state law.
(r) Medical Marijuana Waste Facility (incineration only), as allowed by state law.

* * *

§ 4. That Section 426.1 of Chapter 22 shall be amended to read as follows:

SEC. 426.1 – I-1, LIGHT INDUSTRIAL DISTRICT

* * *

1. Uses Permitted. Property and buildings in an I-1, Light Industrial District, shall be used only for the following purposes:

* * *

(b) The Following uses when conducted within a complete enclosed building:

* * *

(18) Medical Marijuana Storage Facility.
(19) Medical Marijuana Waste Facility (incineration and/or composting only), as allowed by state law.

* * *

§ 5. That Section 450 of Chapter 22 shall be amended to read as follows:

Sec. 450 – DEFINITIONS

* * *

(80.5) MARIJUANA DEFINITIONS. Those definitions set forth in applicable Oklahoma law and regulation concerning medical marijuana, shall be incorporated and applicable within the Zoning Ordinance. Further, zoning uses shall be compatible with those licenses issued in Chapter 13 of the Norman Municipal Code. The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Medical Marijuana Storage Facility: means a facility where medical marijuana is being stored only, as permitted by applicable state law and regulation, and which facility is at a location for which any other Marijuana Establishment license has not already been

obtained, and is not open to the general public. Those with a state Transporter license that seek to maintain stand-alone facilities for the storage of medical marijuana products transported shall be considered a Medical Marijuana Storage Facility for the purposes of this Ordinance.

Tier I Medical Marijuana Processor: prior to November 1, 2021, referred to a facility located in the City of Norman defined and regulated by Oklahoma state law as a Medical Marijuana Processor, and which engaged in only the following activity(ies): the preparation (from medical marijuana grown off-site), including necessary grinding, of "prerolled" marijuana cigarettes, "joints" or "blunts" for sale on-site. On or after November 1, 2021, any applicant proposing a use that meets the definition of "Tier I Medical Marijuana Processor" including on-site sales shall be considered and treated as a Medical Marijuana Dispensary use, and Tier I Medical Marijuana Processor licenses shall cease being issued pursuant to Chapter 13 of this Code on November 1, 2021. Nothing in this code affects state law license categories for Medical Marijuana Establishments. Local zoning and licensing applicants may be required to seek multiple state licenses in order to comply with state law.

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* * *

§ 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, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day

of _____, 2021.

_____
Mayor

NOT ADOPTED this _____ day

of _____, 2021.

_____
Mayor

ATTEST:

_____
Brenda Hall, City Clerk

File Attachments for Item:

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY'S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS' COMPENSATION INSURANCE IN THE AMOUNT OF $1,000.

Item 8

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Clint Mercer, Chief Accountant

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY'S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS' COMPENSATION INSURANCE IN THE AMOUNT OF $1,000.

BACKGROUND:

Title 85A of Oklahoma Statutes requires the City, as an employer, to provide Workers' Compensation to its employees who are injured on the job. Workers' Compensation can be provided by buying private workers' compensation insurance, applying for coverage under a state-run insurance plan (now "CompSource"), or carrying its own risk as a self-insured employer.

The City has elected to operate as a self-insured employer covering its own risk associated with workers' compensation losses at least since 1988. By electing to "self-insure," the City does not purchase insurance from an outside insurance agency but rather pays such claims as they are ordered by the Court or agreed to by the City. To make sure funds are available to fairly compensate injured workers, the City budgets annually for anticipated workers' compensation claims. The budgets are established through internal service charge "premiums" in each departmental budget based on the number of employees in the department/division. The "premiums" are then paid to the Worker's Compensation revenue account (439-371732) in the City's Risk Management Fund.

The decision of previous Councils to self-insure has been strictly a financial decision resulting in cost savings to the City. Over the years, it has been more cost effective for the City to carry its own risk of workers' compensation claims than to buy insurance coverage.

In order to self-insure, it is necessary each year for the City to complete an application to the State of Oklahoma Worker's Compensation Commission for permission to be "own risk" (i.e., self-insure) and pay a $1,000 fee. The City's current own risk permit will expire on November 1, 2021 but application for renewal must be submitted 60 days prior to the expiration date.

DISCUSSION:

Please find included with this agenda item the City's application for permission to carry its "own risk" for Worker's Compensation (with attachments). The information contained in the

application is designed to help the Workers' Compensation Commission Administrator assess the City's ability, through budgeting of adequate reserves, to financially manage the anticipated workers' compensation claims that may be incurred over the permit period. The application asks for similar information that is requested by the Workers' Compensation Commission annually. It is anticipated the City's application will be approved by the Workers' Compensation Commission Administrator, if the Council authorizes the City to present it.

RECOMMENDATION:

It is recommended that the City Council approve this application for submission to the State of Oklahoma Workers' Compensation Commission and pay the $1,000 fee. Funding is available in the Risk Management Fund, Other Professional Services (43330104-44099).

Item 8.

Oklahoma Workers' Compensation Commission

1915, North Stiles Avenue Suite 231
Oklahoma City, OK 73105
(405) 522-3222 | wcc.ok.gov

The undersigned, an employer subject to the provisions of the Administrative Workers' Compensation Act, hereby applies for permission to carry its own risk without insurance. To enable the Workers' Compensation Commission to determine whether or not the applicant possesses sufficient financial ability to render certain the payment of any award made by the Commission, said applicant hereby states the following:

IOR INTAKE

Permit Number : IOR2020-000080 -
Expiration Date : 11/01/2021

*Required Field

Employer Section

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Legal Business Name

CITY OF NORMAN

Federal Identification Number (FEIN)

73-6005350

If employer does, or has done business under another name in Oklahoma, including any trade name, list those names

Business Name | FEIN

Add

Nature of Business
Learn More

Government

Industry Classification
Learn More

Other

Physical Address
Learn More

201-C WEST GRAY STREET

Suite/apt/room | NORMAN

OK | 73069

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Mailing Address same as Physical Address

Oklahoma Principal Office Address same as Physical Address

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IOR INTAKE

Permit Number : IOR2020-000080 -
Expiration Date : 11/01/2021

*Required Field

Contact Information

Primary Contact Name

KATHRYN | Middle Name

WALKER | CITY ATTORNEY

Primary Contact Email

KATHRYN.WALKER@NORM

KATHRYN.WALKER@NORM

Primary Contact Phone Number

(405) 366-5376

Secondary Contact Name

CLINT | Middle Name

MERCER | CHIEF ACCOUNTANT

Secondary Contact Email

CLINT.MERCER@NORMANC

Secondary Contact Phone Number

(405) 217-7720

Medicare Reporting Contact
Learn More

PAMELA CHAN

Who administers Workers Compensation Claims?
Learn More

In-house Benefits Administrator

In-house Benefits Administrator License Number

N/A

In-house Benefits Administrator Name

JEANNIE | Middle Name

SNIDER

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Item 8.

CLINT.MERCER@NORMANC

110

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111

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IOR INTAKE

Permit Number : IOR2020-000080 -
Expiration Date : 11/01/2021

*Required Field

General Company Information

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Years in Business

+100 years | +100 years

Number of employees currently employed

1000+ | 1000+

Estimated payroll in Oklahoma for the next twelve (12) months

$87,047,122

Total self insurance Net Reserves Outstanding for all years

$411,900

Net Reserves Outstanding = Current Reserves Minus Any Expected Excess Carrier Reimbursements

Provide the total payroll for each of the past three years. Estimates may be provided.

Year	Overall Payroll	Oklahoma Payroll
2020	$84,797,943	$87,797,943
2019	$79,626,862	$79,626,862
2018	$77,590,235	$77,590,235

Add Row

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IOR INTAKE

Permit Number : IOR2020-000080 -
Expiration Date : 11/01/2021

*Required Field

Additional Named Insureds

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Would the applicant employer like to request additional subsidiaries, divisions, affiliates, parent or holding company, trade names, DBA, or any other company to be named on the permit

Learn More

No

Does the applicant employer have other subsidiaries, divisions, affiliates, parent or holding company, trade names, DBA, or any other company to be excluded from the permit. Advise whether those employers/companies are included under another Own Risk License, or if workers' compensation obligations are Insured and by what Insurance Carrier Name.

No

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IOR INTAKE

Permit Number : IOR2020-000080 -
Expiration Date : 11/01/2021

*Required Field

Claim Information

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Upload Oklahoma loss history for the current and past five (5) years. This information may be obtained from your former carrier(s) if previously secured workers' compensation obligations through traditional insurance. Note: An actuarial report may be requested by the Commission. Please use the template to record the losses. **Download the template here.** Data in a non-compliant format may lead to delays.

Provide Link here or select/drag file below

+ Select a file

Total Self Insurance Net Reserves Outstanding for All Years of Self Insurance in Oklahoma (Net Reserves Outstanding = Current Reserves Minus Any Expected Excess Carrier Reimbursements)

$411,900

Total Self Insured Open Cases for All Years of Self Insurance in Oklahoma

33

Estimated manual premium (may be obtained from your carrier)

$2,143,500

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Item 8.



Oklahoma Workers' Compensation Commission

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Oklahoma City, OK 73105
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IOR INTAKE

Permit Number : IOR2020-000080 -
Expiration Date : 11/01/2021

*Required Field

Excess Insurance Details

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Do you have excess insurance?

No

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

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IOR INTAKE

Permit Number : IOR2020-000080 -
Expiration Date : 11/01/2021

*Required Field

Appropriation Details

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Amount appropriated for workers' compensation claims current Fiscal Year

$2,143,500

Fiscal Year Range

07/01/2021 06/30/2022

Amount appropriated for workers' compensation claims the next Fiscal Year, if available

$xxx.xx

Any other reserved funds allocated for payment of prior years' open claims

$xxx.xx

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Oklahoma Workers' Compensation Commission

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Oklahoma City, OK 73105
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IOR INTAKE

Permit Number : IOR2020-000080 -
Expiration Date : 11/01/2021

*Required Field

Designated Service Agent

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

The applicant employer must designate a single agent for service of notice by filing this Designation of Service Agent form with the Commission.

Consistent with Workers' Compensation Commission Rule 810:10-1-10 or -11, once a claim for compensation is filed, the Commission will send all notices and correspondence to the designated agent, until an entry of appearance or a notice of substitution of attorney is filed as provided in Commission Rules 810:10-1-10 or -11.

The following information is required and must be amended whenever a change of service agent is made.

Designated Service Agent Company Name

KATHRYN WALKER

Agent Phone Number

(405) 366-5376

Agent Primary Contact Name

KATHRYN

Middle Name

WALKER

Agent Primary Email Address

Agent Primary Contact Phone

Physical Address same as Mailing Address

Do you want to add a secondary contact?

No

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KATHRYN.WALKER@NORM | (405) 366-5376

Agent Mailing Address

201-C WEST GRAY STREET

Suite/apt/room | NORMAN

OK | 73069

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Oklahoma Workers' Compensation Commission

1915, North Stiles Avenue Suite 231
Oklahoma City, OK 73105
(405) 522-3222 | wcc.ok.gov

IOR INTAKE

Permit Number : IOR2020-000080 -
Expiration Date : 11/01/2021

*Required Field

Documentation

The security of public information that may be confidential is of the utmost concern to the Workers' Compensation Commission. Personally identifiable information submitted to the CaseOK system is encrypted, and all data is backed up nightly to a secure offsite server. The Data Center used to host CaseOK is a Tier 3 Data Center, offering a high level of security through multiple redundancies, power and cooling sources.

The Employer's most recent audited financial statements, including balance sheet, income statement, statement of cash flows, and notes (If the company does not have audited financial statements, unaudited financial statements signed by two company executives may be submitted)

Provide Link here or select/drag file below

+ Select a file

Proof of Excess Insurance (the most current certificate; a current certificate is required for final approval). **The Workers' Compensation Commission should be listed as the Certificate Holder or Regulatory Authority.**

Provide Link here or select/drag file below

+ Select a file

Provide a signed letter on official letterhead indicating that appropriated funds are placed into a segregated fund, in

Loss runs for the past five years. Loss runs should contain a summary for each year, containing total $ paid (including any expenses) and total reserve $ outstanding. Data that identifies

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Provide Link here or select/drag file below

+ Select a file

If the Employer has employees at multiple Oklahoma locations, a list of all locations, with the full address for each location.

Provide Link here or select/drag file below

+ Select a file

individual employees may be redacted. Actuarial reports are not required but are helpful if available.

Provide Link here or select/drag file below

+ Select a file

A copy of the minutes from the board meeting where the appropriated amount was approved.

Provide Link here or select/drag file below

+ Select a file

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

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Item 8.

120

Oklahoma Workers' Compensation Commission

1915, North Stiles Avenue Suite 231
Oklahoma City, OK 73105
(405) 522-3222 | wcc.ok.gov

IOR INTAKE

Permit Number : IOR2020-000080 -
Expiration Date : 11/01/2021

*Required Field

Documentation

The security of public information that may be confidential is of the utmost concern to the Workers' Compensation Commission. Personally identifiable information submitted to the CaseOK system is encrypted, and all data is backed up nightly to a secure offsite server. The Data Center used to host CaseOK is a Tier 3 Data Center, offering a high level of security through multiple redundancies, power and cooling sources.

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Provide Link here or select/drag file below

+ Select a file

CAFR FYE 2020 Final.pdf ✖

Proof of Excess Insurance (the most current certificate; a current certificate is required for final approval). **The Workers' Compensation Commission should be listed as the Certificate Holder or Regulatory Authority.**

Provide Link here or select/drag file below

+ Select a file

Loss runs for the past five years. Loss runs should contain a summary for each year, containing total $ paid (including any expenses) and total reserve $ outstanding. Data that identifies

Provide a signed letter on official letterhead indicating that

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appropriated funds are placed into a segregated fund, in compliance with Commission Rule 810:25-9-11.

Provide Link here or select/drag file below

+ Select a file

Designated Funds Letter21.doc ✖

individual employees may be redacted. Actuarial reports are not required but are helpful if available.

Provide Link here or select/drag file below

+ Select a file

OJI Payments Breakout by Year FY21.xls ✖

If the Employer has employees at multiple Oklahoma locations, a list of all locations, with the full address for each location.

Provide Link here or select/drag file below

+ Select a file

A copy of the minutes from the board meeting where the appropriated amount was approved.

Provide Link here or select/drag file below

+ Select a file

2020-06-16_city_council_special_session_minutes_0.pdf ✖

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Oklahoma Workers' Compensation Commission

1915, North Stiles Avenue Suite 231
Oklahoma City, OK 73105
(405) 522-3222 | wcc.ok.gov

IOR INTAKE

Permit Number : IOR2020-000080 -
Expiration Date : 11/01/2021

*Required Field

Agreement And Signature

* A nonrefundable $1,000 application fee, payable to the Oklahoma Workers' Compensation Commission.

In consideration of the approval of this application, the applicant hereby expressly agrees as follows:

a. The applicant's privilege to carry its own risk without insurance may be revoked at any time for good cause by the Workers' Compensation Commission.

b. The applicant agrees to notify the Commission of any change in its financial condition or ownership in the interim period between applications, such as a net financial loss, which may impact the applicant's financial ability to pay its workers' compensation obligations.

c. The applicant agrees to comply with all applicable statutes and the rules of the Workers' Compensation Commission.

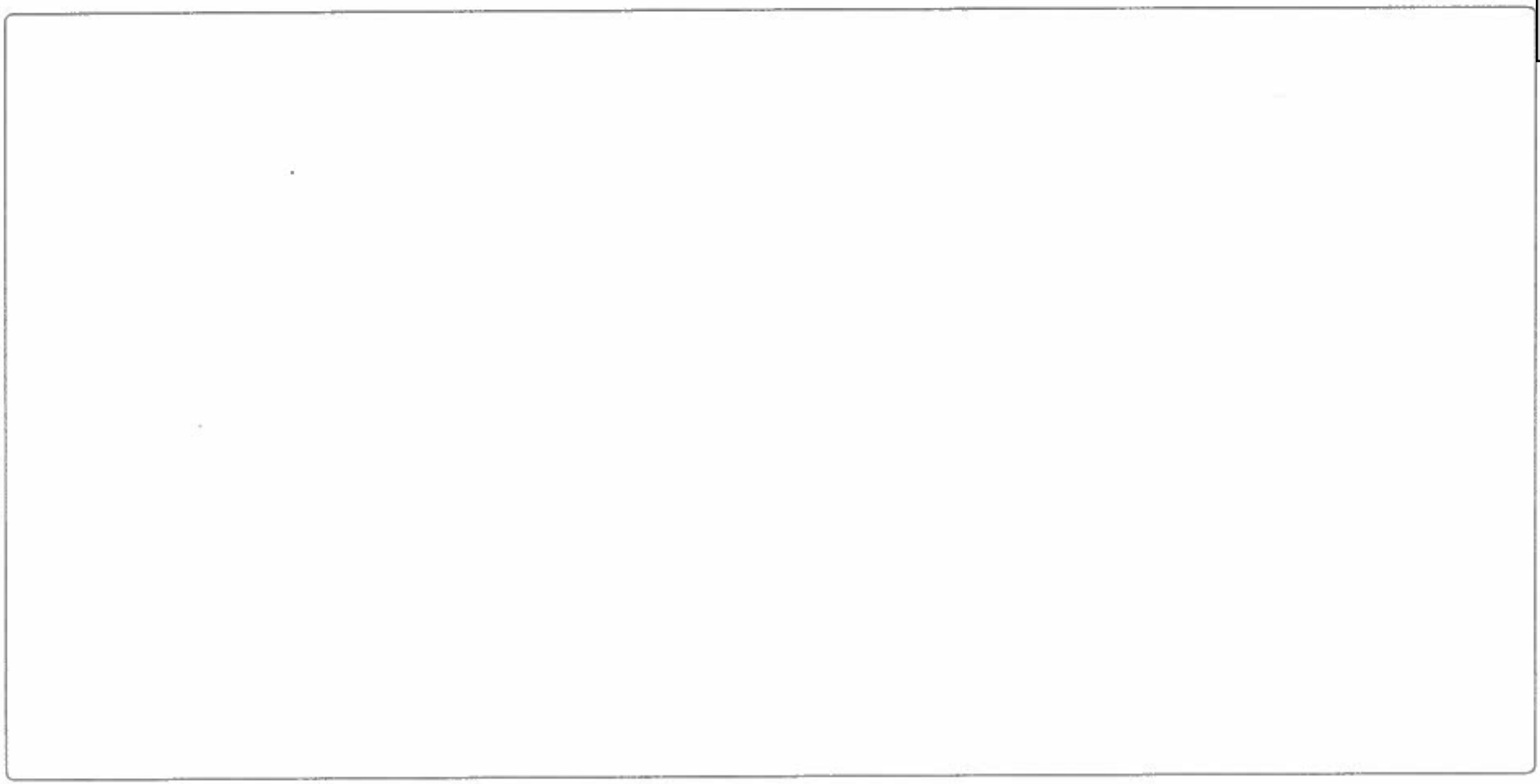
Administrative Workers' Compensation Act, 85A O.S., §6(A)(1)(a): "Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: (1) obtaining any benefit or payment ... shall be guilty of a felony."

Any person who commits workers' compensation fraud, upon conviction, shall be guilty of a felony punishable by imprisonment, a fine or both

I Type your name here * declare under penalty of perjury that I have examined this application and all statements contained herein, and to the best of my knowledge and belief, they are true, correct and complete.

* Sign in the box below or * Upload your signature

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Clear

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File Attachments for Item:

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2122-1: SUBMITTED BY THE CLEVELAND COUNTY SHERIFF'S OFFICE IN THE TOTAL AMOUNT OF $14,744.64 FOR EXPENSES INCURRED AT THE CLEVELAND COUNTY DETENTION CENTER ON JULY 3, 2021.

Item 9

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: September 14, 2021

REQUESTER: Anthony Purinton

PRESENTER: Anthony Purinton

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2122-1: SUBMITTED BY THE CLEVELAND COUNTY SHERIFF'S OFFICE IN THE TOTAL AMOUNT OF $14,744.64 FOR EXPENSES INCURRED AT THE CLEVELAND COUNTY DETENTION CENTER ON JULY 3, 2021.

BACKGROUND:

A claim was filed by the Cleveland County Sheriff's Office in the amount of $14,744.64 for damage to a metal roll-up door when it was struck by a City Police Department vehicle on July 3, 2021, at the Detention Center, 2550 West Franklin Road.

DISCUSSION:

Investigation of this claim revealed that on July 3, 2021, a City police officer arrived at the Cleveland County Detention Center (CCDC) in order to drop off an arrestee. The receiving area door rolled up to allow the officer to drive under it; however, the door then began to roll downward. The officer attempted to drive under the door but was not able to clear it before the door came down on top of his vehicle. This resulted in minor damage to the officer's vehicle and major damage to the roll-up door of the facility.

The CCDC, being a government entity, contracts repair work through a local company who has quoted a repair estimate of $14,744.64 to repair and replace the metal roll-up door and its mechanical parts. As indicated above, there appears to be possible negligence on the part of the City in this matter and consequently potential liability on the City. CCDC's claim in the amount of $14,744.64 appears reasonable. Funds are available in Miscellaneous Services-Judgments (43122351-44705) to cover the claim.

RECOMMENDATION:

Based upon the above and foregoing, it is the recommendation of the City Attorney's Office that the claim of the Cleveland County Sheriff's Office, in the amount of $14,744.64 as set forth above, be approved.

CITY OF NORMAN
POST OFFICE BOX 370
NORMAN, OKLAHOMA 73070

NOTICE OF TORT CLAIM

CLAIMANT: Cleveland County Sheriff's Office DATE: 8/12/21

ADDRESS: 111 N. Peters Ave 6th floor CITY Norman

STATE: OK ZIP: 73069 PHONE: (H) 405-701-8888 (W) 405-439-0050

EMAIL ADDRESS: Jglasco@clevelandcounty ok.com

DATE OF INCIDENT: 7/3/21

LOCATION OF INCIDENT: Cleveland County Detention Center 2550 W Franklin Rd. Norman OK 73069

STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:

Norman PD tried to enter the vehicle sally port as the bay door (garage door) was closing. The bay door closed on top of the Norman Police vehicle and it ripped the door off the tracks and bent up the door. attached is a quote to replace the bay door with the same style door and video of the incident.

Cleveland County Sheriff's office is a government entity, we have used Commercial door llc for all work on our garage doors at our facilities.

(use additional pages if necessary)

MONETARY STATEMENT: List of expenses claimed for payment:

Steel roll up door	$ 14,744.64		$
	$		$
	$		$

TOTAL AMOUNT CLAIMED: $ 14,744.64

NAME AND ADDRESS OF INSURANCE COMPANY: N/A

AGENT:

THIS FORM MUST BE SIGNED AND RETURNED WITH ALL REQUESTED INFORMATION IN ORDER TO BE PROCESSED.

I SWEAR AND/OR AFFIRM THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Major James Glasco
CLAIMANT'S SIGNATURE

FILED IN THE OFFICE OF THE CITY CLERK ON 8/13/21

COMMERCIAL DOOR, LLC
987 N University Blvd
Normak, OK 73069
Ph: (405) 321-3667

PROPOSAL

282008

Customer Info	Job Info

Cleveland County Sheriffs
111 N Peters Ave Suite 600
Norman, OK 73069

Attn: **Capt. Glassco**

Damaged OHD
111 N Peters Ave Suite 600
Norman, OK 73069

Date	Proposal No	Submitted By	Reference
8/1/2021	282008	Kelly Weiman	

Description	Amounts
Commercial Door LLC proposes to: #1: Remove and replace (1) 12' x 14' HD insulated steel roll up door. Re-use the existing operator Furnish and install (1) Raynor 22 gauge insulated steel roll up door complete with hood with baffle, HD guides, bottom rail & safety edge. Re-use the existing operator and set for normal operation. 100K cycle count / high cycling product Price includes removal and disposal of old equipment. Note: customer can save about 1/3 of the cost of this door if we do not go with an insulated door. Ill send a new quote if this option is needed. Lead time is 65 days We will make all needed adjustments for safe and proper operation and warranty our craftsmanship for a period of one year upon completion. At Commercial Door LLC we value your business, and your time. We always strive to ensure that our clients are being provided the the highest level door service available. If theres anything you think we can do to make certain we are providing you maximum value, please reach out to any of our friendly staff and let us know. We look forward to hearing from you!	$14,744.64

Date	Payment Terms	Acceptance Terms	Valid Thru	Total Amount
8/1/2021	50% Deposit, 50% Completion	30 Days	8/31/2021	$14,744.64

Submitted By	Phone No	Email
Kelly Weiman, Sales Manager	(405) 519-0789	kweiman@321door.com

Terms & Conditions

Signature

ACCEPTED BY | PRINT NAME | EMAIL ADDRESS | DATE

1. 1. Terms
a. This offer is good for 30 days. A signed proposal (and deposit if required in terms above) or a certified contract must be returned to Commercial Door LLC. b. Offer may be revoked by Commercial Door LLC at any time prior to acceptance . Hidden or unanticipated damages and services are not included in proposal.
c. PROPOSAL DOES NOT INCLUDE THE COSTS OF PREVAILING WAGES, if required, unless specifically stated.
d. Past due accounts will be charged 1-1/2% per month on unpaid balances (18% annual rate).
1. 2. Scope
a. Commercial Door LLC proposes to furnish, deliver, and install the material cited on the proposal.
b. All prices for operator installation are based on wire, wiring, conduit, electrical hook up, and mounting of control panels by others, unless specifically stated in scope above.
c. All prices are based on all equipment being installed on the same trip with the driveway poured prior to delivery and installation. Additional charges will be added if additional trips are required due to site conditions .
d. OVERHEAD DOOR JAMBS AND SPRING PADS done by others. Additional charges will be added if jambs and spring pads are not ready prior to installation. e. HOLLOW METAL GROUTED FRAMES done by others

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF PAYMENT OF QUALITY JOBS INCENTIVE TO THE NORMAN ECONOMIC DEVELOPMENT COALITION IN THE AMOUNT OF $94,776.25 IN ACCORDANCE WITH CONTRACT K-1314-106, UNIVERSITY NORTH PARK TAX INCREMENT FINANCE DISTRICT #2 (TIF) DEVELOPMENT AGREEMENT NO. 6, AS AMENDED.

Item 10

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 09/14/2021
REQUESTER: Kathryn Walker

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF PAYMENT OF QUALITY JOBS INCENTIVE TO THE NORMAN ECONOMIC DEVELOPMENT COALITION IN THE AMOUNT OF $94,776.25 IN ACCORDANCE WITH CONTRACT K-1314-106, UNIVERSITY NORTH PARK TAX INCREMENT FINANCE DISTRICT #2 (TIF) DEVELOPMENT AGREEMENT NO. 6, AS AMENDED.

BACKGROUND:

On January 28, 2014 the Norman Tax Increment Finance Authority (NTIFA), Immuno Mycologics, Inc. (IMMY), and the Norman Economic Development Coalition (NEDC) memorialized an agreement (Development Agreement No. 6, herein DA#6) providing incentives for job creations related to an Advanced Manufacturing Facility to be built in the University North Park Tax Increment Financing District (UNP TIF). DA#6 supports the City of Norman's economic development plans for expanding employment, attraction of major investments, preservation and enhancement of the tax base, and facilitation of investments here in the City. DA#6 provides that job creation incentive payments earned by IMMY are assigned for payment to NEDC.

Definitions under DA#6

Qualifying Job and Qualifying Wage calculations. Employers qualifying for job creation incentives must create a "Quality Job" and pay a "Qualifying Wage". A "Quality Job" is defined as a "permanent full-time employ[ee] . . . which [receives] fringe benefits . . . [and receives] a "Qualifying Wage". The employee must work at least 35 hours a week a "normal year" or 1,680 hours per year, whichever is less. Additionally, a "Qualifying Wage" is defined as "the average wage per New Job that results in an average hourly rate of at least $24.04 per hour calculated on a quarterly basis" ($50,000 per year).

Incentive for Creation of New Quality Jobs Schedule Calculations. DA#6 provides a schedule which is used to calculate quality job creation incentives earned by IMMY by satisfying the "Quality Job" and "Qualifying Wage" requirements. Once the number of new jobs created has been determined, then the incentive schedule will prescribe the percentage of incentive that is available based on average salaries of the new jobs created.

Quarterly Maximums per New Job. The Incentive Schedule in DA#6 also provides maximum payments an employer can receive per new job created. For instance, once a qualifying quarterly average per-employee wage is determined, a comparison is necessary to make sure that the "Quarterly Max per New Job" section of the Incentive Schedule is not exceeded.

ANALYSIS of 2020 Quarterly OESC forms from IMMY

The baseline to determine the addition of “New Quality Jobs” in 2020 that could be considered for quality job creation incentive payments is the total number of employees shown on the quarterly form required to be filed with the Oklahoma Employment Security Commission (OESC) for Quarter 4 of 2013. The OESC form for Quarter 4 of 2013 filed by IMMY identifies 29 employees. The OESC forms filed by IMMY for each quarter of 2020 were then reviewed using 29 employees as the baseline to determine “New Quality Jobs”, and a “Qualifying Wage” for incentive considerations.

a. 2020 Quarter 1 - Incentive Payments

Total number of jobs indicated in this quarter is 86. This results in a net gain of 57 jobs. To identify the new jobs to be considered for incentive, the employees at the end of 2013 were compared to the employees in the current quarter using the last four digits of their social security number as an identifier. There were a total of 76 new employees when compared to December of 2013. Of those 76 new employees, the average quarterly payroll for the top 57 equaled $12,704.15 ($50,816.59 annual equivalent), which is an average hourly equivalent of $24.43. These 57 jobs meet the incentive payment criteria. Applying the yearly average salary to the Incentive Schedule, a 2.15% Credit is indicated. The incentive calculation for this quarter is $15,568.93.

However, the Incentive Schedule caps the quarterly quality job creation incentive payments paid per new job based on the Average *Quarterly* Salary. Here, the quarterly maximum per new job at 2.15% is capped at $268.75. Applying that capped amount to 57 new jobs equals a total quality job creation incentive payment of $15,318.75 for this quarter. Therefore, based on the quarterly analysis of jobs created in Quarter 1 of 2020, the quality job creation incentive earned by IMMY and payable to NEDC is $15,318.75.

b. 2020 Quarter 2 - Incentive Payments

Total number of jobs indicated in this quarter is 88. This results in a net gain of 59 jobs. To identify the new jobs to be considered for incentive, the employees at the end of 2013 were compared to the employees in the current quarter using the last four digits of their social security number as an identifier. There were a total of 78 new employees when compared to December of 2013. Of those 78 new employees, the average quarterly payroll for the top 59 equals $17,787.62 ($71,150.48 annual equivalent), which is an average hourly equivalent of $34.21. These 59 jobs meet the incentive payment criteria. Applying the yearly average salary to the Incentive Schedule, a 2.35% Credit is indicated. The incentive calculation for this quarter is $24,662.54.

However, the Incentive Schedule caps the quarterly quality job creation incentive payments paid per new job based on the Average *Quarterly* Salary. Here, the quarterly maximum per new job at 2.35% is capped at $411.25. Applying that capped amount to 59 new jobs equals a total quality job creation incentive payment of $24,263.75 for this quarter. Therefore, based on the quarterly analysis of jobs created in Quarter 2 of 2020, the quality job creation incentive earned by IMMY and payable to NEDC is $24,263.75.

c. 2020 Quarter 3 - Incentive Payments

Total number of jobs indicated in this quarter is 96. This results in a net gain of 67 jobs. To identify the new jobs to be considered for incentive, the employees at the end of 2013 were compared to the employees in the current quarter using the last four digits of their social security number as an identifier. There were a total of 86 new employees when compared to December of 2013. Of those 86 new employees, the average quarterly payroll for the top 67 equals $12,970.12 ($51,880.47 annual equivalent), which is an average hourly equivalent of $24.94. These 67 jobs meet the incentive payment criteria. Applying the yearly average salary to the Incentive Schedule, a 2.15% Credit is indicated. The incentive calculation for this quarter is $18,683.45.

However, the Incentive Schedule caps the quarterly quality job creation incentive payments paid per new job based on the Average *Quarterly* Salary. Here, the quarterly maximum per new job at 2.15% is capped at $268.75. Applying that capped amount to 67 new jobs equals a total quality job creation incentive payment of $18,006.25 for this quarter. Therefore, based on the quarterly analysis of jobs created in Quarter 3 of 2020, the quality job creation incentive earned by IMMY and payable to NEDC is $18,006.25.

d. 2019 Quarter 4 - Incentive Payments

Total number of jobs indicated in this quarter is 99. This results in a net gain of 70 jobs. To identify the new jobs to be considered for incentive, the employees at the end of 2013 were compared to the employees in the current quarter using the last four digits of their social security number as an identifier. There were a total of 89 new employees when compared to December of 2013. Of those 89 new employees, the total quarterly payroll for the top 70 equals $24,018.06 ($96,072.26 annual equivalent), which is an average hourly equivalent of $46.19. These 70 jobs meet the incentive payment criteria. Applying the yearly average salary to the Incentive Schedule, a 2.50% Credit is indicated. The incentive calculation for this quarter is $42,031.61
However, the Incentive Schedule caps the quarterly quality job creation incentive payments paid per new job based on the Average *Quarterly* Salary. Here, the quarterly maximum per new job at 2.50% is capped at $531.25. Applying that capped amount to 70 new jobs equals a total quality job creation incentive payment of $37,187.50 for this quarter. Therefore, based on the quarterly analysis of jobs created in Quarter 4 of 2020, the quality job creation incentive earned by IMMY and payable to NEDC is $37,187.50.

DISCUSSION:

After the calculation is done each year, the information is presented to Council to formally authorize the payment of the incentive to NEDC. Based on the quarterly analysis of jobs created for Calendar Year 2020, applied to the *Incentive for Creation of New Quality Jobs Schedule*, the quality jobs creation incentive earned by IMMY and payable to NEDC is as follows:

Quarter 1	$ 15,318.75
Quarter 2	$ 24,263.75
Quarter 3	$ 18,006.25
Quarter 4	$ 37,187.50
Total 2020 Quality Job Creation Incentive	$ 94,776.25

Summary

Development Agreement No. 6 required IMMY to create at least 50 Qualifying Jobs over the ten-year incentive period. As noted above Quality Job incentives were to be paid for those Quality Jobs that were paid a Qualifying Wage. Based on the 50 jobs to be created over the ten-year incentive period, the projected incentive to be earned at the end of 2020 was $37,625. These projections were very conservative.

Section 4c of Development Agreement No. 6 specifies that the maximum payment for earned incentives shall be limited to $770,000. This limit was included considering approximately 97 Quality Jobs at a Qualifying Wage over the ten-year time period. Under this scenario, the incentives projected to have been earned by IMMY by the end of 2020 totaled $100,165. The total Quality Job incentives actually earned by IMMY through 2020 are $275,968 which is 275% above projections.

Adequate funds are available in the Economic Development Activities Project (UT0008, account 57195542-46001).

RECOMMENDATION:

Staff recommends authorization of payment in the amount of $94,776.25 from University North Park TIF Funds set aside for such purpose to the Norman Economic Development Coalition pursuant to Development Agreement No. 6 as amended.

IMMY QUALITY JOB INCENTIVE PROJECTIONS - ASSIGNED TO NEDC

Incentive Commitment - Dev. Agr. # 6 — 5 employees per year - 50 employees are 10 years

Year	Target No. of New Jobs	Target Cumulative Jobs	Cumulative new jobs achieved	Target Qualifying Avg. Salary	Target Added Payrolls per year	Target Cumulative added Payrolls	Cumulative Added Payrolls Achieved	Target Incentive Per Year	Target Cumulative Incentive	Achieved Incentive per year	Cumulative Incentive Achieved
2014	5	5	5	$ 50,000	$ 250,000	$ 250,000	$ 93,028	$ 5,375	$ 5,375	$ 2,150	$ 2,150
2015	5	10	18	$ 50,000	$ 250,000	$ 500,000	$ 470,560	$ 5,375	$ 10,750	$ 12,775	$ 14,925
2016	5	15	25	$ 50,000	$ 250,000	$ 750,000	$ 918,838	$ 5,375	$ 16,125	$ 21,875	$ 36,800
2017	5	20	41	$ 50,000	$ 250,000	$ 1,000,000	$ 1,401,820	$ 5,375	$ 21,500	$ 33,634	$ 70,434
2018	5	25	51	$ 50,000	$ 250,000	$ 1,250,000	$ 2,187,023	$ 5,375	$ 26,875	$ 49,021	$ 119,455
2019	5	30	53	$ 50,000	$ 250,000	$ 1,500,000	$ 2,404,754	$ 5,375	$ 32,250	$ 61,736	$ 181,191
2020	5	35	70	$ 50,000	$ 250,000	$ 1,750,000	$ 3,807,603	$ 5,375	$ 37,625	$ 94,776	$ 275,968
2021	5	40		$ 50,000	$ 250,000	$ 2,000,000		$ 5,375	$ 43,000		
2022	5	45		$ 50,000	$ 250,000	$ 2,250,000		$ 5,375	$ 48,375		
2023	5	50		$ 50,000	$ 250,000	$ 2,500,000		$ 5,375	$ 53,750		
									$ 295,625	$ 275,968	

UNIVERSITY NORTH PARK TIF
DEVELOPMENT AGREEMENT NO. 6

This **ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT** (the "Agreement") made and entered this 28th day of JANUARY, 2014 by and among the **NORMAN ECONOMIC DEVELOPMENT COALITION** ("NEDC") a not for profit corporation organized under the laws of the State of Oklahoma, **IMMUNO MYCOLOGICS, INC.** (the "COMPANY"), a for-profit corporation authorized to transact business in the state of Oklahoma, and the **NORMAN TAX INCREMENT FINANCE AUTHORITY** (the "NTIFA"), a public trust having the CITY of Norman, Oklahoma as its Beneficiary.

WITNESSETH:

WHEREAS, the City of Norman, Oklahoma (hereinafter "CITY"), by Ordinance No. O-0506-66, adopted May 23, 2006, as amended by Ordinance No. O-0809-8, adopted August 26, 2008 (the "TIF Ordinance"), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 851, *et seq.*, adopted and approved the Norman University North Park Project Plan, as amended (the "Project Plan") and the project therein described (the "Project"); and

WHEREAS, the Project supports achievement of the CITY's economic development and redevelopment objectives for the Project area, including creation of a catalyst for expanding employment, attraction of major investment, preservation and enhancement of the tax base, and facilitation of investment, development and economic growth otherwise difficult, unlikely or impossible without the Project; and

WHEREAS, in accordance with the provisions of the Project Plan, the CITY has authorized up to $8,250,000 in Economic Development Project Costs (as hereinafter defined) to be funded through apportioned incremental revenues generated from retail sales activities and increases in property values in the Project Area; and

WHEREAS, the CITY, as authorized in the Project Plan, has designated NEDC to undertake the financing for construction and development in support of the economic development activities and objectives of the Project; and

WHEREAS, the NTIFA, with concurrence by the CITY, issued $8,250,000 in apportioned UNP TIF Economic Development Revenue Notes and $8,250,000 in non-apportioned UNP TIF Economic Development Revenue Notes to NEDC on June 29, 2011, to be used in furtherance of the Economic Development component of the Project Plan (herein the "ED TIF Notes"); and

WHEREAS, NEDC purchased thirty (30) acres of Economic Development property in the University North Park TIF area on October 13, 2010, for the development of the UNP TIF Business Park and purchased an additional thirty-one and sixty-seven hundredths (31.67) acres of Economic Development property in the University North Park TIF area on December 5, 2013, a portion of which is to be used for the development of the UNP TIF Advanced Manufacturing Project; and

WHEREAS, the CITY and NEDC have jointly applied for and been awarded a grant of $2,500,000 from the United States Economic Development Administration ("EDA Grant") for the purpose of assisting in the construction of certain infrastructure improvements associated with the Economic Development Property, with said improvements to be owned by CITY upon completion and acceptance thereof; and

WHEREAS, the COMPANY is opening a manufacturing operation in Norman, Oklahoma and intends to purchase Lot 3, Block 1 of the University North Park Corporate Center Section 2 for a set Retail Purchase Price of one million nine hundred twenty thousand dollars ($1,920,000) from the Norman Economic Development Coalition ("NEDC") in order to construct facilities to house such operations (the "COMPANY Project"); and

WHEREAS, the COMPANY desires to have a first right of refusal on three (3) additional lots in University North Park Corporate Center Sections 1 and 2 from NEDC; and

WHEREAS, the COMPANY plans to hire at least fifty new employees over the next ten (10) years for the COMPANY Project with the average wage paying above the Cleveland County average wage; and

WHEREAS, the construction and operation of the Facility will entail a capital expenditure of approximately $12,500,000 to be invested in machinery and equipment, and in the construction of the new building; and

WHEREAS, NEDC, through its ED TIF Notes, is willing to provide a discount of the retail purchase price to the COMPANY (the "Incentive"), with the expectation that the COMPANY endeavor to meet certain criteria relating to job creation and maintenance of jobs created; and

WHEREAS, NEDC, the NTIFA and the COMPANY desire to set forth their understanding and agreements as to the use of ED TIF Notes to assist with land acquisition costs, the obligation of the NTIFA to review and consider this Economic Development Performance Agreement, and the expectation of the COMPANY regarding job creation and long term commitment to the community;

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. DEFINITIONS.

For the purposes of this Agreement, capitalized terms will have the same meaning as the definitions contained in the University North Park Economic Development Agreement dated 9/21/10 (Contract No. K- 1011-75) unless otherwise modified below:

"Economic Development Tracts" means that real property included in the University North Park Corporate Center Final Plat, Section I and Section 2, both of which were approved by the CITY on October 23, 2012.

"Fringe Benefits" means payments or benefits provided to the employee beyond their base wage. It includes, at a minimum, health insurance with at least 50% of the premium paid by the employer.

"Purchase and Infrastructure Note" means that financing transaction or transactions between NEDC and its Lender that provides funds for the purchase of the Economic Development Tracts and the construction of the infrastructure necessary to service the Economic Development Tracts.

"Maintain" means that the New Jobs created pursuant to the Incentive will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs, once initially filled, will be treated as Maintained during periods in which such positions are not filled due to temporary reductions in the COMPANY's employment levels in connection with recruitment for open positions provided the period in which such position remains unfilled does not exceed three (3) months.

"Performance Date" means December 31, 2023. If the NTIFA and NEDC deems that good faith and reasonable efforts have been made and are being made by the COMPANY to achieve the Target, NEDC, in consultation with the NTIFA, may agree to extend the Performance Date by up to 12 months. If the Performance Date is extended, the NEDC shall send written notice of the extension to the COMPANY and NTIFA and the date to which the Performance Date has been extended shall be the "Performance Date" for the purposes of this Agreement.

"Quality Job" means new permanent full-time employment of an indefinite duration at the Facility for which fringe benefits are paid by the COMPANY for the employee during a period in which the COMPANY pays a "Qualifying Wage". Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the COMPANY's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs.

"Qualifying Wage" means the average wage per New Job that results in an average hourly rate of at least twenty-four dollars and four cents ($24.04) per hour calculated on a quarterly basis by dividing the total payroll for New Jobs to be considered for incentive in that quarter by the total number of New Jobs to be considered for incentive in that quarter and then dividing that quotient by five hundred twenty hours (average annual wage of at least $50,000).

"Target" means the COMPANY's obligations to create and maintain at least 50 Quality Jobs at the Facility, all as of the Performance Date.

"UNP ED TIF Revenues" means ten percent (10%) of the Retail Sales Tax Increment collected from transactions within the UNP TIF District and set aside for economic development project costs pursuant to the 2009 NTIFA Bond Indenture.

Section 2. OBLIGATIONS OF COMPANY

a. Purchase Economic Development Lot. Purchase from NEDC Lot 3, Block 1 of University North Park Corporate Center Section 2 (the "Site") at the Retail Purchase Price of $1,920,000 (the "Retail Purchase Price") (approximately $7.25 per square foot for approximately 264,845 sq. ft.). Of the total purchase price, Company will pay in cash at closing $1,150,000. The remainder of the Retail Purchase Price of $770,000 shall be satisfied with NEDC providing a discount to Company (the "Discount").

b. Construct Advanced Manufacturing Center. Begin construction of an Advanced Manufacturing Center on the Site no later than eighteen (18) months after closing on the land sale, investing capital of approximately $12,500,000 which will be invested in machinery and equipment, and in the construction of new buildings.

c. Create New Quality Jobs. Create new employment opportunities with the Project by hiring at least fifty (50) new employees over the next ten (10) years that qualify as Quality Jobs as defined herein.

d. Support Business Improvement District. Join in the Petition for a Business Improvement District (BID) to ensure maintenance obligations for Legacy Park, Legacy Trail and other common areas in the University North Park Development are met. Of the BID assessment attributable to the Site, COMPANY will contribute no more than $900 annually through the Performance Date.

e. Quality Job Incentive Payments. COMPANY recognizes that it may be entitled to certain Quality Job creation incentive payments pursuant to the Incentives Policy. COMPANY shall extend best good faith efforts to pursue grant of Quality Job creation incentives and shall forego any right to any such NTIFA Quality Job creation incentive payments and to the extent any such payments are made same shall be payable to NEDC.

f. Provide Job Creation documentation. On a quarterly basis, provide appropriate documentation of compliance with Quality Job creation obligations under this Agreement.

g. Allow for Private Annual Audit. Submit Company books and records for audit by an External Auditor for private review who will then report to the NTIFA and the NEDC regarding progress toward meeting the COMPANY'S obligations under this Agreement. The External Auditor shall be selected by NEDC with the concurrence of the General Manager of the NTIFA. NEDC shall pay the invoice of the External Auditor within thirty (30) days of submission of the invoice to the Company and NEDC. For this Project, the parties agree that the records necessary for private review would include payroll records to verify the accuracy of the OESC8 forms and pertinent additional records that confirm the COMPANY's good faith efforts to complete design of the facilities to be built in the Advanced Manufacturing Center, progress towards achieving a building

permit, and progress toward completion of construction of the facility and issuance of a Certificate of Occupancy.

Section 3. OBLIGATIONS OF NEDC

a. Provide Discount on Retail Purchase Price for Site. Make available for purchase by COMPANY Lot 3, Block 1 of University North Park Corporate Center Section 2 (the "Site") at the purchase price of $1,920,000 (approximately $7.25 per square foot for approximately 264,845 sq. ft.). Of the total purchase price, Company will pay in cash at closing $1,150,000. The remainder of the retail purchase price of $770,000 shall be paid with NEDC providing the Discount to Company.

b. Quality Job Incentive Payments. NEDC accepts any earned Quality Job incentive payments. NTIFA'S obligation under this Agreement shall be limited to a maximum payment for earned incentive of seven hundred seventy thousand dollars ($770,000). In the event the Quality Job incentive payments from the NTIFA to NEDC are less than the NTIFA's maximum obligation by the Performance Date, then NEDC waives any right to reimbursement from the NTIFA TIF Note.

c. First Right of Refusal. Within seven (7) days of receiving a written bona fide third party offer from a potential purchaser of Lot 2, Block 1 of University North Park Corporate Center Section 2, or Lot 7, Block 1 of University North Park Corporate Center Section 1, or Lot 2, Block 1 of University North Park Corporate Center Section 1, NEDC will notify COMPANY in writing of such offer and provide COMPANY seven (7) business days from the date of delivery of said notice to respond with a written offer to purchase the same property upon equal or better terms. If COMPANY desires to purchase the property in an amount and upon terms that are equal to or greater than the retail sales price offered by the other potential purchaser, then COMPANY shall execute and deliver a letter of intent to purchase said property to NEDC. Upon receipt of the letter of intent, NEDC and the COMPANY shall execute a purchase and sale agreement as soon as practical and close the sale of the property within thirty (30) days of delivery of the letter of intent. If either the letter of intent matching the third party offer is not timely delivered or the sale is not timely closed, then COMPANY will be automatically deemed to have waived all rights to exercise their first right of refusal on the subject property. NEDC will then be free to sell the parcel to other purchasers without restriction from COMPANY.

d. BID Assessments for the Site. Any annual assessments made against the Site for the BID in excess of $900 through the Performance Date shall be paid by NEDC, or others exclusive of COMPANY. Any BID payments made on behalf of COMPANY by NEDC may be funded through earned Quality Jobs payments assigned to NEDC as provided herein instead of applying said proceeds to the outstanding Purchase and Infrastructure Note noted in 3.f.2 or instead of applying

said proceeds to repayment of UNP TIF Economic Development funds as noted in 3.f.3.

e. Provide Infrastructure for Economic Development Land. Fund or cause to be funded, through loan, grant, cash or combination thereof, the installation of public infrastructure required by, and to the extent of, the accepted final plat of the University North Park Corporate Center Section 2;

f. Repayment of TIF ED Funds. In recognition that accumulated UNP ED TIF Revenues have been provided by the NTIFA to assist in financing the acquisition and public infrastructure for the UNP TIF Economic Development Properties as set out in 4.a below, NEDC agrees to the following:

1. The General Manager of the NTIFA will be notified of any and all such indebtedness entered into by NEDC that raises the debt profile of the NEDC by more than $25,000 on any occurrence;

2. Funds received by NEDC, if any, in connection with the Economic Development Tracts in the form of land sales, grant funds from the EDA Grant, grant funds received from the State of Oklahoma in the form of Industrial Access Roadway Funding, assigned Quality Jobs incentive payments, or other third party grants, shall be applied first to the outstanding balance of the Purchase and Infrastructure Note; and

3. Any fund proceeds from additional land sales from the Economic Development Tracts, after payment of all expenses and costs applicable to such sales (whether itemized on the closing settlement statement or outside of the settlement statement as related costs thereto), shall be paid to the NTIFA to reimburse the NTIFA for expenditures of UNP TIF ED funds.

Section 4. OBLIGATIONS OF THE NTIFA

a. In accordance with: Resolutions R-1011-39 allow the use of $694,203.69 plus earned interest to assist NEDC in financing the acquisition of thirty (30) acres of Economic Development property in the UNP TIF District; R-1213-64 allow use of 701,805.35 plus earned interest to assist NEDC in financing the acquisition of thirty-one and sixty-seven hundredths (31.67) acres of Economic Development property in the UNP TIF District; and R-1314-78 allow the use of accumulated TIF ED Revenues set aside under the prior Resolutions to assist NEDC in financing the public infrastructure improvements for the Economic Development property in the UNP TIF District.

b. Honor Economic Development Notes released under this Agreement, as authorized by Resolution No. R-1011-40, and fund the Economic Development Notes with UNP ED TIF Revenues not already pledged, on an annual basis through the Performance Date. To pay to NEDC, by virtue of the Assignment

herein, the incentives through creation of New Jobs as defined herein and consistent with the NEDC New Job Creation Incentives Policy (the "Incentives Policy").

c. NTIFA'S OBLIGATION UNDER THIS Agreement for quality job creation incentive payments as set out herein shall be limited to a maximum payment for earned incentive of seven hundred seventy thousand dollars ($770,000).

d. Seek City Council's authorization to allow the City Manager to waive bonding requirements for public infrastructure improvements on the Site to allow for concurrent construction of the public improvements with building improvements on the Site.

e. Monitor progress of the COMPANY's obligations under this Agreement.

Section 5. INCENTIVE FOR CREATION OF NEW QUALITY JOBS

Eligibility for incentive for creation of New Jobs will be determined in accordance with the following chart.

Average Salary		Percent Credit	Quarterly Max per New Job	Yearly Maximum per New Job	Project Max per New Job (10 years)
$35,000	$39,999	2.00%	$175.00	$700	$7,000
$40,000	$44,999	2.05%	$205.00	$820	$8,200
$45,000	$49,999	2.10%	$236.25	$945	$9,450
$50,000	$54,999	2.15%	$268.75	$1,075	$10,750
$55,000	$59,999	2.20%	$302.50	$1,210	$12,100
$60,000	$64,999	2.25%	$337.50	$1,350	$13,500
$65,000	$69,999	2.30%	$373.75	$1,495	$14,950
$70,000	$74,999	2.35%	$411.25	$1,645	$16,450
$75,000	$79,999	2.40%	$450.00	$1,800	$18,000
$80,000	$84,999	2.45%	$490.00	$1,960	$19,600
	$85,000 +	2.50%	$531.25	$2,125	$21,250

The COMPANY shall provide to the NTIFA and NEDC OESC8 forms filed with the Oklahoma Employment Security Commission that are submitted on a quarterly basis, and pertinent additional records that confirm the COMPANY's good faith efforts to complete design of the facilities to be built in the Advanced Manufacturing Center, progress towards achieving a building permit, and progress toward completion of construction of the facility and issuance of a Certificate of Occupancy to verify its progress in reaching the Target. Such progress reports will be provided on a quarterly basis, starting at the conclusion of the First Quarter for 2014 (March

31, 2014), and continuing each three months thereafter through the Performance Date. Quality Job incentives payments will be paid on an annual basis based on the number of New Jobs created following the NTIFA and NEDC'S acceptance and confirmation of the reports and data submitted by the COMPANY.

With each such quarterly report, the NTIFA and/or its designee will determine the amount of the Incentive due to NEDC based upon the table herein. Incentives shall not be unreasonably withheld and shall be disbursed to NEDC annually within thirty (30) days of acceptance and confirmation by the NTIFA and NEDC of the requirements set forth above. An annual report must be submitted to the NTIFA and NEDC at the conclusion of each calendar year.

Section 6. **NEDC or NTIFA Right of Repurchase**

a. Users. The purpose of the Economic Development Tract is to allow for the development of the Property for economic development activities that focus on attracting and retaining enterprises that offer the community of Norman quality employment opportunities. NEDC believes the COMPANY will meet or exceed the objectives of the UNP TIF for the Economic Development Tract and the more specific Economic Development Criteria that exemplify the COMPANY as a provider of Quality Jobs. The COMPANY will satisfy the following criteria:

1. COMPANY begins construction of an Advanced Manufacturing Center on the Site no later than eighteen (18) months after closing on the land sale; and

2. COMPANY will occupy the Advanced Manufacturing Center no later than thirty-six (36) months after closing the land sale as set out in 6.c below; and

3. Retain the Company and its employees and industry within the municipal boundaries of Norman Oklahoma; and

4. The Property will NOT be sold by the COMPANY for speculation or for the development of general offices for lease to the open market. Buildings planned for the Economic Development Tract must be planned as being at least 50% owner occupied at the time of move-in after a certificate of occupancy is issued by the City of Norman, and at least 75% owner occupied upon the date that is three (3) years after the certificate of occupancy is issued by the City of Norman.

The above shall be referred to herein as the **"Economic Development Criteria"**. In order to enforce the criteria above upon the COMPANY, COMPANY agrees to be unconditionally bound by an option of NEDC or NTIFA to repurchase and repossess the Property from COMPANY, as put forth in Section 6.c below, in the event that COMPANY does not meet the objectives of the UNP TIF for the

Economic Development Tract and the more specific Economic Development Criteria, and/or does not timely commence business operations on the Property.

b. Affiliated, Joint Purchaser. The COMPANY may be an individual person or entity that does not meet the Economic Development Criteria if such COMPANY is a close affiliate, insider, and owner of an entity that does meet the Economic Development Criteria, and the COMPANY is buying the Property solely for the purpose that the Property is to be used ONLY by the closely affiliated entity that meets the objectives of the UNP TIF for the Economic Development Tract and the more specific Economic Development Criteria. In addition, the COMPANY may be a combination of more than one unrelated entity that meets the objectives of the UNP TIF for the Economic Development Tract and the more specific Economic Development Criteria, such that in the event that the COMPANY's companies independent of each other do not need the entire area of the Property for each singular company, thus necessitating the purchase of the Property by more than one entity. In such a case, each separate entity acknowledges and agrees that each entity purchasing and using the Property shall be required to separately meet the objectives of the UNP TIF for the Economic Development Tract and the more specific Economic Development Criteria and in the event that either entity does not meet the objectives of the UNP TIF for the Economic Development Tract and the more specific Economic Development Criteria, then the entire Property may be subject to the Seller repurchasing the Property from all COMPANY entities.

c. Timing of Development; COMPANY shall be obligated to improve, occupy, and staff the Property within a reasonable period of time, and to do so in conformance and fulfillment of at least the Economic Development Criteria put forth in section 6.a above. COMPANY shall be considered to have fulfilled COMPANY's commitment to timely develop and occupy the Property at such point in time when COMPANY has fulfilled the Economic Development Criteria put forth in section 6.a above, and COMPANY has completed all of the following:

(1) Obtained a building permit for the COMPANY's improvements of a minimum 60,000 gross square foot facility to be placed on the Property, and which building permit shall be issued no later than eighteen (18) months after the date of Closing of the land purchase;

(2) Been issued a Certificate of Occupancy by the City of Norman for a minimum 60,000 gross square foot building improvements and interior finish spaces and which Certificate of Occupancy shall be issued no later than thirty-six (36) months after the date of Closing of the land purchase; and

d. Repurchase Right: In the event that COMPANY fails to timely meet any of the above stated deadlines and criteria in Sections 6.a through 6.e, then at any time within ten (10) years after the date of closing NEDC or NTIFA shall have the unconditional right and standing option, but not the obligation, to immediately publicly market and advertise the Property for sale and/or lease to third parties,

and repurchase, repossess, and reacquire the Property from COMPANY The NEDC or NTIFA must provide written intent to exercise the Option to COMPANY within one (1) year of discovering that the COMPANY has failed to meet a requirement within Section 6.a through 6.c, or 6.e. The rights of NEDC or NTIFA under the Option shall be memorialized on the record of the Property at Closing. In order to exercise the option set forth herein NEDC or NTIFA shall pay the COMPANY's purchase cost and construction costs in the Property as follows:

1. The Retail Purchase Price less the Discount by NEDC as put forth in this Agreement, together with

2. The greater of Construction costs, including only labor and material of the building improvements to the Property by COMPANY through a general contractor and subcontractors thereunder, as such costs were accounted for as capital expense improvements on the Property or the Fair Market Value of all improvements to the Property as of the date written notice is given of NEDC or NTIFA's intent to exercise the option set forth above. The Fair Market Value as defined in this paragraph shall be determined first by agreement between the parties. If the parties are unable to agree on Fair Market Value of the improvements, then the parties shall select a qualified commercial appraiser, located in the Oklahoma City metro area, by mutual agreement to inspect and determine the Fair Market Value of all the improvements on the Property. If the parties are unable to agree on a single appraiser to determine Fair Market Value, then each party shall submit one name of qualified commercial appraiser in the Oklahoma City metro area, and the two appraisers shall then select a third appraiser, and the three appraisers shall determine the appraised value. If the three cannot agree on an appraised value then they shall each report their opinion as to value and the average of such reports shall be deemed the Fair Market Value. Fair Market Value shall be determined by considering such factors as construction cost, depreciation, current condition of the improvements, comparable sales of similar facilities in the areas, or other methods commonly accepted by commercial real estate appraisers within the State of Oklahoma.

e. Option Upon Attempted Sale or Lease to Third Party. In the event that the Buyer intends to enter into any contract to sell, or deed to sell, or lease agreement for any part of the Property, or conveys or transfers any interests in the Property to any third party at any time within ten (10) years after Closing of the land purchase, NEDC or NTIFA shall have the same Option to re-purchase, reacquire and repossess the Property as put forth under Section 6.d above.

Section 7. NOTICES.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

If to the COMPANY, to:

IMMY, INC
2700 Technology Pl
Norman, OK 73071
Attention: Sean or Scott Bauman

With a copy to:

Goolsby, Proctor, Heefner & Gibbs, P.C.
701 North Broadway Avenue, Suite 400
Oklahoma City, OK 73102
Attention: Timothy A. Heefner, Esq.

If to the CITY, to:

CITY Manager
CITY of Norman, Oklahoma
P.O. Box 370
Norman, Oklahoma 73070

With a copy to:

CITY Attorney
CITY of Norman, Oklahoma
P.O. Box 370
Norman, Oklahoma 73070

If to the Authority to:

General Manager
Norman Tax Increment
Finance Authority
P.O. Box 370
Norman, Oklahoma 73070

With a copy to:

General Counsel
Norman Tax Increment
Finance Authority
P.O. Box 370
Norman, Oklahoma 73070

If to NEDC, to:

Executive Director
Norman Economic Development Coalition
710 Asp Avenue, Suite 100
Norman, Oklahoma 73069

with a copy to:

SP Rieger PLLC
Attn: Sean Paul Rieger, Esq.
136 Thompson Drive
Norman, OK 73069

Section 8. MISCELLANEOUS.

a. *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto as to the Incentive and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective

successors and assigns. The COMPANY may not assign its rights and obligations under this Agreement without the prior written consent of the NTIFA.

b. *Governing Law; Venue*: This Agreement is made, and is intended to be performed, in the State of Oklahoma and shall be construed and enforced by the laws of the State of Oklahoma. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the District Court of Cleveland County, Oklahoma, and such litigation shall be brought only in such court.

c. *Counterparts*: This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

d. *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(this space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

Immuno Mycologics, Inc.
Company Name

By _____
Name: Sean Bauman
Title: President & CEO
Date: 5-7-2014

Norman Economic Development Coalition

By _____
Name: DONALD M WOOD
Title: Executive Director
Date: 1-30-14

Norman Tax Increment Finance Authority

ATTEST:
Brenda Hall
Secretary

By _____
Name: Cindy Rosenthal
Title: Chairman
Date: January 28, 2014

TAX INCREMENT FINANCE AUTHORITY OFFICIAL SEAL OKLAHOMA

Approved as to form and legality this 27 day of January, 2014.

Kathryn L. Walker, Assistant City Attorney

IMMY Quality Job Incentive Earnings 2020 - Assigned to NEDC

1ST QUARTER QUALIFYING JOBS
(Average Hourly Wage of at least $24.04)

Employee #	Total Wages Paid:
1	$ 35,083.14
2	$ 26,000.22
3	$ 24,978.62
4	$ 21,561.48
5	$ 20,638.50
6	$ 20,391.12
7	$ 20,262.48
8	$ 17,929.38
9	$ 16,456.71
10	$ 16,223.61
11	$ 16,153.86
12	$ 15,743.22
13	$ 15,000.18
14	$ 14,881.08
15	$ 14,613.90
16	$ 14,414.94
17	$ 14,377.80
18	$ 13,997.64
19	$ 13,951.86
20	$ 12,933.24
21	$ 12,511.84
22	$ 12,102.60
23	$ 11,724.00
24	$ 11,696.52
25	$ 11,589.42
26	$ 10,919.52
27	$ 10,916.28
28	$ 10,881.66
29	$ 10,680.90
30	$ 10,595.52
31	$ 10,500.90
32	$ 10,164.00
33	$ 10,076.46
34	$ 10,016.38
35	$ 10,013.20
36	$ 9,884.94
37	$ 9,877.86
38	$ 9,531.66
39	$ 9,480.90
40	$ 9,327.18
41	$ 9,269.52
42	$ 9,187.16
43	$ 9,168.45
44	$ 9,124.00
45	$ 9,000.00
46	$ 8,989.20
47	$ 8,867.94
48	$ 8,867.22
49	$ 8,598.18
50	$ 8,341.89
51	$ 8,298.30
52	$ 8,272.98
53	$ 8,157.55
54	$ 8,098.70
55	$ 7,990.88
56	$ 7,947.10
57	$ 7,872.64
Sum	**$ 724,136.43**
Avg. Qrt. Paid	**$ 12,704.15**
Avg. Year Paid	**$ 50,816.59**
Avg. Hourly	**$ 24.43**

2ND QUARTER QUALIFYING JOBS
(Average Hourly Wage of at least $24.04)

Employee #	Total Wages Paid:
1	$ 46,897.52
2	$ 35,346.10
3	$ 35,123.60
4	$ 34,484.66
5	$ 32,516.33
6	$ 31,352.66
7	$ 30,833.05
8	$ 27,998.61
9	$ 26,878.79
10	$ 25,418.64
11	$ 24,435.53
12	$ 22,846.17
13	$ 21,613.90
14	$ 21,374.94
15	$ 20,719.36
16	$ 20,677.29
17	$ 20,342.62
18	$ 20,125.55
19	$ 20,050.87
20	$ 19,613.02
21	$ 17,948.19
22	$ 17,204.77
23	$ 17,140.25
24	$ 16,777.82
25	$ 16,589.42
26	$ 16,539.35
27	$ 16,051.84
28	$ 15,307.23
29	$ 15,231.06
30	$ 14,891.06
31	$ 14,454.74
32	$ 14,247.04
33	$ 13,905.68
34	$ 13,903.72
35	$ 13,903.21
36	$ 13,808.60
37	$ 13,622.65
38	$ 13,427.38
39	$ 12,447.04
40	$ 12,325.84
41	$ 12,106.06
42	$ 12,044.00
43	$ 11,958.48
44	$ 11,928.32
45	$ 11,891.66
46	$ 11,638.44
47	$ 11,615.71
48	$ 11,500.00
49	$ 11,364.75
50	$ 11,065.33
51	$ 11,049.42
52	$ 10,917.52
53	$ 10,901.51
54	$ 10,900.66
55	$ 10,468.79
56	$ 10,187.73
57	$ 10,172.70
58	$ 9,963.38
59	$ 9,419.04
Sum	**$ 1,049,469.60**
Avg. Qrt. Paid	**$ 17,787.62**
Avg. Year Paid	**$ 71,150.48**
Avg. Hourly	**$ 34.21**

3RD QUARTER QUALIFYING JOBS
(Average Hourly Wage of at least $24.04)

Employee #	Total Wages Paid:
1	$ 36,563.10
2	$ 30,935.65
3	$ 27,159.26
4	$ 23,852.64
5	$ 22,946.16
6	$ 21,762.48
7	$ 21,561.48
8	$ 19,506.22
9	$ 18,852.48
10	$ 18,573.36
11	$ 18,461.52
12	$ 18,170.94
13	$ 16,897.08
14	$ 15,767.76
15	$ 15,524.26
16	$ 15,151.50
17	$ 15,051.84
18	$ 14,839.38
19	$ 14,548.81
20	$ 13,666.37
21	$ 13,625.52
22	$ 13,565.52
23	$ 13,044.46
24	$ 12,817.26
25	$ 12,469.56
26	$ 12,300.90
27	$ 11,839.38
28	$ 11,567.10
29	$ 11,538.48
30	$ 11,404.14
31	$ 11,343.24
32	$ 10,877.44
33	$ 10,856.28
34	$ 10,814.80
35	$ 10,768.74
36	$ 10,224.00
37	$ 10,152.06
38	$ 10,067.52
39	$ 9,988.80
40	$ 9,794.94
41	$ 9,792.30
42	$ 9,777.86
43	$ 9,762.48
44	$ 9,732.92
45	$ 9,692.31
46	$ 9,641.74
47	$ 9,620.67
48	$ 9,591.84
49	$ 9,495.00
50	$ 9,439.68
51	$ 9,439.48
52	$ 9,118.16
53	$ 9,015.00
54	$ 8,963.59
55	$ 8,930.00
56	$ 8,876.28
57	$ 8,681.88
58	$ 8,663.73
59	$ 8,640.00
60	$ 8,611.01
61	$ 8,283.16
62	$ 7,976.85
63	$ 7,955.90
64	$ 7,781.96
65	$ 7,636.76
66	$ 7,604.64
67	$ 7,420.16
Sum	**$ 868,997.79**
Avg. Qrt. Paid	**$ 12,970.12**
Avg. Year Paid	**$ 51,880.47**
Avg. Hourly	**$ 24.94**

4TH QUARTER QUALIFYING JOBS
(Average Hourly Wage of at least $24.04)

Employee #	Total Wages Paid:
1	$ 76,396.87
2	$ 70,875.13
3	$ 57,038.44
4	$ 54,722.72
5	$ 50,787.55
6	$ 47,414.78
7	$ 45,713.67
8	$ 43,815.03
9	$ 39,148.62
10	$ 38,800.48
11	$ 33,444.24
12	$ 32,100.28
13	$ 31,500.00
14	$ 31,077.68
15	$ 29,299.33
16	$ 28,513.47
17	$ 28,461.56
18	$ 27,897.10
19	$ 27,870.78
20	$ 24,853.77
21	$ 24,465.84
22	$ 24,147.98
23	$ 24,095.15
24	$ 22,604.89
25	$ 22,438.98
26	$ 21,794.41
27	$ 21,660.74
28	$ 21,107.56
29	$ 21,057.61
30	$ 20,613.50
31	$ 19,919.66
32	$ 19,653.83
33	$ 19,521.64
34	$ 18,676.55
35	$ 18,574.95
36	$ 18,358.34
37	$ 18,093.96
38	$ 17,791.32
39	$ 17,657.22
40	$ 17,507.50
41	$ 17,504.56
42	$ 17,260.42
43	$ 17,113.94
44	$ 17,027.49
45	$ 16,946.15
46	$ 16,708.20
47	$ 16,650.00
48	$ 16,536.20
49	$ 16,444.77
50	$ 15,773.98
51	$ 15,465.95
52	$ 15,430.59
53	$ 15,242.65
54	$ 15,126.28
55	$ 15,105.05
56	$ 15,034.05
57	$ 14,906.33
58	$ 14,690.28
59	$ 14,658.20
60	$ 14,577.50
61	$ 14,127.35
62	$ 13,992.15
63	$ 13,900.30
64	$ 13,586.30
65	$ 13,370.77
66	$ 13,304.49
67	$ 13,067.70
68	$ 12,871.43
69	$ 12,699.30
70	$ 12,668.98
Sum	**$ 1,681,264.49**
Avg. Qrt. Paid	**$ 24,018.06**
Avg. Year Paid	**$ 96,072.26**
Avg. Hourly	**$ 46.19**

File Attachments for Item:

11. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF $1,600 FROM ARMSTRONG BANK TO BE USED TO PURCHASE SERVICES AND ITEMS FOR THE NORMAN POLICE DEPARTMENT'S NATIONAL NIGHT OUT EVENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Item 11

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Lisa Tullius

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF $1,600 FROM ARMSTRONG BANK TO BE USED TO PURCHASE SERVICES AND ITEMS FOR THE NORMAN POLICE DEPARTMENT'S NATIONAL NIGHT OUT EVENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Armstrong Bank would like to donate $1,600 to the National Night Out Community Event hosted by the Norman Police Department. In accordance with City Code, Section 8-111, any donation in excess of $250 must be accepted by the City Council. This item is being brought forward for that purpose.

DISCUSSION:

This is an unsolicited donation to cover the cost of a DJ, $600 and $1000 to defray other costs in relation to the National Night Out event hosted by the Police Department.

RECOMMENDATION:

It is recommended the City of Norman accept the donation of $1600 into the Police Donations account (106-363376) and appropriate $1,600 into the Other Supplies/Materials–Community Outreach (10660322-43136) for expenses incurred for the National Night Out Event.

File Attachments for Item:

12. CONSIDERATION OF GRANTING, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-15: TO OKLAHOMA GAS & ELECTRIC COMPANY RELATING TO THE CONSTRUCTION OF THE NORMAN PARKS MAINTENANCE FACILITY AND TRANSIT MAINTENANCE FACILITY BUILDINGS LOCATED AT THE NORTH BASE COMPLEX.

Item 12

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: September 14, 2021

REQUESTER: Elisabeth Muckala, Asst. City Attorney

PRESENTER: Elisabeth Muckala, Asst. City Attorney

ITEM TITLE: CONSIDERATION OF GRANTING, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-15: TO OKLAHOMA GAS & ELECTRIC COMPANY RELATING TO THE CONSTRUCTION OF THE NORMAN PARKS MAINTENANCE FACILITY AND TRANSIT MAINTENANCE FACILITY BUILDINGS LOCATED AT THE NORTH BASE COMPLEX.

BACKGROUND:

Parks Maintenance Facility: On October 13, 2015, the citizens of Norman voted to fund the Norman Forward Program with a limited term ½ percent sales tax increase for 15 years. This initiative included a number of high-priority projects outlined in the 2014 Library Master Plan Update, the 2009 Norman Parks and Recreation Master Plan and additional projects designed to provide recreational opportunities for Norman residents. One such project was the construction of the Griffin Park Sports Complex.

The Norman Forward Program includes a Maintenance Facility for the City of Norman Parks and Recreation Department. This facility was originally to be relocated from Reaves Park to Griffin Park; however, the City now intends to construct a new Parks, and City Transit/Public Safety Maintenance Facility adjacent to the City's current Fleet Maintenance Facility at the North Base Complex, located at 1301 Da Vinci Street near the Norman Municipal Airport. The proposed multi-departmental facility will provide maintenance for City Parks and Recreation vehicles and equipment, City Transit System buses, and Public Safety vehicles and equipment.

Transit Maintenance Facility: In August of 2018, University of Oklahoma officials advised City of Norman staff of their desire to transfer non-campus bus services in Norman to another operator by the end of the 2019 fiscal year. On July 1, 2019, operation of non-campus bus services in Norman were transferred from the University to the City.

On July 30, 2019, the City Council approved Contract K-1920-32, leasing a portion of University-owned property located at 510 Chesapeake, commonly referred to as the OU Transportation Operations Center, for office space, maintenance bays, and fleet storage, until December 31, 2019. On December 10, 2019, the City and the University extended that lease agreement until

June 30, 2020. On April 28, 2020, the City and the University extended that lease agreement until December 31, 2020. The latest extension of this agreement lasts through September, 2021.

North Base Complex Design: On March 14, 2017, the Norman City Council approved Contract K-1617-114 between the City of Norman and PDG, LLC d.b.a. Planning Design Group, in the amount of $761,000 for Professional Architectural Design Services for the Griffin Park Sports Complex.

Because PDG, LLC was performing the professional architectural design services for the Griffin Park Sports Complex, city staff recommended amending their contract to include design of the new Parks Maintenance Facility. These services were over and above those included in Contract K-1617-114. Due to the desire to co-locate the Parks, City Transit and Public Safety Maintenance Facilities at the North Base Campus, staff further recommended including master planning and design of the City Transit and Public Safety Maintenance Facilities in the amended contract.

On August 27, 2019, the Norman City Council approved Amendment No. 1 to Contract K-1617-114 between the City of Norman and PDG, LLC d.b.a. Planning Design Group, in the amount of $430,280 for additional Professional Architectural Design Services to add the City Park Maintenance Facility and Transit/Public Safety Maintenance Facility to the existing contract for the Griffin Park Sports Complex.

On April 14, 2020, the Norman City Council approved Amendment No. 3 to Contract K-1617-114 between the City of Norman and PDG, LLC d.b.a. Planning Design Group, in the amount of $316,370 for additional Professional Architectural Design Services to provide for an increased project scope and to add bidding services and construction administration services for the City Park Maintenance Facility and Transit/Public Safety Maintenance Facility to the existing contract for the Griffin Park Sports Complex.

On September 8, 2020, the Norman City Council approved Amendment No. 5 to Contract K-1617-114 between the City of Norman and PDG, LLC d.b.a. Planning Design Group, in the amount of $49,500 for additional architectural design services for the proposed City Parks and Transit/Public Safety Maintenance Facility to include proposed building and parking revisions, project phasing, renderings, and inclusion of federal third party contracting requirements needed for FTA Grant funding.

On September 8, 2020, the Norman City Council approved Amendment No. 4 to Contract K-1516-110 between the City of Norman, Oklahoma, The Norman Municipal Authority, and ADG, P.C., in the amount of $157,180 adding Construction Phase Services for the North Base Complex, Phase 1 Project to the scope of projects receiving program management services.

On October 13, 2020, the Norman City Council approved Contract K-2021-35 with Flintco LLC, in the amount of $8,648,000 for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

On March 9, 2021, the Norman City Council approved Change Order No. 1 to Contract K-2021-35 with Flintco LLC, in the amount of $64,737.65 and 20 Calendar Days, for the

construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

DISCUSSION:

These facilities are nearing completion in the coming months and City Staff has discussed its need for electrical service lines with Oklahoma Gas & Electric (OG&E). Easement E-2122-15 will provide access to OG&E to install and maintain electric service lines and equipment for the power supply to the new Transit/Public Safety Fleet and Parks Maintenance Buildings located at the North Base Complex.

The legal description incorporated into E-2122-15 covers the premises necessary for the placement and maintenance of these lines. The easement language is identical to language previously allowed in easements granted to OG&E. The language allows for the placement and maintenance of the necessary service lines.

RECOMMENDATION:

Staff recommends approval of Easement E-2122-15, a utility easement to OG&E for the installation and maintenance of service lines necessary to serve the Parks Maintenance and Transit Maintenance Facilities.

AFTER RECORDING RETURN TO:
OGE ELECTRIC SERVICES
TIMOTHY J. BAILEY, M/C WNM-12
PO BOX 321
OKLAHOMA CITY OK 73101-0321

EASEMENT

Work Order #7388736

KNOW ALL MEN BY THESE PRESENTS: THAT **THE CITY OF NORMAN, OKLAHOMA, a Municipal Corporation,** Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY,** an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, operate, maintain, and reconstruct underground and/or above ground a system of conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, upon and across the following real property and premises, situated in Cleveland County, State of Oklahoma, to wit:

A part of the **NE/4, SECTION 24, T9N, R3W,** I.M., being a part of a tract of land described in deed recorded in Book 2965, Pages 283-284, at the County Clerk's office, as described in Exhibit "A" and shown on Exhibit "B", attached hereto and hereby made a part of this easement.

Grantor further covenants and agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (2011) Section 142.1, et. seq. (One-call statute).

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Approved this _____ day of _____, 2021, by the City of Norman.

ATTEST: _____
Brenda Hall, City Clerk

THE CITY OF NORMAN, OKLAHOMA, a Municipal Corporation

City Seal

By: _____
Breea Clark, Mayor

CITY ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND SS;
Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2021, personally appeared Breea Clark, of the City of Norman, Oklahoma, a Municipal Corporation, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor, and acknowledged to me that she executed the same as her free and voluntary act and deed of such city, for the uses and purposes therein set forth.

My Commission Expires: _____

Commission # _____

_____
Notary Public

R/W File No. City of Norman Parks & Recreation Buildings on Da Vinci Street
Form 469 D (Rev 5/2018) SNOR_UG-C1.DOT tjb Atlas Sheet No.059-274B

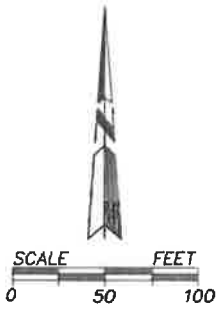
EXHIBIT "A"

To that certain easement from the City of Norman, Oklahoma, a Municipal Corporation to Oklahoma Gas and Electric Company.

An easement in the **NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY FOUR (24), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST** of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474, on August 10, 2021. Bearings are Based on an deed bearing of S00°25'33"E on the East Line of said NE1/4 and as shown on attached Easement Sketch, said easement further described as: being Ten (10) feet in width, Five (5.00) feet each side of a centerline described as follows:

COMMENCING at the NE corner of said NE1/4;
Thence S00°25'33"E, on the East Line of said NE1/4 for a distance of 1337.30 feet;
Thence N29°21'31"W, for a distance of 13.50 feet;
Thence N90°00'00"W, for a distance of 603.88 feet;
Thence S00°00'00"E, for a distance of 25.00 feet, to the **POINT OF BEGINNING**;
Thence S00°18'28"E, on said centerline for a distance of 66.25 feet;
Thence N89°04'58"E, on said centerline for a distance of 118.45 feet, to the **POINT OF TERMINATION**.

EXHIBIT "B"
EASEMENT SKETCH



The edges of the attached easement shall be lengthened or shortened as required to terminate at all property lines and buildings as shown hereon so as not to create encroachments on this easement.

NE Cor.
NE1/4 Sec. 24
Ex. "X"
OCCR by LS 148

1337.30'
S00°25'33"E

N90°00'00"W
603.88'

POB

S00°00'00"E
25.00'

S00°18'28"E
66.23'

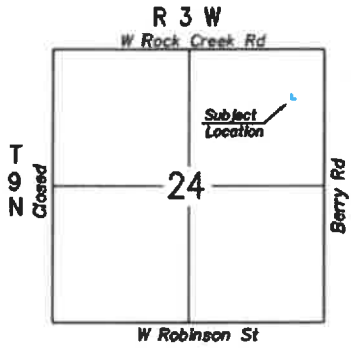
N29°21'31"W
13.50'

POT

118.45'
N89°04'58"E

See Attached
OG&E Easement
Description

Ex. Bld



LOCATION MAP

Section Line

Timothy D. Pollard
Timothy G. Pollard, PLS 1474
Dated: August 10, 2021

REGISTERED PROFESSIONAL LAND SURVEYOR
TIMOTHY G. POLLARD
1474
OKLAHOMA

5276.52'
S00°25'33"E

SE Cor.
SE1/4 Sec. 24
Ex. "X"
OCCR by LS 1474

Note: Bearings Are Based On An Deed Bearing Of S00°25'33"E Between Existing Monuments On The East Line Of The NE1/4 Sec. 24, T9N, R3W, I.M. Cleveland County, Oklahoma.

(●) – Indicates Existing 1/2" Iron Pin Or Monument as Noted.

(OCCR) – Indicates Oklahoma Certified Corner Record On File With The Oklahoma Department Of Libraries Archives Division.

I, Timothy G. Pollard, a Professional Land Surveyor, hereby certify that the attached drawing is a true and accurate representation of the attached easement description and is subject to all notes and qualifying statements.

OKLAHOMA GAS AND ELECTRIC COMPANY				
POLLARD & WHITED SURVEYING INC. 2514 TEE DRIVE, NORMAN, OKLAHOMA 73069 CA#2380 EXP 06-30-23 405-366-0001		OG&E EASEMENT SKETCH WO# 7388736 PART OF THE NE1/4 SEC. 24, T9N, R3W, I.M. CLEVELAND COUNTY, OKLAHOMA		REVISIONS:
DRAWN BY: J. THOMAS	DATE: August 10, 2021	FILE #: 24-9n3w.ASC	DATE: July 26, 2021	SCALE: 1" = 100'
APPROVED BY: D. MEEKS	DATE: August 10, 2021	DRWG #: 19-9n2w.DWG	DATE: August 10, 2021	SHEET 1 OF 1

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. FOUR TO CONTRACT K-1920-46: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CIMARRON CONSTRUCTION COMPANY, L.L.C., DECREASING THE CONTRACT AMOUNT BY $47,723.76 FOR A REVISED CONTRACT AMOUNT OF $2,229,715.80 AND ADDING 60 CALENDAR DAYS TO THE CONTRACT FOR THE GRAY STREET AND TONHAWA STREET WATER LINE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $158,668.63.

Item 13

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Nathan Madenwald, P.E., Utilities Engineer

PRESENTER: Nathan Madenwald, P.E., Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. FOUR TO CONTRACT K-1920-46: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CIMARRON CONSTRUCTION COMPANY, L.L.C., DECREASING THE CONTRACT AMOUNT BY $47,723.76 FOR A REVISED CONTRACT AMOUNT OF $2,229,715.80 AND ADDING 60 CALENDAR DAYS TO THE CONTRACT FOR THE GRAY STREET AND TONHAWA STREET WATER LINE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $158,668.63.

BACKGROUND: This project replaced approximately 11,500 feet of 6, 8, and 12-inch water line generally along Gray Street and Tonhawa Street and associated side streets from North Base Avenue to Porter Avenue. The existing water lines were cast iron pipe and were constructed over 50 years ago and have had numerous leaks resulting in significant loss of water and damage to the overlying or adjacent roadway. Repairs to the water line were time consuming for staff and were very disruptive to traffic in the area as repairs were completed. The newly installed waterlines will improve water transmission and are constructed of non-corrosive PVC.

On April 14, 2015, the Norman Utilities Authority (NUA) approved Contract K-1415-120 with C.H. Guernsey and Company (Guernsey) of Oklahoma City, Oklahoma, in the amount of $39,400 to provide surveying, design, and construction services associated for approximately 3,600 feet of 12-inch and 8-inch water line along Main Street, Flood Avenue, Gray Street and University Avenue. On June 13, 2017, the NUA approved Amendment No. 1 to Contract K-1415-120 with Guernsey in the amount of $87,200 (total contract of $126,600) to provide surveying, design, and construction services associated for approximately 6,750 feet of 12-inch and 8-inch water line. On May 28, 2019, the NUA approved Amendment No. 2 to Contract K-1415-120 with Guernsey in the amount of $26,500 (total contract of $153,100) to provide surveying, design, and construction services associated with approximately 1,500 additional feet of water line.

The construction contract, K-1920-46, for the construction of the Gray and Tonhawa Street Waterline Replacement project was awarded to Cimarron Construction Company, LLC by the NUA on January 15, 2020. Change Orders Nos. 1 and 2 were approved on May 11, 2020, and October 9, 2020, respectively. Change Order No. 1 in the amount of -$24,519.44 authorized the contractor to utilize directional drilling for areas of the project and also added 350 linear feet of pipe for replacement along University Boulevard from Tonhawa Street to Daws Street. Change

Order No. 2 in the amount of $32,054 adjusted the amount of 8 and 12-inch line to be replaced by directional drilling and added new pay items to account for fire services that were identified during the course of the project.

Change Order No. 3 was approved on April 13, 2021, and added scope to the project for the replacement of additional water line along Porter Avenue outside of the scope of the Porter Acres Intersection project where the existing water lines are being replaced. The additional line for replacement was from south of Hughbert Street north to Rich Street and the cost for this change order was $132,940.

DISCUSSION: Proposed final Change Order No. 4 will reconcile bid quantities to final field quantities. No new items of work are included on this change order. As shown in the change order, the overall project cost will decrease by a total of $47,723.76 or approximately 2.23% below the original contract amount.

Additionally, the proposed final Change Order No. 4 will add 60 calendar days of additional contract time due to coordination conflicts with the Porter Acres Intersection project and testing challenges experienced during construction.

Approval of Change Order No. 4, acceptance of the project, and payment of the final claim are recommended by the Engineer.

RECOMMENDATION: Staff recommends the NUA approve Change Order No. 4; accept Project WA0202/WA0224 Gray and Tonhawa Street Water Line Replacement; and authorize final payment in the amount of $158,668.83 to Cimarron Construction Company, LLC.

NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE:	August 20, 2021
CHANGE ORDER NO.:	Four (4)
CONTRACT NO.:	K-1920-46
PROJECT:	WA0202/WA0224 - Gray and Tonhawa Water Line Replace
CONTRACTOR:	Cimarron Construction Company
	3501 NE 63rd Street, Oklahoma City, OK 73121

	Contract Time		Contract Amount	
ORIGINAL:	270	calendar days	$2,136,965.00	
PREVIOUS CHANGE ORDERS:	180	calendar days	$140,474.56	
THIS CHANGE ORDER:	60	calendar days	-$47,723.76	-2.23%
REVISED AMOUNT:	510	calendar days	$2,229,715.80	

ORIGINAL START DATE:	March 4, 2020
ORIGINAL COMPLETION DATE:	November 29, 2020
PREVIOUS COMPLETION DATE:	May 28, 2021
NEW COMPLETION DATE:	July 27, 2021

DESCRIPTION:	Increase / Decrease ($)
Final change order to rectify quantities based on as-built conditions.	-47,723.76
Add 60 days of contract time due to coordination with the Porter - Acres project and testing challenges that impacted the timeline for restoration	0.00
Cimarron Construction Company agrees to complete the work as amended and modified by Change Order No. 4 as described above.	

SUBMITTED BY CONTRACTOR: Chris McMurtrey — Cimarron Construction Company — Date: 8-20-21

REGISTERED PROFESSIONAL ENGINEER BRETT A. BIESEMEYER 15023 OKLAHOMA

RECOMMENDED BY ENGINEER: Brett Biesemeyer, Guernsey — Date: 8-23-21

APPROVED AS TO FORM AND LEGALITY: City Attorney — Date: _____

ACCEPTED BY NORMAN UTILITIES AUTHORITY: City Manager — Date: _____

Change Order No. 4								Page 2 of 2
Contract K-1920-46								
			Attachment 1					
Bid Item	Description	Units	Current Contract Amount	Unit Price	Original Contract Amount	Quantity Increase/ Decrease	Cost Increase / Decrease	Percent Change
1	12-Inch Waterline (PVC, C-900, DR-18)	LF	4,860	$56.00	$272,160.00	-189.00	-$10,584.00	-3.89%
2	8-Inch Waterline (PVC, C-900, DR-18)	LF	6,290	$47.00	$295,630	-231.00	-$10,857.00	-3.67%
3	6-Inch Waterline (PVC, C-900, DR-18)	LF	370	$50.00	$18,500	86.00	$4,300.00	23.24%
6	12-Inch Gate Valve & Box	EA	23	$2,700.00	$62,100	-1.00	-$2,700.00	-4.35%
7	12-Inch x 90 Degree Bend	EA	3	$1,100.00	$3,300	-2.00	-$2,200.00	-66.67%
8	12-Inch x 45 Degree Bend	EA	32	$800.00	$25,600	-14.00	-$11,200.00	-43.75%
9	12-Inch x 22.5 Degree Bend	EA	3	$750.00	$2,250	-2.00	-$1,500.00	-66.67%
10	12-Inch x 11.25 Degree Bend	EA	6	$725.00	$4,350	-5.00	-$3,625.00	-83.33%
12	12-Inch x 8-Inch Tee	EA	8	$1,200.00	$9,600	3.00	$3,600.00	37.50%
13	12-Inch x 6-Inch Tee	EA	3	$1,120.00	$3,360	1.00	$1,120.00	33.33%
15	12-Inch x 8-Inch Cross	EA	2	$2,175.00	$4,350	-2.00	-$4,350.00	-100.00%
16	8-Inch Gate Valve & Box	EA	30	$1,475.00	$44,250	2.00	$2,950.00	6.67%
17	8-Inch x 90 Degree Bend	EA	2	$550.00	$1,100	2.00	$1,100.00	100.00%
18	8-Inch x 45 Degree Bend	EA	39	$500.00	$19,500	-9.00	-$4,500.00	-23.08%
19	8-Inch x 22.5 Degree Bend	EA	6	$500.00	$3,000	4.00	$2,000.00	66.67%
20	8-Inch x 11.25 Degree Bend	EA	7	$500.00	$3,500	-5.00	-$2,500.00	-71.43%
21	8-Inch Plug & Cap	EA	2	$300.00	$600	8.00	$2,400.00	400.00%
22	8-Inch x 8-Inch Tee	EA	6	$700.00	$4,200	2.00	$1,400.00	33.33%
24	8-Inch x 8-Inch Cross	EA	3	$1,100.00	$3,300	-1.00	-$1,100.00	-33.33%
25	8-Inch x 6-Inch Reducer	EA	4	$350.00	$1,400	7.00	$2,450.00	175.00%
26	6-Inch x 6-Inch Tapping Sleeve	EA	1	$2,700.00	$2,700	-1.00	-$2,700.00	-100.00%
27	6-Inch Tapping Valve & Box	EA	1	$2,300.00	$2,300	-1.00	-$2,300.00	-100.00%
28	6-Inch Gate Valve & Box	EA	6	$1,000.00	$6,000	4.00	$4,000.00	66.67%
29	6-Inch x 90 Degree Bend	EA	9	$400.00	$3,600	-4.00	-$1,600.00	-44.44%
30	6-Inch x 45 Degree Bend	EA	10	$400.00	$4,000	1.00	$400.00	10.00%
31	6-Inch x 22.5 Degree Bend	EA	2	$400.00	$800	-2.00	-$800.00	-100.00%
32	6-Inch x 11.25 Degree Bend	EA	2	$400.00	$800	-2.00	-$800.00	-100.00%
33	6-Inch Plug & Cap	EA	4	$300.00	$1,200	11.00	$3,300.00	275.00%
34	6-Inch x 6-Inch Tee	EA	1	$550.00	$550	1.00	$550.00	100.00%
36	Bore and Steel Encasement (12-Inch Water Main)	LF	1	$550.00	$550	-1.00	-$550.00	-100.00%
37	Bore and Steel Encasement (8-Inch Water Main)	LF	51	$330.00	$16,830	6.00	$1,980.00	11.76%
38	Boring Without Casing – 12-Inch Pipe	LF	128	$165.00	$21,120	28.00	$4,620.00	21.88%
39	Boring Without Casing – 8-Inch Pipe	LF	364	$155.00	$56,420	60.00	$9,300.00	16.48%
40	Boring Without Casing – 6-Inch Pipe	LF	62	$85.00	$5,270	20.00	$1,700.00	32.26%
41	12-Inch C900 PVC (DR-18) within Steel Casing	LF	60	$135.00	$8,100	-60.00	-$8,100.00	-100.00%
42	Fire Hydrant Assembly	EA	25	$4,900.00	$122,500	3.00	$14,700.00	12.00%
43	3/4-Inch Single Short Service	EA	79	$1,275.00	$100,725	2.00	$2,550.00	2.53%
44	3/4-Inch Single Long Service	EA	61	$1,930.00	$117,730	-12.00	-$23,160.00	-19.67%
45	1-Inch Single Short Service	EA	2	$1,550.00	$3,100	1.00	$1,550.00	50.00%
46	1-Inch Single Long Service	EA	3	$2,150.00	$6,450	1.00	$2,150.00	33.33%
47	1 ½-Inch Single Short Service	EA	3	$3,135.00	$9,405	1.00	$3,135.00	33.33%
48	1 ½-Inch Single Long Service	EA	4	$3,735.00	$14,940	-1.00	-$3,735.00	-25.00%
49	2-Inch Single Short Service	EA	4	$3,850.00	$15,400	-2.00	-$7,700.00	-50.00%
50	2-Inch Single Long Service	EA	3	$4,500.00	$13,500	-1.00	-$4,500.00	-33.33%
51	Meter Relocation – 1-Inch and Smaller	EA	20	$450.00	$9,000	-19.00	-$8,550.00	-95.00%
52	Meter Relocation – 1.5-Inch and Larger	EA	10	$520.00	$5,200	-10.00	-$5,200.00	-100.00%
53	8-Inch Wet Connection	EA	10	$1,800.00	$18,000	-1.00	-$1,800.00	-10.00%
54	6-Inch Wet Connection	EA	4	$950.00	$3,800	10.00	$9,500.00	250.00%
55	Asphalt Pavement Cut & Repair	SY	930	$200.00	$186,000	597.22	$119,444.00	64.22%
56	Concrete Pavement Cut & Repair	SY	755	$150.00	$113,250	-351.06	-$52,659.00	-46.50%
57	Remove and Replace Gravel	SY	90	$16.00	$1,440	-81.00	-$1,296.00	-90.00%
58	Remove and Replace Curb & Gutter	LF	400	$34.00	$13,600	184.00	$6,256.00	46.00%
59	Remove and Replace Sidewalk	SY	833.5556	$100.00	$83,356	-185.57	-$18,556.56	-22.26%
60	Remove and Replace Sidewalk Ramps	SY	110	$180.00	$19,800	-11.34	-$2,041.20	-10.31%
61	Detectable Warning Surface	SF	220	$95.00	$20,900	-14.00	-$1,330.00	-6.36%
62	Remove & Replace Driveway	SY	869	$120.00	$104,280	-320.45	-$38,454.00	-36.88%
64	Remove & Replace Pavement Striping	LF	1,000	$11.00	$11,000	-267.00	-$2,937.00	-26.70%
65	Solid Slab Sodding	SY	1,540	$3.00	$4,620	193.00	$579.00	12.53%
SUBTOTAL					$2,071,875.56		($36,850.76)	-1.78%
CHANGE ORDER PAY ITEMS								
CO1-1	12-Inch Direction Drill (Additional to Bid Item 1)	LF	2,184	$41.00	$89,544	-178.00	-$7,298.00	N/A
CO1-2	8-Inch Direction Drill (Additional to Bid Item 1)	LF	2,253	$40.00	$90,120	-40.00	-$1,600.00	N/A
CO1-3	12-Inch Solid Sleeve (Associated w/ Item CO1-1)	EA	12	$650.00	$7,800	5.00	$3,250.00	N/A
CO1-4	8-Inch Solid Sleeve (Associated w/ Item CO1-2)	EA	18	$425.00	$7,650	-9.00	-$3,825.00	N/A
CO2-1	6-Inch x 4-inch Reducer	EA	2	$700.00	$1,400	-2.00	-$1,400.00	N/A
SUBTOTAL					$205,214		-$10,873.00	-0.52%
	Note that Original Contract Amount for Items CO1-1 through CO1-4 are the amounts established by Change Order No. 1.							
	Original Contract Amount				$2,136,965.00			
	Change Order No. 1				*-$24,519.44*	*-1.15%*		
	Change Order No. 2				$32,054.00	1.50%		
	Change Order No. 3				$132,940.00	6.22%		
	Change Order No. 4				-$47,723.76	-2.23%		
	Final Contract Amount				$2,229,715.80			

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-1920-123: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND JORDAN CONTRACTORS, INC., INCREASING THE CONTRACT AMOUNT BY $7,451.31 FOR A REVISED CONTRACT AMOUNT OF $469,885.31 AND ADDING 270 CALENDAR DAYS TO THE CONTRACT FOR THE FYE 2017 SEWER MAINTENANCE PROJECT PHASE 2, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $39,235.11.

Item 14

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Nathan Madenwald, P.E., Utilities Engineer

PRESENTER: Nathan Madenwald, P.E., Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-1920-123: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND JORDAN CONTRACTORS, INC., INCREASING THE CONTRACT AMOUNT BY $7,451.31 FOR A REVISED CONTRACT AMOUNT OF $469,885.31 AND ADDING 270 CALENDAR DAYS TO THE CONTRACT FOR THE FYE 2017 SEWER MAINTENANCE PROJECT PHASE 2, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $39,235.11.

BACKGROUND: In 2001, the citizens of Norman approved a five dollar per month sewer maintenance fee to provide for the systematic replacement of aged and deteriorating neighborhood sewer lines. The FYE17 Sewer Maintenance Project (SMP17) study area is shown on the attached map. After extensive study by Norman Utilities Authority (NUA) staff of Sewer Line Maintenance Division and Utilities Engineering, the sanitary sewer lines within the study area were determined to require rehabilitation or replacement, repair, or no action due to the pipe and appurtenances being in good condition.

The SMP17 study area is generally bounded by Cavecreek Street to the north, Porter Avenue to the west, Rock Creek Road to the south, and 12th Avenue NE to the east. It will replace about 28,500 feet (about 5.7 miles) of old sewer lines and rehabilitate or replace 161 manholes. Generally, the selected contractor will install high-density polyethylene (HDPE) sewer pipe, primarily using the pipe-bursting technique. This technique allows long lengths of joint less HDPE piping to be pulled into the old pipe at manholes as it is expanded with the bursting tool. House sewer service connections are then re-connected to the new pipe and approximately 455 private residences will be affected.

Bids were opened on March 12, 2020, and Horseshoe Construction, Inc., of La Porte, Texas was the lowest responsible bidder for the Base Bid at $2,796,161.25. On April 14, 2020, the NUA authorized award and approved Contract K-1920-73 with Horseshoe Construction, Inc., for $2,796,161.25. The 15-inch sewer replacement that was bid as an alternate was determined to be too high and was rebid as Phase 2. Bids for Phase 2 were opened on April 9, 2020, and Jordan Contractors, Inc., was the lowest responsible bidder at $370,105. On April 28, 2020, the NUA authorized award and approved Contract K-1920-123 with Jordan Contractors, Inc. Change Order No. 1 was approved by the NUA on July 14, 2020, and added 637 feet of 15-inch to the pipe for replacement and three additional manholes for rehabilitation.

DISCUSSION: The proposed final Change Order No. 2 includes three items:

1. Bid quantities will be reconciled to match final as-built quantities;
2. Five additional pay items will be created:
    a. Rip Rap – This item was required to provide erosion control for sections of the channel that were necessary to be disturbed during the project and where sod could not be used due to shade from the existing tree canopy.
    b. Rock Backfill – The street repair work eliminated from the contract but rock backfill under street repair areas to ensure that proper compaction was achieved.
    c. Access Gate – To allow for access to water trees planted for the restoration efforts, an access gate to the construction corridor was necessary.
    d. Manhole Repair – Winding Creek Circle – The manhole located within the street of Winding Creek Circle was determined to be damaged at no fault of the contractor. Repair of the manhole was necessary prior to rehabilitation.
    e. Manholes Lids – This item was necessary for replacing two additional manhole lids for the project.
3. Additional contract time is warranted due to construction challenges from geotechnical conditions that impacted production and weather conditions that impacted manhole rehabilitations.

As shown in the change order, the overall project cost will increase by a total of $7,451.31 or approximately 2.01% above the original contract amount.

Approval of Change Order No. 2, acceptance of the project, and payment of the final claim are recommended by staff.

This project is being accounted for in Project WW0307, Account 32193338-46101.

RECOMMENDATION: Staff recommends the NUA approve Change Order No. 2; accept FYE 2017 Sewer Maintenance Project Phase 2; and authorize final payment in the amount of $39,235.11 to Jordan Contractors, Inc.

NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE: September 2, 2021

CHANGE ORDER NO.: Two (2)

CONTRACT NO.: Contract K-1920-123

PROJECT: FYE 2017 Sewer Maintenance Project, Phase 2

CONTRACTOR: Jordan Contractors, Inc.
123 South Broadway
Tecumseh, OK 74873

	Contract Time		Contract Amount
ORIGINAL:	120	calendar days	$370,105.00
PREVIOUS CHANGE ORDERS:	30	calendar days	$92,329.00
THIS CHANGE ORDER:	270	calendar days	$7,451.31
REVISED AMOUNT:	420	calendar days	$469,885.31

ORIGINAL START DATE: June 8, 2020

ORIGINAL COMPLETION DATE: October 6, 2020

PREVIOUS COMPLETION DATE: November 5, 2020

NEW COMPLETION DATE: August 2, 2021

DESCRIPTION:	$ Increase	$ Decrease
Item 1: Adjustment of existing pay item quantities from "as-bid" to "as-built" quantities.	$ -	$ 9,118.00
Item 2: Addition of new pay items for rip rap, rock backfill, a new stockade fence gate, repair of one manhole, and two new manhole lids.	$ 16,569.31	$ -
Item 3: Addition of contract time due to geotechnical conditions that impacted production and weather conditions that impacted manhole rehabilitation.	$ -	$ -
TOTAL	$	7,451.31

SUBMITTED BY CONTRACTOR: Jordan Contractors, Inc. Date: _____

RECOMMENDED BY ENGINEER: Nathan Madenwald, P.E. , Capital Projects Engineer Date: _____

REVIEWED AS TO FORM AND LEGALITY: Kathryn Walker, City Attorney Date: _____

ACCEPTED BY NORMAN UTILITIES AUTHORITY: Breea Clark, Chairperson Date: _____

Change Order No. 2					Page 2 of 2
Contract K-1920-123					
Attachment 1					
Item 1: Adjustment of existing pay item quantities from "as-bid" to "as-built" quantities.					
Item 2: Addition of new pay items for rip rap, rock backfill, a new stockade fence gate, repair of one manhole, and two new manhole lids.					
Item 3: Addition of contract time due to geotechnical conditions that impacted production and weather conditions that impacted manhole rehabilitation.					
Bid Item	Description	Unit	Quantity	Unit Price	Total Price
2	Pre-Construction Clean and TV Inspection	LF	(19.00)	$5.00	-$95.00
4	Pipe-burst 15-inch Pipe to 16-inch HDPE Pipe	LF	(79.00)	$110.00	-$8,690.00
5	Seal and Epoxy Coat Manhole with New Ring and Cover to 6 foot Depth	EA	(2.00)	$3,000.00	-$6,000.00
6	Seal and Epoxy Coat Manhole Additional Depth MH Wall Greater Than 6-Foot	VF	12.40	$400.00	$4,960.00
8	Re-Connect Existing Service to New HDPE Sewer	EA	(1.00)	$1,500.00	-$1,500.00
9	Curb and Gutter Removal and Replacement	LF	(15.00)	$75.00	-$1,125.00
10	Sidewalk Removal and Replacement	SY	(4.40)	$75.00	-$330.00
11	Pavement Removal and Replacement	SY	73.00	$100.00	$7,300.00
12	Street Pavement Removal and Replacement	SY	(30.00)	$120.00	-$3,600.00
13	Site Restoration	LS	-	$8,000.00	$0.00
14	Post Construction Clean and TV Inspection	LF	(19.00)	$2.00	-$38.00
	Net Change to Contract Price - Existing Pay Items =				**-$9,118.00**
CO2-1	18" Rip Rap	TONS	116	$78.00	$9,048.00
CO2-2	Rock Backfill	TONS	229	$24.39	$5,585.31
CO2-3	Access Gate	LS	1	$736.00	$736.00
CO2-4	Manhole Repair - Winding Creek Circle	LS	1	$650.00	$650.00
CO2-5	Manhole Lids	EA	2	$275.00	$550.00
	Net Change to Contract Price - New Pay Items =				**$16,569.31**
	Total Change to Contract Price				**$7,451.31**

APPLICATION AND CERTIFICATE FOR PAYMENT

Owner: Norman Utilities Authority, 201-C West Gray, Norman, OK 73070
Project Name: WW0307II - FYE 17 Sewer Maintenance Project Phase II
Contract No. K-1920-123 PO No. 20007595
Start Date: June 8, 2020 End Date: August 1, 2021

Contractor: Jordan Contractors, Inc.
Address: 123 S Broadway, Tecumseh, OK 74873

Application No. 7 - Final Application Date: September 2, 2021

For the period: July 1, 2021 thru August 1, 2021, inclusive.

CONTRACTOR'S APPLICATION FOR PAYMENT

1	Original Contract Amount			$370,105.00
2	Net Change by Change Order(s)			$99,780.31
3	Revised Contract Amount (Line 1 + Line 2)			$469,885.31
4	Total Completed To Date			$469,885.31
5	Stored Materials This Date			$0.00
6	Total Completed and Stored (Line 4 + Line 5)			$469,885.31
7	Retainage:			
	a Completed Work at	0%	of Line 4	$0.00
	b Stored Materials at	0%	of Line 5	$0.00
	Total Retainage (Lines 7a + 7b)			$0.00
8	Total Earned Less Retainage (Line 6 less Line 7)			$469,885.31
9	Previous Payments:			
	a Previously Paid to Contractor			$357,877.20
	b Previously Paid to Vendors			$72,773.00
	Total Previously Paid (Lines 9a + 9b)			$430,650.20
10	Amount Due This Estimate			
	a Invoices to be Paid by NUA (new materials stored)			$0.00
	b Amount Due to Contractor			$39,235.11
	Total Amount Due This Estimate (Line 8 less Line 9)			$39,235.11
11	Balance to Complete, Including Retainage			$0.00

The undersigned Contractor certifies that to the best of the Contrcator's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were isssued and payments received from the Owner, and that current payment shown is now due.

Contractor: Jordan Contractors, Inc.

By: _____ Date: 9/2/2021
Jimmy Jordan, Owner

State of: Oklahoma

County of: Pottawatomie

Subscribed and sworn to before me this

2 day of September, 2021.

Notary Public: Leesa Townsend

My Commission expires: 6-5-2024

LEESA TOWNSEND
Notary Public - State of Oklahoma
Commission Number 20006641
My Commission Expires Jun 5, 2024

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $39,235.11

Engineer: Norman Utilities Authority

By: _____ Date: 9/3/21
Nathan Madenwald, PE - Util. Engr.

Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

APPROVAL OF THE OWNER

Owner: Norman Utilities Authority

By: _____ Date: 9/3/21
Nathan Madenwald, PE - Util. Engr.

INVOICE AFFIDAVIT

State of: Oklahoma

County of: Pottawatomie

P. O. No. 20007595

Invoice No. 7 - Final

Amount $39,235.11

The undersigned Contractor, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affiant further states that the work as shown by this invoice has been completed in accordance with the plans, specifications furnished the Affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, or money or any other thing of value to obtain payment of the invoice or procure award of this Contract order pursuant to which an invoice is submitted.

Contractor: Jordan Contractors, Inc.

By: _____
Jimmy Jordan, Owner

Subscribed and sworn to before me this

2 day of September, 2021

Notary Public: Leesa Townsend

My Commission expires: 6-5-2024

LEESA TOWNSEND
Notary Public - State of Oklahoma
Commission Number 20006641
My Commission Expires Jun 5, 2024

THIS FORM MUST BE COMPLETED AND SUBMITTED BEFORE ANY INVOICE OVER $25,000.00 CAN BE PROCESSED FOR PAYMENT.

WW0307II - FYE 17 Sewer Maintenance Project Phase II			Payment Request No. 7 - Final						Period Ending:	08/01/21	
Jordan Contractors, Inc.			Work Completed						Page 4 of 5		
123 S Broadway, Tecumseh, OK 74873											
Bid Item	Description	Qty.	Units	Unit Price	Total Price	Qty. This Estimate	Qty. Previous Estimates	Qty. To Date	Amount This Estimate	Amount Previous Estimates	Amount To Date	% Complete
1	Mobilization/Demobilization and Insurance	1.00	LS	$6,000.00	$6,000.00		1.00	1.00	$ -	$ 6,000.00	$ 6,000.00	100.000%
2	Pre-Construction Clean and TV Inspection	2,958	LF	$5.00	$14,790.00		2,958.00	2958.00	$ -	$ 14,790.00	$ 14,790.00	100.000%
3	OSHA Trench Safety	1.00	LS	$5,000.00	$5,000.00		1.00	1.00	$ -	$ 5,000.00	$ 5,000.00	100.000%
4	Pipe-burst 15-inch Pipe to 16-inch HDPE Pipe	2,958	LF	$110.00	$325,380.00		2,958.00	2958.00	$ -	$ 325,380.00	$ 325,380.00	100.000%
5	Seal and Epoxy Coat Manhole with New Ring and Cover to 6 foot Dept	12	EA	$3,000.00	$36,000.00		12.00	12.00	$ -	$ 36,000.00	$ 36,000.00	100.000%
6	Seal and Epoxy Coat Manhole Additional Depth MH Wall Greater Than	74	VF	$400.00	$29,760.00		74.40	74.40	$ -	$ 29,760.00	$ 29,760.00	100.000%
7	Bypass Pumping	1.25	LS	$8,000.00	$10,000.00		1.25	1.25	$ -	$ 10,000.00	$ 10,000.00	100.000%
8	Re-Connect Existing Service to New HDPE Sewer	0.00	EA	$1,500.00	$0.00		0.00	0.00	$ -	$ -	$ -	-
9	Curb and Gutter Removal and Replacement	5	LF	$75.00	$375.00		5.00	5.00	$ -	$ 375.00	$ 375.00	100.000%
10	Sidewalk Removal and Replacement	11	SY	$75.00	$795.00		10.60	10.60	$ -	$ 795.00	$ 795.00	100.000%
11	Pavement Removal and Replacement	93	SY	$100.00	$9,300.00		93.00	93.00	$ -	$ 9,300.00	$ 9,300.00	100.000%
12	Street Pavement Removal and Replacement	0	SY	$120.00	$0.00		0.00	0.00	$ -	$ -	$ -	-
13	Site Restoration	1.25	LS	$8,000.00	$10,000.00		1.25	1.25	$ -	$ 10,000.00	$ 10,000.00	100.000%
14	Post Construction Clean and TV Inspection	2,958	LF	$2.00	$5,916.00		2,958.00	2958.00	$ -	$ 5,916.00	$ 5,916.00	100.000%
CO2-1	18" Rip Rap	116	TONS	$78.00	$9,048.00	116.00		116.00	$ 9,048.00	$ -	$ 9,048.00	100.000%
CO2-2	Rock Backfill	229	TONS	$24.39	$5,585.31	229.00		229.00	$ 5,585.31	$ -	$ 5,585.31	100.000%
CO2-3	Access Gate	1	LS	$736.00	$736.00	1.00		1.00	$ 736.00	$ -	$ 736.00	100.000%
CO2-4	Manhole Repair - Winding Creek Circle	1	LS	$650.00	$650.00	1.00		1.00	$ 650.00	$ -	$ 650.00	100.000%
CO2-5	Manhole Lids	2	EA	$275.00	$550.00	2.00		2.00	$ 550.00	$ -	$ 550.00	100.000%
Total Base Bid					**$469,885.31**				**$ 16,569.31**	**$ 453,316.00**	**$469,885.31**	**100.000%**

WW03071l - FYE 17 Sewer Maintenance Project Phase II | **Payment Request No.** | **7 - Final** | **Period Ending:** | **08/01/21**

Jordan Contractors, Inc. | **Materials Summary** | **Page 5 of** | **5**

Item	Supplier	Invoice Number	Invoice Date	Description	Pay Request No.	Invoice Total	Total Amount Paid	% Paid	Invoice Balance	Est. #1 Materials Installed	Est. #2 Materials Installed	Est. #3 Materials Installed	Est. #4 Materials Installed	Est. #5 Materials Installed	Est #6 Materials Installed	Est #7 Materials Installed	Materials Installed	Materials Remaining	% Remaining
1	Pioneer Supply	INV2685	06/26/20	16" x 50' DIPS SDR17 HDPE	1	50,040.00	0.00	0%	50,040.00		6,797.10	21,829.95	21,412.95				50,040.00	0.00	0%
2	Pioneer Supply	INV4028	07/31/20	16" x 50' DIPS SDR17 HDPE	2	14,595.00	0.00	0%	14,595.00					14,595.00			14,595.00	0.00	0%
3	Pioneer Supply	INV4887	08/26/20	Fittings	2	4,064.00	0.00	0%	4,064.00		1,183.00	2,695.00		186.00			4,064.00	0.00	0%
4	Primary Structure	112520	11/25/20	MH Ring and Cover	4	4,074.00	0.00	0%	4,074.00					4,074.00			4,074.00	0.00	0%
5							0.00	0%	0.00								0.00	0.00	#DIV/0!
6							0.00	0%	0.00								0.00	0.00	#DIV/0!
7							0.00	0%	0.00								0.00	0.00	#DIV/0!
8							0.00	0%	0.00								0.00	0.00	#DIV/0!
9							0.00	0%	0.00								0.00	0.00	#DIV/0!
10							0.00	0%	0.00								0.00	0.00	#DIV/0!
11							0.00	0%	0.00								0.00	0.00	#DIV/0!
12							0.00	0%	0.00								0.00	0.00	#DIV/0!
13							0.00	0%	0.00								0.00	0.00	#DIV/0!
14							0.00	0%	0.00								0.00	0.00	#DIV/0!
	Totals					72,773.00	0.00	0%	72,773.00	0.00	7,980.10	24,524.95	0.00	18,855.00	0.00	0.00	72,773.00	0.00	



SMP2017 Phase 2

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

N
W E
S

SMP Phase II - CO 1
SMP 2017 Phase II
SS Gravity Mains
Manholes

1 inch = 173 ft
June 23, 2020

File Attachments for Item:

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-15 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND THE UNITED STATES BUREAU OF RECLAMATION ACCEPTING A GRANT IN THE AMOUNT OF $700,109 TO CONDUCT A PILOT STUDY OF TREATMENT PROCESSES TO CONFIRM FEASIBILITY OF INDIRECT POTABLE REUSE.

Item 15

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: September 14, 2021

REQUESTER: Kenneth Giannone, PE

PRESENTER: Kenneth Giannone, PE, Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-15 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND THE UNITED STATES BUREAU OF RECLAMATION ACCEPTING A GRANT IN THE AMOUNT OF $700,109 TO CONDUCT A PILOT STUDY OF TREATMENT PROCESSES TO CONFIRM FEASIBILITY OF INDIRECT POTABLE REUSE.

BACKGROUND:

In 2012, the Oklahoma State legislature passed the *Water for 2060 Act*, which included an aggressive statewide goal of consuming no more freshwater in 2060 than was consumed in 2010. In response, Oklahoma Department of Environmental Quality (ODEQ) began an aggressive campaign to promulgate both non-potable and potable water reuse regulations. As part of these newly promulgated regulations, ODEQ requires that any jurisdiction considering the indirect potable reuse perform a pilot study of treatment processes recommended and designed by an engineer to meet site-specific parameters and compile a report that outlines the treatment performance of the processes being tested and any impacts, expected or unexpected, that these processes might have on plant operations and maintenance if fully implemented.

Also in 2012, Alan Plummer Associates prepared the *Lake Thunderbird Water Reuse Feasibility Study* for the Central Oklahoma Master Conservancy District (COMCD). The report supported the augmentation of potable water supplies in Lake Thunderbird with treated municipal reuse water. The report further determined that by augmenting Lake Thunderbird, Norman Utilities Authority (NUA) could address reliability concerns at Lake Thunderbird, trim the usage/demand placed on its limited groundwater supply, and potentially eliminate the need to purchase either treated or untreated water from adjacent Oklahoma City. This report also recommended that a pilot study be performed to further confirm feasibility and, if feasible, determine the best possible technologies for treatment.

On February 11, 2020, the NUA approved Contract K-1920-115 with Garver, LLC (Garver) in the amount of $533,250 to design and assist in implementing a pilot study. The study will meet ODEQ requirements while investigating and comparing (1). two biological nutrient removal (BNR) technologies; (2). three or four pilot scale filter technologies to achieve very low effluent nutrient levels; and (3). advanced oxidations processes (AOPs) for removal of constituents of

emerging concern (CECs). The study utilizes two of six existing aeration basins and two of six secondary clarifiers (and will not impact the ongoing treatment process at the WRF in any way).

In accordance with this Contract, Garver would provide oversight during pilot installation and operation but that NUA would rent, construct and or install and operate the pilot equipment and do all sampling. However, since the pilot project was comprised of constructing temporary process units that upon completion, would be disassembled and removed; it was agreed that all aspects of the pilot study should fall within the engineer's purview. As a result, Amendment No. 1 to Contract K-1920-115 was approved by NUA on July 14, 2020 which consolidated all aspects of the pilot project into Garver's scope of work. Garver's work will be completed in accordance with ODEQ requirements for potable reuse pilot studies and all interim and final reports will be approved by ODEQ. For this added work (including cost to temporarily construct, and then, upon completion disassemble and remove, pilot processes), Garver's contract total was increased from $533,250 to $3,424,160.

DISCUSSION:

The United States Bureau of Reclamation (BOR) maintains a grant program for what it defines as "Title XVI Research Projects". Specifically, these are projects that "support the development and supplement of urban and irrigation water supplies through reuse, improving efficiency, providing flexibility during water shortages, and diversifying the water supply for the general public." In 2019, NUA applied for a grant to assist in funding this pilot study. BOR agreed that the project met the requirements for a Title XVI grant, and, in fact, they consider the project to be of particular importance because it will provide valuable data to other inland jurisdictions toward validating treatment strategies that do not generate a high-concentration brine. If successful, this will eliminate the challenge of disposing of brine, which can be very costly and can make an otherwise viable potable reuse program economically unviable. For these reasons, they have approved a grant to NUA in the amount of $700,109. BOR requires that all grant recipients enter into a Contract detailing the reasons for, and affirming the requirements and obligations of both parties associated with the grant.

If approved, the final net cost of the project will be $2,724,051 ($3,424,160 total project cost - $700,109 grant = $2,724,051). The grant money will be disbursed by BOR during the course of the project in proportion with costs incurred by NUA. Each disbursement will be placed into FYE22 WRF Reuse Pilot Study design account ORG 32999911 OBJECT 46201 (WW0317) and used to pay current obligations on the project at the time of disbursement. Grant reimbursements will be received into revenue account Other Revenue-BOR Grant (319-333313).

RECOMMENDATION:

Staff recommends approval and execution of Contract K-2122-15 with United States Bureau of Reclamation in order to receive a grant in the amount of $700,109.

UNITED STATES DEPARTMENT OF THE INTERIOR

ASSISTANCE AGREEMENT

R21AP10110

Between
Bureau of Reclamation
And
City of Norman/Norman Utilities Authority
For
Lake Thunderbird Water Reuse – Field Research Project for Inland Indirect Potable Reuse

Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of City of Norman/Norman Utilities Authority BY: _____ DATE: _____
NAME AND TITLE OF SIGNER

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Financial Assistance Agreement
Between
Bureau of Reclamation
And
City of Norman/Norman Utilities Authority
For
Lake Thunderbird Water Reuse – Field Research Project for Inland Indirect Potable Reuse

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Financial Assistance Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation (Reclamation) and City of Norman/Norman Utilities Authority (Recipient), pursuant to Public Law 102-575, Title XVI, Section 1604, as amended (43 USC 390h through 390h-39). The following section, provided in full text, authorizes Reclamation to award this Agreement:

43 US Code 390h – Program to Investigate Reclamation and Reuse of Wastewater and Groundwater; General Authority

(a) Program established

The Secretary of the Interior (hereafter "Secretary"), acting pursuant to the Reclamation Act of 1902 (Act of June 17, 1902, 32 Stat. 388) and Acts amendatory thereof and supplementary thereto (hereafter "Federal reclamation laws"), is directed to undertake a program to investigate and identify opportunities for reclamation and reuse of municipal, industrial, domestic, and agricultural wastewater, and naturally impaired ground and surface waters, for the design and construction of demonstration and permanent facilities to reclaim and reuse wastewater, and to conduct research, including desalting, for the reclamation of wastewater and naturally impaired ground and surface waters.

(b) States included

Such program shall be limited to the States and areas referred to in section 1 of the Reclamation Act of 1902 (Act of June 17, 1902, 32 Stat. 388) [43 U.S.C. 391] as amended, and the State of Hawaii.

(c) Agreements and regulations

The Secretary is authorized to enter into such agreements and promulgate such regulations as may be necessary to carry out the purposes and provisions of sections 390h to 390h–39 of this title.

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

Title XVI research projects support the development and supplement of urban and irrigation water supplies through reuse, improving efficiency, providing flexibility during water shortages, and diversifying the water supply for the general public.

This project will evaluate treatment alternatives to support the City of Norman/Norman Utilities Authority's ongoing efforts to assess the viability of implementing indirect potable reuse to supplement Lake Thunderbird water supplies.

3. BACKGROUND AND OBJECTIVES

By expanding its existing water reclamation and reuse with an indirect potable reuse (IPR) project, the City of Norman/Norman Utilities Authority will address reliability concerns at Lake Thunderbird, trim the usage/demand placed on its marginal groundwater supply, and potentially eliminate a need to
purchase water from Oklahoma City. This project is a continuation of the Title XVI Project - Central Oklahoma Master Conservancy District (COMCD), Lake Thunderbird Water Reuse Feasibility Study (Alan Plummer Associates, 2012), which supported augmentation of potable water supplies in Lake Thunderbird in Cleveland County, Oklahoma with treated municipal reuse water. The proposed project includes a critical, 30-month field research study to evaluate advanced treatment processes against anticipated effluent water quality limits for IPR via reservoir augmentation in accordance with the requirements for IPR in Oklahoma. The field research will also determine the physical viability of advanced treatment processes for an inland IPR application, without the use of high-pressure membranes (nanofiltration (NF) or reverse osmosis (RO)).

The results from this study could impact future potable reuse projects across the country by validating a treatment strategy that does not generate a high-concentrate brine and eliminates challenges associated with its disposal. In 2012, the Oklahoma legislature passed the Water for 2060 Act, with a statewide goal of consuming no more fresh water in 2060 than was consumed in 2010. In response, the Oklahoma Department of Environmental Quality (ODEQ) began an aggressive campaign to promulgate both non-potable and potable water reuse regulations.

The proposed reuse research study is required by the state of Oklahoma and fulfills the requirements of step 2 in the process to expand the allocation of water from Lake Thunderbird for the City of Norman/Norman Utilities Authority, with an increased lake yield supported by augmentation with Norman WRF effluent. In addition to providing valuable data for future

potable reuse projects and further refinement of regulations, this research project will streamline final design and full-scale implementation of the IPR application.

The project will compare advanced treatment processes to their reliable limits and includes the following major components: 1) comparison of two biological nutrient removal (BNR) technologies; 2) comparison of three pilot-scale filter technologies to meet very low effluent nutrient levels; and 3) advanced oxidation processes (AOP) for removal of constituents of emerging concern (CECs).

The results from this project will provide the framework for future IPR projects in Oklahoma and provide valuable data for inland IPR projects throughout the United States.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in block 1 of the United States of America, Department of the Interior, Notice of Award (NOA). The Agreement shall remain in effect through the date shown in block 6 of the NOA. The project period for this Agreement may only be changed through written amendment of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by a Reclamation GO. The total estimated project cost for this Agreement is $3,031,950.00 and the total estimated amount of federal funding is $700,109.00. The initial amount of federal funds available is limited to $700,109.00, as indicated by “Amount of Financial Assistance This Action” within block 12 of the NOA. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written amendments to this Agreement by a Reclamation GO.

It is recognized and agreed that all costs incurred by Reclamation related to the development and administration of this Agreement are considered part of the total costs of the Project, and therefore the Recipient agrees to provide 75 percent of these costs in accordance with the authorization. These costs include, but are not limited to, salary, overhead, travel, and other costs directly or indirectly related to the Agreement, as determined by Reclamation. Following the completion of each quarter of the fiscal year, Reclamation shall provide the Recipient with a statement of Reclamation’s costs for the previous quarter. The Recipient may request explanations, or a review of the costs included in the statement; however, Reclamation’s determination as to the validity of the costs is final. The Recipient’s 75 percent share of Reclamation’s costs will be deducted from payments processed by Reclamation under this Agreement.

5. SCOPE OF WORK AND MILESTONES

The full technical approach and scope of work from the proposal, Lake Thunderbird Water Reuse - Field Research Project for Inland Indirect Potable Reuse, submitted in response to Funding Opportunity Announcement BOR-DO-19- F009, Water Reclamation and Reuse Research under the TXVI Program for Fiscal Year 2019, is incorporated herein by reference. It includes the detailed technical approach, assumptions, key personnel, and other details regarding the Project.

The project includes a critical, 30-month field research study to evaluate advanced treatment processes against anticipated effluent water quality limits for IPR via reservoir augmentation in accordance with the requirements for IPR in Oklahoma. The field research will also determine the physical viability of advanced treatment processes for an inland IPR application, without the use of high-pressure membranes (nanofiltration (NF) or reverse osmosis (RO)). The results from this study could impact future potable reuse projects across the country by validating a treatment strategy that does not generate a high-concentrate brine and eliminates challenges associated with its disposal.

The pilot project in further detail will consist of utilizing 2 of the 6 aeration basins and 2 of the 6 secondary clarifiers to establish two parallel treatment trains. One batch train will flow no larger than 200,000 gpd and the other steady state train will flow up to 1 MGD. Effluent from the secondary clarifiers will be directed to rented equipment that will provide tertiary and advanced water treatment to meet OK's IPR regulatory requirements. These devices will be rented from manufacturers to demonstrate reliable performance capabilities and provide robust operations and maintenance data. Staff will assist the consultant in operating and maintaining the unit during the approximate 30-month project.

Milestone / Task / Activity	**Planned Completion Date**
Task 1: Federal Grant Assistance	December 2020
Task 2: Feasibility Study Report	July 2021
Task 3: Pilot Protocol	March 2021
Task 4: IPR Pilot Design	December 2020
Task 5: Pilot Installation	October 2021
Task 6: Operations and Sampling Report	June 2022
Task 7: Pilot Reporting	March 2023
Task 8: Outreach and Stakeholder Coordination	September 2023

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2 Form SF-425 - Federal Financial Report must be submitted on at least a semiannual basis and with the final performance report.

6.1.3 The specific terms and conditions pertaining to the reporting requirements will be included in the financial assistance agreement.

Interim performance reports submitted on at least a semi-annual basis, that include the following information:

A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the period

The reasons why established milestones were not met, if applicable

The status of milestones from the previous reporting period that were not met, if applicable

Whether the project is on schedule and within the original cost estimate

Any additional pertinent information or issues related to the status of the project

Recipients will be required to submit a final performance report covering the entire period of performance. Please note that final reports are public documents and will be made available on Reclamation's website, www.usbr.gov/WaterSMART/Title. The final performance report must include, but is not limited to, the following information:

A narrative summary of all work performed under the agreement.

A description of the research process or methodology used to establish or expand a water reuse market, improve existing water reuse facilities, or streamline the implementation of state-of-the-art technology for new facilities.

Presentation and interpretation of test data, results, conclusions, and lessons learned.

Documentation of the broader benefits of the research as a case study for the industry to help streamline future water reclamation projects, optimize existing facility efficiencies, or broaden the deployment of state-of-the-art technology.

Photographs documenting the research process area are also appreciated. Note: Reclamation may print photos with appropriate credit to the applicant.

Please note that final reports are public documents and may be made available on Reclamation's website, www.usbr.gov/watersmart/title. Reclamation may print photos with appropriate credit to the applicant.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this Agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this Agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this Agreement is the responsibility of the GO. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the GO for review prior to incurrence of the costs in question.

BUDGET ITEM DESCRIPTION	TOTAL COST
CONTRACTUAL/ CONSTRUCTION	
Engineering Contract	$3,031,950.00
TOTAL ESTIMATED PROJECT COST	**$3,031,950.00**

7.2 Cost Sharing Requirement

At least 75% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this Agreement.

The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the cost share percentage above shall occur concurrently. If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the GO prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

7.3 Pre-Award Incurrence of Costs

The Recipient shall be entitled to reimbursement for costs incurred on or after July 1, 2018, which, if had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement.

7.4 Allowable Costs

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR 200 Subpart E, “Cost Principles”

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 120 days following the project period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans

In accordance with 2 CFR 200.308(c)-(f) the recipient must request prior written approval for any of the following changes:

(a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.

(b) Change in key personnel specified in section 8 “Key Personnel” of this Agreement.

(c) Changes in the approved cost-sharing or matching outlined within this Agreement in section 7.2 “Cost Share requirements”

(d) Inclusion of pre-award costs or reimbursement for pre-award costs which are not included in the initially approved budget and included in section 7.3 “Pre-Award Incurrence of Costs” of this Agreement.

(e) Extensions to the project period identified in block 6 of the NOA.

(f) The transfer of funds between direct cost categories, functions, and activities for which the expected transfer amount is to exceed 10 percent of the total approved budget.

7.6 Amendments

Any changes to this Agreement shall be made by means of a written amendment. Reclamation may make changes to the Agreement by means of a unilateral amendment to address changes in address, no-cost time extensions, changes to Key Personnel, the addition of previously agreed upon funding, or administrative corrections which do not impact the terms and conditions of this agreement. Additionally, a unilateral amendment may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR 200.340.

All other changes shall be made by means of a bilateral amendment to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to amend, modify or otherwise effect the terms of the Agreement.

All requests for amendment of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project period extension shall be made at least 45 days prior to the end of the project period of the Agreement or the project period date of any extension that may have been previously granted. Any determination to extend the project period or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel.

The Recipient's Project Manager for this Agreement shall be:

Ken Giannone, PE
201 W Gray Street
Norman, OK 73069-7108
(405) 366-5377
Kenneth.Giannone@NormanOK.gov

9. LIMITATION OF AUTHORITIES

9.1 Grants Officer (GO).

The Reclamation GO is the only official with legal delegated authority to represent Reclamation. The Reclamation GO's responsibilities include, but are not limited to, the following:

(a) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;

(b) Approve through formal amendment changes in the scope of work and/or budget;

(c) Approve through formal amendment any increase or decrease in the period of performance of the Agreement;

(d) Approve through formal amendment changes in any of the expressed terms, conditions, or specifications of the Agreement;

(e) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement; Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

9.2 Grants Management Specialist (GMS).

The Reclamation Grants Management Specialist (GMS) is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to amendments and prior approval, may only be granted, in writing, by a Reclamation GO. Please note that for some agreements, the Reclamation GO and the Reclamation GMS may be the same individual.

10. REPORTING REQUIREMENTS AND DISTRIBUTION

10.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR 200.340.

10.2 Financial Reports. Federal Financial Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

10.3 Monitoring and Reporting Program Performance.

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also 2 CFR 200.332 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 120 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in paragraph (b)(2) above.

10.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.
Reporting Frequency	Semi-Annual	Final Report due within 120 days after the end of the period of performance.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 120 days after the end of the period of performance **or** completion of the project.
First Report Due Date	The first performance report is due for reporting period ending *9/30/2021*.	N/A
Submit to:	Grants Management Specialist or GrantSolutions	Grants Management Specialist or GrantSolutions
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due within 120 days after the end of the period of performance or completion of the project.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 120 days after the end of the period of performance **or** completion of project.
First Report Due Date	The first Federal financial report is due for reporting period ending 9/30/2021.	N/A
Submit to:	Grants Management Specialist or GrantSolutions	Grants Management Specialist or GrantSolutions

11.1 Equipment. The recipient is authorized to retain the equipment for use consistent with program purposes or the performance of work for another Federal financial assistance agreement.

11.2 The Recipient shall use, manage and dispose of the equipment purchased under this Agreement in accordance with 2 CFR 2 CFR 200.310-200.316. After the project period complete, the Recipient is authorized to retain the equipment for use consistent with program purposes or the performance of work for another Federal financial assistance agreement. If the item of equipment is no longer needed for these purposes, and the fair market value of the item is greater than $5,000.00, the Recipient shall sell the equipment and return the Federal share of the proceeds to Reclamation in accordance with 2 CFR 200.313(e).

11. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office. If the Recipient begins project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from a Reclamation GO that all such clearances have been obtained, then Reclamation reserves the right to initiate remedies for non-compliance as defined by 2 CFR 200.340 up to and including unilateral termination of this agreement.

II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at 2 CFR Subtitle A, Chapter II, Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment (2 CFR 200.305).

(a) For states, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies".

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302(b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved, governmentwide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

(3) Reimbursement is the preferred method when the requirements in this paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.208, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §200.208, subpart D of this part, including §200.339, or one or more of the following applies:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Circular A-129, “Policies for Federal Credit Programs and Non-Tax Receivables.” Under such conditions, the Federal awarding agency or pass-

through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for financial obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.343.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for funds received, obligated, and expended.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:

(i) The non-Federal entity receives less than $250,000 in Federal awards per year.

(ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances.

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest-bearing accounts.

(9) Interest earned amounts up to $500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For returning interest on Federal awards paid through PMS, the refund should:

(A) Provide an explanation stating that the refund is for interest;

(B) List the PMS Payee Account Number(s) (PANs);

(C) List the Federal award number(s) for which the interest was earned; and

(D) Make returns payable to: Department of Health and Human Services.

(ii) For returning interest on Federal awards not paid through PMS, the refund should:

(A) Provide an explanation stating that the refund is for interest;

(B) Include the name of the awarding agency;

(C) List the Federal award number(s) for which the interest was earned; and

(D) Make returns payable to: Department of Health and Human Services.

(10) Funds, principal, and excess cash returns must be directed to the original Federal agency payment system. The non-Federal entity should review instructions from the original Federal agency payment system. Returns should include the following information:

(i) Payee Account Number (PAN), if the payment originated from PMS, or Agency information to indicate whom to credit the funding if the payment originated from ASAP, NSF, or another Federal agency payment system.

(ii) PMS document number and subaccount(s), if the payment originated from PMS, or relevant account numbers if the payment originated from another Federal agency payment system.

(iii) The reason for the return (e.g., excess cash, funds not spent, interest, part interest part other, etc.)

(11) When returning funds or interest to PMS you must include the following as applicable:

(i) For ACH Returns:
Routing Number: 051036706
Account number: 303000
Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns[1]:
Routing Number: 021030004
Account number: 75010501
Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

[1]Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

(iii) For International ACH Returns:
Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)
Bank: Citibank N.A. (New York)
Swift Code: CITIUS33
Account Number: 36838868
Bank Address: 388 Greenwich Street, New York, NY 10013 USA
Payment Details (Line 70): Agency Locator Code (ALC): 75010501

Name (abbreviated when possible) and ALC Agency POC

(iv) For recipients that do not have electronic remittance capability, please make check[2] payable to: "The Department of Health and Human Services."
Mail Check to Treasury approved lockbox:
HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

[2]Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account.

(v) Questions can be directed to PMS at 877-614-5533 or PMSSupport@psc.hhs.gov.

2.2 Payment Method.

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall "Maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. If the Recipient allows their SAM registration to lapse, the Recipient's accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR 200.317 through 200.327)

§200.317 Procurements by States.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also 200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) Micro-purchases—(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) Non-Federal entity increase to the micro-purchase threshold up to $50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this

section. The non-Federal entity may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) Non-Federal entity increase to the micro-purchase threshold over $50,000. Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) Small purchases—(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for

bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract amendments. The method and degree of analysis is dependent on the facts surrounding

the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract amendment changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014, and 85 FR 49506]

4. EQUIPMENT (2 CFR 200.313)

See also 200.439 Equipment and other capital expenditures.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the

original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR 200.314)

See also 200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See 200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR 200.501)

(a) Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section 200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also 200.332 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49571, Aug. 13, 2020]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR 200.339)

200.339 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances.

(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR 200.340)

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award

or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or

(5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

(b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 200.344 Closeout and 200.345 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR 1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at http://www.gpoaccess.gov/ecfr/.

11. DRUG-FREE WORKPLACE (2 CFR 182 and 1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15)

Trafficking in persons.

(a) *Provisions applicable to a recipient that is a private entity.* You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procure a commercial sex act during the period of time that the award is in effect; or

(3) Use forced labor in the performance of the award or subawards under the award.

(b) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

(i) Associated with performance under this award; or

(ii) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *2 CFR part 1400*.

(c) *Provision applicable to a recipient other than a private entity*. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *2 CFR part 1400*.

(d) *Provisions applicable to any recipient*.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(e) *Definitions*. For purposes of this award term:

(1) "Employee" means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

(i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR 18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or amendment of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC 4601 *et seq.)*

(a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing

sellers, it is not anticipated that Reclamation funds will result in any "displaced persons," as defined under the URA.

(b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. 4651.

(c) Exemptions to the URA and 49 CFR Part 24

(1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as "voluntary transactions." Such "voluntary transactions" are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR 24.101(b)(1)(i)-(iv).

(2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:

(i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;

(ii) inform the owner in writing of what it believes to be the market value of the property

(d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR 24.104. Such reviews may be conducted by the Department of the Interior's Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. SYSTEM FOR AWARD MANAGEMENT and Universal Identifier Requirements (2 CFR 25, Appendix A)

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
    a. A Governmental organization, which is a State, local government, or Indian Tribe;
    b. A foreign public entity;
    c. A domestic or foreign nonprofit organization;
    d. A domestic or foreign for-profit organization; and
    e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-

owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

   i. As part of your registration profile at https://www.sam.gov.

   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

   i. in the subrecipient's preceding fiscal year, the subrecipient received—

      (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

   i. To the recipient.

   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

   i. Subawards, and

   ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:
    i. A Governmental organization, which is a State, local government, or Indian tribe;
    ii. A foreign public entity;
    iii. A domestic or foreign nonprofit organization; and,
    iv. A domestic or foreign for-profit organization
3. Executive means officers, managing partners, or any other employees in management positions.
4. Subaward:
    i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
    iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. Subrecipient means a non-Federal entity or Federal agency that:
    i. Receives a subaward from you (the recipient) under this award; and
    ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

[85 FR 49526, Aug. 13, 2020]

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR 52.203-17 (as referenced in 48 CFR 3.908-9).

21. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (APPENDIX XII to 2 CFR Part 200)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

[80 FR 43310, July 22, 2015, as amended at 85 FR 49582, Aug. 13, 2020]

22. CONFLICTS OF INTEREST

(a) Applicability.

(1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

(1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

(1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.

(2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

(d) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 4 3 CFR Part 18 and 31 USC 13 52.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

23. DATA AVAILABILITY

(a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

(i) The scientific data relied upon;

(ii) The analysis relied upon; and

(iii) The methodology, including models, used to gather and analyze data.

24. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY

(a) The recipient must—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

(c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

25. ADDITIONAL ACCESS TO RECIPIENT RECORDS

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

(b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

26. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

III. DEPARTMENT OF THE INTERIOR STANDARD AWARD TERMS AND CONDITIONS

The Department of the Interior (DOI) Standard Award Terms and Conditions found at https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf are hereby incorporated by reference as though set forth in full text. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on this Agreement. Recipient acceptance of this Agreement carries with it the responsibility to be aware of and comply with all DOI terms and conditions applicable to this Agreement. The Recipient is responsible for ensuring their subrecipients and contractors are aware of and comply with applicable statutes, regulations, and agency requirements.

Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected in this Agreement can result in the DOI taking one or more of remedies described in 2 Code of Federal Regulations parts 200.338 and 200.339. The DOI will notify the recipient whenever terms and conditions are updated to accommodate instances in the passage of a regulation or statute that requires compliance. Also, DOI will inform the Recipient of revised terms and conditions in the action of an Agreement amendment adding additional Federal funds. Reclamation will make such changes by issuing a Notice of Award amendment that describes the change and provides the effective date. Revised terms and conditions do not apply to the Recipient's expenditures of funds or activities the Recipient carries out before the effective date of the revised DOI terms and conditions.

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, AUTHORIZATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-24 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., IN THE AMOUNT OF $2,854,724.50; PERFORMANCE BOND B-2122-23; STATUTORY BOND B-2122-24, MAINTENANCE BOND MB-2122-13 FOR THE FLOOD AVENUE WATER LINE REPLACEMENT PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

Item 16

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Rachel Croft, Staff Engineer

PRESENTER: Rachel Croft, Staff Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, AUTHORIZATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-24 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., IN THE AMOUNT OF $2,854,724.50; PERFORMANCE BOND B-2122-23; STATUTORY BOND B-2122-24, MAINTENANCE BOND MB-2122-13 FOR THE FLOOD AVENUE WATER LINE REPLACEMENT PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

This project will replace approximately 12,800 feet of 16-inch water line from Robinson Street to Tecumseh Road, and about 2,900 feet of 12-inch from Tecumseh to Franklin Road with 12, 8, and 6-inch C900 PVC pipe. The existing ductile iron pipe is not compatible with the corrosive clay soils. It is failing, causing service disruptions to customers and damage to driveways, streets, and yards.

On March 20, 2019, the Norman Utilities Authority (NUA) approved Contract K-1819-73 with Chiang, Patel, & Yerby, Inc. (CP&Y) in the amount of $311,000, to provide surveying, design, and construction services associated for the waterline along Flood Avenue between Robinson Street and Tecumseh Road, along with the section of waterline from Tecumseh Road to Venture Drive.

Most recent modeling, based on future 2025 max day scenario and provided by Plummer, indicated that the 16-inch line between Robinson and Tecumseh could be downsized to a 12-inch with negligible impacts to flow and pressure in the distribution system. Additionally, based on detailed field survey, the alignment appears to require the removal of the existing 16-inch line and installation of the new line in the same corridor. Water model simulations have indicated that this will not impact service levels, but this work is going to be scheduled during the non-demand seasons to reduce the impacts of this outage.

In addition, approximately 983 feet of 8-inch waterline along Goddard Avenue was added to this project, originally designed as part of project SA0021 – New Sanitation Facility. The building for this project is still in the design phase but the design for the waterline servicing this new facility has been finalized by Garver Engineering, LLC. This new line was incorporated into this project

in order to maintain water service to North Base Complex while contractors remove and replace the existing 16-inch line along Flood Avenue currently serving the North Base Complex.

DISCUSSION:

The Invitation to Bid for Bid-2122-15 for Project WA0328 – Flood Avenue Waterline Replacement was published in the *Norman Transcript* on July 15 and July 22, 2021, and contained a base bid for the section of line between Robinson Street and Tecumseh Road, and an alternate bid for the section of line between Tecumseh Road and Franklin Road.

Seven (7) contractors attended the mandatory pre-bid meeting held on July 29, 2021. Bids were opened on August 26, 2021, and four (4) contractors submitted bids. The bids ranged from $2,102,016 to $2,740,575 for the Base Bid, and $752,708.50 to 1,018,696 for the Alternate Bid. Southwest Waterworks was the low bid for both the Base Bid and the Alternate Bid, for a Total Bid of $2,854,724.50. The bid results are shown in the attached bid tabulation. Both staff and CP&Y (letter attached) recommend award for both the Base Bid and the Alternate Bid to Southwest Water Works, LLC.

Funding for the project will be $2,834,724.50 from WA0328-CONST (31993360-46101) and $20,000 from SA0021-CONST (33999975-46101) to cover the cost of the line along Goddard Avenue. Staff proposes to transfer the $20,000 from SA0021-CONST into WA0328-CONST so that only one purchase order would be needed. Account WA0328-CONST (31993360-46101) for the Flood Waterline Replacement currently has an available balance of $4,335,123.62. Account SA0021-CONST (33999975-46101) for the New Sanitation Building currently has an available balance of $2,250,000.00. Therefore, both accounts have sufficient funds for the project. With the transfer from SA0021-CONST into WA0328-CONST, the total for WA328-CONST will be $4,355,123.62.

Work on this project will commence in late 2021 after NUA approval of the contract and will continue for approximately 11 months.

RECOMMENDATION:

Staff recommends the NUA accept bids meeting project specifications; award Bid-2122-15 to Southwest Waterworks, LLC for Project WA0328 – Flood Avenue Waterline Replacement in the amount of $2,854,724.50; approve Contract K-2122-24 and associated performance, statutory, and maintenance bonds in the amount of the bid; authorize execution of the contract and bonds and the NUA to purchase equipment and supplies on behalf of the contractor for incorporations into the project; and authorize budget transfer of $20,000 from SA0021-CONST (33999975-46101) into WA0328-CONST (31993360-46101).

Norman Utilities Authority				
Flood Avenue Waterline Replacement (WA0328)				
Bid No. 2122-15				
Bid Opening Date:	Thursday, August 26, 2021			
Bid Opening Time:	2:00 PM			
Company	**City**	**State**	**Base Bid**	**Base Bid + Alternate**
Southwest Water Works	Oklahoma City	OK	$2,102,016.00	$2,854,724.50
Cimarron Construction Company	Oklahoma City	OK	$2,494,541.00	$3,307,849.00
Mathews Trenching	Oklahoma City	OK	$2,477,408.00	$3,397,023.00
SMC Utility Construction	Oklahoma City	OK	$2,740,575.00	$3,759,268.00
Engineer's Estimate			$3,740,548.00	$4,968,065.00

Norman Utilities Authority
Project WA0328
Flood Avenue Waterline Replacement

Contract K-2122-24
Bid No. 2122-15

CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and Southwest Water Works, LLC 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 WA0328
FLOOD AVENUE WATERLINE REPLACEMENT
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:

Two Million Eight Hundred Fifty-Four Thousand Seven Hundred Twenty-Four Dollars and Fifty Cents
($) 2,854,724.50

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 No. 1 – 8/4/2021
Addendum No. 2 – 8/17/2021
Addendum No. 3 – 8/19/2021
Addendum No. 4 – 8/23/2021

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 Three Hundred and Thirty (330) 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 SEVEN HUNDRED DOLLARS ($700) 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 at 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 WA0328
Flood Avenue Waterline Replacement

Contract K-2122-24
Bid No. 2122-15

IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this AGREEMENT;

DATED this 10th day of SEPT., 20 21.

ATTEST

Corporate Secretary (where applicable)
WITNESS

(Corporate Seal) (where applicable)

SOUTHWEST WATER WORKS, L.L.C. LIMITED LIABILITY COMPANY SEAL OKLAHOMA

Signed: PAUL MATTHEWS
PRINCIPAL

Authorized Representative

PAUL MATTHEWS VP. MEMBER
Name and Title

Address: 201 NW 132nd ST
OKC OK 73114

Telephone: 405-463-5765 OFF.
405-990-2510 MB

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

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 SW Water Works LLC., 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.

Southwest Water Works LLC
(Bidder Company Name)

By: _____

Paul Matthews M. Member
(printed/typed name and title)

Subscribed and sworn to before me this 10th day of September, 2021.

_____
Notary Public (or Clerk or Judge)

My Commission Expires: 10/13/2024

MATTHEW DEAN STUBENHOFER NOTARY (SEAL) # 20012671 EXP. 10/13/24 PUBLIC STATE OF OKLAHOMA

PERFORMANCE BOND

Know all men by these presents that Southwest Water Works , as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland , 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 Two Million Eight Hundred Fifty-Four Thousand Seven Hundred Twenty-Four Dollars and Fifty Cents ($ 2,854,724.50), 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 WA0328
FLOOD AVENUE WATERLINE REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2122-24) 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

_____
Corporate Secretary (where applicable)

_____
PRINCIPAL

Signed:

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

(Corporate Seal)

ATTEST

_____
Corporate Secretary

_____
SURETY

Signed:

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ of _____,
Name and Title Contractor
a _____corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

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

Know all men by these presents that Southwest Water Works, LLC, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland, 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 Two Million Eight Hundred Fifty-Four Thousand Seven Hundred Twenty-Four Dollars and Fifty Cents ($ 2,854,724.50), 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 WA0328
FLOOD AVENUE WATERLINE REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2122-24) 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

_____
PRINCIPAL

Signed:

_____
Corporate Secretary (where applicable)

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

(Corporate Seal)

ATTEST

_____
SURETY

Signed:

_____
Corporate Secretary

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ of _____,
Name and Title
a _____corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
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 OKLAHOMA)
)§
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

MAINTENANCE BOND

Know all men by these presents that Southwest Water Works, LLC, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland, 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 Two Million Eight Hundred Fifty-Four Thousand Seven Hundred Twenty-Four Dollars and Fifty Cents ($ 2,854,724.50), 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 WA0328
FLOOD AVENUE WATERLINE REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2122-24) 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

_____
PRINCIPAL

Signed:

_____
Corporate Secretary (where applicable)

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

(Corporate Seal)

ATTEST

_____
SURETY

Signed:

_____
Corporate Secretary

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ of _____,
Name and Title
a _____corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

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

Partners for a Better Quality of Life

September 7, 2021

Rachel Croft
Utilities – Staff Engineer
City of Norman, OK
201 W. Gray St. #C
Norman, OK 73069

Re: Norman Flood Ave. Waterline Replacement:
Bid Tabulations and Engineer's Recommendation

Dear Mrs. Croft,

On Thursday, August 26, 2021, at 2:00 PM bids for the Norman Flood Ave. Waterline Replacement project were received and read aloud. The Bid Tabulation is included in Attachment A.

The package included completed Sections 00300 Bid Form, Section 00200 Qualification Statement of Bidders, Section 00080 Invitation to Bidders, Section 00090 Notice to Bidders, Section 00100 Instruction to Bidders, Section 00480 Bid Affidavits, Section 00490 Certificate of Nondiscrimination, Bid Bond, and Certificate of Liability Insurance. The date to Final Completion for the project is 240 calendar days after Notice to Proceed.

There were two discrepancies with the bid costs. The first being in the Engineer's Estimate. Pay item 1 on the base bid was given the unit price of $75.00 with 10 units. The bid amount for that item was shown as $800.00 and was a rounding error. The correct bid amount for item number 1 is $750.00. Secondly, Southwest Water Works submitted a unit cost of $11.00 for item number 55 on the base bid with a quantity of 145 units. Their bid amount for that item was incorrect for the quantity and was shown as $15,950.00. As the City can only accept the unit price, the bid amount was corrected to $1,595.00, changing the overall total for the base bid from $2,116,371.00 to $2,102,016.00. All changes are reflected in Attachment A.

The apparent low bidder is Southwest Water Works, LLC with a Base Bid price $2,102,016.00, and Base Bid plus Alternate 1 price of $2,854,724.50. The Engineer's Estimate for the Base Bid was $3,740,487.60, and $4,968,004.80 for the Base Bid plus Alternate Bid Item 1.

Recommendation:

CP&Y recommends that the City of Norman Utilities Authority award the contract for construction of the waterline replacement project (Base Bid plus Alternate 1) to Southwest Water Works, LLC in the amount of their low bid of $2,854,724.50.

If there are any questions regarding this recommendation, please contact me at 210-798-2315.

Sincerely,

John Gjendem, PE
Project Engineer
CP&Y, Inc.
Attachment A: Bid Tabulation

2000 North Classen Blvd., Suite 1410
Oklahoma City, Oklahoma 73106

(p) 405.848.2346 · (f) 405.848.2393
www.cpyi.com

ATTACHMENT A: BID TABULATION
NORMAN FLOOD AVENUE WATERLINE REPLACEMENT

				ENGINEER ESTIMATE		SW WATERWORKS		CIMARRON		MATTHEW'S TRENCHING		SMC UTILITY	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	6-INCH DIA. C900 PVC PIPE (DR-18)	10	LF	$ 75.00	$ 750.00	$ 50.00	$ 500.00	$ 70.00	$ 700.00	$ 66.00	$ 660.00	$ 60.00	$ 600.00
2	8-INCH DIA. C900 PVC PIPE (DR-18)	1300	LF	$ 90.00	$ 117,000.00	$ 70.00	$ 91,000.00	$ 62.00	$ 80,600.00	$ 71.00	$ 92,300.00	$ 70.00	$ 91,000.00
3	12-INCH DIA. C900 PVC PIPE (DR-18)	11768	LF	$ 126.00	$ 1,482,768.00	$ 88.00	$ 1,035,584.00	$ 93.00	$ 1,094,424.00	$ 81.00	$ 953,208.00	$ 90.00	$ 1,059,120.00
4	16-INCH DIA. C900 PVC PIPE (DR-18)	400	LF	$ 142.00	$ 56,800.00	$ 115.00	$ 46,000.00	$ 140.00	$ 56,000.00	$ 144.00	$ 57,600.00	$ 125.00	$ 50,000.00
5	BORE WITH STEEL ENCASEMENT (8-INCH CARRIER)	287	LF	$ 320.00	$ 91,840.00	$ 245.00	$ 70,315.00	$ 430.00	$ 123,410.00	$ 515.00	$ 147,805.00	$ 400.00	$ 114,800.00
6	BORE WITHOUT STEEL ENCASEMENT (8-INCH CARRIER)	20	LF	$ 245.00	$ 4,900.00	$ 35.00	$ 700.00	$ 125.00	$ 2,500.00	$ 250.00	$ 5,000.00	$ 120.00	$ 2,400.00
7	BORE WITH STEEL ENCASEMENT (12-INCH CARRIER)	227	LF	$ 415.00	$ 94,205.00	$ 275.00	$ 62,425.00	$ 500.00	$ 113,500.00	$ 500.00	$ 113,500.00	$ 450.00	$ 102,150.00
8	OPEN TRENCH WITH STEEL ENCASEMENT (12-INCH CARRIER)	165	LF	$ 260.00	$ 42,900.00	$ 175.00	$ 28,875.00	$ 335.00	$ 55,275.00	$ 300.00	$ 49,500.00	$ 250.00	$ 41,250.00
9	RAILROAD BORE WITH 18-INCH STEEL ENCASEMENT (8-INCH CARR	102	LF	$ 380.00	$ 38,760.00	$ 300.00	$ 30,600.00	$ 580.00	$ 59,160.00	$ 545.00	$ 55,590.00	$ 475.00	$ 48,450.00
10	6-INCH GATE VALVE & BOX	3	EA	$ 1,200.00	$ 3,600.00	$ 2,500.00	$ 7,500.00	$ 1,300.00	$ 3,900.00	$ 1,500.00	$ 4,500.00	$ 2,000.00	$ 6,000.00
11	8-INCH GATE VALVE & BOX	8	EA	$ 1,750.00	$ 14,000.00	$ 3,000.00	$ 24,000.00	$ 1,850.00	$ 14,800.00	$ 2,000.00	$ 16,000.00	$ 2,200.00	$ 17,600.00
12	12-INCH GATE VALVE & BOX	12	EA	$ 2,750.00	$ 33,000.00	$ 4,250.00	$ 51,000.00	$ 3,350.00	$ 40,200.00	$ 3,200.00	$ 38,400.00	$ 3,300.00	$ 39,600.00
13	16-INCH BUTTERFLY VALVE	3	EA	$ 4,800.00	$ 14,400.00	$ 6,000.00	$ 18,000.00	$ 6,100.00	$ 18,300.00	$ 6,500.00	$ 19,500.00	$ 5,500.00	$ 16,500.00
14	6-INCH x 6-INCH TEE	1	EA	$ 750.00	$ 750.00	$ 850.00	$ 850.00	$ 800.00	$ 800.00	$ 970.00	$ 970.00	$ 1,500.00	$ 1,500.00
15	8-INCH x 6-INCH TEE	1	EA	$ 1,000.00	$ 1,000.00	$ 900.00	$ 900.00	$ 965.00	$ 965.00	$ 1,200.00	$ 1,200.00	$ 1,600.00	$ 1,600.00
16	8-INCH x 8-INCH TEE	2	EA	$ 1,200.00	$ 2,400.00	$ 1,000.00	$ 2,000.00	$ 1,060.00	$ 2,120.00	$ 1,400.00	$ 2,800.00	$ 1,600.00	$ 3,200.00
17	12-INCH x 8-INCH TEE	5	EA	$ 1,500.00	$ 7,500.00	$ 1,800.00	$ 9,000.00	$ 1,535.00	$ 7,675.00	$ 2,200.00	$ 11,000.00	$ 2,500.00	$ 12,500.00
18	12-INCH X 12-INCH TEE	3	EA	$ 2,000.00	$ 6,000.00	$ 2,100.00	$ 6,300.00	$ 2,045.00	$ 6,135.00	$ 2,650.00	$ 7,950.00	$ 2,500.00	$ 7,500.00
19	16-INCH x 6-INCH TEE	1	EA	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 2,775.00	$ 2,775.00	$ 4,100.00	$ 4,100.00	$ 3,000.00	$ 3,000.00
20	16-INCH x 16-INCH TEE	2	EA	$ 2,500.00	$ 5,000.00	$ 4,000.00	$ 8,000.00	$ 4,035.00	$ 8,070.00	$ 6,250.00	$ 12,500.00	$ 3,500.00	$ 7,000.00
21	8-INCH x 6-INCH REDUCER	1	EA	$ 400.00	$ 400.00	$ 700.00	$ 700.00	$ 525.00	$ 525.00	$ 700.00	$ 700.00	$ 1,500.00	$ 1,500.00
22	16-INCH x 12-INCH REDUCER	2	EA	$ 900.00	$ 1,800.00	$ 1,900.00	$ 3,800.00	$ 1,755.00	$ 3,510.00	$ 2,400.00	$ 4,800.00	$ 3,000.00	$ 6,000.00
23	8-INCH 11.25 DEGREE BEND	1	EA	$ 650.00	$ 650.00	$ 600.00	$ 600.00	$ 720.00	$ 720.00	$ 760.00	$ 760.00	$ 1,300.00	$ 1,300.00
24	8-INCH 22.5 DEGREE BEND	2	EA	$ 700.00	$ 1,400.00	$ 650.00	$ 1,300.00	$ 700.00	$ 1,400.00	$ 810.00	$ 1,620.00	$ 1,300.00	$ 2,600.00
25	8-INCH 45 DEGREE BEND	16	EA	$ 675.00	$ 10,800.00	$ 700.00	$ 11,200.00	$ 700.00	$ 11,200.00	$ 825.00	$ 13,200.00	$ 1,300.00	$ 20,800.00
26	8-INCH 90 DEGREE BEND	4	EA	$ 700.00	$ 2,800.00	$ 800.00	$ 3,200.00	$ 700.00	$ 2,800.00	$ 925.00	$ 3,700.00	$ 1,300.00	$ 5,200.00
27	12-INCH 11.25 DEGREE BEND	12	EA	$ 900.00	$ 10,800.00	$ 120.00	$ 14,400.00	$ 1,090.00	$ 13,080.00	$ 1,550.00	$ 18,600.00	$ 1,600.00	$ 19,200.00
28	12-INCH 22.5 DEGREE BEND	4	EA	$ 1,000.00	$ 4,000.00	$ 1,300.00	$ 5,200.00	$ 1,120.00	$ 4,480.00	$ 1,550.00	$ 6,200.00	$ 1,600.00	$ 6,400.00
29	12-INCH 45 DEGREE BEND	3	EA	$ 1,200.00	$ 3,600.00	$ 1,400.00	$ 4,200.00	$ 1,175.00	$ 3,525.00	$ 1,925.00	$ 5,775.00	$ 1,600.00	$ 4,800.00
30	12-INCH 90 DEGREE BEND	1	EA	$ 1,200.00	$ 1,200.00	$ 1,700.00	$ 1,700.00	$ 1,360.00	$ 1,360.00	$ 1,975.00	$ 1,975.00	$ 1,600.00	$ 1,600.00
31	16-INCH 22.5 DEGREE BEND	1	EA	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00	$ 2,535.00	$ 2,535.00	$ 3,500.00	$ 3,500.00	$ 2,500.00	$ 2,500.00
32	16-INCH 45 DEGREE BEND	2	EA	$ 2,000.00	$ 4,000.00	$ 3,500.00	$ 7,000.00	$ 2,580.00	$ 5,160.00	$ 3,600.00	$ 7,200.00	$ 2,500.00	$ 5,000.00
33	FIRE HYDRANT ASSEMBLY	20	EA	$ 7,500.00	$ 150,000.00	$ 6,000.00	$ 120,000.00	$ 7,550.00	$ 151,000.00	$ 6,000.00	$ 120,000.00	$ 8,000.00	$ 160,000.00
34	REMOVE FIRE HYDRANT	13	EA	$ 750.00	$ 9,750.00	$ 500.00	$ 6,500.00	$ 245.00	$ 3,185.00	$ 2,500.00	$ 32,500.00	$ 2,000.00	$ 26,000.00
35	6-INCH PLUG AND CAP FIRE LINE	1	EA	$ 3,800.00	$ 3,800.00	$ 700.00	$ 700.00	$ 1,240.00	$ 1,240.00	$ 1,150.00	$ 1,150.00	$ 1,500.00	$ 1,500.00
36	8-INCH CAP AND PLUG EXISTING WATERLINE	3	EA	$ 4,000.00	$ 12,000.00	$ 750.00	$ 2,250.00	$ 1,190.00	$ 3,570.00	$ 2,250.00	$ 6,750.00	$ 2,000.00	$ 6,000.00
37	12-INCH CAP AND PLUG EXISTING WATERLINE	1	EA	$ 4,500.00	$ 4,500.00	$ 1,000.00	$ 1,000.00	$ 1,825.00	$ 1,825.00	$ 2,750.00	$ 2,750.00	$ 2,500.00	$ 2,500.00
38	16-INCH CAP AND PLUG EXISTING WATERLINE	9	EA	$ 5,000.00	$ 45,000.00	$ 2,500.00	$ 22,500.00	$ 2,950.00	$ 26,550.00	$ 2,000.00	$ 18,000.00	$ 3,000.00	$ 27,000.00
39	CONNECT TO EXISTING 6-INCH WATERLINE	1	EA	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00	$ 1,365.00	$ 1,365.00	$ 5,750.00	$ 5,750.00	$ 2,000.00	$ 2,000.00
40	CONNECTION TO EXISTING 8-INCH WATERLINE	5	EA	$ 2,500.00	$ 12,500.00	$ 1,200.00	$ 6,000.00	$ 2,005.00	$ 10,025.00	$ 6,000.00	$ 30,000.00	$ 3,500.00	$ 17,500.00
41	CONNECTION TO EXISTING 12-INCH WATERLINE	1	EA	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 3,800.00	$ 3,800.00	$ 6,500.00	$ 6,500.00	$ 4,500.00	$ 4,500.00
42	CONNECTION TO EXISTING 16-INCH WATERLINE	3	EA	$ 4,500.00	$ 13,500.00	$ 3,500.00	$ 10,500.00	$ 5,595.00	$ 16,785.00	$ 7,500.00	$ 22,500.00	$ 5,500.00	$ 16,500.00
43	1-INCH SINGLE SHORT SERVICE (SSS)	12	EA	$ 1,500.00	$ 18,000.00	$ 2,000.00	$ 24,000.00	$ 2.48	$ 29,700.00	$ 2,500.00	$ 30,000.00	$ 2,500.00	$ 30,000.00
44	1.5-INCH SINGLE SHORT SERVICE (SSS)	1	EA	$ 1,750.00	$ 1,750.00	$ 4,500.00	$ 4,500.00	$ 4,210.00	$ 4,210.00	$ 5,350.00	$ 5,350.00	$ 3,000.00	$ 3,000.00
45	2-INCH SINGLE SHORT SERVICE (SSS)	2	EA	$ 2,000.00	$ 4,000.00	$ 5,000.00	$ 10,000.00	$ 4,900.00	$ 9.80	$ 6,250.00	$ 12,500.00	$ 5,000.00	$ 10,000.00
46	4-INCH SINGLE SHORT SERVICE (SSS)	1	EA	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 3,315.00	$ 3,315.00	$ 4,500.00	$ 4,500.00	$ 3,500.00	$ 3,500.00
47	REMOVE AND DISPOSE 16-INCH WATERLINE	3410	LF	$ 30.00	$ 102,300.00	$ 7.00	$ 23,870.00	$ 4.00	$ 13,640.00	$ 10.00	$ 34,100.00	$ 60.00	$ 204,600.00
48	REMOVE AND REPLACE FENCE (STOCKADE)	152	LF	$ 120.00	$ 18,240.00	$ 1.00	$ 152.00	$ 34.00	$ 5,168.00	$ 130.00	$ 19,760.00	$ 20.00	$ 3,040.00
49	REMOVE AND REPLACE FENCE (CHAINLINK)	62	LF	$ 80.00	$ 4,960.00	$ 25.00	$ 1,550.00	$ 32.00	$ 1,984.00	$ 55.00	$ 3,410.00	$ 20.00	$ 1,240.00
50	REMOVE AND REPLACE CONCRETE FLUME	60	SY	$ 70.00	$ 4,200.00	$ 65.00	$ 3,900.00	$ 130.00	$ 7,800.00	$ 125.00	$ 7,500.00	$ 160.00	$ 9,600.00
51	REMOVE AND REPLACE CONCRETE SIDEWALK	50	SY	$ 80.00	$ 4,000.00	$ 65.00	$ 3,250.00	$ 120.00	$ 6,000.00	$ 125.00	$ 6,250.00	$ 130.00	$ 6,500.00
52	REMOVE AND REPLACE CONCRETE DRIVEWAY	850	SY	$ 75.00	$ 63,750.00	$ 90.00	$ 76,500.00	$ 195.00	$ 165,750.00	$ 120.00	$ 102,000.00	$ 90.00	$ 76,500.00
53	REMOVE AND REPLACE P.C. CONCRETE PAVEMENT	50	SY	$ 50.00	$ 2,500.00	$ 125.00	$ 6,250.00	$ 365.00	$ 18,250.00	$ 425.00	$ 21,250.00	$ 150.00	$ 7,500.00
54	REMOVE AND REPLACE CURB & GUTTER	500	LF	$ 60.00	$ 30,000.00	$ 60.00	$ 30,000.00	$ 35.00	$ 17,500.00	$ 65.00	$ 32,500.00	$ 35.00	$ 17,500.00
55	REMOVE AND REPLACE HOT MIX ASPHALTIC CONCRETE	145	SY	$ 120.00	$ 17,400.00	$ 11.00	$ 1,595.00	$ 375.00	$ 54,375.00	$ 95.00	$ 13,775.00	$ 125.00	$ 18,125.00
56	REMOVE AND DISPOSE CONCRETE WATER VAULT	1	LS	$ 400.00	$ 400.00	$ 450.00	$ 450.00	$ 170.00	$ 170.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00
57	SOLID SLAB SODDING	16000	SY	$ 3.00	$ 48,000.00	$ 2.50	$ 40,000.00	$ 4.00	$ 64,000.00	$ 6.00	$ 96,000.00	$ 4.00	$ 64,000.00
58	ADA TACTILE SURFACE	11	EA	$ 5,000.00	$ 55,000.00	$ 1,200.00	$ 13,200.00	$ 4,000.00	$ 44,000.00	$ 2,500.00	$ 27,500.00	$ 300.00	$ 3,300.00
59	CLEARING AND GRUBBING	1	LS	$ 60,000.00	$ 60,000.00	$ 5,000.00	$ 5,000.00	$ 3,200.00	$ 3,200.00	$ 25,000.00	$ 25,000.00	$ 45,000.00	$ 45,000.00
60	CONSTRUCTION TRAFFIC CONTROL	1	LS	$ 100,000.00	$ 100,000.00	$ 35,000.00	$ 35,000.00	$ 15,780.00	$ 15,780.00	$ 25,000.00	$ 25,000.00	$ 30,000.00	$ 30,000.00
61	CONSTRUCTION STAKING AND AS-BUILTS	1	LS	$ 40,000.00	$ 40,000.00	$ 15,000.00	$ 15,000.00	$ 22,850.00	$ 22,850.00	$ 20,000.00	$ 20,000.00	$ 60,000.00	$ 60,000.00
62	EROSION CONTROL	1	LS	$ 60,000.00	$ 60,000.00	$ 10,000.00	$ 10,000.00	$ 9,600.00	$ 9,600.00	$ 7,500.00	$ 7,500.00	$ 50,000.00	$ 50,000.00
63	MOBILIZATION & INSURANCE 5% MAX	1	LS	$ 120,000.00	$ 120,000.00	$ 50,000.00	$ 50,000.00	$ 35,500.00	$ 35,500.00	$ 70,000.00	$ 70,000.00	$ 100,000.00	$ 100,000.00
64	PRE-CONSTRUCTION AND POST-CONSTRUCTION INSPECTION	1	LS	$ 40,000.00	$ 40,000.00	$ 20,000.00	$ 20,000.00	$ 1,000.00	$ 1,000.00	$ 5,000.00	$ 5,000.00	$ 30,000.00	$ 30,000.00
	TOTAL BASE BID				**$ 3,740,487.00**		**$ 2,102,016.00**		**$ 2,494,541.00**		**$2,477,408.00**		**$ 2,740,575.00**

ALTERNATE 1 - 12-INCH WATERLINE				ENGINEER'S ESTIMATE		SW WATERWORKS		CIMARRON		MATTHEW'S TRENCHING		SMC UTILITY	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	BID AMOUNT	UNIT COST	BID AMOUNT	UNIT COST	COST	UNIT COST	BID AMOUNT	UNIT COST	BID AMOUNT
A1	6-INCH DIA. C900 PVC PIPE (DR-18)	88	LF	$ 75.00	$ 6,600.00	$ 65.00	$ 5,720.00	$ 70.00	$ 6,160.00	$ 66.00	$ 5,808.00	$ 60.00	$ 5,280.00
A2	8-INCH DIA. C900 PVC PIPE (DR-18)	735	LF	$ 90.00	$ 66,150.00	$ 75.00	$ 55,125.00	$ 62.00	$ 45,570.00	$ 71.00	$ 52,185.00	$ 70.00	$ 51,450.00
A3	12-INCH DIA. C900 PVC PIPE (DR-18)	3265	LF	$ 126.00	$ 411,390.00	$ 90.00	$ 293,850.00	$ 93.00	$ 303,645.00	$ 81.00	$ 264,465.00	$ 90.00	$ 293,850.00
A4	BORE WITH STEEL ENCASEMENT (8-INCH CARRIER)	245	LF	$ 320.00	$ 78,400.00	$ 240.00	$ 58,800.00	$ 430.00	$ 105,350.00	$ 515.00	$ 126,175.00	$ 400.00	$ 98,000.00
A5	12-INCH HORIZONTAL DIRECTIONAL BORE	350	LF	$ 300.00	$ 105,000.00	$ 175.00	$ 61,250.00	$ 130.00	$ 45,500.00	$ 175.00	$ 61,250.00	$ 325.00	$ 113,750.00
A6	6-INCH SINGLE CHECK VALVE	1	EA	$ 10,000.00	$ 10,000.00	$ 8,500.00	$ 8,500.00	$ 6,500.00	$ 6,500.00	$ 4,500.00	$ 4,500.00	$ 3,000.00	$ 3,000.00
A7	6-INCH GATE VALVE & BOX	2	EA	$ 1,200.00	$ 2,400.00	$ 2,500.00	$ 5,000.00	$ 1,300.00	$ 2,600.00	$ 1,500.00	$ 3,000.00	$ 2,000.00	$ 4,000.00
A8	8-INCH GATE VALVE & BOX	6	EA	$ 1,750.00	$ 10,500.00	$ 3,000.00	$ 18,000.00	$ 1,850.00	$ 11,100.00	$ 2,000.00	$ 12,000.00	$ 2,200.00	$ 13,200.00
A9	12-INCH GATE VALVE & BOX	8	EA	$ 2,750.00	$ 22,000.00	$ 3,750.00	$ 30,000.00	$ 3,350.00	$ 26,800.00	$ 3,200.00	$ 25,600.00	$ 3,300.00	$ 26,400.00
A10	8-INCH x 6-INCH TEE	1	EA	$ 1,000.00	$ 1,000.00	$ 900.00	$ 900.00	$ 965.00	$ 965.00	$ 1,200.00	$ 1,200.00	$ 1,600.00	$ 1,600.00
A11	8-INCH x 8-INCH TEE	1	EA	$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,000.00	$ 1,060.00	$ 1,060.00	$ 1,400.00	$ 1,400.00	$ 1,600.00	$ 1,600.00
A12	12-INCH x 8-INCH TEE	3	EA	$ 1,500.00	$ 4,500.00	$ 1,800.00	$ 5,400.00	$ 1,535.00	$ 4,605.00	$ 2,200.00	$ 6,600.00	$ 2,500.00	$ 7,500.00
A13	12-INCH X 12-INCH TEE	1	EA	$ 2,000.00	$ 2,000.00	$ 2,100.00	$ 2,100.00	$ 2,045.00	$ 2,045.00	$ 2,650.00	$ 2,650.00	$ 2,500.00	$ 2,500.00
A14	8-INCH 45 DEGREE BEND	2	EA	$ 675.00	$ 1,350.00	$ 700.00	$ 1,400.00	$ 700.00	$ 1,400.00	$ 825.00	$ 1,650.00	$ 1,300.00	$ 2,600.00
A15	12-INCH 45 DEGREE BEND	10	EA	$ 1,200.00	$ 12,000.00	$ 1,400.00	$ 14,000.00	$ 1,175.00	$ 11,750.00	$ 1,925.00	$ 19,250.00	$ 1,600.00	$ 16,000.00
A16	FIRE HYDRANT ASSEMBLY	9	EA	$ 7,500.00	$ 67,500.00	$ 6,000.00	$ 54,000.00	$ 7,550.00	$ 67,950.00	$ 6,000.00	$ 54,000.00	$ 8,000.00	$ 72,000.00
A17	REMOVE FIRE HYDRANT	7	EA	$ 750.00	$ 5,250.00	$ 500.00	$ 3,500.00	$ 245.00	$ 1,715.00	$ 2,500.00	$ 17,500.00	$ 2,000.00	$ 14,000.00
A18	8-INCH CAP AND PLUG EXISTING WATERLINE	1	EA	$ 4,000.00	$ 4,000.00	$ 750.00	$ 750.00	$ 1,190.00	$ 1,190.00	$ 2,250.00	$ 2,250.00	$ 2,000.00	$ 2,000.00
A19	10-INCH CAP AND PLUG EXISTING WATERLINE	1	EA	$ 4,200.00	$ 4,200.00	$ 1,000.00	$ 1,000.00	$ 1,825.00	$ 1,825.00	$ 2,500.00	$ 2,500.00	$ 2,200.00	$ 2,200.00
A20	12-INCH CAP AND PLUG EXISTING WATERLINE	2	EA	$ 4,500.00	$ 9,000.00	$ 1,000.00	$ 2,000.00	$ 1,825.00	$ 3,650.00	$ 2,750.00	$ 5,500.00	$ 2,500.00	$ 5,000.00
A21	CONNECTION TO EXISTING 8-INCH WATERLINE	5	EA	$ 2,500.00	$ 12,500.00	$ 1,200.00	$ 6,000.00	$ 2,005.00	$ 10,025.00	$ 6,000.00	$ 30,000.00	$ 3,500.00	$ 17,500.00
A22	CONNECTION TO EXISTING 12-INCH WATERLINE	5	EA	$ 3,500.00	$ 17,500.00	$ 1,500.00	$ 7,500.00	$ 3,800.00	$ 19,000.00	$ 6,500.00	$ 32,500.00	$ 4,500.00	$ 22,500.00
A23	1-INCH SINGLE SHORT SERVICE (SSS)	7	EA	$ 1,500.00	$ 10,500.00	$ 2,000.00	$ 14,000.00	$ 2,475.00	$ 17,325.00	$ 2,500.00	$ 17,500.00	$ 2,500.00	$ 17,500.00
A24	1.5-INCH SINGLE SHORT SERVICE (SSS)	1	EA	$ 1,750.00	$ 1,750.00	$ 4,500.00	$ 4,500.00	$ 4,210.00	$ 4,210.00	$ 5,350.00	$ 5,350.00	$ 3,000.00	$ 3,000.00
A25	12-INCH BLOW OFF ASSEMBLY	1	EA	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 7,400.00	$ 7,400.00	$ 15,000.00	$ 15,000.00	$ 6,000.00	$ 6,000.00
A26	REMOVE AND REPLACE CONCRETE SIDEWALK	135	SY	$ 80.00	$ 10,800.00	$ 65.00	$ 8,775.00	$ 120.00	$ 16,200.00	$ 125.00	$ 16,875.00	$ 130.00	$ 17,550.00
A27	REMOVE AND REPLACE CONCRETE DRIVEWAY	45	SY	$ 75.00	$ 3,375.00	$ 90.00	$ 4,050.00	$ 195.00	$ 8,775.00	$ 120.00	$ 5,400.00	$ 90.00	$ 4,050.00
A28	REMOVE AND REPLACE P.C. CONCRETE PAVEMENT	10	SY	$ 50.00	$ 500.00	$ 125.00	$ 1,250.00	$ 365.00	$ 3,650.00	$ 425.00	$ 4,250.00	$ 150.00	$ 1,500.00
A29	REMOVE AND REPLACE CURB & GUTTER	25	LF	$ 60.00	$ 1,500.00	$ 60.00	$ 1,500.00	$ 35.00	$ 875.00	$ 65.00	$ 1,625.00	$ 35.00	$ 875.00
A30	SOLID SLAB SODDING	4022	SY	$ 3.00	$ 12,066.00	$ 1.75	$ 7,038.50	$ 4.00	$ 16,088.00	$ 6.00	$ 24,132.00	$ 4.00	$ 16,088.00
A31	ADA TACTILE SURFACE	4	EA	$ 5,000.00	$ 20,000.00	$ 1,200.00	$ 4,800.00	$ 4,000.00	$ 16,000.00	$ 2,500.00	$ 10,000.00	$ 300.00	$ 1,200.00
A32	CLEARING AND GRUBBING	1	LS	$ 10,000.00	$ 10,000.00	$ 1,000.00	$ 1,000.00	$ 3,200.00	$ 3,200.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
A33	CONSTRUCTION TRAFFIC CONTROL	1	LS	$ 20,000.00	$ 20,000.00	$ 12,500.00	$ 12,500.00	$ 6,300.00	$ 6,300.00	$ 17,500.00	$ 17,500.00	$ 30,000.00	$ 30,000.00
A34	CONSTRUCTION STAKING AND AS-BUILTS	1	LS	$ 5,000.00	$ 5,000.00	$ 15,000.00	$ 15,000.00	$ 8,000.00	$ 8,000.00	$ 12,500.00	$ 12,500.00	$ 20,000.00	$ 20,000.00
A35	EROSION CONTROL	1	LS	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 9,625.00	$ 9,625.00	$ 7,500.00	$ 7,500.00	$ 40,000.00	$ 40,000.00
A36	MOBILIZATION & INSURANCE 5% MAX	1	LS	$ 50,000.00	$ 50,000.00	$ 30,000.00	$ 30,000.00	$ 14,255.00	$ 14,255.00	$ 25,000.00	$ 25,000.00	$ 45,000.00	$ 45,000.00
A37	PRE-CONSTRUCTION AND POST-CONSTRUCTION INSPECTION	1	LS	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 1,000.00	$ 1,000.00	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00
	TOTAL ALTERNATE 1				**$ 1,227,517.00**		**$ 752,708.50**		**$ 813,308.00**		**$ 919,615.00**		**$ 1,018,693.00**
	BASE BID TOTAL				$ 3,740,487.00		$ 2,102,016.00		$ 2,494,541.00		$ 2,477,408.00		$ 2,740,575.00
	ALTERNATE BID TOTAL				$ 1,227,517.00		$ 752,708.50		$ 813,308.00		$ 919,615.00		$ 1,018,693.00
	TOTAL				**$ 4,968,004.00**		**$ 2,854,724.50**		**$ 3,307,849.00**		**$ 3,397,023.00**		**$ 3,759,268.00**

I, John Gjendem, do hereby certify that the foregoing Bid Tabulation correctly reflects each bid received on the above-referenced project.

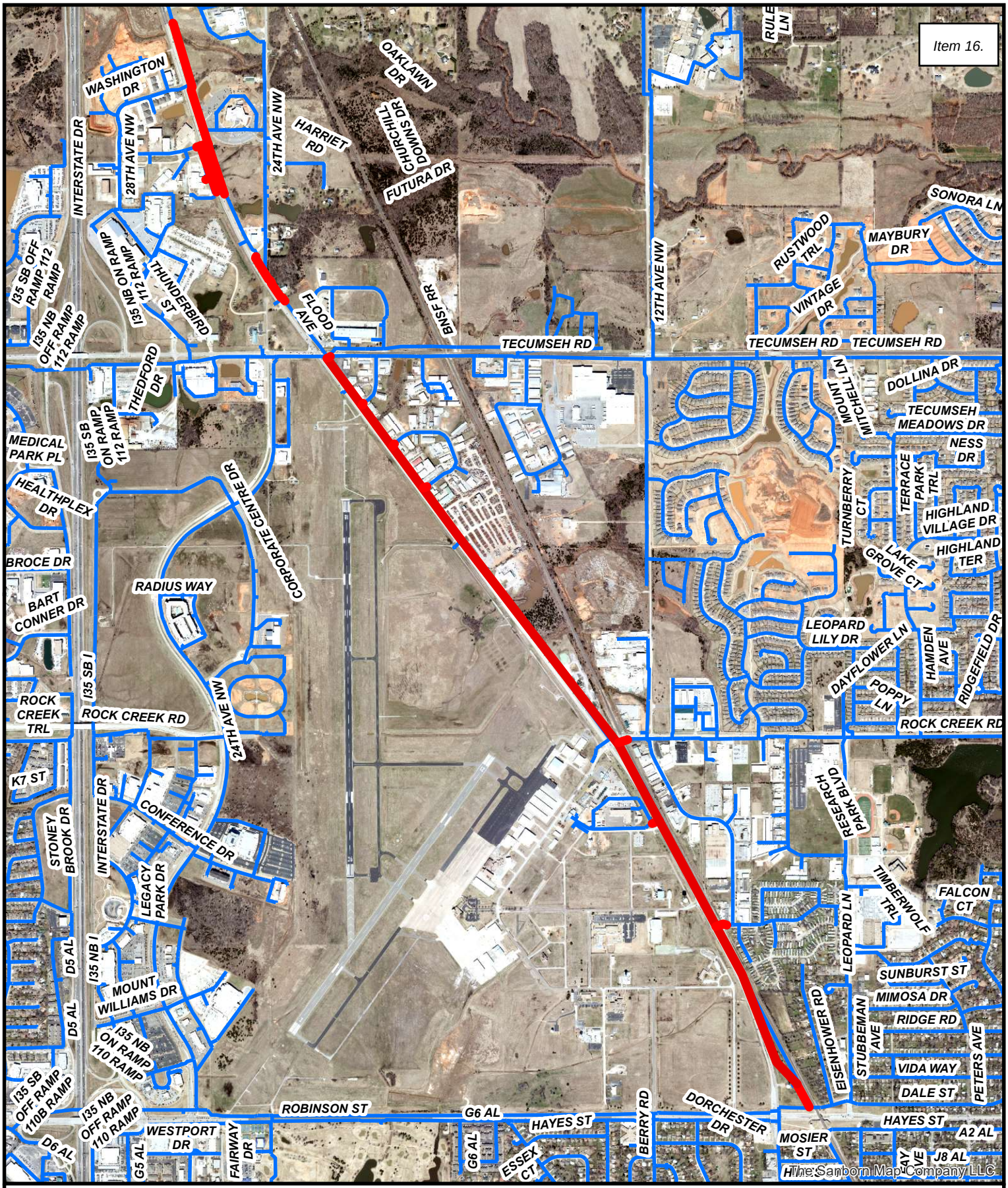
09/07/2021

John M. Gjendem, P.E.

* Southwest Waterworks bid includes an error within their sum for item 55, "Remove and Replace Hot Mix Asphaltic Concrete". The bid submitted for that item was $15,950.00, but the unit price of $11/SY provided equated to a corrected bid of $1,595.00. This affects their total bid, changing the Total Base Bid submitted from $2,116,371.00 to a Corrected Total Base Bid of $2,102,016.00.

** The Engineer's Estimate includes an error within their sum for item 1. The bid submitted for that item was $800.00 but the unit price of $75/LF equates to a corrected bid of $750.00. This affects their total bid, changing the Total Base Bid submitted from $3,740,548 to a Corrected Total Base Bid of $3,740,487.60.

*** The Engineer's estimate includes a 20% contingency.



WA0328- Flood Avenue Waterline

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

September 2, 2021

N W E S

WMains

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-42 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARKHILL CARDINAL ENGINEERING IN THE AMOUNT OF $34,366 FOR THE MCCULLOUGH STREET RECONSTRUCTION PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

Item 17

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Brandon Brooks, Staff Engineer

PRESENTER: Joseph Hill, Streets Program Manager

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-42 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARKHILL CARDINAL ENGINEERING IN THE AMOUNT OF $34,366 FOR THE MCCULLOUGH STREET RECONSTRUCTION PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

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 the Urban Road Reconstruction locations for FYE 2022:

-Grover Lane from Berry Road to Hall Avenue

-McCullough Street from Monnett Avenue to Front Street

The City of Norman Streets Division began design of the McCullough Street Reconstruction project in May of 2020. During the initial survey of the project, it was noted that due to the conditions of the surrounding topography, the project scope would need to increase leading to an engineering study of connected alleyways south and east of McCullough Street impacting the function and drainage of the roadway. Survey and initial concepts where prepared for three locations as listed below:

1) McCullough Street from Monnett to BNSF railroad Right of Way
2) Front Street Alley from Boyd Street north to "grade break" north of McCullough
3) McCullough Boyd Alley south of McCullough street from Monnett to BNSF railroad Right of Way

Engineering on-call contracts were previously issues for each of the three (3) locations listed above as part of the Center City Stormwater Project. Following the Street Maintenance Bond Election, staff requested an updated quote from Parkhill Cardinal Engineering to determine cost associated with the completion of these "on-call" designs. The total cost was found to be $60,000 which would exceed the $50,000 "on-call" limit. With the current engineering information already obtained by Parkhill Cardinal Engineering, staff has determined that closing out the existing on-call contracts and consolidating all three (3) into one contract with two (2) phases to account for the additional Engineering needs associated with McCullough Street and the adjacent alleys will be necessary to address the full scope of the McCullough Street reconstruction project.

DISCUSSION:

Provided below is a list of the aforementioned project locations with estimated costs for designs provided by Parkhill:

Phase #1

- McCullough Street from Monnet to BNSF Right of Way - $19,000

Phase #2

- Front Street Alley from Boyd Street to the "grade break" - $23,500
- McCullough – Boyd Alley from Monett to BNSF Right of Way - $17,500

Total - $60,000

The total cost of these three (3) design locations was estimated at $60,000 with a total expenditure to-date of $25,634 resulting in an outstanding balance associated with this work of $34,366. Given that the three (3) design locations are contiguous, staff is requesting Council approval to consolidate these projects into one contract with two phases. First, Phase #1, the McCullough street reconstruction project which is already funded for design and construction through the voter approved 2021 Street Maintenance Bond Program. Second, Phase #2, the two adjoining alleyways also known as the McCullough Front Alley project which, if approved, would be funded through the Alley Repair program (Account 50593369-46101, Project SC0622).

RECOMMENDATION 1:

Staff recommends the approval of Contract K-2122-42 with Parkhill Cardinal Engineering allowing for the cumulative design of the McCullough Street Reconstruction Project (Account 50593385, Project BP0498) to include the McCullough Front Alley Project (Project SC0728) for a total cost of $34,366

RECOMMENDATION 2:

Staff further recommends the approval of Fund transfer in the amount of $27,900 from the Alley Repair Program (Account 50593369-46101, Project SC0622) to the McCullough Front Alley Project (Account 50593369-46201, Project SC0728) for design fees associated with "McCullough Front Alley" Project.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Parkhill Cardinal Engineering (CONSULTANT) for the following reasons:

1. The OWNER intends to reconstruct McCullough Street from Monnett Avenue to South Front Street and the McCullough/Boyd alley from Monnett Avenue to South Front Street to include a tie-in between McCullough Street with the McCullough/Boyd alley to include grading and drainage improvements of South Front Street (the PROJECT); and,
2. The OWNER requires certain professional survey, design, analysis and engineering services in connection with the PROJECT (the SERVICES); and,
3. The CONSULTANT is prepared to provide the SERVICES.

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

ARTICLE 1 - EFFECTIVE DATE
The effective date of this AGREEMENT shall be __th day of _____, 2021.

ARTICLE 2 - GOVERNING LAW
This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES
The CONSULTANT shall provide the SERVICES described in **Attachment A, Scope of Services**.

ARTICLE 4 - SCHEDULE
The CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in **Attachment A, Scope of Services** according to the schedule set forth in **Attachment B, Project Schedule**.

ARTICLE 5 -COMPENSATION
The OWNER shall pay the CONSULTANT in accordance with **Attachment C, Compensation**. Invoices shall be due and payable upon receipt. The OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES
The OWNER shall be responsible for all matters described in **Attachment D, Owner's Responsibilities**. The OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by the OWNER to the CONSULTANT. If the OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to the CONSULTANT, the OWNER shall obtain a license or right to use, including the right to sublicense to the CONSULTANT. The OWNER hereby grants the 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. The OWNER represents that the 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. To the extent permitted by applicable law, including the Constitution of the State of Oklahoma the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT's employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this ARTICLE shall survive completion of the SERVICES, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this Agreement, the 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.

The CONSULTANT shall, upon written request, furnish the OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the OWNER. The OWNER shall require all project contractors to include the OWNER, the 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 the OWNER and the CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

The 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 the CONSULTANT, to fulfill contractual responsibilities to the 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 the CONSULTANT in **Attachment A, Scope of Services**. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment; (a) increase the CONSULTANT's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the 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, the 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. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT's cost estimates or that actual schedules will not vary from the CONSULTANT's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by the CONSULTANT as deliverables pursuant to the **Attachment A, Scope of Services** are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by the OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to the CONSULTANT. The OWNER shall indemnify and hold harmless the 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 the CONSULTANT to additional compensation at rates to be agreed upon by the OWNER and the CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided herein, documents, drawings, and specifications prepared by the CONSULTANT and furnished to the OWNER as part of the SERVICES shall become the property of the OWNER; provided, however, that the CONSULTANT shall have the unrestricted right to their use. The 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 the 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. The OWNER may terminate or suspend performance of this AGREEMENT for the OWNER's convenience upon written notice to the CONSULTANT. The CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to the OWNER, and the OWNER shall pay the CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to the CONSULTANT's compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE
Neither the OWNER nor the 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 the OWNER or the CONSULTANT under this AGREEMENT. The 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:
Brandon L. Brooks, E.I.T.
Staff Engineer
City of Norman

P.O. Box 370
Norman, OK 73070
(405) 366-5459 Phone
(405) 366-5418 FAX

CONSULTANT:
Parkhill Cardinal Engineering
Bill Swain, P.E.
Team Leader
NORMAN OFFICE
3226 Bart Conner Drive
Norman, OK 73072
(405) 701-8124 Phone

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

ARTICLE 17 - DISPUTES

In the event of a dispute between the OWNER and the CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach AGREEMENT to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

The 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. The 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 the CONSULTANT's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The 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 the OWNER or the 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 the OWNER and the CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS
The OWNER and the CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT
Neither the OWNER nor the CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the CONSULTANT may assign its rights to payment without the OWNER's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this ARTICLE shall prevent the CONSULTANT from engaging independent consultants, associates and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS
The SERVICES provided for in this AGREEMENT are for the sole use and benefit of the OWNER and the CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the OWNER and the CONSULTANT.

IN WITNESS WHEREOF, OWNER and PARKHILL CARDINAL ENGINEERING have executed this AGREEMENT.

DATED this __th day of _____, 2021.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

_____
City Clerk

Parkhill Cardinal Engineering
(CONSULTANT)

Signature _____

Name Bill Swain, P.E.

Title Team Leader

Date 9/1/2021

Attest:

_____
Administrative Specialist

Approved as to form and legality this 8 day of Sept 2021.

_____
City Attorney

ATTACHMENT A
SCOPE OF SERVICES

ARTICLE 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. The CONSULTANT shall, except as otherwise provided for herein, furnish all engineering services, labor, equipment and incidentals (SERVICES) as required for this AGREEMENT.

PART I- DESCRIPTION OF PROJECT

The CONSULTANT is to provide SERVICES in connection with the development of design for reconstruction, utility coordination and relocations, and construction documents for the following improvements located within the City of Norman, Oklahoma:

Reconstruct approximately 480 feet of McCullough Street between Monnett Avenue and South Front Street. Inclusive with this project will be the tie-in of McCullough Street with the McCullough/Boyd alley, and drainage improvements of the South Front Street and McCullough Boyd alleyways.

Project Extents:

The Beginning of Project (BOP) shall be at the intersection of McCullough Street and Monnett Avenue. The project shall extend approximately four hundred eighty feet (480') east or approximately 1/10 mile east of Monnett Avenue to the tie-in of the McCullough/Boyd alley and shall continue approximately five hundred forty feet (540') to the intersection of the alley and Monnett Avenue, the End of Project (EOP).

Project Exceptions:

There are no anticipated construction exceptions within the PROJECT extents.

Incidental Construction:

The PROJECT shall include grading, drainage, on-street parallel parking, curbing, sanitary sewer manhole adjustments, water valve adjustments, storm sewer and other drainage appurtenances, paving, sidewalks and any other ancillary construction as required to tie the proposed construction to adjacent improvements.

Specific Project Requirements:

Design criteria and other requirements specific to this PROJECT include:

- The design shall include two (2) typical pavement sections: a 2-lane, concrete pavement with combined concrete curb & gutter, and a sixteen foot (16') wide concrete pavement alley.
- The design shall include the reconstruction of McCullough Street to include a section of on-street parallel parking on the north side of the roadway. McCullough shall transition and turn to the south to connect to the McCullough/Boyd alley.
- New and reconstructed pavement shall be designed for a 30-year life. The pavement life shall assume normal routine maintenance and one major maintenance/restoration event at approximately the 15th year of service as is ordinary for the type of pavement specified.

- The design shall include all associated grading, storm channel rehabilitation, drainage structures and accompanying design calculations.
- Engineering reports, construction documents, and supporting design calculations developed by the CONSULTANT shall comply with the established requirements of the OWNER.

In addition, the PROJECT shall be designed in accordance with the general criteria identified in **PART III - Design Criteria**.

PART II - SERVICES PROVIDED BY OTHERS

Engineering and ancillary services including but not limited to those identified below, shall be the responsibility of others:

Utility Relocation Design - Relocation design for utility systems in conflict with the proposed construction are not included in CONSULTANT's scope of services. Relocation designs shall be the responsibility of each utility owner. Design of the OWNER-owned utilities (such as water and sanitary sewer services), services may be provided by the CONSULTANT if authorized by the OWNER in writing within this AGREEMENT or in the form of an executed Amendment to this AGREEMENT.

Certificates of Title and Right-of-Way Appraisals & Acquisitions - Certificates of Title and Right-of-Way Appraisals & Acquisitions required for the proposed construction and/or utility relocations are not included in the CONSULTANT's scope of work. Certified title information provided by the OWNER to the CONSULTANT prior to the Plan-in-Hand review shall be incorporated into the right-of-way drawings, plats, misery reports and other instruments as required at no additional cost to the OWNER.

Bidding, Construction Management, and Inspection Services - Bidding, construction management and inspection services are not included in the CONSULTANT's scope of services.

PART III - DESIGN CRITERIA

The design and plans shall conform to current State and AASHTO policies and standards (as modified under the direction of OWNER in writing) including:

- Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, FHWA, 2009 Edition;
- An International Guide for Roadway Lighting, American Association of State Highway and Transportation Officials, (latest revision);
- AASHTO's LRFD Bridge Design Specifications for Highway Bridges, 5th Edition, 2012 and all current interim specifications with S.I. Units;
- ANSII/AASHTO/AWS DI.5 Bridge Welding Code (latest revision);
- A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials, 2011 Edition;
- Standard Specifications for Highway Construction, and Supplemental, Oklahoma Department of Transportation, 2009;
- Highway Capacity Manual, Transportation Research Board, 2010 Edition;
- Policy on Driveway Regulations for Oklahoma Highways, Oklahoma

Department of Transportation, 1996 Edition;
- Roadside Design Guide, American Association of State Highway and Transportation Officials, 2011 Edition;
- Right-of-way Specifications Manual for Preparation of Plans and Documents, Oklahoma Department of Transportation, (latest revision);
- Oklahoma Administrative Code (OAC), Title 730;
- Drainage Design Manual, Oklahoma Department of Transportation, 1988 Edition;
- Roadway Design Manual, Oklahoma Department of Transportation, 1992 Edition;
- Roadway Safety and Convenience Design Guide for Oklahoma Cities, Oklahoma Department of Transportation, 1991 Edition;
- Checklist for Local Government Urban Plans, Oklahoma Department of Transportation, 2001 Edition.

PART IV - GENERAL PERFORMANCE REQUIREMENTS

The CONSULTANT agrees to the following as appropriate and when applicable SERVICES included in this AGREEMENT:

1. To compute and place upon the construction plans, right-of-way ties to the survey line or a construction reference line, whichever is the most feasible, for the purpose of staking the right-of-way line for construction operations.

2. To prepare and furnish complete detailed final construction plans as called for in "DESCRIPTION OF PROJECT".

3. To prepare and furnish all field surveys and mapping including topographic survey of the PROJECT area, control survey to establish section corners and section lines, ties to local coordinate system, horizontal location of existing utilities, and monumentation for construction staking.

4. To prepare and furnish complete structural design, hydrologic and hydraulic design (including drainage maps and design data for any storm sewer systems and other drainage appurtenances included in this AGREEMENT), geometric design and pay quantity computations, as follows:

   a. The CONSULTANT shall ensure that these computations are independently checked in detail by competent personnel and shall provide a written statement to that effect when the plans are submitted.
   b. All computations shall be neat, legible, identified, indexed, and bound in a manner that is easy to follow by someone unfamiliar with the PROJECT. They shall be considered a part of the work done under this AGREEMENT and shall become the sale property of the OWNER.
   c. The CONSULTANT shall furnish drainage maps and design data with computations for any storm sewer systems and other drainage involved in this AGREEMENT.

5. To furnish any additional plan sheets identified in the scope of services and as required by the OWNER.

6. That all preliminary designs, final plans and reports submitted for review by the OWNER shall be accompanied by a

written statement signed and sealed by a professional engineer attesting that a detailed check has been made of the plans and reports.

7. To provide public involvement participation, coordination and support between the OWNER, the effected local business owners, residents and community based organizations. Such services shall include, but not limited to, any necessary presentation materials , attendance and participation at meetings, gatherings, assemblies or hearings as requested by the OWNER.

8. To be available for such conferences as the OWNER may deem necessary in connection with the work. The OWNER shall have the right to inspect the work at all reasonable times at the CONSULTANT's office.

9. To coordinate its CONSULTANT's work with other consultants on adjoining projects, if any, and to furnish and share survey and plan data identified in the scope of services in such a manner as to facilitate and expedite the completion of AGREEMENTS for adjacent work.

10. To prepare and/or update CONSULTANT's Opinion of Probable Cost at each submittal milestone.

11. To furnish a legible copy of all computations used in developing cost estimates which are neatly arranged, bound and are properly identified and indexed. The computations shall be submitted when the documents are submitted to the OWNER.

PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS

The following Work Breakdown Structure (WBS) and Work Product Requirement are an outline and understanding of the scope of services that supports the CONSULTANT's fee and project schedule. The WBS is an expansion on the general requirements presented **PARTS I** through **IV**. All requirements set forth **PARTS I** through **IV** shall be met regardless of whether or not more specific requirements are stipulated herein. A list of the sizes and number of sets of plans included in the AGREEMENT is provided in **PART VI - PLAN REQUIREMENTS**.

TASK 1 – DESIGN SURVEY

Surveying shall be in accordance with the minimum standards for land surveying as stipulated by the Oklahoma State Board of Professional Engineers and Land Surveyors. Tract ownerships are to be based on observable evidence and reasonable public record research. Ownerships shown will not be conclusive to actual land title certificates.

a. The CONSULTANT shall establish horizontal and vertical control within the PROJECT limits necessary to collect all topographic and planimetric features, boundaries, right-of-way/easement in formation, etc. and to serve as survey control for construction staking by the Construction Contractor.

b. The CONSULTANT shall provide field surveying in order to develop existing roadway cross sections at 50' intervals as well as at intersections and driveways throughout the PROJECT.

c. The CONSULTANT shall create contours and digital terrain model from the collected data to support the design.

d. The CONSULTANT shall collect topographic data including, but not limited to, surface features such as utilities, signs, (including type and reference marker, if any), headwalls, retaining walls, curb and grate inlet locations, pipe and box culvert flowlines, driveway locations and profile, and other pertinent data.

e. The CONSULTANT shall tie any soil borings and pavement cores along the PROJECT to the survey control and be shown in the plans.

f. The CONSULTANT shall develop survey data and information in a format suitable to be incorporated into the Final Plan Set. The survey sheets shall be submitted to the OWNER for review no later than the Preliminary Design Submittal.

g. The CONSULTANT shall provide survey in the Oklahoma State Plane Coordinate System, South Zone. The ground/grid combined scale factor shall be computed for the PROJECT and noted on the survey sheets.

h. The CONSULTANT shall establish adequate monumentation for construction staking including horizontal control points and vertical bench marks. The monumentation shall cover the PROJECT area with inter-visible control points set on prominent ground, avoiding short back sights. Points should be set where likelihood of disturbance by construction is minimized. Primary control should be brass cap in concrete. Secondary control should be iron pins with plastic cap identifying the survey company when practical.

i. The CONSULTANT shall include survey sheets in the plan set or as a separate set of drawings (at the OWNER's discretion). Survey sheets shall include contours and boundary information. Survey sheets shall be sealed by Licensed Surveyor in the State of Oklahoma.

j. The CONSULTANT shall contact the Oklahoma One Call System "CALL OKIE" via the "Web Ticket" system and maintain records of reported utility holders. Information on Utility holders received from OKIE shall be shown on plan sheets. Utility drawings based on surface features, nagging, and record drawings shall be included in the plan sets. Any additional information received directly from the utility companies shall be included in the plan sets and identified.

TASK 2 – PRELIMINARY DESIGN

The CONSULTANT services identified in **Task 2** are services anticipated to be required. However, the specific required level of effort by the CONSULTANT will be unknown until additional information becomes better defined during the course of the PROJECT. The identified SERVICES and anticipated level of effort are educated estimates only. SERVICES will be provided on an "as needed" and "as requested" basis according to the identified unit cost.

The CONSULTANT shall conduct the following preliminary design functions during the Preliminary Design task:

a. Prepare preliminary horizontal & vertical alignments and associated Plan & Profile Sheets.

b. Prepare a Preliminary Engineers Estimate of Probable Cost and Budget Review.
c. Document existing utilities and possible design conflicts.
d. Identify significant design issues.
e. Document existing drainage characteristics in a drainage report indicating all existing drainage boundaries, areas, runoff coefficients, flow quantities, flow velocities, etc., for all points of concentrated drainage entering and exiting the existing and proposed PROJECT right-of-ways for each design storm event.
f. Document existing FEMA Floodplains/ Floodway conditions within the PROJECT extents.

No FEMA CLOMR/LOMRs and no COE 404 Applications/Permits are anticipated for PROJECT.

Task 2A - Utility Locates

As unknown underground utility locations become critical to identify, a utility locate company will be contracted by the CONSULTANT to physically locate the utility by exposing the utility and measuring critical parameters. An estimate of 25 locates under a variety of conditions was assumed for purposes of determining the contract base budget. The OWNER will be invoiced on an "as used" basis at cost plus 15%.

Task 2B – Supplemental Survey Needs

The OWNER and the CONSULTANT will have several needs for additional survey services after the initial design survey is complete. The level of effort required is unknown. An estimate of required man hours is included in the contract amount to be used "as needed" and "as requested". The anticipated items are listed below:

a. Survey underground utility locates
b. Survey previously unmarked utilities
c. Survey additional development changes
d. Stake existing right-of-way up to 2 times
e. Additional legal descriptions & exhibits
f. Other miscellaneous surveys required by the OWNER or the CONSULTANT

The OWNER will be invoiced on an "as used" basis at Standard Rates plus 5%.

TASK 3 – 90% PLAN SET

The CONSULTANT shall complete all design analysis and prepare all design documents necessary to conduct a Plan-in-Hand project review with the OWNER once the design and construction plans reach 90% complete. These tasks are anticipated to include the following:

a. Verify the project scope
b. Confirm horizontal and vertical alignments
c. Confirm Typical Sections
d. Field verify survey
e. Identify drainage issues
f. Identify construction sequencing needs
g. Identify preliminary Right-of-Way needs and utility conflicts
h. Revise P & P Sheets
i. Prepare Cross Section Sheets
j. Revise Drainage Structure Tables
k. Prepare Summary Tables
l. Prepare Driveway Schedules
m. Prepare Pay Items & Notes
n. Prepare Signing & Striping Plan Sheets

o. Prepare Detail Sheets
p. Revise Engineer's Estimate of Probable Cost.
q. Prepare Right-of-Way Sheets
r. Prepare Survey Data Sheets

TASK 4 – FINAL PLANS

Upon receiving Plan-in-Hand comments from the OWNER, the CONSULTANT shall prepare final Construction Plans suitable for bid letting. These tasks are anticipated to include the following:

a. Finalize P & P Sheets
b. Finalize Cross Section Sheets
c. Finalize Drainage Structure Tables
d. Finalize Summary Tables
e. Finalize Driveway Schedules
f. Finalize Pay Items, Bid Quantities & Pay Item Notes
g. Prepare any Special Provisions
h. Finalize Signing & Striping Plan Sheets
i. Finalize Detail Sheets
j. Finalize Construction Sequence Plans
k. Finalize Engineer's Estimate of Probable Cost
l. Finalize Right of Way Sheets

Task 4A - Record Drawings

Record Drawings will be prepared and submitted to the OWNER.. Full time inspections, periodic site visits or mapping/surveying of as-built conditions are not included in this AGREEMENT. If field survey is required, it will be requested by the OWNER and invoiced, under Task 2B on an "as needed" basis.

PART VI - PLAN REQUIREMENTS

Drawings shall conform to ordinary ODOT drafting standard and shall be 22 x 34-inches (full size) and 11 x 17-inches (half size) prints. CONSULTANT shall provide and submit the required number of plan sets to complete the PROJECT. It is currently unknown the exact number of full size and half size plan sets required, For purposes of this contract, the following numbers of submittal plan sets (Plan-in-Hand & Final Plans) are included in the base fees:

- Full Size – 10 (minimum 1"=30' scale)
- Half Size - 40

Other required plan set copies will be provided as a reimbursed expense on a cost plus 15% basis. Work in progress sets and progress meeting sets will be half size and included in the base fees.

PART VII - MUTUAL AGREEMENTS

The OWNER and the CONSULTANT mutually agree:

a. SERVICES to be performed by the CONSULTANT shall include and encompass those SERVICES identified in **PART V - WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS**.
b. The CONSULTANT shall hold the OWNER as a confidential client. The CONSULTANT shall make no statements or publish any materials regarding any investigations to any party on behalf of the OWNER without prior written authorization from the OWNER. The CONSULTANT shall refer all questions regarding this AGREEMENT and the work defined herein to the OWNER.
c. Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, the CONSULTANT's Opinion of Probable

Cost shall be made on the basis of its experience and qualifications as a professional engineer. The CONSULTANT does not guarantee that proposals, bids, or actual PROJECT construction costs will not vary from the CONSULTANT's construction cost estimates.

d. When the plans are completed to the field review stage, representatives of the OWNER will accompany the CONSULTANT on a field review investigation to mutually determine design features to be incorporated in the final plans.
e. All tracings, plans, computations, specifications and maps prepared or obtained under the terms of the AGREEMENT shall be delivered to and become the property of the OWNER. All basic survey notes and sketches, charts, computations and other data prepared or obtained under this AGREEMENT shall be made available upon request to the OWNER without restriction or limitation on their use. When an AGREEMENT is for preliminary plans only, no commitment is made or implied that would constitute a limitation on the subsequent use of the plans or the ideas incorporated therein for preparation of construction plans.
f. The CONSULTANT shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this AGREEMENT, except as may be otherwise specifically provided for herein.
g. Then CONSULTANT shall sign the final product of CONSULTANT's efforts submitted to the OWNER and affix the appropriate Oklahoma seal as proof of Professional Engineer registration in the State of Oklahoma.
h. The CONSULTANT and/or surveyor shall place his professional seal of endorsement and signature on all the documents, survey information and engineering data furnished to the OWNER when such is required by the Level or Type of Service defined by this AGREEMENT and additionally, as may be required by State Law.
i. The CONSULTANT and it's sub-consultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT, for inspection by the OWNER and copies thereof shall be furnished to the OWNER.

ATTACHMENT B
PROJECT SCHEDULE

ARTICLE 4 of the AGREEMENT is amended and supplemented to include the following agreement of tile parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the SERVICES under this AGREEMENT shall commence upon execution of the AGREEMENT between the OWNER and the CONSULTANT and after receipt of a written Notice to Proceed from the CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for the OWNER to take advantage of existing funding. The CONSULTANT agrees to provide SERVICES for each phase of the PROJECT as stated in **Attachment A - Scope of Services**, in accordance with the time frame as stated below:

TASK MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	September 15, 2021
Preliminary Design	October 20, 2021
90% Plan Set - Not Bid Set	November 19, 2021
Plans, Specifications and Estimate (P,S,& E) Submission	December 7, 2021

The parties further agree that the CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and anytime lost while the CONSULTANT is waiting for direction either by a government agency or the OWNER, and any excusable delays as described in ARTICLE 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by the OWNER, utility relocations, and other factors beyond direct control of the CONSULTANT.

ATTACHMENT C
COMPENSATION

ARTICLE 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A - Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed $34,366.00 unless changed or modified by a mutually executed contact amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A - Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1 – Topographical Survey	$3,500.00
Task 2 – Preliminary Design	$6,958.00
Task 3 – 90% Plan Set	$15,540.00
Task 4 – Final Construction Plans (P,S & E Submittal)	$8,368.00
TOTAL COMPENSATION	$ 34,366.00

Payment claims or invoices for incremental work completed on each task may be submitted by the CONSULTANT to the OWNER for prompt payment on a monthly basis.

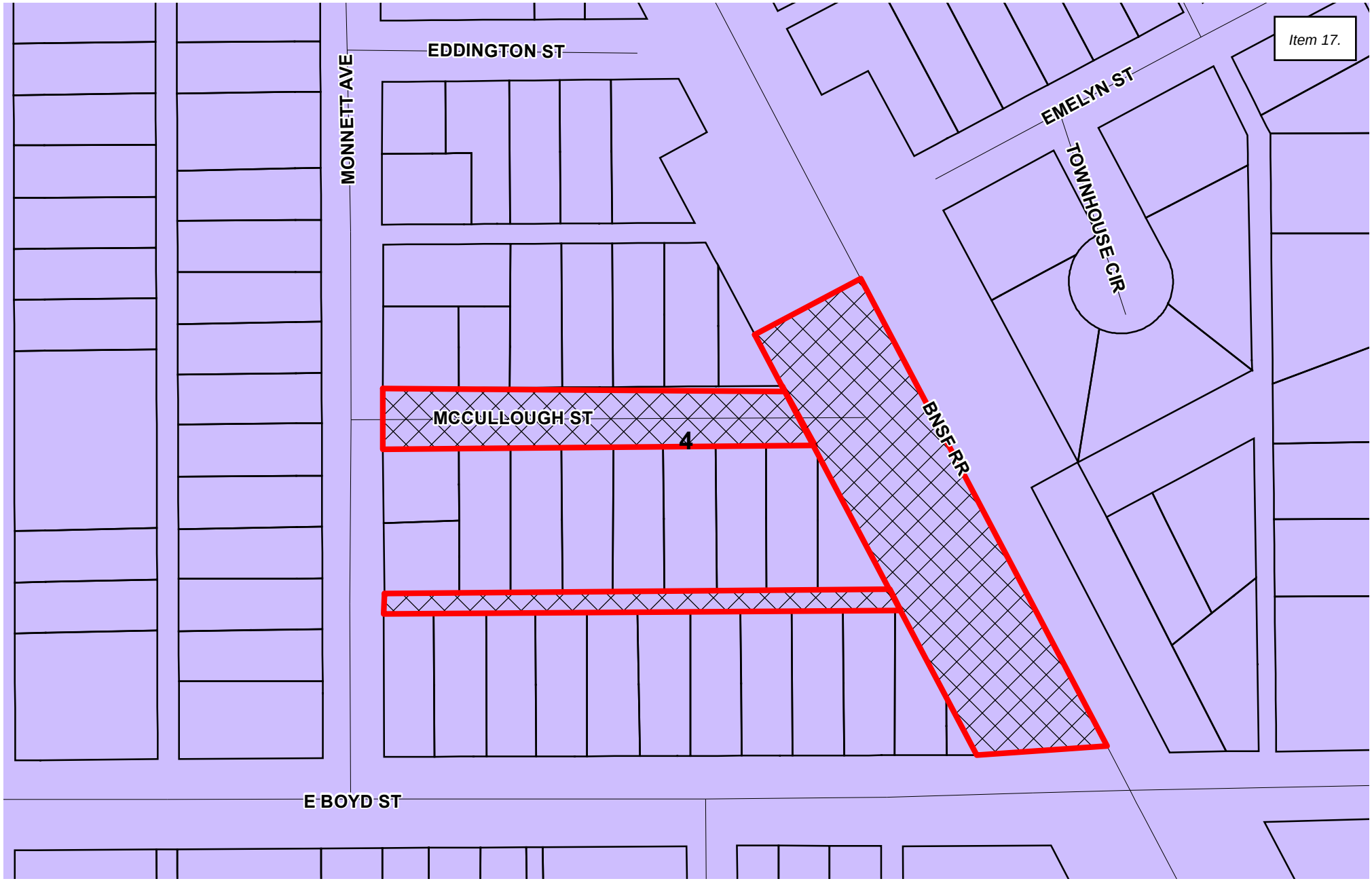
Final payment shall not be deemed to waive any rights or obligation of the OWNER or the CONSULTANT to this AGREEMENT.

ATTACHMENT D
OWNER'S RESPONSIBILITIES

ARTICLE 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

OWNER RESPONSILITIES

1. The OWNER shall furnish to the CONSULTANT all available information pertinent to PROJECT including previous reports, construction plans and any other data relative to design and construction of the PROJECT.
2. The OWNER shall be responsible for all permit fees.
3. The OWNER shall examine all studies, reports, sketches, estimates specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.
4. The OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret, and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
5. The OWNER shall furnish legal assistance as required in the preparation, review and approval of construction documents.
6. The OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
7. The OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with the PROJECT.



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.

McCullough Street Reconstruction Project
FYE '22 Street Mainentance Bond

N

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-49 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ADG, P.C., IN THE AMOUNT OF $99,600 FOR THE DEVELOPMENT OF THE PUBLIC WORKS AND UTILITIES FACILITIES MASTER PLAN AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Item 18

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Brandon Brooks, Staff Engineer

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-49 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ADG, P.C., IN THE AMOUNT OF $99,600 FOR THE DEVELOPMENT OF THE PUBLIC WORKS AND UTILITIES FACILITIES MASTER PLAN AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Three City departments currently conduct field operations at the City-owned property located at approximately 1301 Da Vinci Street in Norman, also known as "North Base". Those operations include the Norman Fire Station #7 and Emergency Operation Center (EOC); Norman Utilities Department Sanitation and Line Maintenance; and Public Works Fleet Maintenance, Traffic Control, and City Fueling Facilities. Staff believes there is an opportunity to introduce efficiency into the day-to-day operations and field activities by adopting a more thoughtful approach to facility utilization.

When the City acquired the North Base site from the University of Oklahoma on February 24, 1998, the City inherited the existing buildings that occupied that space. Most of the existing facilities are more than 70 years old and are unsuitable for current needs, as they were built in the early 1940's to accommodate United States Naval operations.

North Base is a 26-acre site. This development is currently being expanded to accommodate the City's Transit/Emergency Vehicle Maintenance facility and Parks Maintenance facility as well as Electric Vehicle charging stations.

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

DISCUSSION:

City staff prepared a Request for Proposals (RFP) to solicit the design services necessary to prepare a sound, actionable, and fiscally responsible master plan for the redevelopment of the

North Base Site to establish a framework for the anticipated needs of the City for the next 30 years. The master plan focuses on the preservation and potential readapting of current facilities as well as the identification of and/or planning for new facilities.

Nine (9) proposals were received by staff. A Selection Committee was formed which included three (3) staff members; Shawn O'Leary, Public Works Director; Chris Mattingly, Director of Utilities; and Fire Chief Travis King, and two (2) citizen members; Lance Lamkin, A.A.E., Max Westheimer Airport Administrator, and Brent Everett, P.E., Assistant Director of the University of Oklahoma Architectural and Engineering Services. The Selection Committee members independently scored each proposal on a point scale as defined in the RFP. Upon review of the proposals, three (3) firms were selected for interviews. The proposal submitted by ADG, PC of Oklahoma City, Oklahoma was selected as the most qualified approach.

Staff has negotiated the attached contract with ADG, PC to provide a final report to include a feasibility study and an illustrative master plan to guide redevelopment of the North Base Site for the next 30 years in the amount of $99,600. If approved, the final report will be completed by April 22, 2022.

The renovation or re-adaptation of North Base is currently unfunded. This Master Plan will allow the City to plan thoughtfully for its future facility and operational needs.

Funds are available for this project in the North Base Feasibility Study project account (Account 50593388, Project BG0165) in the amount of $80,000 and staff is requesting the appropriation of an additional $19,600 from the Capital Fund Balance (Account 50-29000).

RECOMMENDATION 1:

Staff recommends the appropriation of $19,600 from the Capital Fund Balance (Account 50-29000) to the North Base Feasibility Study (Account 50593388, Project BG0165).

RECOMMENDATION 2:

Staff further recommends approval of Contract K-2122-49 with ADG, PC for Public Works and Utilities Facilities Master Planning Services in the amount of $99,600.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and ADG, PC (CONSULTANT) for the following reasons:

1. The OWNER intends to develop a Master Plan for Public Works and Utilities facilities (the PROJECT); and,
2. The OWNER requires certain design, analysis and engineering services in connection with the PROJECT (the SERVICES); and,
3. The CONSULTANT is prepared to provide the SERVICES.

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

ARTICLE 1 - EFFECTIVE DATE
The effective date of this AGREEMENT shall be __th day of _____, 2021.

ARTICLE 2 - GOVERNING LAW
This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES
The CONSULTANT shall provide the SERVICES described in **Exhibit A, Scope of Services**.

ARTICLE 4 - SCHEDULE
The CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in **Exhibit A, Scope of Services** according to the schedule set forth in **Exhibit B, Project Schedule**.

ARTICLE 5 -COMPENSATION
The OWNER shall pay the CONSULTANT in accordance with **Exhibit C, Compensation**. Invoices shall be due and payable upon receipt. The OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES
The OWNER shall be responsible for all matters described in **Exhibit D, Owner's Responsibilities**. The OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by the OWNER to the CONSULTANT. If the OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to the CONSULTANT, the OWNER shall obtain a license or right to use, including the right to sublicense to the CONSULTANT. The OWNER hereby grants the 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. The OWNER represents that the 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. To the extent permitted by applicable law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT's employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this ARTICLE shall survive completion of the SERVICES, or any termination of this Agreement.

ARTICLE 9 - INSURANCE
During the performance of the SERVICES under this Agreement, the 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.

The CONSULTANT shall, upon written request, furnish the OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the OWNER. The OWNER shall require all project contractors to include the OWNER, the 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 the OWNER and the CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

The 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 the CONSULTANT, to fulfill contractual responsibilities to the 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 the CONSULTANT in **Exhibit A, Scope of Services**. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment; (a) increase the CONSULTANT's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the 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, the 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. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT's cost estimates or that actual schedules will not vary from the CONSULTANT's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by the CONSULTANT as deliverables pursuant to the **Exhibit A, Scope of Services** are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by the OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to the CONSULTANT. The OWNER shall indemnify and hold harmless the 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 the CONSULTANT to additional compensation at rates to be agreed upon by the OWNER and the CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by the CONSULTANT and furnished to the OWNER as part of the SERVICES shall become the

property of the OWNER; provided, however, that the CONSULTANT shall have the unrestricted right to their use. The 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 the 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. The OWNER may terminate or suspend performance of this AGREEMENT for the OWNER's convenience upon written notice to the CONSULTANT. The CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to the OWNER, and the OWNER shall pay the CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to the CONSULTANT's compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither the OWNER nor the 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 the OWNER or the CONSULTANT under this AGREEMENT. The 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:

Brandon L. Brooks, E.I.T.
Staff Engineer
City of Norman
P.O. Box 370
Norman, OK 73070
(405) 366-5459 Phone
(405) 366-5418 FAX

CONSULTANT:
ADG, PC
Jason Cotton, P.E.
Principal & Director of Program Management
920 West Main Street
Oklahoma City, OK 73106
(405) 232-5700 Phone

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

ARTICLE 17 - DISPUTES

In the event of a dispute between the OWNER and the CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach AGREEMENT to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

The 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. The 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 the CONSULTANT's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The 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 the OWNER or the 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 **Exhibits A, B, C, D, and E** incorporated by this reference, represents the entire and integrated AGREEMENT between the OWNER and the CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

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

ARTICLE 23 - ASSIGNMENT

Neither the OWNER nor the CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the CONSULTANT may assign its rights to payment without the OWNER's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this ARTICLE shall prevent the CONSULTANT from engaging independent consultants, associates and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of the OWNER and the CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the OWNER and the CONSULTANT.

IN WITNESS WHEREOF, OWNER and ADG, PC have executed this AGREEMENT.

DATED this __th day of _____, 2021.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

_____
City Clerk

ADG, PC
(CONSULTANT)

Signature _____

Name Jason Cotton, P.E.

Title Principal

Date 08.30.2021

Attest:

Lori A Christensen
Secretary

ADG, P.C. CORPORATE SEAL OKLAHOMA

Approved as to form and legality this 8 day of Sept 2021.

Elizabeth Ledale
City Attorney

EXHIBIT A
BASIC SERVICES

Task 1: Information Gathering

Following issuance of a Notice to Proceed (NTP) from the City of Norman (City), ADG will coordinate kick-off meetings with departmental leadership. Departments included in these initial meetings will include Public Works and Utilities. Additional kick-off meetings with other departments including Fire and the City Clerk (related to Facility Maintenance) shall be added based on guidance from Public Works. The focus of these kick-off meetings will be to discuss and document current departmental characteristics, activities, and initiatives, as well as both short-term (0 to 5-years), mid-term (10 to 20-years) and long-term (20 to 30-year) departmental plans and goals. These initial information gathering sessions will serve to inform and guide later phases of the project and will be critical in developing an early understanding of current operational challenges as well as areas where opportunities may exist to improve operational efficiency.

Concurrent with this effort, ADG will also work with the City to assemble surveys, site plans, floor plans, and other documents pertinent to the master planning effort. ADG anticipates documents will likely include those which serve to describe existing conditions, as well as those which may describe projects or initiatives currently in process. As current operational expenses associated with both sites will likely become pertinent during the master planning process, ADG will also work with the City to assemble any readily available financial data which may serve to better describe current operational expenses at both sites.

Task 2: Programmatic Inventories

Following collection of the information described above, ADG will work with each department to coordinate site visits with divisional leadership at both the North Base Site and the Lindsey Yard. The over-arching goal of these site visits will be to properly document current conditions at each location as it relates to programmatic uses across each site and facility. In addition, the site visits will be used to assess, inventory, and document how departmental and divisional operations are organized across all interior and exterior spaces.

Following the collection of the above-described information, ADG will develop graphic depictions of current conditions at both the North Base Site and the Lindsey Yard. In addition to these graphic depictions, ADG will also prepare tabular summaries communicating the quantity of interior and exterior space dedicated to each department and division. Additional information will also be included communicating programmatic uses and/or activities occurring within each area. The subject deliverables shall be submitted to Public Works for review, comment, and further distribution. Comments received from Public Works and other departments shall be addressed as appropriate and a final programmatic inventory of each site shall be prepared for use in subsequent phases of work.

Task 3: Operations Interviews

Following completion of Task 2, ADG will coordinate and arrange interviews with divisional leadership (based on departmental guidance) to further discuss and document issues and challenges associated with the current conditions at the North Base Site and the Lindsey Yard. While some of these conversations may occur during ADG's initial site visits, the goal of the follow-up meetings will be to have a more deliberate and purposeful conversation which will be informed by the work completed under prior tasks. In addition to identifying issues and challenges, the interviews will also aim at assessing what works well at each site/facility, as well as where divisional leadership anticipates opportunities may exist to improve

efficiencies and/or operations. Information collected during these interviews shall be fully documented for review and consideration by departmental leadership during the master planning effort.

based on the departmental guidance. to gather and document information previously identified as pertinent during development of the Assessment Standards. Where schedules allow, interviews with divisional leadership may be able to be completed during the initial assessment field work.

Task 4: Program Projections and Space Allocations

Following completion of all Operations Interviews, the ADG Team will develop a recommended program for the North Base Site at 10, 20, and 30-years. Operational efficiency and reduction in operating expenses will be a central theme of the developed recommendations. Projections will identify interior space needs, as well as exterior site needs for each division based on all information collected by the ADG Team. Program projections will be presented in tabular fashion with itemized allocations for offices, support, mechanical/electrical, circulation, and other similar items. Support spaces will be further divided into standard categories including conference rooms, bid rooms, file storage, office supplies, mail, copy, toilets, locker rooms, janitorial, library, warehouse, and other similar uses. Exterior spaces will be projected and allocated in similar fashion with specific uses identified including employee parking, fleet parking, and material storage.

Deliverables from the above-described effort shall be submitted to Public Works for review, comment, and further distribution. Comments received from Public Works and other departments shall be addressed as appropriate and a final 10, 20, and 30-year program for the North Base Site shall be prepared for use in subsequent phases of work.

Task 5: Concept Development

Following completion of Program Projections and Space Allocations, the ADG Team will prepare preliminary site sketches and floor plans communicating the recommended program for the North Base Site at 10, 20, and 30-years. Concepts developed will communicate recommended building locations and massing as well as the configuration and extent of recommended site infrastructure and other improvements. Preliminary floor plans for all proposed structures will also be developed to communicate the general location and configuration of all spaces as well as how this space will be allocated to each division and department. Concepts developed by the team shall be submitted in DRAFT form to Public Works for review, comment, and further distribution. Comments received from Public Works and other departments shall be addressed as appropriate and a final concept shall be prepared for use in subsequent phases of work.

Task 6: Feasibility Study

Following the completion of Concept Development, the ADG Team will prepare a Feasibility Study which will provide a complete financial analysis of concepts presented in conjunction with Task 5. Cost-estimates for all proposed improvements will be developed to communicate the total anticipated investment at the North Base Site at 10, 20, and 30-years. Cost-estimates will be developed by a properly qualified cost-estimator and/or a local Construction Management firm. Estimates prepared by the team will include direct construction costs as well as all anticipated soft costs.

As envisioned, the cost of redevelopment of the North Base Site will likely be offset by multiple sources. In an effort to determine the approximate payback period for the project, the ADG Team will assist the City in estimating the following primary sources:

Sale of the Lindsay Yard: ADG will secure the services of a properly qualified and licensed commercial real estate professional to appraise the current market value of the subject property. The total appraised value of the property, as well as any conditions upon which the appraisal is subject to, shall be identified accordingly in the ADG Feasibility Study.

Reduction in Operational Expenses: Anticipated operational expenses of the new North Base Site will be developed in partnership with the City. ADG's role in this partnership will include estimating savings realized through efficient technical design (e.g., reduced utility expenses), while the City's role will include estimating savings realized via potential organizational changes (e.g., reduced staffing requirements). ADG's analysis shall include a summary of the total annual savings realized in conjunction with the redevelopment of the North Base Site.

Other sources which may offset the cost of redevelopment of the North Base Site shall be included in the Feasibility Study based on guidance from Public Works. The Feasibility Study will be submitted in DRAFT form to Public Works for review, comment, and further distribution. Comments received from Public Works and other departments shall be addressed as appropriate and a final Feasibility Study shall be prepared for use in subsequent phases of work.

Task 7: Final Report

Following completion of the Feasibility Study, the ADG Team will prepare a Final Report. This final deliverable will summarize the work to date and provide an illustrative master plan to guide redevelopment of the North Base Site for the next 30-years. Programmatic inventories, operations interviews, program projections, preliminary concepts, and financial analyses are all anticipated to be included as part of the final deliverable. The Final Report will be submitted in DRAFT form to Public Works for review, comment, and further distribution. Comments received from Public Works and other departments shall be addressed as appropriate and a final submittal shall be prepared for review and consideration by City Council. A final presentation shall also be prepared by the ADG Team to accompany the Final Report at Council.

EXHIBIT B
PROJECT SCHEDULE

ARTICLE 4 of the AGREEMENT is amended and supplemented to include the following agreement of tile parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the SERVICES under this AGREEMENT shall commence upon execution of the AGREEMENT between the OWNER and the CONSULTANT and after receipt of a written Notice to Proceed from the CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for the OWNER to take advantage of existing funding. The CONSULTANT agrees to provide SERVICES for each phase of the PROJECT as stated in **Attachment A - Scope of Services**, in accordance with the time frame as stated below:

TASK MILESTONE	ANTICIPATED COMPLETION DATE
Information Gathering	October 8, 2021
Programmatic Inventories	November 5, 2021
Operations Interviews	December 17, 2021
Program Projections and Space Allocations	January 28, 2022
Conceptual Development	February 25, 2022
Feasibility Study	March 11, 2022
Final Report	April 22, 2022

The parties further agree that the CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and anytime lost while the CONSULTANT is waiting for direction either by a government agency or the OWNER, and any excusable delays as described in ARTICLE 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by the OWNER, utility relocations, and other factors beyond direct control of the CONSULTANT.

EXHIBIT C
COMPENSATION AND SCHEDULE OF VALUES

BASIC SERVICES

Program Manager shall be compensated on each project according to the following schedule:

Task 1	Information Gathering	$13,000
Task 2	Programmatic Inventories	$21,600
Task 3	Operations Interviews	$ 7,500
Task 4	Program Projections and Space Allocations	$ 9,500
Task 5	Concept Development	$17,600
Task 6	Feasibility Study	$19,800
Task 7	Final Report	$10,600
	Total Fee	**$99,600**

All reimbursable expenses, including the travel and reprographic expenses shall be billed to the Owner at Cost + 15%. Travel expenses shall be billed at the rate then published by the General Accounting Office of the Federal Government.

ADDITIONAL SERVICES

Additional Services shall be billed to the City on an hourly basis according to the following schedule:

Group	Description		Billing Rate ($/hr)
Architecture	Architectural BIM Specialist	$	65.00
	Intern Architect I	$	80.00
	Intern Architect II	$	90.00
	Intern Architect III	$	100.00
	BIM Manager	$	100.00
	Architect I	$	115.00
	Architect II	$	125.00
	Architect III	$	135.00
	Project Manager	$	145.00
	Senior Project Manager	$	170.00
	Director of Architecture	$	200.00
Civil	Civil BIM Specialist	$	100.00
	Civil Engineering Manager	$	175.00
Construction Administration	Construction Administrator I	$	85.00

Group	Description	Billing Rate ($/hr)
	Construction Administrator II	$ 95.00
	Construction Administrator III	$ 100.00
	Director of Construction Services	$ 135.00
Design	Building Designer	$ 115.00
	Director of Design	$ 250.00
Urban Design / Planning	Landscape Architect	$ 125.00
	Planner	$ 160.00
Interiors	Interior Designer I	$ 70.00
	Interior Designer II	$ 105.00
	Interior Designer III	$ 115.00
	Interior Design Manager	$ 125.00
MEP	Mechanical Designer I	$ 95.00
	Mechanical Designer II	$ 110.00
	Mechanical Designer III	$ 125.00
	Mechanical Engineer I	$ 120.00
	Mechanical Engineer II	$ 135.00
	Mechanical Engineer III	$ 150.00
Program Management	Project Coordinator	$ 85.00
	Construction Observer II	$ 100.00
	Construction Observer III	$ 125.00
	Project Manager I	$ 90.00
	Project Manager II	$ 125.00
	Project Manager III	$ 160.00
	Project Manager IV	$ 170.00
	Director of Program Management	$ 220.00
Specifications	Specification Writer I	$ 95.00
	Specification Writer II	$ 105.00
Support	Student Intern	$ 50.00
	Office Coordinator	$ 60.00
	Graphic Designer	$ 65.00
	Project Accounting Specialist	$ 90.00
	Human Resources Manager	$ 95.00

Group	Description		Billing Rate ($/hr)
	Marketing Coordinator	$	95.00
	Marketing Manager	$	110.00
	Business Development Manager	$	120.00
	Director of Finance and Administration	$	150.00
	President	$	300.00
	Expert Testimony	$	350.00

* Rates subject to change at beginning of new calendar year

ADG shall notify the City, and receive a written authorization from the City, prior to providing any services which are outside the scope of BASIC SERVICES. Part of this notification shall include an estimated Not to Exceed cost for provision of the additional services.

Additional Services invoiced to the City shall be grouped by phase, task, or activity as directed by the City. All reimbursable expenses, including the cost of sub-consultants, shall be billed to the City at cost + 15%.

ATTACHMENT D
OWNER'S RESPONSIBILITIES

ARTICLE 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

OWNER RESPONSILITIES

1. The OWNER shall furnish to the CONSULTANT all available information pertinent to PROJECT including previous reports, construction plans and any other data relative to design and construction of the PROJECT.
2. The OWNER shall examine all studies, reports, sketches, estimates specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.
3. The OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret, and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
4. The OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with the PROJECT.

EXHIBIT E
ADDITIONAL SERVICES

Additional Services will only be provided upon prior written and clearly detailed direction of the City. ADG may be directed to perform any, all, or none of the following Additional Services:

1. Provide assistance, analysis and coordination of work or services to be performed under separate contracts or to be performed by The City's own forces, which work or services are outside the scope of work of ADG's contracted services.
2. Provide architectural and engineering design services required for any project(s) discussed in conjunction with the proposed Scope of Basic Services.
3. Gathering, reviewing or analyzing data not directly related to the physical plant of any Project, such as demographic information, Information Technology, security or transportation.
4. Make revisions due to deficiencies or conflicts in documents prepared by the City, third party architects and/or engineers.
5. Trips requested by The City which require travel of more than 50 miles in one direction.
6. Produce miscellaneous presentation materials not originally anticipated as a part of Basic Services.
7. Provide extraordinary and continuing alternative dispute resolution services.
8. Prepare to serve or serve as expert witness in connection with any legal proceeding.
9. Provide detailed building surveys of structures to be remodeled, renovated or removed. These services may include the conversion of existing drawings to electronic media.
10. Provide assistance in public relations or marketing efforts.
11. Services required by ADG resulting from delays caused in whole or in part by the City.

File Attachments for Item:

19. CONSIDERATION OF ACCEPTANCE OF A 2020 CONTINUUM OF CARE PLANNING GRANT FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF $12,412 TO BE USED FOR THE COORDINATION OF ACTIVITIES RELATED TO HOMELESSNESS; APPROVAL OF CONTRACT K-2122-50; AND BUDGET APPROPRIATION FROM THE COMMUNITY DEVELOPMENT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

Item 19

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/14/2021
REQUESTER: Lisa D. Krieg, CDBG Grants Manager

PRESENTER: Michelle Evans, Homeless Programs Supervisor

ITEM TITLE: CONSIDERATION OF ACCEPTANCE OF A 2020 CONTINUUM OF CARE PLANNING GRANT FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF $12,412 TO BE USED FOR THE COORDINATION OF ACTIVITIES RELATED TO HOMELESSNESS; APPROVAL OF CONTRACT K-2122-50; AND BUDGET APPROPRIATION FROM THE COMMUNITY DEVELOPMENT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

As a component of the Notice of Funding Availability (NOFA) for Fiscal Year 2020 for the Continuum of Care Program Competition, Collaborative Applicants were allocated by formula a Planning Grant for Homeless Activities. The City of Norman, as the designated Collaborative Applicant for the Cleveland County Continuum of Care (OK504) was allocated $12,415. Nationwide, the Continuum of Care Competition funds approximately $2.3 billion for assisting sheltered and unsheltered homeless people by providing the housing and/or services needed to help individuals move into transitional or permanent housing, with the goal of long term stability. Homeless service agencies within the Cleveland County Continuum of Care receive over $450,000 annually from the Continuum of Care NOFA. This awarded funding is contracted between the agency receiving the award and the Department of Housing and Urban Development (HUD).

DISCUSSION:

The annual competition for the Continuum of Care program in 2020 was modified due to the COVID-19 crisis. Instead of a competition, HUD elected to simply roll over the existing contracts with some minor modifications. This resulted in the City of Norman experiencing a slight reduction ($-172.00) in our award for the Planning Grant. In the 2020 funding, the City of Norman was awarded this Planning Grant in the amount of $12,415. The application indicated that if awarded, the funds would be utilized for general planning and coordination of activities related to homelessness whether performed by the City of Norman or by contract with a qualified consultant. This will be the sixth award that the City of Norman has received. Past awards have been utilized to provide for training for Homeless Case Management and to offset staff expenses. This award will be utilized to partially offset the costs of the ongoing Homeless Strategic Plan. This grant will be administered on a reimbursement basis.

RECOMMENDATION:

Staff recommends acceptance of the grant from the U.S. Housing and Urban Development Department and approval and execution of contract K-2122-50 in the amount of $12,412 with funds to be appropriated from the Community Development Block Grant Fund Balance (account 21-29000) to COC Planning Grant, Consultant (ORG 21240290 OBJECT 44003) for this purpose. Upon reimbursement, the funds will be deposited into Revenue-COC Planning Grant (account 212-333385).

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
301 NW 6th Street Suite 200
Oklahoma City, OK 73102

Grant Number (FAIN): OK0166L6I042000
Tax ID Number: 73-6005350
DUNS Number: 101501240

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Norman (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"), the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD's total funding obligation for this grant is $12,415, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
OK0166L6I042000	12	-	$12,415

allocated between budget line items as follows:

a. Continuum of Care planning activities	$12,415
b. Leasing	$0
c. Rental assistance	$0
d. Supportive Services	$0
e. Operating costs	$0
f. Homeless Management Information System	$0
g. Administrative costs	$0
h. Relocation costs	$0
i. HPC homelessness prevention activities:	
Housing relocation and stabilization services	$0
Short-term and medium term rental assistance	$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period/performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

Earl M Cook

Digitally signed by: Earl M Cook
DN: CN = Earl M Cook email = Earl.M.Cook@hud.gov C = AD O = U.S. Department of Housing and Urban Development OU = CPD Director
Date: 2021.08.23 16:16:38 -05'00'

(Signature)

Earl Cook, Director
(Typed Name and Title)

August 23, 2021
(Date)

RECIPIENT

City of Norman
(Name of Organization)

By:

(Signature of Authorized Official)

Breaa Clark, Mayor
(Typed Name and Title of Authorized Official)

(Date)

INDIRECT COST RATE SCHEDULE

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

File Attachments for Item:

20. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT COVID-19 #2 (CDBG-CV2) AWARD FROM THE OKLAHOMA DEPARTMENT OF COMMERCE IN THE AMOUNT OF $1,516,500 TO BE USED TO PREVENT, PREPARE FOR, AND RESPOND TO THE CORONAVIRUS; APPROVAL OF CONTRACT K-2122-57; AND BUDGET APPROPRIATION FROM THE CAPTIAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

Item 20

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg, CDBG Grants Manager

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT COVID-19 #2 (CDBG-CV2) AWARD FROM THE OKLAHOMA DEPARTMENT OF COMMERCE IN THE AMOUNT OF $1,516,500 TO BE USED TO PREVENT, PREPARE FOR, AND RESPOND TO THE CORONAVIRUS; APPROVAL OF CONTRACT K-2122-57; AND BUDGET APPROPRIATION FROM THE CAPTIAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

To assist in addressing the current financial impact associated with the COVID-19 crisis to households in Norman, the CARES Act included funding to be distributed utilizing the existing CDBG formula to all Entitlement Communities and States. The City of Norman was awarded a total of $1,241,015 with the CDBG CV1 and CDBG CV3 allocations. These funds were distributed directly to CDBG Entitlement Jurisdictions by the US Department of Housing and Urban Development.

The allocation of the CDBG CV2 funds are being distributed by the Oklahoma Department of Commerce (ODOC). The formula allocation provided to the City of Norman is $1,516,500. Resolution of Support R-2021-31 was approved by Council on June 22, 2021.

DISCUSSION:

The ODOC CDBG Program requires that each grantee adopt and follow a Citizen Participation Plan for the proposal and implementation of the activities to be funded by this award. The attached Citizen Participation Plan is very similar to the Citizen Participation Plan currently approved for the CDBG Entitlement Program. A Special Public Hearing was held on June 24, 2021 at 6:30 in the Multi-Purpose Room of City Hall to further discuss the proposal and allow for community input.

The Eligible Activities must primarily benefit low and moderate income households (“LMI” households; defined as less than 80% of the local median family income) within the City of Norman. As a result of the Public Hearing and consultations with multiple non-profit organizations in Norman the following activities were programmed in the application and subsequently awarded in Contract K-2122-57:

- Rental Assistance
  - Up to three months of assistance can be provided
  - This program will be administered on a reimbursement basis by qualified non-profit entities as a result of an RFP process.
- Nutrition Assistance
  - Perishable and non-perishable foods, PPE, and necessary equipment to serve food to LMI individuals while maintaining social distancing for programs such as: Food banks; Drive- thru food pickups and direct home food delivery.
  - This program will be administered on a reimbursement basis by qualified non-profit entities as a result of an RFP process.
- Child Care Assistance
  - This program will be administered on a reimbursement basis by qualified non-profit entities as a result of an RFP process.

Each sub-recipient will be eligible for up to 6% of activity delivery costs. In addition, the City of Norman is eligible for a reimbursement for program delivery costs not to exceed 10% of the award. Staff time will be documented to determine the reimbursement.

RECOMMENDATIONS:

Staff recommends acceptance of $1,516,500 of CDBG-CV2 funding from the Oklahoma Department of Commerce, and that City Staff be directed to implement and effectuate the Mayor's execution and authorization of this contract as required by the ODOC.

Further, staff recommends appropriation of $1,516,500 from the Capital Fund Balance (50-29000) as follows:

Account Name	Losing Account	Gaining Account	Amount
Misc Services-Rent/Utility Assistance	50-29000	21240002-44715	$ 810,900
Misc Services-Food Assistance	50-29000	21240002-44716	$ 318,000
Misc Services-Child Care Assistance	50-29000	21240002-44721	$ 318,000
Salary	50-29000	21240002-42001	$ 69,600
TOTAL			$1,516,500

Upon reimbursement, funds will be received into revenue account of 212-33379 (Other Revenue CDBG-CV2) and a transfer will be made back to the Capital Fund.

Norman, City of CDBG-CV2-NORMAN CI-00002

Contract Part I: 18221 CDBGCR 20

FAIN #: B-20-DW-40-0001 UEI #: FEI #: 73-6005350

CONTRACT
PART I
SUMMARY AND SIGNATURES

Contracting Agency:	Oklahoma Department of CommerceState of Oklahoma (ODOC)
Contractor:	City of Norman
Contract Title:	ODOC Community Development Block Grant
Contract Number: 18221 CDBGCR 20	18221 CDBGCR 20
Federal Amount:	$0
Match Amount:	$0
Contract Amount:	$1,516,500.00
Research and Development:	
Indirect Cost Rate:	23.49
Grant Award Amount - This Action:	$1,516,500.00
Total Committed:	$1,516,500.00
Total Obligated:	$1,516,500.00
Source:	U.S. Department of Housing and Urban Development (HUD) Catalog of Federal Domestic Assistance (CFDA) Number 14.228
Project Funding Period:	September 1, 2021 through August 31, 2023
Federal Award Period:	October 26, 2020 through October 26, 2026
Summary of Project	

Budget Summary

Funds	
Construction -	$0
Engineering/Architect -	$0
Inspection -	$0
Other -	$0
Public Facilities Admin -	$0
Direct Grantee Admin -	
Planning -	
TOTAL CDBG -	$0
TOTAL LEVERAGE -	$0
TOTAL FUNDS -	$1,516,500.00

Submit Requisitions to:
Community Development
Oklahoma Department of Commerce
900 North Stiles
Oklahoma City, OK 73104-3234

Issue Payment To:
City of Norman
PO Box 370
Norman, OK 73070-0370

Norman, City of CDBG-CV2-NORMAN CI-00002

Contract Part I: 18221 CDBGCR 20

AGREEMENT COMPONENTS: Part I - Summary and Signatures Part II - Terms and Conditions
Certification Regarding Lobbying

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT
The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.
I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by:City of Norman	Executed by:Oklahoma Department of Commerce
_____	
Signature of Authorized Official	Signature of Authorized ODOC Official
September 14, 2021	
Date	Date

PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Coronavirus Disease Relief Program (CDBG-CV) for Entitlement and non-entitlement areas. Notwithstanding any other provisions, payments to the Subrecipient by ODOC are subject to the availability of such funds to ODOC as determined by federal and/or State action and/or law. ODOC may take any action necessary in accord with such determination.

2. MODIFICATION AMENDMENT

A. This contract is subject to such modification as may be required by federal or State law or regulations. Any such modification may be done unilaterally by ODOC.

B. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon following the process required by ODOC in accessing the OKGrants system.

C. Revisions to this contract shall not be approved.

D. A waiver by ODOC of any provision of this contract must follow the process required by ODOC in accessing the OKGrants system.

3. ODOC

A. ODOC will provide funding for the project up to the total amount listed in Part I: Total Project Funding.

B. ODOC shall perform monitoring to assess the Subrecipient's financial and program compliance and progress but said monitoring and evaluation shall not relieve the Subrecipient of any obligation or duty under this contract.

4. SUBRECIPIENT

A. The Subrecipient agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application, all amendments thereto and all correspondence relating thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made apart hereof by reference. Any conflict between said application, amendments and correspondence and the provisions of this contract shall be controlled by this contract.

B. None of the work and services covered by this contract may be subcontracted without prior written approval of ODOC. All compensated administrative consultants engaged by the Subrecipient must be ODOC Certified CDBG Administrators. However, said

determination by ODOC shall not relieve the Subrecipient of independent obligation to ensure that such persons are fully qualified, and able to perform the duties they have contracted to perform.

C. In no event will any sub-subrecipient subcontract or incur obligation on the part of ODOC.

D. The Subrecipient shall comply with all requirements of the ODOC CDBG-CV Policy and Procedure Manual. The Manual is hereby annexed, incorporated, and made a part of this contract. The Manual may be amended during the current contract year by ODOC. When changes are made to the Policy and Procedure Manual, all certified CDBG grant administrators are notified by email that there have been updates to the Manual.

E. Based upon a Risk Assessment the ODOC may schedule mandatory Technical Assistance meetings. The Subrecipient shall ensure the attendance of any person performing services under this contract whose presence is requested.

F. The Subrecipient shall begin implementation of the funded project within one hundred twenty (120) days from the start date of the contract.

5. 2 CFR 200.331

Pursuant to 2 CFR 200.331 - All pass-through entities must:

A. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal Award Identification.

(a) Subrecipient name (which must match the name associated with its unique entity identifier);

(b) Subrecipient's unique entity identifier;

(c) Federal Award Identification Number (FAIN);

(d) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;

(e) Subaward Period of Performance Start and End Date;

(f) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;

(g) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;

(h) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

(i) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);

(j) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;

(k) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;

(l) The rest of Section 200.331 is herein incorporated by reference.

6. EMPLOYEE BENEFITS

The Subrecipient has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.

7. CERTIFICATIONS BY SUBRECIPIENT

A. The Subrecipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all Federal, State and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies.

B. The Subrecipient specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders and any amendments thereto:

(1) Equal Opportunity

(a) Title VI of the Civil Rights Act of 1964 (42 USC §§2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving federal funds. HUD regulations are at 24 CFR, Part1;

(b) Title VIII of the Civil Rights Act of 1968 (42 USC §§3600-3620, 1988), popularly known as the Fair Housing Act;

(c) Executive Order 11063 (1962) as amended by Executive Order 12259, which requires equal opportunity in housing. HUD regulations are at 24 CFR, Part 107;

(d) Section 109 of the Housing and Community Development Act of 1974, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

(i) Age Discrimination Act of 1975 (42 USC §§6101, et seq., State Program, Final Rule;

(ii) Section 504 of Rehabilitation Act of 1973 (29 USC 794); Regulations are at 24 CFR, Part 570.601;

(e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC §1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in or owned in substantial part by residents of the project area. Regulations are at 24 CFR, Part 135;

(f) Executive Order 11246 (1965), as amended by Executive Order 11375 (1967), which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires affirmative action in connection with federally assisted construction contracts. Regulations are at 24 CFR, Part 100 and 41 CFR, Part 60-1;

(g) Section 504 of the Rehabilitation Act of 1973, as amended, which establishes policies, goals and procedures for assuring no otherwise qualified individual with disabilities is, solely on the basis of the disability, denied benefits, subjected to discrimination or excluded from participation in any program or activity receiving federal assistance.

(2) Labor Standards

(a) Davis-Bacon Act (40 USC §§ 3141-3148), which requires payment of the prevailing wage for the locality to workers on construction contracts over $2,000. Housing rehabilitation projects of fewer than eight units are exempt. Regulations are at 29 CFR, Part 5. The Subrecipient further certifies that it shall include in its bidders' packages the U.S. Department of Labor Wage Determination List and a statement that the Subrecipient and any sub-Subrecipients must comply with these wage rates in performance of the work required. The subrecipient must also report all suspected or reported violations to the Federal awarding agency.

(b) Copeland (Anti-Kickback) Act (18 USC §874, 40 USC § 3145), which applies to all contracts covered by Davis–Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Furthermore, each Subrecipient or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Subrecipients must report all suspected or reported violations of this act to the Federal awarding agency. Regulations are at 29 CFR, Part 3;

(c) Contract Work Hours and Safety Standards Act (40 USC

§§ 3701-3708), which requires overtime compensation. Regulations are at 29 CFR, Part 5;

(3) Environment

(a) National Environmental Policy Act of 1969 (42 USC §§4231, et seq.) (NEPA), and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;

(b) The Subrecipient's chief executive officer hereby assumes the status of a responsible federal official under NEPA and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official;

(c) Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Subrecipient that the activities of Administration, otherwise known as activity delivery costs, and Engineering located in 24 CFR 58.34(a) are exempt activities. The Exempt form will be required to be submitted as outlined in the CDBG-CV Policy and Procedure Manual.

(d) Finding of Categorical Exclusion/Not Subject to 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Subrecipient that the activity of Purchase of Equipment located in 24 CFR 58.35(b) is a Categorically Excluded activity not subject to 24 CFR 58.5. The CENST form will be required to be submitted as outlined in the CDBG-CV Policy and Procedure Manual.

(e) Subrecipients agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Subrecipients must report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(5) Acquisition and Relocation

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17). Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24;

(5) Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§4821, et seq.), which prohibits the use of lead-based paint in residences for which federal assistance is provided. Regulations are at 24 CFR, Part 35;

(6) Debarment and Suspension

The Subrecipient certifies it will require certification from sub-subrecipients that neither the sub-subrecipient nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any proposal submitted as required by 24 CFR, Part 570.489;

(7) The Subrecipient certifies that it is in compliance with 25 O.S. §1313(B). After July 1, 2008, no public employer shall enter into a contract for the physical performance of services within this state unless the Subrecipient registers and participates in the Status Verification System to verify the work eligibility status of all new employees.

(8) The Subrecipient certifies that it will comply with 37 CFR Part 401. The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

(9) Duplication of Benefits

The Subrecipient must implement procedures to prevent any individual, family, business or other entity from receiving financial assistance from multiple sources for the same period of time for the same purpose and the total assistance received for that purpose is more than the total need for assistance. [Section 312 or the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (42 U.S.C 5155) (Stafford Act)].

(10) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Subrecipients that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8. HOLD HARMLESS CLAUSE

A. The Subrecipient shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Subrecipient. The Subrecipient shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any

other law. In any agreement with any sub-subrecipient or any agent for the Subrecipient, the Subrecipient will specify that such sub-subrecipients or agents shall hold harmless the State of Oklahoma, its agents, officers and employees for all the herein before-described expenses, claims, actions or amounts recovered.

B. In the event the Subrecipient chooses to use volunteer labor to assist in the project activities, the Subrecipient shall bear any and all liability for any injury or harm caused by the volunteer labor or any harm or injury to the volunteer labor.

9. POLITICAL ACTIVITY

A. All employees of the Subrecipient shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§1501, et seq., 18 USC §595 and any amendments thereto).

B. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.

10. NO-CONFLICT COVENANT

The Subrecipient covenants that no officers or employees of any governing board of the Subrecipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. The Subrecipient further covenants that in the performance of this contract no person having any such interest will be employed. The Subrecipient covenants that no employee of ODOC has any interest, direct or indirect, nor has any employee of ODOC received anything of value in connection with this contract.

11. PUBLICATIONS AND OTHER MATERIALS

A. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

B. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

> This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

12. CONTRACT ADMINISTRATION

The Subrecipient shall comply with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards except as directed otherwise in writing by ODOC, as they relate to the application, acceptance and use of federal funds and with the Oklahoma Department of Commerce requirements pursuant thereto, which are published in the ODOC CDBG-CV Policy and Procedure Manual.

13. COMPENSATION TO SUBRECIPIENT

A. All activities must be used to prevent, prepare for, and respond to Coronavirus and cannot be used for any other purpose. No ODOC funds may be used for expenses incurred prior to January 21, 2020. This is the date of the first known case of Coronavirus in the United States. No ODOC funds may be used for expenses incurred after the contract end date as specified in Part I.

B. ODOC shall disburse funds to the Subrecipient upon receipt and approval by ODOC of timely, properly executed Requests for Payment of Contract Funds. The Subrecipient may submit a Request for Payment of Contract Funds as often as necessary to meet its financial obligations. All funds received shall be expended within fifteen (15) days of receipt. No funds shall be disbursed by ODOC when any of the following conditions are present:

(1) The latest Monthly Expenditure Report due has not been received and accepted by ODOC. The Subrecipient is required to submit a Monthly Expenditure Report by the tenth (10th) of the month following the receipt and/or expenditure of funds;

(2) Funds are requested for activities not listed on the contract budget or are in excess of the current budget amount for a particular activity.

C. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than sixty (60) days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the sixty (60) days may be disallowed by ODOC.

D. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to the Subrecipient to effect proper cash management.

E. Payments by Subrecipient for activity delivery costs such as professional grant consultant fees will be made in conformance with the following schedule:

Maximum Fee (Cumulative)	Activity
20%	Release of Funds achieved within 120 days*
5%	Release of Funds achieved greater than 120 days*
55%	As project eligible activity funds are expended (Pro rata).
20%	Submission and acceptance of Final Closeout documents.

100% Total Funds Expended

*25% of activity delivery costs can be released only IF the release of funds has been obtained within 120 days. Otherwise, only 5% can be released IF after 120 days.

F. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Subrecipient may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O. S. §§ 250, et seq.

14. AUTHORITY TO USE GRANT FUNDS (RELEASE OF FUNDS)

A. No costs, with the exception of activity delivery costs and engineering, shall be incurred until after the Subrecipient has received written notice from ODOC that the Subrecipient has satisfied the specific requirements listed herein for release of funds as set forth in the CDBG-CV Policy and Procedure Manual.

B. The Subrecipient shall meet required Authority to Use Grant Funds (Release of Funds) requirements within one hundred twenty (120) days after the beginning of the contract period. In accordance with the CDBG-CV Policy and Procedure Manual and other policies as noted below, the Subrecipient shall submit to ODOC "Request for Authority to Use Grant Funds (Release of Funds)" and required supporting documentation as follows:

(1) Environmental Review: The Subrecipient shall complete an Environmental Review for each contract activity with the exception of exempt activities and categorically excluded activities not subject to 24 CFR 58.5, i.e., administration, engineering and purchase of equipment;

(2) Insurance and Bonding: The Subrecipient shall submit evidence of:

(a) General liability insurance covering the funded activities; and

(b) Bonding of all officials who are responsible for financial transactions relating to this contract;

(3) Anti-Displacement Plan: The Subrecipient must adopt and submit an Anti-Displacement Plan in accordance with ODOC CDBG-CV Project Management Guide;

(4) Other: Special conditions in accordance with this contract and ODOC CDBG-CV Policy and Procedure Manual as follows:

(a) Subrecipient has met any special conditions specified in Section II of this contract;

(b) Subrecipient's audit has been accepted and approved by ODOC;

(c) Subrecipient has attended a CDBG-CV training session.

(5) A review committee will determine de-obligation of CDBG-CV funding if the project has NOT satisfactorily been completed and Release of Funds has NOT been obtained. This review committee may be composed of ODOC Community Development staff including: CDBG Planner, Director of Programs (Planning and Monitoring), and the Division Director.

15. P R O C U R E M E N T

A. Procurement, management and disposition of property acquired with contract funds shall be governed by federal and State law, and as directed by ODOC in the CDBG-CV Project Management Guide. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O. S. §§101, et seq. Oklahoma Department of Commerce fully adopts 24 CFR 200.317-326 in full. Units of General Local Government as "subrecipients" are to follow 2 CFR Part 200.318-326.

B. Materials acquired for construction purposes shall be deemed real property once they have become part of the improvement.

16. RECORDS, REPORTS, DOCUMENTATION

A. The Subrecipient shall maintain records and accounts, including property, personnel and financial records that properly document and account for all project funds. Specific types and forms of record are required in the ODOC CDBG-CV Policy and Procedure Manual.

B. The Subrecipient shall retain all closeout documentation for at least three (3) years from closeout of the grant to ODOC. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, HUD, the Comptroller General and ODOC, its agents and designee for inspection and use in carrying out its responsibilities for administration of funds.

C. The Subrecipient will submit to ODOC documentation of local leverage funds used for the project in such form and at such times as required by ODOC.

D. The Subrecipient has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly in the procuring of this contract.

17. CLOSING OUT OF CONTRACT

A. The Subrecipient shall promptly return to ODOC any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received as of the final date of the period funded.

B. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Subrecipient as of the final date of the period funded.

C. The Subrecipient cannot close out the contract until the project is completed and all monitoring issues have been resolved and approved by ODOC.

D. The Subrecipient shall submit closeout documents in accordance with ODOC CDBG-CV Policy and Procedure Manual no later than sixty (60) days after the final date of the period funded or upon completion of the project, whichever comes first.

18. AUDIT, DISALLOWED COSTS

A. The Subrecipient shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made apart hereof.

B. The Subrecipient shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.

C. In the event an audit results in the determination that the Subrecipient has expended contract funds on unallowable costs, the Subrecipient shall reimburse ODOC in full for all such costs.

19. PROGRAM INCOME

The Subrecipient shall account to ODOC for all Program Income resulting from this agreement, as provided in 24 CFR 570.489(e) and any amendments thereto. Disposition of Program Income will be determined by ODOC.

20. INTERPRETATION, REMEDIES

A. In the event the terms or provisions of this contract are breached by either party or in the event a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§250, et seq.

B. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by the Subrecipient that exists then or occurs later.

C. This contract shall be construed and interpreted pursuant to Oklahoma law.

D. The Subrecipient may appeal any ODOC monitoring finding or ODOC decision by following procedures outlined in Oklahoma Administrative Code, Title 150, Chapter 1, subchapter 11.

21. TERMINATION OR SUSPENSION

A. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

B. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for the Subrecipient to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules or Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:

(1) The Subrecipient fails to meet the requirements for Authority to

Use Grant Funds within one hundred twenty (120) days after the beginning of the contract period;

(2) The Subrecipient fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC policies and issuances, or is unduly dilatory in executing its commitments under this contract;

(3) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out;

(4) The Subrecipient has submitted incorrect or incomplete documentation pertaining to this contract;

(5) The Subrecipient is unduly dilatory in executing its commitments under a prior contract with ODOC, including, but not limited to submission of any audits due, resolution of audit findings and monitoring results.

C. If a contract is de-obligated due to failure to meet all applicable federal, ODOC contract, and the ODOC CDBG-CV Policy and Procedure Manual requirements, the Subrecipient shall be liable for repayment to ODOC for any and all CDBG-CV funds received prior to the termination of this contract. Remaining CDBG-CV contract funds will be ineligible for future payment requests. The Subrecipient shall not be eligible to apply for future ODOC CDBG-CV funding until all CDBG-CV funds have been repaid.

D. The Subrecipient shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this agreement by the Subrecipient. ODOC may withhold payments due under this agreement pending resolution of the damages.

E. ODOC reserves the right to cancel, suspend or terminate this contract without notice, in the event the Subrecipient has outstanding issues relating to another contract with ODOC. These issues include but are not limited to:

(1) Failure to timely submit any required reports;

(2) Failure to respond to any communication from ODOC; and

(3) Failure to abide by any programmatic or ODOC requirements.

22. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

K-2122-57

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans,
And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

COMMUNITY DEVELOPMENT BLOCK GRANT
Coronavirus Disease Relief Program (CDBG-CV)

CITY OF NORMAN CITIZEN PARTICIPATION PLAN

The City of Norman intends to implement a citizen participation program for its Community Development Block Grant Coronavirus Disease Relief Program (CDBG-CV) application process to accomplish the following objectives:

A. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas where CDBG-CV funds are proposed to be used. This will be accomplished by:

1. Providing frequent and timely public notice of CDBG-CV program activities in the local newspaper or by posting at Norman City Hall.

2. Adopting a comprehensive CDBG-CV Statement of Needs.

3. Conducting a Special Public Hearing to inform citizens of the proposed CDBG-CV project and authorizing the Mayor to sign a CDBG-CV application in a formal Council meeting.

B. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to proposed and actual use of funds, including, but not be limited to:

1. The amount of CDBG-CV funds to be made available for the current fiscal year, if the proposed project is approved.

2. The range of activities that may be undertaken with those funds.

3. The estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons.

4. The proposed CDBG-CV activities likely to result in displacement and any anti-displacement and relocation plans developed by the City of Norman in accordance with Section 104(d)(1) and (2) of the Act.

5. The basis on which the City of Norman may provide technical assistance to groups representative of persons of low and moderate income that may request assistance in developing proposals. The level and type of assistance to be provided is at the discretion of the City of Norman and does not necessarily include providing funding to such groups.

6. This requirement will be accomplished by discussing the CDBG-CV proposal during regular Council meetings and in one formal public hearing prior to the submittal of the City of Norman CDBG-CV application. During the hearing the five (5) items listed above will be explained to the public. Records of the CDBG-CV process will be maintained in the Norman City Hall by the City Clerk and will be available upon request for review by the public. A brief summary of the proposed CDBG-CV project will be available for public review after the Council has made its final selection.

COMMUNITY DEVELOPMENT BLOCK GRANT
Coronavirus Disease Relief Program (CDBG-CV)

C. Provide for a minimum of two (2) public hearings; one (1) prior to submission of the application for funding of the project for the purpose of obtaining citizen views and formulating or responding to proposals and questions, and the other end of the grant period if the City of Norman receives funding, that discusses the City of Norman accomplishments in relation to initial plans. The application stage hearing will include discussion of CDBG-CV needs, and the development of activities being proposed for CDBG-CV funding. There will be reasonable notice of all hearings, which will be scheduled for times and locations convenient to the potential and actual beneficiaries and which will accommodate the handicapped. Regularly scheduled Council meetings will not be used for this purpose.

1. This requirement will be met through scheduling a Special Public Hearing to discuss the City of Norman CDBG-CV proposal. At this hearing, the proposed project will be reviewed for the public and further citizen input will be solicited. Notice will be given seven (7) working days in advance of this hearing in the Norman Transcript and by posting at the Norman City Hall. The hearing will be held in the early evening so those citizens who work may attend. A second hearing will be held at the end of the grant period if the City of Norman is funded in the CDBG-CV process.

D. Meet the needs of non-English speaking residents in those instances where a significant number of non-English speaking residents can reasonably be expected to participate in the CDBG-CV process. The City of Norman does not currently have a significant population of non-English speaking citizens. However, every effort will be made to accommodate the needs of any non-English speaking citizens who wish to participate.

E. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities not previously described in the City of Norman funding request and on activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location or beneficiaries.

The proposed seven (7) working day notice for all public meetings and hearings in connection with City of Norman CDBG-CV application process is believed by the City of Norman to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG-CV project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

F. Provide the place, telephone number, and times when citizens are able to submit written complaints or grievances and the process the City of Norman will use to provide a timely, written response to such complaints or grievances. Citizens with comments or grievances on the CDBG-CV process may submit them in writing or in person at the City Clerk's Office located at the Norman City Hall during regular business hours or may call (405-366-5464). The City of Norman will respond to such comments or grievances within fifteen (15) working days, where practicable.

By formally adopting this Citizen Participation Plan, the City of Norman City Council accepts the responsibility for implementing its provisions. The Council further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the CDBG-CV program.

COMMUNITY DEVELOPMENT BLOCK GRANT
Coronavirus Disease Relief Program (CDBG-CV)

Adopted this 22nd day of June, 2021 by the City Council of the City of Norman.

Breea Clark, Mayor
(Type) Name and Title of Chief Elected Official

June 22, 2021
Date

Signature of Chief Elected Official

[SEAL] NOTARY PUBLIC
BRENDA D. HALL
Notary Public
State of Oklahoma
Commission # 02017428 Expires 11/02/22

Attest:
Subscribed and sworn to before me June 22, 2021. My commission expires Nov. 2, 2022. Commission No. 02017428

Brenda Hall
Clerk Signature

CITY OF NORMAN
CORPORATE
SEAL
OKLAHOMA

File Attachments for Item:

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-97 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY $3,404,474 FOR A REVISED CONTRACT AMOUNT OF $3,489,474 FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES TO PROVIDE EARTHWORK, SITE CLEARING, MASS EXCAVATION AND CONSTRUCTION CONTINGENCY FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-97 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY $3,404,474 FOR A REVISED CONTRACT AMOUNT OF $3,489,474 FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES TO PROVIDE EARTHWORK, SITE CLEARING, MASS EXCAVATION AND CONSTRUCTION CONTINGENCY FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.

BACKGROUND:

On 13 October 2015, Norman citizens passed the Norman Forward Initiative, funding a variety of projects through a ½% sales tax increase over 15 years. Included in the Norman Forward Initiative was a project to construct a new Multi-Sport Complex and Indoor Aquatic Facility.

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as two separate projects. These projects were combined into one project in 2018, to be located generally at the southeast corner of 24th Avenue NW and Rock Creek Road in the University North Park commercial development. This new sports and aquatic complex will include eight full-sized basketball or 12 volleyball courts, a 25 yard - 8 lane lap pool and a 25 yard - 4 lane warm-up pool, concession stands, retail space, administration offices, and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic to be placed between the multi-sports and aquatic complexes. Oklahoma City firm Frankfurt, Short, Bruza (FSB) was selected as the architectural and engineering (A/E) consultant for this project in March 2018. FSB has completed the schematic design phase of the project and is now ready to proceed with design development, construction documents and assist with construction administration through the project completion. The building and the project were named the Young Family Athletic Center (“YFAC”, by Contract K-2122-27) in July of 2021 after the Trae Young Family Foundation agreed to donate $4,000,000 to the construction of the building.

DISCUSSION:

On February 9, 2021, City Council approved Contract K-2021-97 with GE Johnson Construction Company to provide construction management at-risk (CMaR) services for the YFAC project. The initial contract amount of $85,000 was approved to provide pre-construction services which,

to date, have included plan review, design assistance, bidding services, and value engineering. Construction bids for the earthwork, site clearing, and mass excavation were opened for this portion of the project on August 19, 2021. This will be the first phase of three Guaranteed Maximum Price's (GMP) for the project. The second GMP will be for the ordering of structural steel, below-ground site foundation and utility services for the project, and the final GMP will include the remainder of construction bid items for above-ground building construction.

In addition to the earthwork, site clearing, and mass excavation ($940,250), this first GMP includes construction contingency ($94,780), general conditions ($2,219,089) for the entire project and indirect costs, which include bonding, insurance, and CMaR fees ($150,355) for a total of $3,404,474.

Our Consultants from ADG have participated throughout the entire process up to our current point of beginning construction of the project. Further, the amendment documents have been reviewed and approved by the City Attorney's office.

Adequate funds are available for this contract in the Norman Forward Sales Tax Fund, Multi-Sport and Aquatics Complex projects; Construction (account 51796601- 46101; project NFB003) and Construction (account 51795546 - 46101; project NFB002).

RECOMMENDATION:

It is recommended that City Council approve Amendment #1 to CMaR Contract K-2021-97 with GE Johnson Construction Company in the amount of $3,404,474 for earthwork, site clearing, mass excavations, and contractor contingency costs for the Young Family Athletic Center project for the Parks and Recreation Department.

GE JOHNSON
CONSTRUCTION COMPANY

825 North Broadway Avenue, Suite 320
Oklahoma City, OK 73102
405.772.1400 V
405.772.1401 F
gejohnson.com

8/31/21

Jason Olsen
Director, Parks and Recreation
City of Norman
201 W Gray St. Building C
Norman, OK 73069

RE: Young Family Athletic Center – OK1081
NW 24th Street and Rock Creek Road Norman, OK
GMP #1

Dear Mr. Olsen,

Please see all backup data accompanying this letter for the establishment of GMP#1 on Young Family Athletic Center. GMP#1 includes Earthwork scope of work, General Conditions (17-months), Estimating Contingency (Removed from GMP), Construction Contingency (Calculated @ 3% of Direct Cost of work) and Insurance based on the direct cost of work in this GMP.

GMP #1 will be in the amount of **$3,404,474.00**.

Sincerely,
GE Johnson Construction Company

Joshua E. Young

Name: Josh Young
Title: Project Manager

Enclosures (or) Attachments (if/as applicable): Bid Tab, GMP Summary Sheet

Young Family Athletic Center

GMP #1

September 8, 2021

Guaranteed Maxium Price #1

Bid Item #	Bid Description		Current Est. Lvl	Subcontractor
03A	Building Concrete		$ -	
03K	Concrete Floor Sealer / Hardener		$ -	
04A	Masonry		$ -	
05A	Steel / Joist / Deck		$ -	
05B	Miscellaneous Steel		$ -	
06A	Rough Carpentry		$ -	
06F	Millwork / Casework		$ -	
07A	Waterproofing / Damp proofing		$ -	
07B	Insulation		$ -	
07D	Preformed Metal Panels		$ -	
07F	Roofing		$ -	
07K	Joint Sealants		$ -	
07L	Expansion Joints		$ -	
08A	Door Frames and Hardware Furnish Only		$ -	
08C	Coiling Curtain Smoke Containment System		$ -	
08G	Aluminum and Glass		$ -	
09C	Gypsum Wallboard		$ -	
09G	Tile		$ -	
09J	Wood Flooring		$ -	
09L	Resilient Flooring / Base		$ -	
09O	Painting		$ -	
10A	Specialties		$ -	
10B	Wall Protection		$ -	
10F	Flagpoles		$ -	
10G	Signage		$ -	
10J	Operable Folding Partitions		$ -	
10L	Awnings		$ -	
11W	Athletic Equipment		$ -	
12C	Blinds / Shades		$ -	
12H	Bleachers		$ -	
13D	Saunas		$ -	
13E	Pools		$ -	
14B	Elevators		$ -	
21A	Fire Protection		$ -	
22A	Plumbing / HVAC / Mechanical		$ -	
23A	HVAC / Mechanical		$ -	
26A	Electrical		$ -	
31A	Earthworks, Site Clearing, and Mass Excavation		$ 940,250	Great Plains Construction, LLC.
32B	Landscaping and Irrigation		$ -	
32C	Asphalt Paving		$ -	
32F	Site Concrete		$ -	
33A	Site Utilities / Storm Drainage / Sewer / Water		$ -	
99AA	GMP Allowance		$ -	GEJ Allowance
01AA	General Conditions (17-months full staff)		$ 2,219,089	GEJCC
01BB	Project Requirements		$ -	GEJCC
	Bid Item Subtotal		$ 3,159,339	
	Design Contingency	(0.0%)	$ -	
	Estimating Contingency (Not carried in GMP)	(5.0%)	$ -	
	Escalation	(0.0%)	$ -	
	Construction Contingency	(3.0%)	$ 94,780	
	Subtotal Direct Construction Costs		**$ 3,254,119**	
Contractor Indirect Costs				
	Building Permit (By others)		$ -	
	Plan Review Fees		$ -	
	City of Denver Affordable Housing Fee (ie: single/multi units, commercial, public, industrial, etc)		$ -	
	Two Phase Construction Permit		$ -	
	Misc Permits (Right of Way, Stormwater, etc)		$ -	
	City & County Use Tax		$ -	
1.00%	Contractor's Insurance		$ 34,045	
0.00%	Contractors Insurance - DIC		$ -	
0.150%	Builder's Risk Insurance		$ 5,107	
0.000%	Builder's Risk Insurance_DIC Insurance		$ -	
0.59%	Performance and Payment Bond		$ 20,086	
0.30%	Preconstruction Services (Invoiced Separately)		$ -	
2.75%	CM/GC Fee		$ 91,117	
	Taxes (Gross Receipts, Sales, Use, County, City, etc.)		Included Above	
	Subtotal Direct & Indirect Costs		**$ 150,355**	
	TOTAL GMP #1		**$ 3,404,474**	
	Unit Cost			**/sf**

GE JOHNSON
CONSTRUCTION COMPANY

825 North Broadway Avenue, Suite 320
Oklahoma City, OK 73102
405.772.1400 V
405.772.1401 F
gejohnson.com

8/24/21

Jason Olsen
Director, Parks and Recreation
City of Norman
201 W Gray St. Building C
Norman, OK 73069

RE: Young Family Athletic Center – OK1081
NW 24th Street and Rock Creek Road Norman, OK
GMP #1

Dear Mr. Olsen,

Please see the bid tab accompanied with this letter for the recommendation of Great Plains Construction, LLC. for the Earthwork/Site Clearing work at the Young Family Athletic Center.

Recommendation of Great Plains Construction, LLC is the low bidder on the Earthwork/Site Clearing scope of work at $923,250.00. Payment and Performance bond amount would be an additional $17,000.00 which brings the total bid to $940,250.00.

Please let me know if you have any questions.

Sincerely,
GE Johnson Construction Company

Joshua E. Young

Name: Josh Young
Title: Project Manager

Enclosures (or) Attachments (if/as applicable): Bid Tab

PROJECT: Young Family Athletic Center

LOCATION: NW 24th Avenue and Rock Creek Road

BID ITEM: Earthworks, Site Clearing, and Mass Excavation

DATE: August 20, 2021

31A

146

Created By: Select Estimator

Reviewed By: Josh Young

				SUBCONTRACTORS												
			GEJ Estimate	X	Great Plains Construction, LLC. 405-315-8154 Nate Patton		Diamond Services Company 405-464-0439 Charles Woodall		Hammer Construction 405-310-3160 Brian Martin		Tipton Excavating 405-330-3542 Riley Turner		Sub Name Phone/Fax Contact		Sub Name Phone/Fax Contact	
Base Bid:			$		$ 923,250		$ 998,900		$ 1,201,868		$ 1,290,400		$ -		$ -	
General Clarifications:																
COMPLETENESS OF ESTIMATE (Complete, Partial, Incomplete)					Complete		Complete		Complete		Complete					
Bid Per Plans and Specs/Specific Trade Requirements					Y		Y		Y		Y					
Acknowledgement of Previous Bid Packages					NA		NA		NA		NA					
Addenda Acknowledged No. X thru X					Pre-bid 1-3		Pre-bid 1-3		Pre-bid 1-3		Pre-bid 1-3					
Take no exception to GEJCC's Sub Contract					Y		Y		Y		Y					
Scope Clarifications:		**Quantity**														
Indirect / Miscellaneous																
Acknowledges Schedule																
Meets LEED Requirements																
Insurance Requirements																
Meets Pollution Liability Insurance Requirements																
Meets E&O Insurance Requirements																
Subcontractor Default Insurance		1.000%		Y		Y		Y		Y		Y		Y		
Sales Tax Included / Excluded	0.000 %	60.0%														
Bond Required / Rate													1.00%		1.00%	
Bond Value per Subcontractor				Y	$ 17,000.00	Y	$ 8,282.00	Y	$ 36,056.00	Y	$ 25,800.00	Y		Y		
Subcontractor Textura Service																
TBD																
ADJUSTED BID	**Previous Est. Lvl**	$ 720,693	$ -		$ 940,250		$ 1,007,182		$ 1,237,924		$ 1,316,200		$ -		$ -	**$ 940,250**
Firm Name:			**GEJ Estimate**		**Great Plains**		**Diamond Services**		**Hammer**		**Tipton Excavating**					**Plains Construction**

AMENDMENT NO 1 TO CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY

THIS AMENDMENT NO. 1 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "First Amendment") is made as of September 14, 2021, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma ("NMA") and GE Johnson Construction Company, Inc. an Colorado corporation (the "Construction Manager").

RECITALS:

A. NMA and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2021-97), dated February 9, 2021, (the "Agreement"), for construction management services for the Multi-Sport and Aquatic Center Project, now the Young Family Athletic Center ("YFAC") project including plan review, design assistance, bidding services, and value engineering

B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price ("GMP"), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee.

C. The Construction Manager has submitted the first of three anticipated GMP Proposals based on the bids received.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, NMA and the Construction Manager hereby agree as follows:

1. First GMP Established. The Construction Manager's guaranteed maximum price for the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager's fee, is hereby agreed to be $3,404,474.00 (derived from the total cost of work for the Construction Phase of $3,254,119 + the Indirect Cost and Fee of $150,355.00. Preconstruction Services were billed separately not included in GMP per previous Council approval attributable to the YFAC Project). The GMP is the total compensation from the City to the Construction Manager for its fee for the performance of the work in accordance with Contract Documents and Pursuant to any of the following documents, as applicable:

A. Basis for GMP. Refer to GMP#1 Letter and Summary sheet.

B. Contract Document Log. Refer to **Exhibit _A_** for a list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit _A_ and incorporated herein by reference.

C. Allowances. Refer to **Exhibit _B_** for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit _B_ and incorporated herein by reference.

D. Assumptions. Refer to **Exhibit _C_** for a list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications is attached hereto as Exhibit _C_ and incorporated herein by reference.

E. Proposed GMP. Refer to **Exhibit _D_** for the proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the GMP is attached hereto as Exhibit _D_ and incorporated herein by reference.

F. Substantial Completion. Refer to **Exhibit _E_** for Substantial Completion date upon which the GMP Proposal is based and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based is attached hereto as Exhibit _E_ and incorporated herein by reference.

G. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit _F_**.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this First Amendment, the Construction Manager affirmatively asserts that (i) NMA is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairperson of the Norman Municipal Authority.

CONSTRUCTION MANAGER (GE JOHNSON CONSTRUCTION COMPANY, INC)

By: _____

Name: __Randy N. Nance_____

Title: ___General Manager_____

Date: _____

ATTEST:

By: _____

Subscribed and Sworn to me this _____ day of _____, 2021.

Commission Number: _____

Expiration Date: _____

NORMAN MUNICIPAL AUTHORITY

Reviewed and approved for form and legality this _____ day of _____, 2021.

_____

Office of the General Counsel

Approved by Norman Municipal Authority on this _____ day of _____, 2021.

By: _____

Breea Clark, Chairperson

ATTEST:

By: _____

Brenda Hall, Secretary

EXHIBIT A
GMP AMENDMENT NO. 1

LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

LIST OF DRAWINGS

1		806901G-002.pdf
1		806901G-011.pdf
1		80690C-001.pdf
1		80690C-501.pdf
1		80690CD101.pdf
1		80690CG101.pdf
1		80690CG201.pdf
1		80690CG501.pdf
1		80690CS101.pdf
1		80690CS102.pdf
1		80690V-001.pdf
1		FSB2018-069-01 - CoN-Young Family Athletics - Bid Package #02 COMBINED DRAWINGS.pdf

LIST OF SPECIFICATIONS

1		SECTION 011000 - SUMMARY.pdf
1		SECTION 012500 - SUBSTITUTION PROCEDURES.pdf
1		SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION.pdf
1		SECTION 013300 - SUBMITTAL PROCEDURES.pdf
1		SECTION 014000 - QUALITY REQUIREMENTS.pdf
1		SECTION 014200 - REFERENCES.pdf
1		SECTION 015723 - TEMPORARY STORMWATER POLLUTION CONTROL.pdf
1		SECTION 016000 - PRODUCT REQUIREMENTS.pdf
1		SECTION 017300 - EXECUTION.pdf
1		SECTION 017700 - CLOSEOUT PROCEDURES.pdf
1		SECTION 017823 - OPERATION AND MAINTENANCE DATA.pdf
1		SECTION 221113 - FACILITY WATER DISTRIBUTION PIPING.pdf
1		SECTION 221313 - FACILITY SANITARY SEWERS.pdf
1		SECTION 311000 - SITE CLEARING.pdf
1		SECTION 312000 - EARTH MOVING.pdf
1		SECTION 321216 - ASPHALT PAVING.pdf
1		SECTION 321723 - PAVEMENT MARKINGS.pdf
1		SECTION 321726 - TACTILE WARNING SURFACING.pdf
1		SECTION 334100 - STORM UTILITY DRAINAGE PIPING.pdf

LIST OF ADDENDA

NONE

EXHIBIT B
GMP AMENDMENT NO. 1

LIST OF ALLOWANCES

NO ALLOWANCES ARE INCLUDED OR PART OF THIS GMP AMENDMENT NO. 1

EXHIBIT C
GMP AMENDMENT NO. 1

LIST OF ASSUMPTIONS AND CLARIFICATIONS

1. The Contract Documents indicated a quantity of 50,000 cubic yards of common fill would be available for use by the Earthworks, Site Clearing and Mass Excavation trade contractor/subcontractor. The location of the borrow area for the common fill, as indicated in the Contract Documents, is near the project site. Should the original location on where the 50,000 cubic yards is shown/indicated to be located change, the GMP Amendment No. 1 is subject to change and be increased by Change Order or the additional costs, if any, would be allocated from Construction Contingency or Estimating Contingency.

2. Reference Standard Form of Agreement between Owner and Construction Manager, Contract K-2021-97 dated February 9, 2021, by and between The Norman Municipal Authority and GE Johnson Construction Company, Inc. The following modifications are hereby made to the original Agreement:

    a. Article 5, Subsection 5.1.1. Strike the words "% of the total Guaranteed Maximum Price" and insert "Two and Seventy-Five Hundredths Percent (2.75%) of the Cost of Work.
    b. Article 5, Subsection 5.1.2. In the first sentence, insert in the location requesting the monthly lump sum amount the following, "One Hundred Thirty Thousand Five Hundred Thirty-Five Dollars ($130,535.00)/Month for the "Seventeen (17) month duration…"
    c. Article 5, Subsection 5.1.2. After the second/last sentence, insert the following, "Based upon current market conditions and possible procurement and delivery delays associated with numerous building materials, equipment, and labor, the monthly General Conditions costs and duration of the Project are subject to change. The Construction Manager reserves the right to revise both the monthly lump sum for General Conditions and the total duration/Final Completion of the Project."

EXHIBIT D
GMP AMENDMENT NO. 1
PROPOSED GMP

Young Family Athletic Center

GMP #1

September 8, 2021

Guaranteed Maxium Price #1

Bid Item #	Bid Description		Current Est. Lvl	Subcontractor
03A	Building Concrete		$ -	
03K	Concrete Floor Sealer / Hardener		$ -	
04A	Masonry		$ -	
05A	Steel / Joist / Deck		$ -	
05B	Miscellaneous Steel		$ -	
06A	Rough Carpentry		$ -	
06F	Millwork / Casework		$ -	
07A	Waterproofing / Damp proofing		$ -	
07B	Insulation		$ -	
07D	Preformed Metal Panels		$ -	
07F	Roofing		$ -	
07K	Joint Sealants		$ -	
07L	Expansion Joints		$ -	
08A	Door Frames and Hardware Furnish Only		$ -	
08C	Coiling Curtain Smoke Containment System		$ -	
08G	Aluminum and Glass		$ -	
09C	Gypsum Wallboard		$ -	
09G	Tile		$ -	
09J	Wood Flooring		$ -	
09L	Resilient Flooring / Base		$ -	
09O	Painting		$ -	
10A	Specialties		$ -	
10B	Wall Protection		$ -	
10F	Flagpoles		$ -	
10G	Signage		$ -	
10J	Operable Folding Partitions		$ -	
10L	Awnings		$ -	
11W	Athletic Equipment		$ -	
12C	Blinds / Shades		$ -	
12H	Bleachers		$ -	
13D	Saunas		$ -	
13E	Pools		$ -	
14B	Elevators		$ -	
21A	Fire Protection		$ -	
22A	Plumbing / HVAC / Mechanical		$ -	
23A	HVAC / Mechanical		$ -	
26A	Electrical		$ -	
31A	Earthworks, Site Clearing, and Mass Excavation		$ 940,250	Great Plains Construction, LLC.
32B	Landscaping and Irrigation		$ -	
32C	Asphalt Paving		$ -	
32F	Site Concrete		$ -	
33A	Site Utilities / Storm Drainage / Sewer / Water		$ -	
99AA	GMP Allowance		$ -	GEJ Allowance
01AA	General Conditions (17-months full staff)		$ 2,219,089	GEJCC
01BB	Project Requirements		$ -	GEJCC
	Bid Item Subtotal		$ 3,159,339	
	Design Contingency	(0.0%)	$ -	
	Estimating Contingency (Not carried in GMP)	(5.0%)	$ -	
	Escalation	(0.0%)	$ -	
	Construction Contingency	(3.0%)	$ 94,780	
	Subtotal Direct Construction Costs		**$ 3,254,119**	
Contractor Indirect Costs				
	Building Permit (By others)		$ -	
	Plan Review Fees		$ -	
	City of Denver Affordable Housing Fee (ie: single/multi units, commercial, public, industrial, etc)		$ -	
	Two Phase Construction Permit		$ -	
	Misc Permits (Right of Way, Stormwater, etc)		$ -	
	City & County Use Tax		$ -	
1.00%	Contractor's Insurance		$ 34,045	
0.00%	Contractors Insurance - DIC		$ -	
0.150%	Builder's Risk Insurance		$ 5,107	
0.000%	Builder's Risk Insurance_DIC Insurance		$ -	
0.59%	Performance and Payment Bond		$ 20,086	
0.30%	Preconstruction Services (Invoiced Separately)		$ -	
2.75%	CM/GC Fee		$ 91,117	
	Taxes (Gross Receipts, Sales, Use, County, City, etc.)		Included Above	
	Subtotal Direct & Indirect Costs		**$ 150,355**	
	TOTAL GMP #1		**$ 3,404,474**	
	Unit Cost			/sf

EXHIBIT E
GMP AMENDMENT NO. 1

SUBSTANTIAL COMPLETION

N/A. Substantial Completion date and information will be provided and finalized in a future GMP Amendment.

EXHIBIT F
GMP AMENDMENT NO. 1

ACCEPTANCE PERIOD

1. Acceptance of GMP No. 1 is required on or before October 18, 2021 (60 days from the date bids/proposals were received.)

2. Should the pricing and terms of the GMP Amendment No. 1 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 1 will be null and void and the work will be re-advertised and re-bid.

File Attachments for Item:

22. DECLARATION OF AN EMERGENCY FOR EMERGENCY REPAIRS TO THE IMHOFF CREEK BRIDGE AND CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, AUTHORIZATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-59 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND HASKELL LEMON CONSTRUCTION COMPANY FOR THE EMERGENCY REPAIR OF IMHOFF CREEK BRIDGE, RESOLUTION R-2021-40 GRANTING TAX-EXEMPT STATUS, AND BUDGET TRANSFERS AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

CITY STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: DECLARATION OF AN EMERGENCY FOR EMERGENCY REPAIRS TO THE IMHOFF CREEK BRIDGE AND CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, AUTHORIZATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-59 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND HASKELL LEMON CONSTRUCTION COMPANY FOR THE EMERGENCY REPAIR OF IMHOFF CREEK BRIDGE, RESOLUTION R-2021-40 GRANTING TAX-EXEMPT STATUS, AND BUDGET TRANSFERS AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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. ODOT compiles a list of pre-qualified candidates from which the City interviews at least three (3). Upon completion of the interviews, City Staff selects the candidate they feel is most qualified.

On November 12, 2019, City Council approved Resolution R-1920-53 selecting H.W. Lochner, Inc., as the City's appointed Bridge Safety Inspection Consultant to ODOT for compliance with the National Bridge Inspection Standards under ODOT Contract Number CI-2105G.

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. The four bridges that were deemed to be the highest priority for maintenance in this cycle are 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 to perform maintenance activities on the aforementioned bridge locations as part of the City's annual Bridge Maintenance Program.

DISCUSSION:

Just over two weeks later, on Thursday, 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.

Due to the need for an urgent response, City Staff requested H.W. Lochner, Inc., travel to the location and provide a preliminary engineering assessment of the bridge and develop plans for the repair. H.W. Lochner, Inc., has previously been selected using a Qualifications-Based Selection process. H.W. Lochner, Inc. provided a proposal, which was accepted and executed by the City Manager, for a project fee totaling $21,600 for the following scope of services (see attached letter);

- Conduct a hands-on bridge inspection
- Perform necessary structural design calculations
- Produce plan sheets to consist of specific details required for the construction of restoring the southeast wing wall, connection of drainage through the southeast wing, and fill under east roadway approach. Traffic control plan sheets are specifically excluded from this proposal
- Provide final construction plans and estimates
- Bid out efforts are specifically excluded from this proposal. Construction will be performed by an existing City of Norman construction contract (Haskell Lemon Construction Co.)
- Provide construction administration assistance
- Provide as-built drawings
- Clean Water Act Section 404 Permits are specifically excluded from this proposal

A Notice to Proceed was issued on Tuesday, August 24, 2021 with an expected completion date of Wednesday, September 8, 2021.

Using the estimated quantities received from H.W. Lochner Inc. as a part of this work, City Staff requested estimates from Cimarron Construction Co. and Haskell Lemon Construction for the

estimated cost of repairs. On Friday, August 27, 2021 City Staff received the quote from Haskell Lemon Construction in the amount of $1,697,279.70 which was $618,577.92 or 57% higher than the engineer's estimate. Based upon the large difference between Haskell Lemon's estimate and the engineer estimate, City Staff felt that diligence required an additional emergency estimate. City Staff contacted Cimarron Construction, who had previously been selected as the lowest responsible bidder for the FYE 2021 Bridge Maintenance Program contract. On Thursday, September 2, 2021 City Staff received an estimate of $1,356,432.70 which was $277,730.92 or 26% higher than the engineer's estimate.

On September 9, 2021, H.W. Lochner submitted the finalized plans for the repair of the West Imhoff Road Bridge. Haskell Lemon Construction and Cimarron Construction were sent copies of the finalized plans with a request to submit final estimates by 10:00 a.m. on Friday, September 10, 2021. Final estimates were received in the following amounts:

Haskell Lemon: $1,440,695.00
Cimarron: $1,292,388.20

Both final estimates were still more than the original engineering estimate, but the City feels that the information provided establishes that these quotes are within a reasonable and expected range of cost for the work of this scope. Time is of the essence due to the severity of the repairs required, the location of the street closure necessitated by the failure, and the significant lead time expected on supplies required to perform the repair, and City Staff has determined the need to bring this contract for consideration on an emergency basis. West Imhoff Road is a major thoroughfare for traffic accessing South Highway 9, South Berry Road, Chautauqua Avenue, and the University of Oklahoma. As such, the bridge closure poses a significant impact to the citizens of Norman, and particularly the recent re-introduction of University student traffic.

City Staff has closely evaluated the estimates received. The City has previously worked with Cimarron as the lowest and best bidder for bond projects. However, Cimarron was not the lowest and best bidder for the Bridge Maintenance Project – FYE 22 Locations, which included the Imhoff Bridge repair. Having discovered the damages, and already performed the remaining maintenance required on the Imhoff Bridge, City Staff believes that Haskell Lemon, which was the lowest and best bidder on the Bridge Maintenance Project, has a more recent and immediate knowledge of the particular needs of the Imhoff Bridge, and thus this Project and the critical circumstances surrounding the repairs that must commence immediately. Further, the City's ongoing contractual relationship with Haskell Lemon on the Bridge Maintenance Project – FYE 2022 allows for seamless coordination of this Project's particular and critical needs in the City's current working relationship with Haskell Lemon.

Due to the immediate need to begin repair operations at this location, and all pertinent circumstances, City Staff proposes to enter into an emergency contract with Haskell Lemon Construction. The City's experience with Haskell Lemon from the FYI 2021 Bridge Maintenance program has been positive, City Staff believes that Haskell Lemon has the necessary qualification and expertise to carry out the necessary repairs, and that Haskell Lemon's estimate, though somewhat higher than Cimarron, is nonetheless consistent with industry pricing for this scope of work.

Generally, the Oklahoma Competitive Bidding Act must be followed for any public construction contract. However, in the event of a declared emergency, the provisions of the Act with reference to notice and bids do not apply. In those circumstances, a 2/3 majority vote is required to declare the existence of an emergency. An emergency is defined as conditions resulting from a sudden unexpected happening or unforeseen occurrence or condition whereby the public health or safety is endangered. 61 Okla. Stat. s. 130(F). Similarly, under Norman City Code Section 8-204(5), supplies, materials, equipment and contractual services whose purchase is approved by Council as necessary for the immediate preservation of the peace, health or safety, are exempt from the City's competitive bidding procedures.

The funding sources for this project are outlined in the attached table.

Upon Council approval, a Notice to Proceed will be delivered on September 15, 2021 and construction activities will begin within the following 10 days.

RECOMMENDATION 1:

That the City Council declare that an emergency under Title 61, Section 130 of the Oklahoma Statutes exists and that the approval of this contract and bonds is necessary for the immediate preservation of the peace, health, and/or safety.

RECOMMENDATION 2:

City Staff recommends the re-allocation of $975,000 from Fiscal Year 2021-2022 (FYE 2022) Capital Fund/Stormwater Projects to this new bridge repair project account as shown below. In addition, staff recommends the appropriation of $465,695 from the FYE 2022 Capital Fund Balance for a total amount of $1,440,695 to be allocated to the Imhoff Bridge project:

FUND TRANSER TABLE			
Account No.	Obj.	Project No.	Amount
50599967	46101	DR0068	$100,000
50599967	46201	DR0068	$25,000
50599967	46101	DR0069	$600,000
50599967	46201	DR0069	$100,000
50599906	46101	DR0070	$55,000
50599906	46301	DR0070	$95,000
Capital Fund Balance		050-29001	$465,695
		Total	**$1,440,695**

The effect of transferring the existing budgeted amount of $975,000 will be the elimination of at least two neighborhood stormwater projects including North Stewart Avenue (Ward 4) and Butler Avenue (Ward 2). The City Council Community Planning and Transportation Committee discussed at their August 26, 2021 meeting the possibility of allocating approximately $3 million in American Rescue Plan Act (ARPA) funds in FYE 2022 to stormwater capital projects including improvements to Imhoff Creek, so these project accounts may be backfilled in the future with those ARPA funds if Council directs accordingly.

RECOMMENDATION 3:

City Staff further recommends approval of Contract K-2122-59 with Haskell Lemon Construction Company for Emergency Repairs to Imhoff Creek Bridge in the amount of $1,440,695 and approval for the Mayor's acceptance and execution of Maintenance Bond MB-2122-32, Performance Bond B-2122-44 , and Statutory Bond B-2122-45 upon review and approval by the City Attorney's office.

Haskell Lemon
CONSTRUCTION CO.
Your Construction Solution Partner

P.O. Box 75608
Oklahoma City, OK 73147
Ph: (405) 947-6069
Fax: (405) 947-6068
www.haskelllemon.com

To:	CITY OF NORMAN	**Contact:**	Contact
Address:	P.O. BOX 370	**Phone:**	(405) 366-5406
	NORMAN, OK 73070	**Fax:**	(405) 366-5389
Project Name:	Emergency Repair Project	**Bid Number:**	
Project Location:	Imhoff Road Over Imhoff Creek, Norman, OK	**Bid Date:**	6/10/2021

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1000	Unclassified Borrow	580.00	CY	$120.00	$69,600.00
1001	Clear And Grub	1.00	LS	$73,745.00	$73,745.00
1002	Slab Sod	370.00	SY	$16.50	$6,105.00
1003	Aggregate Base Type A	11.00	CY	$450.00	$4,950.00
1004	Tack Coat	4.00	GAL	$5.00	$20.00
1005	Superpave, Type S4(PG 64-22 OK)	30.00	TON	$375.00	$11,250.00
1006	Structural Unclassified Excavation	250.00	CY	$110.00	$27,500.00
1007	Substructure Excavation Common	940.00	CY	$135.00	$126,900.00
1008	CLSM Backfill	107.60	CY	$375.00	$40,350.00
1009	Temporary Earth Retainage	1.00	LS	$89,500.00	$89,500.00
1010	Concrete Parapet	30.00	LF	$220.00	$6,600.00
1011	Handrailing	50.00	LF	$375.00	$18,750.00
1012	Class A Concrete	499.30	CY	$825.00	$411,922.50
1013	Class C Concrete	15.00	CY	$675.00	$10,125.00
1014	Reinforcing Steel	94,930.00	LB	$1.85	$175,620.50
1015	Type I Plain Rip Rap	260.00	TON	$88.00	$22,880.00
1016	Type I-A Filter Blanket	80.00	TON	$65.00	$5,200.00
1017	Curb And Gutter(6" Barrier)	30.00	LF	$115.00	$3,450.00
1018	6" Concrete Sidewalk	30.00	SY	$190.00	$5,700.00
1019	Inlet CI Des. 1(STD)	1.00	EACH	$6,100.00	$6,100.00
1020	36" RCP Class III	24.00	LF	$150.00	$3,600.00
1021	Removal Of Bridge Items	1.00	LS	$172,980.00	$172,980.00
1022	Removal Of Asphalt Pavement	70.00	SY	$49.50	$3,465.00
1023	Removal Of Asphalt Pavement	30.00	SY	$49.50	$1,485.00
1024	Removal Of Existing Parapet	30.00	LF	$67.50	$2,025.00
1025	Sawing Pavement	60.00	LF	$35.00	$2,100.00
1026	Mobilization	1.00	LS	$99,572.00	$99,572.00
1027	Construction & Traffic Control	1.00	LS	$19,000.00	$19,000.00
1028	Dewatering By-Pass Pump Allowance	1.00	EACH	$20,200.00	$20,200.00

Total Bid Price: $1,440,695.00

Notes:
- Pricing is based upon the preliminary plans provided.

CONTRACT

THIS CONTRACT made and entered into this___day of_____, 20_, by and between Haskell Lemon Construction Company as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS the Imhoff Bridge was identified for inclusion in the City of Norman's Bridge Maintenance Project - FYE 2022 Locations, and a contract for maintenance was previously awarded to CONTRACTOR, as the lowest and best contractor, pursuant to Contract No. K-2122-6.

WHEREAS, multiple structural failures were identified at the Imhoff Bridge immediately after Contract No. K-2122-6 was awarded to CONTRACTOR.

WHEREAS, the unforeseeable and untimely occurrence of the damage, the severity of damage, and the location of the bridge in reference to city traffic patterns, has necessitated this contract be entered on an emergency basis outside of the process strictly set forth in the Oklahoma Competitive Bidding Act.

WHEREAS, the CITY has provided CONTRACTOR with professional engineering plans outlining the scope of the repairs required and has received a proposal from CONTRACTOR for the following project:

IMHOFF BRIDGE EMERGENCY REPAIR PROJECT

as outlined and set out in the CONTRACT DOCUMENTS and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR has submitted to the CITY a proposal in accordance with the terms of this Contract, and setting forth the cost and timing of repairs to be completed, which proposal is hereby included within the CONTRACT DOCUMENTS, and incorporated by specific reference into the CONTRACT; and,

WHEREAS, the CITY, in compliance with state law, has declared the existence of an emergency and determined that the proposal submitted by the CONTRACTOR is a fair and reasonable price for the scope of work and that under all of the circumstances that it is in the best interests of the CITY that CONTRACTOR be awarded this CONTRACT, for the sum named in the proposal, to wit:

ONE MILLION FOUR HUNDRED FORTY THOUSAND SIX HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($1,440,695.00).

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:

l) 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 engineering plans and scope description provided to CONTRACTOR, contract specifications provided to CONTRACTOR, the CONTRACTOR's Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file with the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid 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:

IMHOFF BRIDGE EMERGENCY REPAIR PROJECT

a. Base Bid: 180 Calendar Days

Calendar Days does not include weather days
Weather days to be determined by the engineer or streets program manager

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 established in the CONTRACT for actual construction quantities.

b. Construction items specified but not included as proposed items shall be considered incidental and shall not be paid for directly, but shall be included in the proposal 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 proposal is hereby incorporated into the CONTRACT DOCUMENTS and incorporated by reference into this CONTRACT.

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 CONTRACT 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.

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, which are made part of the CONTRACT DOCUMENT and incorporated by reference into this CONTRACT, 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)

Jay Lemon, 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

Subscribed and sworn to before me this 13th day of September, 2021.

KAREN SWAIN NOTARY # 15006306 EXP. 07/10/23 PUBLIC STATE OF OKLAHOMA

Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 13th day of September 2021, and the _____ day of _____, 20___.

(Corporate Seal) (where applicable)

CONTRACTOR

ATTEST:
Authorized Representative

for Corporate Secretary (where applicable)

Signed: _____

Title: President

Address PO Box 75608, Oklahoma City, OK 73147

Telephone: (405) 947-6069

CITY OF NORMAN:

Approved as to form and legality this 13 day of September 2021.

City Attorney

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

ATTEST:

City Clerk

Mayor

SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR THE

IMHOFF BRIDGE EMERGENCY REPAIRS PROJECT

FYE 2022 LOCATIONS

Contract No. – K-2122-59

Maintenance Bond No. – MB-2122-32

Performance Bond – B-2122-44

Statutory Bond – B-2122-45

Project Agent Resolution – R-2122-40

CITY OF NORMAN
201 WEST GRAY
NORMAN, OKLAHOMA 73069
(405) 366-5452

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AND
CONTRACT DOCUMENTS

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SPECIAL PROVISIONS

SECTION 100

100.00 SPECIAL PROVISONS

All construction performed under this Contract, which specifications are hereby amended and augmented with respect to the clauses or requirements cited in the following Special Provisions and no other clauses or requirements are waived or changed hereby.

These Special Provisions supplement the City of Norman Standard Specifications and Construction Drawings for Streets, Storm Drainage, Water Line, and Sanitary Sewers and shall be considered as a part of the specifications and Contract. In case of conflict between stipulations of the Special Provisions and the Standard Specifications, the Special Provisions shall take precedence and govern. Interpretation of the specifications shall be made by the Engineer.

The work herein contemplated consists of furnishing all tools, labor, plant equipment, materials, and performing all work necessary for the construction, complete of all improvements, in strict accordance with these specifications.

101.00 PRE-CONSTRUCTION CONFERENCE

Within ten (10) days after the Effective Date of Agreement, but before Contractor starts the work at the site, a prework meeting will be held to discuss the Contractor's schedule, procedures for handling shop drawings and other submittals, processing applications for payment and to establish a working understanding among the parties as to the Work.

The monthly pay estimate may be withheld until a satisfactory schedule is received by the Engineer. The Contractor shall update the schedule on a monthly basis.

102.00 TAX STATUS

Upon selection of a CONTRACTOR for this project, the City of Norman will issue a sales tax exempt status to the CONTRACTOR for the purchase of project materials. This exemption will cover only materials used for this project and in no way affects the payroll or employment tax status of the CONTRACTOR.

103.00 MATERIAL SPECIFICATIONS

A. Concrete

All concrete shall conform to the Oklahoma Department of Transportation Standard Specifications for Highway Construction Sections 414 and 701 (2009).

B. Compacted Fill

Fill shall conform to the Oklahoma Department of Transportation Standard Specifications for Highway Construction Sections 300 and 703 (2009).

104.00 TESTING

All costs of tests on materials which meet specification requirements shall be at the expense of the City. All costs of failing tests shall be at the expense of the contractor. All tests will be in accordance with the appropriate specifications. All failing tests have the costs for said test, at the current rate, deducted from the contract.

105.00 SOLID SLAB SODDING

If an area that has been sodded settles less than 3", the contractor shall fill in the low area to original grade area with top soil and compact. If the area settles more than 3", the contractor shall remove the existing

sod, fill in the low area with top soil and compact and relay the sod. If some of the sod is destroyed, new sod shall be supplied by the contractor at no extra cost. The contractor shall be responsible for remediating any settlement for a period of one (1) year after final acceptance.

SPECIAL PROVISIONS

SECTION 305

CONCRETE PAVEMENT REPAIR

305.01 CONCRETE PAVEMENT REPAIR

A. General

Work shall consist of furnishing of all materials, labor and equipment required to repair the concrete pavement listed.

All work at each concrete pavement repair location shall be completed and approved by the inspector before moving to the next construction site.

B. Removal of paving, driveways, curbs, etc.

Each proposed concrete pavement repair area shall be laid out in paint on the pavement and inspected by the inspector prior to construction.

In removal of any paving, sidewalks, driveways, curbs, gutters, etc., care shall be taken to leave a straight, smooth edge, perpendicular to the surface of the portion left in place. Any damage caused to an adjacent panel or structure, or pavement removed in excess of that specified by the plans and/or Engineer, without approval of the City, shall be removed and replaced by the Contractor at their expense.

When a new joint needs to be added, the new joint shall be saw cut full depth a minimum of four feet from the parallel joint of the adjacent panel. If four feet cannot be maintained on either side of the new joint, then the entire panel must be replaced.

Should the subgrade become wet from weather, it will be the responsibility of the Contractor to repair the subgrade at their cost. Any subgrade that has become wet from weather or other reasons shall be retested at the contractor's expense prior to paving operations.

C. Concrete Placement

The project inspector shall inspect all work before the concrete is ordered. The project inspector shall have at least 12 hours notice for said inspection. If inspection is approved, then the concrete can be ordered at that time.

The Contractor shall verify that all concrete will drain properly before the concrete is placed. The Contractor shall take his own elevation shots to verify the grades. A minimum grade of 0.4% is required. The Contractor shall notify the Engineer of any Concrete Maintenance Repair that will not drain properly before concrete is placed. The Contractor shall be required to flood each pavement repair location with water to identify all "bird baths". A "bird bath" deeper than 1/4 inch shall not be accepted and shall be corrected by milling or rehabilitation as determined by the engineer.

Construction joints shall be sawed to match existing joint intervals as soon as the concrete can hold a saw without stacking the concrete. This may require the contractor perform the sawing after normal work hours. Sawing joints cannot be delayed until the following day. All sawed joints shall be straight. If a sawed joint is not straight, then the contractor shall re-saw the joint as directed by the City's construction inspector at no extra cost. Prior to sawing, the joint shall be chalk lined and approved by the Engineer or City representative. This requirement applies to all concrete sawing.

If required by the engineer, the pavement shall be tined transverse to the centerline. No tining will be allowed within three (3) inches of either side of a transverse joint for all replaced panels. Nor will any tining be allowed within twelve (12) inches of a curb face.

D. Backfill

The backfill material behind the curb shall be compacted to 90% SPD. The finished grade behind the curb shall be smooth and sloped properly to drain. The area behind the curb shall be left in as good or better condition than it was found. No seeding will be required. All rocks and other debris shall be removed from the site and properly disposed of as approved by the Engineer.

E. Opening to Traffic

Traffic can be allowed on the pavement only after the compressive strength reaches 2400 psi, and is approved by the Engineer. This includes the contractor's traffic.

SPECIAL PROVISIONS

SECTION 412

BASE PREPARATION

412.00 BASE PREPARATION

A. General

Work shall consist of furnishing all materials, labor and equipment required to repair the subgrade below the pavement during a full depth patching project.

This Special Provision provides for the removal of soft, spongy material below the surface of the existing pavement and extending downward to limits to be determined by the Engineer or City representative.

The contractor shall not begin the fill operation until the volume of fill, in cubic yards, has been calculated from measurements made by the Engineer and agreed upon by the contractor. The Engineer or his representative shall authorize all undercutting.

B. Compaction

All subgrade shall be proof rolled to detect soft spots. The City's construction inspector shall witness and approve the proof rolling before any further construction. The subgrade shall be compacted to 95% standard proctor density $\pm$ 2% optimum moisture.

C. Material

The fill material listed below shall be used to replace excavated material (undercut). The fill replacement material is not to be used as an alternate for sub-base preparation except for repair locations identified by the Engineer.

1. Aggregate Base – Type A (ODOT).

   a) The fill material shall be placed in lifts not to exceed six inches (6") and Standard Proctor Density at $\pm$ 2% optimum moisture and shall be placed immediately below the paving section per location.

SPECIAL PROVISIONS

BRIDGE REPAIR AND REHABILITATION ITEMS

BRIDGE REPAIR AND REHABILITATION ITEMS

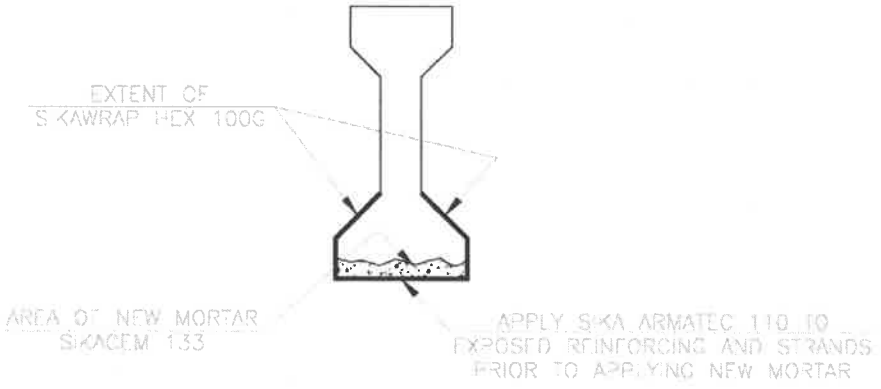
A. General

Wherever the City Standard Specification does not provide information; reference the Oklahoma Department of Transportation (ODOT) Standard Specifications for Highway Construction.

B. P.C. Beam Repair

This work shall apply to the wrapping of damaged, or spalled Pre-stressed Concrete Beams. The Engineer shall determine the location and extent of repairs. Recommended repair shall be in accordance with the Product Data Sheets for Sika Armatec 110 EpoCem, Sikacem 133, SikaWrap Hex 100G, and Sikadur 300, Sikadur Hex 300 or Sikadur Hex 306 epoxy.

1. Remove all loose concrete using hand tools only to obtain an exposed aggregate surface.
2. For priming of reinforcing steel, use Sika Armatec 110 EpoCem. Before applying Sika Armatec 110 EpoCem, the exposed steel reinforcement and strands should be thoroughly prepared by mechanical cleaning to remove all traces of rust. Where corrosion has occurred due to the presence of chlorides, the steel should be high- pressure washed with clean water after mechanical cleaning.
3. In accordance with ACI 506-R85, "Guide to Shotcrete", apply Sikacem 133, building the new mortar to match the original lines and grades of the P.C. Beam.
4. Apply (3) three wraps of SikaWrap Hex 100G. Consult with Sikadur 300, Sikadur Hex 300 or Sikadur Hex 306 epoxy, for additional information on surface preparation.
5. The items measured by the square foot, will be paid for at the contract unit price bid:
   P.C. Beam Repair .....SF



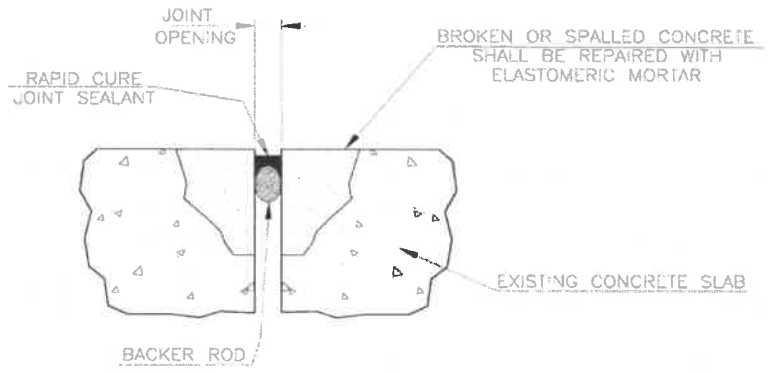
C. Sheet Pile Units

Sheet pile installation units shall be square feet. The square footage shall be determined by the depth and width of installation for the sheets.

D. Expansion Joint Repair

This work shall apply to the rehabilitation of expansion joints, as determined by the Engineer, using an epoxy as determined by the Engineer. Joint sealer shall be a self- leveling, rapid cure silicone joint sealant that cures to a low-modulus rubber upon exposure to atmospheric moisture. Rapid cure is defined as the development of sufficient integrity within the silicone in 8 hours or less to accommodate highway traffic and movements associated with bridges. The binder material shall be a two-component, rapid curing liquid polymer that cures to a dense, semi-flexible polymer resistant to chemicals, weather, abrasion and impact. The binder material shall be compatible with the sealant, as determined by the sealant manufacturer.

1. Remove broken or spalled concrete to solid material.
2. Clean all surfaces. Joint walls must be sound, clean, dry, frost-free, and free of oil and grease. Curing compound residues and any other foreign matters must be thoroughly removed. Install bond breaker tape or backer rod to prevent bond at base of joint.
3. Apply new elastomeric mortar, shaping the new mortar to match the original lines and grades of the Deck surface. In some instances, the concrete removal may be so extensive that it may be necessary to reinforce the new mortar.



4. Install backer rod of sufficient size and shape and apply new elastomeric sealant in accordance with the Product Data Sheet for Sikaflex-15 LM.
5. The accepted quantities, measured as specified in this Section, will be paid at the contract price, per unit of measurement for the pay items listed, shown in the Plan proposal schedule. Payment will be full compensation for the respective work described in this Section. Payment will be made under:

   Expansion Joint Repair LF

E. Concrete Repairs for Non-Driving Surfaces

This work shall apply to concrete repairs on Abutments, Piers and Concrete Traffic Rails. The location and extent of the repairs shall be determined in the field by the Field Engineer. Recommended repair shall be in accordance with the Product Data Sheets for SikaRepair SHA cementitious repair mortar.

1. All loose concrete shall be removed using hand tools, only. No power tools shall be allowed. Damage done to the existing reinforcing steel during the removal process shall not be included in the pay quantity. Any deteriorated reinforcing steel with a section loss greater than 25%, as determined by the Field Engineer, shall be reported to the Public Works Department.

2. Blast clean the concrete surface and all exposed reinforcing steel free of debris and corrosion, per ODOT Specifications. Apply corrosion inhibitor (Sika Armatec 110 EpoCem) as directed by the Engineer.
3. Apply mortar to replace deteriorated, or damaged, concrete. Build up mortar to match the original lines and grades of the structure surface.
4. The accepted quantities, measured as specified in this Section, will be paid at the contract price, per unit of measurement for the pay items listed, shown in the Plan proposal schedule. Payment will be full compensation for the respective work described in this Section. Payment will be made under:

   Concrete Repairs for Non-Driving Surfaces SY

F. Longitudinal Asphalt or Concrete Crack Sealing

This work shall apply to sealing cracks in asphalt or concrete driving surfaces using an epoxy sealant as determined by the Engineer.

1. Clean all surfaces. Joint walls must be sound, clean, dry, frost-free, and free of oil and grease. Curing compound residues and any other foreign matters must be thoroughly removed. Install bond breaker tape or backer rod to prevent bond at base of joint.
2. The accepted quantities, measured as specified in this Section, will be paid at the contract price, per unit of measurement for the pay items listed, shown in the Plan proposal schedule. Payment will be full compensation for the perspective work described in this Section. Payment will be made under:

   Longitudinal Asphalt or Concrete Crack Sealing LF

G. Removal and Reconstruction of Fencing and Guard Rail

This work shall consist of the removal and reconstruction of fencing and guard rail in accordance with these Specifications and in reasonably close conformity with existing lines and grades.

When reconstruction is called for, materials salvaged from the existing installation may be used if in good condition. All other material shall be replaced with approved materials. Paint shall meet the City of Norman Specifications.

Remove the guard rail or fence and store it as required above until such time as it is to be reset. Construct guard rail or fence in the same manner as provided for new work. Contractor will be required to replace at his own expense any material damaged or lost. Cut all fresh or new-cut holes, etc., with zinc-rich paint. After erection of metal plate rail, thoroughly clean all abrasions of the existing paint and apply one coat of aluminum paint. After this paint coat is thoroughly dry, give the plate rail and all fittings one coat of aluminum paint as required for new metal plate guard rail.

The accepted quantities, measured as specified in this Section, will be paid at the contract price, per unit of measurement for the pay items listed, shown in the Plan proposal schedule. Payment will be full compensation for the respective work described in this Section. Payment will be made under:

Remove and Reconstruct Fence	Linear Foot
Remove and Reconstruct Guard Rail	Linear Foot

PERFORMANCE BOND

Know all men by these presents, that _____as PRINCIPAL, and _____ Corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of _____DOLLARS, ($_____), 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 Contractor on the following PROJECT:

IMHOFF BRIDGE EMERGENCY REPAIR PROJECT

has entered into a written CONTRACT (K-2122-59) 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___.

(Corporate Seal) (where applicable)

ATTEST:

_____

Corporate Secretary (where applicable)

Principal
Signed: _____
Authorized Representative
Title: _____

Address: _____

_____

Telephone: _____

(Corporate Seal) (where applicable)

ATTEST:

Surety: _____

Signed: _____
Authorized Representative

Printed:_____
Authorized Representative

Title: _____

Address: _____

Telephone: _____

CORPORATE 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, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

_____
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:
_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

CITY OF NORMAN

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

_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

STATUTORY BOND

Know all men by these presents that _____ as PRINICPAL, and _____, a corporation organized under the laws of the State of _____, 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 _____ DOLLARS ($_____), 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 Contractor on the following PROJECT:

IMHOFF BRIDGE EMERGENCY REPAIR PROJECT

has entered into a written CONTRACT (K-2122-59) 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: _____

Address: _____

_____

Telephone: _____

Statutory Bond No. B-2122-45
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Surety: _____

Signed: _____
Authorized Representative

Printed: _____
Authorized Representative

Title: _____

Address: _____

Telephone: _____

CORPORATE 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, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
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:

_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

CITY OF NORMAN

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

_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

CITY OF NORMAN

MAINTENANCE BOND

Know all men by these presents that _____, as Principal, and _____, a corporation organized under the laws of the State of_____, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of _____DOLLARS ($), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of_____DOLLARS($), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of 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 contractor on the following project:

IMHOFF BRIDGE EMERGENCY REPAIR PROJECT

has entered into a written CONTRACT (K-2122-59) 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.

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:

_____

Corporate Secretary (where applicable)

Principal
Signed:_____
Authorized Representative
Title: _____

Address: _____

_____

Telephone: _____

(Corporate Seal) (where applicable)

ATTEST:

Surety: _____

Signed: _____
Authorized Representative

Printed: _____
Authorized Representative

Title: _____

Address: _____

Telephone:_____

CORPORATE 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, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
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:
_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

CITY OF NORMAN

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

_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

Resolution

R-2122-40

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING HASKELL LEMON CONSTRUCTION COMPANY AS PROJECT AGENT FOR THE EMERGENCY REPAIR OF IMHOFF CREEK BRIDGE.

§ 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 Haskell Lemon Construction Company for the Emergency Repair of Imhoff Creek Bridge; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Haskell Lemon Construction Company 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, Haskell Lemon Construction Company to purchase materials which are in fact used for the Emergency Repair of Imhoff Creek Bridge; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Haskell Lemon Construction Company 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 14th day of September, 2021, did appoint Haskell Lemon Construction Company who is involved in the Emergency Repair of Imhoff Creek Bridge, as 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 Emergency Repair of Imhoff Creek Bridge.

PASSED AND ADOPTED THIS 14th day of September, 2021.

_____
Mayor

ATTEST:

_____
Deputy City Clerk

File Attachments for Item:

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $500,000 OF AMERICAN RESCUE PLAN ACT OF 2021 ENTITLEMENT FUNDS FROM THE SPECIAL GRANTS FUND BALANCE TO BE USED TO INCENTIVIZE COVID-19 VACCINATIONS.

Item 21

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Anthony Francisco

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $500,000 OF AMERICAN RESCUE PLAN ACT OF 2021 ENTITLEMENT FUNDS FROM THE SPECIAL GRANTS FUND BALANCE TO BE USED TO INCENTIVIZE COVID-19 VACCINATIONS.

BACKGROUND:

The City of Norman has been taking steps to reduce the spread of the Novel Coronavirus of 2019 (COVID-19) since early 2020. On March 13, 2020, Mayor Clark declared a State of Emergency amidst the public health pandemic being experienced worldwide. On March 9, 2021, the Council adopted Resolution R-2021-102, appropriating reimbursement funds disbursed to the City of Norman from the federal Coronavirus Aid, Relief and Economic Security Act for a COVID-19 vaccination program in targeted areas of the city.

On March 11, 2021, the United States Federal Government enacted the $1,900,000,000,000 American Rescue Plan Act of 2021 (ARPA), “to speed up the United States’ recovery from the economic and health effects of the COVID-19 pandemic and the ongoing economic recession”. Specific funding of approximately $350,000,000,000 was made available in the ARP Act to state, county and city governments and tribal nations in “Coronavirus State and Local Fiscal Recovery Funds. As a Community Development Block Grant entitlement city, Norman will receive approximately $22,225,000 in ARPA funding in two payments. The City of Norman applied for and received its first ARPA payment, of $11,122,771 on May 19, 2021 (a second entitlement payment can be expected in May, 2022).

In the July 27, 2021 meeting, the Council approved Resolution R-2122-128, appropriating $9,500,000 in ARPA entitlement funds toward the construction of the Emergency Operations and Communications Center.

In the August 10, 2021 Council Conference, discussion was had and a consensus gained to implement further vaccination programs, with financial incentives for Norman residents to become fully vaccinated against COVID-19. Discussion centered on providing funds for gift certificates to local businesses to encourage residents to become inoculated against COVID at vaccination sites coordinated by the Cleveland County Health Department. The City will

coordinate the gift certificates with the Norman Chamber of Commerce. Further incentives will be sought from local businesses and the University of Oklahoma for individuals who get vaccinated, or receive "booster shots" at the City/County sites. Further, the vaccination program will include a "lottery" or "raffle" with a grand prize of $25,000 for fully vaccinated individuals, coordinated by the Norman Chamber of Commerce.

DISCUSSION:

The United States Department of the Treasury has issued guidelines for eligible uses of American Rescue Plan Act funds in an "Interim Final Rule". Five categories of eligible expenditures are discussed in guidelines:

- Support Public Health Response
- Replace Public Sector Revenue Loss
- Water, Sewer and Broadband Infrastructure
- Address Negative Economic Impacts
- Premium Pay for Essential Workers

In the Interim Final Rule's guidelines for eligible uses of ARPA funds for Supporting Public Health Response, specific mention is made of "services to contain and mitigate the spread of COVID-19, including vaccination….." CARES Act and ARPA entitlements have been used by several states and local jurisdictions for vaccination incentive programs such as the Council has discussed.

To enact Council's direction to use ARPA entitlement funds for the proposed vaccination incentive programs, $500,000 was proposed to be appropriated from the Special Grants Fund, ARPA (22-11017) to ARPA, Miscellaneous Services-ARPA Incentives (Account 22110303-44730). This appropriation item was postponed on August 24, 2021 to September 14, 2021 to ensure staff has more time to develop the program and address concerns about conducting a raffle. The attached document titled "R-2122-34 Amendment by Substitute – Vaccine Incentive Program" is proposed for Council's adoption as a wholesale amendment to the previous resolution. Attached to the substitute resolution is an outline of the vaccine program developed by Staff in coordination with Immuno-mycologics ("IMMYLabs").

RECOMMENDATION:

Staff recommends that Council amend Resolution R-2122-34 by substituting the attachment titled "R-2122-34 Amendment by Substitute – Vaccine Incentive Program", adopt said substitute resolution, and appropriating $500,000 in City of Norman ARPA entitlement funds to implement COVID-19 vaccination Incentive Programs.

Resolution

R-2122-34

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $500,000 OF AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) ENTITLEMENT FUNDS FROM THE SPECIAL GRANTS FUND BALANCE TO BE USED TO INCENTIVIZE COVID-19 VACCINATIONS.

§ 1. WHEREAS, the City of Norman has been taking steps to reduce the spread of the COVID-19 since early 2020; and

§ 2. WHEREAS, the City of Norman was awarded $22,500,000 in ARPA funding and has received the first payment of two payments in the amount of $11,122.771; and

§ 3. WHEREAS, on August 10, 2021, City Council discussed in City Council Conference and agreed to implement further vaccinations programs with financial incentives for Norman residents to become fully vaccinated against COVID-19; and

§ 4. WHEREAS, discussion centered on providing funds for gift certificates to local businesses to encourage residents to become inoculated against COVID-19 at vaccination sites coordinated by the Cleveland County Health Department; and

§ 5. WHEREAS, the vaccination program will include a "lottery" or "raffle" with a grand prize of $25,000 for fully vaccinated individuals.

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

§ 6. WHEREAS, based on Council's direction, it is recommended that $500,000 be appropriated from the Special Grants Fund Balance to the following account:

Account Name	Losing Account	Gaining Account	Amount
ARPA Miscellaneous Services-ARPA Incentives	22-11017	22110303-44730	$500.000

PASSED AND ADOPTED this 24th day of August, 2021.

ATTEST: _____ Mayor

_____
City Clerk

Substitute by Amendment
R-2122-34

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $500,000 OF AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) ENTITLEMENT FUNDS FROM THE SPECIAL GRANTS FUND BALANCE TO BE USED TO INCENTIVIZE COVID-19 VACCINATIONS.

§ 1. WHEREAS, the City of Norman has been taking steps to reduce the spread of the COVID-19 since early 2020; and

§ 2. WHEREAS, the City of Norman was awarded $22,500,000 in ARPA funding and has received the first payment of two payments in the amount of $11,122.771; and

§ 3. WHEREAS, on August 10, 2021, City Council discussed in City Council Conference and agreed to implement further vaccinations programs with financial incentives for Norman residents to become fully vaccinated against COVID-19; and

§ 4. WHEREAS, discussion centered on providing funds for gift certificates to local businesses to encourage residents to become inoculated against COVID-19 at vaccination sites coordinated by the Cleveland County Health Department; and

§ 5. WHEREAS, the vaccination program was anticipated to include a grand prize of $25,000 for fully vaccinated individuals; and

§ 6. WHEREAS, City Council postponed consideration of Resolution R-2122-34 on August 24, 2021 and requested Staff to develop in more detail a vaccine incentive program; and

§ 7. WHEREAS, Staff has worked with community partners to develop a vaccine incentive program for Norman that leverages local resources and focuses on reaching populations with lower vaccination participation, a detailed description of which is attached hereto as Exhibit A; and

§ 8. WHEREAS, City Council desires to move forward with the attached plan and substitute this Substitution Resolution R-2122-34 for the resolution originally considered on the August 24, 2021 agenda and postponed to this date.

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

§ 9. WHEREAS, based on Council's direction, it is recommended that $500,000 be appropriated from the Special Grants Fund Balance to the following account:

Account Name	Losing Account	Gaining Account	Amount
ARPA Miscellaneous Services-ARPA Incentives	22-11017	22110303-44730	$500.000

PASSED AND ADOPTED this ____ day of September, 2021.

_____
ATTEST: Mayor

_____
City Clerk

EXHIBIT A
City of Norman Vaccine Incentive Program

Objective:	Provide multiple convenient opportunities over a 60-day period for residents to get vaccinated against COVID-19 with their choice of the Moderna or Pfizer vaccination, including first, second and booster shots and incentivize these shots by providing advertising, gift cards benefiting local businesses, and other enhancements to boost participation.
Vaccine Pods:	The City will partner with Immuno-mycologics ("IMMYLabs") to provide vaccine pods on eight Sunday's during the months of October and November at pre-determined locations. Businesses, apartment complexes, and churches may request to host a vaccine pod. IMMYLabs will provide these pods at no cost to the City. The City will support these pods by using up to $20,000 in ARPA funds to market and advertise the pods and for other incentives to assist in increasing participation, such as free food trucks at the event site.
At-Home Vaccine Administration:	IMMYLabs will provide three hours of appointments one day per week during the months of October and November to make vaccination available to those who may not otherwise be able to access the vaccine. The City will work with United Way of Norman and other non-profits in Norman to advertise this service and identify individuals who desire to be vaccinated in their home. ARPA funds will be used to pay IMMYLabs for each vaccine administered through this portion of the program at a rate of $132 per dose administered, not to exceed $50,000.
Employee Vaccinations:	IMMYLabs will offer mini-pods, offering first, second and booster vaccinations (if eligible) for COVID-19 at any location on the City of Norman campus, provided at least twenty vaccine appointments must be made for such mini-pod to be scheduled. IMMYLabs will provide this service at no cost to the City. The City will provide $250 to every employee who can provide proof of full vaccination (one dose of the Johnson & Johnson vaccine or two doses of either the Pfizer or Moderna vaccines) by November 30, 2021. Additional incentives based on departmental participation may be developed. The total amount for Employee Vaccinations will not exceed $250,000. Funds for already vaccinated employees will ultimately be provided

from other sources of revenue once the final dollar figure is identified to ensure ARPA compliance.

Gift Card Program: Gift cards in the amount of $25 each will be provided to anyone who is vaccinated or receives a booster at a vaccine pod, vaccine mini-pod, or at-home as provided herein. Gift cards will be for businesses that are headquartered in Norman, have locations primarily in Norman, or are locally owned. The maximum amount available for the gift card program is $180,000.

File Attachments for Item:

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2021-115: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTH HALF OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, AND PART OF THE SOUTHEAST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE FUTURE URBAN SERVICE AREA DESIGNATION AND PLACE THE SAME IN THE CURRENT URBAN SERVICE AREA DESIGNATION. (1/2 MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.)

Revised Item 21

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Lora Hoggatt, Planning Services Manager

PRESENTER: Jane Hudson, Director of Planning and Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2021-115: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTH HALF OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, AND PART OF THE SOUTHEAST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE FUTURE URBAN SERVICE AREA DESIGNATION AND PLACE THE SAME IN THE CURRENT URBAN SERVICE AREA DESIGNATION. (1/2 MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.)

SUMMARY OF REQUEST: The applicant is proposing a Preliminary Plat for Eagle Cliff West Addition that contains 151.48 acres to develop 147 single-family lots. The companion application is for a rezoning from A-1, General Agricultural District, and A-2, Rural Agricultural District, to R-1, Single-Family Dwelling District.

The current NORMAN 2025 Land Use and Transportation Plan designation is Future Urban Service Area for Low Density Residential and the applicant is requesting a change to Current Urban Service Area for Low Density Residential.

STAFF ANALYSIS: The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

This area of Norman is serviced by an existing lift station and the improvements for the lift station were approved by City Council in March 2006. The City of Norman Utilities Department confirmed that the lift station currently has the capacity to serve the proposed new development for an additional 147 single-family lots.

The request to bring this development into the Current Urban Service Area for Low Density Residential will not result in adverse land use or traffic impacts. The surrounding area is similar in character to this request.

> ***<u>Growth Area Boundary Changes</u>- The Growth Area boundaries are approximate, and may be modified slightly as a result of detailed engineering or topographic studies at the time of application for a designation changes. Such minor adjustments are not considered to be formal Plan amendments.***
>
> ***The following criteria shall apply and set requirements for changes in Growth Area Boundaries:***
>
> ***Change from Future Urban Service Area (FUSA) to Current Urban Service Area (CUSA)***
>
> 1. ***The area proposed for change is contiguous to the Current Urban Service Area and constitutes a logical and cohesive service area expansion; and***
> 2. ***The request for amendment demonstrates that the subject area has been provided, or will be at the time of development, with complete infrastructure systems. At a minimum, these systems will consist of:***
>   a. ***Additional sanitary sewer collection and treatment capacity needed to serve the expanded area,***
>   b. ***Water service with adequate pressure for fire-fighting,***
>   c. ***Adequate storm drainage to insure that the proposed development will not create downstream drainage problems, and***
>   d. ***Access to at least one arterial street connecting the subject area to the Current Urban Service Area.***

The removal of this tract from Future Urban Service Area and placing it in the Current Urban Service Area is possible through the use of the existing sanitary sewer Lift Station – the contract for this agreement is also on your agenda tonight. City water is available to serve the proposed development. Access to Cedar Lane and 12th Avenue SE also provides access to State Highway No. 9 as well as Classen Boulevard.

CONCLUSION: Staff forwards this request for a NORMAN 2025 Land Use and Transportation Plan amendment and Resolution R-2021-115 to City Council for your consideration.

At their meeting of May 13, 2021, Planning Commission unanimously voted against a motion to recommend adoption of Resolution No. R-2021-115 to City Council, by a vote of 0-7.

RESOLUTION NO. R-2021-115 ITEM NO. 10a

STAFF REPORT

ITEM: Shaz Investments, L.L.C. requests amendment of the NORMAN 2025 Land Use & Transportation Plan from Future Urban Service Area to Current Urban Service Area for approx. 41.46 acres of property generally located ½ mile south of Cedar Lane Road on the east side of Jenkins Avenue and extending southeast to 12th Avenue S.E.

SUMMARY OF REQUEST: The applicant is proposing a Preliminary Plat for Eagle Cliff West Addition that contains 151.48 acres to develop 147 single-family lots. The companion application is for a rezoning from A-1, General Agricultural District, and A-2, Rural Agricultural District, to R-1, Single-Family Dwelling District. The current NORMAN 2025 Land Use and Transportation Plan designation is Future Urban Service Area for Low Density Residential and the applicant is requesting a change to Current Urban Service Area for Low Density Residential.

STAFF ANALYSIS: For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

1. ***Has there been a change in circumstances resulting from development of the properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest?***

   This neighborhood has been developing since the early 1980's with the first Eagle Cliff Additions developing along Cedar Lane. Since that time, Eagle Cliff has continued to develop single-family homes with each addition extending to the south. The last approved plat, land use amendment and rezoning for Eagle Cliff Addition was approved by City Council in 2019.

   On the east side of 12th Avenue S.E., across the street from this site, several development proposals have been approved by City Council for single-family development as well as a rezoning for a senior living center. The southeast corner of Cedar Lane and 12th Avenue S.E. was approved for commercial land use and rezoned to C-1, Local Commercial District, in 2006.

   North of Cedar Lane on 12th Avenue S.E. there have been two multi-family/student housing residential Planned Unit Developments approved by City Council within the last 10 years.

The properties in the general vicinity have been developing over the last 20 years; there are single family and multi-family developments and commercial development in the general vicinity.

This area of Norman is serviced by an existing lift station and the improvements for the lift station were approved by City Council in March 2006. The City of Norman Utilities Department confirmed that the lift station currently has the capacity to serve the proposed new development for an additional 147 single-family lots.

This proposal will not be contrary to the public interest; it is similar in nature to the existing surrounding development and the water, sewer and roads have the capacity to be expanded and extended.

2. ***Is there a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity?***

The request to bring this development into the Current Urban Service Area for Low Density Residential will not result in adverse land use or traffic impacts. The surrounding area is similar in character to this request.

Access for this development will be off existing streets in Eagle Cliff South and the interior streets will connect to existing interior streets.

CONCLUSION: Staff forwards this request for a NORMAN 2025 Land Use and Transportation Plan amendment and Resolution R-2021-115 to Planning Commission for your consideration.

R-2021-115

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE TWO TRACTS OF LAND IN THE SOUTH HALF (S/2) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), IN CLEVELAND COUNTY, OKLAHOMA, FROM THE FUTURE URBAN SERVICE AREA DESIGNATION AND PLACE THE SAME IN THE CURRENT URBAN SERVICE AREA DESIGNATION. (GENERALLY LOCATED ONE HALF MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.)

§ 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and

§ 2. WHEREAS, the City Council at its meeting of November 16, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan, with an effective date of December 16, 2004; and

§ 3. WHEREAS, Shaz Investments, L.L.C. has requested that the following described property be moved from the Future Urban Service Area Designation and placed in the Current Urban Service Area Designation for the hereinafter described property, to wit:

West Portion

A tract of land situated within of the South Half (S/2) of Section Seventeen (17), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.) in Cleveland County, Oklahoma, more particularly described as follows:

BEGINNING at the Northeast corner of the Southwest Quarter (SW/4) of said S/2; thence S00°08'09"W along the East line of said SW/4 a distance of 870.02 feet; thence N89°42'36"E a distance of 582.94 feet; thence S09°32'07"E a distance of 100.00 feet; thence S25°09'04" W a distance of 278.61 feet; thence N75°07'27"W a distance of 120.59 feet; thence S89°42'36"W a distance of 112.51 feet; thence N51°26'50"W a distance of 156.01 feet; thence S38°33'10"W a distance of 110.00 feet; thence N51°26'50"W a distance of 415.08 feet; thence S38°33'10"W a distance of 135.07 feet; thence S58°28'43"W a distance of 80.56 feet; thence N83°39'24"W a distance of 213.22 feet; thence N88°27'11"W a distance of 112.71 feet; thence N68°15'49"W a distance of 70.27 feet; thence N61°45'58"W a distance of 129.99 feet; thence N55°16'07"W a distance of 487.84 feet; thence N27°38'03"W a distance of
120.51 feet; thence N00°00'00"E a distance of 557.17 feet to a point on the North line of said SW/4; thence N89°36'41"E along said North line a distance of 1379.29 feet to the POINT OF BEGINNING.

Said tract contains 1,466,031 Sq Ft or 33.66 Acres, more or less.

TOGETHER WITH:

East Portion

A tract of land situated within a portion of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.) in Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the Northwest corner of said SE/4; thence S00°08'09"W along the East line of said SW/4 a distance of 1588.00 feet; thence S89°51'51"E a distance of 793.36 feet to the POINT OF BEGINNING; thence N36°43'32"E a distance of 374.35 feet; thence S46°19'31"E a distance of 93.70 feet; thence N89°42'36"E a distance of 186.01 feet; thence S43°41'55"E a distance of 137.65 feet; thence N89°42'36"E a distance of 311.95 feet; thence S00°17'24"E a distance of 417.60 feet; thence S89°43'50"W a distance of 303.31 feet; thence N81°35'20"W a distance of 223.49 feet; thence N43°03'15"W a distance of 93.54 feet; thence N58°57'50"W a distance of 348.42 feet to the POINT OF BEGINNING.

Said tract contains 339,907 Sq Ft or 7.80 Acres, more or less.

Total tract contains 1,805,938 Sq Ft or 41.46 Acres, more or less.

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

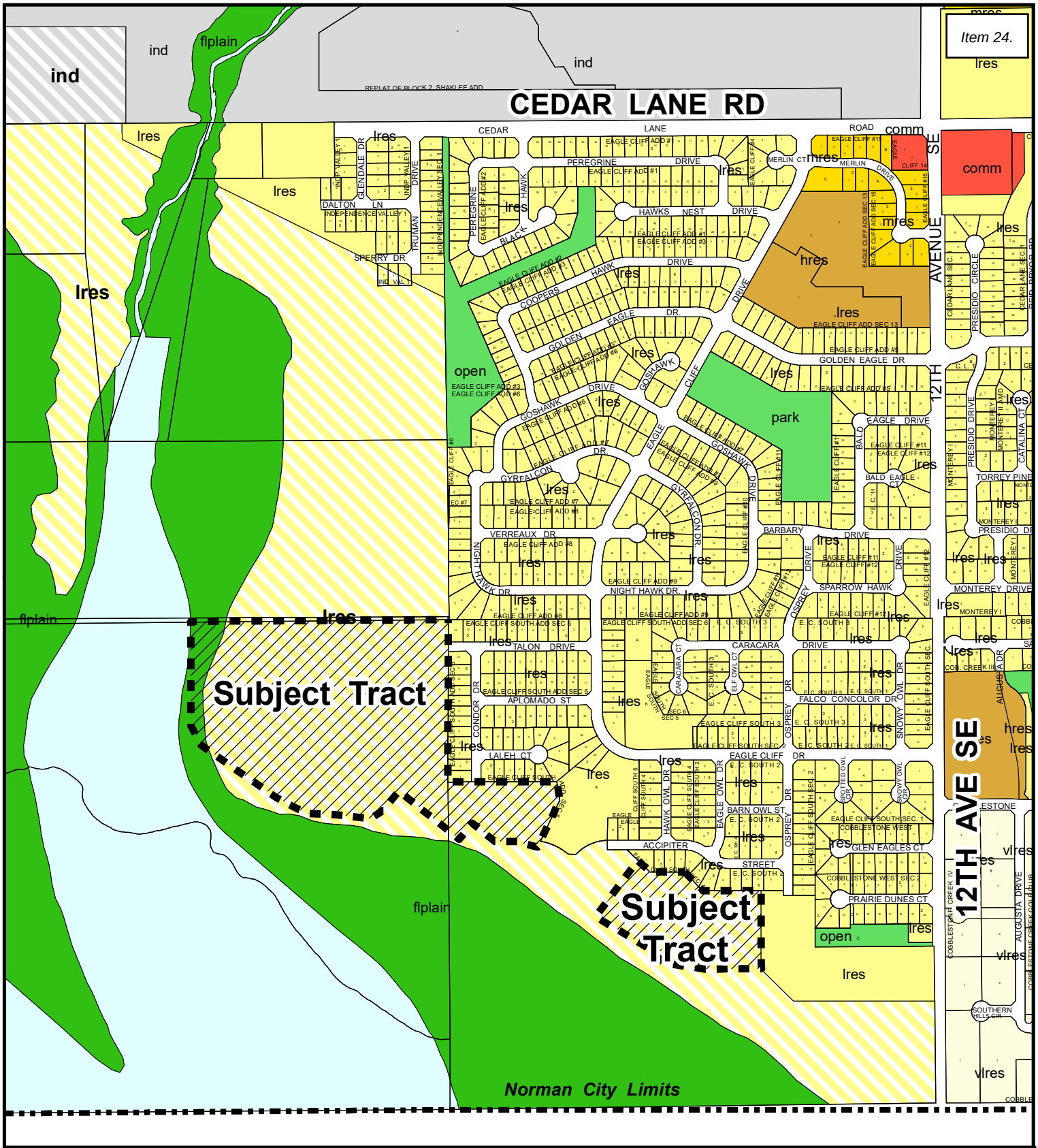
§ 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that the requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this _____day of _____, 2021.

_____
(Mayor)

ATTEST:

_____
(City Clerk)



Norman 2025 Land Use Plan

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

N W E S

April 19, 2021

Subject Tract

0 350 700 Ft.

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City of Norman Predevelopment **April 22, 2021**

Applicant: Shaz Investments, L.L.C.

Project Location: West of 12th Avenue SE approx. ¾ mile south of Cedar Lane Road

Case Number: PD21-14

Time: 6:00 p.m.

Applicant/Representative
Kendall Dillon, Crafton Tull

Attendees
This was a virtual meeting on Zoom. The following attendees were in person and via Zoom.
Sonja Potts
Kevin Potts
Allyson Wilson
David Seamans
ECS
Ellie Hartley
Michael Eilts

City Staff
Jane Hudson, Planning and Community Development Director
Lora Hoggatt, Planning Services Manager
Beth Muckala, Assistant City Attorney
Todd McLellan, Development Engineer

Application Summary
The applicant is requesting a preliminary plat, rezoning from A-1, General Agriculture, and A-2, Rural Agriculture, to R-1, Single-Family Dwelling, and a NORMAN 2025 Land Use Amendment from Future Urban Service Area to Current Urban Service Area.

Neighbor's Comments/Concerns/Responses
Neighbors voiced many concerns regarding drainage and stormwater controls. The previous Eagle Cliff development has experienced erosion problems and wanted to know what solutions are proposed for the new subdivision. Neighbors asked about traffic on Osprey and expected traffic from the new development. Neighbors asked about plans for the existing trees on the property.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

MAY 13, 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, and via video conference, on the 13th day of May, 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 6:34 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT (via video conference)	Sandy Bahan Lark Zink Dave Boeck Michael Jablonski Erin Williford Steven McDaniel Erica Bird
MEMBERS ABSENT	Nouman Jan Mark Daniels

A quorum was present.

STAFF MEMBERS PRESENT (in person, except as noted)	Jane Hudson, Director, Planning & Community Development Roné Tromble, Recording Secretary Bryce Holland, Multimedia Specialist Beth Muckala, Asst. City Attorney (video) David Riesland, Traffic Engineer Todd McLellan, Development Engineer

* * *

Item No. 10a, being:
R-2021-115 – SHAZ INVESTMENTS, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN FROM FUTURE URBAN SERVICE AREA TO CURRENT URBAN SERVICE AREA FOR APPROXIMATELY 41.46 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.

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

Item No. 10b, being:
O-2021-44 – SHAZ INVESTMENTS, L.L.C. REQUESTS REZONING FROM A-1, GENERAL AGRICULTURAL DISTRICT, AND A-2, RURAL AGRICULTURAL DISTRICT, TO R-1, SINGLE FAMILY DWELLING DISTRICT, FOR APPROXIMATELY 41.46 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
4. Pre-Development Summary

Item No. 10c, being:
PP-2021-11 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHAZ INVESTMENTS, L.L.C. (CRAFTON TULL & ASSOCIATES) FOR EAGLE CLIFF WEST ADDITION FOR APPROXIMATELY 151.48 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Request for Variance – length of cul-de-sac
6. Pre-Development Summary

PRESENTATION BY STAFF:
1. Jane Hudson reviewed the staff report, a copy of which is filed with the minutes. We did receive protests which amounted 40.4% for these areas shown in pink.

2. Mr. Jablonski – Can you tell me about this floodplain and what kind of floodplain is it? And is the classification realistic? One of the protests points out that, because of inappropriate stormwater management, that the area has been holding a lot more water than it historically did, and that concerns me.

Todd McLellan – Yes, Commissioner. I'm the Development Engineer for the City of Norman. The floodplain you're referring to, that's the Canadian River and Bishop Creek floodplain and it's currently zoned AE which means that there's base flood elevation data for that area. There was a detailed study by FEMA. The last time the map was updated was 2008 so there may be additional water ponding up and building up down there, and that's probably due to the upstream development. As far as I know, there are no plans to update the maps, although we've been requesting that the Bishop Creek floodplain map be updated. Right now, because of funding, that hasn't been done.

3. Ms. Bird – Jane had mentioned that the staff had recommended the fee in lieu of the detention ponds. Can I have some more explanation as to why that recommendation happened on this particular project?

Mr. McLellan – Sure, Commissioner, I'll be happy to explain it. The way that works is when we have development near the rivers we like to do fee in lieu of detention because not providing detention during a storm allows the runoff to get out of the developed area quicker than if we did do detention. We want it to get out there quicker before the peak flow from Bishop Creek comes down the stream. Therefore, by getting it out there, we have less flooding when we get it out there ahead of time. I believe the area of Bishop Creek – the total drainage area – is very large; it's approximately 6,700 acres. So during a large event we have quite a peak flow coming down the creek. By doing fee in lieu of detention, we get the water from this development out headed toward the river and the creek faster than if we did do detention. It reduces the flooding potential by not combining with the peak flow coming down Bishop Creek.

4. Mr. Boeck – I guess that would be my big question here. Obviously, we're at the end of Norman – this is the end of the City of Norman boundary here, and the river runs through here and Bishop Creek. There's been lots of concerns of Bishop Creek when you get up to, like, Lindsey and north of Lindsey, and actually down into Sherwood Forest and those areas, because of all the development that's gone on, and the City deals with that on a continual basis. But I guess the question I have is where do I see the concern from some comment from some protest was in terms of flooding, but I'm not sure where the concern for flooding would be in these residential neighborhoods, because, again, this is at the end of Norman. This is the end of development for this part of the river and creek. So what's the concern?

Mr. McLellan – You have to ask the protestors, but I believe the main concern is that, by developing, they're getting more volume of water and ...

Mr. Boeck – Who is "they" and where are "they"? I don't see how that's a problem, looking at this site development plan.

Mr. McLellan – They're here. They're in the audience, and I think they plan on speaking after the presentation.

5. Ms. Williford – When you talk about getting rid of the detention ponds in lieu of a fee, have you looked at where that storm water goes? Because it doesn't go directly to the river. It travels through someone else's property. So how does the City determine what is an acceptable method of where that water goes, and potentially floods, when it's not going directly to the river?

Mr. McLellan – Well, the applicant has to submit a drainage report as part of the preliminary plat submittal. We review the data and see how much water is coming down and what the flow paths are. You are correct. It has to cross some property to the south before it gets to the creek and the river. There are concerns by the property owners that there will be additional erosion because of the water. But we feel by doing fee in lieu of detention that it will reduce the risk of flooding because this water will be out toward the creek and the river before the peak flows of Bishop Creek get down this far.

Ms. Williford – Forgive me for not knowing this answer – I probably should, so I apologize – but where do the fees go, and how are they used?

Mr. McLellan – Well, the fees are collected by the City and they're used on future projects – future storm water projects.

Ms. Williford – So they're not used in any way to help the properties that are damaged by this water draining into their property, or other detention ponds for this water that are flooding down.

Mr. McLellan – That is true, they're usually not used on private property; they're used on storm water infrastructure projects.

Ms. Williford – So correct me if I'm wrong. So developers pay a fee to not put in drainage – detention ponds, and then the money is used elsewhere so developers can not build these

ponds, water just runs downward off their property to somewhere else, and then the City uses it for further development and/or storm water usage.

Mr. McLellan – Yes, that's the idea. Yes.

Ms. Williford – That doesn't make sense to me.

Mr. McLellan – Again, it has to do with trying to reduce the flooding potential. Now, we're not opposed to the applicant if they want to do detention. We not opposed to it, we're just saying if they do it they're probably increasing the risk of flooding potential for the people on Bishop Creek.

Ms. Williford – Does it cost the developer less money to pay the fee or to build the detention pond?

Mr. McLellan – You would have to ask the applicant and the developer that question. Current fee is they pay fourteen cents per square foot of additional impervious area they are adding.

6. Ms. Bird – I'm sorry, I don't know if I heard Commissioner Boeck's question getting answered as far as to who the flooding concern was. I apologize if that was answered. But when you're talking about the increased risk of flooding, could you just clarify who – you said the people along Bishop Creek that would have increased flooding? Or who would be affected by this increased flooding?

Mr. McLellan – Well, it would be people upstream along Bishop Creek that could be affected.

7. Mr. Jablonski – I have a question not about the flooding or the storm water management, but about parks. Did I miss that? We were supposed to get an update from the City about parks and I didn't see that.

Ms. Hudson – That was a fee in lieu of for parks.

Mr. Jablonski – And, correct me if I'm wrong, there was also a fee in lieu of parks the last time that they developed in that area? Is that right?

Ms. Hudson – I do not know that. I did not check that. I just got the vote for this item that went to the Park Board. I'm hearing that there was no park land required, so they did fee in lieu of last time, yes.

Mr. Jablonski – Thank you. Can you tell me where the closest parks are and what the access is like in terms of walking access to those parks or greenspace also?

Ms. Hudson – There's the large park that's up north in Eagle Cliff. I couldn't tell you the exact location. It's closer to Cedar Lane. To my knowledge, there is not another park within the Eagle Cliff subdivision, but the one that is up there is a very large park. It's south of the commercial, then you have the duplexes, then you have the apartment complex, so it's a good quarter of a mile back in from Cedar Lane. I'm trying to look at a map in this room.

Mr. Jablonski – I'm just trying to eyeball it myself right now, and it looks like it's maybe a half mile walk, if I had to guess, from houses in that new development. But someone can correct me.

8. Ms. Williford – Is the fee in lieu of for parks the same as the fee in lieu of for detention ponds?

Ms. Hudson – The fee in lieu will go to the area parks. There's a determination from Parks Board where they would utilize that funding, is my understanding. Part of it could go to the Eagle Cliff Park. It depends, I guess, if it was a neighborhood park fee or if it was a community park fee – whatever their designation was. I believe they can designate how that goes. I'm sorry I don't have anybody from Parks Board. I don't want to tell you the wrong thing, but I believe that's how they designate that funding.

Ms. Williford – Jane, do you happen to know if it's also fourteen cents? Or do you know the price that they pay?

Ms. Hudson – I do not. I'm sorry. I can find out and send you guys an email and let you know.

Ms. Williford – I'm just curious.

Ms. Zink – I wanted to respond to Commission Jablonski's comment. I used to live in the neighborhood, and the park is probably closer to a mile away.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, representing the applicant (via video) – I'm going to try to answer all those questions; I think I can. First, I'm going to dive into some of these questions first and then I'll take you through the presentation. Parkland – you see the PL right there and R-1 right here. The main park – the subject tract down here that Jane showed you. The subject tract, first I want to say, is an outline of the entire preliminary plat. We've talked about this before a little bit, but preliminary plats are a large area sometimes because you have to plat the whole common ownership. That's not the area that the homes are going to go into. The homes are in a much smaller area, and I'll show you that in just a moment. But they basically are pocketed up in here and over here. The main park for Eagle Cliff Addition is right up here. So to answer the Commissioners' questions about access, you would likely come down the sidewalks. All of these areas must have sidewalks. So you would come down the sidewalks down into this area over here and then down over to here. As far as parkland dedication, this is all pretty structured in the preliminary platting guidelines, so it's a function of preliminary platting. And the way it works on developments is the developer has to do one of three things. They have to either pay fee in lieu of for a park, or they have to provide private parkland dedication, or they have to provide a public park. If they do a public park, then that is factored by population; it's a structured calculation in the ordinance of the City of Norman. They determine the population planned for the plat being done, so you would take the population of these homes, probably times 2.3 persons per household, which is the U.S. Census figure, and you would determine the population. Then there is a standard per square foot of person per park. So this is all pre-calculated; we don't determine any of this. It's all in the ordinance. So then the park gets determined – the public park size gets determined by that. What happens functionally is, when you're doing small sections – small additions like this – that calculation ends up being a pretty small park, and so what you oftentimes find is the Board of Park Commissioners or the staff of Parks Board – and congratulations to Judd Foster for his retirement this past week – usually they desire to basically have a fee in lieu of because they don't want a tiny park, because tiny parks become a maintenance problem for them to go out and mow and maintain every little bitty park all over the City. So a lot of times, in situations like this where there's a main park for the neighborhood, oftentimes they will actually collect monies for each addition, each section that comes in, and then use those monies to basically augment or enhance the existing park. As to value – somebody asked the question what is the price of the fee in lieu of – the Parks Department determines that price based on fair market value of typically floodplain land, because most parks are, a lot of times, in floodplain or open areas, and that's the price used per square foot at an equivalent rate of the public parkland. I hope that makes sense. That's a long explanation, but that's how parkland works in platting. It's a function of platting, not of zoning, not of land use, so it's very rudimentary and calculated in the platting ordinances. So these, which would be relatively small additions as compared to the whole, are planned for fee in lieu of and likely, a lot of times, they use those fees to enhance the neighborhood park. So that's the area.

Let me continue on. I'm going to address all the storm water questions, too, as we get deeper into this presentation. So this is the area, Cedar Lane Road down here, 12th Avenue S.E., Cobblestone, if you're familiar with Cobblestone, is right over here. And Eagle Cliff is the addition that has been a continuation of an addition over many years now, really a very long time – over decades really, as it's just continued to grow south. The general orientation as the general area is looking – this is Highway 9 across the top. This is 12th Avenue coming down here. This is Cedar Lane right here. This is Jenkins over here and the wastewater treatment plant right here, the animal shelter, those things. There's not a connection right now with Cedar – someday that could happen. But the land we're looking at – again, preliminary plat layout is this whole area down here. The actual homes layout is quite a lot smaller, and I'll show you that as we get into it. This is all the Eagle Cliff Addition right here, a continuation as the market has absorbed

this addition, homes are added to it. This is the actual area, again, of the preliminary plat we're talking about, not the particular layout of the homes. This big swath you see going through is a power transmission line that's kept clear. And then the lift station – this is an important little element right there, but that is the lift station that is in place right now to carry the sanitary sewer service for this neighborhood on over to the wastewater treatment plant, which is over here.

So tonight on your agenda is really mostly a preliminary plat. The first two items on your agenda are what we call an amendment of the Future Urban Service Area to the Current Urban Service Area on 2025. You don't see a lot of these very often, because they just are the peripheral developments. This one we haven't had in a while, but this is basically saying we now have utilities to serve it and so it gets transferred in. The rezoning you are seeing is to rezone to R-1, and then the preliminary plat is the mechanics of creating the lots and the block and the development. So I'm going to take you through each one of those, one by one.

The urban service area – 2025. Again, we don't see a lot of these, but what this is – and it's probably hard to see on screen right there – but that is striped. This light yellow area right there is striped, and if I was to show you the actual printed map of 2025, it has areas that are striped, and they're striped in a particular color for a reason. The stripe means that that is future service area, meaning services of water and sewer, and the colors means – so the stripe is future – the color of the stripe is what 2025 as adopted policy said we want it to become when services become available to it. So what this is doing is doing exactly that. So we now have services – we have water and sewer to these locations, and so the developer has requested to now put them into Current Urban Service Area, which is what we're asking right there.

The proposed rezoning to R-1 and the Current Service Area, we are simply asking you to take off the stripes, in effect is what we're doing. Take off the stripes and make it yellow, just like the rest of the area is yellow. So that's what the 2025 Plan change is doing. In order to do that, you have to do things. You have to show that we have public facilities – water and sewer – that they're in place and can serve the development, or will be at the time of development. I showed you that lift station right down here. That's what will serve the sanitary sewer, and water is all right at the periphery as well. So we've satisfied that condition. The second condition is actually pretty similar. It just says the development basically won't exceed sewer capacities is what this basically says. City staff has written in their staff reports that this is well within the capacities of the sewer plant. So with those two criteria satisfied, we can shift that into Current Urban Service Area now. Here is the staff report that says since the adoption of 2025 the necessary public facilities have been established. This is the staff report that says that we have the capacity to be expanded to serve this development. Water and sewer is available. These are the staff words, not ours. It goes on to say this will not result in adverse land use or traffic impacts, which, again, you wouldn't think there would be any way to do that, because we are transitioning exactly into the use that the policymakers in 2025 asked us to transfer into. So we're not changing, for instance, that to red or orange or deep yellow or anything like that. We're just turning it right into exactly what the policymakers asked us to turn it into.

I don't think I've ever shown you guys this before, but 2025 is a big book. There's a big book with 2025 that accompanies the map. It actually addresses Future Urban Service Areas, and it's kind of applicable to the one we're doing tonight. It actually talks about infrastructure requirements. Not all portions of it will be able to develop to urban densities. It gives us an instruction – it says the need to prevent development at less than urban densities from occurring in those areas in the interim. In order to insure that development at less than urban densities does not occur, City Council will continue the policy that does not allow for these areas to be rezoned to Residential Estate. What that's telling you is that Residential Estate is the two-acre lots. So what that paragraph is saying is they don't want you to change this to agricultural or Residential Estates; they want you to take it into urban densities, which is what the rest of the neighborhood is. So the policy is to take off the stripes, turn it into yellow and make it R-1, Single Family, and that's what we're proposing tonight. Staff notes that the last approved plat, which is basically exactly what we're asking for tonight in terms of policy, was approved just two years ago in 2019. So the land use change is just taking off the stripes, make it Current, make it the same use that policy asks for. The rezoning is to change to A-1 and A-2 to R-1, again, just like

2025 asks us to do. This yellow over here is R-1. So 2025 is saying we want you to go to R-1, and that is exactly what we're asking you to do tonight. So the rezoning request fits exactly within the 2025 Plan to move these to R-1. And what is R-1? I think usually we're sitting in front of you with PUDs. You're familiar with PUDs, and we do PUDs because we want to change a setback, or we want to change a height, or we want to change a coverage area. This developer – pretty unique any more, really – is choosing to not change anything. They just want straight R-1, and R-1 is right out of the Zoning Code – it's right here, and you see all these yellow areas, all over the City – you can see basically the older areas. This is OU right here – I-35 – that whole area is yellow. That's the same thing we're zoning into tonight is R-1. So nothing different – no PUD – no changes. We just simply want to do what 2025 has suggested we do and take it straight into R-1. So the rezoning is very simple, really, in that we're seeking straight R-1, which means we carry in with it the exact policies of the City of Norman as to density, as to pervious coverage, as to drainage, as to landscaping – all of that. We're not modifying any of it. We're just saying take us straight into R-1. Staff report finds that there will be no negative impacts to the surrounding area and there's close proximity to the access to major arterials and everything else. So it really is an extension of the existing developments, totally in keeping with 2025, and totally using the existing R-1 ordinance. So the big part of this request really is preliminary plat, in that the uses are basically in line with the policy of the City 2025 and zoning, and so the plat, which also is more of a ministerial function typically, is just creating the actual lots and streets and blocks. When we plat, we have to follow what's called the Engineering Design Guidelines of the City. In fact, those are being updated right now. In fact, we all went to a meeting last week that was to update the Engineering Design Guidelines, and that will be ongoing now for the next year or two. But when we plat, we have to create all of these lots and streets and sidewalks and fire hydrants and everything in keeping with what is a large book of the Engineering Design Guidelines. Just like the zoning, this applicant has chosen to basically fit all within those criteria. There's one variance; I'll show you that in just a second. But otherwise it is basically the exact policies of the City in terms of how we plat. Very importantly, you see this blue line. That is the edge of the floodplain. You will see we don't even have a back yard in the floodplain. Sometimes you will see developers actually extend the back yard into the floodplain but keep a buildable area outside of the floodplain. This developer has chosen to not even put so much as a fence back in the floodplain. They're not touching it. So the floodplain is untouched. This is all R-1, Single Family development per the City policies and per 2025. That's the west side of it. Then the east side of it is down here. Same thing. Here's the floodplain in blue right here, and again not even a fence is going to touch that floodplain. It will go right up to it, but we're not putting anything out in the floodplain at all. These will all meet the City of Norman's Engineering Design criteria. The only change that we've asked for is this cul-de-sac right here – we asked for a variance to extend it to 800 feet. There's only a few homes out on the end of it. The City staff, I think, is supportive of that. I believe the staff report says they are. That's a couple of hundred feet longer than what the Engineering Design Guidelines would ask for. That's it. So the one variance has nothing to do with storm water or any of those issues.

So storm water. Let's talk about it. Several questions about it, and I thought I would try to explain to you a little bit more about it. I think Commissioner Boeck asked who would be flooded and where does the water go. Well, here it is. This is the drainage area. This is Eagle Cliff right here, and actually I should just go ahead and get an annotator out here. This is Eagle Cliff right here. Bishop Creek goes up here. As, I think, the staff member said, Bishop Creek is a large area of Norman. Bishop Creek goes way up into north Norman and drains a significant area. Very importantly, Bishop Creek drains much of the University of Oklahoma. We love OU – great partner – but I will tell you that OU doesn't follow the storm water regulations of the City of Norman, and you won't find many detention basins on the University of Oklahoma. So as the South Research Area Campus and the National Weather Center, Lloyd Noble – all of these areas have been created with parking lots. Those areas are all draining down Bishop Creek down into here. What you see in those protest letters and the comments as to excessive water, they're talking about this area down here. Well, what is that area? That area is the floodway, and I think Commissioner Boeck was actually talking earlier on a different application about floodway

and floodplain. Let me explain the difference – and Kendall Dillion with Crafton Tull is with us tonight to give you much better knowledge than me. But floodway – this is what FEMA says a floodway is: a regulatory floodway means the actual channel of a river or other water course. This is the river channel. A lot of us think the channel is just this little skinny area down here. Not according to FEMA. FEMA says everything striped red is the actual floodway, which is the actual channel. There is significant water in a floodway in a channel. That's where it goes. So who gets flooded? Commissioner Boeck asked that earlier. Well, the area the water goes to is the floodway. The floodway is what gets all of this water. Here's Eagle Cliff Addition right up here. Our project tonight that you're looking at is roughly in this yellow area. The water is going that way. And so the water is not going back into the neighborhood at all. The water is going down into the floodway where it is supposed to go. We are right at the edge of the floodway. So the blue is the floodplain. Floodplain is basically the expansion area of a floodway – and I'm being very rudimentary in my descriptions here, but the floodplain, the blue area, is where when the floodway – the actual river channel – when it exceeds its borders it is supposed to expand into the blue area, which is the floodplain. We are outside the blue area. We're right on the edge of it, but we're outside of it, and the water will cascade down into the floodway. So that's where it's supposed to go.

So you got protest letters, for instance, from one family that said there's excessive water out here. I just want to again reiterate the excessive water they're talking about is in the floodway – it's in the river channel. So that's what they're discussing.

So let's talk about – I was debating to show you this, because this is just me. An old engineer one time tried to explain to me what is fee in lieu of and why do we do it? So I'm going to give it a shot. I've never shown you this before but I've always wanted to show you this. So fee in lieu of – you heard Mr. McLellan tell you that they want the water at the end of the basin to get out and get out quick. The reason is because if you detain this water, all of this water up here is trying to get out. It's trying to get to the floodway in a significant rain event. If you hold back this water, then you're actually holding back all of this water with it. You want the water next to the floodway to get out quickly because it frees up volume and space for all of that water behind it to get out. I had an old engineer one time explain it to me like this: let's say we've all been to a ballgame, I think a lot of us have. Let's say you're sitting right up here at the end. Well, you've got to get to that exit right there. Well, before you get to that exit, the people in the little yellow circle have got to get out. If you tell the people in the little yellow circle to just stand there and wait – to detain themselves – you are keeping all of these people from getting out. It's no different than water. If you tell the water at the edge of the floodplain to stay there in detention ponds, then all the water behind it can't get out. What happens if it can't get out, and it continues to rain? You're flooding all the people behind these areas that are right at the edge of the floodway and want to get out. So I've always had engineers describe it to me like that. Just like a stadium, you want the people next to the exit – just like the water next to the floodplain – you want it to get out and get out quick, because that frees up room for everybody else to travel the same corridor that they have to travel. So that's fee in lieu of as a concept.

Finally, again really the zoning, 2025 meet the adopted policies of 2025. We're doing exactly what it's asked. R-1 is exactly what it asks us to zone into. And as to preliminary plat, we're doing exactly what it asks as well. I would note, actually staff is asking us to do fee in lieu of so that we can follow that concept of getting the water out of there quickly.

No residential lots in the floodplain. Traffic exceeds the capacities. Staff recommends approval of the preliminary plat.

Kendall Dillon, Crafton Tull, is with us. I'm happy to answer any questions you have. And with that, I thank you very much.

AUDIENCE PARTICIPATION:

1. Derek Rosendahl, 908 Accipiter Street (via video) – I am president of the Board of Directors for Eagle Cliff South. We are all these numbered sections just to the north. We're Eagle Cliff South, and then north of us is Eagle Cliff, which is older. These are the two proposed

developments. In the preliminary plats, we first had some questions – the initial one said that the property owners association was responsible for maintenance, and then it also said that Eagle Cliff was responsible and their property owners; there is no Eagle Cliff Property Owners Association. We are the only ones nearby. We're just Eagle Cliff South. The new plat that's currently sitting at is that it just says Property Owners Association, and so we actually – we, as the Eagle Cliff South – refuse to be named responsible, due to a large number of issues that have occurred in the past with what has been unfinished and unmanageable from the same developers that we'll talk about in a second. Here's the floodplain that we've been talking about for a while now. Here's the official plats that was done by FEMA and it was done in 2013. Since then there have been a large number of changes, and there were a large number of observational changes in the water flow and the water around here. Just to look here, this is the general area back in 2013 when FEMA constructed those floodplain maps, and you can see there's no development. Then here is this last year where we've developed quite a bit more, and so the water doesn't have as much space to absorb and it's increasing the runoff. So that's actually here – this is that new development – and here is the FEMA map which we've seen. So you can see that all of this area here used to be open land that was absorbing water when these lines were designated. So all of this the water wasn't running off completely. So now all of this is developed and so more water is running off quickly. This is the brand new development that is being proposed. I would just make a comment, if Mr. Rieger's comment is that the floodway is the river, then that's saying that the homes are one lot away from the river. To me doesn't seem like a very wise decision. This is this next 1% hazard, which is the 100-year floodplain, which you are supposed to stay away from – stay outside of. Then this is the 500-year floodplain, so they do butt up right up against it, and if these previous FEMA lines were correct, this would completely be fine and okay, but in the last five to ten years since this was designated there's been a large amount of evidence of an increase in the water definitely down here and where the farmers' land is at, which we'll hear about, but all of this land that is now 1%, I used to go back there when a previous farmer owned it, and it was completely dry and then it has transitioned to a marsh land, and there's currently two to three feet of standing water and it can be there for months at a time, right here in the once in 100 year – so we're having a once in 100 year flood every day – every second for a month minimum straight. All of this is now becoming marsh land, and in the past it was dry. So the farmer – yes, there's giant issues with flooding down here, but up into this region we've actually seen a large increase of flooding and I actually live nearby so I see it all the time. So a FEMA assessment needs to be done that's new and updated that isn't assumed to be 2013.

The next big issue for us as an association is large erosion and drainage issues with the previous developments that have occurred with the same developers. As you can see – it's hard to see this here, but there's really, really steep terrain. This has always been steep terrain and all of the housing additions have come up and butt up right against it now. They're going to be developing inside of this very steep – especially right in this area there's very steep terrain. Even this home right here there's a 30-foot drop between the back yard and the front yard, and there's a 15-foot drop from the right side to the left side. So you can see there's 30-foot drops all over the place. So very, very steep terrain; very long yards. I just noticed in the new preliminary plat is that there's a 50' tree preservation buffer, which would be nice, except they've already torn out all the trees there, so there are no trees in the tree buffer that would have potentially helped to decrease erosion. Maybe more trees can be planted there, but there's enormous drop-off right at that location. This is actually where we, as a homeowners association, have found massive issues in erosion that is unmanageable that were either never finished, or they were attempted to be put in and they did not work and failed. I'd first make a comment that there were many things said in the last presentation about the staff report. Everything I'm presenting was submitted and the staff report came out prior to all this information being submitted, and it was submitted on time. The farmers to the south – all of their information was submitted; that was not in the staff report, either. So none of this information is represented in the staff report. This section down here that was commented about that was approved two years ago – we came to that – we were here two years ago and we said there's these massive

drainage issues and we said please don't build here – very steep, it's not going to work – and we were promised that, well, that's fine, we know that, but we're going to put in retaining walls to stop the erosion and it will be fine. Two years later the cement slabs are now being poured, the homes are about to go up. No retaining walls were installed and so what happened? So we'll take a little tour of what happened. This is what happened – massive, massive drainage issues. Let's go around the corner. So this is somebody's home right here – this is back of their home. It's actually drainage lines coming right into it with large drop-offs. There's me standing in it. Huge, huge drop-offs with the homes, and there's already drainage issues and they're putting in homes right now. We'll keep going down the line. Bottom of this large landscape that was a lot of dirt was put in there – huge drainage issues; it's just flying right out. Keep going around. This one is a little better. They're trying to manage it a little bit, but we're already having cut-outs in the land. Go a little farther, there's human size cut-outs right where homes are going to be put. We'll keep going around. Here's another one. This is the human size ditch going right into a back yard. More drainage issues. So this is where the retaining wall was supposed to be; it's not. Back yards. So that was what was just done. And everything I'm going to show now is what we have always known about that is just terrible and not working and was left. Here is another location with a home shot. Gigantic drainage. This one was actually left. It would look like this when they were building and it's only gotten worse. You can kind of see here there's more of this falling off where I'm standing. It's continuing to erode and erode and there were zero measures put in. Keep going around the corner. This is actually super extremely dangerous and we want this fixed immediately. If I take one more step out, I drop 30 feet. If I turn around, this is actually going to another home. So this huge drainage ditch is going to a home – 30-foot drop-off. Here they tried to put in a drainage easement. There's no protection. Kids can walk up to it, roll off, drop 30 feet. Keep going around the corner, there's fences and there's a hidden drop-off – this giant 30-foot drop actually you can't see it, but kids can run to it. Keep going. This is looking back the other direction; you can fall into the giant hole. Let's keep going. You can't see it, but there's another hole right there. Keep going. Here's a drainage that goes to nowhere. Another one. This is another steep drop-off with zero protection. People can go to it. And here's erosion that was started when they were building; it's still there and it's getting worse. This is a large area that we are supposed to maintain and it's steep drop-offs with a giant drop-off and creeks in between, and you can maybe wiggle your way in. Kids can get in there, but we're supposed to manage it as an HOA and it's completely unmanageable. If you go around the corner, they're currently building right now. This one is actually being worked on and there's drainage ditches coming out of the back yard which falls into the creek. Keep going. More falling out. This is a large area that was not built up so that it could stop the water. There's me and the one that's going right into a home. Another one going into a home. Here's the end of a street to nowhere that, with this new proposal, will not be extended. There's huge holes. It's become trash. Here's a large area that has no cement anywhere; it just all can erode by itself. Here's another land that's going to be developed. This one has been developed right now. Obviously huge issues. They're going to be developing in the same terrain, and actually this terrain is much steeper that they're going to be working in. We warned about this. It wasn't done properly.

2. David Burget, 930 W. Lindsey – I am speaking on behalf of my clients, so it may be a little bit longer than the three minutes. I am representing multiple clients. I'm probably going to be speaking on behalf of one of them. I think a couple of them would like to share with you all as well. But I represent various members of the Potts family who own the properties to the south and west of the proposed development. Unfortunately, over the course of Eagle Cliff's development, the Potts' land has experienced an increase in storm water drainage and flooding due to the current applicant's previous upstream development, its failure and refusal to ensure detention of the surface waters displaced by such development, and its improper payment of a fee in lieu of detention for previous developments. The developer's failure to address these issues has resulted in significant increase in flooding and saturation of the Potts' property, resulting in damage not only to the property's overall value, but the Potts' economic

operations as well. Pictures attached to the protest filed earlier this week attest to the increased amount of water, debris, and trash that has made its way to the Potts' property, including objects as large as a family Christmas tree, and even a City of Norman polycart trash can. Mr. Potts, my client, will step in here shortly to go into further detail regarding the particulars. Until yesterday, we thought we were protesting and arguing over the adequacy of the three detention ponds that were disclosed on the previous preliminary plat that we were provided. The latest copy of the preliminary plat, though, removed all three detention ponds and instead inserted water pipes aimed straight at our clients' property. Additionally, contrary to the staff report concerning the property's rezoning, the staff report related to the preliminary plat now states that Eagle Cliff West is eligible to pay a fee in lieu of detention. Similar to the additions in both 2012 and 2019, which I believe Mr. Rosendahl referenced, the developer's failure to address the retention of surface water displaced by its development and, instead, request fee in lieu of detention, is not only a violation of Oklahoma law, but City of Norman's own design criteria, which were adopted by ordinance, governing the allowance of a fee in lieu of detention. According to Oklahoma law, Mr. Rieger pointed it out that it sounds like the developer is doing everything in his power to move all of the surface water off of their development onto our clients' property. The developer can only divert its surface water, though, in the event the developer can do so without an injury to the Potts' land. No one is permitted to sacrifice his neighbor's property in order to protect his own. Anyone who diverts the natural flow of surface waters from his own land to that of the adjoining owner is answerable in damages. Furthermore, the City of Norman's design criteria govern the allowance of a fee in lieu of detention. According to Section 5011.1(e) of the design criteria, a fee in lieu of detention may only be allowed if a development is located in the upper portion of the drainage basin, the size of the development is small, and the developer's engineer states in writing that there will be no adverse impacts downstream. The staff report's reasoning for permitting the developer to pay a fee in lieu of detention is totally contradictory to the City's requirements and Oklahoma law. To go through it very quickly, I believe the statement contained in the report is: "Based on the property located in the lower basin and adjacent to the Canadian River, staff recommends fee in lieu of detention with any final plat. Stormwater will be conveyed to the south ..." So let's break that down. Based on the property located in the lower basin – well, we've heard to qualify for a fee in lieu of detention, property must be located in the upper portion of the drainage basin. The staff report mentions that the property is in the lower basin and I believe Mr. Rieger even made a comment to that effect. The report also says that it's adjacent to the Canadian River. It's not adjacent to the Canadian River. My client's property is adjacent to the Canadian River, and any water that's flowing off of that is going through my clients' property – is being dumped on my clients' property. Then "the stormwater will be conveyed to the south" – the statement essentially admits that the developer's fee in lieu request is premised upon the developer's belief that the Potts' property is a convenient, hassle-free dumping ground for its surface water and trash. Furthermore, to qualify for a fee in lieu of detention, the size of the development must be small. This is not a small development. Norman's Stormwater Master Plan references very small developments less than an acre in size or some other size. The Eagle Cliff West addition, though is 147 lots over 41 acres. Lastly, to qualify for a fee in lieu of detention, the developer's engineer states in writing that there will be no adverse impact downstream. We haven't seen any sort of statement from any sort of engineer, and it's unlikely one can exist without the proper studies and water mitigation studies and hydrological studies; if those exist, we'd like to be provided with copies of those. If the statement exists, we'd also like to be provided with a copy of those. The City Engineer just said the development increased flooding on our land and adversely impacted our land, so this is impossible. In conclusion, in an attempt to address the increased flow of surface water onto their properties that has occurred over the last nine years, and to ensure the problem would not be further exasperated by the applicant's most recent round of development, the Pottses attended the Pre-Development meeting to express their concerns, namely to state that the development's current plan to only add three detention ponds, when there have not been any built into the development in the previous nine years, was wholly inadequate. What did the developer and City do in response? On the latest

preliminary plat they completely removed all the detention ponds and added additional lots instead. The developer is now seeking a fee in lieu of detention which is expressly premised upon dumping its surface water and storm water runoff onto the Potts' property. Water that would otherwise be soaked into the ground is instead being shot down onto my clients' property. The developer's decision to do so is a blatant violation of Oklahoma law, a blatant violation of the City's own ordinances and requirements for a fee in lieu of detention, and lastly is a blatant violation of the Potts' rights as landowners. We would ask that you recommend denial of the applicant's request to approve the preliminary plat. Doing so will protect the Potts' land from further damage and save the developer, possibly the engineer and the Potts' from the time and expense of what would be lengthy and protracted litigation. Thank you.

3. Alex Hatton, 505 Talon Drive (via video) – I just wanted to briefly give a perspective from someone who lives here in the neighborhood just adjacent to this proposed development. The first thing I noticed was that there are no new entrances or exits planned for the western portion, and that will effectively triple the traffic on our street. It's really going to change the character of the neighborhood – it really will. And it's a concern. Also, the fee in lieu on the parks may be easier for the City, but it's not necessarily easier for those of us who live here and it would be nice to have some green space, and I noticed in the plan that the only green space in this new development is underneath the power lines. It would be nice if there was a park closer by, instead of just putting money in the coffers of another program. That's all I wanted to say. Thanks.

4. Kevin Potts, 3620 Barwick Drive – I'm one of the property owners down south. I'm third generation that's been blessed with this land. My grandpa started it, bought it back in the 1960s. My dad – it passed on to him and my uncle Andrew John Potts. Right now I'm third generation. We've got the fourth and fifth generation in place. We've got a history of about 60 years of working this property, actually developing it into a pretty reasonable hay operation. Farming is hard. You've only got a little bit of time to get things done. You've got really tight windows to put up your hay. But more than anything, we just enjoy the scenery. Mike Eilts, that lives up there on Cobblestone – he's just right close to our northeast entrance. He's been walking it. My dad knew him – I didn't know him until recently. He's been walking the property in that area on the east side since 2005 and he's increasingly seen storm water and the flood water sitting on our land. Right now at present we've got about 40 acres of tall fescue that was ready to cut about three weeks ago, and it's just sitting in water. It's losing its value. That 40 acres would produce about 200 bales – 1,000 pound bales, valued at about $8,000. So we can't do nothing. That storm water sitting on us – it's costing us. It's having an adverse impact on just our farming operation. We use that money to maintain the land. We use that money to clean out Bishop Creek on our own expense, even though it wasn't something we caused. We understand that water is flowing through the place and we work with it the best we can, and we've done that for three generations. Eagle Cliff South has moved on south, and Cobblestone also. We're seeing more and more water sitting on this hay farm, basically. It's actually right now – that 40 acres I'm talking about – I don't know if you see this right here – I guess you can – that's up there directly south of Section 7. We can't get in and do what we're supposed to. It's very, very disappointing and it's having an adverse impact on us economically, part of producing that hay.

5. Charles Kuster, 4300 Condor Drive (via video) – I just want to start by thanking everybody on the Commission and appreciate all that you guys do. Our concerns are just two quick ones. One is I'm concerned about future residents in this proposed development, as well as City infrastructure being placed in a more vulnerable area by building closer to and even within the floodplain. I say within the floodplain because the floodplain map as it's been shown is the 100-year floodplain, which I think is a little bit risky because we're both meteorologists and you look at climate science and we see that the extreme rainfall events are increasing in their frequency and in their attitude. So it's likely that the 500-year floodplain might be the more accurate and

resilient and safe thing to look at in terms of future development. So I'm worried about flooding for these residents who are going to be by this area, and probably not told that they're moving into a floodplain, as well as the City infrastructure that's over there. The other thing is safety, and I think Mr. Hatton kind of talked about this. We don't have a secondary exit out of this neighborhood. It's been mentioned that this area has just sort of been growing over time slowly, and now I would be concerned in the event – hopefully it never happens – some kind of evacuation was needed for our area – maybe a wildfire – that we all have to funnel out of narrow streets like Talon Drive and everyone in this neighborhood funnels out through the 12th Avenue and Cedar Lane intersection. So I'm a little concerned about safety, especially as we continue to grow this neighborhood. That's definitely a concern and I definitely would want to see another exit point out of here if this were to be approved. Once again, thank you all for your consideration and time.

6. John Carr, 1030 Biloxi Drive – First point I want to make is something that he said about OU. OU's rule breaking doesn't entitle the developer to do the same – ever. The river does not run through this part. Bishop Creek flows through it and goes 2.2 miles before it hits the Canadian River. Its outfall is quite a ways away. In the meantime, it does collect additional water. The river itself – the channel – is about 1.4 miles as the crow flies from this development to the actual riverbank. Then between there has been dry land, for the most part except for just the area around Bishop Creek during flood stage, for the last 50-75 years. Occasionally the river will come up over that. It is in the flood management area, but it's unusual. So the idea that you're going to be wading around in the water all the time is just not anywhere near the truth. May I remind everybody that when we're talking about flood waters and we're talking about detention that we're really talking about the Clean Water Act, and that water quality is the primary reason for the Clean Water Act, and that's where detention comes in. So the detention does not increase or decrease the total volume of water that comes into this area; it slows its rate. That rate is related to erosion and erosive forces. As we saw in the presentation, there's a lot of that going on here that hasn't been touched. What the law requires – and I'm a civil engineer, and I've been doing this 25 years – is that their flow rate – not the amount of water, but the rate – has to match the undeveloped rate as it comes across their boundary into this property, and that by no means has happened. So the removal of all of the detention basins is in direct violation to the Clean Water Act. There's just really no way around it. For the City Engineer to say that in any other way – I don't know how you get away with that. As far as erosion, the alluvial sand and clay that's in this area – it just moves really easy – a little bit of water, it's gone. That's why you're seeing all these little canyons forming, because it's a lot of topographic change, a lot of high-velocity water. It's got to be slowed down, and that slow down is where the detention basins come in. Now when you guys decide to pass a fee for it, in my opinion you also take on the liability. Because if you say I'm going to take a fee, which means that says you're going to take the risk. Well, the downstream property owners always take the risk. Does that mean that you're going to reimburse the downstream property owners? After all, you got paid for it, they didn't, and they are one of the last remaining family farms in Norman – not the oldest, because some of the oldest are all gone. Also, the City of Norman uses this land – you may not be aware of that. They land farm on this land.

7. Sonja Potts, 3620 Barwick Drive – I'm part of the Potts Family, obviously. I've heard this land described as undeveloped land and in a floodplain, but I just want you all to know that this is our family's land. This is not a wasteland down there. There's a farming operation going on. We take our grandchildren down there. We see kids down there sitting down on the road on Jenkins studying and having picnics. Bird watchers go down there all the time and walk the land. There's all kinds of wildlife down there. We have tons of deer. We have wild turkeys. We have raccoons, bobcats, all kinds of birds you can't even imagine, and it just goes on and on. It's our land and that's what I want you all to keep in mind, is that we have a huge developer, as in Shaz, and they're trying to push this development through to our detriment, but we're people and we have families, we have grandchildren. I want to show you a picture – you should have it

in all your protest letters – you should have lots of pictures of Bishop Creek and the way it's stopped up and things like that, and the stuff that comes out in the middle of the fields that washes out – Christmas trees, flip-flops, just anything you can imagine, trash cans, floaties, basketballs, soccer balls – we get lots of those. That all ends up out in our fields. We pick that up. We physically go out and we ride around and we pick it up, because you can't do a hay operation over that. This is an instance – and I hope you can see this – this is a stoppage in Bishop Creek. This is one. There are numerous. This stuff is not coming from our land; it's coming from the City of Norman, it's washing down Bishop Creek. All the time we find huge trees that have been cut off – we haven't cut them off, but they're there. The other thing is the hay operation. As far as the economic impact, for the last three years the hay operation – they sold over $100,000 in hay sales. So the continuation of this – there is a huge economic impact on our family. I just want you all just to remember that we're people – we're real people, just like you are, and if this were your land, you would probably be fighting like we are. Thank you all for listening.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Ms. Williford – I have several thoughts. First, I would like to say that Mrs. Potts was kind enough to invite me to go take a tour of their farm property, and she showed me around Eagle Cliff – several areas – today. I would like to say that everything you have seen in the photographs and that has been described to you is accurate. There is a lot of trash in the Eagle Cliff neighborhood, particularly in what they call the road to nowhere. At the end of it there was a television, vacuum cleaners, kitty litter boxes – it is absolutely filled with trash. I would be frankly disgusted if it was my neighborhood and I lived there. The Potts Family farm is a gorgeous piece of land and, in my opinion – well, I will be voting against this proposal. The Potts Family farm is gorgeous and, in my opinion, it should be protected. There are not very many properties like this left in Norman. There is value in undeveloped land. Their hay has value. It's personal property. Taking the tour out there, I just kept thinking in my head this is what people think of when they think of what Oklahoma looks like – it's gorgeous. It is really disappointing that everything is draining off into their property. The picture that Mrs. Potts showed you is one of many piles of debris. There is one pile of debris that if I was standing there and my husband stood on my shoulders it would still be taller than both of us. It's just going to fill up and overflow and cause even more flooding. Yes, it is in the floodway. But that doesn't mean that we should vote to let it get worse. We have to protect everyone, not just developers. The City is made up of developers, of single individuals, of farms, of single family homes, and commercial properties and we all have to work together to make it all work together. I just hope that everyone will keep that in mind.

2. Mr. Jablonski – I'd like to piggyback off of what I'm hearing. I agree, we've got a problem with the way that the developed part of the city is interfacing with the natural part of the city. We don't need to erase that natural part of the city; it's important. I think it's important for people to be connected to nature. I think it's important to hear birds and to see wildlife. A lot of the new development I've seen in town, when it bumps up against the natural world, it's slash and burn. We saw this in my neighborhood when they started to fill out the development on the area that hadn't been developed. They didn't work with the existing natural world; they literally cut down every tree. I had no idea that you could see OU's campus from my neighborhood until they cut down all the trees. And I thought, oh my God, what am I seeing? I had no idea. I think this is a bad way to develop; I don't think it's good for the city. And looping back around to the storm water issue, if that's 100-year floodplain, why are we seeing pools of water? There's something not right here, and I think we need to slow down and hit the brakes on this.

3. Mr. Boeck – I'll just add to that. I think I've seen more developments than that where it wasn't considered whose back yard was where and how high the street was compared to the back yards and the kind of slopes that some back yards have. You drive up 24th Street East and

you can look down in those neighborhoods that have been developed – and I don't know who the developers are. But I wouldn't want to live in a house that's 20' below the street, or 10' below the street. And looking at the topographic maps that we saw for the back yards of some of those houses – yeah, it's got to stop someplace. Detention is important. Runoff is important. Erosion is important. I really don't see anything about this development that's going to protect any of that.

4. Ms. Zink – I wanted to echo the concerns about the floodplain that everyone has been sharing, but also to mention that the question of access with just one entrance and exit that Mr. Hatton shared is a real concern as well and the amount of impact that would have on traffic if the development is built the way it's projected to be built is a concern to me as well.

Dave Boeck moved to recommend adoption of Resolution No. R-2021-115, Ordinance No. O-2021-44, and PP-2021-11, the Preliminary Plat for EAGLE CLIFF WEST ADDITION, 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	None
NAYES	Sandy Bahan, Lark Zink, Dave Boeck, Michael Jablonski, Erin Williford, Steven McDaniel, Erica Bird
MEMBERS ABSENT	Nouman Jan, Mark Daniels

Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-2021-115, Ordinance No. O-2021-44, and PP-2021-11 to City Council, failed by a vote of 0-7.

* * *

File Attachments for Item:

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2021-44 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 A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), IN CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND SO AS TO REMOVE A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), IN CLEVELAND COUNTY, OKLAHOMA, FROM THE A-1, GENERAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ONE-HALF MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.)

Item 23

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Lora Hoggart, Planning Services Manager

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2021-44 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 A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), IN CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND SO AS TO REMOVE A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), IN CLEVELAND COUNTY, OKLAHOMA, FROM THE A-1, GENERAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ONE-HALF MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.)

SYNOPSIS: The applicant's request is to rezone from A-1, General Agricultural District, and A-2, Rural Agricultural District, to R-1, Single-Family Dwelling District; a preliminary plat and NORMAN 2025 Land Use Plan Amendment are part of this applicant's request. The preliminary plat is for 140 single-family lots that meet the R-1, Single-Family Dwelling District zoning regulations and the NORMAN 2025 Land Use Plan Amendment is from Future Urban Service Area to Current Urban Services Area for property designated as Low Density Residential.

ANALYSIS: This request is to extend the existing single-family neighborhood to the south on undeveloped land. The existing neighborhood, Eagle Cliff South Addition, has been developing over the last 15 or so years. City Council passed Ordinances O-0304-16 and O-1920-5 for Eagle Cliff South Addition, which were identical to this request.

Single-family dwellings are to the north and east of the subject property; the land to the south and west remains undeveloped.

ALTERNATIVES/ISSUES:

- **IMPACTS** Eagle Cliff South is an established neighborhood and the request for single-family homes abutting the existing neighborhood will not create negative impacts to the surrounding area; the developer is proposing detention facilities to mitigate any additional runoff generated by the development.

  This area of Norman has evolved from undeveloped agricultural land into a residential community over time. This site is in close proximity to goods and services with access to major arterial roads and highways.

  The existing infrastructure has the capacity to be expanded to serve this proposed development.

OTHER AGENCY COMMENTS:

- **BOARD OF PARKS COMMISSIONERS** The Norman Board of Parks Commissioners met May 6th and had an 8-0 vote in favor of Fee-In-Lieu of Land.

- **GREENBELT COMMISSION GBC 21-09 - April 19, 2021**
  Commissioners send this application forward with no additional comments.

- **PREDEVELOPMENT PD21-14 - April 22, 2021**
  Neighbors voiced many concerns regarding drainage and stormwater controls. The previous Eagle Cliff development has experienced erosion problems and wanted to know what solutions are proposed for the new subdivision. Neighbors asked about traffic on Osprey and expected traffic from the new development. Neighbors asked about plans for the existing trees on the property.

- **PUBLIC WORKS** The Preliminary Plat is for 140 single-family lots with required public improvements. Water and sewer is available and the developer will extend the lines to the site; the lift station for the sewer does have the capacity for the additional 140 lots with this development proposal.

  Access will be through the existing Eagle Cliff South neighborhood and the interior streets will connect to existing interior streets.

  The lift station that serves the existing neighborhood will serve the proposed new addition and a Lift Station Agreement will go before City Council as a separate item before the Preliminary Plat moves forward on the same agenda.

CONCLUSION: Staff forwards this request for rezoning and Ordinance O-2021-44 to City Council for their consideration.

At their meeting of May 13, 2021, Planning Commission unanimously voted against a motion to recommend adoption of Ordinance O-2021-44 by a vote of 0-7.

Between the Planning Commission meeting of May 13, 2021, and this item moving forward to City Council, the applicant has reduced the lot count from 152 to 140, as noted in the staff report. Additionally, detention facilities are now proposed for the development.

O-2021-44

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 A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), IN CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND SO AS TO REMOVE A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), IN CLEVELAND COUNTY, OKLAHOMA, FROM THE A-1, GENERAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ONE-HALF MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.)

§ 1. WHEREAS, Shaz Investments, L.L.C. has made application to have the property described below removed from the A-2, Rural Agricultural District, and from the A-1, General Agricultural District, and to have the same placed in the R-1, Single Family Dwelling 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 not be granted and an ordinance not be 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 A-2, Rural Agricultural District, and to place the same in the R-1, Single Family Dwelling District, to wit:

A tract of land situated within of the Southwest Quarter (SW/4) of Section Seventeen (17), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.) in Cleveland County, Oklahoma, more particularly described as follows:

BEGINNING at the Northeast corner of said SW/4; thence S00°08'09"W along the East line of said SW/4 a distance of 1126.82 feet; thence N51°26'50"W a distance of 335.70 feet; thence S38°33'10"W a distance of 135.07 feet; thence S58°28'43"W a distance of 80.56 feet; thence N83°39'24"W a distance of 213.22 feet; thence N88°27'11"W a distance of 112.71 feet; thence N68°15'49"W a distance of 70.27 feet; thence N61°45'58"W a distance of 129.99 feet; thence N55°16'07"W a distance of 487.84 feet; thence N27°38'03"W a distance of 120.51 feet; thence N00°00'00"E a distance of 557.17 feet to a point on the North line of said SW/4; thence N89°36'41"E along said North line a distance of 1379.29 feet to the POINT OF BEGINNING.

Said tract contains 1,297,005 Sq Ft or 29.78 Acres, more or less.

§ 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 A-1, General Agricultural District, and to place the same in the R-1, Single Family Dwelling District, to wit:

A tract of land situated within of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.) in Cleveland County, Oklahoma, more particularly described as follows:
COMMENCING at the Northwest corner of said SE/4; thence S00°08'09"W along the West line of said SE/4 a distance of 870.02 feet to the POINT OF BEGINNING; thence N89°42'36"E a distance of 582.94 feet; thence S09°32'07"E a distance of 100.00 feet; thence S25°09'04" W a distance of 278.61 feet; thence N75°07'27"W a distance of 120.59 feet; thence S89°42'36"W a distance of 112.51 feet; thence N51°26'50"W a distance of 156.01 feet; thence S38°33'10"W a distance of 110.00 feet; thence N51°26'50"W a distance of 79.38 feet to a point on said West line; thence N00°08'09"E along the West line of said SE/4 a distance of 256.80 feet to the POINT OF BEGINNING.

Said tract contains 169,026 Sq Ft or 3.88 Acres, more or less.

And

A tract of land situated within a portion of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.) in Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Northwest corner of said SE/4; thence S00°08'09"W along the East line of said SW/4 a distance of 1588.00 feet; thence S89°51'51"E a distance of 793.36 feet to the POINT OF BEGINNING; thence N36°43'32"E a distance of 374.35 feet; thence S46°19'31"E a distance of 93.70 feet; thence N89°42'36"E a distance of 186.01 feet; thence S43°41'55"E a distance of 137.65 feet; thence N89°42'36"E a distance of 311.95 feet; thence S00°17'24"E a distance of 417.60 feet; thence S89°43'50"W a distance of 303.31 feet; thence N81°35'20"W a distance of 223.49 feet; thence N43°03'15"W a distance of 93.54 feet; thence N58°57'50"W a distance of 348.42 feet to the POINT OF BEGINNING.

Said tract contains 339,907 Sq Ft or 7.80 Acres, more or less.

Total tract contains 1,805,938 Sq Ft or 41.46 Acres, more or less.

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

ADOPTED this day of , 2021.

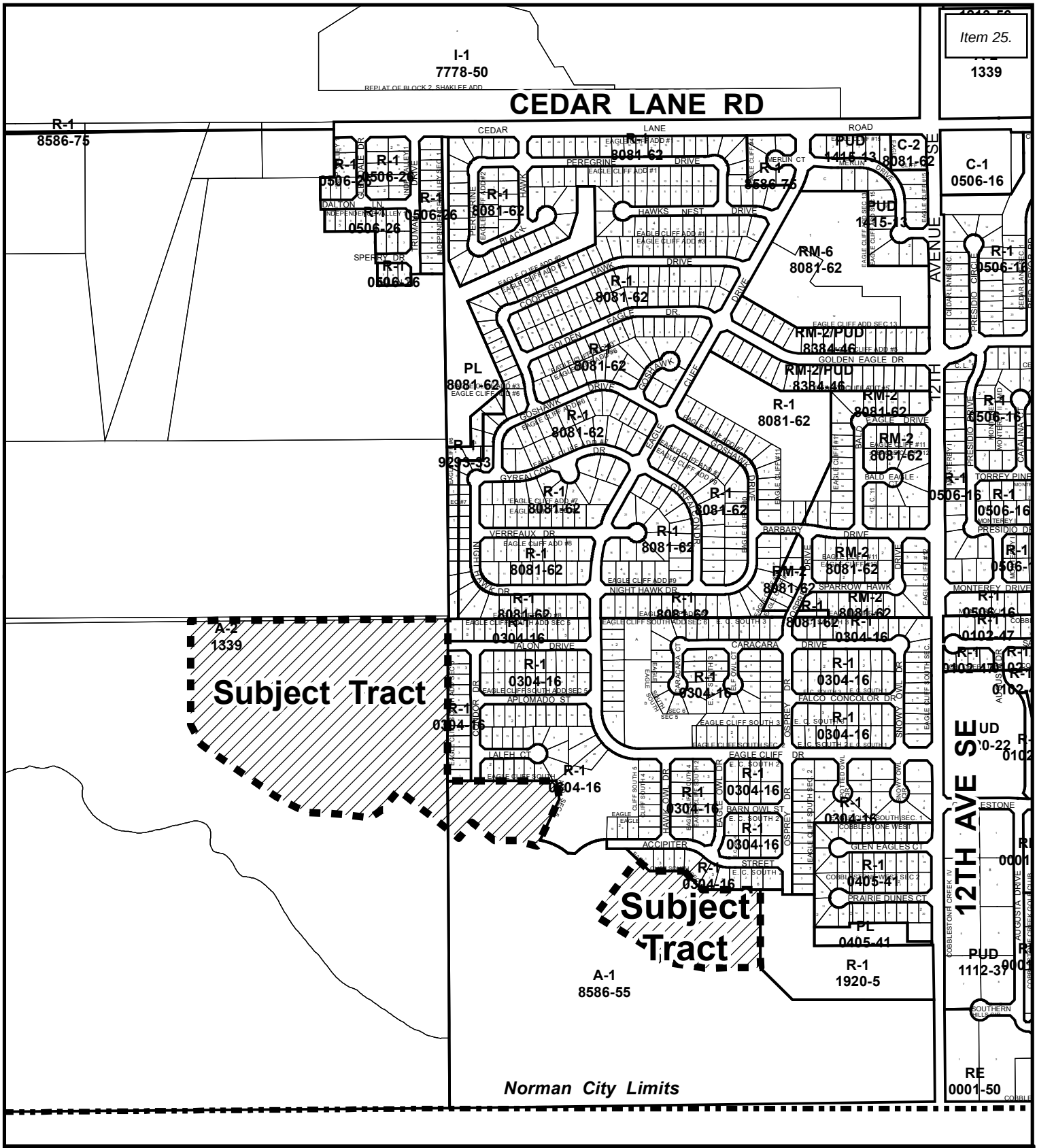
(Mayor)

NOT ADOPTED this day of , 2021.

(Mayor)

ATTEST:

(City Clerk)



Location Map

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

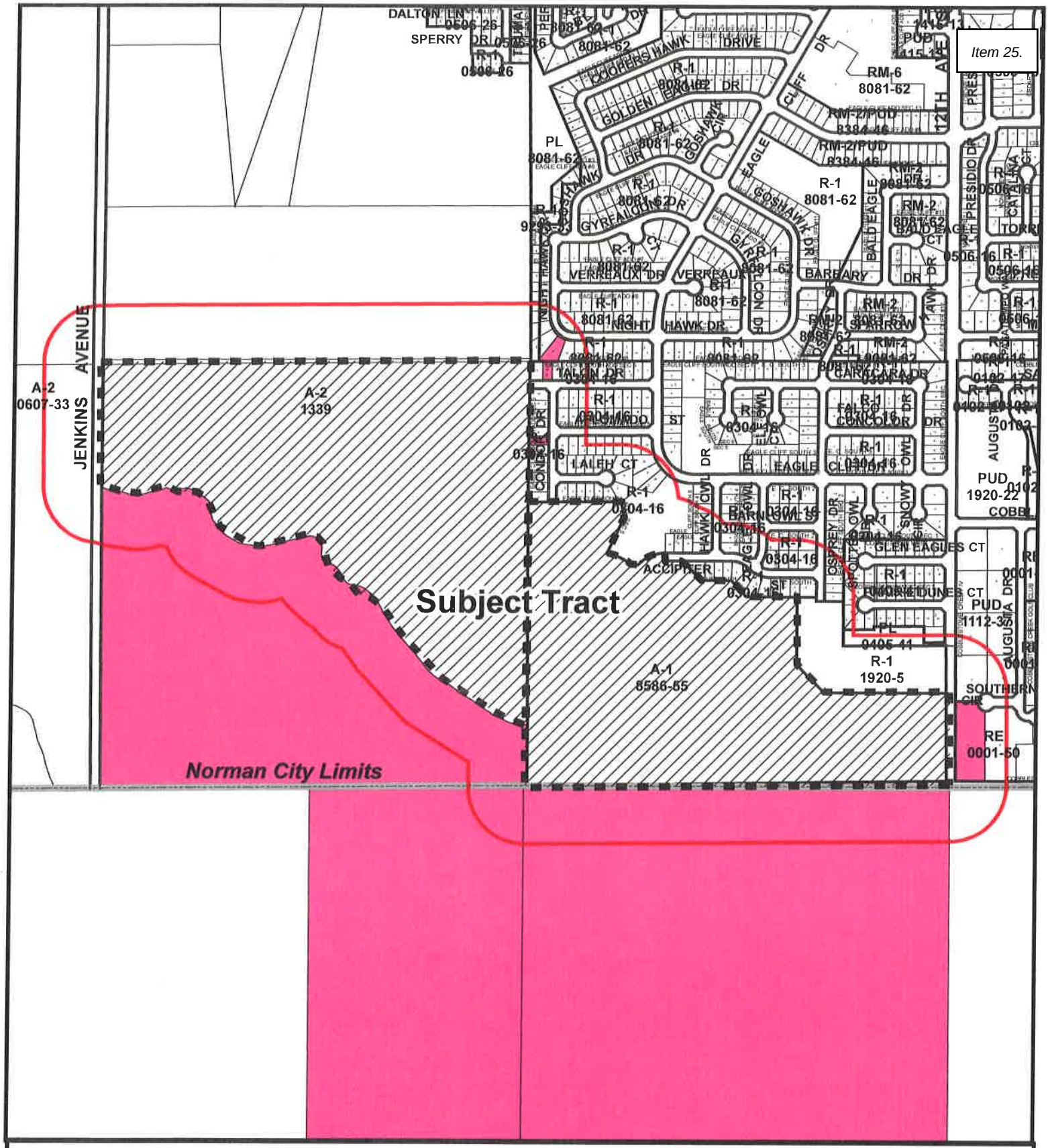
N W E S

April 19, 2021

Subject Tract

0 350 700 Ft.

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Protest Map

40.4% Protest Within Notification Area

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

N
W E
S

0 400 800 Feet

May 12, 2021

Subject Tract

Notification Area

Protest

Letter of Protest of Re-zoning
Eagle Cliff Addition Area
Norman, OK
For Shaz Investments, LLC

TO: City of Norman – Planning Commission

FROM: Douglas E. and Linda M. McClure, residents on 500 Night Hawk Dr., Eagle Cliff Addition, Cleveland County, Norman OK 73072

SUBJECT: PROTEST - Notice of request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning – meeting Thursday, May 13, 2021, notice sent April 21, 2021

DATE: April 22, 2021

The Eagle Cliff addition has had enough construction in this area.

* The consequences of this construction area has resulted in hundreds of large trees plowed over, which has created a huge displacement of multiple species of wildlife. And they haven't replaced near enough trees to cover the trees that were plowed down.

* Over the last 6 years we have lost the woods/forest area behind our house specifically, and losing sight of bats, owls, turkeys, deer, raccoon, opossum, and coyotes, etc., we had sight of these animals almost every day. This is completely unacceptable and just downright wrong.

* We've also had an increase in flat tires, due to loose nails being strewn on the roads. That's an extra expense to the homeowners, that's completely avoidable, and it's because they don't keep their worksites clean enough or it's just negligence.

* When they start construction sites, they do not keep the area watered, so the dust and dirt accumulation is intense in our yards and homes. It was extremely hard to go on a walk in our neighborhoods during this time, because of limited sight due to the dust in the air, as well as the breathable air quality. It also becomes an extra expense and maintenance for the homeowners that have pools.

* Last protest item is the construction debris and trash that lands in our yards and pools, and has accumulated in the drainage ditches and the creek line and they don't get it cleaned up. This is unacceptable.

Please consider keeping the Ag Zone zoned as is and do not rezone A-2 1339 Subject Tract and A-1 8586-55 Subject Lot to a residential zone, our environment and neighborhood depends on it.

Thank you for your consideration,

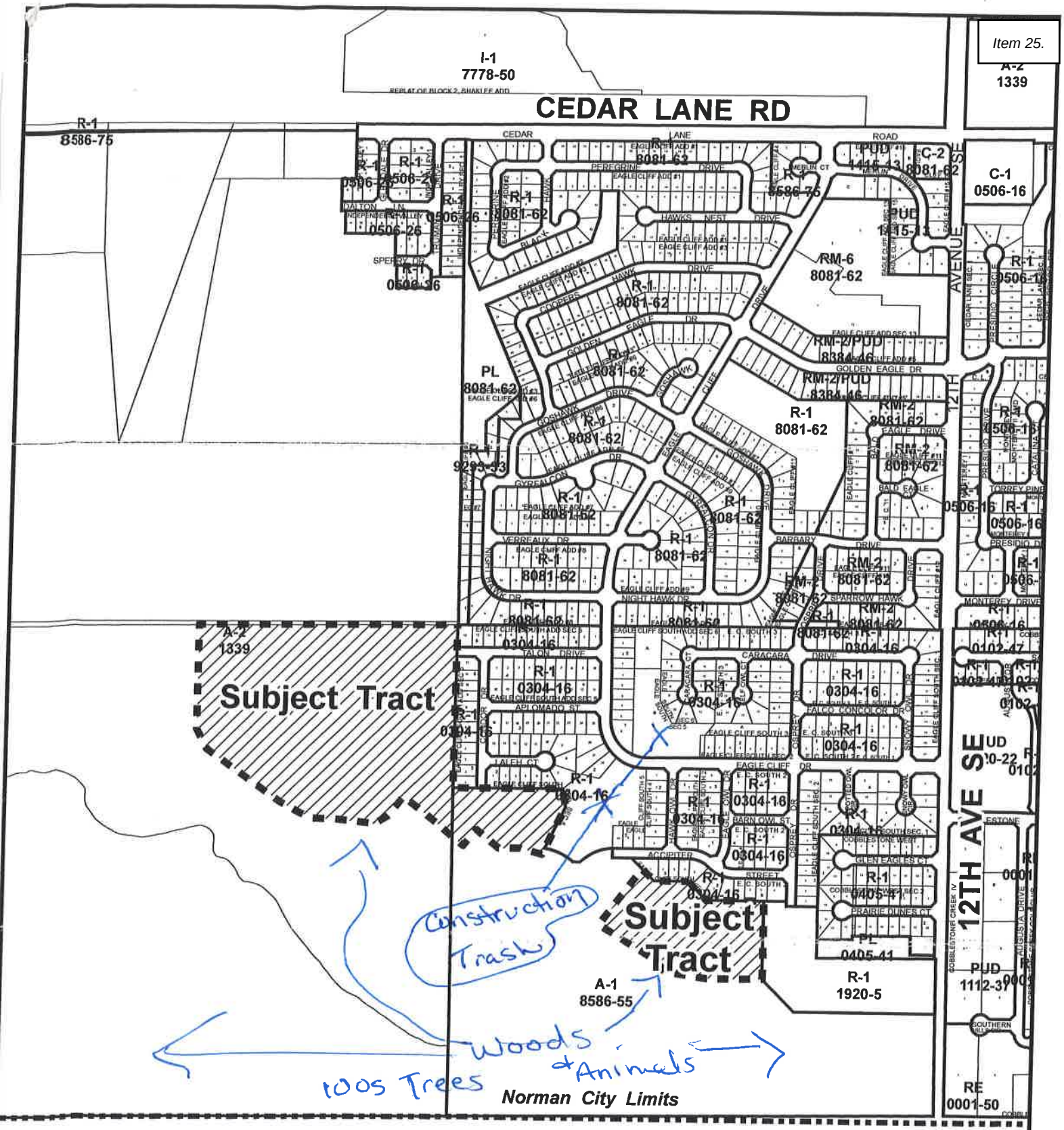
Douglas E. McClure

Linda M. McClure

FILED IN THE OFFICE
OF THE CITY CLERK
ON 4/23/21 - LW

Enclosed Attachment

#19



Location Map

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

N W E S

April 19, 2021

Subject Tract

0 350 700 Ft.

OBJECTION AND PROTEST
TO THE
REQUEST FOR AMENDMENT AND REZONING

We object and protest to the Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning. The act would (1) violate the City of Norman Zoning Ordinance, (2) break a promise by the City that home buyers foreseeably and reasonably relied upon, imposing a detriment upon them, and (3) put the subject property to an improper use for its character.

(1)

The purpose of zoning classifications under the law is both to regulate the purposeful usage of land and to give citizens of the jurisdiction notice of those proper purposes. The description of the majority of the subject land here in question is contained in Chapter 22 Section 420.2 of the Code of the City of Norman, and it has been on the books since at least 1971. It begins in part:

> **SEC. 420.2 - A-2, RURAL AGRICULTURAL DISTRICT**
> 1. General description. This district is intended to provide a zoning classification for land situated relatively remote from the urban area which is used for agricultural and related purposes and *will not* be undergoing urbanization in the *immediate future.*
> (emphasis added)

The proposed change in zoning from A-2, Rural Agricultural District to R-1, Single Family Dwelling District would permit the immediate urbanization of the subject property. That is exactly what the language of the code says <u>will not happen.</u> The concurrent proposal for development of Eagle Cliff West removes any doubt of the immediacy of the proposed urbanization.

Section 420.2 goes on to state:

> The types of uses, the area and the intensity of use of land which is authorized in this district is designed to encourage and protect all agricultural uses until urbanization is warranted and the *appropriate* change in district classification is made.
> (emphasis added)

The logical inference of this language is that after A-2 classification, but before R-1 classification, there will be some intermediate classification giving notice to citizens

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21

that urbanization draws closer. An appropriate change would be to move from A-2 to A-1, General Agricultural District, as defined in Section 420.1:

> **SEC. 420.1 - A-l, GENERAL AGRICULTURAL DISTRICT**
> 1. General description. This district is intended to provide a zoning classification for the land situated on the fringe of the urban area that is used for agricultural purposes, but *will* be undergoing urbanization *in the future.* (emphasis added)

The description of A-1 classification lands indicates to citizens that change is on the horizon; it puts them on notice to take any action they deem necessary in preparation. For example, current residents who do not want to live in the middle of an urban sprawl would have sufficient time to recover their investment costs and down payment, sell their property, and remove themselves from the area. Conventional wisdom is that such a time period is at least five years.

The proposed change in classification of the subject lands from A-2 to R-1 is specifically precluded by the plain language of the City of Norman Zoning Code and should be rejected.

(2)

We relied on the classification of the subject lands in making our decision to purchase adjacent / nearby property. Zoning classifications are made public specifically for this purpose. It was foreseeable that we would use the language of the zoning description as a determinative factor in our decision to invest, and reasonable for us to do so. That promise of the Zoning Code, on which we relied as purchasers, was interchangeable with an offer in the sense of commitment and required no return consideration to become binding upon the City of Norman.

The proposed development presents a number of detriments to us and our neighborhood. First, the nearby Section 5 of Eagle Cliff South consists of only 78 homes; the proposed development would increase that number by at least 106 homes. All of the residents would have only two narrow streets to gain access to their property: Talon Drive and Aplamodo Drive. That would nearly triple the traffic—from 39 homes using each street to 92 homes using each street. Assuming two cars per home, the increase is more palpable—an increased traffic load of 212 cars. Such an increase in traffic carries with it an unacceptable increase in risk to residents and the children who play in this neighborhood.

Moreover, the proposed development is in a floodplain. Many of the proposed homes would actually be inside the Special Flood Hazard Area (SFHA). When the reasonably foreseeable flooding inevitably occurs, emergency and rescue vehicles

will have difficulty reaching victims. Such difficulty may well cause unnecessary loss of life. Should a grass fire or other disaster necessitate evacuation, there are very limited avenues of escape and the huge increase in residential population will unreasonably exacerbate that problem.

Further, the proposed development will destroy the ancient forest presently occupying the subject lands. The destruction will spoil and diminish the unique and distinctive nature of our neighborhood which contributes to the overall character and identity of the City of Norman. It will increase rainwater runoff and flooding, kill thousands of animals, contribute to global warming, and may impact endangered or threatened species that inhabit the area.

The stated detriments are not an exhaustive list. There are other facts and circumstances of the proposed amendments and rezoning that detrimentally impact current residents.

The proposed amendment and rezoning request would break a promise made by the City of Norman to the current residents, upon which they reasonably and foreseeably relied, and it would cause them to suffer significant detriments. For this reason, the request should be denied.

(3)

The proposed amendment and zoning change would put the subject property to an improper use for its character. The land in question is presently zoned as an A-2 Rural Agricultural District for good reason. It is unsuited to residential development or urbanization. Much of the land lies within the FEMA floodplain and it has exceptional natural features worthy of protection in a manner similar to the Ten Mile Flat Conservation Area.

The Preliminary Plat of Eagle Cliff West, prepared by Crafton Tull, is misleading in that it only shows the Without Base Flood Elevation floodplain. This line is labeled on the drawing as "FEMA floodplain." However, many of the homes would be well within the 0.2% Annual Chance Flood Hazard area. Both floodplains are categorized by FEMA as Special Flood Hazard Areas (SFHAs). Just because one area might be more dangerous than the other, does not negate the danger present in both. It strikes us as disingenuous that the plat does not include both floodplains.

The Ten Mile Flat Conservation Area was established to protect the exceptional and irreplaceable natural resources located there and to protect against flood damage in the 100-year floodplain and other flood prone areas within that space. As with Ten Mile Flats, the subject property in this application is flood prone and contains vast natural resources in the form of animal habitat and a stream that drains into Bishop Creek, which drains into the Canadian River. The area is

populated by deer, coyote, raccoon, skunk, possum, squirrel, woodpecker, snake, turtle, fish, frog, and many other species of fauna. Based on information and belief, the area is also home to the American Burying Beetle—a Federally Endangered Species. There may be other rare, threatened, or endangered species present, such as the Federally Threatened Arkansas River shiner. The fish is known in the Norman area and there is a broad designated critical habitat surrounding the South Canadian River. Proposed action within the Canadian River watershed should be examined and assessed for potential impact. Again, on our information and belief, this assessment has not been completed.

According to the US Fish and Wildlife Service:

> Since the landing of the Pilgrims in 1620, more than 500 species, subspecies and varieties of our nation's plants and animals are known to have become extinct. This recent, catastrophic loss of biological diversity is continuing at an unprecedented rate. Each and every species has a valuable ecological role in the balance of nature, and each loss destabilizes that fragile balance. Once a species is extinct, it is gone forever. Experience has proven that many plants and animals have properties which will prove beneficial to humans as sources of food and medicine. With the loss of each species, we lose a potential resource for improving the quality of life for all humanity.

The proposed development of Eagle Cliff West would contribute to the catastrophic loss of wildlife and natural habitat in Oklahoma. A more appropriate use of the land is as a protected conservation area. In alternative to rezoning this land as R1, we suggest the City Council move to protect the land by means similar to that applied to Little River and Its Mapped Tributaries in (O-0809-3), which states:

> (7) Floodplain Land Conservation -- Any portion of a parcel or lot located in a floodplain and not part of an approved building envelope shall be permanently protected from development as private or public open space through a mechanism acceptable to and approved by the City of Norman. Such mechanism may include, but is not limited to a conservation easement, permanent deed restriction, or transfer to a non-profit conservation organization or government entity.

The subject property under consideration is simply not fit for urbanization development. The land is better suited to conservation easement, based on its physical character and the surrounding needs of the community. The request should be denied.

CONCLUSION

Although growth and progress are necessary to our society, not every space is suited to urbanization. The proposed amendment and rezoning and the accompanying development proposal do not benefit anyone in the community except the developer and their profits. On the contrary, it would serve to diminish the beauty and diversity of Oklahoma's natural resources, create an unreasonable zone of danger in and around our neighborhood, break the City's promise to its citizens, serve detriments to those citizens, and violate the Zoning Code of the City of Norman.

For the foregoing stated reasons, we object and protest to the Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning. We pray the Planning Commission recommend rejection of the request.

This objection and protest should not be taken as a complete list of complaints, causes of action, or damages suffered by the undersigned and in no way limits the undersigned in making any claims against any party involved in any jurisdiction for any cause of action or for any remedy sought.

Very respectfully,

Signature of Owner

Signature of Owner

Alexander Hatton

Printed Name

Printed Name

505 Talon Dr. Norman OK 73072

Property Address

May 6, 2021

Alexander Hatton
505 Talon Drive
Norman, OK 73072

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

RE: Shaz Investments, L.L.C.
Request for Amendment and Rezoning

To the City Clerk:

Please find enclosed my objection and protest to the Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning requested by Shaz Investments, L.L.C.

Best regards,

Alexander Hatton

City of Norman
Planning Commission
201 West Gray Street
Norman, OK. 73069

May 10, 2021

Re: Protest of Shaz Investments, LLC Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning

Dear Planning Commission,

We are writing this letter to raise concerns about the recent proposed extension to the Eagle Cliff West Addition. We have lived at 1200 Southern Hills Circle since 2003, which is on the far SW corner of the Cobblestone Creek neighborhood and abuts to some of the land that is being proposed to be developed.

But we are not writing specifically regarding how this growth affects our property per se, instead, we are focused on concerns for the land owned by Kevin and Sonia Potts to the south of the proposed development. We have two daughters and since they were young, we have taken hikes on the Potts' land and we often bring our cameras, because it is a beautiful piece of property with significant amount of wildlife, including deer, turkeys, and egrets. In fact, we call it the "Norman Serengeti."

The property used to be fairly dry and seemed to be a good piece of land to grow hay, which is what the land had been used for since we have been at our home. But in the past 5 years or so, the land has turned into almost a swamp. We no longer can hike very often along the route we have taken for 20 years, because water now sits on much of the land. In fact, ducks and geese now swim in some of the deeper areas of the water that now resides where they used to farm.

We don't believe this is caused by climate change, but instead appears to have been caused by enhanced water flow from the developments to the North of their land due to the change in how the land is used and the amount of runoff that now flows from the Eagle Cliff additions. We have numerous pictures of the water that sits on the land now, if that is of help.

Our concern is thus not only for protecting the land owned by the Potts' to retain its natural beauty and ecosystem, but also to protect the livelihood of the Potts' and their ability to farm the land. Any further development to the North of that land needs to be able to manage the runoff so that it does not further impact that land.

We are happy to provide further information regarding our concerns.

Sincerely,

Michael O. Eilts

Michael and Tamara Eilts
1200 Southern Hills Circle
Norman, OK 73072
mike@weatherandnature.com
(405) 413-7935

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21-kw

HARTZOG CONGER CASON

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21-LW

DAVID E. BURGET

WRITER'S DIRECT: 405-996-3315
DBURGET@HARTZOGLAW.COM

May 10, 2021

Norman Planning Commission
201 West Gray Street
Norman, OK 73069

Re: Protest of Shaz Investments, L.L.C. Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning (the "**Shaz Request**") ; Our file no. 11996.1501

Ladies and Gentlemen:

We represent Kevin John Potts in his capacity as trustee of The Kevin John Potts Trust, Kevin John Potts in his capacity as trustee of the John D. Potts Trust, Allyson L. Wilson in her capacity as trustee of the Sandra W. Potts Trust, and Andrew John Potts, Jr. Our clients own the land that is generally located West and South of the land that is the subject of the Shaz Request. Our clients and their ancestors have owned their land for generations. Our clients are familiar with the increase in storm water drainage and flooding that has occurred through the years as a result of upstream development and the negative impact on our clients' land and their haying operations. A representative of our clients will be present at the meeting to provide that historical perspective.

It is our belief that the upstream development has been allowed to occur in some instances without detention (i.e. with payment of a fee in lieu) where the criteria for a fee in lieu have not been met. We believe an instance of that is Eagle Cliff South Addition. We believe in other instances, the detention has been inadequate or not properly maintained after responsibility has been turned over to the homeowners association. Regardless, the rate of surface water flow and quantity of flow have been altered by the Eagle Cliff and Cobblestone developments in violation of Norman's Storm Water Master Plan and our clients' common law rights as downstream owners.

Shaz Investments cannot legally prevent injury to its land and maximize its developable land by transferring the surface water drainage problem to our clients. Our clients have sustained damages by reason of Shaz Investments' wrongful activities to which Norman has turned a blind eye or has been complicit perhaps to reap the economic benefit of the development and building permit fees to be obtained and increased ad valorem tax base.

We request that the Shaz Request be denied or at least continued to allow our clients and Shaz to explore possible amicable resolution of the problem to avoid possible litigation that would surely

also involve the City of Norman. It seems Shaz and the City of Norman have decided that our clients' property is a convenient sewer into which they can discharge their problems. Unfortunately for them, the law does not permit that, regardless of any permits or waivers that may have been or may be granted.

We will be in attendance at the meeting on May 13 to address any questions concerning this protest, provide specifics, and show pictures of the types of damage caused by Shaz's wrongful activities, some of which are being submitted with this protest.

Sincerely,

HARTZOG CONGER CASON



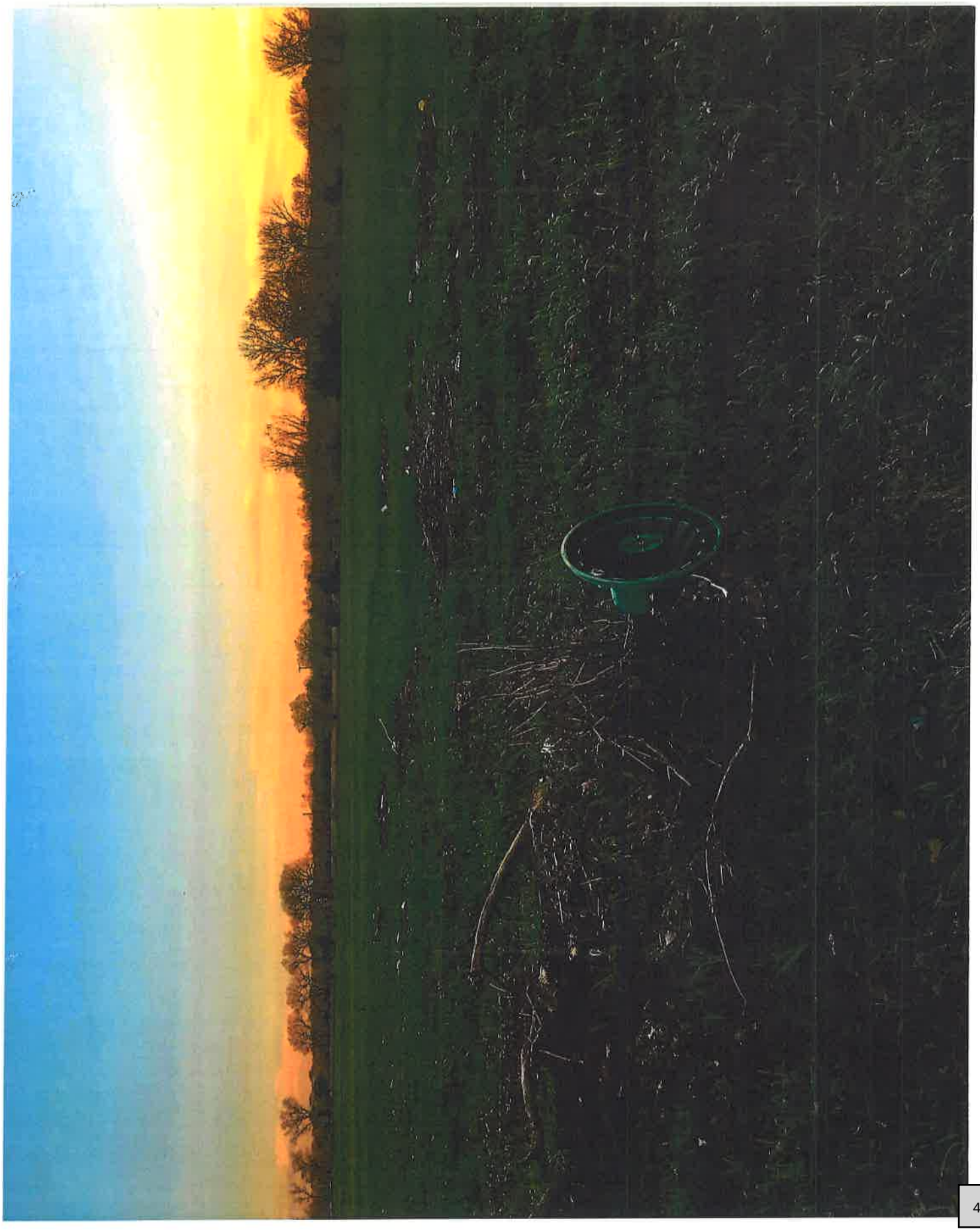
David E. Burget

DEB:

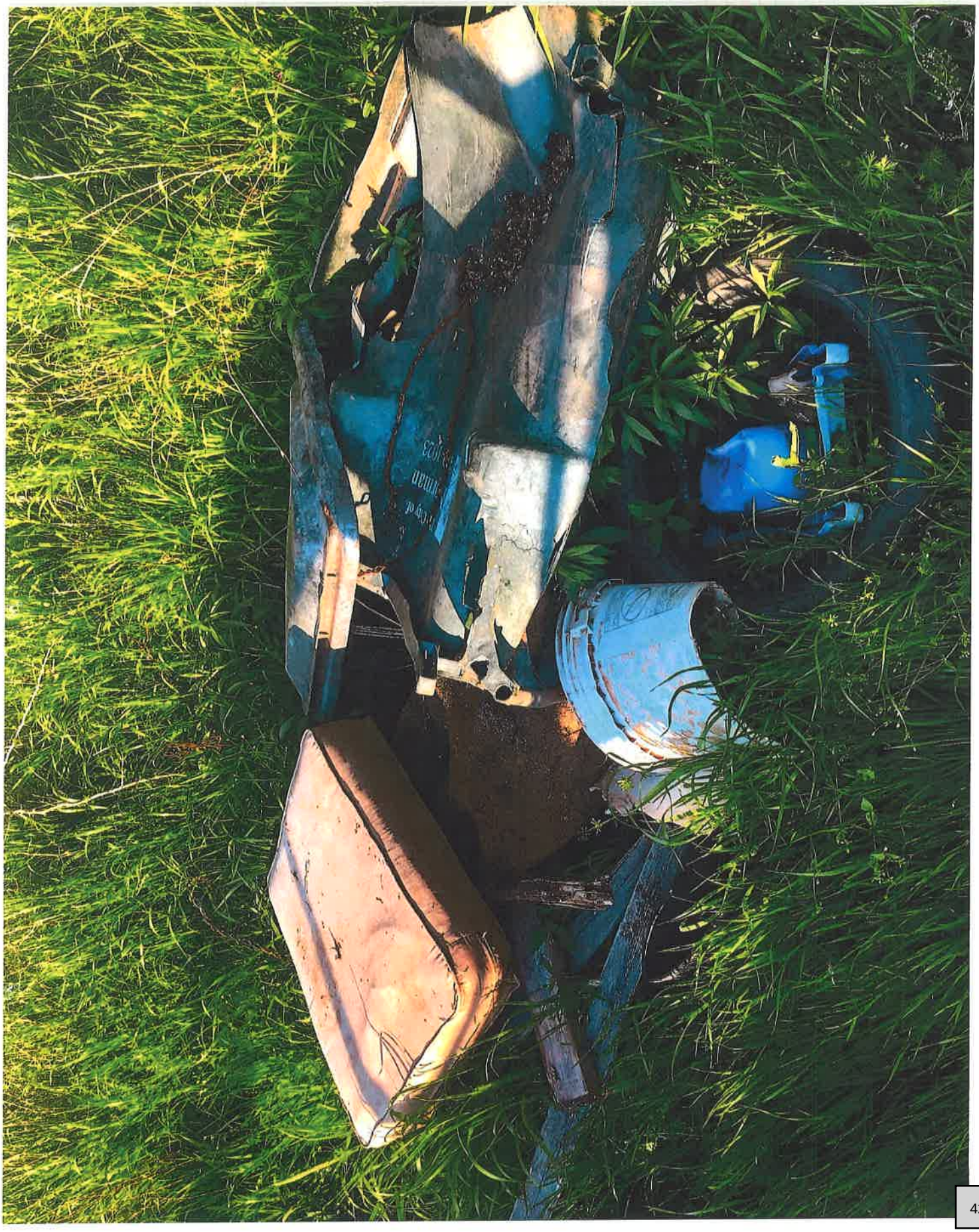
Enclosures

cc: Kevin and Sonja Potts
T. Scott Spradling, Esq.
Rick L. Warren























May 9, 2021

Norman Planning Commission
201 West Gray Street
Norman, OK 73069

RE: Protest of Shaz Investments, L.L.C. Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning ("the Shaz Request"); Our File no 1996.1501

Ladies and Gentlemen:

This letter is to state protest rezone for the purposed development by Shaz Investments that will directly impact undivided interest with my family and myself West and South of the purposed development.

Currently this area of the Ranch has had issues with standing water, trash, debris, and other items that flow out of Bishop Creek. This problem has significantly worsened over the last few years causing persistent damage to our land. This damage is progressively worsening. This issue also impedes our hay crops. There is already significant damage to the land due to inappropriate water drainage with failed retention ponds and poor planning for water mitigation by the City of Norman and Shaz Development from the Eagle Cliff Development. Adding additional homes without pre-assessment of water flow impact that will occur by the addition of 150 homes purposed by Shaz Investments should not occur. To do, as purposed by Shaz Development, a water flow and drainage study after approval of this rezoning and development is poor planning and will cause further damage to our family's property.

I asked that you oppose the request by Shaz Developments request for rezoning.

Sincerely,

Allyson L Wilson

Allyson Wilson

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21-LW

May 9, 2021

Norman Planning Commission
201 West Gray Street
Norman, OK 73069

RE: Protest of Shaz Investments, L.L.C. Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning ("the Shaz Request"); Our File no 1996.1501

Ladies and Gentlemen:

This letter is to state protest of the purposed development by Shaz Investments that will directly impact sixty acres that Sandra Potts holds an undivided interest with my family West and South of the purposed development. I represent Sandra Potts as her acting POA.

Currently this area of the Ranch has had issues with standing water, trash, debris, and other items that flow out of Bishop Creek. This problem has significantly worsened over the last few years causing persistent damage to our land. This damage is progressively worsening. This issue also impedes our hay crops. There is already significant damage to the land due to inappropriate water drainage with failed retention ponds and poor planning for water mitigation by the City of Norman and Shaz Development from the Eagle Cliff Development. Adding additional homes without pre-assessment of water flow impact that will occur by the addition of 150 homes purposed by Shaz Investments should not occur. To do, as purposed by Shaz Development, a water flow and drainage study after approval of this development is poor planning and will cause further damage to my property.

I pled that you vote against Shaz Development's request for rezoning.

Sincerely,

Sandra Potts / Allyson Wilson, POA

Sandra Potts/Allyson Wilson, POA

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21-LW

STATUTORY POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, **SANDRA W. POTTS, 601 East Olivia Terrace, Mustang, Oklahoma 73064,** appoint **ALLYSON LEE WILSON (nee POTTS), 601 East Olivia Terrace, Mustang, Oklahoma 73064,** as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

INITIAL

_____ (A) Real property transactions.

_____ (B) Tangible personal property transactions.

_____ (C) Stock and bond transactions.

_____ (D) Commodity and option transactions.

_____ (E) Banking and other financial institution transactions.

_____ (F) Business operating transactions.

_____ (G) Insurance and annuity transactions.

_____ (H) Estate, trust, and other beneficiary transactions.

_____ (I) Claims and litigation.

_____ (J) Personal and family maintenance.

_____ (K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.

_____ (L) Retirement plan transactions.

_____ (M) Tax matters.

dwp (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

This Power of Attorney shall become effective immediately.

The principal hereby nominates the attorney-in-fact named herein as conservator, guardian of his or her estate, or guardian of his or her person for consideration by the Court if protective proceedings for the principal's person or estate are commenced after the execution of this Power of Attorney.

_____

_____

_____

(Attach additional pages, if needed.)

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

This Power of Attorney will continue to be effective even though I become disabled, incapacitated or incompetent.

STRIKE THE PRECEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO CONTINUE IF YOU BECOME DISABLED, INCAPACITATED OR INCOMPETENT.

This Power of Attorney shall not be affected by subsequent disability, incapacity, or extended absence of the principal, or lapse of time.

I agree that any third party who receives a copy of this document may act under it. Revocation of the Power of Attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 15th day of February, 2017.

Sandra W. Potts

SANDRA W. POTTS

445-32-4491

Social Security Number

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This document was acknowledged before me on this 15th day of February, 2017, by **SANDRA W. POTTS.**

Notary Public

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

May 10, 2021

City of Norman Planning Commission
201 West Gray Street
Norman, OK 73069

RE: Protest of Shaz Investments, LLC Request for Norman 2025
Land Use and Transportation Plan Amendment and Rezoning

Planning Commission members,

I am writing this letter in order to make you aware of the past, present, and possibly future damages created by stormwater flowing across my property. My grandpa purchased this property in the early 1960's. He owned it until his passing in the late 1980's when he passed it on to his two sons, one of which was my father, and my father passed it on to me and my two sisters. I am the third generation that has farmed this property. The fourth and fifth generations are now enjoying the property and all it has to offer.

Yesterday, I was out surveying Bishop Creek's numerous blockages with my family, which included my two young grandsons, when both asked me where all the trash came from. I have included a picture **(Photo #1)** of this blockage and associated trash that has washed down from the City of Norman. Over the years the increase in stormwater flowing down Bishop Creek and across my property has impacted our hay farming business. As the Eagle Cliff and Cobblestone housing additions have expanded further south, the stormwater volume and concentration has exponentially increased, as our property lies directly south and southwest of these two housing additions. Currently there is stormwater standing in the tall fescue hayfield directly south of Eagle Cliff Section 7. The hay was ready to cut two weeks ago but with the standing water and ground saturation levels being so high **(Photo #2 attached)** hay production cannot begin.

Therefore, due to the past and present disregard by the City of Norman and Shaz Investments, LLC for not implementing a stormwater drainage system to prevent any adverse impact on my property, I oppose this rezoning request.

Sincerely,

Kevin J. Potts

Kevin J. Potts

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21 - KW

Photo #1



Photo #2



MEMORANDUM OF TRUST
THE JOHN D. POTTS LIVING TRUST
DATED JULY 18, 2016

KNOW ALL MEN BY THESE PRESENTS:

John D. Potts, a single person, has created the John D. Potts Living Trust Dated July 18, 2016, ("the Trust") which is an express private revocable trust, and named himself as the trustee of the Trust with full power and authority to act during his lifetime.

1. POWERS OF THE TRUSTEE. The trustee has the right and authority to sell, lease, or mortgage the property in the trust name.

2. APPOINTMENT OF SUCCESSOR TRUSTEE. **John D. Potts** and **Kevin John Potts** are designated as the initial Trustees, either of whom can act individually and without joinder by the other. If either is unable or unwilling to serve for any reason, including incapacity or death, then the other shall act as the sole Trustee. If both John D. Potts and Kevin John Potts are unable or unwilling to serve for any reason, including incapacity or death, then **Allyson Lee Wilson** is appointed as Successor Trustee. If Allyson Lee Wilson becomes unable or unwilling to serve for any reason, including incapacity or death, then **Ellen Kay Smith** is appointed as Successor Trustee.

3. EVIDENCE OF DEATH OR INCAPACITY OF TRUSTEE. The death of the Settlor shall be evidenced by the filing in the office of the County Clerk in each County where real property is situated a copy of this Memorandum and a copy of the death certificate of the Settlor issued by the appropriate agency. The decision as to whether the Settlor and\or Trustee is disabled because of incapacity or inability to act due to advanced age, illness, or other cause shall be made by unanimous consent of Kevin John Potts, Allyson Lee Wilson, and Ellen Kay Smith, provided each are competent. The filing of the evidence shall be conclusive evidence of the power of the succeeding Co-Trustees to act in the place and stead of the prior trustee. In case of property other than real property, the filing of the Memorandum shall not be required to allow a trustee to act.

4. ADDITIONAL AUTHORIZED SIGNERS FOR DEPOSIT ACCOUNTS. Under this Trust, the Settlor/Trustee may appoint additional authorized signers for

deposit accounts. The Successor Trustee(s) may also appoint additional authorized signers for deposit accounts.

Dated: July 18, 2016.

John D. Potts, Settlor and Trustee

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

The foregoing was acknowledged before me this 18th day of July, 2016, by John D. Potts, Settlor and Trustee.

My Commission expires:

Notary Public

NOTARY PUBLIC OKLAHOMA
OFFICIAL SEAL
CHERYL CLAYTON
Commission # 11003554
Expires Apr. 18, 2019

ORIGINAL PLACED IN
WILL VAULT AT
HARTZOG CONGER CASON & NEVILLE

MEMORANDUM OF TRUST

1. On the 11th day of December, 2013, KEVIN JOHN POTTS, as the Settlor, and KEVIN JOHN POTTS and SONJA ANNETTE POTTS, as the Co-Trustees, created the KEVIN JOHN POTTS TRUST (the "Trust").

2. Section 6.1(a) of the Trust provides with respect to the initial and successor Trustees as follows:

> "(a) The KEVIN JOHN POTTS TRUST. The initial Co-Trustees of the KEVIN JOHN POTTS TRUST shall be KEVIN JOHN POTTS and SONJA ANNETTE POTTS. If either of them fails to serve or continue to serve for any reason, including death, resignation or incapacity, then the other shall serve. If both of them fail to serve or continue to serve for any reason, including death, resignation or incapacity, then ALLYSON WILSON shall serve as successor Trustee. If she fails to serve or continue to serve for any reason, including death, resignation or incapacity, then STEVEN SCOTT DAVIS shall serve as successor Trustee."

3. Section 8.1 of the Trust provides for the delegation of duties between Co-Trustees as follows:

> "8.1 Authority to Make Trust Decisions. All Trust decisions shall be made by the Trustee. If more than one Trustee is serving, then all Trust decisions shall be made by a majority vote of the Trustees then serving. However, except as otherwise provided herein, in the event two or more persons or entities are acting as Trustees, they may by written agreement delegate any Trustee's duties and powers between and among themselves as they may agree, except that no Independent Trustee may delegate away its authority to make discretionary distributions or to make other decisions, the discretionary authority for which is conferred solely on the Independent Trustee by the terms hereof. Any person with whom the Trustee conducts any business or affairs shall be entitled to rely upon this written agreement. In addition, KEVIN JOHN POTTS and SONJA ANNETTE POTTS hereby agree and delegate, individually and collectively, all of the duties and powers of the Trustees of the KEVIN JOHN POTTS TRUST (whether arising under the Trust or by law, without limitation) to each of them, individually, so that any or all of the powers and duties of the Trustees may be exercised by either one of them acting alone. The Trustees hereby authorize third persons to rely on any action taken by either or both of KEVIN JOHN POTTS and SONJA ANNETTE POTTS in his, her or their capacity as a Trustee with respect to any and all Trust assets and other trust matters.

If more than one Trustee is serving, then any Trust decisions made by the Trustee may be made at any meeting of the Trustees at which a majority of all the Trustees are present either in person or electronically. Any action that may be taken at any meeting of the Trustees may be taken without a meeting if consent in writing setting forth the action so taken is signed by those Trustees authorized to take such action. Any such consent may be signed in one or more counterparts. If all Trustees did not sign any such consent, then the Trustees who did sign such consent shall promptly give a copy of the consent to those Trustees who did not sign the consent."

4. Section 6.2 of the Trust provides for the appointment of successor and additional Trustees and filling of a Trustee vacancy as follows:

"6.2 Additional or Substitute Trustees; Vacancies. With respect to each Trust created hereunder, the Trustee or a majority of the Trustees at any time serving, or any person herein named to serve as a Trustee, may designate in writing one or more successor or additional Trustee or Trustees, including Independent Trustees. If the person appointing the successor is not currently a Trustee, then that person may nevertheless appoint a successor to serve in the event that named Trustee is unable or unwilling to serve for any reason, in which case said written designation shall override the successor trustee provisions contained in Section 6.1. Notice of any such written designation shall be given to all adult beneficiaries of that Trust in order to become effective, and may be revoked or amended at any time in a like manner. Notwithstanding the foregoing, the Settlor retains the right at any time to remove any Trustee and appoint a successor Trustee.

In the event of a vacancy in the office of Trustee for any reason, then the Settlor's wife, if she is living, and if not then a majority of the Settlor's adult beneficiaries may appoint a successor Trustee, so long as the successor is an Independent Trustee. If the successor Trustee is an individual, then that individual must have substantial experience in business and financial matters and must have an excellent reputation in the community for good judgment and personal character. If the successor is a corporation, it shall have trust powers and assets under management in excess of Fifty Million Dollars ($50,000,000). If a beneficiary of a Trust created hereunder is a minor or under another legal disability, then the successor Trustee appointment powers described herein may be exercised by the legal or natural guardian or other legal representative of the minor or legally disabled beneficiary."

5. Section 8.2 of the Trust provides for the investment powers of the Trustee as follows:

"8.2 General Investment and Management Powers. The Trustee, for any consideration or purpose that it shall deem proper, may sell, exchange, alter, mortgage, pledge or otherwise dispose of the assets of any Trust; invest and reinvest the Trust assets (including non-income producing assets for the personal use or benefit of the beneficiaries), as determined by the Trustee to be in the best

interests of the beneficiaries; engage in any business or activity, and enter into any partnership (either as a general or limited partner) with any person and any trustee under any other trust; borrow any amount believed by the Trustee to be appropriate at any time for the purpose of making any principal payment or distribution, or for any other purpose that in the opinion of the Trustee shall be proper and in the best interests of the beneficiaries of the Trust; execute obligations, negotiable and nonnegotiable; join in by deposit, pledge, or otherwise any plan of reorganization or readjustment of any corporation or other means of protecting or dealing with any investments of any Trust estate, and vest in a protective committee or committees or other legal entities such power as in the opinion of the Trustee may be desirable; assume the payment of or extend and renew any indebtedness incurred by the Trustee then acting or any prior Trustee; sell for cash and/or credit all or any part of the assets of any particular Trust; sue and be sued; settle, compromise or waive claims or demands in favor of or against any Trust estate; waive or release rights of any kind; appoint, remove, and act through agents, managers and employees, and confer upon them such powers and authority as the Trustee shall deem necessary or desirable; vote shares of stock in person or by proxy, with or without power of substitution, and exercise and perform any and all rights, privileges and powers inuring to the holder of any stock or securities comprising at any time a part of any Trust estate; grant or lease oil, gas and other minerals, or any one or more of them, including, but not limited to, the power to make and release oil, gas and mineral leases and subleases covering one or more of said substances, or any interest or interests, or right or rights therein, and make mineral deeds and royalty transfers covering oil, gas and other mineral interests or any one or more of them, or any interest or interests or right or rights therein, and create, reserve and dispose of overriding royalties, oil payments, gas payments, production payments, and any one or more of the foregoing, and execute division orders, transfer orders, and oil and/or gas sales contracts and enter into gas storage leases, development and drilling contracts, operating contracts and arrangements and unitization agreements, as operator or nonoperator, and make agreements for present or future pooling of any and all interests in oil, gas and other mineral properties with all of the rights and powers that an individual has in conducting his own oil and gas business; pay all reasonable expenses; execute and deliver any deeds, conveyances, leases, assignments, contracts or written instruments of any character appropriate to any of the powers or duties of the Trustee. The Trustee may buy, sell and trade in securities of any kind, including stock options, commodities, futures, short sales and on margin, and for such purposes, the Trustee may maintain and operate margin accounts with brokers and may pledge any securities held or purchased with such brokers as security for loans and advances made to the Trustee for such purposes."

6. Section 8.4 of the Trust provides for real estate powers of the Trustee as follows:

"8.4 Real Estate Powers. The Trustee is authorized to sell, exchange, dispose of, improve, repair, lease, grant options on, or deal in any like manner with any real estate comprising a part of the trust estate; and to foreclose, extend, renew, assign, release or partially release, and discharge mortgages or other liens."

7. Section 8.6 of the Trust authorizes third persons to rely on the Trustee's authority to deal with the Trust assets as follows:

"8.6 Liability of Disinterested Party. No person dealing with a Trustee shall be required to ascertain the authority of the Trustee nor be responsible in any way for the proper application of funds or property paid to the Trustee for the account of the Trust; but, if acting in good faith, may deal with the Trustee as though it were the unconditional owner."

8. Section 8.20 of the Trust provides that successor Trustees shall have all of the powers conferred upon the initial Trustee as follows:

"8.20 Powers of Successor Trustee. Any successor Trustee of any Trust created hereunder shall have, from and after appointment or succession to office hereunder and without assignment or action by any person, all the rights, interests and powers granted to and vested in the Trustee."

9. If and when the initial Co-Trustees of the Trust shall fail to continue to serve as Trustee, the successor Trustee appointed in Section 6.1, or appointed as provided in Section 6.2 of the Trust shall file an affidavit setting forth the facts causing a succession of Trustee and the successor Trustee's acceptance of the duties as Trustee. All persons shall thereafter be entitled to deal with such successor Trustee as Trustee of the Trust.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Trust this 11th day of December, 2013.

Kevin J. Potts

KEVIN JOHN POTTS, Settlor and Co-Trustee

Sonja Annette Potts

SONJA ANNETTE POTTS, Co-Trustee

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared KEVIN JOHN POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as the Settlor and as a Co-Trustee, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of December, 2013.

Kim D. Akers
Notary Public

My Commission Expires:

My Commission Number:
(SEAL)



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

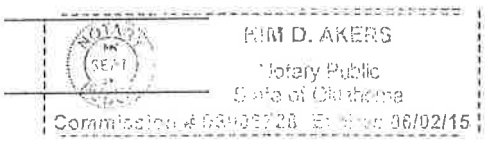
BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared SONJA ANNETTE POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as a Co-Trustee, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of December, 2013.

Kim D. Akers
Notary Public

My Commission Expires:

My Commission Number:
(SEAL)



T:\11996.1001\MEMO\Memorandum of Trust - Kevin (532321).doc

May 10, 2021

City of Norman Planning Commission
201 West Gray Street
Norman, OK 73069

RE: Protest of Shaz Investments, LLC Request for Norman 2025
Land Use and Transportation Plan Amendment and Rezoning

Planning Commission members,

This letter is to give you information that you may not have to be used in your decision about the Shaz Investments, LLC amendment and rezoning request that is on the agenda for the May 13, 2021 Planning Commission meeting. I am a property owner of land that lies immediately south of land owned by Shaz and the Eagle Cliff Additions that Shaz has developed in the past. The developments have seriously impacted our land in many ways. The lack of a stormwater plan, other than sending it to the floodplain as has been done with previous developments, has caused serious flooding issues as water and trash pour out of Bishop Creek and other runoff areas onto our property.

I have two photos attached that represent many issues with the Eagle Cliff Additions that have been developed and then approved by the City of Norman. **Photo #1**-Accipiter Street runs east and west in Eagle Cliff and this photo shows where Accipiter ends on the west. This is a street that will not be extended by the new development and ends abruptly where there is a barricade and the concrete stops. Serious erosion has occurred to this public street which slopes downward as it heads west. There was no plan for the stormwater runoff which has now created its own path south towards our property.

Photo #2-This photo is from the most recent Shaz development that is currently under construction and was approved by the City in 2019, which I believe will all be houses on Osprey Drive. Water from the Cobblestone West detention pond and runoff from the impervious surfaces on Osprey Drive appear to be draining through the pipe under Osprey as can be seen in the photo. Water has already begun to erode the area beyond where the water exits the pipe and is creating its path towards our property by heading south and east.

For the above reasons, I am protesting this development and asking you to consider voting against this proposed development.

As I am sure you do also, I love Norman, and I have lived here for over 40 years and raised two children here and I want to see our city be a beautiful place for future generations.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21 - KW

Sincerely,

Sonja A. Potts

Sonja A. Potts
(405)613-8304

Photo #1



Photo #2



Photo #3



ORIGINAL PLACED IN
WILL VAULT AT
HARTZOG CONGER CASON & NEVILLE

MEMORANDUM OF TRUST

1. On the 11th day of December, 2013, KEVIN JOHN POTTS, as the Settlor, and KEVIN JOHN POTTS and SONJA ANNETTE POTTS, as the Co-Trustees, created the KEVIN JOHN POTTS TRUST (the "Trust").

2. Section 6.1(a) of the Trust provides with respect to the initial and successor Trustees as follows:

> "(a) The KEVIN JOHN POTTS TRUST. The initial Co-Trustees of the KEVIN JOHN POTTS TRUST shall be KEVIN JOHN POTTS and SONJA ANNETTE POTTS. If either of them fails to serve or continue to serve for any reason, including death, resignation or incapacity, then the other shall serve. If both of them fail to serve or continue to serve for any reason, including death, resignation or incapacity, then ALLYSON WILSON shall serve as successor Trustee. If she fails to serve or continue to serve for any reason, including death, resignation or incapacity, then STEVEN SCOTT DAVIS shall serve as successor Trustee."

3. Section 8.1 of the Trust provides for the delegation of duties between Co-Trustees as follows:

> "8.1 Authority to Make Trust Decisions. All Trust decisions shall be made by the Trustee. If more than one Trustee is serving, then all Trust decisions shall be made by a majority vote of the Trustees then serving. However, except as otherwise provided herein, in the event two or more persons or entities are acting as Trustees, they may by written agreement delegate any Trustee's duties and powers between and among themselves as they may agree, except that no Independent Trustee may delegate away its authority to make discretionary distributions or to make other decisions, the discretionary authority for which is conferred solely on the Independent Trustee by the terms hereof. Any person with whom the Trustee conducts any business or affairs shall be entitled to rely upon this written agreement. In addition, KEVIN JOHN POTTS and SONJA ANNETTE POTTS hereby agree and delegate, individually and collectively, all of the duties and powers of the Trustees of the KEVIN JOHN POTTS TRUST (whether arising under the Trust or by law, without limitation) to each of them, individually, so that any or all of the powers and duties of the Trustees may be exercised by either one of them acting alone. The Trustees hereby authorize third persons to rely on any action taken by either or both of KEVIN JOHN POTTS and SONJA ANNETTE POTTS in his, her or their capacity as a Trustee with respect to any and all Trust assets and other trust matters.

If more than one Trustee is serving, then any Trust decisions made by the Trustee may be made at any meeting of the Trustees at which a majority of all the Trustees are present either in person or electronically. Any action that may be taken at any meeting of the Trustees may be taken without a meeting if consent in writing setting forth the action so taken is signed by those Trustees authorized to take such action. Any such consent may be signed in one or more counterparts. If all Trustees did not sign any such consent, then the Trustees who did sign such consent shall promptly give a copy of the consent to those Trustees who did not sign the consent."

4. Section 6.2 of the Trust provides for the appointment of successor and additional Trustees and filling of a Trustee vacancy as follows:

"6.2 Additional or Substitute Trustees; Vacancies. With respect to each Trust created hereunder, the Trustee or a majority of the Trustees at any time serving, or any person herein named to serve as a Trustee, may designate in writing one or more successor or additional Trustee or Trustees, including Independent Trustees. If the person appointing the successor is not currently a Trustee, then that person may nevertheless appoint a successor to serve in the event that named Trustee is unable or unwilling to serve for any reason, in which case said written designation shall override the successor trustee provisions contained in Section 6.1. Notice of any such written designation shall be given to all adult beneficiaries of that Trust in order to become effective, and may be revoked or amended at any time in a like manner. Notwithstanding the foregoing, the Settlor retains the right at any time to remove any Trustee and appoint a successor Trustee.

In the event of a vacancy in the office of Trustee for any reason, then the Settlor's wife, if she is living, and if not then a majority of the Settlor's adult beneficiaries may appoint a successor Trustee, so long as the successor is an Independent Trustee. If the successor Trustee is an individual, then that individual must have substantial experience in business and financial matters and must have an excellent reputation in the community for good judgment and personal character. If the successor is a corporation, it shall have trust powers and assets under management in excess of Fifty Million Dollars ($50,000,000). If a beneficiary of a Trust created hereunder is a minor or under another legal disability, then the successor Trustee appointment powers described herein may be exercised by the legal or natural guardian or other legal representative of the minor or legally disabled beneficiary."

5. Section 8.2 of the Trust provides for the investment powers of the Trustee as follows:

"8.2 General Investment and Management Powers. The Trustee, for any consideration or purpose that it shall deem proper, may sell, exchange, alter, mortgage, pledge or otherwise dispose of the assets of any Trust; invest and reinvest the Trust assets (including non-income producing assets for the personal use or benefit of the beneficiaries), as determined by the Trustee to be in the best

interests of the beneficiaries; engage in any business or activity, and enter into any partnership (either as a general or limited partner) with any person and any trustee under any other trust; borrow any amount believed by the Trustee to be appropriate at any time for the purpose of making any principal payment or distribution, or for any other purpose that in the opinion of the Trustee shall be proper and in the best interests of the beneficiaries of the Trust; execute obligations, negotiable and nonnegotiable; join in by deposit, pledge, or otherwise any plan of reorganization or readjustment of any corporation or other means of protecting or dealing with any investments of any Trust estate, and vest in a protective committee or committees or other legal entities such power as in the opinion of the Trustee may be desirable; assume the payment of or extend and renew any indebtedness incurred by the Trustee then acting or any prior Trustee; sell for cash and/or credit all or any part of the assets of any particular Trust; sue and be sued; settle, compromise or waive claims or demands in favor of or against any Trust estate; waive or release rights of any kind; appoint, remove, and act through agents, managers and employees, and confer upon them such powers and authority as the Trustee shall deem necessary or desirable; vote shares of stock in person or by proxy, with or without power of substitution, and exercise and perform any and all rights, privileges and powers inuring to the holder of any stock or securities comprising at any time a part of any Trust estate; grant or lease oil, gas and other minerals, or any one or more of them, including, but not limited to, the power to make and release oil, gas and mineral leases and subleases covering one or more of said substances, or any interest or interests, or right or rights therein, and make mineral deeds and royalty transfers covering oil, gas and other mineral interests or any one or more of them, or any interest or interests or right or rights therein, and create, reserve and dispose of overriding royalties, oil payments, gas payments, production payments, and any one or more of the foregoing, and execute division orders, transfer orders, and oil and/or gas sales contracts and enter into gas storage leases, development and drilling contracts, operating contracts and arrangements and unitization agreements, as operator or nonoperator, and make agreements for present or future pooling of any and all interests in oil, gas and other mineral properties with all of the rights and powers that an individual has in conducting his own oil and gas business; pay all reasonable expenses; execute and deliver any deeds, conveyances, leases, assignments, contracts or written instruments of any character appropriate to any of the powers or duties of the Trustee. The Trustee may buy, sell and trade in securities of any kind, including stock options, commodities, futures, short sales and on margin, and for such purposes, the Trustee may maintain and operate margin accounts with brokers and may pledge any securities held or purchased with such brokers as security for loans and advances made to the Trustee for such purposes."

6. Section 8.4 of the Trust provides for real estate powers of the Trustee as follows:

"8.4 Real Estate Powers. The Trustee is authorized to sell, exchange, dispose of, improve, repair, lease, grant options on, or deal in any like manner with any real estate comprising a part of the trust estate; and to foreclose, extend, renew, assign, release or partially release, and discharge mortgages or other liens."

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8. Section 8.20 of the Trust provides that successor Trustees shall have all of the powers conferred upon the initial Trustee as follows:

"8.20 Powers of Successor Trustee. Any successor Trustee of any Trust created hereunder shall have, from and after appointment or succession to office hereunder and without assignment or action by any person, all the rights, interests and powers granted to and vested in the Trustee."

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Trust this 11th day of December, 2013.

Kevin J. Potts

KEVIN JOHN POTTS, Settlor and Co-Trustee

Sonja Annette Potts

SONJA ANNETTE POTTS, Co-Trustee

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared KEVIN JOHN POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as the Settlor and as a Co-Trustee, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of December, 2013.

Kim D. Akers
Notary Public

My Commission Expires:

My Commission Number:
(SEAL)

KIM D. AKERS
Notary Public
State of Oklahoma
Commission # 03002728 Expires 06/02/15

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared SONJA ANNETTE POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as a Co-Trustee, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of December, 2013.

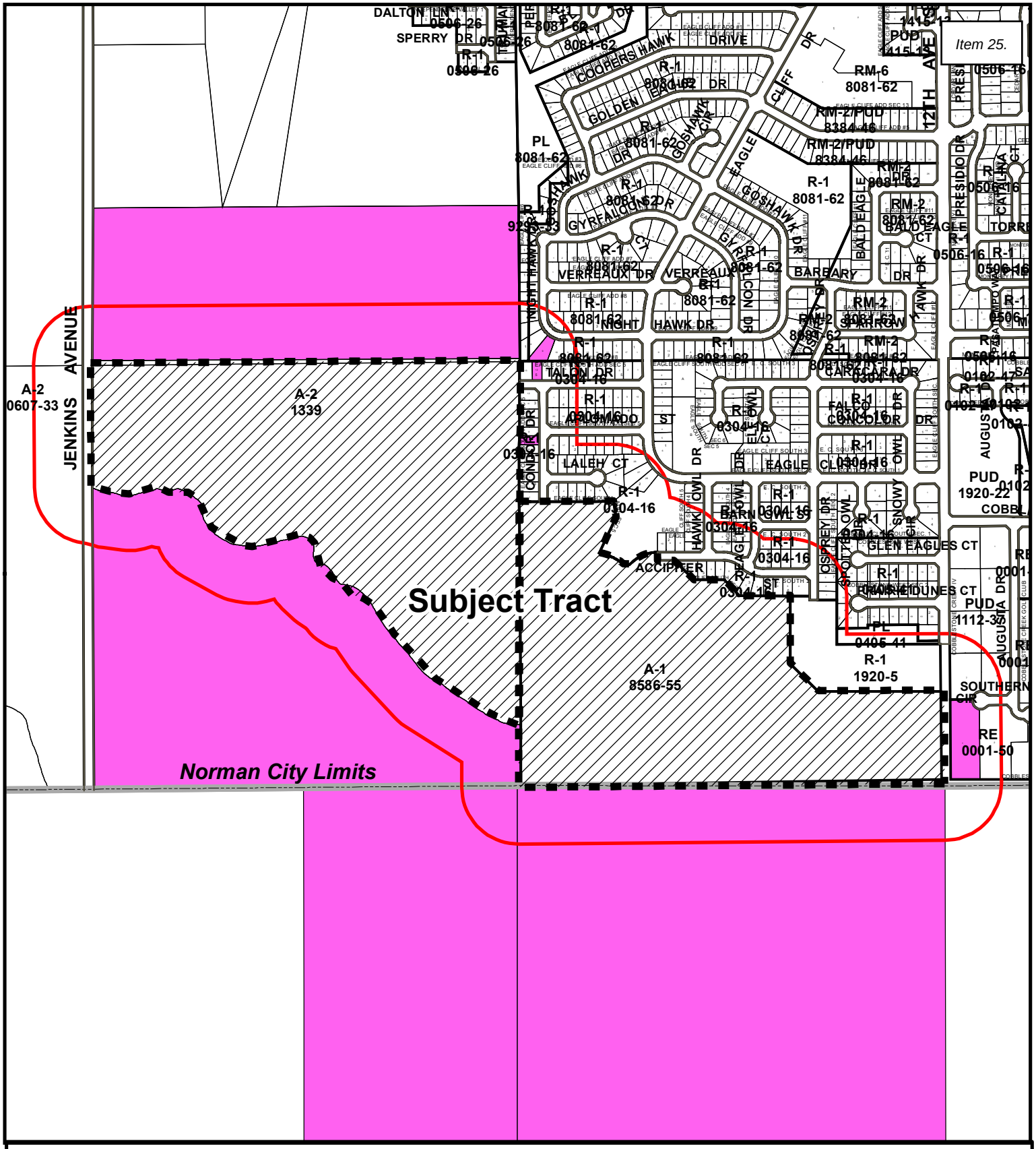
Kim D. Akers
Notary Public

My Commission Expires:

My Commission Number:
(SEAL)

KIM D. AKERS
Notary Public
State of Oklahoma
Commission # 03002728 Expires 06/02/15

T:\11996.1001\MEMO\Memorandum of Trust - Kevin (532321).doc



Protest Map

56.4% Protest Within Notification Area

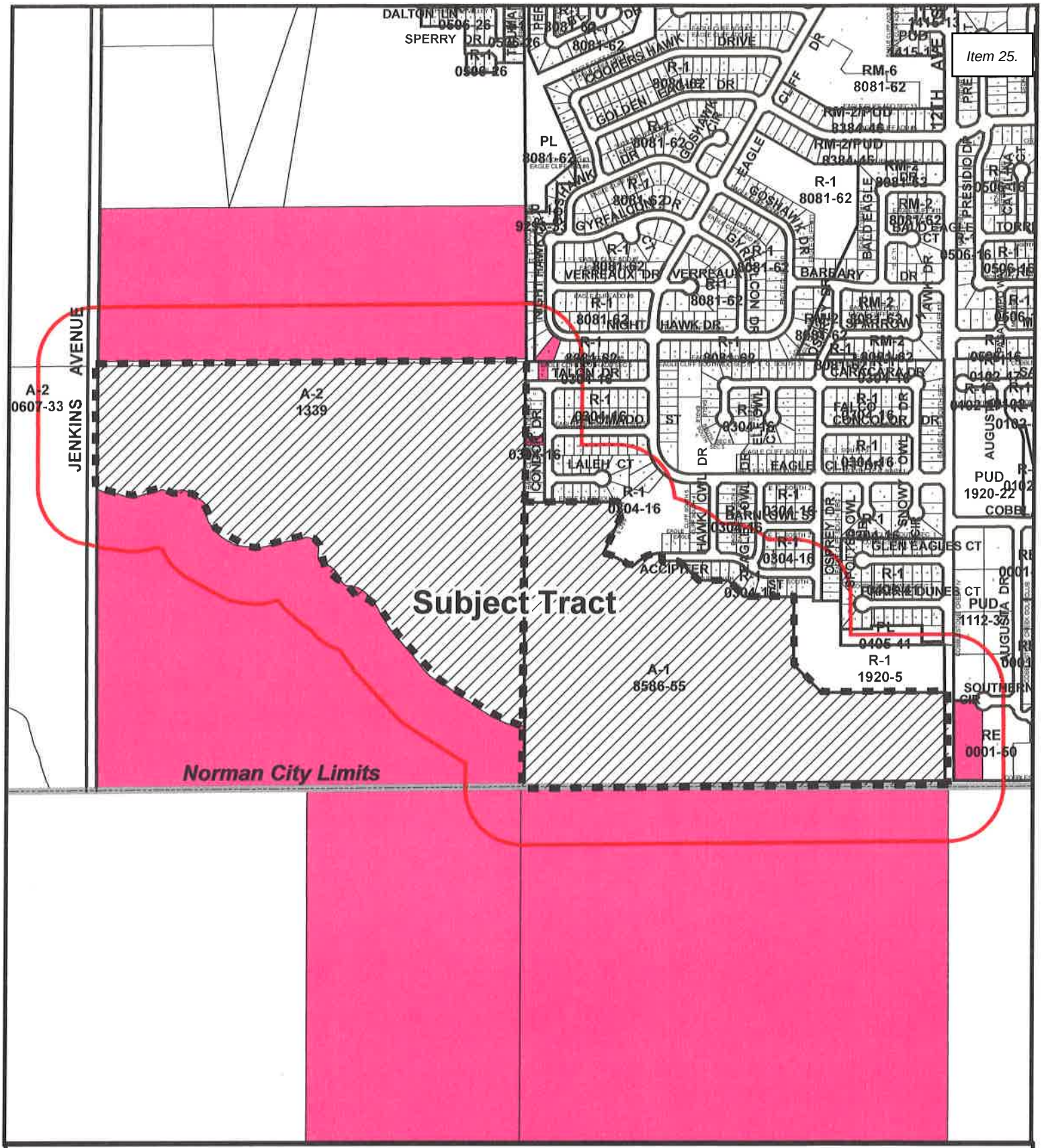
Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

N
W E
S

0 400 800 Feet

June 28, 2021

Subject Tract
Notification Area
Protest



Protest Map

56.4% Protest Within Notification Area

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

N W E S

0 400 800 Feet

June 28, 2021

Subject Tract

Notification Area

Protest

May 19, 2021

City of Norman City Council
201 West Gray Street
Norman, OK 73069

RE: Protest of Shaz Investments, LLC Request for Norman 2025
Land Use and Transportation Plan Amendment and Rezoning

City Council members,

I am the owner of B & L Ranch, LLC that owns property south of Highway 9 and east of Jenkins in the City of Norman. I am writing this letter of protest to state my opposition for the rezoning request and amendment of the 2025 Plan proposed by Shaz Investments, LLC. My property has seen an increase in the amount of standing water, as a result of stormwater runoff, in recent years and for that reason I am protesting this request by Shaz Investments, LLC

Sincerely,

William L. Baskett

William L. Baskett
(405) 323-3000

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-14-21 9AM

#3

June 1, 2021

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

RE: Protest of Shaz Investments, LLC Request for Norman 2025
Land Use and Transportation Plan Amendment and Rezoning

City of Norman City Clerk:

I am the owner of property that is located south of Highway 9 on south Jenkins and Post Oak Road with the address of 4700 S. Jenkins. I am writing this letter of protest to state my opposition to the rezoning request and amendment of the 2025 Plan proposed by Shaz Investments, LLC.

Sincerely,

Walter E Vanderburg

Walter E. Vanderburg
(405) 820-7718

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-14-21

outsid

City of Norman Predevelopment **April 22, 2021**

Applicant: Shaz Investments, L.L.C.

Project Location: West of 12th Avenue SE approx. ¾ mile south of Cedar Lane Road

Case Number: PD21-14

Time: 6:00 p.m.

Applicant/Representative
Kendall Dillon, Crafton Tull

Attendees
This was a virtual meeting on Zoom. The following attendees were in person and via Zoom.
Sonja Potts
Kevin Potts
Allyson Wilson
David Seamans
ECS
Ellie Hartley
Michael Eilts

City Staff
Jane Hudson, Planning and Community Development Director
Lora Hoggatt, Planning Services Manager
Beth Muckala, Assistant City Attorney
Todd McLellan, Development Engineer

Application Summary
The applicant is requesting a preliminary plat, rezoning from A-1, General Agriculture, and A-2, Rural Agriculture, to R-1, Single-Family Dwelling, and a NORMAN 2025 Land Use Amendment from Future Urban Service Area to Current Urban Service Area.

Neighbor's Comments/Concerns/Responses
Neighbors voiced many concerns regarding drainage and stormwater controls. The previous Eagle Cliff development has experienced erosion problems and wanted to know what solutions are proposed for the new subdivision. Neighbors asked about traffic on Osprey and expected traffic from the new development. Neighbors asked about plans for the existing trees on the property.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

MAY 13, 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, and via video conference, on the 13th day of May, 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 6:34 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT (via video conference)	Sandy Bahan Lark Zink Dave Boeck Michael Jablonski Erin Williford Steven McDaniel Erica Bird
MEMBERS ABSENT	Nouman Jan Mark Daniels

A quorum was present.

STAFF MEMBERS PRESENT (in person, except as noted)	Jane Hudson, Director, Planning & Community Development Roné Tromble, Recording Secretary Bryce Holland, Multimedia Specialist Beth Muckala, Asst. City Attorney (video) David Riesland, Traffic Engineer Todd McLellan, Development Engineer

* * *

Item No. 10a, being:
R-2021-115 – SHAZ INVESTMENTS, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN FROM FUTURE URBAN SERVICE AREA TO CURRENT URBAN SERVICE AREA FOR APPROXIMATELY 41.46 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.

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

Item No. 10b, being:
O-2021-44 – SHAZ INVESTMENTS, L.L.C. REQUESTS REZONING FROM A-1, GENERAL AGRICULTURAL DISTRICT, AND A-2, RURAL AGRICULTURAL DISTRICT, TO R-1, SINGLE FAMILY DWELLING DISTRICT, FOR APPROXIMATELY 41.46 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
4. Pre-Development Summary

Item No. 10c, being:
PP-2021-11 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHAZ INVESTMENTS, L.L.C. (CRAFTON TULL & ASSOCIATES) FOR EAGLE CLIFF WEST ADDITION FOR APPROXIMATELY 151.48 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Request for Variance – length of cul-de-sac
6. Pre-Development Summary

PRESENTATION BY STAFF:
1. Jane Hudson reviewed the staff report, a copy of which is filed with the minutes. We did receive protests which amounted 40.4% for these areas shown in pink.

2. Mr. Jablonski – Can you tell me about this floodplain and what kind of floodplain is it? And is the classification realistic? One of the protests points out that, because of inappropriate stormwater management, that the area has been holding a lot more water than it historically did, and that concerns me.

Todd McLellan – Yes, Commissioner. I'm the Development Engineer for the City of Norman. The floodplain you're referring to, that's the Canadian River and Bishop Creek floodplain and it's currently zoned AE which means that there's base flood elevation data for that area. There was a detailed study by FEMA. The last time the map was updated was 2008 so there may be additional water ponding up and building up down there, and that's probably due to the upstream development. As far as I know, there are no plans to update the maps, although we've been requesting that the Bishop Creek floodplain map be updated. Right now, because of funding, that hasn't been done.

3. Ms. Bird – Jane had mentioned that the staff had recommended the fee in lieu of the detention ponds. Can I have some more explanation as to why that recommendation happened on this particular project?

Mr. McLellan – Sure, Commissioner, I'll be happy to explain it. The way that works is when we have development near the rivers we like to do fee in lieu of detention because not providing detention during a storm allows the runoff to get out of the developed area quicker than if we did do detention. We want it to get out there quicker before the peak flow from Bishop Creek comes down the stream. Therefore, by getting it out there, we have less flooding when we get it out there ahead of time. I believe the area of Bishop Creek – the total drainage area – is very large; it's approximately 6,700 acres. So during a large event we have quite a peak flow coming down the creek. By doing fee in lieu of detention, we get the water from this development out headed toward the river and the creek faster than if we did do detention. It reduces the flooding potential by not combining with the peak flow coming down Bishop Creek.

4. Mr. Boeck – I guess that would be my big question here. Obviously, we're at the end of Norman – this is the end of the City of Norman boundary here, and the river runs through here and Bishop Creek. There's been lots of concerns of Bishop Creek when you get up to, like, Lindsey and north of Lindsey, and actually down into Sherwood Forest and those areas, because of all the development that's gone on, and the City deals with that on a continual basis. But I guess the question I have is where do I see the concern from some comment from some protest was in terms of flooding, but I'm not sure where the concern for flooding would be in these residential neighborhoods, because, again, this is at the end of Norman. This is the end of development for this part of the river and creek. So what's the concern?

Mr. McLellan – You have to ask the protestors, but I believe the main concern is that, by developing, they're getting more volume of water and ...

Mr. Boeck – Who is "they" and where are "they"? I don't see how that's a problem, looking at this site development plan.

Mr. McLellan – They're here. They're in the audience, and I think they plan on speaking after the presentation.

5. Ms. Williford – When you talk about getting rid of the detention ponds in lieu of a fee, have you looked at where that storm water goes? Because it doesn't go directly to the river. It travels through someone else's property. So how does the City determine what is an acceptable method of where that water goes, and potentially floods, when it's not going directly to the river?

Mr. McLellan – Well, the applicant has to submit a drainage report as part of the preliminary plat submittal. We review the data and see how much water is coming down and what the flow paths are. You are correct. It has to cross some property to the south before it gets to the creek and the river. There are concerns by the property owners that there will be additional erosion because of the water. But we feel by doing fee in lieu of detention that it will reduce the risk of flooding because this water will be out toward the creek and the river before the peak flows of Bishop Creek get down this far.

Ms. Williford – Forgive me for not knowing this answer – I probably should, so I apologize – but where do the fees go, and how are they used?

Mr. McLellan – Well, the fees are collected by the City and they're used on future projects – future storm water projects.

Ms. Williford – So they're not used in any way to help the properties that are damaged by this water draining into their property, or other detention ponds for this water that are flooding down.

Mr. McLellan – That is true, they're usually not used on private property; they're used on storm water infrastructure projects.

Ms. Williford – So correct me if I'm wrong. So developers pay a fee to not put in drainage – detention ponds, and then the money is used elsewhere so developers can not build these

ponds, water just runs downward off their property to somewhere else, and then the City uses it for further development and/or storm water usage.

Mr. McLellan – Yes, that's the idea. Yes.

Ms. Williford – That doesn't make sense to me.

Mr. McLellan – Again, it has to do with trying to reduce the flooding potential. Now, we're not opposed to the applicant if they want to do detention. We not opposed to it, we're just saying if they do it they're probably increasing the risk of flooding potential for the people on Bishop Creek.

Ms. Williford – Does it cost the developer less money to pay the fee or to build the detention pond?

Mr. McLellan – You would have to ask the applicant and the developer that question. Current fee is they pay fourteen cents per square foot of additional impervious area they are adding.

6. Ms. Bird – I'm sorry, I don't know if I heard Commissioner Boeck's question getting answered as far as to who the flooding concern was. I apologize if that was answered. But when you're talking about the increased risk of flooding, could you just clarify who – you said the people along Bishop Creek that would have increased flooding? Or who would be affected by this increased flooding?

Mr. McLellan – Well, it would be people upstream along Bishop Creek that could be affected.

7. Mr. Jablonski – I have a question not about the flooding or the storm water management, but about parks. Did I miss that? We were supposed to get an update from the City about parks and I didn't see that.

Ms. Hudson – That was a fee in lieu of for parks.

Mr. Jablonski – And, correct me if I'm wrong, there was also a fee in lieu of parks the last time that they developed in that area? Is that right?

Ms. Hudson – I do not know that. I did not check that. I just got the vote for this item that went to the Park Board. I'm hearing that there was no park land required, so they did fee in lieu of last time, yes.

Mr. Jablonski – Thank you. Can you tell me where the closest parks are and what the access is like in terms of walking access to those parks or greenspace also?

Ms. Hudson – There's the large park that's up north in Eagle Cliff. I couldn't tell you the exact location. It's closer to Cedar Lane. To my knowledge, there is not another park within the Eagle Cliff subdivision, but the one that is up there is a very large park. It's south of the commercial, then you have the duplexes, then you have the apartment complex, so it's a good quarter of a mile back in from Cedar Lane. I'm trying to look at a map in this room.

Mr. Jablonski – I'm just trying to eyeball it myself right now, and it looks like it's maybe a half mile walk, if I had to guess, from houses in that new development. But someone can correct me.

8. Ms. Williford – Is the fee in lieu of for parks the same as the fee in lieu of for detention ponds?

Ms. Hudson – The fee in lieu will go to the area parks. There's a determination from Parks Board where they would utilize that funding, is my understanding. Part of it could go to the Eagle Cliff Park. It depends, I guess, if it was a neighborhood park fee or if it was a community park fee – whatever their designation was. I believe they can designate how that goes. I'm sorry I don't have anybody from Parks Board. I don't want to tell you the wrong thing, but I believe that's how they designate that funding.

Ms. Williford – Jane, do you happen to know if it's also fourteen cents? Or do you know the price that they pay?

Ms. Hudson – I do not. I'm sorry. I can find out and send you guys an email and let you know.

Ms. Williford – I'm just curious.

Ms. Zink – I wanted to respond to Commission Jablonski's comment. I used to live in the neighborhood, and the park is probably closer to a mile away.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, representing the applicant (via video) – I'm going to try to answer all those questions; I think I can. First, I'm going to dive into some of these questions first and then I'll take you through the presentation. Parkland – you see the PL right there and R-1 right here. The main park – the subject tract down here that Jane showed you. The subject tract, first I want to say, is an outline of the entire preliminary plat. We've talked about this before a little bit, but preliminary plats are a large area sometimes because you have to plat the whole common ownership. That's not the area that the homes are going to go into. The homes are in a much smaller area, and I'll show you that in just a moment. But they basically are pocketed up in here and over here. The main park for Eagle Cliff Addition is right up here. So to answer the Commissioners' questions about access, you would likely come down the sidewalks. All of these areas must have sidewalks. So you would come down the sidewalks down into this area over here and then down over to here. As far as parkland dedication, this is all pretty structured in the preliminary platting guidelines, so it's a function of preliminary platting. And the way it works on developments is the developer has to do one of three things. They have to either pay fee in lieu of for a park, or they have to provide private parkland dedication, or they have to provide a public park. If they do a public park, then that is factored by population; it's a structured calculation in the ordinance of the City of Norman. They determine the population planned for the plat being done, so you would take the population of these homes, probably times 2.3 persons per household, which is the U.S. Census figure, and you would determine the population. Then there is a standard per square foot of person per park. So this is all pre-calculated; we don't determine any of this. It's all in the ordinance. So then the park gets determined – the public park size gets determined by that. What happens functionally is, when you're doing small sections – small additions like this – that calculation ends up being a pretty small park, and so what you oftentimes find is the Board of Park Commissioners or the staff of Parks Board – and congratulations to Judd Foster for his retirement this past week – usually they desire to basically have a fee in lieu of because they don't want a tiny park, because tiny parks become a maintenance problem for them to go out and mow and maintain every little bitty park all over the City. So a lot of times, in situations like this where there's a main park for the neighborhood, oftentimes they will actually collect monies for each addition, each section that comes in, and then use those monies to basically augment or enhance the existing park. As to value – somebody asked the question what is the price of the fee in lieu of – the Parks Department determines that price based on fair market value of typically floodplain land, because most parks are, a lot of times, in floodplain or open areas, and that's the price used per square foot at an equivalent rate of the public parkland. I hope that makes sense. That's a long explanation, but that's how parkland works in platting. It's a function of platting, not of zoning, not of land use, so it's very rudimentary and calculated in the platting ordinances. So these, which would be relatively small additions as compared to the whole, are planned for fee in lieu of and likely, a lot of times, they use those fees to enhance the neighborhood park. So that's the area.

Let me continue on. I'm going to address all the storm water questions, too, as we get deeper into this presentation. So this is the area, Cedar Lane Road down here, 12th Avenue S.E., Cobblestone, if you're familiar with Cobblestone, is right over here. And Eagle Cliff is the addition that has been a continuation of an addition over many years now, really a very long time – over decades really, as it's just continued to grow south. The general orientation as the general area is looking – this is Highway 9 across the top. This is 12th Avenue coming down here. This is Cedar Lane right here. This is Jenkins over here and the wastewater treatment plant right here, the animal shelter, those things. There's not a connection right now with Cedar – someday that could happen. But the land we're looking at – again, preliminary plat layout is this whole area down here. The actual homes layout is quite a lot smaller, and I'll show you that as we get into it. This is all the Eagle Cliff Addition right here, a continuation as the market has absorbed

this addition, homes are added to it. This is the actual area, again, of the preliminary plat we're talking about, not the particular layout of the homes. This big swath you see going through is a power transmission line that's kept clear. And then the lift station – this is an important little element right there, but that is the lift station that is in place right now to carry the sanitary sewer service for this neighborhood on over to the wastewater treatment plant, which is over here.

So tonight on your agenda is really mostly a preliminary plat. The first two items on your agenda are what we call an amendment of the Future Urban Service Area to the Current Urban Service Area on 2025. You don't see a lot of these very often, because they just are the peripheral developments. This one we haven't had in a while, but this is basically saying we now have utilities to serve it and so it gets transferred in. The rezoning you are seeing is to rezone to R-1, and then the preliminary plat is the mechanics of creating the lots and the block and the development. So I'm going to take you through each one of those, one by one.

The urban service area – 2025. Again, we don't see a lot of these, but what this is – and it's probably hard to see on screen right there – but that is striped. This light yellow area right there is striped, and if I was to show you the actual printed map of 2025, it has areas that are striped, and they're striped in a particular color for a reason. The stripe means that that is future service area, meaning services of water and sewer, and the colors means – so the stripe is future – the color of the stripe is what 2025 as adopted policy said we want it to become when services become available to it. So what this is doing is doing exactly that. So we now have services – we have water and sewer to these locations, and so the developer has requested to now put them into Current Urban Service Area, which is what we're asking right there.

The proposed rezoning to R-1 and the Current Service Area, we are simply asking you to take off the stripes, in effect is what we're doing. Take off the stripes and make it yellow, just like the rest of the area is yellow. So that's what the 2025 Plan change is doing. In order to do that, you have to do things. You have to show that we have public facilities – water and sewer – that they're in place and can serve the development, or will be at the time of development. I showed you that lift station right down here. That's what will serve the sanitary sewer, and water is all right at the periphery as well. So we've satisfied that condition. The second condition is actually pretty similar. It just says the development basically won't exceed sewer capacities is what this basically says. City staff has written in their staff reports that this is well within the capacities of the sewer plant. So with those two criteria satisfied, we can shift that into Current Urban Service Area now. Here is the staff report that says since the adoption of 2025 the necessary public facilities have been established. This is the staff report that says that we have the capacity to be expanded to serve this development. Water and sewer is available. These are the staff words, not ours. It goes on to say this will not result in adverse land use or traffic impacts, which, again, you wouldn't think there would be any way to do that, because we are transitioning exactly into the use that the policymakers in 2025 asked us to transfer into. So we're not changing, for instance, that to red or orange or deep yellow or anything like that. We're just turning it right into exactly what the policymakers asked us to turn it into.

I don't think I've ever shown you guys this before, but 2025 is a big book. There's a big book with 2025 that accompanies the map. It actually addresses Future Urban Service Areas, and it's kind of applicable to the one we're doing tonight. It actually talks about infrastructure requirements. Not all portions of it will be able to develop to urban densities. It gives us an instruction – it says the need to prevent development at less than urban densities from occurring in those areas in the interim. In order to insure that development at less than urban densities does not occur, City Council will continue the policy that does not allow for these areas to be rezoned to Residential Estate. What that's telling you is that Residential Estate is the two-acre lots. So what that paragraph is saying is they don't want you to change this to agricultural or Residential Estates; they want you to take it into urban densities, which is what the rest of the neighborhood is. So the policy is to take off the stripes, turn it into yellow and make it R-1, Single Family, and that's what we're proposing tonight. Staff notes that the last approved plat, which is basically exactly what we're asking for tonight in terms of policy, was approved just two years ago in 2019. So the land use change is just taking off the stripes, make it Current, make it the same use that policy asks for. The rezoning is to change to A-1 and A-2 to R-1, again, just like

2025 asks us to do. This yellow over here is R-1. So 2025 is saying we want you to go to R-1, and that is exactly what we're asking you to do tonight. So the rezoning request fits exactly within the 2025 Plan to move these to R-1. And what is R-1? I think usually we're sitting in front of you with PUDs. You're familiar with PUDs, and we do PUDs because we want to change a setback, or we want to change a height, or we want to change a coverage area. This developer – pretty unique any more, really – is choosing to not change anything. They just want straight R-1, and R-1 is right out of the Zoning Code – it's right here, and you see all these yellow areas, all over the City – you can see basically the older areas. This is OU right here – I-35 – that whole area is yellow. That's the same thing we're zoning into tonight is R-1. So nothing different – no PUD – no changes. We just simply want to do what 2025 has suggested we do and take it straight into R-1. So the rezoning is very simple, really, in that we're seeking straight R-1, which means we carry in with it the exact policies of the City of Norman as to density, as to pervious coverage, as to drainage, as to landscaping – all of that. We're not modifying any of it. We're just saying take us straight into R-1. Staff report finds that there will be no negative impacts to the surrounding area and there's close proximity to the access to major arterials and everything else. So it really is an extension of the existing developments, totally in keeping with 2025, and totally using the existing R-1 ordinance. So the big part of this request really is preliminary plat, in that the uses are basically in line with the policy of the City 2025 and zoning, and so the plat, which also is more of a ministerial function typically, is just creating the actual lots and streets and blocks. When we plat, we have to follow what's called the Engineering Design Guidelines of the City. In fact, those are being updated right now. In fact, we all went to a meeting last week that was to update the Engineering Design Guidelines, and that will be ongoing now for the next year or two. But when we plat, we have to create all of these lots and streets and sidewalks and fire hydrants and everything in keeping with what is a large book of the Engineering Design Guidelines. Just like the zoning, this applicant has chosen to basically fit all within those criteria. There's one variance; I'll show you that in just a second. But otherwise it is basically the exact policies of the City in terms of how we plat. Very importantly, you see this blue line. That is the edge of the floodplain. You will see we don't even have a back yard in the floodplain. Sometimes you will see developers actually extend the back yard into the floodplain but keep a buildable area outside of the floodplain. This developer has chosen to not even put so much as a fence back in the floodplain. They're not touching it. So the floodplain is untouched. This is all R-1, Single Family development per the City policies and per 2025. That's the west side of it. Then the east side of it is down here. Same thing. Here's the floodplain in blue right here, and again not even a fence is going to touch that floodplain. It will go right up to it, but we're not putting anything out in the floodplain at all. These will all meet the City of Norman's Engineering Design criteria. The only change that we've asked for is this cul-de-sac right here – we asked for a variance to extend it to 800 feet. There's only a few homes out on the end of it. The City staff, I think, is supportive of that. I believe the staff report says they are. That's a couple of hundred feet longer than what the Engineering Design Guidelines would ask for. That's it. So the one variance has nothing to do with storm water or any of those issues.

So storm water. Let's talk about it. Several questions about it, and I thought I would try to explain to you a little bit more about it. I think Commissioner Boeck asked who would be flooded and where does the water go. Well, here it is. This is the drainage area. This is Eagle Cliff right here, and actually I should just go ahead and get an annotator out here. This is Eagle Cliff right here. Bishop Creek goes up here. As, I think, the staff member said, Bishop Creek is a large area of Norman. Bishop Creek goes way up into north Norman and drains a significant area. Very importantly, Bishop Creek drains much of the University of Oklahoma. We love OU – great partner – but I will tell you that OU doesn't follow the storm water regulations of the City of Norman, and you won't find many detention basins on the University of Oklahoma. So as the South Research Area Campus and the National Weather Center, Lloyd Noble – all of these areas have been created with parking lots. Those areas are all draining down Bishop Creek down into here. What you see in those protest letters and the comments as to excessive water, they're talking about this area down here. Well, what is that area? That area is the floodway, and I think Commissioner Boeck was actually talking earlier on a different application about floodway

and floodplain. Let me explain the difference – and Kendall Dillion with Crafton Tull is with us tonight to give you much better knowledge than me. But floodway – this is what FEMA says a floodway is: a regulatory floodway means the actual channel of a river or other water course. This is the river channel. A lot of us think the channel is just this little skinny area down here. Not according to FEMA. FEMA says everything striped red is the actual floodway, which is the actual channel. There is significant water in a floodway in a channel. That's where it goes. So who gets flooded? Commissioner Boeck asked that earlier. Well, the area the water goes to is the floodway. The floodway is what gets all of this water. Here's Eagle Cliff Addition right up here. Our project tonight that you're looking at is roughly in this yellow area. The water is going that way. And so the water is not going back into the neighborhood at all. The water is going down into the floodway where it is supposed to go. We are right at the edge of the floodway. So the blue is the floodplain. Floodplain is basically the expansion area of a floodway – and I'm being very rudimentary in my descriptions here, but the floodplain, the blue area, is where when the floodway – the actual river channel – when it exceeds its borders it is supposed to expand into the blue area, which is the floodplain. We are outside the blue area. We're right on the edge of it, but we're outside of it, and the water will cascade down into the floodway. So that's where it's supposed to go.

So you got protest letters, for instance, from one family that said there's excessive water out here. I just want to again reiterate the excessive water they're talking about is in the floodway – it's in the river channel. So that's what they're discussing.

So let's talk about – I was debating to show you this, because this is just me. An old engineer one time tried to explain to me what is fee in lieu of and why do we do it? So I'm going to give it a shot. I've never shown you this before but I've always wanted to show you this. So fee in lieu of – you heard Mr. McLellan tell you that they want the water at the end of the basin to get out and get out quick. The reason is because if you detain this water, all of this water up here is trying to get out. It's trying to get to the floodway in a significant rain event. If you hold back this water, then you're actually holding back all of this water with it. You want the water next to the floodway to get out quickly because it frees up volume and space for all of that water behind it to get out. I had an old engineer one time explain it to me like this: let's say we've all been to a ballgame, I think a lot of us have. Let's say you're sitting right up here at the end. Well, you've got to get to that exit right there. Well, before you get to that exit, the people in the little yellow circle have got to get out. If you tell the people in the little yellow circle to just stand there and wait – to detain themselves – you are keeping all of these people from getting out. It's no different than water. If you tell the water at the edge of the floodplain to stay there in detention ponds, then all the water behind it can't get out. What happens if it can't get out, and it continues to rain? You're flooding all the people behind these areas that are right at the edge of the floodway and want to get out. So I've always had engineers describe it to me like that. Just like a stadium, you want the people next to the exit – just like the water next to the floodplain – you want it to get out and get out quick, because that frees up room for everybody else to travel the same corridor that they have to travel. So that's fee in lieu of as a concept.

Finally, again really the zoning, 2025 meet the adopted policies of 2025. We're doing exactly what it's asked. R-1 is exactly what it asks us to zone into. And as to preliminary plat, we're doing exactly what it asks as well. I would note, actually staff is asking us to do fee in lieu of so that we can follow that concept of getting the water out of there quickly.

No residential lots in the floodplain. Traffic exceeds the capacities. Staff recommends approval of the preliminary plat.

Kendall Dillon, Crafton Tull, is with us. I'm happy to answer any questions you have. And with that, I thank you very much.

AUDIENCE PARTICIPATION:

1. Derek Rosendahl, 908 Accipiter Street (via video) – I am president of the Board of Directors for Eagle Cliff South. We are all these numbered sections just to the north. We're Eagle Cliff South, and then north of us is Eagle Cliff, which is older. These are the two proposed

developments. In the preliminary plats, we first had some questions – the initial one said that the property owners association was responsible for maintenance, and then it also said that Eagle Cliff was responsible and their property owners; there is no Eagle Cliff Property Owners Association. We are the only ones nearby. We're just Eagle Cliff South. The new plat that's currently sitting at is that it just says Property Owners Association, and so we actually – we, as the Eagle Cliff South – refuse to be named responsible, due to a large number of issues that have occurred in the past with what has been unfinished and unmanageable from the same developers that we'll talk about in a second. Here's the floodplain that we've been talking about for a while now. Here's the official plats that was done by FEMA and it was done in 2013. Since then there have been a large number of changes, and there were a large number of observational changes in the water flow and the water around here. Just to look here, this is the general area back in 2013 when FEMA constructed those floodplain maps, and you can see there's no development. Then here is this last year where we've developed quite a bit more, and so the water doesn't have as much space to absorb and it's increasing the runoff. So that's actually here – this is that new development – and here is the FEMA map which we've seen. So you can see that all of this area here used to be open land that was absorbing water when these lines were designated. So all of this the water wasn't running off completely. So now all of this is developed and so more water is running off quickly. This is the brand new development that is being proposed. I would just make a comment, if Mr. Rieger's comment is that the floodway is the river, then that's saying that the homes are one lot away from the river. To me doesn't seem like a very wise decision. This is this next 1% hazard, which is the 100-year floodplain, which you are supposed to stay away from – stay outside of. Then this is the 500-year floodplain, so they do butt up right up against it, and if these previous FEMA lines were correct, this would completely be fine and okay, but in the last five to ten years since this was designated there's been a large amount of evidence of an increase in the water definitely down here and where the farmers' land is at, which we'll hear about, but all of this land that is now 1%, I used to go back there when a previous farmer owned it, and it was completely dry and then it has transitioned to a marsh land, and there's currently two to three feet of standing water and it can be there for months at a time, right here in the once in 100 year – so we're having a once in 100 year flood every day – every second for a month minimum straight. All of this is now becoming marsh land, and in the past it was dry. So the farmer – yes, there's giant issues with flooding down here, but up into this region we've actually seen a large increase of flooding and I actually live nearby so I see it all the time. So a FEMA assessment needs to be done that's new and updated that isn't assumed to be 2013.

The next big issue for us as an association is large erosion and drainage issues with the previous developments that have occurred with the same developers. As you can see – it's hard to see this here, but there's really, really steep terrain. This has always been steep terrain and all of the housing additions have come up and butt up right against it now. They're going to be developing inside of this very steep – especially right in this area there's very steep terrain. Even this home right here there's a 30-foot drop between the back yard and the front yard, and there's a 15-foot drop from the right side to the left side. So you can see there's 30-foot drops all over the place. So very, very steep terrain; very long yards. I just noticed in the new preliminary plat is that there's a 50' tree preservation buffer, which would be nice, except they've already torn out all the trees there, so there are no trees in the tree buffer that would have potentially helped to decrease erosion. Maybe more trees can be planted there, but there's enormous drop-off right at that location. This is actually where we, as a homeowners association, have found massive issues in erosion that is unmanageable that were either never finished, or they were attempted to be put in and they did not work and failed. I'd first make a comment that there were many things said in the last presentation about the staff report. Everything I'm presenting was submitted and the staff report came out prior to all this information being submitted, and it was submitted on time. The farmers to the south – all of their information was submitted; that was not in the staff report, either. So none of this information is represented in the staff report. This section down here that was commented about that was approved two years ago – we came to that – we were here two years ago and we said there's these massive

drainage issues and we said please don't build here – very steep, it's not going to work – and we were promised that, well, that's fine, we know that, but we're going to put in retaining walls to stop the erosion and it will be fine. Two years later the cement slabs are now being poured, the homes are about to go up. No retaining walls were installed and so what happened? So we'll take a little tour of what happened. This is what happened – massive, massive drainage issues. Let's go around the corner. So this is somebody's home right here – this is back of their home. It's actually drainage lines coming right into it with large drop-offs. There's me standing in it. Huge, huge drop-offs with the homes, and there's already drainage issues and they're putting in homes right now. We'll keep going down the line. Bottom of this large landscape that was a lot of dirt was put in there – huge drainage issues; it's just flying right out. Keep going around. This one is a little better. They're trying to manage it a little bit, but we're already having cut-outs in the land. Go a little farther, there's human size cut-outs right where homes are going to be put. We'll keep going around. Here's another one. This is the human size ditch going right into a back yard. More drainage issues. So this is where the retaining wall was supposed to be; it's not. Back yards. So that was what was just done. And everything I'm going to show now is what we have always known about that is just terrible and not working and was left. Here is another location with a home shot. Gigantic drainage. This one was actually left. It would look like this when they were building and it's only gotten worse. You can kind of see here there's more of this falling off where I'm standing. It's continuing to erode and erode and there were zero measures put in. Keep going around the corner. This is actually super extremely dangerous and we want this fixed immediately. If I take one more step out, I drop 30 feet. If I turn around, this is actually going to another home. So this huge drainage ditch is going to a home – 30-foot drop-off. Here they tried to put in a drainage easement. There's no protection. Kids can walk up to it, roll off, drop 30 feet. Keep going around the corner, there's fences and there's a hidden drop-off – this giant 30-foot drop actually you can't see it, but kids can run to it. Keep going. This is looking back the other direction; you can fall into the giant hole. Let's keep going. You can't see it, but there's another hole right there. Keep going. Here's a drainage that goes to nowhere. Another one. This is another steep drop-off with zero protection. People can go to it. And here's erosion that was started when they were building; it's still there and it's getting worse. This is a large area that we are supposed to maintain and it's steep drop-offs with a giant drop-off and creeks in between, and you can maybe wiggle your way in. Kids can get in there, but we're supposed to manage it as an HOA and it's completely unmanageable. If you go around the corner, they're currently building right now. This one is actually being worked on and there's drainage ditches coming out of the back yard which falls into the creek. Keep going. More falling out. This is a large area that was not built up so that it could stop the water. There's me and the one that's going right into a home. Another one going into a home. Here's the end of a street to nowhere that, with this new proposal, will not be extended. There's huge holes. It's become trash. Here's a large area that has no cement anywhere; it just all can erode by itself. Here's another land that's going to be developed. This one has been developed right now. Obviously huge issues. They're going to be developing in the same terrain, and actually this terrain is much steeper that they're going to be working in. We warned about this. It wasn't done properly.

2. David Burget, 930 W. Lindsey – I am speaking on behalf of my clients, so it may be a little bit longer than the three minutes. I am representing multiple clients. I'm probably going to be speaking on behalf of one of them. I think a couple of them would like to share with you all as well. But I represent various members of the Potts family who own the properties to the south and west of the proposed development. Unfortunately, over the course of Eagle Cliff's development, the Potts' land has experienced an increase in storm water drainage and flooding due to the current applicant's previous upstream development, its failure and refusal to ensure detention of the surface waters displaced by such development, and its improper payment of a fee in lieu of detention for previous developments. The developer's failure to address these issues has resulted in significant increase in flooding and saturation of the Potts' property, resulting in damage not only to the property's overall value, but the Potts' economic

operations as well. Pictures attached to the protest filed earlier this week attest to the increased amount of water, debris, and trash that has made its way to the Potts' property, including objects as large as a family Christmas tree, and even a City of Norman polycart trash can. Mr. Potts, my client, will step in here shortly to go into further detail regarding the particulars. Until yesterday, we thought we were protesting and arguing over the adequacy of the three detention ponds that were disclosed on the previous preliminary plat that we were provided. The latest copy of the preliminary plat, though, removed all three detention ponds and instead inserted water pipes aimed straight at our clients' property. Additionally, contrary to the staff report concerning the property's rezoning, the staff report related to the preliminary plat now states that Eagle Cliff West is eligible to pay a fee in lieu of detention. Similar to the additions in both 2012 and 2019, which I believe Mr. Rosendahl referenced, the developer's failure to address the retention of surface water displaced by its development and, instead, request fee in lieu of detention, is not only a violation of Oklahoma law, but City of Norman's own design criteria, which were adopted by ordinance, governing the allowance of a fee in lieu of detention. According to Oklahoma law, Mr. Rieger pointed it out that it sounds like the developer is doing everything in his power to move all of the surface water off of their development onto our clients' property. The developer can only divert its surface water, though, in the event the developer can do so without an injury to the Potts' land. No one is permitted to sacrifice his neighbor's property in order to protect his own. Anyone who diverts the natural flow of surface waters from his own land to that of the adjoining owner is answerable in damages. Furthermore, the City of Norman's design criteria govern the allowance of a fee in lieu of detention. According to Section 5011.1(e) of the design criteria, a fee in lieu of detention may only be allowed if a development is located in the upper portion of the drainage basin, the size of the development is small, and the developer's engineer states in writing that there will be no adverse impacts downstream. The staff report's reasoning for permitting the developer to pay a fee in lieu of detention is totally contradictory to the City's requirements and Oklahoma law. To go through it very quickly, I believe the statement contained in the report is: "Based on the property located in the lower basin and adjacent to the Canadian River, staff recommends fee in lieu of detention with any final plat. Stormwater will be conveyed to the south ..." So let's break that down. Based on the property located in the lower basin – well, we've heard to qualify for a fee in lieu of detention, property must be located in the upper portion of the drainage basin. The staff report mentions that the property is in the lower basin and I believe Mr. Rieger even made a comment to that effect. The report also says that it's adjacent to the Canadian River. It's not adjacent to the Canadian River. My client's property is adjacent to the Canadian River, and any water that's flowing off of that is going through my clients' property – is being dumped on my clients' property. Then "the stormwater will be conveyed to the south" – the statement essentially admits that the developer's fee in lieu request is premised upon the developer's belief that the Potts' property is a convenient, hassle-free dumping ground for its surface water and trash. Furthermore, to qualify for a fee in lieu of detention, the size of the development must be small. This is not a small development. Norman's Stormwater Master Plan references very small developments less than an acre in size or some other size. The Eagle Cliff West addition, though is 147 lots over 41 acres. Lastly, to qualify for a fee in lieu of detention, the developer's engineer states in writing that there will be no adverse impact downstream. We haven't seen any sort of statement from any sort of engineer, and it's unlikely one can exist without the proper studies and water mitigation studies and hydrological studies; if those exist, we'd like to be provided with copies of those. If the statement exists, we'd also like to be provided with a copy of those. The City Engineer just said the development increased flooding on our land and adversely impacted our land, so this is impossible. In conclusion, in an attempt to address the increased flow of surface water onto their properties that has occurred over the last nine years, and to ensure the problem would not be further exasperated by the applicant's most recent round of development, the Pottses attended the Pre-Development meeting to express their concerns, namely to state that the development's current plan to only add three detention ponds, when there have not been any built into the development in the previous nine years, was wholly inadequate. What did the developer and City do in response? On the latest

preliminary plat they completely removed all the detention ponds and added additional lots instead. The developer is now seeking a fee in lieu of detention which is expressly premised upon dumping its surface water and storm water runoff onto the Potts' property. Water that would otherwise be soaked into the ground is instead being shot down onto my clients' property. The developer's decision to do so is a blatant violation of Oklahoma law, a blatant violation of the City's own ordinances and requirements for a fee in lieu of detention, and lastly is a blatant violation of the Potts' rights as landowners. We would ask that you recommend denial of the applicant's request to approve the preliminary plat. Doing so will protect the Potts' land from further damage and save the developer, possibly the engineer and the Potts' from the time and expense of what would be lengthy and protracted litigation. Thank you.

3. Alex Hatton, 505 Talon Drive (via video) – I just wanted to briefly give a perspective from someone who lives here in the neighborhood just adjacent to this proposed development. The first thing I noticed was that there are no new entrances or exits planned for the western portion, and that will effectively triple the traffic on our street. It's really going to change the character of the neighborhood – it really will. And it's a concern. Also, the fee in lieu on the parks may be easier for the City, but it's not necessarily easier for those of us who live here and it would be nice to have some green space, and I noticed in the plan that the only green space in this new development is underneath the power lines. It would be nice if there was a park closer by, instead of just putting money in the coffers of another program. That's all I wanted to say. Thanks.

4. Kevin Potts, 3620 Barwick Drive – I'm one of the property owners down south. I'm third generation that's been blessed with this land. My grandpa started it, bought it back in the 1960s. My dad – it passed on to him and my uncle Andrew John Potts. Right now I'm third generation. We've got the fourth and fifth generation in place. We've got a history of about 60 years of working this property, actually developing it into a pretty reasonable hay operation. Farming is hard. You've only got a little bit of time to get things done. You've got really tight windows to put up your hay. But more than anything, we just enjoy the scenery. Mike Eilts, that lives up there on Cobblestone – he's just right close to our northeast entrance. He's been walking it. My dad knew him – I didn't know him until recently. He's been walking the property in that area on the east side since 2005 and he's increasingly seen storm water and the flood water sitting on our land. Right now at present we've got about 40 acres of tall fescue that was ready to cut about three weeks ago, and it's just sitting in water. It's losing its value. That 40 acres would produce about 200 bales – 1,000 pound bales, valued at about $8,000. So we can't do nothing. That storm water sitting on us – it's costing us. It's having an adverse impact on just our farming operation. We use that money to maintain the land. We use that money to clean out Bishop Creek on our own expense, even though it wasn't something we caused. We understand that water is flowing through the place and we work with it the best we can, and we've done that for three generations. Eagle Cliff South has moved on south, and Cobblestone also. We're seeing more and more water sitting on this hay farm, basically. It's actually right now – that 40 acres I'm talking about – I don't know if you see this right here – I guess you can – that's up there directly south of Section 7. We can't get in and do what we're supposed to. It's very, very disappointing and it's having an adverse impact on us economically, part of producing that hay.

5. Charles Kuster, 4300 Condor Drive (via video) – I just want to start by thanking everybody on the Commission and appreciate all that you guys do. Our concerns are just two quick ones. One is I'm concerned about future residents in this proposed development, as well as City infrastructure being placed in a more vulnerable area by building closer to and even within the floodplain. I say within the floodplain because the floodplain map as it's been shown is the 100-year floodplain, which I think is a little bit risky because we're both meteorologists and you look at climate science and we see that the extreme rainfall events are increasing in their frequency and in their attitude. So it's likely that the 500-year floodplain might be the more accurate and

resilient and safe thing to look at in terms of future development. So I'm worried about flooding for these residents who are going to be by this area, and probably not told that they're moving into a floodplain, as well as the City infrastructure that's over there. The other thing is safety, and I think Mr. Hatton kind of talked about this. We don't have a secondary exit out of this neighborhood. It's been mentioned that this area has just sort of been growing over time slowly, and now I would be concerned in the event – hopefully it never happens – some kind of evacuation was needed for our area – maybe a wildfire – that we all have to funnel out of narrow streets like Talon Drive and everyone in this neighborhood funnels out through the 12th Avenue and Cedar Lane intersection. So I'm a little concerned about safety, especially as we continue to grow this neighborhood. That's definitely a concern and I definitely would want to see another exit point out of here if this were to be approved. Once again, thank you all for your consideration and time.

6. John Carr, 1030 Biloxi Drive – First point I want to make is something that he said about OU. OU's rule breaking doesn't entitle the developer to do the same – ever. The river does not run through this part. Bishop Creek flows through it and goes 2.2 miles before it hits the Canadian River. Its outfall is quite a ways away. In the meantime, it does collect additional water. The river itself – the channel – is about 1.4 miles as the crow flies from this development to the actual riverbank. Then between there has been dry land, for the most part except for just the area around Bishop Creek during flood stage, for the last 50-75 years. Occasionally the river will come up over that. It is in the flood management area, but it's unusual. So the idea that you're going to be wading around in the water all the time is just not anywhere near the truth. May I remind everybody that when we're talking about flood waters and we're talking about detention that we're really talking about the Clean Water Act, and that water quality is the primary reason for the Clean Water Act, and that's where detention comes in. So the detention does not increase or decrease the total volume of water that comes into this area; it slows its rate. That rate is related to erosion and erosive forces. As we saw in the presentation, there's a lot of that going on here that hasn't been touched. What the law requires – and I'm a civil engineer, and I've been doing this 25 years – is that their flow rate – not the amount of water, but the rate – has to match the undeveloped rate as it comes across their boundary into this property, and that by no means has happened. So the removal of all of the detention basins is in direct violation to the Clean Water Act. There's just really no way around it. For the City Engineer to say that in any other way – I don't know how you get away with that. As far as erosion, the alluvial sand and clay that's in this area – it just moves really easy – a little bit of water, it's gone. That's why you're seeing all these little canyons forming, because it's a lot of topographic change, a lot of high-velocity water. It's got to be slowed down, and that slow down is where the detention basins come in. Now when you guys decide to pass a fee for it, in my opinion you also take on the liability. Because if you say I'm going to take a fee, which means that says you're going to take the risk. Well, the downstream property owners always take the risk. Does that mean that you're going to reimburse the downstream property owners? After all, you got paid for it, they didn't, and they are one of the last remaining family farms in Norman – not the oldest, because some of the oldest are all gone. Also, the City of Norman uses this land – you may not be aware of that. They land farm on this land.

7. Sonja Potts, 3620 Barwick Drive – I'm part of the Potts Family, obviously. I've heard this land described as undeveloped land and in a floodplain, but I just want you all to know that this is our family's land. This is not a wasteland down there. There's a farming operation going on. We take our grandchildren down there. We see kids down there sitting down on the road on Jenkins studying and having picnics. Bird watchers go down there all the time and walk the land. There's all kinds of wildlife down there. We have tons of deer. We have wild turkeys. We have raccoons, bobcats, all kinds of birds you can't even imagine, and it just goes on and on. It's our land and that's what I want you all to keep in mind, is that we have a huge developer, as in Shaz, and they're trying to push this development through to our detriment, but we're people and we have families, we have grandchildren. I want to show you a picture – you should have it

in all your protest letters – you should have lots of pictures of Bishop Creek and the way it's stopped up and things like that, and the stuff that comes out in the middle of the fields that washes out – Christmas trees, flip-flops, just anything you can imagine, trash cans, floaties, basketballs, soccer balls – we get lots of those. That all ends up out in our fields. We pick that up. We physically go out and we ride around and we pick it up, because you can't do a hay operation over that. This is an instance – and I hope you can see this – this is a stoppage in Bishop Creek. This is one. There are numerous. This stuff is not coming from our land; it's coming from the City of Norman, it's washing down Bishop Creek. All the time we find huge trees that have been cut off – we haven't cut them off, but they're there. The other thing is the hay operation. As far as the economic impact, for the last three years the hay operation – they sold over $100,000 in hay sales. So the continuation of this – there is a huge economic impact on our family. I just want you all just to remember that we're people – we're real people, just like you are, and if this were your land, you would probably be fighting like we are. Thank you all for listening.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Ms. Williford – I have several thoughts. First, I would like to say that Mrs. Potts was kind enough to invite me to go take a tour of their farm property, and she showed me around Eagle Cliff – several areas – today. I would like to say that everything you have seen in the photographs and that has been described to you is accurate. There is a lot of trash in the Eagle Cliff neighborhood, particularly in what they call the road to nowhere. At the end of it there was a television, vacuum cleaners, kitty litter boxes – it is absolutely filled with trash. I would be frankly disgusted if it was my neighborhood and I lived there. The Potts Family farm is a gorgeous piece of land and, in my opinion – well, I will be voting against this proposal. The Potts Family farm is gorgeous and, in my opinion, it should be protected. There are not very many properties like this left in Norman. There is value in undeveloped land. Their hay has value. It's personal property. Taking the tour out there, I just kept thinking in my head this is what people think of when they think of what Oklahoma looks like – it's gorgeous. It is really disappointing that everything is draining off into their property. The picture that Mrs. Potts showed you is one of many piles of debris. There is one pile of debris that if I was standing there and my husband stood on my shoulders it would still be taller than both of us. It's just going to fill up and overflow and cause even more flooding. Yes, it is in the floodway. But that doesn't mean that we should vote to let it get worse. We have to protect everyone, not just developers. The City is made up of developers, of single individuals, of farms, of single family homes, and commercial properties and we all have to work together to make it all work together. I just hope that everyone will keep that in mind.

2. Mr. Jablonski – I'd like to piggyback off of what I'm hearing. I agree, we've got a problem with the way that the developed part of the city is interfacing with the natural part of the city. We don't need to erase that natural part of the city; it's important. I think it's important for people to be connected to nature. I think it's important to hear birds and to see wildlife. A lot of the new development I've seen in town, when it bumps up against the natural world, it's slash and burn. We saw this in my neighborhood when they started to fill out the development on the area that hadn't been developed. They didn't work with the existing natural world; they literally cut down every tree. I had no idea that you could see OU's campus from my neighborhood until they cut down all the trees. And I thought, oh my God, what am I seeing? I had no idea. I think this is a bad way to develop; I don't think it's good for the city. And looping back around to the storm water issue, if that's 100-year floodplain, why are we seeing pools of water? There's something not right here, and I think we need to slow down and hit the brakes on this.

3. Mr. Boeck – I'll just add to that. I think I've seen more developments than that where it wasn't considered whose back yard was where and how high the street was compared to the back yards and the kind of slopes that some back yards have. You drive up 24th Street East and

you can look down in those neighborhoods that have been developed – and I don't know who the developers are. But I wouldn't want to live in a house that's 20' below the street, or 10' below the street. And looking at the topographic maps that we saw for the back yards of some of those houses – yeah, it's got to stop someplace. Detention is important. Runoff is important. Erosion is important. I really don't see anything about this development that's going to protect any of that.

4. Ms. Zink – I wanted to echo the concerns about the floodplain that everyone has been sharing, but also to mention that the question of access with just one entrance and exit that Mr. Hatton shared is a real concern as well and the amount of impact that would have on traffic if the development is built the way it's projected to be built is a concern to me as well.

Dave Boeck moved to recommend adoption of Resolution No. R-2021-115, Ordinance No. O-2021-44, and PP-2021-11, the Preliminary Plat for EAGLE CLIFF WEST ADDITION, 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	None
NAYES	Sandy Bahan, Lark Zink, Dave Boeck, Michael Jablonski, Erin Williford, Steven McDaniel, Erica Bird
MEMBERS ABSENT	Nouman Jan, Mark Daniels

Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-2021-115, Ordinance No. O-2021-44, and PP-2021-11 to City Council, failed by a vote of 0-7.

* * *

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING – (ORDINANCE O-2021-44)

We, the Board of Directors of the Property Owners Association of Eagle Cliff South, represent the property owners of Eagle Cliff South and maintain common areas and detention easements within 350 feet of the applicant's property and We object and protest to their request for amendment and rezoning of the Norman 2025 Land Use and Transportation Plan – (Ordinance O-2021-44). The planned project would cause adverse effects on adjacent property and its value, create an enhanced flood danger, be an adverse land use, and significantly increase traffic congestion.

Board of Directors unanimous vote to object to and protest the request. (Vote taken on May 26th, 2021)

- Derek Rosendahl – Yes
- Carson Herman – Yes
- Alex Hatton – Yes
- Randall Payne – Yes

Respectfully,

Derek Rosendahl

Signature – **President**

Carson Herman

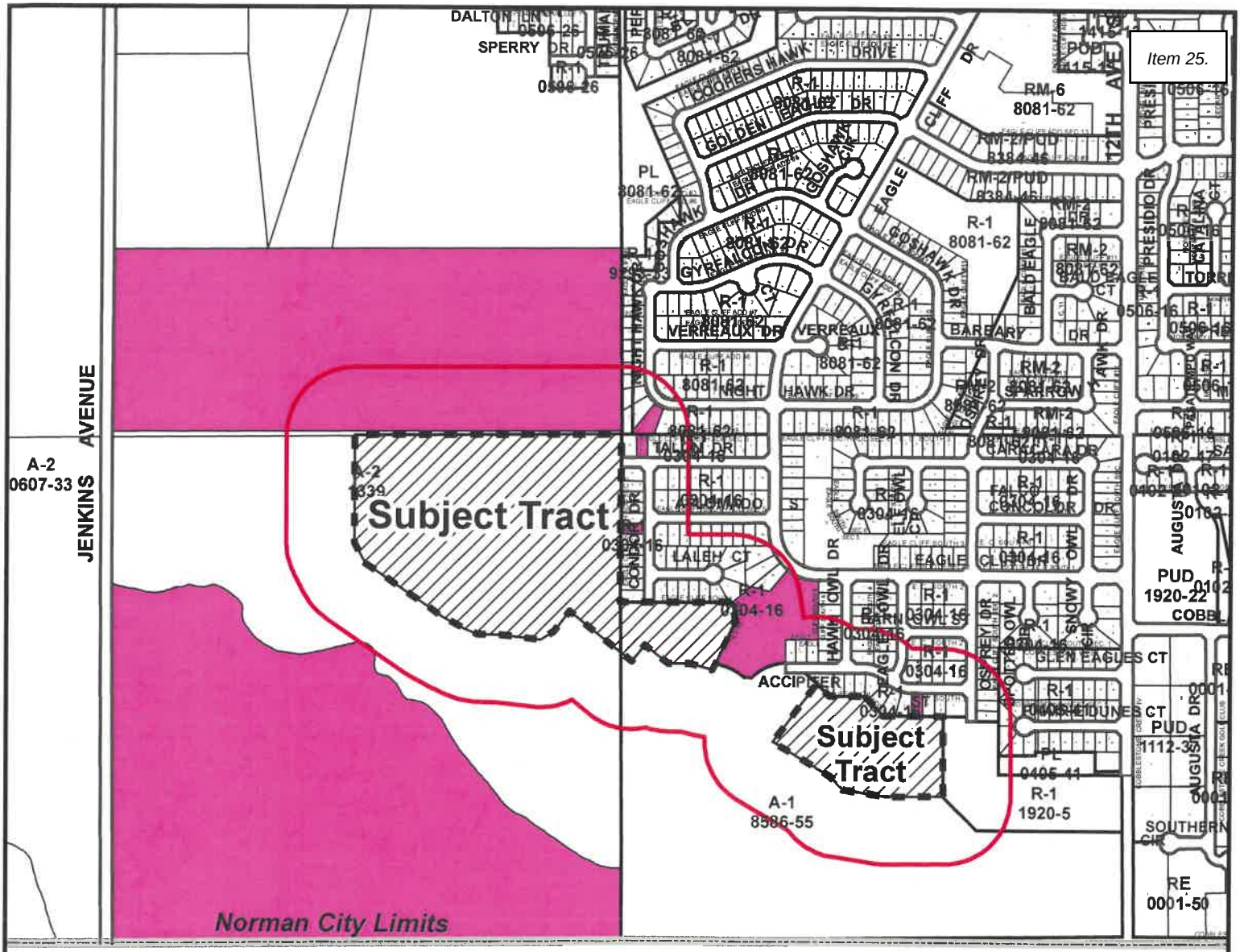
Signature – **Secretary**

Derek Rosendahl

Printed Name – **President**

Carson Herman

Printed Name – **Secretary**



CORRECTED AUGUST 9, 2021

Protest Map

22.4% Protest Within Notification Area

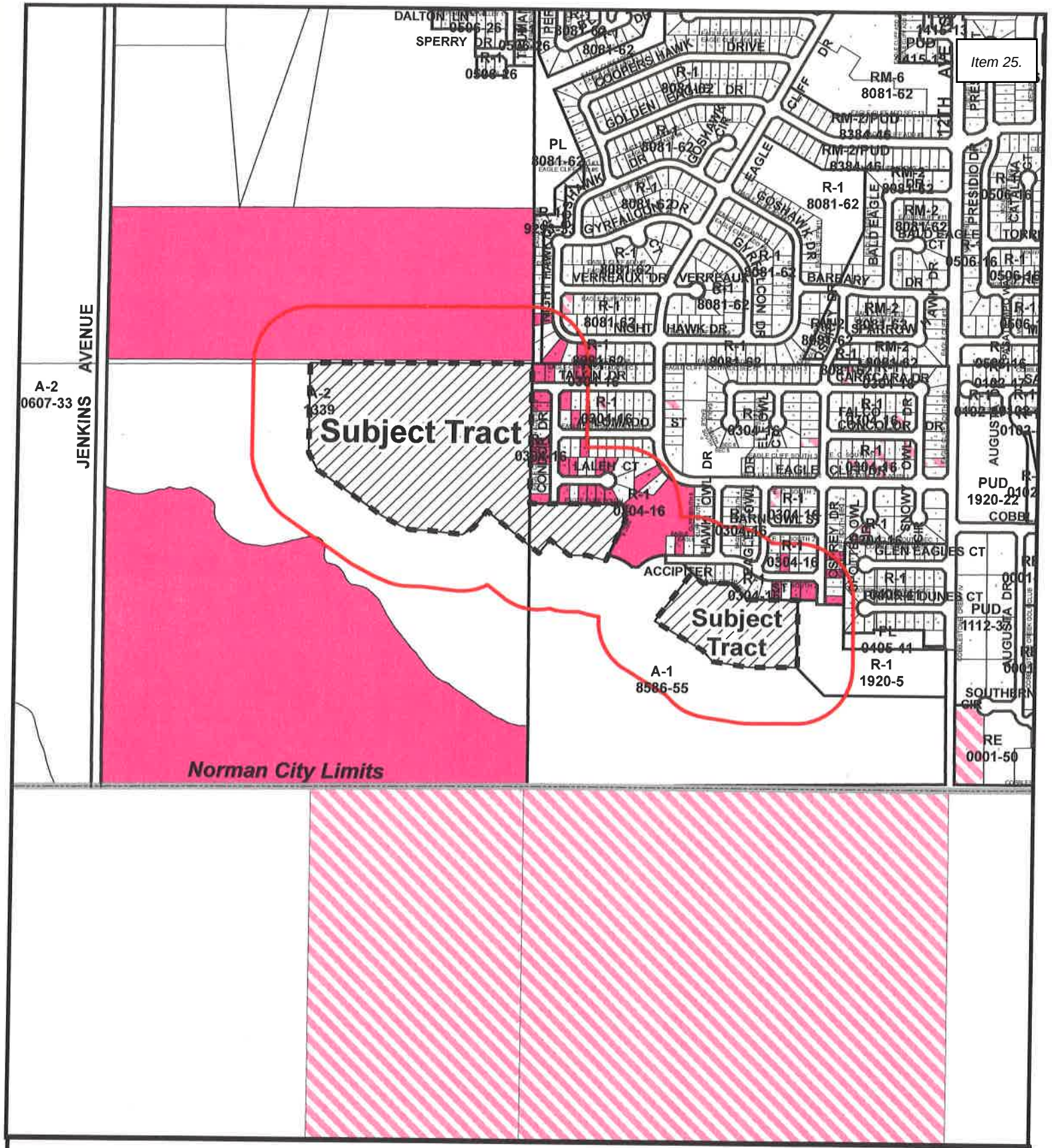
Map Produced by the City of Norman
Geographic Information System.
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

N
W E
S

0 400 800 Feet

August 9, 2021

Subject Tract
Notification Area
Protest



Protest Map

28.9% Protest Within Notification Area

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

N W E S

0 400 800 Feet

September 10, 2021

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

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Signature of Owner

Signature of Owner

Rachel Swing Spannagle
Printed Name

Christopher Spannagle
Printed Name

August 23, 2021
Date

8/23/21
Date

Rachel A Swing
500 Verreaux Drive
Norman OK 73072

Property Address

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

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

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Very respectfully,

John passed in 2014

Carolyn Ford
Signature of Owner

Signature of Owner

Carolyn Ford
Printed Name

Printed Name

8-25-2021
Date

Date

John L & Carolyn S Sford
4108 Night Hawk Drive
Norman OK 73072

4108 Night Hawk Dr. Norman, OK. 73072
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 8/27/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion. And miss place or move more wildlife again. (Bats, coyotes, deer, turkeys, etc)

Very respectfully,

Signature of Owner

Signature of Owner

Doug E McClure
Printed Name

Linda M. McClure
Printed Name

Aug. 21, 2021
Date

Aug 21, 2021
Date

Douglas E & Linda Marie McClure
500 Night Hawk Drive
Norman OK 73072

500 Night Hawk Dr. Norman OK 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/24/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

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Very respectfully,

Reinette K Young
Signature of Owner

Signature of Owner

Reinette K. Young
Printed Name

Printed Name

08-21-2021
Date

Date

Reinette K Young
508 Night Hawk Drive
Norman OK 73072

508 Night Hawk Dr., Norman, OK 73072
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 8/27/21

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

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

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Very respectfully,

Signature of Owner

Signature of Owner

MORRIS E. JACKSON
Printed Name

Deloris J. Jackson
Printed Name

8/25/2021
Date

8/25/21
Date

Morris E & Deloris J Jackson
512 Night Hawk Drive
Norman OK 73072

Property Address

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

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Very respectfully,

Signature of Owner

Heather Madden
Signature of Owner

David J. Madden
Printed Name

Heather Madden
Printed Name

8-23-2021
Date

8-23-2021
Date

David Justin & Heather Madden
501 Talon Drive
Norman OK 73072

Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 8/26/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

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Very respectfully,

Signature of Owner

Signature of Owner

Kenneth Praytor
Printed Name

Kimberly Y. Praytor
Printed Name

8/23/21
Date

8/23/21
Date

Kenneth & Kimberly Praytor
517 Talon Drive
Norman OK 73072

517 TALON DR NORMAN, OK 73072
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 8/27/21

23

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

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Very respectfully,

Jerrie L Dexter
Signature of Owner

Signature of Owner

Jerrie L. Dexter
Printed Name

Printed Name

8-23-21
Date

Date

Jerrie L Dexter
521 Talon Drive
Norman OK 73072

Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/24/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

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Very respectfully,

Abraham Hartley
Signature of Owner

Eleanor C Hartley
Signature of Owner

Abraham Hartley
Printed Name

Eleanor C Hartley
Printed Name

8/22/2021
Date

8-22-2021
Date

Abraham C & Eleanor C Hartley
4200 Condor Drive
Norman OK 73072

Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 8/26/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Laci Sanders
Signature of Owner

Signature of Owner

Laci Sanders
Printed Name

Printed Name

8/25/2021
Date

Date

Laci M Sanders
4204 Condor Drive
Norman OK 73072

Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 8/27/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Laci Sanders
Signature of Owner

Signature of Owner

Laci Sanders
Printed Name

Printed Name

9/3/2021
Date

Date

4204 Conda Drive Norman, OK 73072
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 9/7/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Signature of Owner

Signature of Owner

David M. Cox
Printed Name

Robin F. Moore
Printed Name

8-21-2021
Date

8-21-2021
Date

David M Cox Sr.
512 Talon Drive
Norman OK 73072

512 Talon Dr.
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/24/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Signature of Owner

Signature of Owner

Steven Vesely Jr.
Printed Name

Miranda Vesely
Printed Name

8-25-21
Date

8/25/21
Date

Miranda L & Steven M Vesley Jr.
505 Aplomado St.
Norman OK 73072

Property Address

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

We continue to protest the 2025 Land Use and Transportation Plan Amendment and Rezoning with respect to the rezoning of land on the south side of Norman near Eagle Cliff South (the proposed Eagle Cliff West development). We have a couple serious concerns we think should be considered by the Councilmembers and City of Norman staff.

1. As meteorologists, smart, resilient community planning is important to us. We should be developing with vulnerability to natural hazards in mind so that we can reduce risk to lives and livelihoods. The area of proposed development continues to build closer to and even within the 500-year flood plain. The documents we received highlighted the flood plain using the 100-year recurrence interval, which does not adequately represent the flood risk in this area. This idea is especially true because extreme rainfall events and flooding are increasing across the country, including in Oklahoma, and will continue to increase in the future. As floods become more likely, the 100-year flood plain expands, and has likely already expanded beyond the extent of the current FEMA flood map. Simply put, the 500-year floods of today are the 100-year floods of tomorrow. We can save future Norman families from losing everything tomorrow by making smart decisions today. We believe building homes in this area would place future homeowners and city infrastructure in a vulnerable location and increase the overall vulnerability of Norman to extreme rainfall events.
2. Our next concern is that there is no neighborhood park in the proposed plans. The closest park to our house is a 10–15-minute brisk walk. This distance makes it too far for a young family to walk to especially when the weather is relatively hot or cold. There are currently 28 million children in the United States who do not have a park in their neighborhood. We can choose to make Norman a city that does not add to that number. There is a perfect place to include a park: the 500-year flood plain.
3. Our next concern deals with safety and traffic. The narrow neighborhood streets in this area would not be efficient in moving people in the event of an evacuation. Increasing the population in this area is risky especially without a secondary exit to Jenkins Ave.
4. Our next concern deals with ongoing erosion issues within existing neighborhoods the developer has already finished and the continued degradation of the Pots' family farmland due to current and proposed development. To be a good city, we must look out for our neighbors and not make decisions that harm them.
5. Our final concern deals with wildlife. Developing this area would destroy habitat for several species. Preserving green space in the form of a neighborhood park and not cutting down every single tree in the area during the development process not only benefits wildlife but also current and future residents. For one, trees increase property values to preserving as many as possible would be appreciated by all residents involved.

Thank you for your time and consideration!

Charles and Emma Kuster

4300 Condor Dr. Norman, OK 73072

Signed: Charles Kuster Emma Kuster 9/2/21

FILED IN THE OFFICE OF THE CITY CLERK ON 9/7/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Signature of Owner

Signature of Owner

Roger P. Colby
Printed Name

Kristie Colby
Printed Name

8/21/21
Date

8/21/21
Date

Roger Dean & Kristie Colby
4304 Condor Drive
Norman OK 73072

Property Address

FILED IN THE OFFICE OF THE CITY CLERK
ON 8/23/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Signature of Owner

Signature of Owner

Clifford A. Sipes
Printed Name

Megan Sipes
Printed Name

Aug. 23. 2021
Date

8/23/21
Date

Clifford A & Megan M Sipes
4308 Condor Drive
Norman OK 73072

Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/27/21

40

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

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Very respectfully,

Raymond B. Fugit
Signature of Owner

Jan C. Fugit
Signature of Owner

Raymond B Fugit
Printed Name

Jan Clark Fugit
Printed Name

22/8/2021
Date

8/22/21
Date

Raymond B & Jan C Fugit
508 Aplomado St.
Norman, OK 73072

508 Aplomado St. Norman Ok 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/24/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Signature of Owner

Signature of Owner

Krystal M Hunter
Printed Name

Travis Hunter
Printed Name

8-31-2021
Date

8-31-2021
Date

Krystal M & Travis Hunter
4404 Condor Drive
Norman, OK 73072

Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 9/7/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Signature of Owner

Signature of Owner

Rolando Rivera

Printed Name

Printed Name

21 Aug. 2021

Date

Date

Rolando Rivera
505 Laleh Court
Norman, OK 73072

Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/24/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

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Very respectfully,

Gary Aycox
Signature of Owner

Signature of Owner

Gary Aycox
Printed Name

Printed Name

9-3-2021
Date

Date

Gary S Aycox Living Trust
509 Laleh Court
Norman, OK 73072

509 Laleh Ct. Norman OK. 73072
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 9/7/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Gary Aycox
Signature of Owner

Signature of Owner

Gary Aycox
Printed Name

Printed Name

9-3-2021
Date

Date

509 Laleh Ct. Norman OK 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/7/21

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

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Signature of Owner	Signature of Owner
LUIS SALVATIERRA	
Printed Name	Printed Name
8/24/2021	
Date	Date

Luis A Salvatierra
521 Laleh Court
Norman, OK 73072

Property Address

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Rosalie J Taylor
Signature of Owner

Frederick L. Watson
Signature of Owner

ROSALIE J TAYLOR
Printed Name

FREDERICK L. WATSON
Printed Name

8-20-2021
Date

AUG. 20, 2021
Date

Frederick L Watson
525 Laleh Court
Norman, OK 73072

Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 8/23/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Signature of Owner

Signature of Owner

Clara Figueroa
Printed Name

Luis L. Figueroa
Printed Name

9-3-21
Date

9-3-21
Date

4308 Eagle Cliff Dr, Norman, OK 73072
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 9/7/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Signature of Owner

Signature of Owner

Benjamin W Morris IV
Printed Name

Anita Morris
Printed Name

8/23/21
Date

8/23/21
Date

Benjamin W Morris IV & Anita J Morris
504 Laleh Court
Norman, OK 73072

504 Laleh CT Norman, OK 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/24/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Jake R. Elvik
Signature of Owner

Signature of Owner

Jake Reneau Elvik
Printed Name

Augusta Elvik
Printed Name

08/20/2021
Date

08/20/2021
Date

Jake Reneau Elvik
512 Laleh Court
Norman, OK 73072

Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/26/21

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

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Pam Holland
Signature of Owner

Signature of Owner

Pam Holland
Printed Name

Printed Name

8.31.21
Date

Date

Pamela Beth Holland
516 Laleh Court
Norman, OK 73072

516 Laleh Court
Norman, OK 73072
Property Address

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

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Melissa Crabtree

Signature of Owner

Signature of Owner

Melissa Crabtree

Printed Name

Printed Name

August 26, 2021

Date

Date

Melissa A Crabtree
520 Laleh Court
Norman, OK 73072

520 Laleh Ct. Norman 73072

Property Address

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

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Very respectfully,

Veronica Green
Signature of Owner

Signature of Owner

VERONICA GREEN
Printed Name

Printed Name

8-21-21
Date

Date

Veronica Green
524 Laleh Court
Norman, OK 73072

524 LALEH Ct - NORMAN OK 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/24/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

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Very respectfully,

Dalton Peters
Signature of Owner

Signature of Owner

Dalton Peters
Printed Name

Printed Name

08/20/2021
Date

Date

Dalton Peters
725 Accipiter St.
Norman, OK 73072

Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/23/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

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Very respectfully,

Earnest D. Miller
Signature of Owner

Thalia Abbott Miller
Signature of Owner

EARNEST DOUGLAS MILLER
Printed Name

THALIA Abbott Miller
Printed Name

8-27-2021
Date

08.27.2021
Date

Earnest D & Thailia Abbott Miller
913 Accipiter St
Norman OK 73072

913 Accipiter Street Norman, OK 73072
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 9/1/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

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Very respectfully,

_____	[signature]
Signature of Owner	Signature of Owner
_____	RAUL F. MERCADO
Printed Name	Printed Name
_____	8-25-2021
Date	Date

Raul F Mercado
118 Panorama Ct.
Pacifica CA 94044

920 Accipiter Sq
Property Address

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

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Signature of Owner

Signature of Owner

Tanner Dixon

Printed Name

Printed Name

8/22/2021

Date

Date

Tanner Cole Dixon
4509 Osprey Drive
Norman OK 73072

Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 8/27/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Carson [illegible]
Signature of Owner

Vanessa [illegible]
Signature of Owner

Carson Herman
Printed Name

Vanessa Herman
Printed Name

8/22/21
Date

8-22-21
Date

Carson G & Vanessa Herman
4517 Osprey Drive
Norman OK 73072

Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 8/26/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Janet T. McClure
Signature of Owner

_____
Signature of Owner

Janet T. McClure
Printed Name

_____
Printed Name

08/21/2021
Date

_____
Date

Janet T McClure
4529 Osprey Dr.
Norman OK 73072

_____
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/24/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Signature of Owner

Signature of Owner

Tamara Crown-Ellis
Printed Name

Michael O. Eilts
Printed Name

8.22.21
Date

8/22/21
Date

Mike & Tammi Eilts Trust
1200 Southern Hills Circle
Norman OK 73072

1200 Southern Hills Cir
Property Address Norman, OK 73072

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/26/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Andy Brooks Teague
Signature of Owner

Andy Brooks Teague
Printed Name

Sept. 4, 2021
Date

Signature of Owner

Printed Name

Date

600 Talon Dr., Norman, OK 73072
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 9/7/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Kathleen Audra
Signature of Owner

Signature of Owner

Kathleen Audra
Printed Name

Printed Name

09-03-2021
Date

Date

4221 Eagle Cliff Drive, Norman OK 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/7/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Thomas E Hamilton
Signature of Owner

Robin E Hamilton
Signature of Owner

Thomas E Hamilton
Printed Name

Robin E. Hamilton
Printed Name

09/02/2021
Date

09/02/2021
Date

Property Address: 4220 Osprey Drive
Norman OK. 73072-8305

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/7/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Signature of Owner

Signature of Owner

Jennifer Wilkison
Printed Name

Alexander Wilkison
Printed Name

9/3/21
Date

3 Sep 2021
Date

1005 Caracara Dr, Norman, OK 73072
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 9/7/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Signature of Owner

Signature of Owner

Ray Leyva
Printed Name

Mark Boone
Printed Name

9-1-21
Date

9-1-21
Date

912 Eagle Cliff Dr. Norman OK 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/7/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Signature of Owner

Signature of Owner

Erin Stutzman
Printed Name

Zac Elkins
Printed Name

8/31/2021
Date

8/31/21
Date

1105 Eagle Cliff Dr., Norman, OK, 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/7/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Antoinetta M. Cunningham
Signature of Owner

Signature of Owner

Antoinetta M. Cunningham
Printed Name

Printed Name

9-3-21
Date

Date

1017 Eagle Cliff Dr. Norman OK. 73072
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 9/7/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Janis D. Meeks
Signature of Owner

Signature of Owner

JANIS D. MEEKS
Printed Name

Printed Name

9-4-21
Date

Date

1101 EAGLE CLIFF DR, NORMAN, OK 73072
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 9/7/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

~~We~~ I, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Rebecca Hrebec
Signature of Owner

Signature of Owner

Rebecca Hrebec
Printed Name

Printed Name

9-7-21
Date

Date

1009 Eagle Cliff DR., Norman, OK 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/7/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Michael D. Eitts
Signature of Owner

Tamara Crowe-Eitts
Signature of Owner

Michael D. Eitts
Printed Name

Tamara Crowe-Eitts
Printed Name

9/8/21
Date

9/8/21
Date

916 Accipiter, Norman, Ok 73072
Property Address

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

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Earnest Douglas Miller
Signature of Owner

THALIA ABBOTT MILLER
Signature of Owner

Earnest Douglas Miller
Printed Name

Thalia Abbott Miller
Printed Name

09-02-2021
Date

09-02-2020
Date

913 Acciptor Street Norman, Okla. 73072
Property Address

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

alr counted

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Gerald E. Dickey
Signature of Owner

Mary Frances Dickey
Signature of Owner

Gerald E. Dickey
Printed Name

MARY Frances Dickey
Printed Name

9-6-21
Date

9-6-21
Date

4312 Osprey Dr. Norman ok 73072
Property Address

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

can't l
Name not on list

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Melonie Johnson
Bill Boyd
Signature of Owner

Becky Boyd
Signature of Owner

Melonie Johnson
Bill Boyd
Printed Name

Becky Boyd
Printed Name

9-1-2021
Date

9-1-2021
Date

4500 Eagle Owl Dr., Norman, OK, 73072
Property Address

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

Not owner

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

William J. Boni
Signature of Owner

Signature of Owner

William J. Boni
Printed Name

Printed Name

September 7, 2021
Date

Date

4412 Spotted Owl Circle, Norman 73072
Property Address

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

out
shown on map

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Raymond B Fugit
Signature of Owner

Jan Clark Fugit
Signature of Owner

Raymond B Fugit
Printed Name

Jan Clark Fugit
Printed Name

9/5/21
Date

9/5/21
Date

508 Aplomado ST. Norman Ok. 73072
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 9/8/21

already counted

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-116), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Signature of Owner

Signature of Owner

Diana Vanegas
Printed Name

Humberto Vergara
Printed Name

09/08/2021
Date

09/08/2021
Date

1100 Falco Concolor Dr. Norman OK 73072
Property Address

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

outside shown on map

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Andrea Parsons	
Signature of Owner	Signature of Owner
Andrea Parsons	
Printed Name	Printed Name
09-03-2021	
Date	Date

1109 Falls Corridor Dr Norman, OK 73072
Property Address

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

outside shown on

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Cheryl K. Dabuc
Signature of Owner

Signature of Owner

Cheryl K. Dabuc
Printed Name

Printed Name

Sept 3, 2021
Date

Date

1112 Falco Condor Dr.
Property Address
Norman, OK. 73072

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

cants lo
shown on map

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Clifton Jenkins
Signature of Owner

Lisa Jenkins
Signature of Owner

Clifton Jenkins
Printed Name

LISA JENKINS
Printed Name

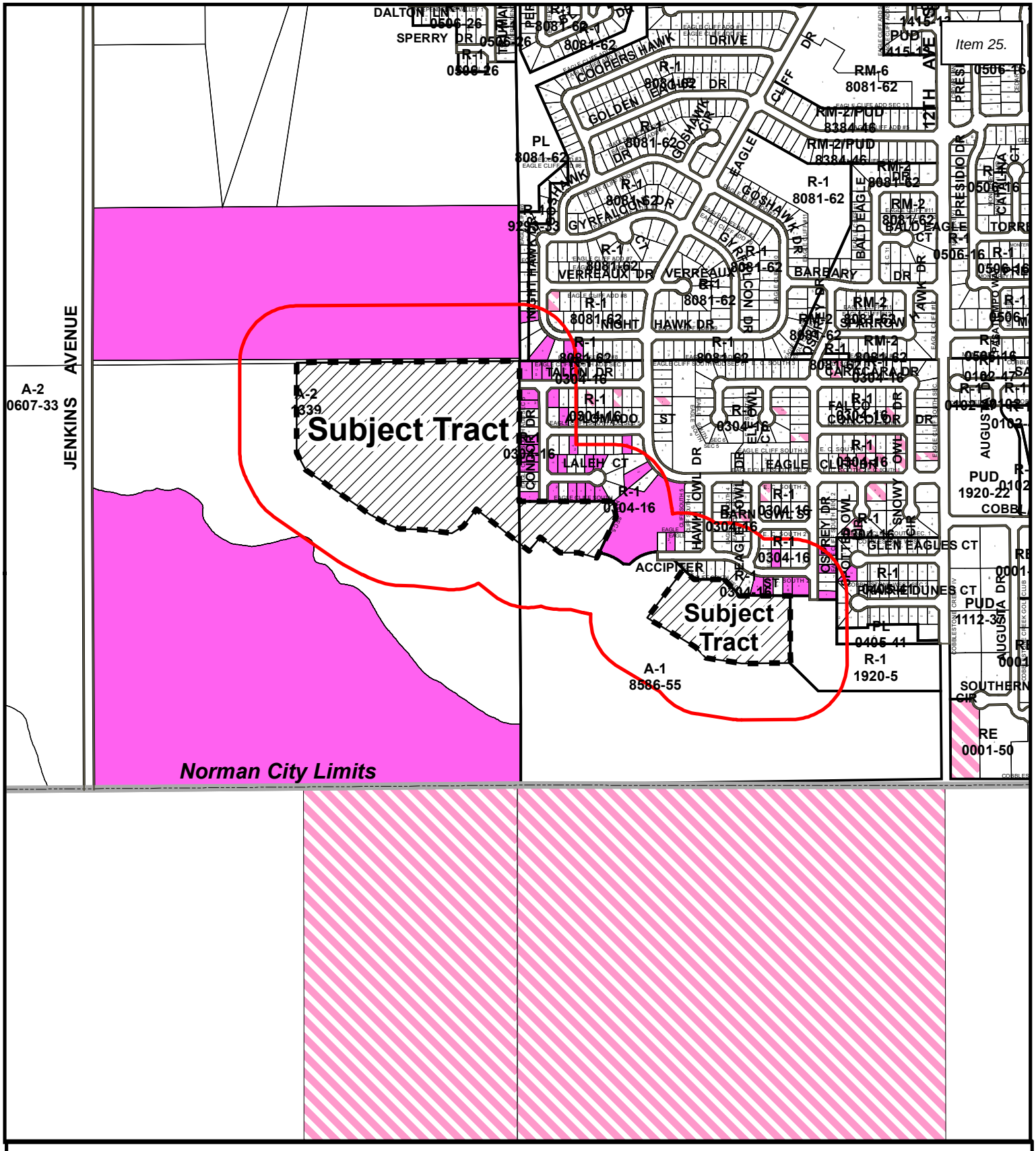
09/03/2021
Date

09/03/2021
Date

4309 SNOWY OWL DR. NORMAN, OK 73072
Property Address

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

outside shown on map



Protest Map

29.7% 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.

N
W E
S

0 400 800 Feet

September 13, 2021

Subject Tract

Notification Area

Protest

Protest Outside Notification Ar

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Yiqing Huang
Signature of Owner

Signature of Owner

Yiqing Huang
Printed Name

Printed Name

09-07-2021
Date

Date

Yuqing Huang
616 Aplomado St.
Norman, OK 73072

Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/13/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Signature of Owner

Signature of Owner

Saurabh Deshwal
Printed Name

Rucha Deshwal
Printed Name

09/05/2021
Date

09/05/2021
Date

Saurabh & Rucha Deshwal Trust
509 Talon Drive
Norman OK 73072

Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/13/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

Signature of Owner

Signature of Owner

Holly Argo

Printed Name

Printed Name

8-30-21

Date

Date

Holly R Argo
1104 Glen Eagles Ct.
Norman OK 73072

Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/13/21

OBJECTION AND PROTEST
TO
SHAZ INVESTMENTS, LLC'S
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN
AMENDMENT AND REZONING

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,

W.B. Zachary
Signature of Owner

Signature of Owner

Wylee Zachary
Printed Name

Printed Name

8/20/2021
Date

Date

Wylee Zachary
4312 Condor Drive
Norman, OK 73072

Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/13/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Signature of Owner

Christa Ensey

Printed Name

9-9-2021

Date

Signature of Owner

Printed Name

Date

4209 Elf Owl Ct Norman OK 73072

Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 9/13/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

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Very respectfully,

Veronica Green
Signature of Owner

VERONICA GREEN
Printed Name

Sept. 5, 2021
Date

524 Lalek Ct - Norman, OK 73072
Property Address

_____
Signature of Owner

_____
Printed Name

_____
Date

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/13/21

Already Counted

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

Signature of Owner

Signature of Owner

Shelby Robertson
Printed Name

Printed Name

9/13/21
Date

Date

612 TALON DRIVE
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/13/21

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

David L Seamans
Signature of Owner

Joyce V. Seamans
Signature of Owner

DAVID L. SEAMANS
Printed Name

JOYCE V. SEAMANS
Printed Name

09/09/2021
Date

09/09/2021
Date

904 Accipiter St. Norman, OK 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/10/21

105

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

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Very respectfully,

Frederick L. Watson
Signature of Owner

Rosalie J. Taylor
Signature of Owner

FREDERICK L. WATSON
Printed Name

ROSALIE J. TAYLOR
Printed Name

sep 9 2021
Date

Sept 9, 2021
Date

525 LALEH Court, Norman, OK 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/10/21

IN 60

already co

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

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Very respectfully,

Signature of Owner

Signature of Owner

Jake Reneau Elvik
Printed Name

Augusta Elvik
Printed Name

09/07/2021
Date

09/07/2021
Date

512 Laleh Ct. Norman, OK 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/10/21

in 68

already counted

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

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Very respectfully,

Signature of Owner

Signature of Owner

Benjamin W Morris
Printed Name

Anita Morris
Printed Name

9/7/21
Date

9/7/21
Date

504 Laleh CT Norman, OK 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/10/21

IN
already counted 66

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

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Very respectfully,

Ross V. Pruitt
Signature of Owner

Deanna Jo Pruitt
Signature of Owner

Ross V Pruitt
Printed Name

Deanna Jo Pruitt
Printed Name

9/10/2021
Date

9/10/2021
Date

4401 Spotted Owl Circle, Norman, OK 73072
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/10/21

out

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

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Very respectfully,

Signature of Owner

Signature of Owner

Randall Payne
Printed Name

JoHanna Payne
Printed Name

9-9-21
Date

9-9-21
Date

4412 Eagle owl Dr., Norman, OK 73072
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 9/10/21

outside

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

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Very respectfully,

Signature of Owner

Signature of Owner

Adrienne Wilson
Printed Name

John Wilson
Printed Name

9-1-2021
Date

9-1-2021
Date

1113 Eagle Cliff Dr.
Property Address

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/10/21

outside

OBJECTION AND PROTEST
TO
ALL ITEMS RELATED TO SHAZ INVESTMENTS, LLC'S
PROPOSED EAGLE CLIFF WEST DEVELOPMENT

(TO BE DISCUSSED AT THE NORMAN CITY COUNCIL MEETING ON SEPT 14TH, 2021)

We, the undersigned, object and protest all items related to Shaz Investments, LLC's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinace O-2021-44), the preliminary plat, and Contract K-2122-17.

Very respectfully,

S Williams
Signature of Owner

Shane Williams
Printed Name

9/7/21
Date

J. Williams Jr
Signature of Owner

Joe Williams Jr
Printed Name

9-7-21
Date

1013 Eagle Cliff Dr. Norman OK 73071
Property Address

FILED IN THE OFFICE OF THE CITY CLERK ON 9/10/21

outside

File Attachments for Item:

26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR EAGLE CLIFF WEST ADDITION FOR APPROXIMATELY 41.46 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF CEDAR LANE ROAD BETWEEN JENKINS AVENUE AND 12th AVENUE S.E.

Item 24

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR EAGLE CLIFF WEST ADDITION FOR APPROXIMATELY 41.46 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF CEDAR LANE ROAD BETWEEN JENKINS AVENUE AND 12th AVENUE S.E.

BACKGROUND:

This item is a preliminary plat for Eagle Cliff West Addition (it has been revised /amended since Planning Commission consideration) and is generally located one-half mile south of Cedar Lane Road between Jenkins Avenue and 12th Avenue S.E.

The Norman Board of Parks Commissioners, at its meeting of May 6, 2021, recommended fee in lieu of park land dedication.

Planning Commission, at its meeting of May 13, 2021, failed to recommend amending the NORMAN 2025 Land Use and Transportation Plan to place a portion of the property in the Current Service Area and removing it from the Future Service Area. Planning Commission failed to recommend that a portion of this property be placed in the R-1, Single-Family Dwelling district and removed from A-1, General Agricultural District. In addition, Planning Commission, at its meeting of May 13, 2021, failed to recommend to City Council that the preliminary plat for Eagle Cliff West Addition be approved.

The property consists of a total of 151.48 acres. Within the 151.48 acres, will be 140 single-family residential lots (147 single-family residential lots were originally proposed) on 41.46 acres. However, since Planning Commission, the engineer for the developer has proposed detention facilities to control stormwater runoff. As a result, instead of 147 lots the preliminary plat (revised/amended) has reduced the number to 140 lots. There are 110.02 acres that is either floodplain/floodway or due to excessive contours not proposed for development. With the (revised/amended) preliminary plat there is no longer a need for a variance in the cul-de-sac length for cul-de-sac "F".

DISCUSSION:

The 140 residential lots in this addition are expected to generate approximately 1,455 trips per day. The traffic capacities on the surrounding arterial roadways exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated.

STREET	NO. OF LANES	EXISTING TRAFFIC (Veh/day)[1]	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY LOS "E"	% LOS 'E' CAPACITY USED (EXISTING)	% LOS 'E' CAPACITY USED (PROJECTED)
12th Avenue S.E.	4	16,033	406	16,439	34,200	46.88	48.07
Cedar Lane Road	4	9,208	100	9,308	34,200	26.92	27.22
S.H. 9	6[2]	40,423	306	40,729	58,000	69.69	70.22

[1] Includes projected traffic from Cobblestone Creek Golf Course, Cobblestone West, Campus Crest, and Eagle Cliff Additions
[2] Currently a four-lane facility but ODOT has plans to widen S.H. 9 to six lanes

Because of the size of the development, the applicant was not required to submit a revised traffic impact study for this addition. Instead, the traffic engineer for the applicant submitted, via electronic mail, a table showing the trip generation potential for the 140 residential lots. All roadway widening projects for which traffic impact fees had previously been collected are now complete. Consequently, there are no traffic impact fees associated with these 140 residential lots.

PUBLIC IMPROVEMENTS:

Public improvements for this property consist of the following:

1. **Fire Hydrants.** Fire hydrants will be installed at each intersection and spacing of 300-feet between intersections.

2. **Sanitary Sewers.** Eight inch (8") sanitary sewer mains (or larger) are proposed for this development. The proposed current service area will utilize an existing lift station. City Council is scheduled to consider Contract No. K-2122-17 declaring a payback project in which the developer of this property will participate. Eagle Cliff West Addition will gain access to the City's Sanitary Sewer System by a gravity sanitary sewer and utilizing the Eagle Cliff South Lift Station.

3. **Sidewalks.** Sidewalks will be required adjacent to the interior streets.

4. **Drainage:** Since Planning Commission, the owners/engineers have redesigned the preliminary plat to include detention facilities within the proposed residential development to help control stormwater runoff from the site.

5. **Streets.** Streets will be constructed in accordance with approved plans and City paving standards.

6. **Water Mains.** Water mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards.

STAFF RECOMMENDATION:

Based on the above information, Staff recommends approval of the preliminary plat (revised/amended) for Eagle Cliff West Addition.

Planning Commission Agenda
May 13, 2021

PRELIMINARY PLAT ITEM NO. 10c

PP-2021-11

STAFF REPORT

ITEM: Consideration of a Preliminary Plat for **EAGLE CLIFF WEST ADDITION (A portion of the property was included in the Eagle Cliff South Addition)**.

LOCATION: Generally located one-half mile south of Cedar Lane Road between Jenkins Avenue and 12th Avenue S.E.

INFORMATION:

1. Owner. Shaz Investments, L.L.C.
2. Developer. Shaz Investments, L.L.C.
3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1315 annexing a portion of this property into the Corporate City Limits.
2. October 21, 1961. City Council adopted Ordinance No. 1318 annexing the remainder of this property into the Corporate City Limits.
3. December 19, 1961. Planning Commission recommended to City Council that this property be placed in the A-2, Rural Agricultural District.
4. January 23, 1962. City Council adopted Ordinance No. 1319 placing this property in A-2, Rural Agricultural District.
5. March 13, 1986. Planning Commission, on a vote of 6-0, recommended to City Council that this property be placed in the A-1, General Agricultural District and removed from the A-2, Rural Agricultural District.
6. April 8, 1986. City Council adopted Ordinance No. O-8586-55 placing this property in the A-1, General Agricultural District and removing it from the A-2, Rural Agricultural District.

HISTORY (CON'T)

7. August 7, 2003. The Norman Board of Parks Commissioners, on a vote of 8-0, recommended fee in lieu of park land for Eagle Cliff South Addition.

8. August 14, 2003. Planning Commission, on a vote of 5-0-2, recommended to City Council amending the NORMAN 2020 Land Use and Transportation Plan from Future Urban Service Area to Current Urban Service Area Designation for a portion of the property.

9. August 14, 2003. Planning Commission, on a vote of 5-0-2, recommended to City Council that a portion of this property be placed in R-1, Single-Family Dwelling District and removed from A-1, General Agricultural District.

10. August 14, 2003. Planning Commission, on a vote of 5-0-2, recommended to City Council that the preliminary plat for Eagle Cliff South Addition be approved.

11. October 14, 2003. City Council amended the NORMAN 2020 Land Use and Transportation Plan to place a portion of this property in the Current Service Area Designation and removing it from the Future Service Area Designation.

12. October 14, 2003. City Council adopted Ordinance No. O-0304-16 placing a portion of this property in the R-1, Single-Family Residential and removing it from A-1, General Agricultural District.

13. October 14, 2003. City Council approved the preliminary plat for Eagle Cliff South Addition.

14. October 14, 2008. Approval of the preliminary plat became null and void.

15. May 10, 2012. Planning Commission, on a vote of 8-0, recommended to City Council that the preliminary plat for Eagle Cliff South Addition be approved.

16. July 10, 2012. City Council approved the preliminary plat for Eagle Cliff South Addition.

17. October 8, 2015. Planning Commission, on a vote of 6-0, recommended to City Council that the revised preliminary plat for Eagle Cliff South Addition be approved.

18. November 10, 2015. City Council approved the revised preliminary plat for Eagle Cliff South Addition.

HISTORY (CON'T)

19. May 6, 2021. The Norman Board of Parks Commissioners is scheduled to consider the preliminary plat for Eagle Cliff West Addition. Results of that consideration will be presented separately.

20. May 13, 2021. The applicant has made a request to amend the NORMAN 2025 Land Use and Transportation Plan placing a portion of this property in the Current Urban Service Area and removing it from Future Urban Service Area.

19. May 13, 2021. The applicant has made a request to place a portion of this property in the R-1, Single-Family Residential District and removing it from the A-1, General Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been reviewed by the Fire Department.

2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.

3. Sanitary Sewers. Sanitary sewer mains will be installed to serve this property in accordance with approved plans and City and State Department of Environmental Quality standards. This area will be served by an existing lift station. Utilities Department supports the sanitary sewer solution as long as the developer and City Council approve a Lift Station Agreement and Fee to be included on future utility bills for this development.

4. Sidewalks. Sidewalks will be constructed on each lot prior to occupancy.

5. Storm Sewers. Based on the property located in the lower basin and adjacent to the Canadian River, staff recommends fee in lieu of detention with any final plat. Stormwater will be conveyed to the south within the undeveloped property.

6. Streets. Streets will be constructed in accordance with approved plans and City paving standards.

7. Water Mains. Water mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards.

8. Flood Plain. There is a large amount of flood plain within the ownership. However, there are no proposed residential lots located within the Flood Plain.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.

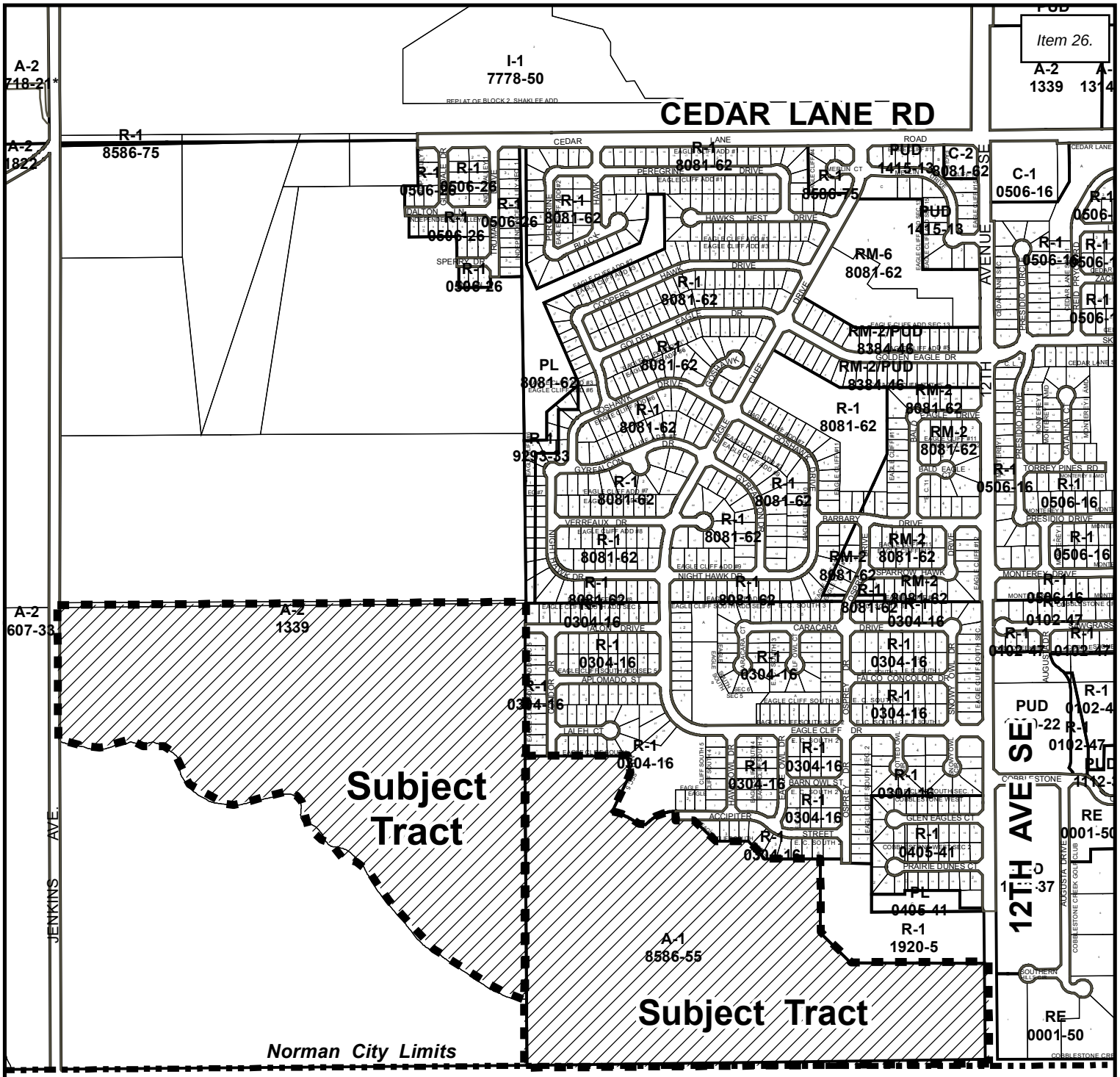
2. Rights-of-Way. All street rights-of-way will be dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, letter of request for a variance in the cul-de-sac length and preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The proposed development consists of 151.48 acres and 147 single-family residential lots (41.04 acres) with the remaining 113.06 acres not part of the single-family development declared as flood plain/open space. The engineer for the developer has requested a variance in the length of a cul-de-sac for "F" Street based on the fact of the inability to loop the street due to topography. Staff recommends approval of the request and approval of the preliminary plat for Eagle Cliff West Addition.

ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for Eagle Cliff West Addition to City Council.

ACTION TAKEN: _____



Location Map

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

N W E S

April 6, 2021

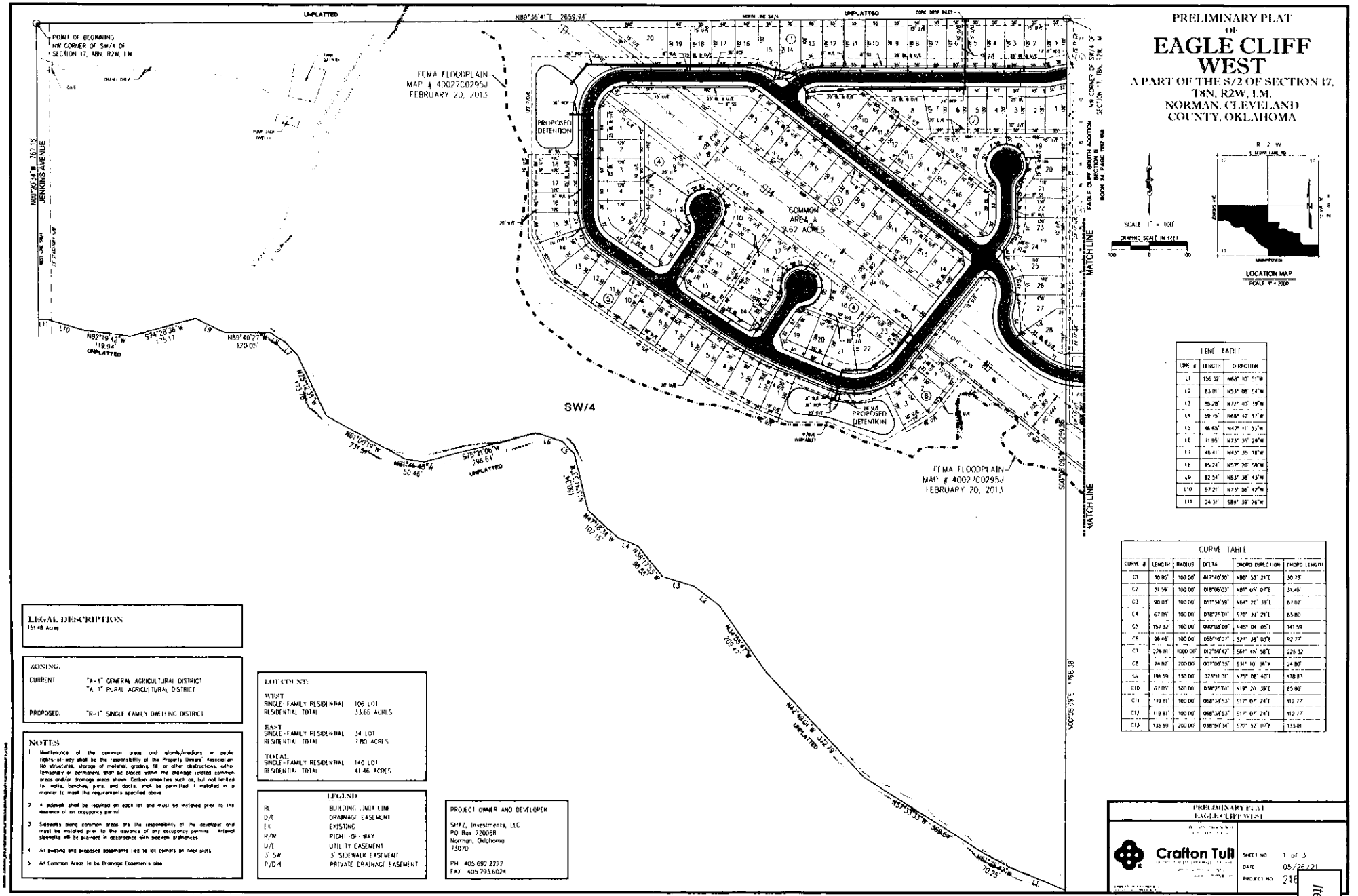
0 400 800 Ft.

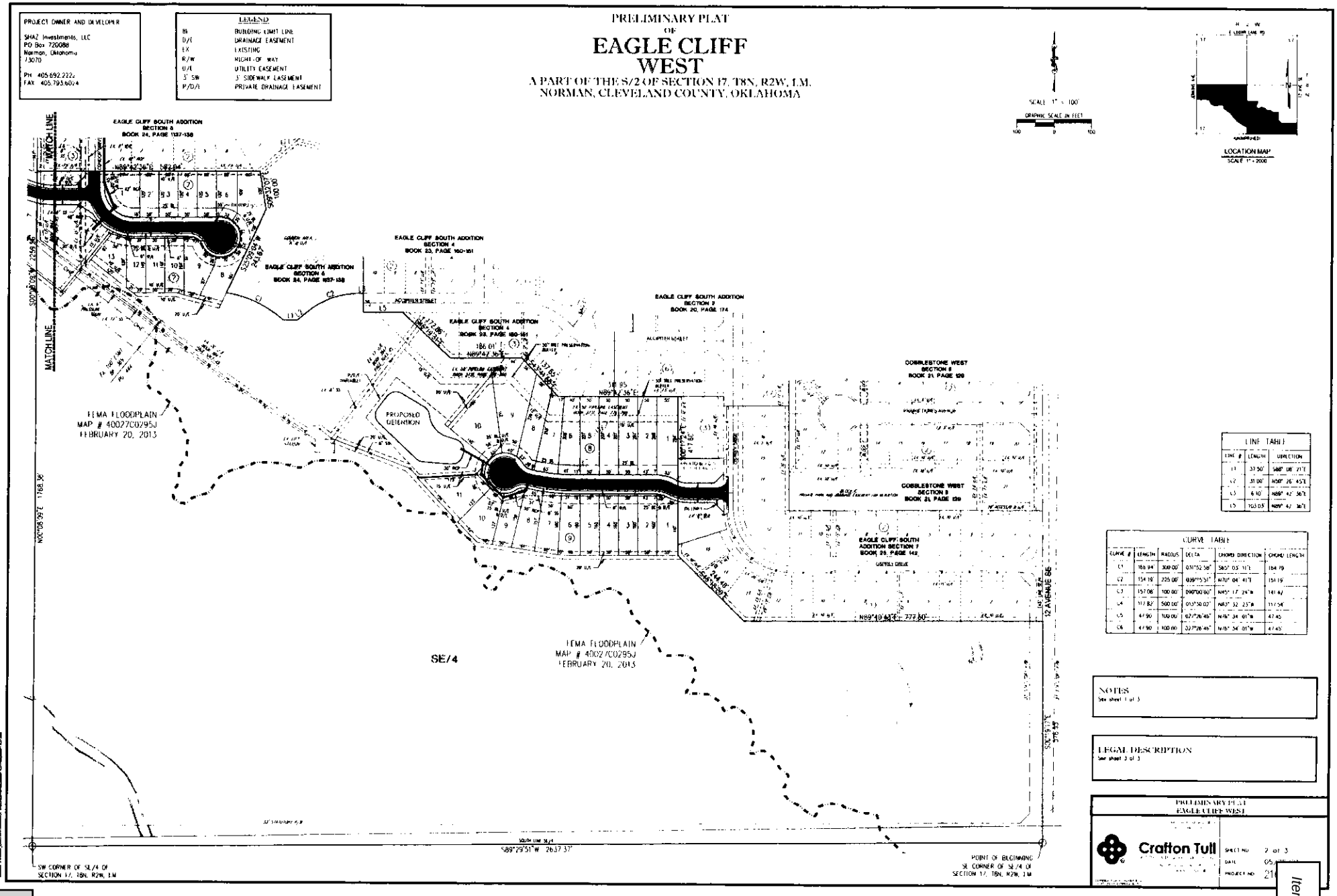
Subject Tract

Zoning

G:\ArcGIS10.Map Templates\8x11_LocationMap\ArcMap 10.mxd

REVISED/AMENDED PRELIMINARY PLAT FOR EAGLE CLIFF WEST ADDITION




PROJECT OWNER AND DEVELOPER
SHAZ Investments, LLC
PO Box 720088
Norman, Oklahoma
73070
PH 405.692.2222
FAX 405.793.6074
LEGEND
BL BUILDING LIMIT LINE
D/E DRAINAGE EASEMENT
EX EXISTING
R/W RIGHT-OF-WAY
U/E UTILITY EASEMENT
5' SW 5' SIDEWALK EASEMENT
P/D/E PRIVATE DRAINAGE EASEMENT
PRELIMINARY PLAT
OF
EAGLE CLIFF
WEST
A PART OF THE S/2 OF SECTION 17, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA
SCALE 1" = 100'
GRAPHIC SCALE IN FEET
LOCATION MAP
SCALE 1" = 2000'
EAGLE CLIFF SOUTH ADDITION SECTION 4 BOOK 24, PAGE 137-138
EAGLE CLIFF SOUTH ADDITION SECTION 4 BOOK 23, PAGE 160-161
EAGLE CLIFF SOUTH ADDITION SECTION 2 BOOK 20, PAGE 174
COBBLESTONE WEST SECTION 8 BOOK 21, PAGE 128
COBBLESTONE WEST SECTION 9 BOOK 21, PAGE 129
EAGLE CLIFF SOUTH ADDITION SECTION 7 BOOK 20, PAGE 142
MATCH LINE
MATCH LINE
FEMA FLOODPLAIN
MAP # 40027C0295J
FEBRUARY 20, 2013
PROPOSED DETENTION
SE/4
FEMA FLOODPLAIN
MAP # 40027C0295J
FEBRUARY 20, 2013
12 AVENUE SE
S89°29'51"W 2637.37'
SW CORNER OF SE/4 OF SECTION 17, T8N, R2W, I.M.
POINT OF BEGINNING
SE CORNER OF SE/4 OF SECTION 17, T8N, R2W, I.M.
LINE TABLE
LINE # | LENGTH | DIRECTION
L1 | 37.50' | S88° 08' 21"E
L2 | 31.00' | N59° 26' 45"E
L3 | 6.40' | N89° 42' 36"E
L5 | 103.05' | N89° 42' 36"E
CURVE TABLE
CURVE # | LENGTH | RADIUS | DELTA | CHORD DIRECTION | CHORD LENGTH
C1 | 168.94' | 300.00' | 031°52'36" | S82° 03' 10"E | 164.79'
C2 | 154.19' | 225.00' | 039°15'51" | N70° 04' 41"E | 151.19'
C3 | 157.08' | 100.00' | 090°00'00" | N45° 17' 24"W | 141.42'
C4 | 317.82' | 560.00' | 013°02'07" | N83° 32' 23"E | 317.04'
C5 | 47.90' | 100.00' | 027°26'46" | N76° 34' 01"W | 47.45'
C6 | 47.90' | 100.00' | 027°26'46" | N76° 34' 01"W | 47.45'
NOTES
See sheet 1 of 3
LEGAL DESCRIPTION
See sheet 3 of 3
PRELIMINARY PLAT
EAGLE CLIFF WEST
Crafton Tull
SHEET NO. 2 OF 3
DATE 05
PROJECT NO. 21

REVISED/AMENDED PRELIMINARY PLAT FOR EAGLE CLIFF WEST ADDITION

OVER ALL VIEW

PROJECT OWNER AND DEVELOPER

SMA2 Investments, LLC
PO Box 720088
Norman, Oklahoma
73070

PH: 405 692 2222
FAX: 405 793 6024

LEGEND

BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX	EXISTING
R/W	RIGHT-OF WAY
U/E	UTILITY EASEMENT
	COMMON AREA A

SCALE: 1" = 200'

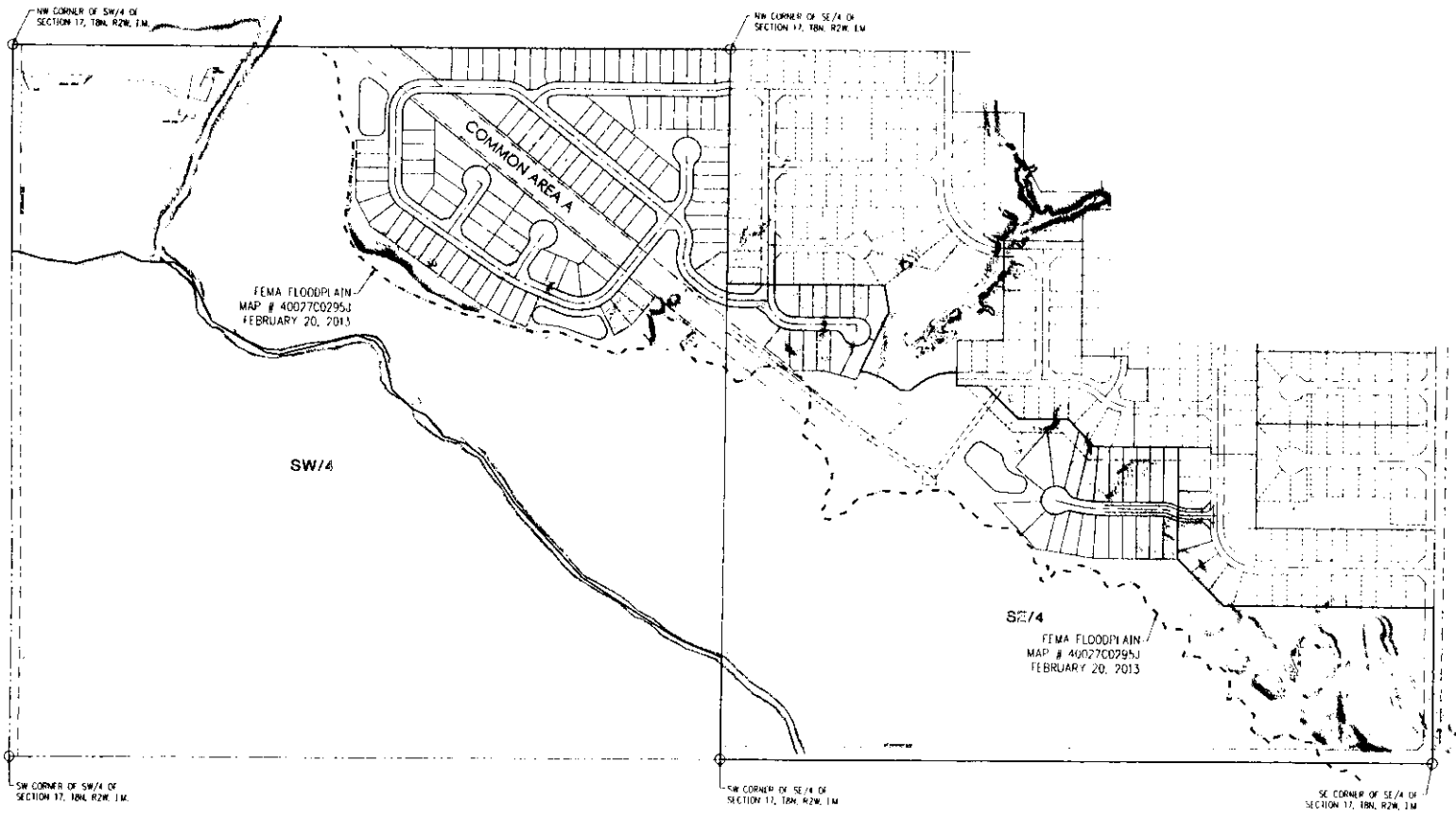
GRAPHIC SCALE IN FEET

200 0 200

PRELIMINARY PLAT
OF
EAGLE CLIFF WEST
A PART OF THE S/2 OF SECTION 17, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

R 2 W

LOCATION MAP
SCALE 1" = 2000'



NOTES
See sheet 1 of 3

LEGAL DESCRIPTION

A tract of land situate within all the South Half (S/2) of Section Seventeen (17), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.) in Cleveland County, Oklahoma, more particularly described as follows:

West Portion:

A tract of land situate within a portion of the Southwest Quarter (SW/4) of Section Seventeen (17), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.) in Cleveland County, Oklahoma, more particularly described as follows:

BEGINNING at the Northeast corner of said SW/4, thence

N89°36'41"E along the North line of said SW/4 a distance of 2659.74 feet to the Northeast corner of said SW/4, thence

S00°08'09"W along the East line of said SW/4 a distance of 2259.56 feet, thence

N68°10'51"W a distance of 156.32 feet, thence

N61°25'47"W a distance of 70.25 feet, thence

N37°35'53"W a distance of 369.54 feet, thence

N42°49'01"W a distance of 372.79 feet, thence

N34°55'47"W a distance of 208.42 feet, thence

N53°08'54"W a distance of 81.01 feet, thence

N72°49'59"W a distance of 85.28 feet, thence

N58°17'55"W a distance of 98.55 feet, thence

N66°42'17"W a distance of 59.75 feet, thence

N47°18'34"W a distance of 102.15 feet, thence

N15°51'17"W a distance of 150.34 feet, thence

N42°11'33"W a distance of 46.65 feet, thence

N73°35'29"W a distance of 77.95 feet, thence

S75°21'08"W a distance of 298.84 feet, thence

N81°46'45"W a distance of 50.46 feet, thence

N61°00'19"W a distance of 231.51 feet, thence

N25°12'35"W a distance of 173.78 feet, thence

N43°35'19"W a distance of 46.41 feet, thence

N57°05'58"W a distance of 45.24 feet, thence

N89°40'27"W a distance of 120.05 feet, thence

N85°38'43"W a distance of 82.54 feet, thence

S74°28'38"W a distance of 175.17 feet, thence

N82°19'47"W a distance of 119.84 feet, thence

N73°56'42"W a distance of 97.21 feet, thence

S89°39'26"W a distance of 24.51 feet to a point on the West line of said SW/4, thence

N00°20'34"W along said West line a distance of 767.18 feet to the POINT OF BEGINNING

Said tract contains 3,588,475 Sq Ft or 82.38 Acres, more or less.

TOGETHER WITH

East Portion:

A tract of land situate within a portion of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.) in Cleveland County, Oklahoma, more particularly described as follows:

BEGINNING at the Southeast corner of said SE/4, thence

S89°29'39"W along the South line of said SE/4 a distance of 2637.37 feet to the Southwest corner of said SE/4, thence

N00°08'09"E along the West line of said SE/4 a distance of 1768.38 feet, thence

N89°47'36"E a distance of 582.84 feet, thence

S09°32'07"E a distance of 100.00 feet, thence

S25°08'04"W a distance of 243.67 feet to a point on a non-tangent curve to the right, thence

166.84 feet along the arc of said curve having a radius of 300.00 feet, subtended by a chord of 164.79 feet which bears S 65° 05' 11" E, thence

S88°08'21"E a distance of 37.50 feet, thence

N50°26'45"E a distance of 34.00 feet to a point of curvature to the right, thence

154.19 feet along the arc of said curve having a radius of 725.00 feet, subtended by a chord of 151.18 feet which bears N76°04'41"E, thence

N89°47'36"E a distance of 6.10 feet, thence

S00°12'24"E a distance of 50.00 feet, thence

N89°47'36"E a distance of 101.03 feet, thence

S46°19'31"E a distance of 172.88 feet, thence

N89°47'36"E a distance of 186.01 feet, thence

S43°47'55"E a distance of 137.65 feet, thence

N89°47'36"E a distance of 311.35 feet, thence

S00°12'24"E a distance of 417.60 feet, thence

S40°18'20"E a distance of 244.48 feet, thence

N89°40'43"E a distance of 177.60 feet to a point on the East line of said SE/4, thence

S00°19'17"E along said East line a distance of 578.55 feet to the POINT OF BEGINNING

Said tract contains 3,009,946 Sq Ft or 69.10 Acres, more or less

Total tract contains 6,598,421 Sq Ft or 151.48 Acres, more or less

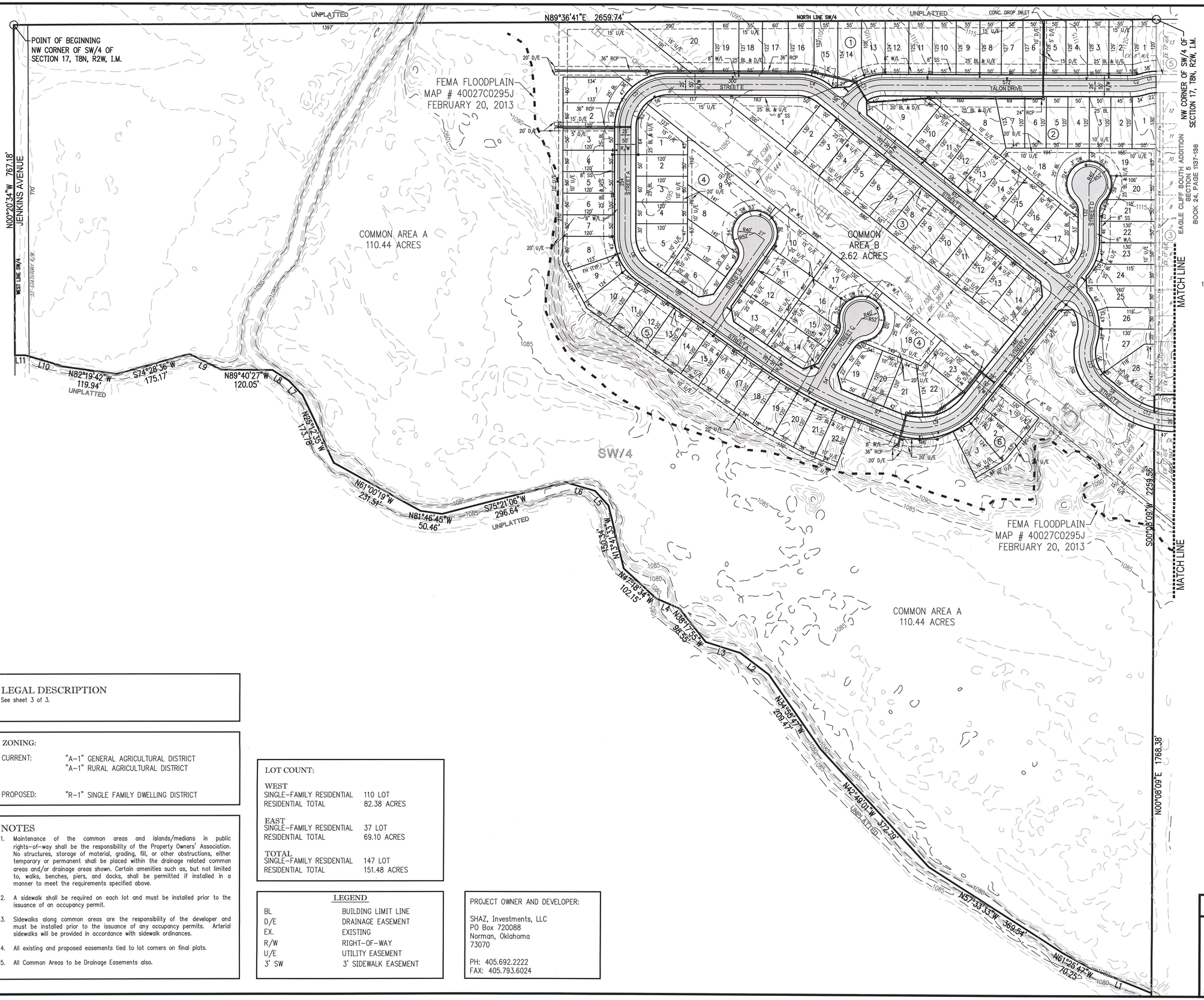
PRELIMINARY PLAT
EAGLE CLIFF WEST

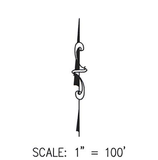
Crafton Tull

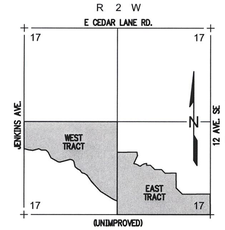
SHEET NO 3 of 3
DATE 05/26/21
PROJECT NO 21605

PRELIMINARY PLAT OF EAGLE CLIFF WEST

A PART OF THE S/2 OF SECTION 17, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA







LOCATION MAP
SCALE: 1" = 2000'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	156.32'	N68° 10' 51"W
L2	83.01'	N53° 08' 54"W
L3	85.28'	N72° 40' 39"W
L4	59.75'	N66° 42' 17"W
L5	46.65'	N42° 11' 33"W
L6	71.95'	N73° 35' 29"W
L7	46.41'	N43° 35' 18"W
L8	45.24'	N57° 20' 59"W
L9	82.54'	N63° 38' 43"W
L10	97.21'	N73° 56' 42"W
L11	24.31'	S89° 39' 26"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	30.85'	100.00'	017°40'30"	N80° 52' 21"E	30.73'
C2	31.59'	100.00'	018°06'03"	N81° 05' 07"E	31.46'
C3	90.03'	100.00'	051°34'59"	N64° 20' 39"E	87.02'
C4	67.05'	100.00'	038°25'01"	S70° 39' 21"E	65.80'
C5	157.32'	100.00'	090°08'09"	N45° 04' 05"E	141.59'
C6	96.46'	100.00'	055°16'07"	S27° 38' 03"E	92.77'
C7	226.81'	1000.00'	012°59'42"	S61° 45' 58"E	226.32'
C8	24.82'	200.00'	007°06'35"	S31° 10' 36"W	24.80'
C9	191.59'	150.00'	073°11'01"	N75° 08' 40"E	178.83'
C10	67.05'	100.00'	038°25'01"	N19° 20' 39"E	65.80'
C11	119.81'	100.00'	068°38'53"	S17° 07' 24"E	112.77'
C12	119.81'	100.00'	068°38'53"	S17° 07' 24"E	112.77'
C13	135.59'	200.00'	038°50'34"	S70° 52' 07"E	133.01'

LEGAL DESCRIPTION

See sheet 3 of 3.

ZONING:

CURRENT: "A-1" GENERAL AGRICULTURAL DISTRICT
"A-1" RURAL AGRICULTURAL DISTRICT

PROPOSED: "R-1" SINGLE FAMILY DWELLING DISTRICT

NOTES

1. Maintenance of the common areas and islands/medians in public rights-of-way shall be the responsibility of the Property Owners' Association. No structures, storage of material, grading, fill, or other obstructions, either temporary or permanent shall be placed within the drainage related common areas and/or drainage areas shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.
2. A sidewalk shall be required on each lot and must be installed prior to the issuance of an occupancy permit.
3. Sidewalks along common areas are the responsibility of the developer and must be installed prior to the issuance of any occupancy permits. Arterial sidewalks will be provided in accordance with sidewalk ordinances.
4. All existing and proposed easements tied to lot corners on final plats.
5. All Common Areas to be Drainage Easements also.

LOT COUNT:

WEST	
SINGLE-FAMILY RESIDENTIAL	110 LOT
RESIDENTIAL TOTAL	82.38 ACRES
EAST	
SINGLE-FAMILY RESIDENTIAL	37 LOT
RESIDENTIAL TOTAL	69.10 ACRES
TOTAL	
SINGLE-FAMILY RESIDENTIAL	147 LOT
RESIDENTIAL TOTAL	151.48 ACRES

LEGEND

BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX.	EXISTING
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
3' SW	3' SIDEWALK EASEMENT

PROJECT OWNER AND DEVELOPER:

SHAZ, Investments, LLC
PO Box 720088
Norman, Oklahoma
73070

PH: 405.692.2222
FAX: 405.793.6024

PRELIMINARY PLAT
EAGLE CLIFF WEST

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 t 405.787.6276 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2022

SHEET NO.: 1 of 3
DATE: 04/30/21
PROJECT NO.: 21605200

APR 26 2021

DRAWING: G:\PROJECTS\2016\21605200\CIVIL\DWG\PRELIMINARY PLAT\PRELIMINARY PLAT.DWG

PROJECT OWNER AND DEVELOPER:

SHAZ Investments, LLC
PO Box 720088
Norman, Oklahoma
73070

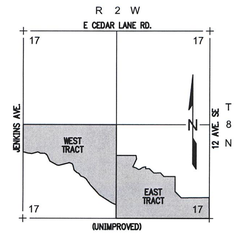
PH: 405.692.2222
FAX: 405.793.6024

LEGEND	
BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX.	EXISTING
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
3' SW	3' SIDEWALK EASEMENT

PRELIMINARY PLAT
OF
EAGLE CLIFF WEST
A PART OF THE S/2 OF SECTION 17, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

SCALE: 1" = 100'

GRAPHIC SCALE IN FEET
100 0 100



LOCATION MAP
SCALE: 1" = 2000'

EAGLE CLIFF SOUTH ADDITION SECTION 5 BOOK 24, PAGE 1137-138
EAGLE CLIFF SOUTH ADDITION SECTION 4 BOOK 23, PAGE 150-151
EAGLE CLIFF SOUTH ADDITION SECTION 2 BOOK 20, PAGE 174
COBBLESTONE WEST SECTION II BOOK 21, PAGE 129
EAGLE CLIFF SOUTH ADDITION SECTION 7 BOOK 25, PAGE 142
MATCH LINE
CONDOR DRIVE
STREET E
STREET F
ACCIPITER STREET
OSPREY DRIVE
PRAIRIE DUNES AVENUE
N89°42'36"E 582.94'
S00°10'00"E 1100.00'
S25°09'04"W 249.67'
S46°19'31"E 172.86'
186.01' N89°42'36"E
S43°41'29"E 737.65'
311.95' N89°42'36"E
S00°17'24"E 417.60'
AREA TO BE ADDED TO LOT 1 ABOVE
S65°19'20"E 244.48'
N89°40'43"E 777.60'
S00°19'17"E 578.55'
EAST LINE SE/4
12 AVENUE SE
33' STATUTORY R/W
50' TREE PRESERVATION BUFFER
EX. 50' PIPELINE EASEMENT BOOK 3731, PAGE 176-190
EX. 50' PIPELINE EASEMENT BOOK 3731, PAGE 194-195
EX. 120' ESMT. BK. 369 PG. 444
EX. LIFT STATION
FEMA FLOODPLAIN MAP # 40027C0295J FEBRUARY 20, 2013
COMMON AREA A 110.44 ACRES
SE/4
N00°08'09"E 1768.38'
S00°08'09"W 2259.56'
329'
2579'
SOUTH LINE SE/4
S89°29'51"W 2637.37'
SW CORNER OF SE/4 OF SECTION 17, T8N, R2W, I.M.
POINT OF BEGINNING SE CORNER OF SE/4 OF SECTION 17, T8N, R2W, I.M.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	37.50'	S88° 08' 21"E
L2	31.00'	N50° 26' 45"E
L3	6.10'	N89° 42' 36"E
L5	103.03'	N89° 42' 36"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	166.94'	300.00'	031°52'58"	S65° 03' 11"E	164.79'
C2	154.19'	225.00'	039°15'51"	N70° 04' 41"E	151.19'
C3	157.08'	100.00'	090°00'00"	N45° 17' 24"W	141.42'
C4	303.72'	1000.00'	017°24'08"	S81° 35' 20"E	302.56'

NOTES
See sheet 1 of 3.

LEGAL DESCRIPTION
See sheet 3 of 3.

PRELIMINARY PLAT
EAGLE CLIFF WEST

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 t 405.787.6276 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2022

SHEET NO.: 2 of 3
DATE: 04/30/21
PROJECT NO.: 21605200

APR 28 2021

DRAWING: G:\21605200_EAGLECREST\ARCHITECTURE\CIVIL\DWG\PRELIMINARY PLAT\PRELIMINARY PLAT.DWG

PROJECT OWNER AND DEVELOPER:

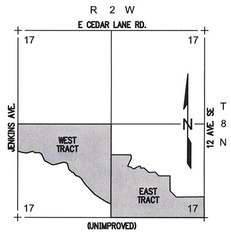
SHAZ Investments, LLC
PO Box 720088
Norman, Oklahoma
73070

PH: 405.692.2222
FAX: 405.793.6024

PRELIMINARY PLAT
OF
EAGLE CLIFF WEST
A PART OF THE S/2 OF SECTION 17, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

SCALE: 1" = 200'

GRAPHIC SCALE IN FEET
200 0 200



LOCATION MAP
SCALE: 1" = 2000'

LEGEND

BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX.	EXISTING
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
	COMMON AREA A
	COMMON AREA B

NW CORNER OF SW/4 OF SECTION 17, T8N, R2W, I.M.

NW CORNER OF SE/4 OF SECTION 17, T8N, R2W, I.M.

COMMON AREA A

COMMON AREA B

FEMA FLOODPLAIN
MAP # 40027C0295J
FEBRUARY 20, 2013

SW/4

COMMON AREA A

SE/4

FEMA FLOODPLAIN
MAP # 40027C0295J
FEBRUARY 20, 2013

SW CORNER OF SW/4 OF SECTION 17, T8N, R2W, I.M.

SW CORNER OF SE/4 OF SECTION 17, T8N, R2W, I.M.

SE CORNER OF SE/4 OF SECTION 17, T8N, R2W, I.M.

NOTES
See sheet 1 of 3.

LEGAL DESCRIPTION

A tract of land situate within of the South Half (S/2) of Section Seventeen (17), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.) in Cleveland County, Oklahoma, more particularly described as follows:

West Portion
A tract of land situate within a portion of the Southwest Quarter (SW/4) of Section Seventeen (17), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.) in Cleveland County, Oklahoma, more particularly described as follows:

BEGINNING at the Northwest corner of said SW/4; thence

N89°36'41"E along the North line of said SW/4 a distance of 2659.74 feet to the Northeast corner of said SW/4; thence
S00°08'09"W along the East line of said SW/4 a distance of 2259.56 feet; thence
N68°10'51"W a distance of 156.32 feet; thence
N61°25'47"W a distance of 70.25 feet; thence
N57°33'33"W a distance of 369.54 feet; thence
N42°49'01"W a distance of 372.79 feet; thence
N34°55'47"W a distance of 209.47 feet; thence
N53°08'54"W a distance of 83.01 feet; thence
N72°40'39"W a distance of 85.28 feet; thence
N38°17'55"W a distance of 98.55 feet; thence
N66°42'17"W a distance of 59.75 feet; thence
N47°18'34"W a distance of 102.15 feet; thence
N13°41'33"W a distance of 150.34 feet; thence
N42°11'33"W a distance of 46.65 feet; thence
N73°35'29"W a distance of 71.95 feet; thence
S75°21'06"W a distance of 296.64 feet; thence
N81°46'45"W a distance of 50.46 feet; thence
N61°00'19"W a distance of 231.51 feet; thence
N25°12'35"W a distance of 173.78 feet; thence
N43°35'18"W a distance of 46.41 feet; thence
N57°20'59"W a distance of 45.24 feet; thence
N89°40'27"W a distance of 120.05 feet; thence
N63°38'43"W a distance of 82.54 feet; thence
S74°28'36"W a distance of 175.17 feet; thence
N82°19'42"W a distance of 119.94 feet; thence
N73°56'42"W a distance of 97.21 feet; thence
S89°39'26"W a distance of 24.31 feet to a point on the West line of said SW/4; thence
N00°20'34"W along said West line a distance of 767.18 feet to the POINT OF BEGINNING.

Said tract contains 3,588,475 Sq Ft or 82.38 Acres, more or less.

TOGETHER WITH:

East Portion
A tract of land situate within a portion of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.) in Cleveland County, Oklahoma, more particularly described as follows:

BEGINNING at the Southeast corner of said SE/4; thence

S89°29'51"W along the South line of said SE/4 a distance of 2637.37 feet to the Southwest corner of said SE/4; thence
N00°08'09"E along the West line of said SE/4 a distance of 1768.38 feet; thence
N89°42'36"E a distance of 582.94 feet; thence
S09°32'07"E a distance of 100.00 feet; thence
S25°09'04"W a distance of 243.67 feet to a point on a non-tangent curve to the right; thence
166.94 feet along the arc of said curve having a radius of 300.00 feet, subtended by a chord of 164.79 feet which bears S 65° 03' 11" E; thence
S88°08'21"E a distance of 37.50 feet; thence
N50°26'45"E a distance of 31.00 feet to a point of curvature to the right; thence
154.19 feet along the arc of said curve having a radius of 225.00 feet, subtended by a chord of 151.19 feet which bears N70°04'41"E; thence
N89°42'36"E a distance of 6.10 feet; thence
S00°17'24"E a distance of 50.00 feet; thence
N89°42'36"E a distance of 103.03 feet; thence
S46°19'31"E a distance of 172.86 feet; thence
N89°42'36"E a distance of 186.01 feet; thence
S43°41'55"E a distance of 137.65 feet; thence
N89°42'36"E a distance of 311.95 feet; thence
S00°17'24"E a distance of 417.60 feet; thence
S45°18'20"E a distance of 244.48 feet; thence
N89°40'43"E a distance of 777.60 feet to a point on the East line of said SE/4; thence
S00°19'17"E along said East line a distance of 578.55 feet to the POINT OF BEGINNING.

Said tract contains 3,009,946 Sq Ft or 69.10 Acres, more or less.

Total tract contains 6,598,421 Sq Ft or 151.48 Acres, more or less.

PRELIMINARY PLAT
EAGLE CLIFF WEST

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

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CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2022

SHEET NO.: 3 of 3
DATE: 04/30/21
PROJECT NO.: 21605200

APR 2 8 2021

DRAWING ID:116000_SALES\ENGR\SUBDIVISIONS\EAGLE CLIFF WEST\CIVIL\DWG\PRELIMINARY PLAT\PRELIMINARY PLAT.DWG

Crafton Tull
architecture | engineering | surveying

300 Pointe Parkway
Yukon, OK 73099

405.787.6270

April 27, 2021

City of Edmond
Community Development
201-A W Gray
Norman, OK 73069

Mr. Danner,

We would hereby request that a variance to the City of Norman Subdivision Regulations Section 19-410.O be granted for the Preliminary Plat of Eagle Cliff West. This regulations establishes the maximum length of a cul-de-sac at 600 feet. As illustrated on the Preliminary Plat, Street "F" which is a cul-de-sac, has a length of 823 feet. Given the topography of this site, a looped connection cannot be made thereby requiring a longer cul-de-sac in order to efficiently develop the area. Given these constraints we would respectfully ask that a variance to the maximum length of cul-de-sac be granted.

Respectfully,

Kendall Dillon
Sr. Vice President

CTA Project #21605200

CITY OF NORMAN
Development Review Form
Transportation Impacts

DATE: April 20, 2021 **STAFF REVIEW BY:** David R. Riesland, P.E.
City Transportation Engineer

PROJECT NAME: Eagle Cliff West Addition **PROJECT TYPE:** Residential

Owner: Shaz Investment Group
Developer's Engineer: Crafton Tull
Developer's Traffic Engineer: Crafton Tull

SURROUNDING ENVIRONMENT (Streets, Developments)
This area is becoming residentially developed with common areas and FEMA floodplain in close proximity to the west and south and single-family residential to the east. 12th Avenue SE is the main north/south roadway. Cedar Lane Road and State Highway 9 are the main east/west roadways.

ALLOWABLE ACCESS:
All access to this addition will be by way of residential streets connecting to 12th Avenue SE or Cedar Lane Road.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)
12th Avenue SE : 2 lanes (existing/future). Speed Limit - 35 mph. No sight distance problems. No medians.
State Highway 9: 4 lanes (existing)/6 lanes (future). Speed Limit - 50 mph. No sight distance problems. Grass median.
Cedar Lane Road: 2 lanes (existing/future). Speed Limit - 35 mph. No sight distance problems. No medians.

ACCESS MANAGEMENT CODE COMPLIANCE: **YES** ■ **NO** ☐
Access is in compliance with the subdivision regulations.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	1,455	728	727
AM Peak Hour	117	30	87
PM Peak Hour	155	99	56

TRANSPORTATION IMPACT STUDY REQUIRED? **YES** ☐ **NO** ■

While the trip generation potential is above the traditional threshold for when a traffic impact study is normally required, a study was not required because an earlier study identified all of the required improvements. Instead, the developer's Traffic Engineer submitted a trip generation table via electronic mail.

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 152 residential lots in this addition are expected to generate approximately 1,455 trips per day. The traffic capacities on the surrounding arterial roadways exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated.

Because of the size of the development, the applicant was not required to submit a revised traffic impact study for this addition. Instead, the traffic engineer for the applicant submitted, via electronic mail, a table showing the trip generation potential for the 152 residential lots. All roadway widening projects for which traffic impact fees had previously been collected are now complete. Consequently, there are no traffic impact fees associated with these 152 residential lots.

Applicant: Shaz Investments, L.L.C.

Project Location: West of 12th Avenue SE approx.. ¾ mile south of Cedar Lane Road

Case Number: PD21-14

Time: 6:00 p.m.

Applicant/Representative
Kendall Dillon, Crafton Tull

Attendees
This was a virtual meeting on Zoom. The following attendees were in person and via Zoom.
Sonja Potts
Kevin Potts
Allyson Wilson
David Seamans
ECS
Ellie Hartley
Michael Eilts

City Staff
Jane Hudson, Planning and Community Development Director
Lora Hoggatt, Planning Services Manager
Beth Muckala, Assistant City Attorney
Todd McLellan, Development Engineer

Application Summary
The applicant is requesting a preliminary plat, rezoning from A-1, General Agriculture, and A-2, Rural Agriculture, to R-1, Single-Family Dwelling, and a NORMAN 2025 Land Use Amendment from Future Urban Service Area to Current Urban Service Area.

Neighbor's Comments/Concerns/Responses
Neighbors voiced many concerns regarding drainage and stormwater controls. The previous Eagle Cliff development has experienced erosion problems and wanted to know what solutions are proposed for the new subdivision. Neighbors asked about traffic on Osprey and expected traffic from the new development. Neighbors asked about plans for the existing trees on the property.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

MAY 13, 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, and via video conference, on the 13th day of May, 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 6:34 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT (via video conference)	Sandy Bahan Lark Zink Dave Boeck Michael Jablonski Erin Williford Steven McDaniel Erica Bird
MEMBERS ABSENT	Nouman Jan Mark Daniels

A quorum was present.

STAFF MEMBERS PRESENT (in person, except as noted)	Jane Hudson, Director, Planning & Community Development Roné Tromble, Recording Secretary Bryce Holland, Multimedia Specialist Beth Muckala, Asst. City Attorney (video) David Riesland, Traffic Engineer Todd McLellan, Development Engineer

* * *

Item No. 10a, being:
R-2021-115 – SHAZ INVESTMENTS, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN FROM FUTURE URBAN SERVICE AREA TO CURRENT URBAN SERVICE AREA FOR APPROXIMATELY 41.46 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.

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

Item No. 10b, being:
O-2021-44 – SHAZ INVESTMENTS, L.L.C. REQUESTS REZONING FROM A-1, GENERAL AGRICULTURAL DISTRICT, AND A-2, RURAL AGRICULTURAL DISTRICT, TO R-1, SINGLE FAMILY DWELLING DISTRICT, FOR APPROXIMATELY 41.46 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
4. Pre-Development Summary

Item No. 10c, being:
PP-2021-11 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHAZ INVESTMENTS, L.L.C. (CRAFTON TULL & ASSOCIATES) FOR EAGLE CLIFF WEST ADDITION FOR APPROXIMATELY 151.48 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Request for Variance – length of cul-de-sac
6. Pre-Development Summary

PRESENTATION BY STAFF:
1. Jane Hudson reviewed the staff report, a copy of which is filed with the minutes. We did receive protests which amounted 40.4% for these areas shown in pink.

2. Mr. Jablonski – Can you tell me about this floodplain and what kind of floodplain is it? And is the classification realistic? One of the protests points out that, because of inappropriate stormwater management, that the area has been holding a lot more water than it historically did, and that concerns me.

Todd McLellan – Yes, Commissioner. I'm the Development Engineer for the City of Norman. The floodplain you're referring to, that's the Canadian River and Bishop Creek floodplain and it's currently zoned AE which means that there's base flood elevation data for that area. There was a detailed study by FEMA. The last time the map was updated was 2008 so there may be additional water ponding up and building up down there, and that's probably due to the upstream development. As far as I know, there are no plans to update the maps, although we've been requesting that the Bishop Creek floodplain map be updated. Right now, because of funding, that hasn't been done.

3. Ms. Bird – Jane had mentioned that the staff had recommended the fee in lieu of the detention ponds. Can I have some more explanation as to why that recommendation happened on this particular project?

Mr. McLellan – Sure, Commissioner, I'll be happy to explain it. The way that works is when we have development near the rivers we like to do fee in lieu of detention because not providing detention during a storm allows the runoff to get out of the developed area quicker than if we did do detention. We want it to get out there quicker before the peak flow from Bishop Creek comes down the stream. Therefore, by getting it out there, we have less flooding when we get it out there ahead of time. I believe the area of Bishop Creek – the total drainage area – is very large; it's approximately 6,700 acres. So during a large event we have quite a peak flow coming down the creek. By doing fee in lieu of detention, we get the water from this development out headed toward the river and the creek faster than if we did do detention. It reduces the flooding potential by not combining with the peak flow coming down Bishop Creek.

4. Mr. Boeck – I guess that would be my big question here. Obviously, we're at the end of Norman – this is the end of the City of Norman boundary here, and the river runs through here and Bishop Creek. There's been lots of concerns of Bishop Creek when you get up to, like, Lindsey and north of Lindsey, and actually down into Sherwood Forest and those areas, because of all the development that's gone on, and the City deals with that on a continual basis. But I guess the question I have is where do I see the concern from some comment from some protest was in terms of flooding, but I'm not sure where the concern for flooding would be in these residential neighborhoods, because, again, this is at the end of Norman. This is the end of development for this part of the river and creek. So what's the concern?

Mr. McLellan – You have to ask the protestors, but I believe the main concern is that, by developing, they're getting more volume of water and ...

Mr. Boeck – Who is "they" and where are "they"? I don't see how that's a problem, looking at this site development plan.

Mr. McLellan – They're here. They're in the audience, and I think they plan on speaking after the presentation.

5. Ms. Williford – When you talk about getting rid of the detention ponds in lieu of a fee, have you looked at where that storm water goes? Because it doesn't go directly to the river. It travels through someone else's property. So how does the City determine what is an acceptable method of where that water goes, and potentially floods, when it's not going directly to the river?

Mr. McLellan – Well, the applicant has to submit a drainage report as part of the preliminary plat submittal. We review the data and see how much water is coming down and what the flow paths are. You are correct. It has to cross some property to the south before it gets to the creek and the river. There are concerns by the property owners that there will be additional erosion because of the water. But we feel by doing fee in lieu of detention that it will reduce the risk of flooding because this water will be out toward the creek and the river before the peak flows of Bishop Creek get down this far.

Ms. Williford – Forgive me for not knowing this answer – I probably should, so I apologize – but where do the fees go, and how are they used?

Mr. McLellan – Well, the fees are collected by the City and they're used on future projects – future storm water projects.

Ms. Williford – So they're not used in any way to help the properties that are damaged by this water draining into their property, or other detention ponds for this water that are flooding down.

Mr. McLellan – That is true, they're usually not used on private property; they're used on storm water infrastructure projects.

Ms. Williford – So correct me if I'm wrong. So developers pay a fee to not put in drainage – detention ponds, and then the money is used elsewhere so developers can not build these

ponds, water just runs downward off their property to somewhere else, and then the City uses it for further development and/or storm water usage.

Mr. McLellan – Yes, that's the idea. Yes.

Ms. Williford – That doesn't make sense to me.

Mr. McLellan – Again, it has to do with trying to reduce the flooding potential. Now, we're not opposed to the applicant if they want to do detention. We not opposed to it, we're just saying if they do it they're probably increasing the risk of flooding potential for the people on Bishop Creek.

Ms. Williford – Does it cost the developer less money to pay the fee or to build the detention pond?

Mr. McLellan – You would have to ask the applicant and the developer that question. Current fee is they pay fourteen cents per square foot of additional impervious area they are adding.

6. Ms. Bird – I'm sorry, I don't know if I heard Commissioner Boeck's question getting answered as far as to who the flooding concern was. I apologize if that was answered. But when you're talking about the increased risk of flooding, could you just clarify who – you said the people along Bishop Creek that would have increased flooding? Or who would be affected by this increased flooding?

Mr. McLellan – Well, it would be people upstream along Bishop Creek that could be affected.

7. Mr. Jablonski – I have a question not about the flooding or the storm water management, but about parks. Did I miss that? We were supposed to get an update from the City about parks and I didn't see that.

Ms. Hudson – That was a fee in lieu of for parks.

Mr. Jablonski – And, correct me if I'm wrong, there was also a fee in lieu of parks the last time that they developed in that area? Is that right?

Ms. Hudson – I do not know that. I did not check that. I just got the vote for this item that went to the Park Board. I'm hearing that there was no park land required, so they did fee in lieu of last time, yes.

Mr. Jablonski – Thank you. Can you tell me where the closest parks are and what the access is like in terms of walking access to those parks or greenspace also?

Ms. Hudson – There's the large park that's up north in Eagle Cliff. I couldn't tell you the exact location. It's closer to Cedar Lane. To my knowledge, there is not another park within the Eagle Cliff subdivision, but the one that is up there is a very large park. It's south of the commercial, then you have the duplexes, then you have the apartment complex, so it's a good quarter of a mile back in from Cedar Lane. I'm trying to look at a map in this room.

Mr. Jablonski – I'm just trying to eyeball it myself right now, and it looks like it's maybe a half mile walk, if I had to guess, from houses in that new development. But someone can correct me.

8. Ms. Williford – Is the fee in lieu of for parks the same as the fee in lieu of for detention ponds?

Ms. Hudson – The fee in lieu will go to the area parks. There's a determination from Parks Board where they would utilize that funding, is my understanding. Part of it could go to the Eagle Cliff Park. It depends, I guess, if it was a neighborhood park fee or if it was a community park fee – whatever their designation was. I believe they can designate how that goes. I'm sorry I don't have anybody from Parks Board. I don't want to tell you the wrong thing, but I believe that's how they designate that funding.

Ms. Williford – Jane, do you happen to know if it's also fourteen cents? Or do you know the price that they pay?

Ms. Hudson – I do not. I'm sorry. I can find out and send you guys an email and let you know.

Ms. Williford – I'm just curious.

Ms. Zink – I wanted to respond to Commission Jablonski's comment. I used to live in the neighborhood, and the park is probably closer to a mile away.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, representing the applicant (via video) – I'm going to try to answer all those questions; I think I can. First, I'm going to dive into some of these questions first and then I'll take you through the presentation. Parkland – you see the PL right there and R-1 right here. The main park – the subject tract down here that Jane showed you. The subject tract, first I want to say, is an outline of the entire preliminary plat. We've talked about this before a little bit, but preliminary plats are a large area sometimes because you have to plat the whole common ownership. That's not the area that the homes are going to go into. The homes are in a much smaller area, and I'll show you that in just a moment. But they basically are pocketed up in here and over here. The main park for Eagle Cliff Addition is right up here. So to answer the Commissioners' questions about access, you would likely come down the sidewalks. All of these areas must have sidewalks. So you would come down the sidewalks down into this area over here and then down over to here. As far as parkland dedication, this is all pretty structured in the preliminary platting guidelines, so it's a function of preliminary platting. And the way it works on developments is the developer has to do one of three things. They have to either pay fee in lieu of for a park, or they have to provide private parkland dedication, or they have to provide a public park. If they do a public park, then that is factored by population; it's a structured calculation in the ordinance of the City of Norman. They determine the population planned for the plat being done, so you would take the population of these homes, probably times 2.3 persons per household, which is the U.S. Census figure, and you would determine the population. Then there is a standard per square foot of person per park. So this is all pre-calculated; we don't determine any of this. It's all in the ordinance. So then the park gets determined – the public park size gets determined by that. What happens functionally is, when you're doing small sections – small additions like this – that calculation ends up being a pretty small park, and so what you oftentimes find is the Board of Park Commissioners or the staff of Parks Board – and congratulations to Judd Foster for his retirement this past week – usually they desire to basically have a fee in lieu of because they don't want a tiny park, because tiny parks become a maintenance problem for them to go out and mow and maintain every little bitty park all over the City. So a lot of times, in situations like this where there's a main park for the neighborhood, oftentimes they will actually collect monies for each addition, each section that comes in, and then use those monies to basically augment or enhance the existing park. As to value – somebody asked the question what is the price of the fee in lieu of – the Parks Department determines that price based on fair market value of typically floodplain land, because most parks are, a lot of times, in floodplain or open areas, and that's the price used per square foot at an equivalent rate of the public parkland. I hope that makes sense. That's a long explanation, but that's how parkland works in platting. It's a function of platting, not of zoning, not of land use, so it's very rudimentary and calculated in the platting ordinances. So these, which would be relatively small additions as compared to the whole, are planned for fee in lieu of and likely, a lot of times, they use those fees to enhance the neighborhood park. So that's the area.

Let me continue on. I'm going to address all the storm water questions, too, as we get deeper into this presentation. So this is the area, Cedar Lane Road down here, 12th Avenue S.E., Cobblestone, if you're familiar with Cobblestone, is right over here. And Eagle Cliff is the addition that has been a continuation of an addition over many years now, really a very long time – over decades really, as it's just continued to grow south. The general orientation as the general area is looking – this is Highway 9 across the top. This is 12th Avenue coming down here. This is Cedar Lane right here. This is Jenkins over here and the wastewater treatment plant right here, the animal shelter, those things. There's not a connection right now with Cedar – someday that could happen. But the land we're looking at – again, preliminary plat layout is this whole area down here. The actual homes layout is quite a lot smaller, and I'll show you that as we get into it. This is all the Eagle Cliff Addition right here, a continuation as the market has absorbed

this addition, homes are added to it. This is the actual area, again, of the preliminary plat we're talking about, not the particular layout of the homes. This big swath you see going through is a power transmission line that's kept clear. And then the lift station – this is an important little element right there, but that is the lift station that is in place right now to carry the sanitary sewer service for this neighborhood on over to the wastewater treatment plant, which is over here.

So tonight on your agenda is really mostly a preliminary plat. The first two items on your agenda are what we call an amendment of the Future Urban Service Area to the Current Urban Service Area on 2025. You don't see a lot of these very often, because they just are the peripheral developments. This one we haven't had in a while, but this is basically saying we now have utilities to serve it and so it gets transferred in. The rezoning you are seeing is to rezone to R-1, and then the preliminary plat is the mechanics of creating the lots and the block and the development. So I'm going to take you through each one of those, one by one.

The urban service area – 2025. Again, we don't see a lot of these, but what this is – and it's probably hard to see on screen right there – but that is striped. This light yellow area right there is striped, and if I was to show you the actual printed map of 2025, it has areas that are striped, and they're striped in a particular color for a reason. The stripe means that that is future service area, meaning services of water and sewer, and the colors means – so the stripe is future – the color of the stripe is what 2025 as adopted policy said we want it to become when services become available to it. So what this is doing is doing exactly that. So we now have services – we have water and sewer to these locations, and so the developer has requested to now put them into Current Urban Service Area, which is what we're asking right there.

The proposed rezoning to R-1 and the Current Service Area, we are simply asking you to take off the stripes, in effect is what we're doing. Take off the stripes and make it yellow, just like the rest of the area is yellow. So that's what the 2025 Plan change is doing. In order to do that, you have to do things. You have to show that we have public facilities – water and sewer – that they're in place and can serve the development, or will be at the time of development. I showed you that lift station right down here. That's what will serve the sanitary sewer, and water is all right at the periphery as well. So we've satisfied that condition. The second condition is actually pretty similar. It just says the development basically won't exceed sewer capacities is what this basically says. City staff has written in their staff reports that this is well within the capacities of the sewer plant. So with those two criteria satisfied, we can shift that into Current Urban Service Area now. Here is the staff report that says since the adoption of 2025 the necessary public facilities have been established. This is the staff report that says that we have the capacity to be expanded to serve this development. Water and sewer is available. These are the staff words, not ours. It goes on to say this will not result in adverse land use or traffic impacts, which, again, you wouldn't think there would be any way to do that, because we are transitioning exactly into the use that the policymakers in 2025 asked us to transfer into. So we're not changing, for instance, that to red or orange or deep yellow or anything like that. We're just turning it right into exactly what the policymakers asked us to turn it into.

I don't think I've ever shown you guys this before, but 2025 is a big book. There's a big book with 2025 that accompanies the map. It actually addresses Future Urban Service Areas, and it's kind of applicable to the one we're doing tonight. It actually talks about infrastructure requirements. Not all portions of it will be able to develop to urban densities. It gives us an instruction – it says the need to prevent development at less than urban densities from occurring in those areas in the interim. In order to insure that development at less than urban densities does not occur, City Council will continue the policy that does not allow for these areas to be rezoned to Residential Estate. What that's telling you is that Residential Estate is the two-acre lots. So what that paragraph is saying is they don't want you to change this to agricultural or Residential Estates; they want you to take it into urban densities, which is what the rest of the neighborhood is. So the policy is to take off the stripes, turn it into yellow and make it R-1, Single Family, and that's what we're proposing tonight. Staff notes that the last approved plat, which is basically exactly what we're asking for tonight in terms of policy, was approved just two years ago in 2019. So the land use change is just taking off the stripes, make it Current, make it the same use that policy asks for. The rezoning is to change to A-1 and A-2 to R-1, again, just like

2025 asks us to do. This yellow over here is R-1. So 2025 is saying we want you to go to R-1, and that is exactly what we're asking you to do tonight. So the rezoning request fits exactly within the 2025 Plan to move these to R-1. And what is R-1? I think usually we're sitting in front of you with PUDs. You're familiar with PUDs, and we do PUDs because we want to change a setback, or we want to change a height, or we want to change a coverage area. This developer – pretty unique any more, really – is choosing to not change anything. They just want straight R-1, and R-1 is right out of the Zoning Code – it's right here, and you see all these yellow areas, all over the City – you can see basically the older areas. This is OU right here – I-35 – that whole area is yellow. That's the same thing we're zoning into tonight is R-1. So nothing different – no PUD – no changes. We just simply want to do what 2025 has suggested we do and take it straight into R-1. So the rezoning is very simple, really, in that we're seeking straight R-1, which means we carry in with it the exact policies of the City of Norman as to density, as to pervious coverage, as to drainage, as to landscaping – all of that. We're not modifying any of it. We're just saying take us straight into R-1. Staff report finds that there will be no negative impacts to the surrounding area and there's close proximity to the access to major arterials and everything else. So it really is an extension of the existing developments, totally in keeping with 2025, and totally using the existing R-1 ordinance. So the big part of this request really is preliminary plat, in that the uses are basically in line with the policy of the City 2025 and zoning, and so the plat, which also is more of a ministerial function typically, is just creating the actual lots and streets and blocks. When we plat, we have to follow what's called the Engineering Design Guidelines of the City. In fact, those are being updated right now. In fact, we all went to a meeting last week that was to update the Engineering Design Guidelines, and that will be ongoing now for the next year or two. But when we plat, we have to create all of these lots and streets and sidewalks and fire hydrants and everything in keeping with what is a large book of the Engineering Design Guidelines. Just like the zoning, this applicant has chosen to basically fit all within those criteria. There's one variance; I'll show you that in just a second. But otherwise it is basically the exact policies of the City in terms of how we plat. Very importantly, you see this blue line. That is the edge of the floodplain. You will see we don't even have a back yard in the floodplain. Sometimes you will see developers actually extend the back yard into the floodplain but keep a buildable area outside of the floodplain. This developer has chosen to not even put so much as a fence back in the floodplain. They're not touching it. So the floodplain is untouched. This is all R-1, Single Family development per the City policies and per 2025. That's the west side of it. Then the east side of it is down here. Same thing. Here's the floodplain in blue right here, and again not even a fence is going to touch that floodplain. It will go right up to it, but we're not putting anything out in the floodplain at all. These will all meet the City of Norman's Engineering Design criteria. The only change that we've asked for is this cul-de-sac right here – we asked for a variance to extend it to 800 feet. There's only a few homes out on the end of it. The City staff, I think, is supportive of that. I believe the staff report says they are. That's a couple of hundred feet longer than what the Engineering Design Guidelines would ask for. That's it. So the one variance has nothing to do with storm water or any of those issues.

So storm water. Let's talk about it. Several questions about it, and I thought I would try to explain to you a little bit more about it. I think Commissioner Boeck asked who would be flooded and where does the water go. Well, here it is. This is the drainage area. This is Eagle Cliff right here, and actually I should just go ahead and get an annotator out here. This is Eagle Cliff right here. Bishop Creek goes up here. As, I think, the staff member said, Bishop Creek is a large area of Norman. Bishop Creek goes way up into north Norman and drains a significant area. Very importantly, Bishop Creek drains much of the University of Oklahoma. We love OU – great partner – but I will tell you that OU doesn't follow the storm water regulations of the City of Norman, and you won't find many detention basins on the University of Oklahoma. So as the South Research Area Campus and the National Weather Center, Lloyd Noble – all of these areas have been created with parking lots. Those areas are all draining down Bishop Creek down into here. What you see in those protest letters and the comments as to excessive water, they're talking about this area down here. Well, what is that area? That area is the floodway, and I think Commissioner Boeck was actually talking earlier on a different application about floodway

and floodplain. Let me explain the difference – and Kendall Dillion with Crafton Tull is with us tonight to give you much better knowledge than me. But floodway – this is what FEMA says a floodway is: a regulatory floodway means the actual channel of a river or other water course. This is the river channel. A lot of us think the channel is just this little skinny area down here. Not according to FEMA. FEMA says everything striped red is the actual floodway, which is the actual channel. There is significant water in a floodway in a channel. That's where it goes. So who gets flooded? Commissioner Boeck asked that earlier. Well, the area the water goes to is the floodway. The floodway is what gets all of this water. Here's Eagle Cliff Addition right up here. Our project tonight that you're looking at is roughly in this yellow area. The water is going that way. And so the water is not going back into the neighborhood at all. The water is going down into the floodway where it is supposed to go. We are right at the edge of the floodway. So the blue is the floodplain. Floodplain is basically the expansion area of a floodway – and I'm being very rudimentary in my descriptions here, but the floodplain, the blue area, is where when the floodway – the actual river channel – when it exceeds its borders it is supposed to expand into the blue area, which is the floodplain. We are outside the blue area. We're right on the edge of it, but we're outside of it, and the water will cascade down into the floodway. So that's where it's supposed to go.

So you got protest letters, for instance, from one family that said there's excessive water out here. I just want to again reiterate the excessive water they're talking about is in the floodway – it's in the river channel. So that's what they're discussing.

So let's talk about – I was debating to show you this, because this is just me. An old engineer one time tried to explain to me what is fee in lieu of and why do we do it? So I'm going to give it a shot. I've never shown you this before but I've always wanted to show you this. So fee in lieu of – you heard Mr. McLellan tell you that they want the water at the end of the basin to get out and get out quick. The reason is because if you detain this water, all of this water up here is trying to get out. It's trying to get to the floodway in a significant rain event. If you hold back this water, then you're actually holding back all of this water with it. You want the water next to the floodway to get out quickly because it frees up volume and space for all of that water behind it to get out. I had an old engineer one time explain it to me like this: let's say we've all been to a ballgame, I think a lot of us have. Let's say you're sitting right up here at the end. Well, you've got to get to that exit right there. Well, before you get to that exit, the people in the little yellow circle have got to get out. If you tell the people in the little yellow circle to just stand there and wait – to detain themselves – you are keeping all of these people from getting out. It's no different than water. If you tell the water at the edge of the floodplain to stay there in detention ponds, then all the water behind it can't get out. What happens if it can't get out, and it continues to rain? You're flooding all the people behind these areas that are right at the edge of the floodway and want to get out. So I've always had engineers describe it to me like that. Just like a stadium, you want the people next to the exit – just like the water next to the floodplain – you want it to get out and get out quick, because that frees up room for everybody else to travel the same corridor that they have to travel. So that's fee in lieu of as a concept.

Finally, again really the zoning, 2025 meet the adopted policies of 2025. We're doing exactly what it's asked. R-1 is exactly what it asks us to zone into. And as to preliminary plat, we're doing exactly what it asks as well. I would note, actually staff is asking us to do fee in lieu of so that we can follow that concept of getting the water out of there quickly.

No residential lots in the floodplain. Traffic exceeds the capacities. Staff recommends approval of the preliminary plat.

Kendall Dillon, Crafton Tull, is with us. I'm happy to answer any questions you have. And with that, I thank you very much.

AUDIENCE PARTICIPATION:

1. Derek Rosendahl, 908 Accipiter Street (via video) – I am president of the Board of Directors for Eagle Cliff South. We are all these numbered sections just to the north. We're Eagle Cliff South, and then north of us is Eagle Cliff, which is older. These are the two proposed

developments. In the preliminary plats, we first had some questions – the initial one said that the property owners association was responsible for maintenance, and then it also said that Eagle Cliff was responsible and their property owners; there is no Eagle Cliff Property Owners Association. We are the only ones nearby. We're just Eagle Cliff South. The new plat that's currently sitting at is that it just says Property Owners Association, and so we actually – we, as the Eagle Cliff South – refuse to be named responsible, due to a large number of issues that have occurred in the past with what has been unfinished and unmanageable from the same developers that we'll talk about in a second. Here's the floodplain that we've been talking about for a while now. Here's the official plats that was done by FEMA and it was done in 2013. Since then there have been a large number of changes, and there were a large number of observational changes in the water flow and the water around here. Just to look here, this is the general area back in 2013 when FEMA constructed those floodplain maps, and you can see there's no development. Then here is this last year where we've developed quite a bit more, and so the water doesn't have as much space to absorb and it's increasing the runoff. So that's actually here – this is that new development – and here is the FEMA map which we've seen. So you can see that all of this area here used to be open land that was absorbing water when these lines were designated. So all of this the water wasn't running off completely. So now all of this is developed and so more water is running off quickly. This is the brand new development that is being proposed. I would just make a comment, if Mr. Rieger's comment is that the floodway is the river, then that's saying that the homes are one lot away from the river. To me doesn't seem like a very wise decision. This is this next 1% hazard, which is the 100-year floodplain, which you are supposed to stay away from – stay outside of. Then this is the 500-year floodplain, so they do butt up right up against it, and if these previous FEMA lines were correct, this would completely be fine and okay, but in the last five to ten years since this was designated there's been a large amount of evidence of an increase in the water definitely down here and where the farmers' land is at, which we'll hear about, but all of this land that is now 1%, I used to go back there when a previous farmer owned it, and it was completely dry and then it has transitioned to a marsh land, and there's currently two to three feet of standing water and it can be there for months at a time, right here in the once in 100 year – so we're having a once in 100 year flood every day – every second for a month minimum straight. All of this is now becoming marsh land, and in the past it was dry. So the farmer – yes, there's giant issues with flooding down here, but up into this region we've actually seen a large increase of flooding and I actually live nearby so I see it all the time. So a FEMA assessment needs to be done that's new and updated that isn't assumed to be 2013.

The next big issue for us as an association is large erosion and drainage issues with the previous developments that have occurred with the same developers. As you can see – it's hard to see this here, but there's really, really steep terrain. This has always been steep terrain and all of the housing additions have come up and butt up right against it now. They're going to be developing inside of this very steep – especially right in this area there's very steep terrain. Even this home right here there's a 30-foot drop between the back yard and the front yard, and there's a 15-foot drop from the right side to the left side. So you can see there's 30-foot drops all over the place. So very, very steep terrain; very long yards. I just noticed in the new preliminary plat is that there's a 50' tree preservation buffer, which would be nice, except they've already torn out all the trees there, so there are no trees in the tree buffer that would have potentially helped to decrease erosion. Maybe more trees can be planted there, but there's enormous drop-off right at that location. This is actually where we, as a homeowners association, have found massive issues in erosion that is unmanageable that were either never finished, or they were attempted to be put in and they did not work and failed. I'd first make a comment that there were many things said in the last presentation about the staff report. Everything I'm presenting was submitted and the staff report came out prior to all this information being submitted, and it was submitted on time. The farmers to the south – all of their information was submitted; that was not in the staff report, either. So none of this information is represented in the staff report. This section down here that was commented about that was approved two years ago – we came to that – we were here two years ago and we said there's these massive

drainage issues and we said please don't build here – very steep, it's not going to work – and we were promised that, well, that's fine, we know that, but we're going to put in retaining walls to stop the erosion and it will be fine. Two years later the cement slabs are now being poured, the homes are about to go up. No retaining walls were installed and so what happened? So we'll take a little tour of what happened. This is what happened – massive, massive drainage issues. Let's go around the corner. So this is somebody's home right here – this is back of their home. It's actually drainage lines coming right into it with large drop-offs. There's me standing in it. Huge, huge drop-offs with the homes, and there's already drainage issues and they're putting in homes right now. We'll keep going down the line. Bottom of this large landscape that was a lot of dirt was put in there – huge drainage issues; it's just flying right out. Keep going around. This one is a little better. They're trying to manage it a little bit, but we're already having cut-outs in the land. Go a little farther, there's human size cut-outs right where homes are going to be put. We'll keep going around. Here's another one. This is the human size ditch going right into a back yard. More drainage issues. So this is where the retaining wall was supposed to be; it's not. Back yards. So that was what was just done. And everything I'm going to show now is what we have always known about that is just terrible and not working and was left. Here is another location with a home shot. Gigantic drainage. This one was actually left. It would look like this when they were building and it's only gotten worse. You can kind of see here there's more of this falling off where I'm standing. It's continuing to erode and erode and there were zero measures put in. Keep going around the corner. This is actually super extremely dangerous and we want this fixed immediately. If I take one more step out, I drop 30 feet. If I turn around, this is actually going to another home. So this huge drainage ditch is going to a home – 30-foot drop-off. Here they tried to put in a drainage easement. There's no protection. Kids can walk up to it, roll off, drop 30 feet. Keep going around the corner, there's fences and there's a hidden drop-off – this giant 30-foot drop actually you can't see it, but kids can run to it. Keep going. This is looking back the other direction; you can fall into the giant hole. Let's keep going. You can't see it, but there's another hole right there. Keep going. Here's a drainage that goes to nowhere. Another one. This is another steep drop-off with zero protection. People can go to it. And here's erosion that was started when they were building; it's still there and it's getting worse. This is a large area that we are supposed to maintain and it's steep drop-offs with a giant drop-off and creeks in between, and you can maybe wiggle your way in. Kids can get in there, but we're supposed to manage it as an HOA and it's completely unmanageable. If you go around the corner, they're currently building right now. This one is actually being worked on and there's drainage ditches coming out of the back yard which falls into the creek. Keep going. More falling out. This is a large area that was not built up so that it could stop the water. There's me and the one that's going right into a home. Another one going into a home. Here's the end of a street to nowhere that, with this new proposal, will not be extended. There's huge holes. It's become trash. Here's a large area that has no cement anywhere; it just all can erode by itself. Here's another land that's going to be developed. This one has been developed right now. Obviously huge issues. They're going to be developing in the same terrain, and actually this terrain is much steeper that they're going to be working in. We warned about this. It wasn't done properly.

2. David Burget, 930 W. Lindsey – I am speaking on behalf of my clients, so it may be a little bit longer than the three minutes. I am representing multiple clients. I'm probably going to be speaking on behalf of one of them. I think a couple of them would like to share with you all as well. But I represent various members of the Potts family who own the properties to the south and west of the proposed development. Unfortunately, over the course of Eagle Cliff's development, the Potts' land has experienced an increase in storm water drainage and flooding due to the current applicant's previous upstream development, its failure and refusal to ensure detention of the surface waters displaced by such development, and its improper payment of a fee in lieu of detention for previous developments. The developer's failure to address these issues has resulted in significant increase in flooding and saturation of the Potts' property, resulting in damage not only to the property's overall value, but the Potts' economic

operations as well. Pictures attached to the protest filed earlier this week attest to the increased amount of water, debris, and trash that has made its way to the Potts' property, including objects as large as a family Christmas tree, and even a City of Norman polycart trash can. Mr. Potts, my client, will step in here shortly to go into further detail regarding the particulars. Until yesterday, we thought we were protesting and arguing over the adequacy of the three detention ponds that were disclosed on the previous preliminary plat that we were provided. The latest copy of the preliminary plat, though, removed all three detention ponds and instead inserted water pipes aimed straight at our clients' property. Additionally, contrary to the staff report concerning the property's rezoning, the staff report related to the preliminary plat now states that Eagle Cliff West is eligible to pay a fee in lieu of detention. Similar to the additions in both 2012 and 2019, which I believe Mr. Rosendahl referenced, the developer's failure to address the retention of surface water displaced by its development and, instead, request fee in lieu of detention, is not only a violation of Oklahoma law, but City of Norman's own design criteria, which were adopted by ordinance, governing the allowance of a fee in lieu of detention. According to Oklahoma law, Mr. Rieger pointed it out that it sounds like the developer is doing everything in his power to move all of the surface water off of their development onto our clients' property. The developer can only divert its surface water, though, in the event the developer can do so without an injury to the Potts' land. No one is permitted to sacrifice his neighbor's property in order to protect his own. Anyone who diverts the natural flow of surface waters from his own land to that of the adjoining owner is answerable in damages. Furthermore, the City of Norman's design criteria govern the allowance of a fee in lieu of detention. According to Section 5011.1(e) of the design criteria, a fee in lieu of detention may only be allowed if a development is located in the upper portion of the drainage basin, the size of the development is small, and the developer's engineer states in writing that there will be no adverse impacts downstream. The staff report's reasoning for permitting the developer to pay a fee in lieu of detention is totally contradictory to the City's requirements and Oklahoma law. To go through it very quickly, I believe the statement contained in the report is: "Based on the property located in the lower basin and adjacent to the Canadian River, staff recommends fee in lieu of detention with any final plat. Stormwater will be conveyed to the south ..." So let's break that down. Based on the property located in the lower basin – well, we've heard to qualify for a fee in lieu of detention, property must be located in the upper portion of the drainage basin. The staff report mentions that the property is in the lower basin and I believe Mr. Rieger even made a comment to that effect. The report also says that it's adjacent to the Canadian River. It's not adjacent to the Canadian River. My client's property is adjacent to the Canadian River, and any water that's flowing off of that is going through my clients' property – is being dumped on my clients' property. Then "the stormwater will be conveyed to the south" – the statement essentially admits that the developer's fee in lieu request is premised upon the developer's belief that the Potts' property is a convenient, hassle-free dumping ground for its surface water and trash. Furthermore, to qualify for a fee in lieu of detention, the size of the development must be small. This is not a small development. Norman's Stormwater Master Plan references very small developments less than an acre in size or some other size. The Eagle Cliff West addition, though is 147 lots over 41 acres. Lastly, to qualify for a fee in lieu of detention, the developer's engineer states in writing that there will be no adverse impact downstream. We haven't seen any sort of statement from any sort of engineer, and it's unlikely one can exist without the proper studies and water mitigation studies and hydrological studies; if those exist, we'd like to be provided with copies of those. If the statement exists, we'd also like to be provided with a copy of those. The City Engineer just said the development increased flooding on our land and adversely impacted our land, so this is impossible. In conclusion, in an attempt to address the increased flow of surface water onto their properties that has occurred over the last nine years, and to ensure the problem would not be further exasperated by the applicant's most recent round of development, the Pottses attended the Pre-Development meeting to express their concerns, namely to state that the development's current plan to only add three detention ponds, when there have not been any built into the development in the previous nine years, was wholly inadequate. What did the developer and City do in response? On the latest

preliminary plat they completely removed all the detention ponds and added additional lots instead. The developer is now seeking a fee in lieu of detention which is expressly premised upon dumping its surface water and storm water runoff onto the Potts' property. Water that would otherwise be soaked into the ground is instead being shot down onto my clients' property. The developer's decision to do so is a blatant violation of Oklahoma law, a blatant violation of the City's own ordinances and requirements for a fee in lieu of detention, and lastly is a blatant violation of the Potts' rights as landowners. We would ask that you recommend denial of the applicant's request to approve the preliminary plat. Doing so will protect the Potts' land from further damage and save the developer, possibly the engineer and the Potts' from the time and expense of what would be lengthy and protracted litigation. Thank you.

3. Alex Hatton, 505 Talon Drive (via video) – I just wanted to briefly give a perspective from someone who lives here in the neighborhood just adjacent to this proposed development. The first thing I noticed was that there are no new entrances or exits planned for the western portion, and that will effectively triple the traffic on our street. It's really going to change the character of the neighborhood – it really will. And it's a concern. Also, the fee in lieu on the parks may be easier for the City, but it's not necessarily easier for those of us who live here and it would be nice to have some green space, and I noticed in the plan that the only green space in this new development is underneath the power lines. It would be nice if there was a park closer by, instead of just putting money in the coffers of another program. That's all I wanted to say. Thanks.

4. Kevin Potts, 3620 Barwick Drive – I'm one of the property owners down south. I'm third generation that's been blessed with this land. My grandpa started it, bought it back in the 1960s. My dad – it passed on to him and my uncle Andrew John Potts. Right now I'm third generation. We've got the fourth and fifth generation in place. We've got a history of about 60 years of working this property, actually developing it into a pretty reasonable hay operation. Farming is hard. You've only got a little bit of time to get things done. You've got really tight windows to put up your hay. But more than anything, we just enjoy the scenery. Mike Eilts, that lives up there on Cobblestone – he's just right close to our northeast entrance. He's been walking it. My dad knew him – I didn't know him until recently. He's been walking the property in that area on the east side since 2005 and he's increasingly seen storm water and the flood water sitting on our land. Right now at present we've got about 40 acres of tall fescue that was ready to cut about three weeks ago, and it's just sitting in water. It's losing its value. That 40 acres would produce about 200 bales – 1,000 pound bales, valued at about $8,000. So we can't do nothing. That storm water sitting on us – it's costing us. It's having an adverse impact on just our farming operation. We use that money to maintain the land. We use that money to clean out Bishop Creek on our own expense, even though it wasn't something we caused. We understand that water is flowing through the place and we work with it the best we can, and we've done that for three generations. Eagle Cliff South has moved on south, and Cobblestone also. We're seeing more and more water sitting on this hay farm, basically. It's actually right now – that 40 acres I'm talking about – I don't know if you see this right here – I guess you can – that's up there directly south of Section 7. We can't get in and do what we're supposed to. It's very, very disappointing and it's having an adverse impact on us economically, part of producing that hay.

5. Charles Kuster, 4300 Condor Drive (via video) – I just want to start by thanking everybody on the Commission and appreciate all that you guys do. Our concerns are just two quick ones. One is I'm concerned about future residents in this proposed development, as well as City infrastructure being placed in a more vulnerable area by building closer to and even within the floodplain. I say within the floodplain because the floodplain map as it's been shown is the 100-year floodplain, which I think is a little bit risky because we're both meteorologists and you look at climate science and we see that the extreme rainfall events are increasing in their frequency and in their attitude. So it's likely that the 500-year floodplain might be the more accurate and

resilient and safe thing to look at in terms of future development. So I'm worried about flooding for these residents who are going to be by this area, and probably not told that they're moving into a floodplain, as well as the City infrastructure that's over there. The other thing is safety, and I think Mr. Hatton kind of talked about this. We don't have a secondary exit out of this neighborhood. It's been mentioned that this area has just sort of been growing over time slowly, and now I would be concerned in the event – hopefully it never happens – some kind of evacuation was needed for our area – maybe a wildfire – that we all have to funnel out of narrow streets like Talon Drive and everyone in this neighborhood funnels out through the 12th Avenue and Cedar Lane intersection. So I'm a little concerned about safety, especially as we continue to grow this neighborhood. That's definitely a concern and I definitely would want to see another exit point out of here if this were to be approved. Once again, thank you all for your consideration and time.

6. John Carr, 1030 Biloxi Drive – First point I want to make is something that he said about OU. OU's rule breaking doesn't entitle the developer to do the same – ever. The river does not run through this part. Bishop Creek flows through it and goes 2.2 miles before it hits the Canadian River. Its outfall is quite a ways away. In the meantime, it does collect additional water. The river itself – the channel – is about 1.4 miles as the crow flies from this development to the actual riverbank. Then between there has been dry land, for the most part except for just the area around Bishop Creek during flood stage, for the last 50-75 years. Occasionally the river will come up over that. It is in the flood management area, but it's unusual. So the idea that you're going to be wading around in the water all the time is just not anywhere near the truth. May I remind everybody that when we're talking about flood waters and we're talking about detention that we're really talking about the Clean Water Act, and that water quality is the primary reason for the Clean Water Act, and that's where detention comes in. So the detention does not increase or decrease the total volume of water that comes into this area; it slows its rate. That rate is related to erosion and erosive forces. As we saw in the presentation, there's a lot of that going on here that hasn't been touched. What the law requires – and I'm a civil engineer, and I've been doing this 25 years – is that their flow rate – not the amount of water, but the rate – has to match the undeveloped rate as it comes across their boundary into this property, and that by no means has happened. So the removal of all of the detention basins is in direct violation to the Clean Water Act. There's just really no way around it. For the City Engineer to say that in any other way – I don't know how you get away with that. As far as erosion, the alluvial sand and clay that's in this area – it just moves really easy – a little bit of water, it's gone. That's why you're seeing all these little canyons forming, because it's a lot of topographic change, a lot of high-velocity water. It's got to be slowed down, and that slow down is where the detention basins come in. Now when you guys decide to pass a fee for it, in my opinion you also take on the liability. Because if you say I'm going to take a fee, which means that says you're going to take the risk. Well, the downstream property owners always take the risk. Does that mean that you're going to reimburse the downstream property owners? After all, you got paid for it, they didn't, and they are one of the last remaining family farms in Norman – not the oldest, because some of the oldest are all gone. Also, the City of Norman uses this land – you may not be aware of that. They land farm on this land.

7. Sonja Potts, 3620 Barwick Drive – I'm part of the Potts Family, obviously. I've heard this land described as undeveloped land and in a floodplain, but I just want you all to know that this is our family's land. This is not a wasteland down there. There's a farming operation going on. We take our grandchildren down there. We see kids down there sitting down on the road on Jenkins studying and having picnics. Bird watchers go down there all the time and walk the land. There's all kinds of wildlife down there. We have tons of deer. We have wild turkeys. We have raccoons, bobcats, all kinds of birds you can't even imagine, and it just goes on and on. It's our land and that's what I want you all to keep in mind, is that we have a huge developer, as in Shaz, and they're trying to push this development through to our detriment, but we're people and we have families, we have grandchildren. I want to show you a picture – you should have it

in all your protest letters – you should have lots of pictures of Bishop Creek and the way it's stopped up and things like that, and the stuff that comes out in the middle of the fields that washes out – Christmas trees, flip-flops, just anything you can imagine, trash cans, floaties, basketballs, soccer balls – we get lots of those. That all ends up out in our fields. We pick that up. We physically go out and we ride around and we pick it up, because you can't do a hay operation over that. This is an instance – and I hope you can see this – this is a stoppage in Bishop Creek. This is one. There are numerous. This stuff is not coming from our land; it's coming from the City of Norman, it's washing down Bishop Creek. All the time we find huge trees that have been cut off – we haven't cut them off, but they're there. The other thing is the hay operation. As far as the economic impact, for the last three years the hay operation – they sold over $100,000 in hay sales. So the continuation of this – there is a huge economic impact on our family. I just want you all just to remember that we're people – we're real people, just like you are, and if this were your land, you would probably be fighting like we are. Thank you all for listening.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Ms. Williford – I have several thoughts. First, I would like to say that Mrs. Potts was kind enough to invite me to go take a tour of their farm property, and she showed me around Eagle Cliff – several areas – today. I would like to say that everything you have seen in the photographs and that has been described to you is accurate. There is a lot of trash in the Eagle Cliff neighborhood, particularly in what they call the road to nowhere. At the end of it there was a television, vacuum cleaners, kitty litter boxes – it is absolutely filled with trash. I would be frankly disgusted if it was my neighborhood and I lived there. The Potts Family farm is a gorgeous piece of land and, in my opinion – well, I will be voting against this proposal. The Potts Family farm is gorgeous and, in my opinion, it should be protected. There are not very many properties like this left in Norman. There is value in undeveloped land. Their hay has value. It's personal property. Taking the tour out there, I just kept thinking in my head this is what people think of when they think of what Oklahoma looks like – it's gorgeous. It is really disappointing that everything is draining off into their property. The picture that Mrs. Potts showed you is one of many piles of debris. There is one pile of debris that if I was standing there and my husband stood on my shoulders it would still be taller than both of us. It's just going to fill up and overflow and cause even more flooding. Yes, it is in the floodway. But that doesn't mean that we should vote to let it get worse. We have to protect everyone, not just developers. The City is made up of developers, of single individuals, of farms, of single family homes, and commercial properties and we all have to work together to make it all work together. I just hope that everyone will keep that in mind.

2. Mr. Jablonski – I'd like to piggyback off of what I'm hearing. I agree, we've got a problem with the way that the developed part of the city is interfacing with the natural part of the city. We don't need to erase that natural part of the city; it's important. I think it's important for people to be connected to nature. I think it's important to hear birds and to see wildlife. A lot of the new development I've seen in town, when it bumps up against the natural world, it's slash and burn. We saw this in my neighborhood when they started to fill out the development on the area that hadn't been developed. They didn't work with the existing natural world; they literally cut down every tree. I had no idea that you could see OU's campus from my neighborhood until they cut down all the trees. And I thought, oh my God, what am I seeing? I had no idea. I think this is a bad way to develop; I don't think it's good for the city. And looping back around to the storm water issue, if that's 100-year floodplain, why are we seeing pools of water? There's something not right here, and I think we need to slow down and hit the brakes on this.

3. Mr. Boeck – I'll just add to that. I think I've seen more developments than that where it wasn't considered whose back yard was where and how high the street was compared to the back yards and the kind of slopes that some back yards have. You drive up 24th Street East and

you can look down in those neighborhoods that have been developed – and I don't know who the developers are. But I wouldn't want to live in a house that's 20' below the street, or 10' below the street. And looking at the topographic maps that we saw for the back yards of some of those houses – yeah, it's got to stop someplace. Detention is important. Runoff is important. Erosion is important. I really don't see anything about this development that's going to protect any of that.

4. Ms. Zink – I wanted to echo the concerns about the floodplain that everyone has been sharing, but also to mention that the question of access with just one entrance and exit that Mr. Hatton shared is a real concern as well and the amount of impact that would have on traffic if the development is built the way it's projected to be built is a concern to me as well.

Dave Boeck moved to recommend adoption of Resolution No. R-2021-115, Ordinance No. O-2021-44, and PP-2021-11, the Preliminary Plat for EAGLE CLIFF WEST ADDITION, 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	None
NAYES	Sandy Bahan, Lark Zink, Dave Boeck, Michael Jablonski, Erin Williford, Steven McDaniel, Erica Bird
MEMBERS ABSENT	Nouman Jan, Mark Daniels

Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-2021-115, Ordinance No. O-2021-44, and PP-2021-11 to City Council, failed by a vote of 0-7.

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File Attachments for Item:

27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-17 A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SHAZ INVESTMENT GROUP, LLC AUTHORIZING COLLECTION OF A MONTHLY LIFT STATION FEE FROM DEVELOPED LOTS IN THE EAGLE CLIFF WEST DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE EAGLE CLIFF LIFT STATION.

Item 25

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/14/2021

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-17 A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SHAZ INVESTMENT GROUP, LLC AUTHORIZING COLLECTION OF A MONTHLY LIFT STATION FEE FROM DEVELOPED LOTS IN THE EAGLE CLIFF WEST DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE EAGLE CLIFF LIFT STATION.

BACKGROUND:

In 2003, the general policy was modified to allow installation of new lift stations if long-term operation, maintenance and capital equipment replacement costs (OM&R) were borne by the users of the new lift station (LS). An administrative Lift Station Fee collected through utility billing and applicable to each lot or customer in the new development was implemented through a contractual agreement.

To date, the Norman Utilities Authority (NUA) has approved eleven lift station agreements as follows:

1. Summit Lakes Addition (K-0304-51 approved 8/26/2003);
2. Summit Valley Addition (K-0304-57 approved 10/14/2003);
3. Eagle Cliff South Addition (K-0304-58 approved 10/14/2003);
4. Cobblestone West Addition (K-0405-119 approved 02/22/2005);
5. Alameda Park Addition (K-0506-30 approved 07/12/2005);
6. Red Rock Canyon Addition and Park Hill Addition (K-0506-139 approved 05/09/2006);
7. Siena Springs Addition (K-0607-70 approved 10/10/2006);
8. Links at Norman PUD (K-0809-115 approved 04/14/2009);
9. Stone Lake Addition (K-1415-130 approved 04/28/2015);
10. The Barn at Terra Verde (K-1819-59 approved 09/25/2018);
11. Eagle Cliff South Section 7 Addition (K-1920-48 approved 9/24/2019);
12. Turtle Crossing (K-1920-111 approved 3/24/2020);
13. Varenna Landing (K-2021-40 approved 8/25/2020); and
14. NRH Medical Park West Section 2 Replat (K-2021-88 approved 4/13/2021).

DISCUSSION:

On May 13, 2021, the Planning Commission considered the preliminary plat for the Eagle Cliff West development contingent upon the provision of a sewer solution for the parcel. In this case, a gravity sewer discharging to the south and east into the existing Eagle Cliff LS was proposed. As noted in items 3 and 4 above, a LS fee is collected for the Eagle Cliff LS serving portions of Sections 2 through 7 of Eagle Cliff South and Section 2 of Cobblestone Creek Addition.

A lift station agreement must be approved by the developer of Eagle Cliff West requiring them to fund a portion of the ongoing operation, maintenance and replacement costs (OM&R) of the existing lift station. The residents currently served by the Eagle Cliff LS will see their LS fee reduced as the lift station annual costs will be equally distributed between 399 homes rather than 259 homes. The revised service area of the Eagle Cliff LS is shown on the attached map.

The developer of Eagle Cliff West, SHAZ Investment Group, LLC, is willing to implement the Lift Station OM&R fee. If acceptable to Council, these costs would be recovered through proposed Contract K-2122-17. The monthly LS fee for the Eagle Cliff LS is currently $3.58 per household but would be reduced to $2.41 once the Eagle Cliff West final plat is filed. The proposed contract provides the following:

1) The LS OM&R fee (the Lift Station Fee) would be filed of record as a restrictive covenant with the final plat of Eagle Cliff West as well as any other new areas that ultimately obtain sewer service from the Eagle Cliff LS.
2) The LS Fee will be adjusted annually to account for inflation and may otherwise be adjusted if changes to the LS service area necessitate an adjustment.
3) In the event a LS is taken out of service and its wastewater flows by gravity to a wastewater treatment facility site, the LS Fee would be discontinued.
4) The LS Fee will be calculated for each dwelling unit as well as a per capita basis to accommodate other zoning classifications such as commercial, institutional, industrial, etc.
5) The LS Fee will be collected monthly from each dwelling unit or non-residential entity contributing flow to the LS through the City's Utility billing system.

The calculations for this fee are shown as Exhibit A to the contract while Exhibit B illustrates the area to be served by the Eagle Cliff LS.

RECOMMENDATION:

Staff recommends approval of Contract K-2122-17 between the Norman Utilities Authority and Shaz Investment Group, LLC implementing the Eagle Cliff Lift Station Fee for the Eagle Cliff West development to the City of Norman.

LIFT STATION AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of July 2021, by and between the Norman Utilities Authority (hereinafter referred to as the "Authority") and SHAZ Investment Group, an Oklahoma limited liability company (hereinafter referred to as the "Developer").

1. WHEREAS, the Developer applying for the approval of developing and subdividing their property, which would otherwise be served by septic tanks or sewage lagoons maintained privately, and desires that their property be served by a lift station which would pump wastewater into the Authority's wastewater system; and

2. WHEREAS, this alternative, if approved by the Authority would require additional operation, maintenance, and replacement costs which are unique to the particular subdivision being served; and

3. WHEREAS, the Developer of the proposed Eagle Cliff West subdivision requests that the subdivision be provided wastewater service through the existing Eagle Cliff South Lift Station pumping into the Authority's wastewater system; and

4. WHEREAS, the Developer requests that this alternative be approved as part of the platting process and that an administrative lift station fee be established for each lot in the Eagle Cliff West subdivision to provide for the operation, maintenance, and replacement of said lift station serving said subdivision; and

4. WHEREAS, the existing Eagle Cliff South Lift Station was constructed and placed into service in 2006 and is subject to a lift station fee pursuant to Contract K-0304-57 which requires that the lift station fee be established for all lots connecting to the lift station; and

5. WHEREAS, connecting to the existing Eagle Cliff South Lift Station and the servicing of Eagle Cliff West subdivision by the lift station will be of great advantage to the property owners within the subdivision by reducing their costs for the installation, operation and maintenance of septic systems or privately maintained sewage lagoons.

BE IT THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO:

6. THAT the parties do establish an operation, maintenance, and replacement monthly lift station fee for the Eagle Cliff West subdivision whose sanitary sewage will flow to the existing Eagle Cliff South Lift Station for the purpose of pumping wastewater into the City's wastewater system and that said monthly fee be billed each lot in all subdivisions served by the lift station by the City of Norman through the utility billing process. Said provisions shall be included in the restrictive covenants covering said subdivisions.

7. THAT the procedure for establishing said operation, maintenance, and replacement fee for each individual subdivision shall be as follows:

(a) The Developer shall cause a professional engineer registered in Oklahoma to prepare an Engineering Report detailing the proposed additional wastewater loading from Eagle Cliff West subdivision along with any modifications required for the existing lift station, and submit said report to the Authority together with the preliminary plat. Prior to Council

consideration of the preliminary plat, the Utilities Engineer or his authorized representative, shall estimate the annual administrative fee (the Lift Station Fee) necessary to provide for the proper operation, maintenance and replacement (OM&R) of the Eagle Cliff South Lift Station, force main and associated appurtenances.

(b) The Authority shall levy the Lift Station Fee upon all lots within the Eagle Cliff South Lift Station service area and this determination shall be made a condition of Council's preliminary plat approval.

(c) Prior to Council consideration of any final plat utilizing the Eagle Cliff South Lift Station and force main, the Utilities Engineer or his authorized representative, shall update and adjust the Lift Station Fee as required by the amended lift station service area. The adjusted Lift Station Fee shall be filed of record as a restrictive covenant with said final plat all future final plats within the lift station service area.

(d) The Lift Station Fee will be adjusted annually to account for inflation based on the rate of change in the United States Department of Labor's Consumer Price Index for All Urban Consumers for the month most recently published, as compared to the same month in the previous year, and may otherwise be adjusted if the Authority determines that changes to the lift station's service area boundaries necessitate said adjustment.

(e) In the event a new lift station enlarges the service area of the existing Eagle Cliff South Lift Station and replaces said lift station, the Lift Station Fee applicable to all existing final plats may not increase as a result of new calculation. However, the Lift Station Fee applicable to all existing final plats (if any) may decrease to the amount of new Lift Station Fee calculation.

(f) In the event the lift station is taken out of service and its wastewater subsequently flows by gravity to the wastewater treatment facility site, any applicable Lift Station Fee shall be discontinued upon filing of a notice by the Authority.

(g) The Lift Station Fee shall be made a part of the City of Norman Utility bill for collection monthly and accounted for in the Wastewater Fund.

(h) The estimated Lift Station Fee has been calculated and is attached hereto as Exhibit "A" and made a part hereof.

(i) The proposed Eagle Cliff West subdivision enlarging the Eagle Cliff South Lift Station service area is shown on Exhibit "B" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Authority and Developer have executed this Agreement.

Norman Utilities Authority
201 West Gray
Norman, OK 73069

ATTEST:

By: _____ _____
Breea Clark, Chairperson Secretary

APPROVED as to form and legality this _____ day of _____, 2019

_____
Authority Attorney

SHAZ Investment Group
2252 North Broadway Street
Moore, OK 73106

By: _____
Hossein Farzaneh, Developer of Eagle Cliff West

Subscribed and sworn to before me this 23rd day of July, ~~2019~~ 2021

Novella Joan Dewees
Notary Public

My Commission Expires:

June 3, 2025

NOVELLA JOAN DEWEES NOTARY PUBLIC Commission # 21007470 My Commission Expires 06-03-2025 STATE OF OKLAHOMA

Exhibit A
Lift Station Operation, Maintenance Replacement Cost Estimate
Eagle Cliff West
Eagle Cliff South Sections 2 through 7 and
Cobblestone West Section 2

The Engineering Report provided by the developer provided information to allow calculation the approximate cost to operate, maintain and replace capital equipment for the life of the proposed lift station.

Proposed Lift Station Sewer Service Area: The table below includes the expected number of residential units as well as the number of acres of commercial, institutional and industrial. Based on this data, the estimated population equivalent to be served by the lift station is calculated. The estimated average daily wastewater flow (ADF) in gallons per day (GPD) and peak hourly flow in GPD then calculated utilizing standards for per capita ADF acceptable to the City of Norman.

	Eagle Cliff 2 to 6 Lots	Cobblestone Lots	Eagle Cliff 7 Lots	Eagle Cliff West Lots		Total
	200	21	38	140		
Population Equivalent Per Category	2.55	2.55	2.55	2.55		
Estimated Population	510	54	97	357		1,017
Per Capita average daily wastewater flow (ADF)	125	125	125	125		
Estimated ADF in gallons per day	63,750	6,694	12,113	44,625		127,181
Peaking Factor	4.0					

The Engineering Report provided by the developer provided drawings showing the location of the proposed lift station and force main allow the pumping head to be determined.

HP = ((GPM) x (TDH)) / ((3960) x (0.50)) where pump efficiency is assumed to be 50% (unless otherwise approved). Check if pump of estimated GPM and TDH is available; adjust HP as required.

	GPM	TDH	Efficiency	HP		
	200	58.5	46%	4.00		

Estimate average annual electrical cost

1. Pump time (hours per day) = ((ADF in GPD) x 24) / (1440 x (Pump Capacity in GPM))

	ADF	Pumping Capacity	Pumping Hours/day			
	127,181	200	10.60			

2. kilowatt-hours (kWh) = (HP) x 0.746 x (pump time in hours per day) x 365

	HP	Pumping Hours/Day	Kwh Per Day	Kwh Per Year		
	4.00	10.60	31.63	11,543		

3. Annual Electrical Cost = kWh per year x $0.08 kWh

	Kwh Per Year	Cost per Kwh	Cost per Year			
	11,543	0.08	$923.47			

Estimate annual lift station and force main OM&R cost. Provide approximate cost for lift station and appurtenances. Include wetwell, pumps, discharge piping and valves, electrical controls, flow metering, force main quick-connect coupling, valve vault, fittings and valves, fencing, all weather access road, force main, air release valves and vaults, etc. Assume annual replacement cost is 5% of original construction cost.

Annual OM&R Cost = 0.05 x Capital Cost

	Lift Station Cost	Force Main Length	Force Main Per Foot	Force Main Cost	Total Cost	Annual Cost
Note: Actual costs from 03/11/05 bid inserted	$118,722.00	2,000	$17.10	$34,200	$152,922	$7,646

Calculate Total Monthly OM&R Cost: Monthly OM&R Cost = (Annual Electrical Cost + Annual OM&R Cost) / 12

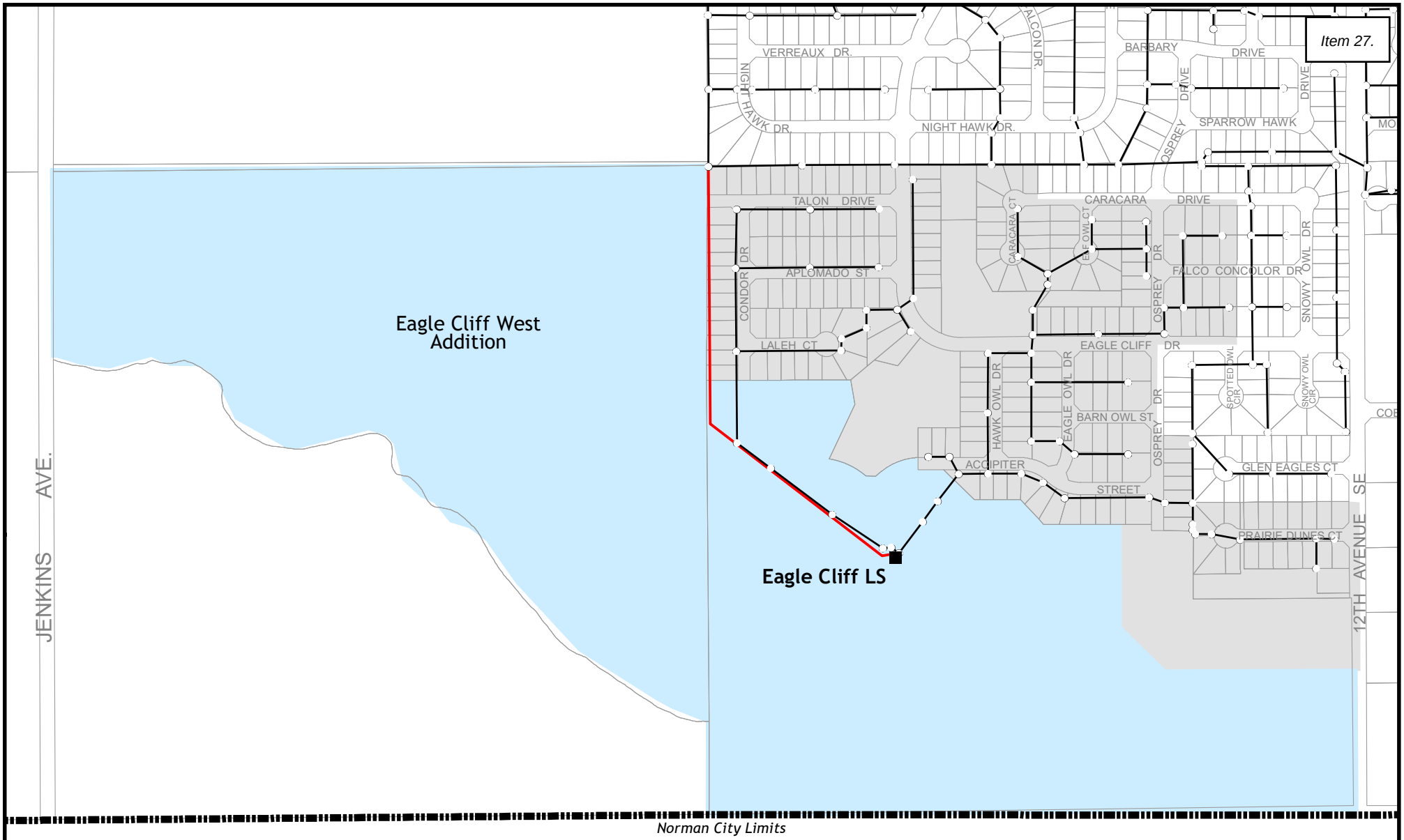
	Electrical Cost	OM&R Cost	Total Annual Cost	Total Monthly Cost		
	$923.47	$7,646.10	$8,569.57	$714.13		

Calculate Lift Station Fee: The fee will be calculated on a residential lot basis as well as a per capita basis to accommodate other zoning classifications such as commercial, institutional, industrial, etc.

Monthly Per Capita Fee = ((Monthly OM&R Cost) x Per Capita ADF) / ((ADF) x 30.417 days per month))

Monthly Residential Fee = where the average number of persons per household is 2.55 as per 2010 Census.

	Total Annual Monthly Cost	Monthly Cost Per Person	Monthly Cost Per Household			
	$714.13	$0.70	$1.79			
CPI Inflation 2006 to May 2021 (269.195/199.8=34.73%	$962.15	$0.95	$2.41			



Eagle Cliff - Updated Lift Station Service 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.

0 500 1,000 Feet

July 2, 2021

N W E S

- Eagle Cliff Lift Station
- SS Gravity Main
- Eagle Cliff Force Main
- Existing Eagle Cliff LS Area
- Eagle Cliff West Addition
- Parcel Boundary
- City Boundary