



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, August 10, 2021 at 6:30 PM

AGENDA

City Council, Norman Utilities Authority, Norman Municipal Authority, And Norman Tax Increment Finance Authority

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

CALL TO ORDER

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 1 through Item 17 be placed on the consent docket.

APPROVAL OF MINUTES

1. CITY COUNCIL SPECIAL SESSION MINUTES OF NOVEMBER 17, 2020

CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 22, 2021
CITY COUNCIL MINUTES OF JULY 27, 2021
NORMAN UTILITIES AUTHORITY MINUTES OF JULY 27, 2021
NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 27, 2021
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 27, 2021

First Reading Ordinance

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-2 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR 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.)

Appointments

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

ADA CITIZENS ADVISORY COMMITTEE

TERM: 08-10-21 TO 05-28-23: MARY PHARISS, WARD 1
TERM: 08-10-21 TO 05-28-23: MADISON PIERCE, WARD 2

BOARD OF ADJUSTMENT

TERM: 08-10-21 TO 12-22-21: PATRICK SCHRANK, WARD 6
TERM: 08-10-21 TO 12-22-22: JAMES HOWARD, WARD 3

GREENBELT COMMISSION

TERM: 08-10-21 TO 07-13-22: BRYAN BLOOM, WARD 4
TERM: 07-13-21 TO 07-13-24: GEORGE DOTSON, WARD 5
TERM: 07-13-21 TO 07-13-24: RACHEL SWANSON, WARD 8

BOARD OF PARKS COMMISSIONERS

TERM: 08-10-21 TO 01-01-23: BILLY DAVISON, WARD 5

PUBLIC ART BOARD

TERM: 06-30-21 TO 06-30-24: AMY JOHNSON, WARD 4

PUBLIC SAFETY OVERSIGHT COMMITTEE

TERM: 08-10-21 TO 02-10-22: KYLE HURLEY, AT-LARGE

Reports/Communications

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

Acceptance of Funds

5. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A NOTICE OF INTENT TO APPLY FOR EMERGENCY SOLUTIONS GRANT CORONA RELIEF 2 FUNDING IN THE AMOUNT OF \$400,000 FROM THE OKLAHOMA DEPARTMENT OF COMMERCE FOR THE OPERATION OF THE CITY OF NORMAN EMERGENCY SHELTER.

Easement

6. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2021-11: FOR LOT 3, BLOCK 1, SMOKING OAK 2 ADDITION, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (1715 SMOKING OAK DRIVE)

Certificate of Plat Correction

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-1718-2 FOR BYRD ACRES, A VARIANCE IN THE PRIVATE ROAD REQUIREMENTS FOR TRACTS ONE AND TWO FROM 20-FEET TO 12-FEET, AND EASEMENTS E-2122-5, E-2122-6, AND E-2122-14. (LOCATED NORTH OF CEDAR LANE ROAD ON THE EAST SIDE OF 48TH AVENUE S.E.)
8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2021-15 FOR JOHN DALTON RIDGE AND EASEMENTS E-2122-10, E-2122-11 AND E-2021-12. (LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF POST OAK ROAD AND 60TH AVENUE S.E.)
9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2021-16 FOR IMHOFF ACRES WITH A VARIANCE IN THE MINIMUM ACREAGE REQUIREMENT FOR TRACT 1 AND 2 FROM 10 ACRES TO 9.752 ACRES AND EASEMENT E-2122-7.
10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-1 FOR COTTONWOOD FLATS WITH A VARIANCE IN THE PRIVATE ROAD WIDTH FROM 20 FEET TO 12 FEET SERVING TWO TRACTS; VARIANCE IN THE MINIMUM ACREAGE REQUIREMENT FOR TRACT 1 FROM 10 ACRES TO 9.963 ACRES AND TRACT 2 FROM 10 ACRES TO 9.968 ACRES; AND A VARIANCE IN THE FRONT BUILDING SETBACK WIDTH FOR TRACT 1 FROM 330 FEET TO 328.15 FEET AND EASEMENTS E-2122-8 AND E2122-9. (GENERALLY LOCATED ONE-HALF MILE WEST OF 24TH AVENUE N.E. ON THE NORTH SIDE OF TECUMSEH ROAD)

Contracts

11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. 1 TO CONTRACT K-1920-111 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 TURTLE CROSSING DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE SUMMIT VALLEY LIFT STATION.
12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. 7 CONTRACT K-1415-34: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., EXTENDING ENGINEERING, MAINTENANCE, REPAIR, INSTALLATION AND REPORTING SERVICES ASSOCIATED WITH PERMANENT WASTEWATER FLOW METERING EQUIPMENT AT EIGHTEEN (18) LOCATIONS THROUGHOUT NORMAN THROUGH AUGUST 31, 2022.
13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-41 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND W.E.B. CONSTRUCTION, INC., FOR THE 36TH AVENUE N.W. PHASE 1 WATER LINE RELOCATION PROJECT LOCATED BETWEEN TECUMSEH ROAD AND FRANKLIN ROAD, FINAL ACCEPTANCE OF THE PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$16,494.09.
14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2122-35: A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN REGIONAL HOSPITAL AUTHORITY FOR THE DEVELOPMENT OF THE PORTER HEALTH VILLAGE AND CONVEYANCE OF PROPERTY.

Resolutions

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-25: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY TRANSFERRING \$3,265,232 FROM THE JAMES GARNER PHASE 1 PROJECT TO BE USED FOR THE JAMES GARNER PHASE II PROJECT.
16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-26: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN ACCEPTING THE AWARD OF \$679,700 THROUGH THE FEDERAL TRANSIT ADMINISTRATION'S FISCAL YEAR 2021 LOW- OR NO-EMISSION VEHICLE PROGRAM AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE AN APPLICATION ON BEHALF OF THE CITY OF NORMAN WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION TO FORMALLY PROGRAM THE PROJECT AWARD.

Authorization for Purchase

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN AUTHORIZATION TO PURCHASE ONE (1) 35-FOOT ELECTRIC TRANSIT BUS FROM GILLIG IN THE AMOUNT OF \$914,242 UTILIZING THE COMMONWEALTH OF VIRGINIA CONTRACT NUMBER E194-81688.

NON-CONSENT ITEMS

18. PUBLIC HEARING REGARDING ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$26,226 TO THE CITY OF NORMAN AND CLEVELAND COUNTY FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE (DOJ/BJA) THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM WITH NORMAN'S PORTION OF \$23,603 TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR PURCHASING A FARO 3D CRIMES SCENE SCANNER, APPROVAL OF CONTRACT K-2122-30, AND BUDGET APPROPRIATION FROM THE GRANT REVENUE ACCOUNT AS OUTLINED IN THE STAFF REPORT.
19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR THE UPLANDS ADDITION. (GENERALLY LOCATED AT THE NORTHWEST CORNER OF 36TH AVENUE N.W. AND WEST INDIAN HILLS ROAD)
20. 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.)
21. 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.)

22. 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.

23. 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.

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2122-11 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 8-504 OF THE CITY CODE TO ADD AN EXEMPTION FROM THE TRANSIENT GUEST ROOM TAX ORDINANCE FOR TRIBAL NATIONS AND CLARIFYING THAT EXEMPTIONS SHOULD ONLY BE GRANTED IF EXEMPTED ENTITY IS PAYING FOR THE GUEST ROOM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

1. CITY COUNCIL SPECIAL SESSION MINUTES OF NOVEMBER 17, 2020

CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 22, 2021

CITY COUNCIL MINUTES OF JULY 27, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF JULY 27, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 27, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 27, 2021



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: MM/DD/YYYY

REQUESTER: Name

PRESENTER: Name, Title

ITEM TITLE: CITY COUNCIL SPECIAL SESSION MINUTES OF NOVEMBER 17, 2020
CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 22, 2021
CITY COUNCIL MINUTES OF JULY 27, 2021
NORMAN UTILITIES AUTHORITY MINUTES OF JULY 27, 2021
NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 27, 2021
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF
JULY 27, 2021

CITY COUNCIL SPECIAL SESSION MINUTES

June 22, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session at 5:00 p.m. in the City Council Chambers on the 22nd day of June, 2021, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Foreman, Hall,
Holman, Nash, Peacock, Petrone,
Schueler, Studley, Mayor Clark

ABSENT: None

DISCUSSION REGARDING AN ADVANCED METERING INFRASTRUCTURE ASSESSMENT FOR THE UTILITIES DEPARTMENT.

The City of Norman/Norman Utilities Authority water system includes approximately 41,000 water meters that measure water usage for water and sewer billing purposes. The majority of the meters (approximately 39,000) are manually read monthly by meter readers (physically remove the meter lid and read the current usage on the register) and 2,000 meters are read using automated meter reading (AMR) (remote sensor used to collect data while driving by in a truck or walking by without removing the meter lid). As the number of water meters increase, staffing levels would also increase to ensure that meters are read timely and accurately. Insufficient staffing levels can result in missed or inaccurate reads that impact customer service and billing revenues. Additionally, the majority of the water meters in Norman have aged past their expected useful life and warrant replacement.

Mr. Nathan Madenwald, Utilities Engineer, provided an overview of the Advanced Metering Infrastructure Assessment (AMI) and said the current state of water meter technology is such that AMI has become more common place and is being implemented by more municipal utilities. With AMI, meters would be read remotely using cellular infrastructure on water towers (or additional towers if necessary) multiple times per day. He said AMI allows two-way communication between the customer's meter (water) and the utility and provides near real-time information about water usage.

Some of the benefits that will be realized include meter reads would occur regularly ensuring more accurate billing; customer service will improve since usage data will be more available to the customer and leak or usage alerts could be configured to notify the customer in a timely manner; aged meters will be replaced with new, more accurate meters; fewer bills will be estimated; and Staff would no longer be required to manually read each meter and could be used for other work efforts.

Mr. Chris Mattingly, Director of Utilities, said staff is anxious to get this project underway and believes it to be a huge benefit to the utility. He said once the business model is complete; Staff will bring that report back to Council for next steps.

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Item 2, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 § 307(B)(1) IN ORDER TO EVALUATE THE CITY MANAGER AS REQUIRED BY SECTION 5 OF CONTRACT K-1819-146.

Councilmember Foreman moved that the Special Session be adjourned out of and an Executive Session be convened into in order to evaluate the City Manager as required by Section 5 of Contract K-1819-146, which motion was duly seconded by Councilmember Holman; and the question being upon adjourning out of the Special Session and convening into an Executive Session in order to evaluate the City Manager as required by Section 5 of Contract K-1819-146, a vote was taken with the following result:

Item 2, continued:

YEAS: Councilmembers Foreman, Hall,
Holman, Nash, Peacock, Petrone,
Schueler, Studley, 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 evaluate the City Manager as required by Section 5 of Contract K-1819-146.

The City Council convened into Executive Session at 5:40 p.m. Mr. Darrel Pyle, City Manager, was in attendance at the Executive Session.

Thereupon, Councilmember Hall moved that the Special Session be reconvened, which motion was duly seconded by Councilmember Peacock; 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,
Schueler, Studley, Mayor Clark

NAYES: None

The Mayor declared the motion carried and the Special Session reconvened.

The Mayor said an Executive Session was held to evaluate the City Manager as required by Section 5 of Contract K-1819-146. No action was taken and no votes were cast.

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ADJOURNMENT

The Mayor adjourned the meeting at 6:35 p.m.

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ATTEST:

City Clerk

Mayor

CITY COUNCIL SPECIAL SESSION MINUTES

November 17, 2020

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a virtual Special Session at 5:30 p.m. hosted in the Municipal Building Council Chambers on the 17th day of November, 2020, And notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Bierman, Carter, Foreman, Hall, Holman, Petrone, Mayor Clark

ABSENT: Councilmembers Nash and Peacock

Item 2, being:

RESOLUTION R-2021-68: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF MUNICIPAL AND MUNICIPAL RUNOFF ELECTIONS FOR 2021.

Councilmember Petrone moved that Resolution R-2021-68 be adopted, which motion was duly seconded by Councilmember Foreman;

Items submitted for the record

1. Resolution R-2021-68

Thereupon Councilmember Bierman moved to amend Section Five to state "elections aforementioned in Sections 2 and 4 shall be held to elect Councilmembers filling Ward positions for one (1), three (3), five (5), and seven (7) for terms of two years and for Ward Two the remainder of the term to expire on July 7, 2022," which motion was duly seconded by Councilmember Holman; and the question being upon amending Section Five as stated above, a vote was taken with the following result:

YEAS: Councilmembers Bierman, Carter, Foreman, Hall, Holman, Petrone, Mayor Clark

NAYES: None

The Mayor declared the motion carried and Resolution R-2021-68 was as amended as stated above.

and the question being upon adoption of Resolution R-2021-68, as amended, a vote was taken with the following result:

YEAS: Councilmembers Bierman, Carter, Foreman, Hall, Holman, Petrone, Mayor Clark

NAYES: None

The Mayor declared the motion carried and Resolution R-2021-68 was adopted as amended.

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Item 3, being:

DISCUSSION REGARDING STATUS OF THE FYE 2021 CAPITAL IMPROVEMENTS PROGRAM (CIP) BUDGET AND PREPARATION OF FYE 2022 CAPITAL IMPROVEMENTS PROGRAM BUDGET AND THE FYE 2023-2026 CAPITAL IMPROVEMENTS PLAN.

Mr. Anthony Francisco, Director of Finance, said tonight Council will be updated on funded projects and Council priorities. He said discussion on proposed new projects will take place February 16, 2021, with final review of the proposed FYE 2022 plan on May 4, 2021.

Mr. Francisco said the purpose of the CIP is to support services of municipal governments and projects are identified in Long Range Master Plans reviewed by citizens and adopted by Council (land use, transportation, parks, water, wastewater, greenways, stormwater, etc.). Priorities are set for short range and long range and short range needs go into a one-year adopted Capital Budget and long range needs go into a Five-Year CIP along with proposed schedules of implementation and available funding sources. The CIP and other budgets are adopted annually, but only the one-year budget allows appropriation of funds so emergencies and high priority unanticipated project needs can be added.

Mr. Francisco said sources of funding include enterprise revenues, voter approved General Obligation (G.O.) Bond proceeds; Capital Sales Tax; NORMAN FORWARD Sales Tax (NFST); Public Safety Sales Tax (PSST); University North Park Tax Increment Finance (UNPTIF) Sales Tax; intergovernmental grants; Room Tax; private funds, and others.

A capital project generally costs more than \$100,000; is relatively fixed or permanent in nature; is an asset with an expected life span of more than five years; usually consists of the construction of new, expanded, or improved tangible assets; often takes more than one fiscal year to complete; and contracted services for design, land acquisition, and utility relocations that may be required in advance of construction.

Mr. Francisco explained that Capital outlay is expenses for maintaining, purchasing new, or replacing tangible assets which have an expected life of one to five years, and is a one-time occurrence and expense that usually occurs within a single fiscal year to include vehicles, furniture, computers, and equipment. He said Capital Outlay paid by the Capital Fund is expended from the General Fund and Westwood Fund with capital sales tax funds transferred to cover costs.

Mr. Francisco highlighted all funds included in the CIP Budget as follows:

Special Purpose Capital Funds

- Public Safety Sales Tax Fund (PSST)
- Community Development Block Grant (CDBG) Fund
- Special Grants Fund
- Room Tax Fund
- Public Transportation and Parking Fund
- Capital Fund (Pay-As-You-Go or PAYGO)
- Capital Fund (General Obligation Bonds)
- NORMAN FORWARD Sales Tax Fund
- Park Land Development Fund
- University North Park Tax Increment Finance (UNPTIF) District Fund
- Arterial Road Recoupment Fund

Enterprise Funds

- Water Fund
- Water Reclamation Fund
- Sanitation Fund
- Sewer Maintenance Fund
- New Development Excise Tax Fund

Sources of revenue for all funds in FYE 2020 through FYE 2021 include grants – 1.92%; private funding – 0.0%; Community Park Fee – .04%; User Fees – 20.23% Capital Improvement Charge – .91%; Sewer Maintenance Rate – 5.21%; Sewer Excise Tax – .70%; Capital Sales Tax – 20.12%;

Item 3, continued:

Tax Increment Financing – 1.83%; Public Safety Sales Tax – 4.44%; NORMAN FORWARD Sales Tax – 4.92%; Room Tax - .14%; and Bonds – 39.55% for total revenues of \$245,701,122.

Expenditures for all funds in FYE 2020-2021 include Capital Outlay – 2.19%; Maintenance of Existing Facilities – 0.13%; Personnel and Services – 0.74%; Street Maintenance – 3.19%; Transportation – 23.44%; Buildings and Grounds – 29.47%; Parks and Recreation – 12.49%; Water Reclamation – 9.38%; Sanitation – 0.79%; Stormwater – 1.71%; and Water – 16.28%.

Mr. Francisco said the Capital Improvements Fund (CIF) was established in 1976 to account for capital projects funded by capital sales tax receipts, general obligation bond issues, or specific matching funds, i.e., private and reimbursement. He said these projects support services that do not have dedicated special revenues like Enterprise Funds. Those projects relating to Enterprise Funds, funded with fees and charges, or special revenue sources are accounted for in their respective Enterprise Funds. He said seven tenths of one percent (0.7%) of sales tax is set aside for capital improvements for the Capital Fund and those approved projects for construction with this funding are accounted for in the CIF.

The capital sales tax guidelines to allocate revenue includes existing facility maintenance – 5%; general contingency – 7%; Capital Outlay – 27%; street maintenance – 25%; and other projects and debt service – 36%.

Mr. Francisco highlighted the status of the Capital Fund as follows:

- Capital Fund PayGo
 - FYE 21 estimated available for new projects is a negative \$2,362,280
 - FYE 22 projected available for new projects is a negative \$2,183,805
 - FYE 23 projected available for new projects is a negative \$241,645
- Capital Fund Bonds
 - Bond reserves are unbalanced – some positive and some negative, evaluating how to balance those currently unbalanced

Councilmember Foreman asked if CARES Act funding could be used for the negative balance and Mr. Francisco said yes, but cautioned that CARES Act funding is a one-time funding source and could not be used for ongoing operational expenses.

Significant projects closed in FYE 21 (work complete and all bills paid) include James Garner Avenue, Phase 1, Acres Street and James Garner Avenue Intersection - \$1,870,500; Sidewalks and Trails, 24th Avenue N.E. - \$85,000; Legacy Park Parking Lot - \$175,000; Community Development Block Grant (CDBG) Infrastructure Projects - \$17,058,000.

Mr. Francisco highlighted significant completed projects (work is finished but not all bills have been paid) in FYE 21 that includes Rock Creek Road from 24th Avenue N.E. to 60th Avenue N.E. Rural Road Projects - \$750,000; Total Maximum Daily Load (TMDL) Compliance and Monitoring Plan Implementation, Year Four - \$300,000; Vicksburg Channel Liner Replacement - \$496,315; Asp Avenue Parking Lot - \$934,000; 24th Avenue N.W. and Tee Drive Intersection - \$1,475,000; State Highway 9 Multi-Modal Path, 36th Avenue East to 48th Avenue East - \$950,700; and 12th Avenue N.E. Traffic Signal Interconnect, Alameda Street to Robinson Street - \$293,000.

Significant projects underway in FYE 21 include Transit/Parks/Emergency Vehicle Maintenance Facility - \$8.6 million; TMDL Compliance and Monitoring Plan Implementation, Year Five - \$300,000; Lake Thunderbird TMDL Data Analysis and Plan Update, Years One through Five - \$207,160; Engineering Design Criteria and Green Stormwater Infrastructure Review, Phase I - \$125,000; Fire Station 9 (finishing miscellaneous small items) and Fire Administration Building Renovation – 85% complete; East Interstate Drive, Main Street to Robinson Street - \$915,412; 24th Avenue East Bond Project - \$14,938,870; Porter Avenue and Acres Street Intersection - \$3,675,000; Engineering Design Criteria Update and Green Stormwater Infrastructure Review, Phase II - \$150,000; and Comprehensive Plan Update.

Item 3, continued:

Projects under construction in FYE 20/21 include Municipal Complex Renovations - \$9,971,465; Legacy Trail Extension along 24th Avenue N.E. and 36th Avenue N.W. - \$980,500; 36th Avenue N.W. Utility Relocation - \$17,950,000; I-35 and Robinson Street West Side - \$5,300,000; Classen Boulevard Sidewalks - \$229,296; Flood Avenue Sidewalks, Gray Street to Acres Street - \$250,000; Porter Avenue Streetscape Utility Relocation - \$2,471,000; and Jenkins Avenue Bond Project Utility Relocation - \$9,600,000.

Mr. Francisco said CIP Sidewalks under construction include Cruce Street, Pickard Avenue to Flood Avenue; Berry Road, Boyd Street to Brooks Street; Main Street, North Side of Berry Road to Park Avenue; and Brooks Street, Jenkins Avenue to Classen Boulevard.

Mr. Francisco highlighted the FYE 2016-2021 Street Maintenance G.O. Bond Program totaling \$25 million.

Mr. Francisco said the 2012 Transportation/Stormwater Bond Program with actual costs include Cedar Lane Road: 12th Avenue S.E. to one-half mile east of 24th Avenue S.E. - \$10,048,310; Lindsey Street: 24th Avenue S.W. to Berry Road - \$42,135,770; Franklin Road Bridge: one-half mile west of 12th Avenue N.W. - \$4,219,680; 12th Avenue S.E.: State Highway 9 to Cedar Lane Road - \$3,393,780; Main Street Bridge: one-half mile west of 36th Avenue S.W. - \$7,038,000; 24th Avenue East: Lindsey Street to Robinson Street - \$14,938,870; 36th Avenue N.W.: Tecumseh Road to Indian Hills Road – amount to be determined; Alameda Street: one-half mile east of 24th Avenue S.E. – amount to be determined. He said the total bond budget is \$89,502,700 with estimated actual costs to date of \$66,835,540.

The 2019 Transportation Bond Projects for FYE 2021-2022 consist of Porter Avenue and Acres Street Intersection Improvements - \$3,675,000; Porter Avenue Streetscape - \$5,280,074; James Garner Avenue, Phase Three: Acres Street to Duffy Street - \$4,853,440; Jenkins Avenue: Imhoff Road to Lindsey Street - \$9,601,000; and Constitution Street: Jenkins Avenue to Classen Boulevard - \$2,643,260.

Mr. Francisco said in the City Vehicle Replacement Program, the City replaced 35 units in FYE 2017 - \$3,046,969; 27 units in FYE 2018 - \$2,383,036; 29 units in FYE 2019 - \$2,045,471; 36 units in FYE 20 - \$1,991,083; and 27 units in FYE 21 - \$2,150,365.

Upcoming Capital Project Fund recurring sidewalk projects in FYE 2022 includes Sidewalk Program for Schools and Arterials - \$80,000; Sidewalk Accessibility Projects - \$30,000; Citywide Sidewalk Projects (50/50 repairs) - \$50,000; Downtown Area Sidewalk Project - \$50,000; Sidewalks and Trails - \$120,000; and Horizontal Saw Cut Program - \$50,000 for total expenditures of \$370,000.

Recurring proposed CIP in FYE 2022 includes Capital Outlay - \$3,769,409; Street Maintenance - \$2,305,377; Maintenance of Existing Facilities - \$215,000; Stormwater Draining Maintenance - \$1,725,000; Personnel - \$1,384,316; Oklahoma Department of Transportation (ODOT) Audit Adjustments - \$100,000; Americans with Disabilities Act (ADA) Sidewalk Compliance and Repair - \$100,000; Bridge Maintenance - \$500,000; Driveway Repairs - \$10,000; Street Striping - \$100,000; Traffic Calming - \$50,000; Community/Neighborhood Improvements - \$100,000; and Building Maintenance Mechanical/Electrical - \$50,000 for total expenditures of \$10,409,102.

Councilmember Petrone said bridge replacement is important to her and asked if there is money budgeted to replace any of the bridges in Norman. Mr. Francisco said no, but bridge replacement can be included in future bond projects. Mr. Darrel Pyle, City Manager, said some of the proposed federal infrastructure funding emphasizes a bridge component and if that happens, the City will be very competitive in trying to obtain that funding. Councilmember Petrone suggested stormwater and bridge projects be combined to alleviate some stormwater issues and asked Staff to prepare information on any bridges that need immediate attention.

Upcoming significant projects in FYE 2021 include 36th Avenue N.W., Tecumseh Road to Indian Hills Road Widening Utility Relocation - \$2,000,000; Porter Avenue Streetscape - \$1,911,164; and James Garner Avenue, Phase II - \$4,853,440.

Item 3, continued:

Mr. Francisco said an ice storm hit Norman between October 26 through October 29, 2020, and an estimated 500,000 cubic yards of storm debris is anticipated to be removed beginning November 9, 2020, with completion expected within 60 to 90 days. He highlighted costs of debris removal - \$5,127,300, debris monitoring - \$1,281,825, and disposal cost - \$1,250,000 for total estimated cost of \$7,659,125 with the City's share estimated to be between \$957,000 to \$1,915,000 if federal matching funds are obtained. He said if federal funding is not obtained, the City is looking at a \$7.7 million unexpected expense, which means projects may need to be delayed or reduced in scope.

Public Safety Sales Tax Fund Projects underway in FYE 2020-2021 include Emergency Radio Communication – final acceptance and cleanup - \$15,000,000, Emergency Operations Center (EOC) – design complete - \$6,451,500, and Fire Apparatus Replacement, Year Four - \$800,000. Mr. Francisco said there is a funding shortfall on the EOC Project that will need to be addressed (approximately \$8 million).

Mr. Francisco highlighted the fire apparatus replacement schedule as FYE 2016 Elevated Platform - \$1,105,943; FYE 2017 Fire Engine - \$523,853; FYE 2018 Fire Engine - \$622,079; FYE 2019 Pumper/Tanker - \$622,079; and FYE 2020 Pumper/Tanker - \$725,000. In FYE 2021 budgeted projects include Air and Light Unit - \$475,000; Rescue Boat - \$75,000; Drone - \$25,000; Public Education Trailer - \$125,000; and two Staff vehicles - \$100,000.

FYE 2021 NORMAN FORWARD Projects completed include Central Public Library, Rotary Park Renovation, Blake Baldwin Skate Park (at Andrews Park), and Ruby Grant Community Park.

FYE 2021 NORMAN FORWARD Projects underway include Andrews Park improvements; Griffin Park remodel; Indoor Aquatic Facility and Multi-Sports Complex; new neighborhood park development (Southlake Park); James Garner Avenue – Flood Avenue to Acres Street; and Senior Wellness Center (Porter Campus location to be determined).

Upcoming NORMAN FORWARD Projects include Griffin Park, Phase Four - \$11,000,000; new neighborhood park - \$2,000,000; lease payments for Griffin Park - \$80,000 annually for a total of \$2,400,000; Canadian River Park - \$2,000,000; new trail development throughout Norman - \$6,000,000; Senior Wellness Center - \$7,600,000 plus CARES Act Funds of \$4,800,000 for a total of \$12,400,000; and Saxon Park development - \$2,000,000.

Room Tax Fund significant projects in FYE 2021 include Historic Museum parking - \$55,000, remaining debt on 2002 Norman Municipal Authority (NMA) Golf Course Bonds retiring on June 1, 2022, and projects delayed due to revenue shortfalls.

Mr. Francisco highlighted upcoming challenges that include the I-35 Corridor Study (Norman/Moore/ODOT); Public Transportation (Regional Transportation Authority (RTA), Bus Transfer Station, replacement buses, and recommendations from Transit Study); new traffic signals on State highways and City arterials; Norman Regional Hospital Campus land sale (to be determined); fleet replacement; Fire Station #10; bridge replacements; stormwater infrastructure maintenance; Fleet Fueling Facility; City Vehicle Washing Facility; releasing reserves for Senior Center and Robinson Street and Crossroads Boulevard (undetermined); and revenue/expenditure imbalance.

Mr. Francisco asked if Council wanted to take the PSST Ad Hoc Committee's recommendation to release reserve funds for the Senior Center and Robinson Street/Crossroad Boulevard Projects (approximately \$1 million) to help close the gap in the EOC funding or propose a sales tax rate increase to pay for ongoing personnel costs. Councilmembers agreed the reserve funds should be released to help close the gap in the EOC shortfall.

Councilmember Carter said stormwater and bridges are huge issues that need to be bond projects because these types of projects are costly and need a large infusion of money. Mr. Pyle said if Council chose to bundle bridge projects, what is the minimum dollar amount needed to make the projects viable and Mr. O'Leary said there are approximately ten to twelve bridges that should be replaced within the next five to ten years ideally and the average cost of replacement is going to be \$2 to \$3 million per bridge.

Item 3, continued:

Councilmember Petrone said Council could consider using some CARES Act money to fill the funding gap for the EOC and build a facility that Norman can be proud of and that will be utilized for many years.

Councilmember Hall said she likes the idea of looking at bonds for long term funding for bridges.

Next steps include discussion of proposed new projects on February 16, 2021, and review of final proposed Capital Budget for FYE 2022 and CIP for FYE 2023 through 2026, on May 4, 2021.

* * * * *

Item 4, being:

DISCUSSION REGARDING USE OF CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDS.

Mayor Clark said there are many financial needs in Norman and it is Council's duty to decide how to use the \$3.75 million plus in CARES Act funds. She asked when Council has to make a decision and Mr. Pyle said there is no timetable on spending the \$3.75 million. He said the December deadline being talked about by news outlets is the deadline cities have to submit their cost reimbursements to the State. He said Council has set criteria for the small business recovery component of CARES Act funding and suggested small grants without repayment would benefit small businesses in the community. He said some communities are giving grants of up to \$25,000, while others have capped grants at \$5,000 per business application.

Mayor Clark said she would like to focus on micro-grants without a repayment plan. She has heard that many landlords have given massive discounts to small businesses in their facilities, but now landlords are having to pay County property taxes. She asked if the City has discussed opportunities of collaborating with Cleveland County. How much CARES Act money did the County receive and what are they doing with that money? Mr. Pyle said Cleveland County did not fare as well as Oklahoma County and he did not know how much money they received. He is also not sure what the County was able to assemble and submit for reimbursements, but that is definitely a conversation that can take place. Mayor Clark said the County receives the bulk of property taxes so the City and County should be working together to help small businesses.

Councilmember Holman supports small business relief because corporate chain businesses are in a position to recover from pandemic impacts. He said the City has invested a lot in revitalization to attract new businesses and are at risk of losing businesses. He said rent and utilities seem to be the biggest burden for small businesses right now. If Council approves a program and then runs into unexpected hurdles, the program criteria can be adjusted.

Mr. Pyle said grants in the amount of \$10,000 for 300 businesses would have a substantial impact on the local economy.

Mayor Clark said even if the City obtains federal and state funding for the ice storm there will still be a funding delta that is not budgeted so where would the City get that money? Mr. Francisco said some of the \$7 million expenditure for the ice storm is City crews doing the work, such as picking up limbs instead of filling potholes, which is a reimbursable cost; however, there is a substantial out-of-pocket cost for paying a contractor. He said the City can allocate money from the departmental budget, use the one percent (1%) emergency reserve account, or use unexpended allocations from other departments and other areas within the budget. He said the Rainy Day Fund can be used, but the City can only tap into the Rainy Day Fund if a disaster emergency is declared and there is the assumption that could happen. He said until the City knows whether or not a federal declaration will be issued, he would hold off on spending CARES Act money for this purpose.

Councilmember Foreman said her priority would be storm debris as well as a reserve for capital projects to get smaller projects accomplished and close the funding gap. She said aiding small businesses with grants using CARES Act funds would be appropriate.

Item 3, continued:

Councilmember Bierman said Norman residents need assistance whether they are business owners or not because there is not a great optimism for additional stimulus money. She likes Mayor Clark's idea of micro-grants rather than larger grants with the stipulation that those businesses who did not receive federal funding should receive priority consideration, including businesses owned by members of the marginalized community and sole proprietors. She said workers paid under a "tip wage" structure received no help with unemployment because of how their pay is structured and most restaurants and bars are currently under strict pandemic restrictions.

Councilmember Bierman said the Citizen Pottawatomie Program is a great model on how the City can structure an assistance program because they really provided for their citizens. She said the City's Community Development Block Grant (CDBG) program for low-income citizens is a great way for the City to ensure those with the greatest need are the ones to access the grants first. She asked for a status update on the CDBG Rent/Utilities Assistance Fund and Mr. Pyle said that program has not been fully subscribed. Councilmember Bierman said that tells her not a lot of people know about the program and suggested re-advertising. She said the Center of Disease Control's (CDC) eviction halt ends on December 31st and they are not planning to extend that so tenants in Oklahoma who are aware of that have signed the pandemic disclosure, but landlords are not required to tell tenants this option is available to them. She said CARES Act money could also be used for mask mandate compliance, reimbursing businesses wanting to offer a discount for wearing a mask, etc. She said she is okay with holding a little money aside for storm debris removal, but small business assistance is her top priority.

Councilmember Petrone said the PSST Committee recommended Council allocate the remainder of the CARES Act money towards the EOC and asked what \$3.2 million could buy for the EOC. Mr. Kevin Foster, Police Chief, said in current budget design, the dispatch area will not be hardened to withstand an F5 tornado so an additional \$2 to \$3 million would help make the entire facility hardened, which is important. He said it would be difficult to retro fit some items on the building, such as storm resilient windows.

Councilmember Petrone said a constituent suggested using CARES Act money for mask enforcement and that idea snowballed into alleviating Norman Police Department calls for mask violations by temporarily hiring someone to do nothing but mask enforcement. Another idea was to help provide an additional eight to ten thousand COVID tests because the State is pulling back on funding and each test costs \$65. Mr. Pyle said the State has found a new allocation of funds and expects to be back to full testing mode within two weeks, which gives the City a little breathing room.

Councilmember Petrone asked what it would cost the City to absorb late fees on water bills during the mandated pandemic shut down period and Mr. Pyle said delinquencies increased by \$900,000 for just one month so the City would be looking at a lot of money. Councilmember Petrone said she would like to know the amount of the delinquencies as well as options for Council to allocate CARES Act money for those delinquencies. Mr. Francisco said there are many customers who had delinquencies prior to the pandemic and asked if Council wanted newly identified delinquencies since March 2020, and Councilmember Petrone said she would like to see pre-March and post-March information.

Councilmember Petrone wondered if storm debris costs could be paid with department savings or savings on closed projects.

Councilmember Hall said small businesses are her priority and she is in favor of providing some type of small local business relief through micro-grants because a loan would only create more stress. She is comfortable putting money aside for storm debris until the City is sure federal funding will be forthcoming. She would like to make sure the City is really making an effort in informing citizens that rent and utility assistance is available. She said it is a relief to hear the state has additional money for COVID testing, but the City should continue to monitor this issue.

Mr. Pyle said there seems to be consensus of putting money aside for storm debris costs while waiting to hear if an emergency will be declared; creating a small business micro grant program with a \$10,000 maximum based on criteria previously approved by Council; and having money available for other local community needs that could include rental assistance, utility assistance,

Item 4, continued:

COVID testing, etc. He asked if \$1 million for each of these three buckets would meet Council's approval.

Councilmember Carter said he likes the idea of a micro grant program and setting aside money for storm debris removal. He said success lies in simplicity and time is of the essence for small businesses so he would like to see that program begin immediately. He said the idea of 100 small businesses obtaining \$10,000 grants gives a direct infusion to small businesses who may otherwise have to close their doors and he would like to see something on the agenda next week if possible.

Mayor Clark said Councilmember Peacock could not attend tonight's meeting, but asked her to read comments from him. Councilmember Peacock said all remaining CARES Act funding should be directed to small business relief grants prioritizing those businesses most directly impacted by the pandemic. There needs to be a scoring rubric to best identify where to direct the funds instead of a first come first serve approach and points should be awarded for such things as being unable to access federal dollars, being locally owned, being minority owned, suffering additional losses from the ice storm, or needing rent assistance. There should be a maximum cap amount per grant and the Oklahoma Business Relief Fund has that amount set at \$25,000. He also challenges City Staff to find other creative options for assistance, such as utility forgiveness or fee waivers in an effort to stretch these funds as far as possible.

Mayor Clark said she supports making \$1 million available now for micro grants. She said two Councilmembers are absent tonight because they are quarantining due to exposure and while she represents the City of Norman as a whole, they represent individual wards. She said two of eight wards is 25% of Norman citizens that are unable to engage in this conversation because Council was forced to return to in person meetings. She urged everyone to contact their State representatives to call a special session to enable municipalities to continue virtual meetings.

Councilmember Foreman asked how many small businesses are in Norman and Mr. Pyle said he will email that information to Council tomorrow morning.

Councilmember Bierman said she would like to consider grants aimed at specific types of costs, such as rent/utilities and include other things like children's school needs (tablets for online learning). She would also like a \$10,000 cap on the micro grants with an open window to accept all applications before ranking them.

Councilmember Petrone said she supports placing \$1 million aside for storm debris costs in hopes the money will not have to be used for storm debris removal and can be reallocated. She suggested putting aside \$100,000 for mask enforcement for temporary workers and \$150,000 for rewarding businesses owners that enforce the mask mandate. She supports waiving utility late fees especially for citizens who are victims of the backlog due to unemployment. She supports a \$10,000 cap on a micro grant program as well.

Councilmember Carter suggested a sunset on the micro grant program to allow Council to revisit the program in 60 days to decide if the program needs to be extended.

Items submitted for the record

1. PowerPoint presentation entitled, "FYE 2021 Capital Improvements Program Budget Status, Preparation of FYE 2022 Capital Improvements Projects, and Preparation of FYE 2023-2026 Capital Improvements Plan"

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ADJOURNMENT

The Mayor adjourned the meeting at 8:35 p.m.

* * * * *

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, July 27, 2021 at 6:30 PM

MINUTES

AMENDED

City Council, Norman Utilities Authority, Norman Municipal Authority, And Norman Tax Increment Finance Authority

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

CALL TO ORDER

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 8 Matthew Peacock

ABSENT

Councilmember Ward 7 Stephen Holman

* * * * *

PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Mayor Clark

q

APPROVAL OF MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:
 CITY COUNCIL CONFERENCE MINUTES OF OCTOBER 13, 2020
 CITY COUNCIL MINUTES OF JULY 6, 2021
 CITY COUNCIL MINUTES OF JULY 13, 2021
 NORMAN UTILITIES AUTHORITY MINUTES OF JULY 13, 2021
 NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 13, 2021
 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 13, 2021

The Minutes Were Approved.

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

Items Submitted for the Record

1. City Council Conference minutes of October 13, 2020
2. City Council Minutes of July 6, 2021
3. City Council minutes of July 13, 2021
4. Norman Utilities Authority minutes of July 13, 2021
5. Norman Municipal Authority minutes of July 13, 2021
6. Norman Tax Increment Finance Authority minutes of July 13, 2021

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PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-2: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2021 AS LAKES APPRECIATION MONTH AND THE WEEK OF JULY 26TH AS LOVE YOUR LAKE WEEK IN THE CITY OF NORMAN

Receipt of the Proclamation was Acknowledged.

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

Item 3, continued:

Items Submitted for the Record

1. Proclamation P-2122-2

Participants in discussion

1. Ms. Courtney DeKalb-Myers, Lake Thunderbird Watershed Alliance, accepted the proclamation and thanked the Council.

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COUNCIL ANNOUNCEMENTS

City Wide Garage Sale. Councilmember Studley said there is a City Wide Garage Sale to be held August 6-8 and those interest will need to register on-line by August 2nd.

*

New Restaurant in Ward One. Councilmember Studley said Ward One has a wonderful new restaurant call The Dancing Crab and she encouraged people to try it out.

*

Road Construction. Councilmember Studley said Wednesday, July 28th, there will be some road construction from 9:00 a.m. to noon on Imhoff Road and Classen Boulevard.

*

Protecting the Lake Thunderbird Watershed. Councilmember Hall said she appreciated the highlights received tonight during the proclamation for Lakes Appreciation Month about how to protect our watershed and she hopes a lot of people can participate in both of the scheduled events.

*

Vacancies on City Boards and Commission. Councilmember Hall said every week there are vacancies on our City Boards and Commissions and this is a very important way for residents to participate in local government and have a say about many items that come before Council. She encouraged anyone who is interested to go to the City Website.

*

The Mayor Receives Citizens Recognition Award. Councilmember Hall said, as a 15-year employee of the Pioneer Library System (PLS), and now a proud PLS Ambassador, she wants to congratulate Mayor Clark for accepting the Citizens Recognition Award from the Oklahoma Libraries Association on behalf of the NORMAN FORWARD Initiative. She appreciates all of Mayor Clark's service and the love she gives to our libraries in Norman; for serving on the Library Board; and for her book discussions with different age groups. She said she really appreciates the investment she has made in our libraries.

COUNCIL ANNOUNCEMENTS, continued:

The Mayor Receives Citizens Recognition Award, continued. Mayor Clark thanked Councilmember Hall; she said she has always been that library kid and it is fun to give back to libraries in this way. She said librarians are sneaky, they tricked her and she was legitimately surprised.

*

Young Family Athletic Center. Councilmember Foreman said Wednesday, July 21st, was a really good Ground Breaking Ceremony for the Young Family Athletic Center. She said she is really excited about where Norman is going next.

*

Canadian River Cruisers Car Show. Mayor Clark said Saturday, July 28th, is the Canadian River Cruisers Car Show at Andrews Park benefiting Food and Shelter.

*

Move with the Mayor. Mayor Clark said Saturday, August 7th, at 9:00 a.m. there is a special "Move with the Mayor" at the Irving Recreation Center. She said the group will be doing some Tia Chi.

*

Movie in the Park. Mayor Clark said on Saturday, August 7th, is the Parks and Recreation Department will have the next "Movie in the Park" at Westwood Aquatic Center.

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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 19 be placed on the consent docket.

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 Peacock, Councilmember Ward 8 Peacock
Consent Docket Approved.

First Reading Ordinance

Item 1.

3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2122-11: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 8-504 OF THE CITY CODE TO ADD AN EXEMPTION FROM THE TRANSIENT GUEST ROOM TAX ORDINANCE FOR TRIBAL NATIONS AND CLARIFYING THAT EXEMPTIONS SHOULD ONLY BE GRANTED IF EXEMPTED ENTITY IS PAYING FOR THE GUEST ROOM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

The Ordinance was adopted on First Reading by Title.

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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 26, 2021, from Kathryn Walker, City Attorney
2. Legislatively notated copy of Ordinance O-2122-11
3. Ordinance O-2122-11

* * * * *

Reports/Communications

4. SUBMISSION AND ACKNOWLEDGEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2021 AND DIRECTING THE FILING THEREOF.

Receipt of the Report was Acknowledged.

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 8 Peacock

Items Submitted for the Record

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

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

Item 1.

Receipt of the Report was Acknowledged.

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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Stacey Parker, Executive Assistant
2. Monthly Departmental Report for the month of June, 2021

* * * * *

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

Receipt of the Report was Acknowledged.

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

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Stacey Parker, Executive Assistant
2. Monthly Departmental Report for the month of May, 2021

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7. SUBMISSION AND ACKNOWLEDGING RECEIPT OF REPORTS ENTITLED "COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2020" AND "THE CITY OF NORMAN SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2020," AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT AND AUDITED BY THE FIRM OF BKD, LLP, FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND NORMAN TAX INCREMENT FINANCE AUTHORITY.

Receipt of the Report was Acknowledged.

Item 7, continued:

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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Clint Mercer, Chief Accountant
2. City of Norman Single Audit Reports as of June 30, 2020
3. Independent Auditor's Report dated August 7, 2020, Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards submitted by BKD, L.L.P.
4. Independent Auditor's Report dated July 7, 2021, Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report of Schedule of Expenditures of Federal Awards Required by the Uniform Guidance submitted by BKD, L.L.P.
5. City of Norman, Oklahoma, Schedule of Findings and Questioned Costs, Year Ended June 30, 2020
6. City of Norman, Oklahoma, Summary Schedule of Prior Audit Findings, Year Ended June 30, 2020
7. Audit Scope and Results and Internal Control Over Compliance dated July 7, 2021, submitted by BKD, L.L.P.
8. Letter to BKD, L.L.P., from Mr. Darrel Pyle, City Manager; Mr. Anthony Francisco, Director of Finance; and Mr. Clint Mercer, Chief Accountant

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Contracts

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2021-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CIMARRON CONSTRUCTION COMPANY, L.L.C., FOR THE FYE 2021 BRIDGE MAINTENANCE PROJECT AND FINAL PAYMENT OF \$143,537.28.

Project Accepted.

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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Joseph Hill, Streets Program Manager
2. Application and Certificate dated July 1, 2021, in the amount of \$143,537.28 for Payment from Cimarron Construction Company

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9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-16: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$15,178 FOR A REVISED CONTRACT AMOUNT OF \$360,196 FOR THE FYE 2021 SIDEWALK CONCRETE PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$18,100.90.

Change Order Approved and Project Accepted.

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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Nate McNeely, Engineering Assistant
2. Change Order No. One to Contract K-2021-16
3. Application and Certificate for Payment dated June 20, 2021 in the amount of \$18,009.80 from EMC Services, L.L.C.

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10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-19: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SEARCH L.L.C., IN THE AMOUNT OF \$30,000 TO PROVIDE DESIGN SERVICES FOR THE SOUTHEAST LIFT STATION.

Acting as the Norman Utilities Authority

Contract was Approved.

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

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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Nathan Madenwald, Utilities Engineer
2. Contract K-2122-19 with Attachment A, Schedule; Attachment B, Scope of Services; Attachment C, Compensation

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11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-23: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE ALTERNATIVE DISPUTE RESOLUTION SYSTEM OF THE STATE OF OKLAHOMA FOR CERTIFYING NORMAN'S DISPUTE MEDIATION PROGRAM BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

Contract was Approved.

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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Ronda Guerrero, Court Administrator
2. Contract K-2122-23

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12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE ACCEPTANCE OF CERTIFIED LOCAL GOVERNMENTS GRANT FUNDING IN THE AMOUNT OF \$10,750 TO BE USED FOR THE DEVELOPMENT AND SUPPORT OF LOCAL HISTORIC PROGRAMS, CONTRACT K-2122-25 WITH THE OKLAHOMA HISTORICAL SOCIETY, STATE HISTORIC PRESERVATION OFFICE AND BUDGET APPROPRIATION. FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

Contract was Approved.

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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Anais Starr, Planner II/Historic Preservation Officer
2. Contract K-2122-25 with Attachment A, State Historic Preservation Office Responsibilities, and Attachment B, City of Norman Responsibilities

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13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-29: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, AND THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT FOR A CITY OF NORMAN TEMPORARY WATER SUPPLY THROUGH SEPTEMBER 30, 2025.

Acting as the City Council and the Norman Utilities Authority

Contract was approved.

Motion made by Trustee Foreman, Seconded by Trustee Hall.

Voting Yea: Chairman Clark, Trustee Studley, Trustee Schueler, Trustee Lynn, Trustee Hall, Trustee Tortorello, Trustee Foreman, Trustee Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Rachel Croft, Staff Engineer
2. Contract K-2122-29 with Memorandum from Tara Kinsey, Acting Supervisory Repayment Specialist, United States Department of Interior Bureau of Reclamation, to Gary Brownlee, Area Manager, and Water Service Contract for Delivery of Temporary Water between the United States and the Central Oklahoma Master Conservancy District

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Resolutions

14. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-16: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$3,302 FROM THE RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS REFUNDS ACCOUNT RECEIVED FROM INSURANCE COMPANIES AND/OR THE RESPONSIBLE PARTIES TO REPAIR AND REPLACE DAMAGED TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

Resolution was Adopted.

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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from David Riesland, Transportation Engineer
2. Resolution R-2122-16

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15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-17: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$25,879.83 FROM THE CAPITAL FUND BALANCE FOR PAYMENT TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION UNDER CONTRACT K-2021-87 FOR CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF ALAMEDA STREET AND SUMMIT LAKES BOULEVARD/LOCHWOOD DRIVE.

Resolution was Adopted.

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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from David Riesland, Transportation Engineer
2. Invoice 34983(04) dated June 23, 2021, in the amount of \$25,879.83 from the Oklahoma Department of Transportation
3. Project Location Map
4. Contract K-2021-87
5. Resolution R-2122-17

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16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-18: OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$4,653.24 FROM THE CAPITAL FUND BALANCE TO BE USED FOR THE CITYWIDE SIDEWALK & CURB RECONSTRUCTION PROJECT (50/50 PROGRAM).

Resolution was Adopted.

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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Nate McNeely, Engineering Assistant
2. Resolution R-2122-18

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17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-19: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE AN APPLICATION ON BEHALF OF THE CITY OF NORMAN WITH THE US DEPARTMENT OF TRANSPORTATION TO AID IN THE FINANCING OF PLANNING, CAPITAL AND/OR ASSISTANCE PROJECTS PURSUANT TO 49 U.S.C. SECTION 5307 AND SECTION 5339 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SET FORTH AND EXECUTE POLICIES IN CONNECTION WITH THE PROGRAM OF PROJECTS, BUDGETS, AND PROCUREMENT NEEDS.

Resolution was Adopted.

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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Nate McNeely, Engineering Assistant
2. Resolution R-2122-18

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18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-22: A RESOLUTION AUTHORIZING THE NORMAN MUNICIPAL AUTHORITY (THE "AUTHORITY") TO SEEK FINANCING PROPOSALS IN CONNECTION WITH THE ISSUANCE OF THE AUTHORITY'S ROOM TAX REVENUE NOTE, TAXABLE SERIES 2021: AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Acting as the Norman Municipal Authority

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

Voting Yea: Chairman Clark, Trustee Studley, Trustee Schueler, Trustee Lynn, Trustee Hall, Trustee Tortorello, Trustee Foreman, Trustee Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Anthony Francisco, Director of Finance
2. Resolution R-2122-22

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19. CONSIDERATION OF ADOPTING, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-24: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$500 FROM THE GENERAL FUND BALANCE TO BE USED TO PURCHASE EMPLOYEE AWARDS FOR THE POLICE DEPARTMENT AND \$1,755 FROM THE ANIMAL WELFARE OTHER ACCOUNT TO BE USED TO PURCHASE SUPPLIES FOR ANIMAL WELFARE DIVISION.

Resolution was Adopted.

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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Kevin Foster, Police Chief
2. Resolution R-2122-24

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NON-CONSENT ITEMS

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2021-46 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION EIGHT (8), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1/4 MILE EAST OF NORTH PORTER AVENUE ON THE NORTH SIDE OF TECUMSEH ROAD)

Ordinance was adopted on Second Reading Section by Section

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 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 13, 2021, requested by Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2021-46
3. Location map

Item 20, continued:

Items Submitted for the Record, continued

4. Application for Planned Unit Development Preliminary Plat for Pine Creek, a Planned Unit Development, submitted May 3, 2021, and revised June 3, 2021, prepared by Rieger Law Group, L.L.C., with Exhibit A, Legal Description of the Property; Exhibit B, Preliminary Site Development Plan; Exhibit C, Allowable Uses; and Exhibit D, Green Space Exhibit
5. Planning Commission Staff Report dated June 10, 2021
6. Protest Map containing 1.9% Protest Within Notification Area
7. Letter of protest filed May 26, 2021, from Preston Collins to Whom It May Concern with four attached photographs of flooding
8. Pertinent excerpts from Planning Commission minutes of June 10, 2021

Participants in discussion

1. Mr. Sean Rieger, The Rieger Law Group, 136 Thompson Drive, attorney representing the applicant
2. Mr. Chris Anderson, SMC Consulting Engineers, 815 West Main Street, Oklahoma City, engineer representing the applicant
3. Mr. Zack Roach, Vice-President of Development, Ideal Homes, builder representing applicant

Ordinance was adopted on Final Reading as a Whole.

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 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 8 Peacock

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21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR PINE CREEK ADDITION, A PLANNED UNIT DEVELOPMENT CONSISTING OF 79.43 ACRES, LOCATED ONE QUARTER MILE EAST OF PORTER AVENUE ON THE NORTH SIDE OF EAST TECUMSEH ROAD.

Preliminary Plat was approved.

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

Items Submitted for the Record

1. Staff Report dated July 27, 2021, requested by Ken Danner, Subdivision Development Manager
2. Location map

Item 21, continued:

Items Submitted for the Record, continued

3. Preliminary Plat
4. Planning Commission Staff Report dated June 10, 2021
5. City of Norman Predevelopment Summary PD21-10 dated March 25, 2021 from Ideal Homes for property located north of Tecumseh Road approximately 1/4 mile east of North Porter Avenue
6. City of Norman Development Review Form, Transportation Impacts, dated May 17, 2021, reviewed by David R. Riesland, P.E., City Transportation Engineer
7. Preliminary Parkland Exhibit
8. Greenbelt Comments
9. Pertinent excerpts from Planning Commission minutes of June 10, 2021
10. Protest map containing 1.9% protest within notification area
11. Letter of protest filed May 26, 2021, from Preston Collins to Whom It May Concern with four (4) photographs

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22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2021-47 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER OF SECTION NINE (9), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (WEST SIDE OF 48TH AVENUE N.W. APPROXIMATELY 1,600 FEET SOUTH OF FRANKLIN ROAD)

Ordinance was Adopted upon Second Reading Section by Section.

Motion made by Councilmember Ward 8 Peacock, 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 8 Peacock

Items Submitted for the Record

1. Staff Report dated July 13, 2021, requested by Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2021-47
3. Application for Planned Unit Development Preliminary Plat for Red Sky Ranch, a Planned Unit Development, submitted May 3, 2021, and revised June 3, 2021, prepared by Rieger Law Group, L.L.C., with Exhibit A, Legal Description of the Property; Exhibit B, Preliminary Site Development Plan, and Exhibit C, Allowable Uses

Item 22, continued:

Items Submitted for the Record, continued

4. Location map
5. Planning Commission Staff Report dated June 10, 2021
6. Pertinent excerpts from Planning Commission minutes of June 10, 2021

Participants in discussion

1. Mr. Sean Rieger, The Rieger Law Group, 136 Thompson Drive, attorney representing the applicant
2. Mr. Chris Anderson, SMC Consulting Engineers, 815 West Main Street, Oklahoma City, engineer representing the applicant

Ordinance was Adopted upon Final Reading as a Whole.

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

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23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR RED SKY RANCH ADDITION, A PLANNED UNIT DEVELOPMENT CONSISTING OF 6.92 ACRES, 1,600 FEET SOUTH OF EAST FRANKLIN ROAD ON THE WEST SIDE OF 48TH AVENUE N.W.

The Preliminary Plat was approved

Motion made by Councilmember Ward 8 Peacock, 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

Items Submitted for the Record

1. Staff Report dated July 27, 2021, requested by Ken Danner, Subdivision Development Manager
2. Location map
3. Preliminary Site Plan
4. Preliminary Plat
5. Planning Commission Staff Report dated June 10, 2021
6. City of Norman Predevelopment Summary PD21-16 dated May 27, 2021 from McKown Family, L.L.C., for property located on the west side of 48th Avenue N.W. between Franklin Road and Tecumseh Road

Item 23, continued:

Items Submitted for the Record, continued

7. City of Norman Development Review Form, Transportation Impacts, dated May 10, 2021, reviewed by David R. Riesland, P.E., City Transportation Engineer
8. Greenbelt Comments
9. Pertinent excerpts from Planning Commission minutes of June 10, 2021

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24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2021-128: OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$9,500,000 OF AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDING FROM THE SPECIAL GRANTS FUND BALANCE TO SUPPLEMENT AVAILABLE PUBLIC SAFETY SALES TAX FUNDS FOR THE CONSTRUCTION OF THE EMERGENCY OPERATIONS AND COMMUNICATIONS CENTER (EOCC)

The Resolution was Adopted.

Motion on the floor (from May 25, 2021) Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Hall.

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

Voting Nay: Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall

Items Submitted for the Record

1. Staff Report dated July 27, 2021, from Anthony Francisco, Finance Director
2. R-2021-128

Participants in discussion

1. Mr. Darrel Pyle, City Manager
2. Mr. Anthony Francisco, Director of Finance
3. Ms. Kathryn Walker, City Attorney
4. Mr. Tim Powers, Director of Information Technology
5. Captain Brent Barbour, Norman Police Department
6. Mr. Jorian Jewell, Communication Officer, Norman Police Department
7. Mr. Dan Munson, Ward 6, proponent
8. Mr. Alex Torvi, Ward 6, proponent
9. Mr. Robert Castleberry, Ward 3, proponent

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MISCELLANEOUS COMMENTS

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

Best Practice Handbook for Oklahoma Municipalities. Mr. Dan Munson, Ward 6 said he had been reading a handbook called “Best Practice Handbook for Oklahoma Municipalities” created by Oklahoma Municipal Assurance Group (OMAG) which references elected official accountability. He says the handbook recommends Ethics Training should be done every year for Councilmembers and it was his understanding that Norman City Council only received the training once. He asked the City to consider training every year. He said the handbook has a section on Code of Conduct which is reviewed annually by Council and readily available for reference. He said there is a section about Council contact with the media and it says the best advice for dealing with the media is to never go “off the record.” He said the City spokesperson is the one who should be giving comments for the City. He said opinions about active lawsuits are sometimes discussed at the dais which is a really bad practice.

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ADJOURNMENT

The meeting adjourned at 8:07 p.m.

Attest:

Mayor

City Clerk

File Attachments for Item:

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-2 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR 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.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Club Carwash Operating, L.L.C.

PRESENTER: Lora Hoggatt, Planning Services Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-2 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR 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.)

BACKGROUND:

The applicant, Club Carwash Operating, L.L.C., is requesting Special Use for an Automobile Service Station (Car Wash) for a 1.7-acre property at 2331 36th Avenue N.W. The property is zoned C-1, Local Commercial District.

DISCUSSION:

HISTORY: The subject property was rezoned from A-2, Rural Agricultural District, to C-1, Local Commercial District, in January 1984. Since that time, the fitness center to the south has been developed on the east side of 36th Ave N.W. and medical offices and other commercial uses have been developed on the west side of 36th Ave N.W.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to the Zoning Ordinance 22:434.1, Special Uses:

1. Conformance with applicable regulations and standards established by the Zoning Regulations.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.

3. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.
6. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.

EXISTING ZONING: The property is currently zoned C-1, Local Commercial District. This district is intended for the conduct of retail trade and to provide personal services to meet the regular needs and for the convenience of the people of adjacent residential areas. The C-1 District requires Special Use approval for an Automobile Service Station.

ANALYSIS:

- Historically, applicants have been required to obtain special use for a car wash in the C-1, Local Commercial District. Car wash traffic and on-site activities mimic those of a service station so it has always been a good option to get Planning Commission and City Council review of the proposal. This special use will be for the car wash, not a service station that sells gas.
- **SITE PLAN:** The proposed site plan for the property shows one access point off 36th Ave N.W. and one access point off W. Rock Creek Rd. These drives are shared access drives with the two parcels to the north. A public sidewalk will be installed along 36th Ave N.W. for this lot only. One building is proposed which will house the car wash. There are twenty proposed vacuum bay parking spots north of the car wash building. A 10' landscape buffer is shown along 36th Ave N.W.
- **FENCING:** Fencing is typically required between commercial and residentially used lots. A fence will not be required along the east property line for this development because the property line is located in the floodway.

- **IMPACTS:** This area of 36th Ave N.W. has been developed more in recent years. This commercial use will be compatible with the surrounding uses.

OTHER AGENCY COMMENTS:

- **PREDEVELOPMENT PD21-18 June 24, 2021**
No neighbors attended this meeting.
- **PUBLIC WORKS** This property is platted as Lot 3, Block 1, Prairie Creek Addition Section 5. Public improvements are in place: public sanitary sewer and water with fire hydrant. The site plan shows the required sidewalk adjacent to 36th Ave N.W. The applicant is reconstructing an existing alley on the east side of the property.

RECOMMENDATION: Staff forwards this request and O-2122-2 for City Council's consideration.

At their July 8, 2021 meeting, the Planning Commission unanimously recommended adoption of Ordinance O-2122-2, by a vote of 6-0.

O-2122-2

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 Southeast corner of 36th Avenue N.W. and Rock Creek Road)

- § 1. WHEREAS, Club Carwash Operating, L.L.C. has made application to have Special Use for an Automobile Service Station (Car Wash) on the property described below in the C-1, Local Commercial District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for an Automobile Service Station (Car Wash) in the C-1, Local Commercial District, for the following described property, to wit:

Lot Three (3), in Block One (1), of PRAIRIE CREEK ADDITION SECTION 5, an Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Said tract of land containing 1.7044 acres, more or less.

Ordinance No. O-2122-2

Page 2

§ 5. Further, pursuant to the provisions of Section 22:434.1 of the Code of the City of Norman, as amended, the following conditions are hereby attached to the zoning of the tract:

a. The site shall be developed in accordance with the Site Plan and supporting documentation submitted by the applicant and approved by the Planning Commission on July 8, 2021.

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

ADOPTED this _____ day of

NOT ADOPTED this _____ day of

_____, 2021.

_____, 2021.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

ORDINANCE NO. O-2122-2

ITEM NO. 7

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	Club Carwash Operating, L.L.C.
REQUESTED ACTION	Special Use for an Automobile Service Station (Car Wash)
EXISTING ZONING	C-1, Local Commercial District
SURROUNDING ZONING	North: C-1, Local Commercial District East: R-1, Single Family Dwelling District South: C-1, Local Commercial District West: C-1, Local Commercial District
LOCATION	Near the southeast corner of 36 th Avenue N.W. and Rock Creek Road (2331 36 th Ave. N.W.)
SIZE	1.7044 acres, more or less
PURPOSE	Car Wash
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Vacant East: Single Family Residential South: Fitness Center West: Commercial
LAND USE PLAN DESIGNATION	Commercial

SYNOPSIS: The applicant, Club Carwash Operating, L.L.C., is requesting Special Use for an Automobile Service Station (Car Wash) for a 1.7 acre property at 2331 36th Ave. N.W. The property is zoned C-1, Local Commercial District.

HISTORY: The subject property was rezoned from A-2, Rural Agricultural District, to C-1, Local Commercial District, in January 1984. Since that time, the fitness center to the south has been developed on the east side of 36th Ave N.W. and medical offices and other commercial uses have been developed on the west side of 36th Ave N.W.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to the Zoning Ordinance 22:434.1, Special Uses:

1. Conformance with applicable regulations and standards established by the Zoning Regulations.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.
6. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.

EXISTING ZONING: The property is currently zoned C-1, Local Commercial District. This district is intended for the conduct of retail trade and to provide personal services to meet the regular needs and for the convenience of the people of adjacent residential areas. The C-1 District requires Special Use approval for an Automobile Service Station.

ANALYSIS:

- Historically, applicants have been required to obtain special use for a car wash in the C-1, Local Commercial District. Car wash traffic and on-site activities mimic those of a service station so it has always been a good option to get Planning Commission and City Council review of the proposal. This special use will be for the car wash, not a service station that sells gas.
- **SITE PLAN** The proposed site plan for the property shows one access point off 36th Ave N.W. and one access point off W. Rock Creek Rd. These drives are shared access drives with the two parcels to the north. A public sidewalk will be installed along 36th Ave N.W. for this lot only. One building is proposed which will house the car wash. There are twenty proposed vacuum bay parking spots north of the car wash building. A 10' landscape buffer is shown along 36th Ave N.W.
- **FENCING** Fencing is typically required between commercial and residentially used lots. A fence will not be required along the east property line for this development

because the property line is located in the floodway.

- **IMPACTS** This area of 36th Ave N.W. has been developed more in recent years. This commercial use will be compatible with the surrounding uses.

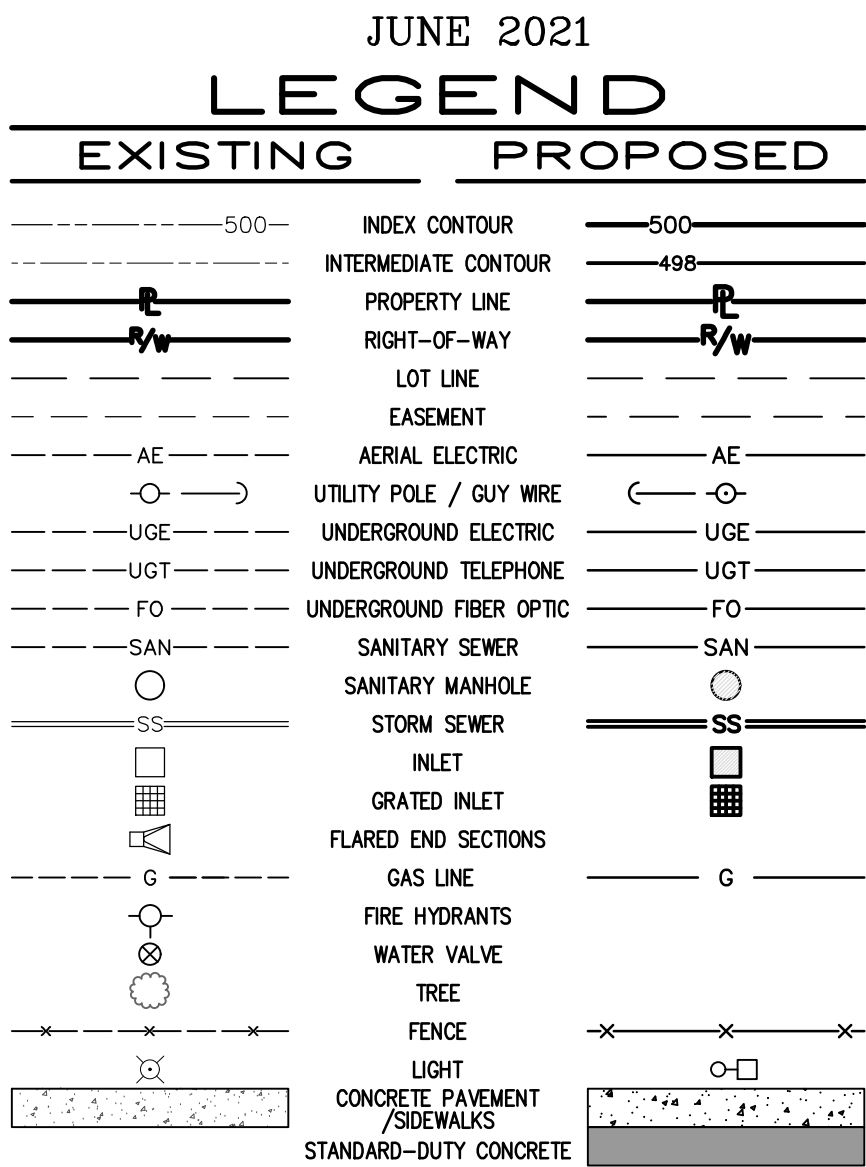
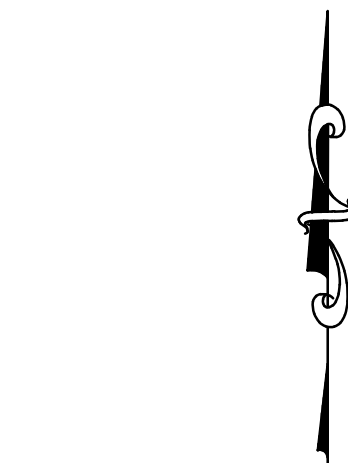
OTHER AGENCY COMMENTS:

- **PREDEVELOPMENT PD21-18** June 24, 2021

No neighbors attended this meeting.

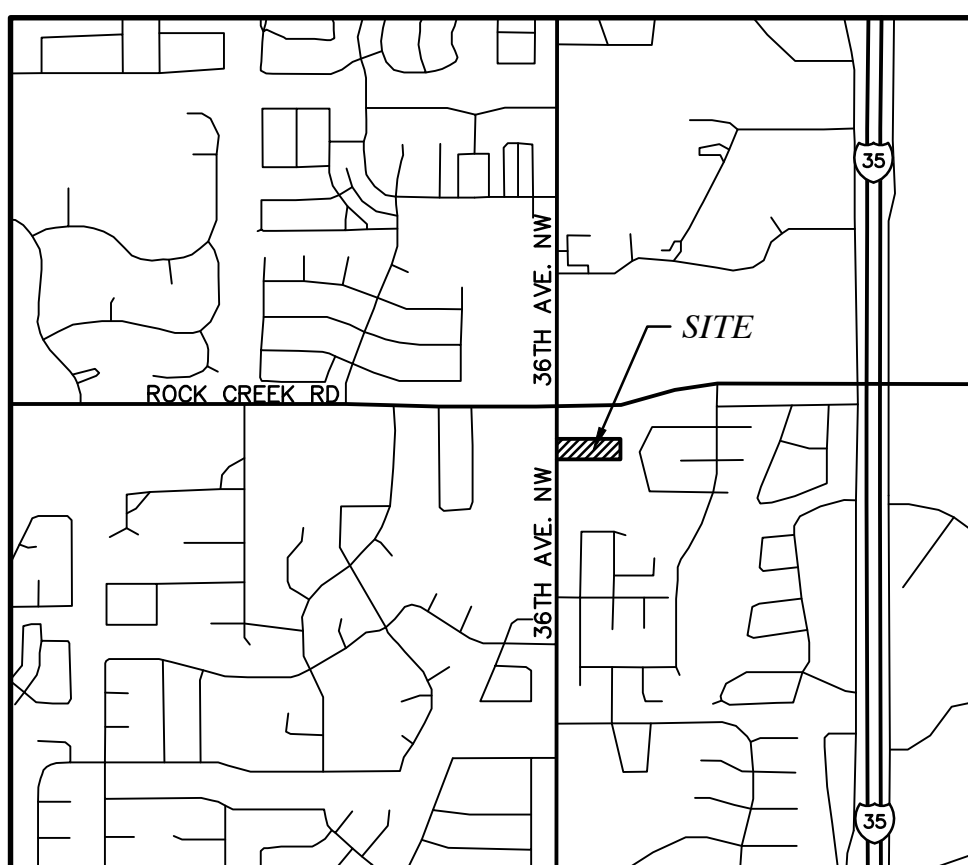
- **PUBLIC WORKS** This property is platted as Lot 3, Block 1, Prairie Creek Addition Section 5. Public improvements are in place: public sanitary sewer and water with fire hydrant. The site plan shows the required sidewalk adjacent to 36th Ave N.W. The applicant is reconstructing an existing alley on the east side of the property.

CONCLUSION: Staff forwards this request and O-2122-2 for Planning Commission's consideration.



- SITE PLAN NOTES**
1. THE SITE IS ZONED C-1 GENERAL COMMERCIAL
 2. BUILDING SETBACK REQUIREMENTS:
FRONT SETBACK: 25 FT.
SIDE SETBACK: 0 FT.
REAR SETBACK: 20 FT.
 3. BUILDING HEIGHT REQUIREMENT: 25' MAX. HEIGHT

<u>LOT DATA</u>	
LOT #1	1.61 AC. ±
LOT #2	1.43 AC. ±
LOT #3	1.74 AC. ±
<u>TOTAL</u>	<u>4.78 AC. ±</u>
<u>CARWASH PARKING DATA</u>	
VACUUM BAYS	20 SPACES
STANDARD SPACES	3 SPACES
ACCESSIBLE SPACES	1 SPACES
<u>TOTAL SPACES</u>	<u>24 SPACES</u>



LOCATION MAP
NO. SCALE

Applicant: Club Carwash Operating, LLC

Project Location: Near the SE corner of Rock Creek Road and 36th Avenue NW

Case Number: PD21-18

Time: 5:30 p.m.

Applicant/Representative

Kurtis Daniel, Cochran Engineering

Attendees

No neighbors attended this meeting.

City Staff

Brevin Ghoram, Planner I

Application Summary

The applicant is requesting a Special Use permit for an Automobile Service Station (Car Wash).

Neighbor's Comments/Concerns/Responses

No neighbors attended this meeting.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 8, 2021

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of July, 2021.

Notice and agenda of the meeting was posted at the Norman Municipal Building and online at <https://www.normanok.gov/your-government/public-information/agendas-and-minutes> at least twenty-four hours prior to the beginning of the meeting.

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

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Nouman Jan
Steven McDaniel
Erica Bird
Lark Zink
Dave Boeck
Sandy Bahan

MEMBERS ABSENT

Erin Williford
Mark Daniels
Michael Jablonski

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Ken Danner, Subdivision Development
Manager
Roné Tromble, Recording Secretary
Bryce Holland, Multimedia Specialist
Beth Muckala, Asst. City Attorney
David Riesland, Transportation Engineer
Jami Short, Traffic Engineer
Nathan Madenwald, Utilities Engineer

* * *

Item No. 7, being:

O-2122-2 – CLUB CARWASH OPERATING, L.L.C. REQUESTS SPECIAL USE FOR AN AUTOMOBILE SERVICE STATION (CAR WASH) FOR APPROXIMATELY 1.7044 ACRES OF PROPERTY ZONED C-1, LOCAL COMMERCIAL DISTRICT, GENERALLY LOCATED NEAR THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND ROCK CREEK ROAD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Preliminary Site Development Map
4. Pre-Development Summary

PRESENTATION BY STAFF:

1. Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes. One protest letter was received on this item, which represented 1.1% of the notification area.

PRESENTATION BY THE APPLICANT:

1. Kurt Daniels, Cochran Engineering, representing the applicant – It is just a tunnel car wash, so everything is inside. There are free vacuum bays – there are 20 bays with 1 handicapped. I would be happy to answer any questions. They would enter the tunnel from the east side and exit on the west side toward 36th Avenue.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Nouman Jan moved to recommend adoption of Ordinance No. O-2122-2 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-2122-2 to City Council, passed by a vote of 6-0.

File Attachments for Item:

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS: ADA CITIZENS ADVISORY COMMITTEE TERM: 08-10-21 TO 05-28-23: MARY PHARISS, WARD 1 TERM: 08-10-21 TO 05-28-23: MADISON PIERCE, WARD 2 BOARD OF ADJUSTMENT TERM: 08-10-21 TO 12-22-21: PATRICK SCHRANK, WARD 6 TERM: 08-10-21 TO 12-22-22: JAMES HOWARD, WARD 3 GREENBELT COMMISSION TERM: 08-10-21 TO 07-13-22: BRYAN BLOOM, WARD 4 TERM: 07-13-21 TO 07-13-24: GEORGE DOTSON, WARD 5 TERM: 07-13-21 TO 07-13-24: RACHEL SWANSON, WARD 8 BOARD OF PARKS COMMISSIONERS TERM: 08-10-21 TO 01-01-23: BILLY DAVISON, WARD 5 PUBLIC ART BOARD TERM: 06-30-21 TO 06-30-24: AMY JOHNSON, WARD 4 PUBLIC SAFETY OVERSIGHT COMMITTEE TERM: 08-10-21 TO 02-10-22: KYLE HURLEY, AT-LARGE



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

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

ADA CITIZENS ADVISORY COMMITTEE

TERM: 08-10-21 TO 05-28-23: MARY PHARISS, WARD 1

TERM: 08-10-21 TO 05-28-23: MADISON PIERCE, WARD 2

BOARD OF ADJUSTMENT

TERM: 08-10-21 TO 12-22-21: PATRICK SCHRANK, WARD 6

TERM: 08-10-21 TO 12-22-22: JAMES HOWARD, WARD 3

GREENBELT COMMISSION

TERM: 08-10-21 TO 07-13-22: BRYAN BLOOM, WARD 4

TERM: 07-13-21 TO 07-13-24: GEORGE DOTSON, WARD 5

TERM: 07-13-21 TO 07-13-24: RACHEL SWANSON, WARD 8

BOARD OF PARKS COMMISSIONERS

TERM: 08-10-21 TO 01-01-23: BILLY DAVISON, WARD 5

PUBLIC ART BOARD

TERM: 06-30-21 TO 06-30-24: AMY JOHNSON, WARD 4

PUBLIC SAFETY OVERSIGHT COMMITTEE

TERM: 08-10-21 TO 02-10-22: KYLE HURLEY, AT-LARGE

DISCUSSION:

Mary Phariss will replace Linn Blohm who is no longer eligible to serve; Madison Pierce will replace James Barnett who is no longer eligible to serve; Patrick Schrank will replace Mike Thompson who has resigned; James Howard will replace Rick Roberts who is no longer eligible to serve; Bryan Bloom will fill the unexpired vacancy left by Samantha Luttrell who has resigned; Kyle Hurley will replace Lea Greenleaf for the at-large position and Lea Greenleaf will continue to serve in the Ward 4 position; Billy Davison will fill the unexpired vacancy left by Buddy Dolan

who has resigned; and George Dotson, Rachel Swanson, and Amy Johnson are being reappointed.

File Attachments for Item:

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



Date: June 15, 2021

To: Darrel Pyle, City Manager

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

Subject: Contract K-1920-1 – Change Order No. 1
Project WA0242 Robinson Street Water Line Phase III

On July 14, 2020, the Norman Utilities Authority (NUA) approved Contract K1920-1 with Garney Companies, Inc. (Garney) for the construction of Project WA0242 – Robinson Street Water Line Phase III in the amount of \$1,978,875.00. The project will install approximately 6,800 linear feet 30-inch diameter water transmission main between Flood Ave. and 24th Ave. N.W. This line is part of a multi-phase project that, when complete, will increase system resiliency and redundancy by allowing for larger volumes of water to be pumped directly from the Norman Water Treatment Plant on East Robinson to the west side of Norman during times of high demand. This project also includes the replacement of 3,000 linear feet of 12-inch diameter water distribution mains and all appurtenant hydrants, meters and services along Robinson. These mains have reached the end of their useful lives and are prone to increasingly disruptive and costly breaks.

One of the 12" distribution mains being replaced, identified as Line 4 in the Contract Drawings, runs in front of the Westwood Golf Course, and, as a result, the project included the replacement two existing services and meters to the golf course. Prior to start of construction in front of Westwood, a field meeting convened with Garney, NUA, Design Engineer (Plummer), and staff from Westwood Golf Course to review and coordinate planned work. During this meeting, several revisions to the work were identified that would increase efficiency of NUA's operations going forward and/or address potential critical issues that were not previously identified until this site meeting. These revisions are as follows:

1. **Previously Unknown 2" Service Off Line 4:** The Contract Drawings show two water services, one 1/12" to Westwood Golf Course that were to be replaced when Line 4 was completed in front of the course. During the field meeting, Westwood staff identified a third, previously-unknown, 2-inch diameter service just west of the two known services which fed the irrigation for a portion of the course. This service must also be replaced when the new Line 4 along Robinson is placed into service.
2. **Revisions to Meters, Boxes, and Locations:** The Contract Drawings show the new service lines from Line 4 connecting to existing meters inside the fence line of Westwood Golf Course. After reviewing this layout, NUA determined that if all meters were, instead, installed outside the fence line they could be accessed at any time without entering Westwood Golf Course. This would allow for much more efficient reading, maintaining, repairing and/or replacing meters in the future

It was also noted that the contract called for the largest of the meters, the 4-inch, to be installed in a concrete vault with a hatch. NUA deemed a concrete vault to be excessive in this application as they typically specify only a rectangular, plastic meter box for 4-inch meters both because they are cheaper and because they are more accessible (hatches can only be unlocked with a special "key" which a meter reader or maintenance person would not typically carry and that can often be lost over time). Eliminating this vault and hatch and replacing it with a plastic one will allow for Line Item 29 to be deleted and its cost credited to the project.

3. **Revisions to 4-Inch Service at Westwood:** The Contract Drawings show the new 4-inch service from Line 4 connecting directly to the suction side of an existing irrigation pump station on the Westwood Golf Course. However, Westwood staff advised that they no longer needed pump station

office memorandum

to meet their irrigation needs and, in fact, it was no longer even operational. Since system pressure was sufficient to meet their needs, they simply allow system pressure to push water through pump station, past the decommissioned pumps, and out through the discharge piping to the irrigation system. Since the pump station is in a deteriorating condition, all parties agreed that this configuration could not safely be allowed to remain. Instead, the 4-inch service will be disconnected at the point where it turns toward the suction side of the pump station. The discharge piping will be disconnected at a similar point. Then, new 4-inch piping will be used to directly connect the suction and discharge piping, completely bypassing the pump station. Once station was bypassed, it will be demolished before it can deteriorate further and result in a potential nuisance or hazardous condition.

During the field meeting, NUA also observed that the 4-inch service eventually ended at an above-grade, blow-off adjacent to an irrigation pond. Per Westwood staff, this blow-off was sited so that, in an emergency and with appropriate permission, they could use the blow-off to fill their pond and irrigate the golf course. NUA noted several issues with the blow-off that would have to be addressed to avoid potential for future issues. First, the above grade portion of the blow-off will be replaced with a blow-off constructed of Schedule 80 PVC, which is much more durable than Schedule 40 PVC. In addition, a check valve will be added to the discharge and the bottom of the check valve will be set at a minimum of 16" above overflow elevation of pond. Finally, erosion protection must be installed at the discharge point as well.

Change Order No. 1 proposes to increase the Contract by \$33,076.80 or a total of 1.67% over the original Contract Price of \$1,978,875.00. This would result in a new Contract Total of \$2,011,951.80. Change Order No. 1 will also result in a 30-Calendar-Day time extension to the project, mostly to account for long lead times on some of the necessary construction materials. For Change Order No. 1, pursuant to Resolution R-1112-55 since the change order is less than \$40,000, the City Manager may approve this item and approval by the City Council is not required. Approval of Change Order No. 1 is hereby recommended.

cc: Ken Giannone, P.E., Capital Projects Manager
Nathan Madenwald, P.E., Utilities Engineer
Brenda Hall, City Clerk
File

NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE: June 1, 2021

CHANGE ORDER NO.: One (1)

CONTRACT NO.: K-1920-1

PROJECT: WA0242 - Robinson Water Line Replacement Phase III

CONTRACTOR: Garney Companies, Inc.
1700 Swift Street, Suite 200, North Kansas City, MO 64116

	<u>Contract Time</u>		<u>Contract Amount</u>	
ORIGINAL:	270	calendar days	\$1,978,875.00	
PREVIOUS CHANGE ORDERS:	0	calendar days	\$0.00	
THIS CHANGE ORDER:	30	calendar days	\$33,076.80	1.67%
REVISED AMOUNT:	300	calendar days	\$2,011,951.80	
ORIGINAL START DATE:	September 1, 2020			
ORIGINAL COMPLETION DATE:	May 29, 2021			
PREVIOUS COMPLETION DATE:	May 29, 2021			
NEW COMPLETION DATE:	June 28, 2021			

DESCRIPTION:	Increase / Decrease (\$)
CO 1.1 - Previously Unknown Existing 2" Service to Westwood Golf Course: Furnish and install new 2" service from Line 4 to previously-unknown, existing 2" irrigation system piping at Westwood Golf Course	\$1,100.00
CO 1.2 - Revisions to Meter, Boxes, and Locations: Relocate all existing and new meter boxes for Westwood Golf Course to a location between the existing sidewalk along Robinson and the fence line for the golf course to allow for easier and more efficient access to the meters for NUA staff.	\$5,921.50
CO 1.3 - Revisions to 4-Inch Service at Westwood Golf Course: Disconnect 4-inch diameter service to Westwood Golf Course at the point where it turns into the existing but decommissioned pump station, and reconnect it directly to the 4-inch discharge line from the pump station, completely bypassing the pump station. Once station is bypassed, demolish pump station, and restore entire area as per Westwood staff. At 4-inch blow-off, replaced above grade portion of blow off with Schedule 80 PVC and a "duckbill" style check valve. Bottom of check valve should be installed at minimum 16" above overflow elevation of pond. At blow-off, furnish and install articulated block for erosion control.	\$26,055.30
Garney Companies, Inc. agrees to complete the work as amended and modified by Change Order No. 1 as described above.	

SUBMITTED BY
CONTRACTOR:

Garney Companies, Inc.

Date: 6/16/2021

RECOMMENDED BY
ENGINEER:

Chris Ferguson, PE, Plummer

Date: 6/16/21

APPROVED AS TO FORM
AND LEGALITY:

City Attorney

Date: 6/18/21

ACCEPTED BY
NORMAN UTILITIES AUTHORITY:

City Manager

Date: 6-28-21

Change Order No. 1 Contract K-1920-1			Attachment 1			Page 2 of 2		
BID ITEMS:								
Bid Item	Description	Units	Original Contract Quantity	Unit Price	Original Contract Amount	Proposed Quantity Increase/ Decrease	Cost Increase / Decrease	Percent Change
1	4-inch C900 PVC DR18 Water Pipe by Open Cut	LF	20	\$51.00	\$1,020.00	60.00	\$3,060.00	300.00%
2	6-inch C900 PVC DR18 Water Pipe by Open Cut	LF	30	\$59.00	\$1,770.00	60.00	\$3,540.00	200.00%
5	4-inch MJ Gate Valve with Valve Box	EA	1	\$850.00	\$850.00	2.00	\$1,700.00	200.00%
11	6-inch 90° MJ Bend	EA	1	\$170.00	\$170.00	2.00	\$340.00	200.00%
18	6-inch x 4-inch MJ Concentric Reducer	EA	1	\$120.00	\$120.00	1.00	\$120.00	100.00%
29	Meter Vault and Connection at Line 4, STA 11+74.52	EA	1	\$5,000.00	\$5,000.00	-1.00	-\$5,000.00	-100.00%
B27	Remove and Replace Concrete Sidewalk	SY	230	\$70.00	\$16,100.00	45.00	\$3,150.00	19.57%
					Original Contract Amount =	Total Additional Bid Items =	\$6,910.00	
CHANGE ORDER PAY ITEMS								
CO 1.1	Previously Unknown, Existing 2" Service	Lump Sum	0	\$1,100.00	\$0	1.00	\$1,100.00	N/A
CO 1.2	Revisions to Meters, Boxes and Locations	Lump Sum	0	\$7,771.50	\$0	1.00	\$7,771.50	N/A
CO 1.3	Revisions to 4" Service at Westwood Golf Course	Lump Sum	0	\$17,295.30	\$0	1.00	\$17,295.30	N/A
CO 2	N/A		0	\$0.00	\$0	0.00	\$0.00	N/A
CO 3	N/A		0	\$0.00	\$0	0.00	\$0.00	N/A
CO 4	N/A		0	\$0.00	\$0	0.00	\$0.00	N/A
CO 5	N/A		0	\$0.00	\$0	0.00	\$0.00	N/A
SUBTOTAL					\$0		\$26,166.80	1.32%
Original Contract Amount					\$1,978,875.00			
Change Order No. 1					\$33,076.80	1.67%		
Change Order No. 2					\$0.00	0.00%		
Revised Contract Amount					\$2,011,951.80			



1700 Swift Street, Suite 200, Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

City of Norman
201 W. Gray St.
Norman, OK 73069

05/21/2021

Attn: Ken Giannone

Re: Robinson Waterline Replacement Phase III – Line 04 Revisions/Additional Scope

Dear Mr. Giannone,

Please see below and attached for the costs and lead times for the options proposed as they regard to the change in scope referenced in the attached mark-ups for Line 4 for project WA0242I – Robinson Waterline Replacement, Phase III.

- Line 4 Revision and Additional Scope: Move location of new smaller meter box outside of golf course fencing, demolition/removal/backfill of existing 19'x19' pump structure, addition of articulated concrete block at discharge in pond, raise discharge to above historical flood stage, duck-bill check valve at discharge, and to include all materials and labor to complete.
 - \$26,166.80
- Line 4 Revision Additional Quantities: Additional quantities of materials to be billed against existing quantities in the Base Bid and Bid Alternate 2 to include PVC pipe, fittings, remove/replace sidewalk, and to include all materials and labor to complete.
 - \$6,910.00
- Additional Time Request: Contractor would request an additional 30 days of contract time to allow for lead times, construction time, and potential weather days.

This proposal represents the direct cost of the referenced work only. If additional work is required as a result of this change due to circumstances outside of Garney's control, this will be discussed and addressed under a separate cover.

Sincerely,

GARNEY COMPANIES, INC.

A handwritten signature in black ink, appearing to read "Brian Shearer", written over a horizontal line.

Brian Shearer
Project Manager

Labor	Base Rate Inc. Incent.	Fixed Cost/Job/Item/Package	Direct Jobsite Fringes	Total Regular Time Costs	Total Over Time Costs	Total Regular Time Hours	Total Over Time Hours	EXTENDED COST
Sr. Project Manager	\$84.13	\$	\$5.35	\$	\$176.87	\$	0.00	\$
Project Manager	\$60.10	\$	\$1.01	\$	\$122.26	\$	0.00	\$
Asst Project Manager (Sr. PE)	\$43.27	\$	\$0.97	\$	\$89.55	\$	0.00	\$
Project Engineer	\$33.65	\$	\$2.23	\$	\$82.23	\$	0.00	\$
Field Engineer	\$33.65	\$	\$2.17	\$	\$82.17	\$	0.00	\$
Safety Manager	\$48.08	\$	\$3.78	\$	\$116.65	\$	0.00	\$
Estimator	\$36.46	\$	\$6.04	\$	\$74.39	\$	0.00	\$
Superintendent	\$48.08	\$	\$3.81	\$	\$116.68	\$	0.00	\$
Asst. Superintendent	\$40.87	\$	\$2.51	\$	\$97.69	\$	0.00	\$
Foreman (Job Foreman)	\$33.94	\$	\$2.34	\$	\$82.17	\$	120.56	\$
Equipment Operator	\$31.22	\$	\$3.72	\$	\$65.97	\$	98.95	\$
Equipment Operator	\$31.22	\$	\$3.72	\$	\$65.97	\$	98.95	\$
Equipment Operator	\$31.22	\$	\$3.72	\$	\$65.97	\$	98.95	\$
Pipe Layer	\$29.87	\$	\$2.91	\$	\$63.52	\$	95.29	\$
Laborer	\$24.10	\$	\$9.47	\$	\$53.13	\$	79.69	\$
Laborer	\$24.10	\$	\$9.47	\$	\$53.13	\$	79.69	\$
Laborer	\$24.10	\$	\$9.47	\$	\$53.13	\$	79.69	\$
Laborer	\$24.10	\$	\$9.47	\$	\$53.13	\$	79.69	\$
TOTALS								\$

To correctly quantify the cost of equipment on the time and materials works, you must determine the duration of the extra work (Hours, Days, Weeks or Months). Then enter the appropriate quantity in its associated column. Enter the actual Operating Hours the equipment was utilized during the works. The sum of the time the equipment is on site plus the actual utilization time will net in the total cost per equipment. (RATES FROM RENTAL RATE BLUE BOOK FOR CONSTRUCTION EQUIPMENT)

Equipment	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Cost/Hr	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
CAT 390 Excavator	\$ 290.00	\$ 1,935.00	\$ 7,740.00	\$ 27,650.00	\$ 180.35	0.00	0.00	0.00	0.00	0.00	\$ -
CAT 349 Excavator	\$ 215.00	\$ 1,420.00	\$ 5,685.00	\$ 20,295.00	\$ 120.89	0.00	0.00	0.00	0.00	0.00	\$ -
CAT 336 Excavator	\$ 165.00	\$ 1,110.00	\$ 4,440.00	\$ 15,860.00	\$ 83.46	0.00	0.00	0.00	0.00	0.00	\$ -
CAT 330 Excavator						0.00	0.00	0.00	0.00	0.00	\$ -
DEERE 844 Loader	\$ 84.00	\$ 425.00	\$ 1,695.00	\$ 6,055.00	\$ 47.95	0.00	0.00	0.00	0.00	0.00	\$ -
DEERE 624 Loader	\$ 68.00	\$ 455.00	\$ 1,815.00	\$ 6,485.00	\$ 35.92	0.00	0.00	0.00	0.00	0.00	\$ -
CAT D8 Dozer	\$ 205.00	\$ 1,355.00	\$ 5,425.00	\$ 19,375.00	\$ 100.25	0.00	0.00	0.00	0.00	0.00	\$ -
CAT D6 Dozer	\$ 125.00	\$ 840.00	\$ 3,360.00	\$ 12,020.00	\$ 65.15	0.00	0.00	0.00	0.00	0.00	\$ -
CAT D4 Dozer	\$ 80.00	\$ 490.00	\$ 1,960.00	\$ 7,070.00	\$ 29.90	0.00	0.00	0.00	0.00	0.00	\$ -
DEERE 420 Backhoe	\$ 48.00	\$ 320.00	\$ 1,280.00	\$ 4,590.00	\$ 23.91	0.00	0.00	0.00	0.00	0.00	\$ -
Sheepsfoot Compactor	\$ 48.00	\$ 320.00	\$ 1,280.00	\$ 4,590.00	\$ 19.40	0.00	0.00	0.00	0.00	0.00	\$ -
Pick-up Truck	\$ 10.00	\$ 94.00	\$ 376.00	\$ 1,310.00	\$ 8.81	0.00	0.00	0.00	0.00	0.00	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	0.00	0.00	0.00	0.00	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	0.00	0.00	0.00	0.00	\$ -
TOTALS						0.00	0.00	0.00	0.00	0.00	\$ -

Materials	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTALS						\$ -

Subcontractor	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Cimarron Construction		Previously Unknown Existing Service	1	LS	\$ 1,100.00	\$ 1,100.00
Cimarron Construction		Revisions to Meters, Boxes and Locations	1	EA	\$ 7,771.50	\$ 7,771.50
Cimarron Construction		Revisions to 4" Service at Westwood	1	EA	\$ 17,295.30	\$ 17,295.30
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
TOTALS						\$ 23,788.00

Summary:	TOTALS
Direct Cost of Labor	\$ -
Direct Cost of Equipment	\$ -
Direct Cost of Materials	\$ -
Cost of Subcontractor	\$ 23,788.00
Contractors Fee	\$ 2,378.80
Subtotal	\$ 26,166.80
Amendment to Additional Bid Items in Contract	\$ 6,910.00
TOTAL COST	\$ 33,076.80

Revisions to Line Item Quantities

Bid Item	Description	Units	Original Contract Quantity	Original Contract Unit Price	Original Contract Amount	Proposed Quantity Increase/Decrease	Cost Increase / Decrease
1	4-inch C900 PVC DR18 Water Pipe by Open Cut	LF	20	\$51.00	\$1,020.00	60.00	\$3,060.00
2	6-inch C900 PVC DR18 Water Pipe by Open Cut	LF	30	\$59.00	\$1,770.00	60.00	\$3,540.00
5	4-inch MJ Gate Valve with Valve Box	EA	1	\$850.00	\$850.00	2.00	\$1,700.00
11	6-inch 90° MJ Bend	EA	1	\$170.00	\$170.00	2.00	\$340.00
18	6-inch x 4-inch MJ Concentric Reducer	EA	1	\$120.00	\$120.00	1.00	\$120.00
29	Meter Vault and Connection at Line 4, STA 11+74.52	EA	1	\$5,000.00	\$5,000.00	-1.00	-\$5,000.00
B27	Remove and Replace Concrete Sidewalk	SY	230	\$70.00	\$16,100.00	45.00	\$3,150.00
Total Line Item Revisions =							\$6,910.00

File Attachments for Item:

5. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A NOTICE OF INTENT TO APPLY FOR EMERGENCY SOLUTIONS GRANT CORONA RELIEF 2 FUNDING IN THE AMOUNT OF \$400,000 FROM THE OKLAHOMA DEPARTMENT OF COMMERCE FOR THE OPERATION OF THE CITY OF NORMAN EMERGENCY SHELTER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Lisa Krieg, CDBG Grants Planner

PRESENTER: Lisa Krieg, CDBG Grants Planner

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A NOTICE OF INTENT TO APPLY FOR EMERGENCY SOLUTIONS GRANT CORONA RELIEF 2 FUNDING IN THE AMOUNT OF \$400,000 FROM THE OKLAHOMA DEPARTMENT OF COMMERCE FOR THE OPERATION OF THE CITY OF NORMAN EMERGENCY SHELTER.

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 Emergency Solutions Grant formula to all Continuum of Care entities in Oklahoma. The Norman/Cleveland County Continuum of Care (OK 504) was awarded a total of \$1,080,002 from the ESG-CR2 allocation. These funds were distributed to the Oklahoma Department of Commerce by the US Department of Housing and Urban Development.

The Norman/Cleveland County Continuum of Care determined the funding be allocated as follows: City of Norman Emergency Shelter \$400,000; Food and Shelter, Inc. \$430,002; and Thunderbird Clubhouse \$250,000.

DISCUSSION:

The shelter was initially operated in the old library as a winter warming shelter for the 2019-2020 season funded entirely by the City of Norman. With the 2020-2021 season the City of Norman has received to date a total of \$188,502 from the ESG CR1 allocation for the operation of the shelter. The shelter operation was initially extended to June 30, 2021 and then a determination was made to operate the shelter year around with an appropriation of \$80,000 by the Norman City Council on June 8, 2021. This action allowed for the appropriation of funding to bridge the gap between the availability of ESG-CR grant funds.

This ESG-CR2 application covers the continuation of the emergency, low-barrier, housing focused overnight shelter located at 325 E. Comanche, Norman, OK. The amount requested is \$400,000 for the time frame of September 1, 2021 to August 31, 2022. This is the only temporary, low barrier emergency shelter throughout the City of Norman and Cleveland County.

Approval of subsequent contract from the Oklahoma Department of Commerce and appropriation of funding will be on the City Council Agenda at a later date.

RECOMMENDATION:

Approval of the submittal of an application in the amount of \$400,000 to the Oklahoma Department of Commerce for the Emergency Solutions Grant CR2 Program.

File Attachments for Item:

6. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2021-11: FOR LOT 3, BLOCK 1, SMOKING OAK 2 ADDITION, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (1715 SMOKING OAK DRIVE)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Beth Muckala, Assistant City Attorney

PRESENTER: Beth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2021-11: FOR LOT 3, BLOCK 1, SMOKING OAK 2 ADDITION, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (1715 SMOKING OAK DRIVE)

BACKGROUND:

An encroachment request has been filed in the office of the City Clerk by property owner, Laura Hudgens of the Laura McCall-Hudgens Family Trust, for a Consent to Encroach into utility easements at the above-described property. This item previously received approval by the Board of Adjustment on April 28, 2021, to allow five (5) square feet of an addition to the existing house to extend into the 20' rear yard setback at the northeast corner of the house. The encroachment request concerns other structures on the property.

DISCUSSION:

The application for the Consent to Encroachment concerns the encroachment upon City of Norman and Norman Utilities Authority (NUA) utility easements for an existing accessory building, existing pool patio pavement, and the expansion of the paved driveway. The owner is requesting that the existing accessory building, existing pool patio pavement, and the expansion of the paved driveway be allowed to encroach upon the existing utility easements located across the north and east side of the property.

A platted 10-foot utility easement exists along the north and east property lines and will be encroached upon for the existing accessory building, the existing pool patio pavement, and the expansion of the paved driveway. An 8-inch sanitary sewer line is located within this easement.

The applicants have obtained a response from Oklahoma Gas & Electric who indicated that they have facilities located in the easement however they are not opposed to the encroachment so long as the owner abides by the certain requirements as indicated in #6 below. Cox Communications has also indicated that they have facilities located in the easement and they also do not oppose the encroachment so long as they are contacted should said facilities need to be relocated. Oklahoma Electric Cooperative did not indicate that it had existing facilities in the easement and they are not opposed to the encroachment. Oklahoma Natural Gas and AT&T were provided with sufficient notice of the encroachment request but neither provided a

response.

Staff has reviewed the application and the “hold harmless” clauses. From a legal perspective, it protects the City’s and the NUA’s concerns with respect to damage to the property owners’ property should the City and the NUA or other authorized entity be required to perform work within its easement. There are some conditions applied to this Consent to Encroachment as listed below:

1. The property owner(s), and property owners’ heirs, successors, or assigns (hereafter collectively the “Owner Parties”) will be responsible for the cost to repair any damages to the City’s utilities or infrastructure caused by any excavation, piercing or other construction activities conducted by the Owner Parties or their agents;
2. The Owner Parties will be required to apply for and receive any applicable permits prior to commencing work;
3. The Owner Parties will be responsible for the cost the City and the NUA incurs to remove any accessory building, swimming pool, paving, curb, landscaping, retaining wall, and/or any other item if needed to maintain or repair NUA facilities;
4. The Owner Parties will be responsible for the cost to repair or replace any accessory building, swimming pool, paving, curb, landscaping, retaining wall, or any other item after such repair;
5. The Owner Parties will waive and release any claims against the City and the NUA for any damages to the residence and related improvements caused by failure or repair and maintenance of the City’s and the NUA’s utilities within the easement area;
6. Cox Communications does not oppose the encroachment so long as Owner Parties contact OKIE811 location services prior to any work. Oklahoma Gas & Electric also does not oppose the encroachment so long as Owner Parties take into consideration to not disturb their above and below ground facilities. Oklahoma Electric Cooperative also does not object;
7. By encroaching on said easements, the Owner Parties release Cox Communications, Oklahoma Gas & Electric, Oklahoma Natural Gas, Oklahoma Electric Cooperative, and AT&T for any damages caused by any excavation by these utility companies for purposes of maintaining or replacing the City’s and the NUA’s utility facilities within the easement areas; and
8. Damages to Cox Communications, Oklahoma Gas & Electric, Oklahoma Natural Gas, Oklahoma Electric Cooperative, and AT&T facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The benefit of having the consent to encroach on file is that it is evidence of the property owners’ understanding that, while the City and the NUA is allowing them to encroach upon the easements, the City and the NUA are not liable and will not be responsible for damage to the property owners’ property in the event maintenance has to be performed within the easements.

All necessary City departments have responded on this item and have no objection to the proposed Consent Agreement and Covenant, with the conditions stated therein. Please note that this Consent Agreement and Covenant concerns only the City's consent to encroach where a project is otherwise permissible under City Code. Further evaluation will occur once such an application has been submitted by applicant relating to this project.

RECOMMENDATION:

Based upon the above and foregoing, the City Attorney's office is forwarding the above Consent to Encroach, EN-2021-11, for Council consideration.

CONSENT AGREEMENT AND COVENANT

Consent to Encroachment No. EN-2021-11

WHEREAS, the City of Norman and the Norman Utilities Authority (NUA), Cleveland County, are in possession of a utility easements on the land described as follows, to-wit:

Lot 3, Block 1, Smoking Oak 2 Addition, City of Norman, Cleveland
County, Oklahoma (1715 Smoking Oak Drive)

AND WHEREAS, the owner(s) of the above-described property requests that the existing accessory building, existing pool patio pavement, and the expansion of the paved driveway be allowed to encroach upon existing utility easements;

AND WHEREAS, the City and the NUA have been requested to consent in writing to the existing accessory building, existing pool patio pavement, and the expansion of the paved driveway being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said existing accessory building, existing pool patio pavement, and the expansion of the paved driveway being within and upon the utility easements with the following conditions:

1. The property owner(s), and property owners' heirs, successors, or assigns (hereafter collectively the "Owner Parties") will be responsible for the cost to repair any damages to the City's utilities or infrastructure caused by any excavation, piercing or other construction activities conducted by the Owner Parties or their agents;
2. The Owner Parties will be required to apply for and receive any applicable permits prior to commencing work;
3. The Owner Parties will be responsible for the cost the City and the NUA incurs to remove any accessory building, paving, curb, landscaping, retaining wall, and/or any other item if needed to maintain or repair NUA facilities;
4. The Owner Parties will be responsible for the cost to repair or replace any accessory building, paving, curb, retaining wall, landscaping or any other item after such repair;
5. The Owner Parties will waive and release any claims against the City and the NUA for any damages to the residence and related improvements caused by failure or repair and maintenance of the City's and the NUA's utilities within the easement areas;
6. Cox Communications does not oppose to the encroachment so long as Owner Parties contact OKIE811 location services prior to any work. Oklahoma Gas & Electric also does not oppose to the encroachment so long as Owner Parties take into consideration to not disturb their above and below ground facilities. Oklahoma Electric Cooperative also does not object;
7. By encroaching on said easements, the Owner Parties release Cox Communications, Oklahoma Gas & Electric, Oklahoma Natural Gas, Oklahoma Electric Cooperative, and

AT&T for any damages caused by any excavation by these utility companies for purposes of maintaining or replacing the City's and the NUA's utility facilities within the easement areas; and

8. Damages to Cox Communications and Oklahoma Gas & Electric facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The consent is limited to the existing accessory building, existing pool patio pavement, and the expansion of the paved driveway as indicated in the application being located within the utility easements and the City does not authorize or consent to the construction or location of any other structure of a permanent nature within the easements. Further, this Consent is given with the understanding that the Owner Parties are responsible for any and all direct and consequential damages resulting from the granting of this consent with entry to or upon the existing utility easements as required at any time in the future.

The City and the NUA, or any other entity so authorized, shall not be held responsible for any and all direct or consequential damages to encroaching improvements resulting from entry, by the City and the NUA, or any other entity so authorized, upon said utility easements, for any purpose associated with the maintenance, construction, relocation, etc. of any utility located within the said easements.

This Consent carries with it obligations and benefits affecting the land, and constitutes a covenant running with the land, shall be binding upon the Owner Parties, and any heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this consent this 10th day of August, 2021.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

Mayor

Deputy City Clerk

OWNER

By: _____
Laura McCall Hudgens, Trustee of the
Laura McCall Hudgens Family Trust

DATE: June 30, 2021

TO: Kathryn Walker, City Attorney
 Rone Tromble, Administrative Technician IV
 Ken Danner, Subdivision Manager
 Chris Mattingly, Director of Utilities
 Jane Hudson, Director of Planning and Community Development

FROM: Brenda Hall, City Clerk

BH

SUBJECT: Request for Consent to Encroachment No. 2021-11

I am in receipt of an encroachment request for permission to encroach on a twenty (20) foot rear yard setback located in Lot 3, Block 1, Smoking Oak 2 Addition, a/k/a 1715 Smoking Oak Court, for extension of the driveway, concrete deck around the pool, and an existing outbuilding. The application fee has been paid. After the information has been received from the Planning Department, Public Works Department, and Utilities Department and a determination has been made on whether to recommend approval or denial, please forward your recommendation and Consent to Encroachment Form, if needed, to my office in order that it may be scheduled as an agenda item.

This item will be scheduled as an agenda item on August 10, 2021, and the information must be received in my office by August 2, 2021. If there is a problem in meeting that timeframe, please advise.

smr
 attachments



office memorandum

Chesley Potts

From: Mark Krittenbrink
Sent: Wednesday, June 30, 2021 11:01 AM
To: Chesley Potts
Subject: FW: Hudgens Residence | 1715 Smoking Oak Court, Norman
Attachments: K1520_A001 - COVER SHEET SITE PLAN ROOF PLAN-A001.pdf

From: Mark Krittenbrink
Sent: Thursday, June 17, 2021 10:01 AM
To: CityClerk@NormanOK.gov
Cc: Erin Rosas <erin@karc-llc.com>; Barry Law (builtbylaw@gmail.com) <builtbylaw@gmail.com>; Laura Hudgens (lauramchudgens@yahoo.com) <lauramchudgens@yahoo.com>
Subject: Hudgens Residence | 1715 Smoking Oak Court, Norman

Brenda,

This letter is to serve as our request to encroach on the 20' rear yard setback at the above referenced property.

There are three requests.

- 1) Extending the driveway
- 2) The concrete deck around the pool
- 3) The existing out building

We have established utility placement and there is no conflict.

This request is the suggestion of Ken Danner.

Attached is a site plan identifying these 3 items.

Let me know what our next step is please.

Thanks, Mark



MARK KRITTENBRINK, AIA
President / Principal Architect

119 W. Main Street
 Norman, OK 73069

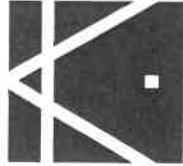
FILED IN THE OFFICE
 OF THE CITY CLERK
 ON 6/30/21

p: 405-579-7883
e: mark@karc-llc.com
www.krittenbrinkarchitecture.com

Item 6.

HUDGENS RESIDENCE

NORMAN, OKLAHOMA



PROJECT DATA

OWNER: DAVID & LAURA HUDGENS
1715 SMOKING OAK CT
NORMAN, OK
OWNERS CELL: LAURA HUDGENS - (405) 811-4433
EMAIL: laura@krittenbrink.com

PROJECT ADDRESS:
1715 SMOKING OAK CT
NORMAN, OK 73072

LEGAL DESCRIPTION:
SMOKING OAK 2 LOTS 3 & 4

ZONING:
RESIDENTIAL

ARCHITECT: Krittenbrink Architecture, LLC
Mark S. Krittenbrink
201 West Street, Suite 200
Norman, Oklahoma 73069
(405) 579-7553
(741) 242-4545

CONTRACTOR: LAW CONSTRUCTION

CONTACT: BARRY LAW
OFFICE: (405) 840-4112
CELL: (405) 849-1118

DEVELOP FOOTAGE:	
EXISTING FIRST FLOOR:	3,724 SQFT
ADDITION FIRST FLOOR:	540 SQFT
TOTAL:	4,264 SQFT
EXISTING FINISH:	846 SQFT
ADDITION FINISH:	398 SQFT
TOTAL FINISH:	1,244 SQFT
LOT SIZE:	1 ACRE (43,560 SQFT)

WALK LOT COVERAGE:	
TOTAL BUILDING COVERAGE:	4,264 SQFT
TOTAL FINISH COVERAGE:	1,244 SQFT
TOTAL LOT COVERAGE:	7,507 SQFT
PERCENTAGE BUILDING COVERAGE:	1%
PERCENTAGE FINISH COVERAGE:	1%

DRAWING INDEX

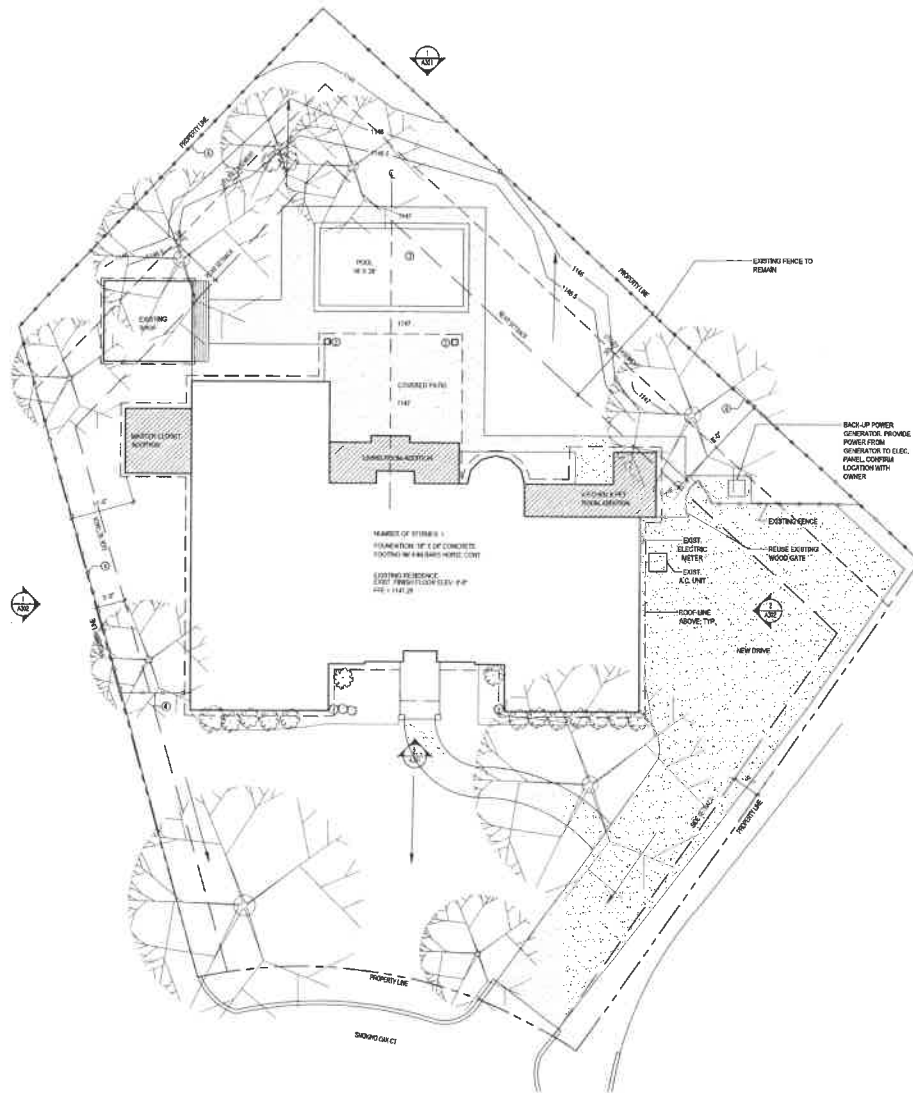
A-001	COVER SHEET, SITE PLAN, ROOF PLAN, AND DEMOLITION PLAN
A-101	DEMOLITION FLOOR PLAN
A-201	FLOOR PLAN
A-202	REFLECTED CEILING AND POWER PLAN
A-203	ROOF PLAN
A-301	EXTERIOR ELEVATIONS
A-302	EXTERIOR ELEVATIONS
I-101	INTERIOR ELEVATIONS
I-102	INTERIOR ELEVATIONS
F-101	FOUNDATION PLAN

GENERAL NOTES

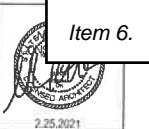
- THIS PROJECT'S DESIGN AND CONSTRUCTION DOCUMENTS, IN PART OR IN TOTAL, SHALL NOT BE USED FOR ANY PROJECT OTHER THAN THIS PROJECT, UNLESS AGREED TO IN WRITING BY THIS PROJECT'S ARCHITECT.
- ALL CONSTRUCTION SHALL MEET ALL APPLICABLE NATIONAL, STATE, AND LOCAL BUILDING CODES, LATEST EDITIONS AS WELL AS SPECIAL ORDINANCES AND/OR REGULATIONS.
- DO NOT SCALE OFF PLANS!
- CALL ONE (405) 432-4545 FOR EXACT LOCATION OF ALL UTILITIES PRIOR TO START OF CONSTRUCTION.
- THE CONTRACTOR SHALL VISIT THE SITE AND CONFIRM THE EXISTING CONDITIONS WITH WHICH HIS/HER/IT MUST WORK. IF DISCREPANCIES ARE FOUND THAT DIFFER FROM THE PLANS, HIS/HER/IT MUST NOTIFY THE ARCHITECT IN WRITING PRIOR TO THE END OF WORK AND IN TIME FOR THE ARCHITECT TO ISSUE AN ADDENDUM. TO ARRANGE ACCESS TO THE BUILDING AREA, CONTACT THE CONTRACTING OFFICE REPRESENTATIVE.
- WHEN THERE ARE CONFLICTS BETWEEN ANY SECTIONS OF THE SPECIFICATIONS OR THE PLANS OR BETWEEN THE PLANS AND SPECIFICATIONS, THE MOST STRICT SHALL APPLY. THE MORE STRICT REQUIREMENT SHALL BE INTERPRETED TO BE THE MORE EXIGENT METHOD UNLESS DIRECTED BY THE ARCHITECT.
- NO WORK SHALL BE STARTED AT THE SITE UNTIL SHOP DRAWINGS AND SUBMITTALS FOR THE WORK ARE REVIEWED AND APPROVED BY THE ARCHITECT.
- WHEN LAYOUT IS COMPLETE, THE CONTRACTOR SHALL GIVE THE ARCHITECT 48 HOURS PRIOR NOTICE THAT HE IS READY FOR INSPECTION. CONTRACTOR SHALL GIVE THE ARCHITECT 48 HOURS PRIOR NOTICE FOR THE INSPECTION OF ANY MATERIAL OF WORK TO BE COVERED OR HIDDEN FROM VIEW.
- PROVIDE EMERGENCY FIRE EXTINGUISHERS READILY AVAILABLE AND PROPERLY MAINTAINED AS PER LOCAL FIRE PROTECTION REGULATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING PROPER SAFETY PRECAUTIONS IN COMPLETING THE WORK.
- REVIEW ANY CONFLICTS OR POTENTIAL PROBLEMS WITH THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK. IF WORK IS IN PROGRESS WHEN CONFLICTS OR PROBLEMS ARE DISCOVERED, STOP WORK ON THE AREA IN QUESTION UNTIL A SOLUTION HAS BEEN WORKED OUT WITH THE ARCHITECT OR OWNER.
- THE PROFESSIONAL SERVICES OF THE ARCHITECT ARE UNDERTAKEN FOR AND ARE PERFORMED BY THE INTEREST OF THE OWNER AT THE SITE SHOWN ON THE PLANS AND IN THE SPECIFICATIONS ONLY. NO CONTRACTUAL OBLIGATION IS ASSUMED BY THE ARCHITECT FOR THE BENEFIT OF ANY OTHER PERSONS INVOLVED IN THE PROJECT.
- REMOVE EXISTING LANDSCAPE AS NEEDED TO ACCOMMODATE NEW ADDITION.
- REMOVE EXISTING PATIO AS NEEDED TO ACCOMMODATE NEW ADDITION.
- HARVEST EXISTING STONE PRIOR TO DEMOLITION, SAVE FOR RE-USE ON ADDITION.

KEY NOTES

- NEW CONCRETE TERRACE, RE: FOUNDATION PLAN
- NEW WOOD COLUMNS, RE: DETAIL 3.101
- NEW POOL
- EXISTING FENCE
- NEW CONCRETE SIDEWALK



1 SITE PLAN



KRITTENBRINK
Architecture LLC
ARCHITECTURE
PLANNING
INTERIORS
110 W MAIN ST
NORMAN, OK 73069
405.579.7553
FAX 405.232.9645

HUDGENS RESIDENCE ADDITION/REMODEL
DAVID AND LAURA HUDGENS
1715 SMOKING OAK CT.
NORMAN, OK 73072
COVER SHEET, SITE PLAN & ROOF PLAN

REVISIONS		
No.	Date	Issue

PRIMARY ISSUE		
No.	Date	Issue
1	2.25.2021	PERMIT ISSUE
2	2.25.2021	ISSUED FOR BIDDING
3	2.25.2021	FOR CONSTRUCTION

Date	05.24.2021
Drawn by	DB MLK
Job Number	K1520
	A001



TO: Brenda Hall, City Clerk

FROM: Jane Hudson, Director of Planning & Community Development

DATE: July 27, 2021

SUBJECT: Consent to Encroach – No. 2021-11
Block 1, Lot 3, Smoking Oak 2 Addition
1715 Smoking Oak Court

The lot located at the subject address has a platted 5' Drainage Easement on the south side and a 10' Utility Easement located on the north and east sides of the lot. The owner is requesting consent to encroach into the platted easements with a portion of the decking for the swimming pool, extension of a driveway and an existing storage building.

This applicant already submitted to Board of Adjustment for a variance to the rear yard setback and received approval from Board of Adjustment to construct additions onto the house. The impervious area requirements should still be under the required maximum coverage of 65% with the addition of the swimming pool and associated decking and the expansion of the driveway. However, staff will verify all coverage requirements with any future permit applications.

Planning and Community Development Staff does not oppose the encroachments as submitted.

Cc: Lora Hoggatt, Planning Services Manager
Beth Muckala, Assistant City Attorney III
Ken Danner, Subdivision Development Manager
Chris Mattingly, Director of Utilities

office memorandum



office memorandum

DATE: July 23, 2021

TO: Beth Muckala, Assistant City Attorney

FROM: Ken Danner, Subdivision Development Manager *K.D.*

SUBJECT: Consent to Encroach No. 2021-11
 Lot 3, Block 1,
 Smoking Oak No. 2 Addition
 1715 Smoking Oak Court

My response is to an encroachment of two 10' width utility easements and one 5' width utility easement. This memorandum does not address any setback violations. Public Works/Engineering staff does not oppose the encroaching within these easements with existing concrete decking around an existing swimming pool, existing accessory building, existing and proposed driveway paving. We do yield to the Utilities Department regarding any possible sanitary sewer mains that might be located within the easement. The City and/or utility companies should be held harmless in the course of maintaining their facilities if any are located within the utility easements. Letters received from the utility companies did not object to the encroachment. I have not received responses from AT&T and ONG. They have had sufficient time to respond.

If you have further questions, please feel free to contact me.

KD

Reviewed by: Scott Sturtz, City Engineer *SS*

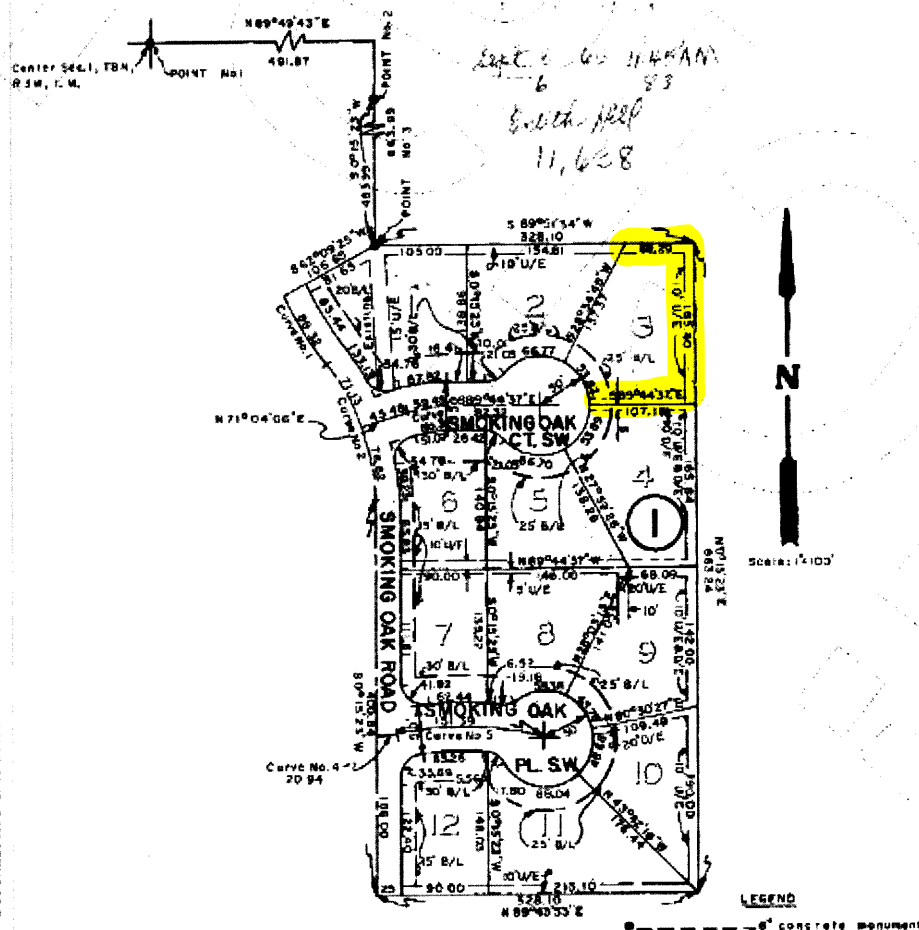
Reviewed by: Shawn O'Leary, Director of Public Works *SO*

cc: Brenda Hall, City Clerk
 Chris Mattingly, Director of Utilities

SMOKING OAK NO.2

ADDITION TO NORMAN, OKLAHOMA

BEING A PART OF THE S1/2, SEC. 1, T8N, R3W, I. M.

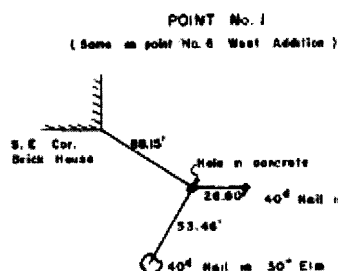


NOTES

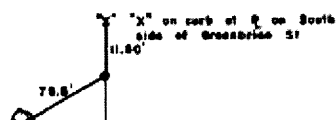
1. All utilities in this addition to be underground.
2. All block corner radii are 25'.

CURVE DATA

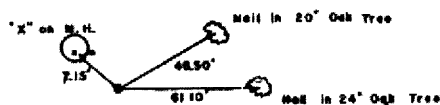
CURVE	1	2	3	4
1	89°34'07"	575.00	44.75	89.32
2	37°00'00"	220.73	76.35	147.75
3	19°11'12"	177.30	30.00	58.45
4	12°00'00"	100.00	10.51	20.94
5	25°40'00"	337.92	76.89	151.39



POINT No. 2



POINT No. 3



OWNERS CE

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to Norman, Okla

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Owner



PO Box 321
Oklahoma City, Oklahoma 73101-0321

JULY 6, 2021

KEN DANNER
PUBLIC WORKS DEPARTMENT
201-A WEST GRAY
NORMAN, OK. 73069

RE: **Applicant: Jack and Laura Hudgens**
 Consent to encroach in two platted utility easements
 Lot 3, Block 1, Smoking Oak No. 2 Addition, Cleveland County
 1715 Smoking Oak Court, Norman
 Request for Consent to Encroachment No. 2021-11

Mr. Danner;

Available records show Oklahoma Gas & Electric Company (OG&E) has underground facilities in a portion of the utility easement located along the north side of 1715 Smoking Oak Court. OG&E also shows an underground service line to the meter on the house, that enters the property near the southeast corner of the lot.

Any work performed in the utility easement along the north side of the lot must take into consideration our underground primary wire running to a pad mount transformer. Please be sure the applicant is aware of this and careful not to disturb the OG&E underground facilities. This also includes the service line to the meter on the house near the southeast corner of the lot.

With this in mind, OG&E does not object to the proposed encroachments to the lot into the two utility easements.

Sincerely,

A handwritten signature in black ink that reads "Timothy J. Bailey". The signature is fluid and cursive, with the first name being the most prominent.

Timothy J. Bailey
Right-Of-Way Agent



July 2, 2021

1715 Smoking Oak Court
Norman, OK

Attn: Ken Danner

RE: Revocable Permit –Letter of No Objection for 1715 Smoking Oak Court, Norman, OK

Cox Communications has no objection to the City of Norman granting a revocable permit to erect, construct, plant, install, and maintain installation of extension of the driveway, concrete deck around the pool and in existing outbuilding that will encroach in the right-of-way or public easement for the property located at 1715 Smoking Oak Court Norman, OK. Please be advised that Cox Communications does have underground facilities in the vicinity; therefore, proceeding with caution is recommended and requested. If relocation of said facilities is necessary to accommodate your excavation or construction, Cox will provide a cost estimate upon request. A geographical depiction of our facilities is attached; however, this is not engineering scale and for the exact location of our facilities, Cox recommends calling in utility locates.

Prior to beginning any digging and/ or trenching activities, please call OKIE-ONE 1-800-522-6543 for exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

If you have any questions or concerns, please feel free to contact our office at (405) 6051735 or email OKCROW@cox.com.

Sincerely,

Matthew Sonnier

Matthew Sonnier
Cox Communications
Land Use and Compliance Agent
337-579-4183

Cox Communications, Inc., 715 NE 122nd Street, Oklahoma City, Oklahoma 73114

Ken Danner

From: Wes White <wwhite@okcoop.org>
Sent: Friday, July 02, 2021 8:10 AM
To: Ken Danner
Cc: Jack Burdett
Subject: EXTERNAL EMAIL : RE: [External]Request for Consent to Encroach at 1715 Smoking Oak Court

Oklahoma Electric Cooperative has no objection to the Request for Consent to Encroach at 1715 Smoking Oak Court. If you need anything further let me know.

Thanks Wes

Wesley White

Manager of Field Design
 Oklahoma Electric Cooperative

o: 405.217.6617
 c: 405.306.9380
wwhite@okcoop.org
www.okcoop.org
 2520 Hemphill Dr | PO Box 1208
 Norman, OK 73070

From: Jack Burdett <Jack.Burdett@NormanOK.gov>
Sent: Thursday, July 1, 2021 9:51 AM
To: 'CCI CEN - OK Right of Way' <OKRightofWay@cox.com>; 'kristi.wilson@cox.com' <kristi.wilson@cox.com>; 'Cypert, Ann (CCI-Central Region) (Ann.Cypert@cox.com)' <Ann.Cypert@cox.com>; 'tara.cassidy2@cox.com' <tara.cassidy2@cox.com>; 'Pf8888@att.com' <Pf8888@att.com>; 'MB932H@att.com' <MB932H@att.com>; 'tr6975@att.net' <tr6975@att.net>; 'CCI CEN - OKC ROW' <okcrow@cox.com>; Wes White <wwhite@okcoop.org>; Jeremy Burson <jeremy.burson@okcoop.org>; baileyjtj@oge.com; drew.nixon@onegas.com; DANA EGLI (Dana.Egli@onegas.com) (Dana.Egli@onegas.com) <Dana.Egli@onegas.com>
Cc: Ken Danner <Ken.Danner@NormanOK.gov>; Jack Burdett <Jack.Burdett@NormanOK.gov>
Subject: [External]Request for Consent to Encroach at 1715 Smoking Oak Court

[EXTERNAL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

All,
 Please contact Ken Danner regarding the attached request for a consent to encroach with your approval or disapproval. Ken's email address is kdanner@normanok.gov or call him at 366-5458. Please carbon copy me with your response.

Thank you.

Jack Burdett

Subdivision Development Coordinator
 Public Works Dept., Engineering Div.
 City of Norman



Date: July 6, 2021

To: Brenda Hall, City Clerk

From: Rachel Croft, Staff Engineer

Subject: Consent to Encroach 2021-11
(1715 Smoking Oak Ct – Block 1, Lot 3, Smoking Oak 2 Addition)

An existing platted utility easement lies along the north and northeast side of the subject property. The applicant has existing encroachments into this easement for NUA staff to review.

An existing 4-inch waterline is located within the existing right-of-way for 1715 Smoking Oak Ct next to the building line of the property and an 8-inch sanitary sewer line is located within a 15-foot utility easement on the north and northeast sides of the property line. The existing shop and concrete patio within this 15-foot easement. The existing shop lies about 10 feet from the gravity main to the north, while the concrete patio lies about 12 feet from the gravity main on the northeast side and about 14 feet from the sewer manhole to the east.

The Utilities Authority objects to all encroachments in utility easements. However, if the applicant agrees to the following requirements with consent document filed of record on the property for the duration that the private improvements and the encroachment are in place, NUA staff will not oppose a recommendation for approval:

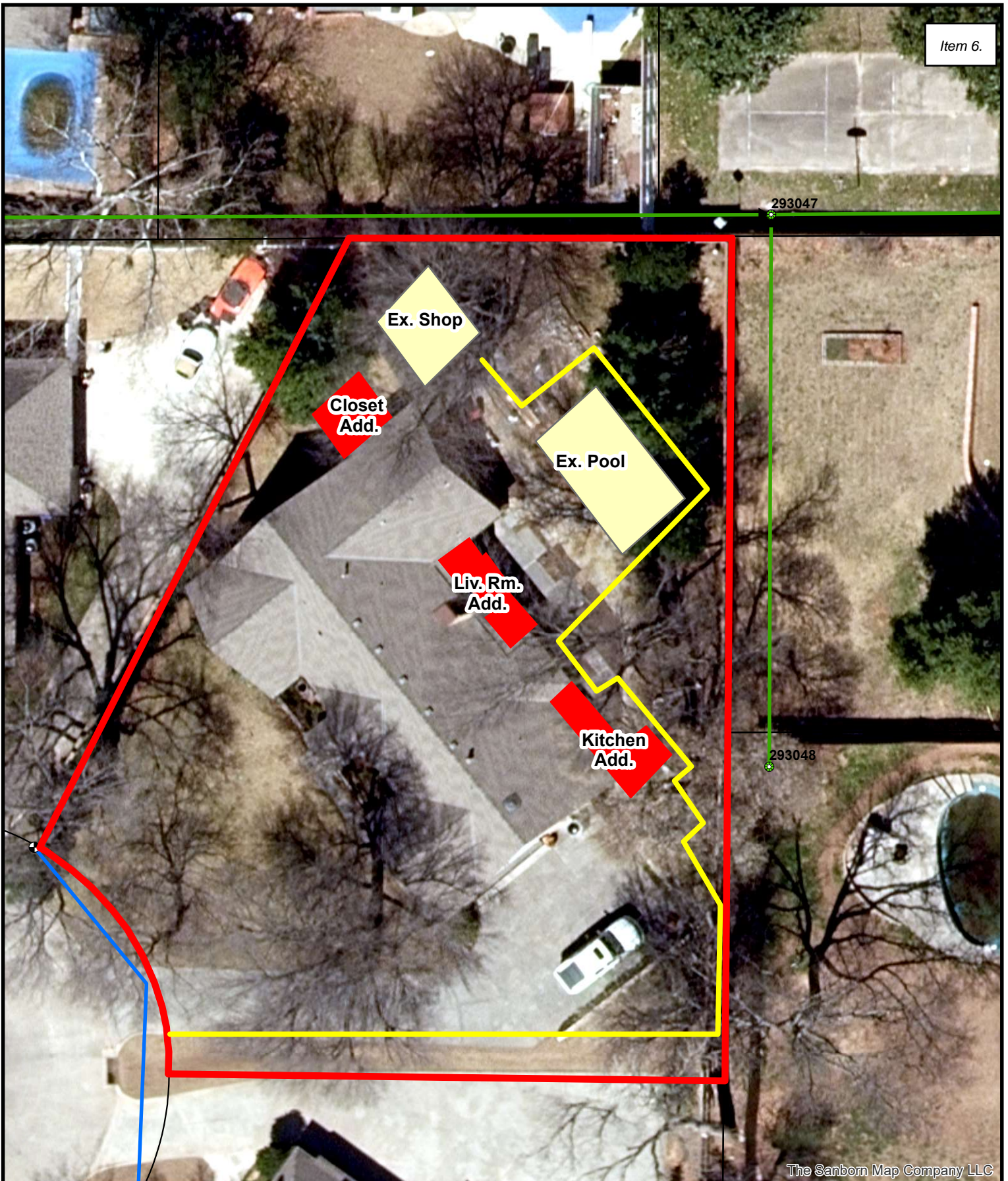
1. The property owner will be responsible for the cost to repair any damages to the City's utilities caused by any excavation or other construction activities conducted by the property owner or his agents.
2. The property owner will be responsible for the cost the City incurs to remove any improvements or structure if needed to maintain or repair NUA facilities.
3. The property owner will be responsible for the cost to repair or replace any improvements or structure after such repairs.
4. The property owner will waive and release any claims against the City for any damages to the residence and related improvements caused by failure or repair and maintenance of the City's utilities within the easement area.

Please advise if questions arise.

Attachments: Map of Water and Sewer Infrastructure and Proposed Encroachment
June 30, 2021 Consent to Encroachment No. 2021-11 Memo from City Clerk
As-Built for Smoking Oak No 2, Water and Sewer

cc: Ken Danner
Kathryn Walker
Beth Muckala
Sarah Encinias
Chris Mattingly
Nathan Madenwald
Utilities Folder

office memorandum



1715 Smoking Oak Ct



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.

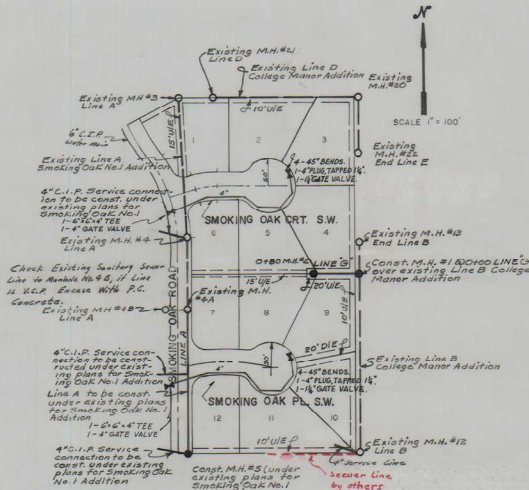
0 12.5 25 50 Feet

July 6, 2021



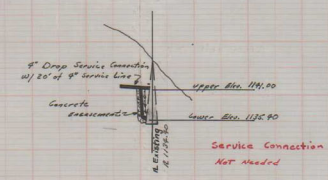
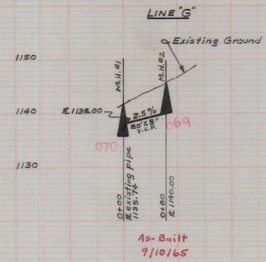
Legend

- Concrete Boundary
- Property Boundary
- WMains
- SManholes
- SGravityMains



Note: Contractor to construct 8\"/>

PROFILES
 Scale: Horiz. 1\"/>



SMOKING OAKS

File Attachments for Item:

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-1718-2 FOR BYRD ACRES, A VARIANCE IN THE PRIVATE ROAD REQUIREMENTS FOR TRACTS ONE AND TWO FROM 20-FEET TO 12-FEET, AND EASEMENTS E-2122-5, E-2122-6, AND E-2122-14. (LOCATED NORTH OF CEDAR LANE ROAD ON THE EAST SIDE OF 48TH AVENUE S.E.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-1718-2 FOR BYRD ACRES, A VARIANCE IN THE PRIVATE ROAD REQUIREMENTS FOR TRACTS ONE AND TWO FROM 20-FEET TO 12-FEET, AND EASEMENTS E-2122-5, E-2122-6, AND E-2122-14. (LOCATED NORTH OF CEDAR LANE ROAD ON THE EAST SIDE OF 48TH AVENUE S.E.)

BACKGROUND:

This item is Norman Rural Certificate of Survey COS-1718-2, Byrd Acres, generally located 1900 feet north of Cedar Lane Road on the east side of 48th Avenue S.E.

Norman Rural Certificate of Survey COS-1617-2 for Byrd Acres was approved by Planning Commission at its meeting of March 8, 2018 with a variance in the private road requirements from 20-feet wide to 12-feet wide.

DISCUSSION:

There are a total of two (2) tracts encompassing 28.91 acres in this certificate of survey. Tract 1 consist of 18.917 acres. Tract 2 consists of 10 acres. The City standard road width for a private road is twenty-feet (20') in width. Whenever a private road serves three (3) lots or less, the applicant can request a variance to twelve-feet (12') in width. There is an existing private road that will serve Tracts 1 and 2. A request has been made to vary the private road standard from 20-feet to 12-feet. A private roadway easement is included in COS-1718-2 for Byrd Acres.

This certificate of survey, if approved, will allow one single family structure on each tract. There existing house on Tract 2 with existing sanitary sewer systems and water wells on the property. Private individual sanitary sewer system and water well will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards for the remaining tract. Fire protection will be provided by the City of Norman pumper/tanker trucks.

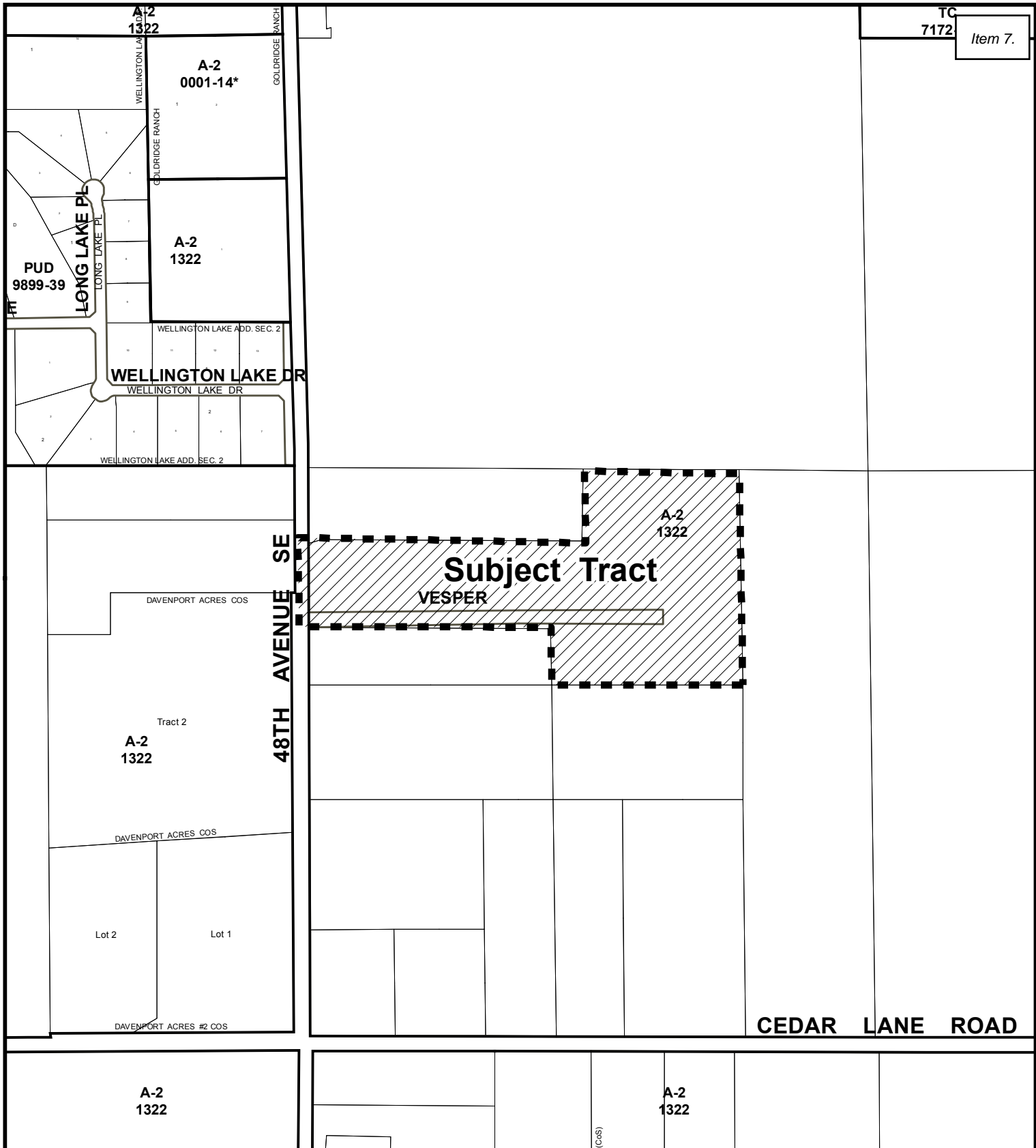
Tracts 1 contains Water Quality Protection Zone (WQPZ) within the property for a tributary of Dave Blue Creek in the Lake Thunderbird watershed. However, there is sufficient area to construct a single-family residence outside of the WQPZ including sanitary sewer system and

water well. The required covenants protecting the WQPZ have been reviewed by the City Legal Department and will be filed of record with the certificate of survey.

An easement and covenants have been provided to address the WQPZ. In addition, a roadway, drainage and utility easement has been provided for 48th Avenue S.E.

RECOMMENDATION:

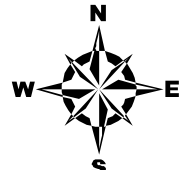
Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey COS-1718-2 for Byrd Acres, including the variance in the private road requirements from 20-feet to 12-feet serving Tracts 1 and 2 and acceptance of Easement E-2122-5, E-2122-6, and E-2122-14.



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.

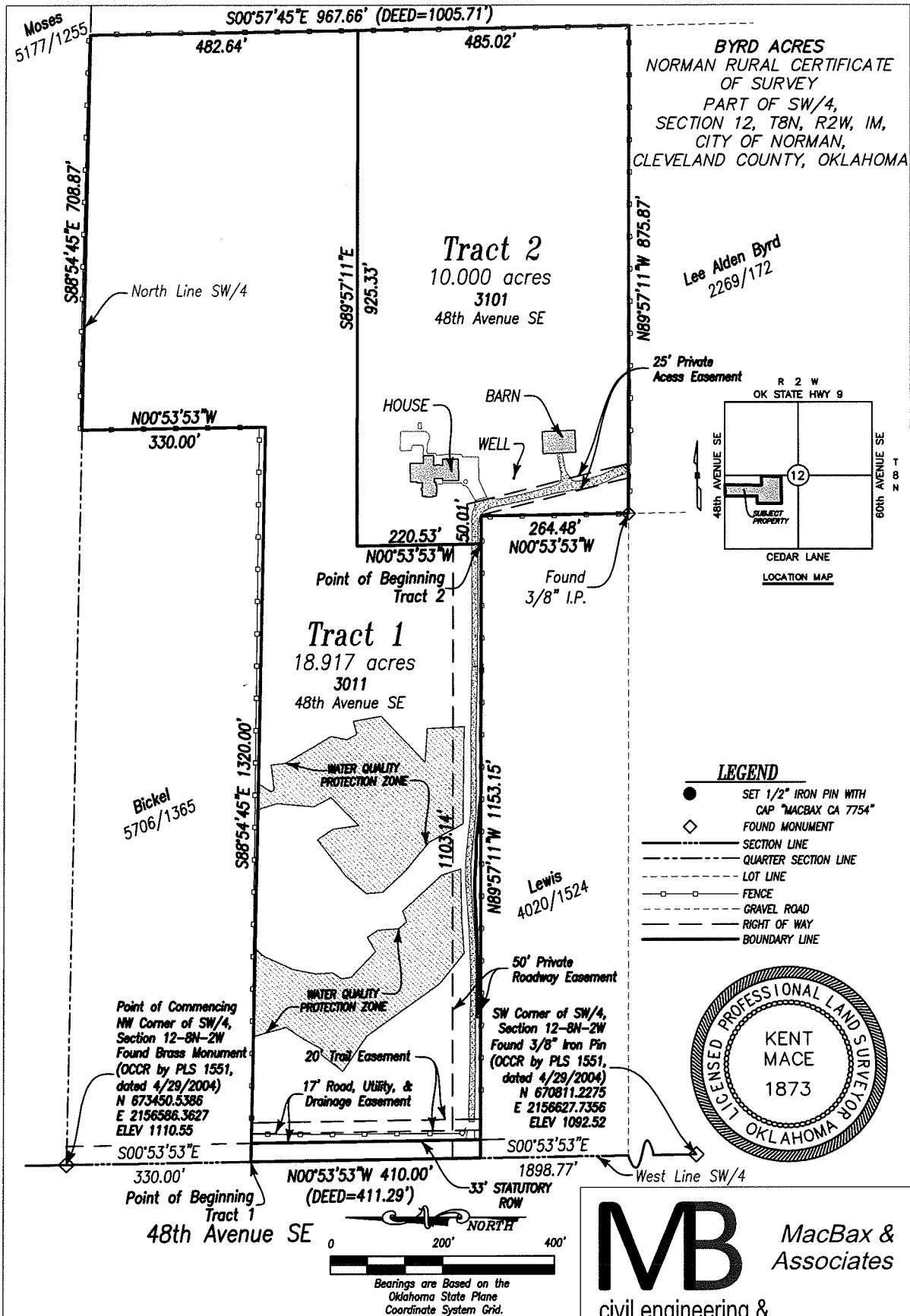


February 6, 2018

0 310 620 Ft.

Subject Tract
 Zoning

G:\ArcGIS10\MapTemplates&T1_LocationMap\ArcMap10.mxd



SURVEY FOR		BYRD ACRES
		NORMAN RURAL CERTIFICATE OF SURVEY
DATE	2/22/2018	SCALE 1" = 200'
PROJECT NO.	DRAWN BY RKM	
MB-17086		Page 1 of 11

LOCATION
 Part of the SW/4
 Section 12, T8N, R2W,
 City of Norman,
 Cleveland County, Oklahoma

GRANT OF EASEMENT
E- 2122 - 5

KNOW ALL MEN BY THESE PRESENTS:

THAT, Richard and Dorothy Byrd in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public trail easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:
A tract of land in part of the Southwest Quarter of Section 12, Township 8 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 00°53'53" E, along the west line of said Southwest Quarter, a distance of 740.00 feet, THENCE S 89°57'11" E, a distance of 50.01 feet to the POINT OF BEGINNING; THENCE continuing S 89°57'11" E a distance of 20.00 feet, THENCE N 00°53'53" W a distance of 408.73 feet; THENCE N 88°54'45" W a distance of 20.01 feet, THENCE S 00°53'53" E a distance of 409.10 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, February 22, 2018.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating an easement as indicated below:

20' PUBLIC TRAIL EASEMENT

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this 17th day of July, 20 21.

BY: Richard f. Byrd BY: Dorothy Byrd
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of July, 20 21, personally appeared Richard Byrd and Dorothy Byrd, to me known to be the identical person(s)/(company title) owner who executed the foregoing grant of easement and acknowledged to me that Richard executed the same as owner free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Karen Renea Byrd
Notary Public

My Commission Expires: 7-11-2024

Approved as to form and legality this 23 day of July, 20 21.
Elizabeth M. Helko
City Attorney



E-2122-5

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

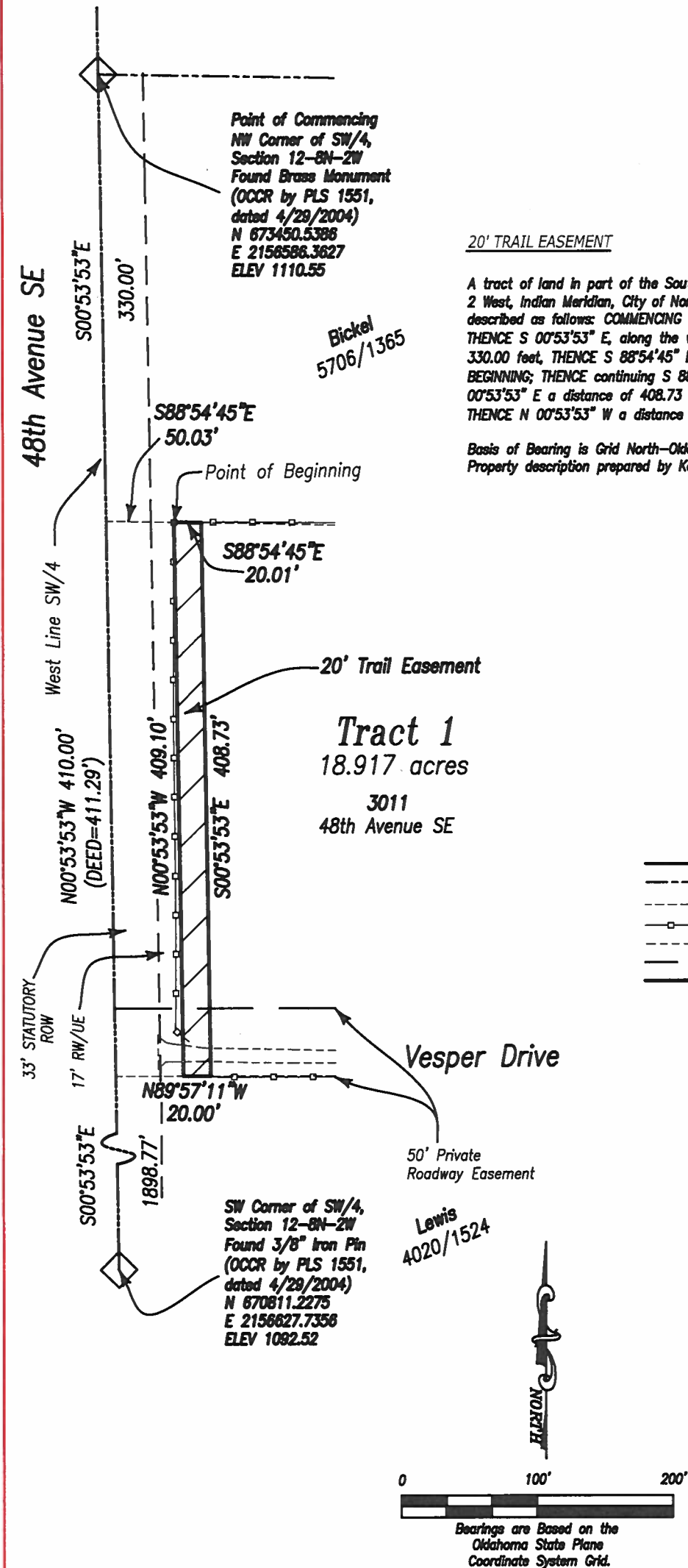
ATTEST: _____ SEAL:
City Clerk

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ and _____, to me known to be the identical person(s) who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____



SURVEY FOR		LOCATION			
BYRD ACRES 20' TRAIL EASEMENT		Part of the SW/4 Section 12, T8N, R2W, City of Norman, Cleveland County, Oklahoma			
DATE	2/22/2018			SCALE	1" = 100'
PROJECT NO.				REVISED	4/27/21
MB-17086				Page 1 of 1	

MB

MacBax Land
Surveying, PLLC

civil engineering &
land surveying services

Certificate of Authorization No. 8137
4716 Stonegate Drive
Norman, OK 73072
Phone 405-872-7594
Kent@MBLS.us

GRANT OF EASEMENT
E- 2122 - 6

KNOW ALL MEN BY THESE PRESENTS:

THAT, Richard & Dorothy Byrd in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility(ies), drainage and/or roadway(s) over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A tract of land in part of the Southwest Quarter of Section 12, Township 8 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 00°53'53" E, along the west line of said Southwest Quarter, a distance of 740.00 feet, THENCE S 89°57'11" E, a distance of 33.00 feet to the POINT OF BEGINNING; THENCE continuing S 89°57'11" E a distance of 17.00 feet, THENCE N 00°53'53" W a distance of 409.10 feet; THENCE N 88°54'45" W a distance of 17.01 feet, THENCE S 00°53'53" E a distance of 409.40 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, February 22, 2018.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating an easement as indicated below:

PUBLIC UTILITIES, DRAINAGE AND ROADWAY

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this 17th day of July, 20 21.

BY: Richard J. Byrd BY: Dorothy L. Byrd
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of July, 20 21, personally appeared Richard J. Byrd and Dorothy L. Byrd, to me known to be the identical person(s)/(company title) owners who executed the foregoing grant of easement and acknowledged to me that Richard executed the same as Dorothy free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Karen Renea Byrd
Notary Public

My Commission Expires: 7-11-2024

Approved as to form and legality this 23 day of July, 20 21.
Christine M. Hedgcock
City Attorney



Approved and accepted by the Council of the City of Norman, this ____ day of _____, 20____.

Mayor

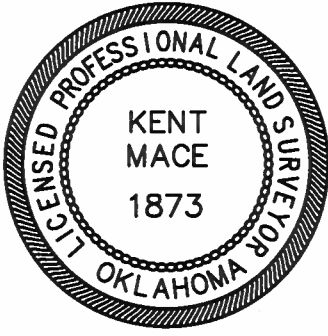
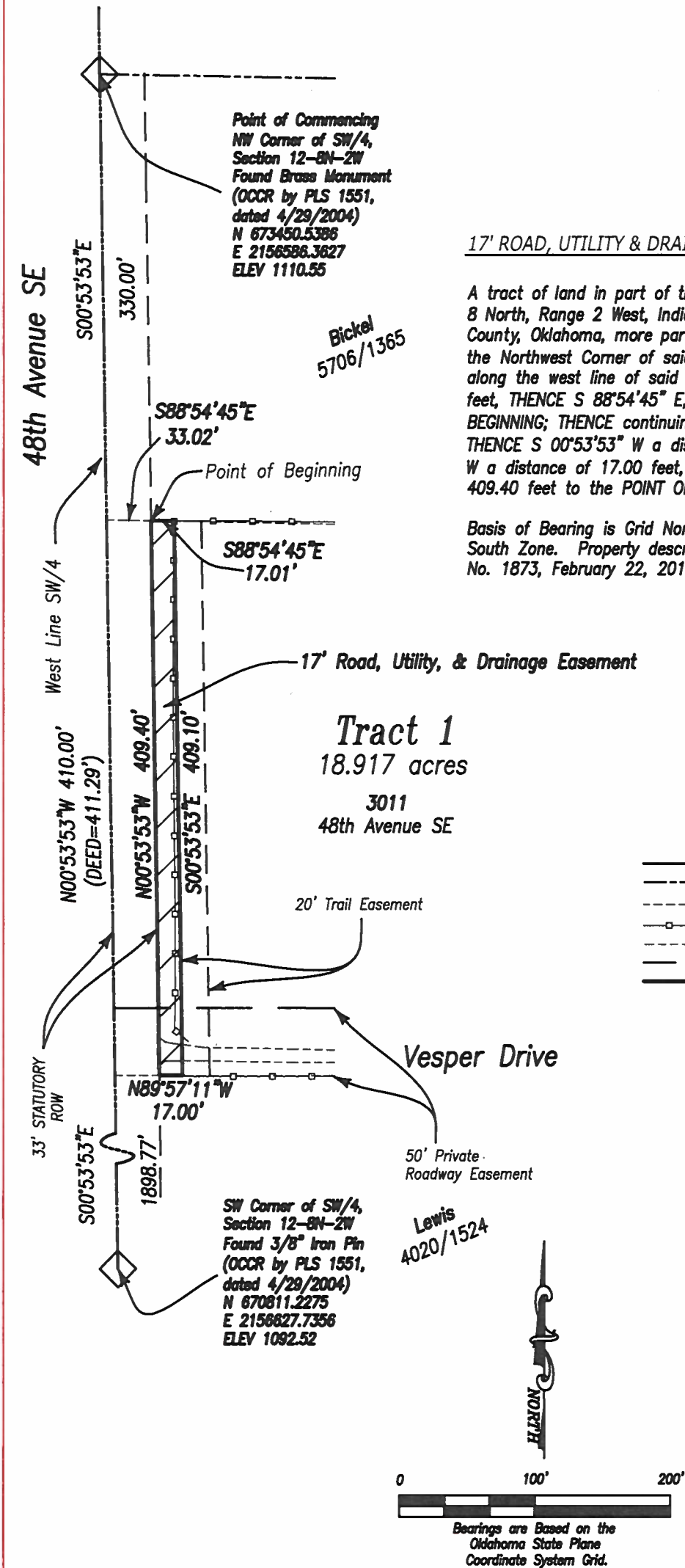
ATTEST: _____ SEAL:
City Clerk

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:
Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared _____ and _____, to me known to be the identical person(s) who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____



MB MacBax Land
Surveying, PLLC

civil engineering &
land surveying services

Certificate of Authorization No. 8137
4716 Stonegate Drive
Norman, OK 73072
Phone 405-872-7594
Kent@MBLS.us

SURVEY FOR BYRD ACRES 17' ROAD, UTILITY, & DRAINAGE EASEMENT		LOCATION Part of the SW/4 Section 12, T8N, R2W, City of Norman, Cleveland County, Oklahoma
DATE 2/22/2018	SCALE 1" = 100'	
PROJECT NO. MB-17086	REVISED 4/27/21	
Page 1 of 1		

GRANT OF EASEMENT

E- 2122 - 14

KNOW ALL MEN BY THESE PRESENTS:

THAT, Richard & Dorothy Byrd in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a drainage easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A tract of land in part of the Southwest Quarter of Section 12, Township 8 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 00°53'53" E, along the west line of said Southwest Quarter, a distance of 330.00 feet; THENCE S 88°54'45" E a distance of 224.77 feet to the POINT OF BEGINNING; THENCE continuing S 88°54'45" E a distance of 158.09 feet; THENCE S 41°41'11" W a distance of 20.65 feet; THENCE S 24°33'16" W a distance of 57.18 feet; THENCE S 10°51'20" W a distance of 42.45 feet; THENCE S 04°15'50" E a distance of 29.71 feet; THENCE S 32°57'51" W a distance of 19.96 feet; THENCE S 08°26'47" E a distance of 17.41 feet; THENCE S 46°44'19" E a distance of 63.45 feet; THENCE N 59°39'05" E a distance of 29.34 feet; THENCE S 34°40'35" E a distance of 22.46 feet; THENCE S 04°26'54" E a distance of 37.27 feet; THENCE S 40°44'51" E a distance of 18.71 feet; THENCE N 71°02'57" E a distance of 20.85 feet; THENCE S 43°07'47" E a distance of 93.79 feet; THENCE S 17°45'49" E a distance of 36.34 feet; THENCE S 88°52'05" W a distance of 89.77 feet; THENCE S 85°47'59" W a distance of 61.53 feet; THENCE N 51°16'57" W a distance of 70.15 feet; THENCE N 36°05'57" W a distance of 159.49 feet; THENCE N 55°38'55" W a distance of 76.55 feet; THENCE N 37°15'03" E a distance of 49.53 feet; THENCE N 88°06'44" E a distance of 10.28 feet; THENCE N 29°36'54" E a distance of 39.76 feet; THENCE N 33°28'32" E a distance of 34.23 feet; THENCE N 15°58'09" W a distance of 60.25 feet to the POINT OF BEGINNING.

AND

A tract of land in part of the Southwest Quarter of Section 12, Township 8 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 00°53'53" E, along the west line of said Southwest Quarter, a distance of 330.00 feet; THENCE S 88°54'45" E a distance of 632.63 feet to the POINT OF BEGINNING; THENCE continuing S 88°54'45" E a distance of 46.24 feet; THENCE S 31°25'06" W a distance of 27.01 feet; THENCE S 38°40'02" E a distance of 6.20 feet; THENCE N 83°15'27" E a distance of 44.32 feet; THENCE S 07°02'23" E a distance of 25.26 feet; THENCE S 30°25'29" E a distance of 95.36 feet; THENCE S 11°34'16" W a distance of 29.81 feet; THENCE S 29°00'06" E a distance of 20.71 feet; THENCE N 73°33'18" E a distance of 23.89 feet; THENCE S 10°29'06" E a distance of 50.37 feet; THENCE S 46°43'05" W a distance of 113.69 feet; THENCE S 86°21'35" E a distance of 60.37 feet; THENCE S 03°08'53" E a distance of 66.86 feet; THENCE N 86°19'05" W a distance of 16.28 feet; THENCE N 89°23'37" W a distance of 158.39 feet; THENCE N 28°33'08" W a distance of 69.23 feet; THENCE N 50°52'51" W a distance of 67.39 feet; THENCE N 43°27'59" W a distance of 54.50 feet; THENCE N 04°38'14" W a distance of 28.46 feet; THENCE N 40°29'53" E a distance of 51.03 feet; THENCE N 51°30'21" E a distance of 81.35 feet; N 33°51'06" E a distance of 34.00 feet; THENCE S 08°01'09" E a distance of 47.63 feet; THENCE N 44°49'04" E a distance of 71.17 feet; THENCE N 27°25'50" W a distance of 35.75; THENCE N 04°55'24" E a distance of 65.55 feet; THENCE N 17°28'44" W a distance of 35.56 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, February 22, 2018.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating an easement as indicated below:

WATER QUALITY PROTECTION ZONE

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this 17th day of July, 20 24.

BY: Richard J. Byrd BY: Dorothy L. Byrd

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of July, 20 24, personally appeared Richard Byrd and Dorothy Byrd, to me known to be the identical person(s)/(company title) Owner who executed the foregoing grant of easement and acknowledged to me that Richard executed the same as Dorothy free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 7-11-2024

Karen Renea Byrd
Notary Public



Approved as to form and legality this 23 day of July, 2021.
Elizabeth M. Helde
City Attorney

Approved and accepted by the Council of the City of Norman, this ____ day of _____, 20____.

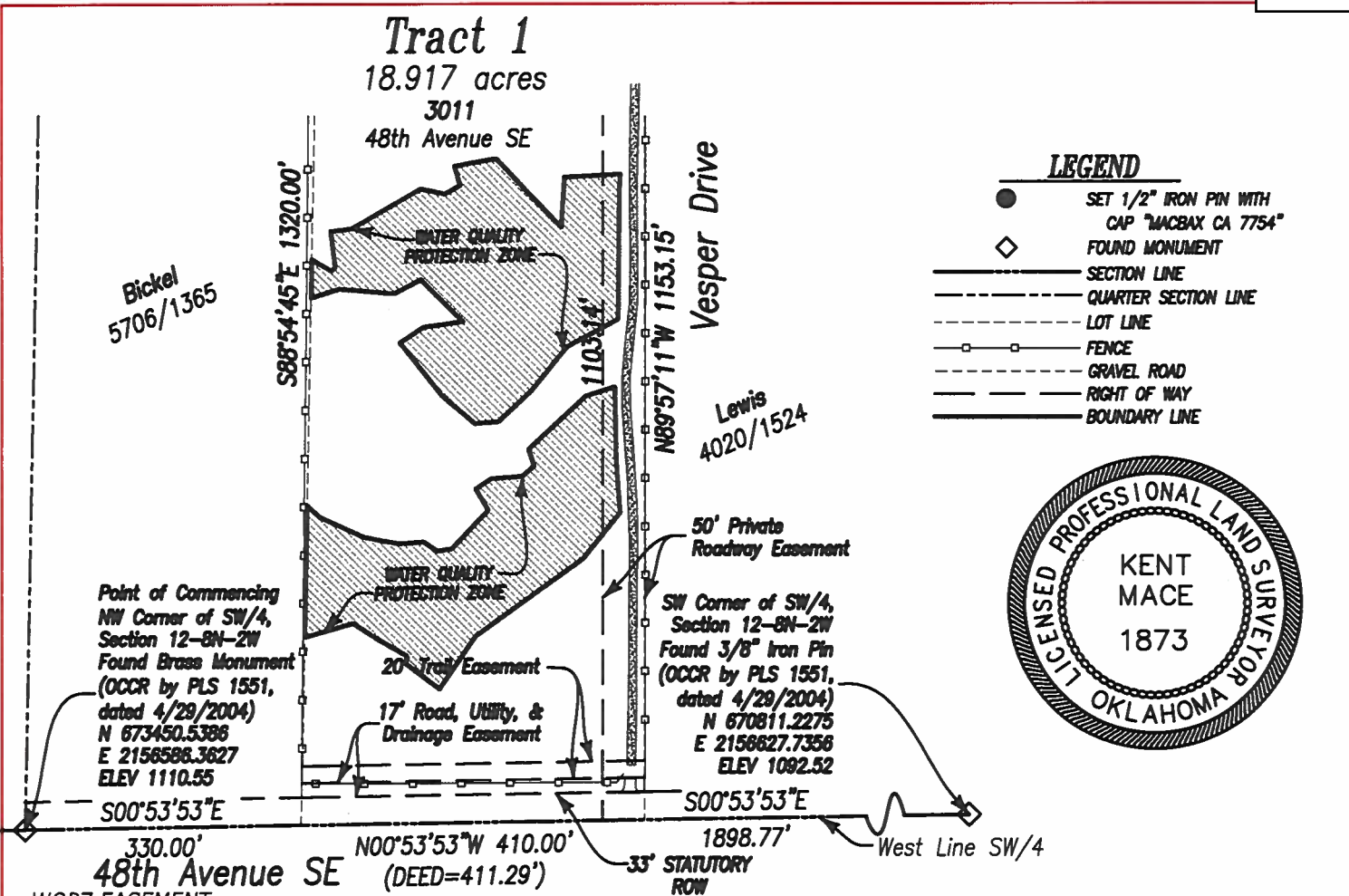
ATTEST: _____ Mayor

City Clerk SEAL:

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:
Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared _____ and _____, to me known to be the identical person(s) who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

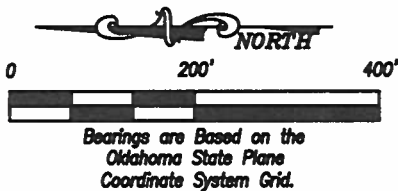
My Commission Expires: _____ Notary Public



A tract of land in part of the Southwest Quarter of Section 12, Township 8 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 00°53'53" E, along the west line of said Southwest Quarter, a distance of 330.00 feet; THENCE S 88°54'45" E a distance of 224.77 feet to the POINT OF BEGINNING; THENCE continuing S 88°54'45" E a distance of 158.09 feet; THENCE S 41°41'11" W a distance of 20.65 feet; THENCE S 24°33'16" W a distance of 57.18 feet; THENCE S 10°51'20" W a distance of 42.45 feet; THENCE S 04°15'50" E a distance of 29.71 feet; THENCE S 32°57'51" W a distance of 19.96 feet; THENCE S 08°26'47" E a distance of 17.41 feet; THENCE S 46°44'19" E a distance of 63.45 feet; THENCE N 59°39'05" E a distance of 29.34 feet; THENCE S 34°40'35" E a distance of 22.46 feet; THENCE S 04°26'54" E a distance of 37.27 feet; THENCE S 40°44'51" E a distance of 18.71 feet; THENCE N 71°02'57" E a distance of 20.85 feet; THENCE S 43°07'47" E a distance of 93.79 feet; THENCE S 17°45'49" E a distance of 36.34 feet; THENCE S 88°52'05" W a distance of 89.77 feet; THENCE S 85°47'59" W a distance of 61.53 feet; THENCE N 51°16'57" W a distance of 70.15 feet; THENCE N 36°05'57" W a distance of 159.49 feet; THENCE N 55°38'55" W a distance of 76.55 feet; THENCE N 37°15'03" E a distance of 49.53 feet; THENCE N 88°06'44" E a distance of 10.28 feet; THENCE N 29°36'54" E a distance of 39.76 feet; THENCE N 33°28'32" E a distance of 34.23 feet; THENCE N 15°58'09" W a distance of 60.25 feet to the POINT OF BEGINNING. AND

A tract of land in part of the Southwest Quarter of Section 12, Township 8 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 00°53'53" E, along the west line of said Southwest Quarter, a distance of 330.00 feet; THENCE S 88°54'45" E a distance of 632.63 feet to the POINT OF BEGINNING; THENCE continuing S 88°54'45" E a distance of 46.24 feet; THENCE S 31°25'06" W a distance of 27.01 feet; THENCE S 38°40'02" E a distance of 6.20 feet; THENCE N 83°15'27" E a distance of 44.32 feet; THENCE S 07°02'23" E a distance of 25.26 feet; THENCE S 30°25'29" E a distance of 95.36 feet; THENCE S 11°34'16" W a distance of 29.81 feet; THENCE S 29°00'06" E a distance of 20.71 feet; THENCE N 73°33'18" E a distance of 23.89 feet; THENCE S 10°29'06" E a distance of 50.37 feet; THENCE S 46°43'05" W a distance of 113.69 feet; THENCE S 86°21'35" E a distance of 60.37 feet; THENCE S 03°08'53" E a distance of 66.86 feet; THENCE N 86°19'05" W a distance of 16.28 feet; THENCE N 89°23'37" W a distance of 158.39 feet; THENCE N 28°33'08" W a distance of 69.23 feet; THENCE N 50°52'51" W a distance of 67.39 feet; THENCE N 43°27'59" W a distance of 54.50 feet; THENCE N 04°38'14" W a distance of 28.46 feet; THENCE N 40°29'53" E a distance of 51.03 feet; THENCE N 51°30'21" E a distance of 81.35 feet; N 33°51'06" E a distance of 34.00 feet; THENCE S 08°01'09" E a distance of 47.63 feet; THENCE N 44°49'04" E a distance of 71.17 feet; THENCE N 27°25'50" W a distance of 35.75; THENCE N 04°55'24" E a distance of 65.55 feet; THENCE N 17°28'44" W a distance of 35.56 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North—Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, MacBax & Associates, February 22, 2018.



SURVEY FOR		BYRD ACRES		LOCATION	
		WQPZ EASEMENT		Part of the SW/4	
DATE		SCALE		Section 12, T8N, R2W,	
2/22/2018		1" = 200'		City of Norman,	
PROJECT NO.		REVISED		Cleveland County, Oklahoma	
MB-17086		Page 1 of 1			

MB

MacBax Land
Surveying, PLLC

civil engineering &
land surveying services

Certificate of Authorization No. 8137

4716 Stonegate Drive

Norman, OK 73072

Phone 405-872-7594

Kent@MBLS.us

February 22, 2018

City of Norman, Planning Commission
And City of Norman Staff Members
201 W. Gray
Norman, Oklahoma 73070

Re: Proposed "Byrd Acres"
A "Norman Rural Certificate of Survey Plat"
In the SW/4, Sec 12, T8N, R2W
Norman, Cleveland County, Oklahoma

To all interested parties,

I hereby request; on behalf of the developer, that the City of Norman allow a variance in the width of the private road surfacing. The standard minimum width is 20 feet for private road but because the road only serves two (2) tracts, it's generally accepted that the width can be less. I request that the paving be 12 foot wide because of this reason. If you require additional information, please contact me.

Sincerely,



Kent Mace, P.E., P.L.S.
MacBax & Associates

GBC 18-05

Applicant: Richard Byrd
Project: Byrd Acres
Location: East side of 48th Ave SE between SH9 & Cedar Ln
Request: Rural Certificate of Survey
Land Use: Residential

Greenbelt Commission Final Comments - GBC 18-05
Meeting of February 19, 2018

The Greenbelt Commission forwards the project with no additional comments.

Planning Commission Agenda
March 8, 2018

CERTIFICATE OF SURVEY
COS-1718-2

ITEM NO. 3

STAFF REPORT

ITEM: Consideration of **Norman Rural Certificate of Survey No. COS-1718-2, BYRD ACRES.**

LOCATION: Generally located 1900' north of Cedar Lane Road on the east side of 48th Avenue S.E.

INFORMATION:

1. Owners. Richard J. Byrd.
2. Developer. Richard J. Byrd.
3. Engineer/Surveyor. MacBax & Associates.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1314 annexing this property into the city limits.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewer. Individual septic systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing private sanitary sewer system on Tract 2 serving an existing single family structure.
3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing water well located on Tract 2 serving an existing structure.

4. Easements. The owner has submitted an easement for roadway, drainage and utilities for 48th Avenue S.E. A private road, drainage and utility easement is included in the documents for Byrd Acres. Covenants will address the maintenance responsibility for the owners.
5. Private Road. There is an existing private road serving the property. City Standards requires a private road with a width of twenty-feet unless serving less than four (4) tracts or lots. The surveyor has requested a variance in the 20' width to a 12' width private road since it will serve only two (2) tracts and one (1) tract not included in this certificate of survey.
6. Acreage. Tract 1 consists of 10.00 acres and Tract 2 consists of 18.917 acres. There is a total of 28.917+ acres.
7. WQPZ. Water Quality Protection Zone (WQPZ) is located on Tract 1. The owner will be required to protect these areas.
8. Covenants. Covenants addressing the WQPZ will be reviewed as to form by City Legal staff.

SUPPLEMENTAL MATERIAL: Copies of a location map, Norman Rural Certificate of Survey No. COS-1718-2 and a letter of request for a variance in the minimum width requirement for a private road are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: Although the Water Quality Protection Zone is located on Tract 1 there is sufficient area for a structure and private sanitary sewer system. The owner is allowed to cross the WQPZ with the private road. Access to Tracts 1 and 2 will be served by a private road. The surveyor is requesting a variance in the private road width based on the fact it is serving less than four (4) lots or tracts. Staff recommends approval of a variance in the private road width requirement from 20' width to a 12' width and approval of Certificate of Survey No. COS-1718-2, Byrd Acres.

ACTION NEEDED: Recommend approval or disapproval of a variance in the private road width from 20-feet to 12-feet and recommend approval or disapproval of Certificate of Survey No. COS-1718-2, Byrd Acres to City Council.

ACTION TAKEN: _____

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

MARCH 8, 2018

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 March, 2018. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <http://www.normanok.gov/content/boards-commissions> at least twenty-four hours prior to the beginning of the meeting.

Chair Neil Robinson called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Sandy Bahan
Nouman Jan
Neil Robinson
Erin Williford (arrived at 6:32)
Lark Zink (arrived at 6:31)
Dave Boeck
Tom Knotts
Andy Sherrer

MEMBERS ABSENT

Chris Lewis

A quorum was present.

STAFF MEMBERS PRESENT

Susan Connors, Director, Planning &
Community Development
Jane Hudson, Principal Planner
Roné Tromble, Recording Secretary
David Riesland, Traffic Engineer
Ken Danner, Subdivision Development
Manager
Drew Norlin, Asst. Development Coordinator
Terry Floyd, Development Coordinator
Elisabeth Muckala, Assistant City Attorney
Bryce Holland, Multimedia Specialist

* * *

CONSENT DOCKET, BEING:

Item No. 2, being:

TMP-120 -- APPROVAL OF THE FEBRUARY 8, 2018 PLANNING COMMISSION REGULAR SESSION MINUTES

and

Item No. 3, being:

COS-1718-2 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY RICHARD AND DOROTHY BYRD (KENT MACE) FOR BYRD ACRES FOR PROPERTY GENERALLY LOCATED 1900' NORTH OF CEDAR LANE ROAD ON THE EAST SIDE OF 48TH AVENUE S.E., AT 3101 48TH AVENUE S.E.

and

Item No. 4, being:

COS-1718-3 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY JARED MILLER (MACBAX & ASSOCIATES) FOR MILLER PINES FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 60TH AVENUE N.E. APPROXIMATELY ½ MILE NORTH OF ROBINSON STREET.

and

Item No. 5, being:

SFP-1718-5 – CONSIDERATION OF A SHORT FORM PLAT SUBMITTED BY MICHAEL MILLIGAN (MACBAX & ASSOCIATES) FOR MILLIGAN ADDITION FOR PROPERTY LOCATED AT 1231 W. ROCK CREEK ROAD (WEST OF 12TH AVENUE N.W. ON THE NORTH SIDE OF ROCK CREEK ROAD).

and

Item No. 6, being:

PP-1718-8 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY 48TH & ALAMEDA, L.L.C. (MACBAX & ASSOCIATES) FOR THE BARN AT TERRA VERDE FOR PROPERTY LOCATED AT 1000 36TH AVENUE S.E.

and

Item No. 7, being:

PP-1718-9 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY NORMAN CHURCH OF CHRIST (FRONTIER LAND SURVEYING) FOR 24TH AVENUE CHURCH OF CHRIST FOR PROPERTY LOCATED AT 1660 24TH AVENUE S.E.

* * *

Chair Robinson asked if any member of the audience wished to remove an item from the Consent Docket. There being none, he asked if any member of the Planning Commission wished to remove an item from the Consent Docket. There being none, he asked for a motion.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Dave Boeck moved to approve the Consent Docket as presented. Andy Sherrer seconded the motion.

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

YEAS

Sandy Bahan, Nouman Jan, Tom Knotts, Neil Robinson, Lark Zink, Dave Boeck, Erin Williford, Andy Sherrer

NAYES

None

MEMBERS ABSENT

Chris Lewis

Ms. Tromble announced that the motion, to approve the Consent Docket, passed by a vote of 8-0.

* * *

Item No. 3, being:

COS-1718-2 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY RICHARD AND DOROTHY BYRD (KENT MACE) FOR BYRD ACRES FOR PROPERTY GENERALLY LOCATED 1900' NORTH OF CEDAR LANE ROAD ON THE EAST SIDE OF 48TH AVENUE S.E., AT 3101 48TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Norman Rural Certificate of Survey
3. Staff Report
4. Request for Variance of Private Road Width
5. Greenbelt Commission Comments

Action Needed: Recommend approval, or disapproval, of a variance in the private road width from 20 feet to 12 feet, and adoption, or rejection, of COS-1718-2, the Norman Rural Certificate of Survey for BYRD ACRES, to City Council.

This item was approved on the Consent Docket by a vote of 8-0.

File Attachments for Item:

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2021-15 FOR JOHN DALTON RIDGE AND EASEMENTS E-2122-10, E-2122-11 AND E-2021-12. (LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF POST OAK ROAD AND 60TH AVENUE S.E.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/21

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2021-15 FOR JOHN DALTON RIDGE AND EASEMENTS E-2122-10, E-2122-11 AND E-2021-12. (LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF POST OAK ROAD AND 60TH AVENUE S.E.)

BACKGROUND:

This item is Norman Rural Certificate of Survey COS-2021-15, John Dalton Ridge, located at the northwest corner of the intersection of Post Oak Road and 60th Avenue S.E.

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

Norman Rural Certificate of Survey COS-2021-15 for John Dalton Ridge was approved by Planning Commission at its meeting of June 10, 2021.

DISCUSSION:

This property consists of 143 + acres. Tract 1 consists of 10 acres, Tract 2 consists of 10 acres, Tract 3 consists of 10 acres, Tract 4 consists of 10 acres, Tract 5 consists of 10 acres, Tract 6 consists of 10 acres, Tract 7 consists of 10.33 acres, Tract 8 consists of 10.387 acres, Tract 9 consists of 10 acres, Tract 10 consists of 12.860 acres, Tract 11 consists of 10.076 acres, Tract 12 consists of 10.131 acres, Tract 13 consists of 10 acres and Tract 14 consists of 10 acres.

There is flood plain located within Tracts 1, 2, 3, 6, 7, 8 and 9. However, there is sufficient area for residential structures and private utilities to stay out of those areas.

Water Quality Protection Zone (WQPZ) is located on the tracts. However, there is sufficient area for residential structures and private utilities. The owners will be required to protect these areas identified as Easement E-2122-10. Covenants have been submitted protecting the WQPZ. In addition, a 17' roadway, drainage and utility easement and a 20' trail easement have been provided by the owners in connection with Post Oak Road and 60th Avenue S.E. These documents have been reviewed by City Legal Department

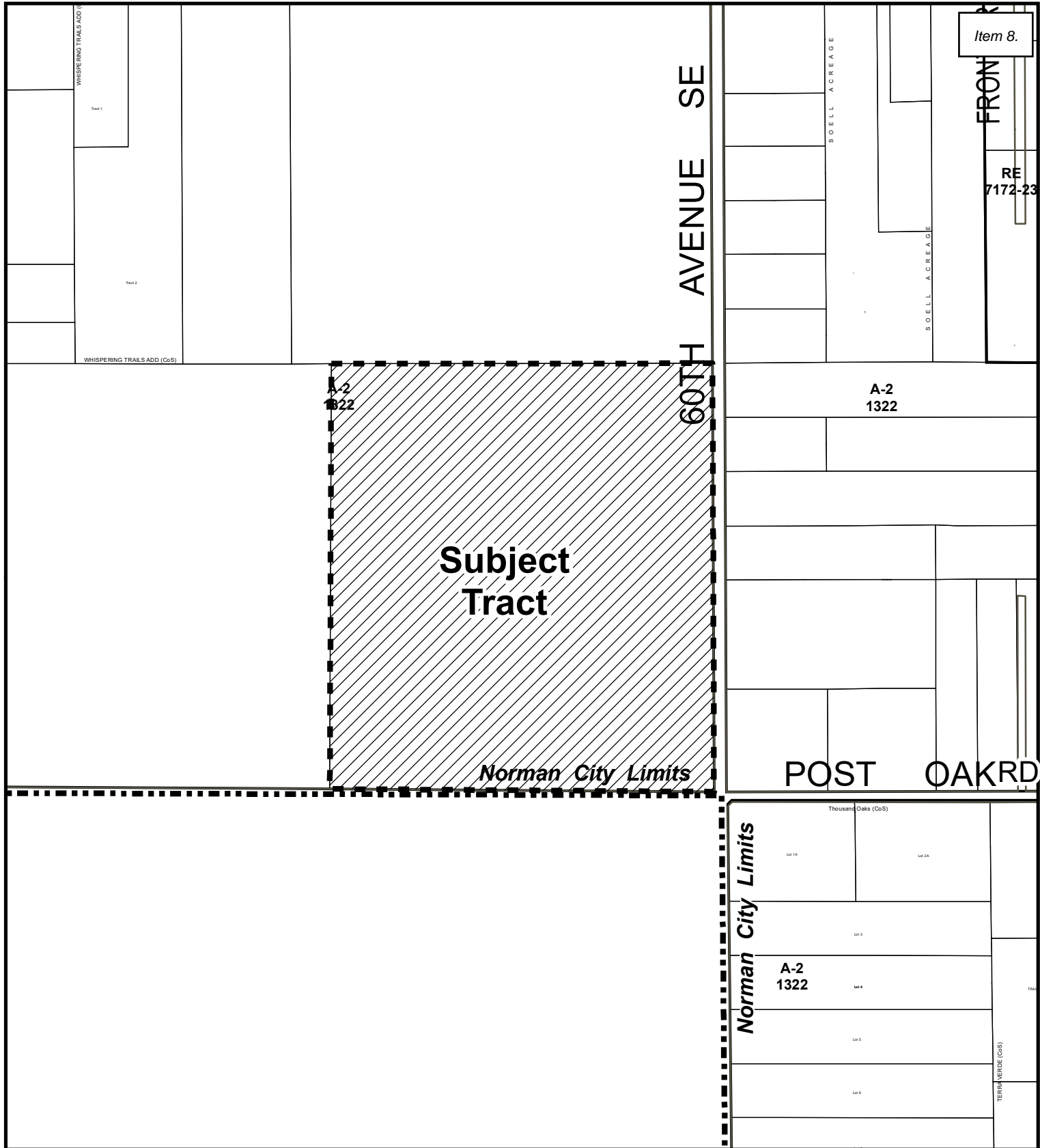
Private individual sanitary sewer systems and water systems will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards. There are existing structures on Tracts 1, 2 and 3 with private sanitary sewer and water services. It is anticipated the structure on Tract 3 will be removed. It has not been determined on the other two tracts.

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

There is a proposed private road to serve this property. The private road will serve access to 11 of the 14 tracts. It will be constructed to the City's private road standard at a width of 20-feet. Certificate of Survey COS-2021-15 for John Dalton Ridge will not be filed of record with the Cleveland County Clerk until the private road is completed.

RECOMMENDATION:

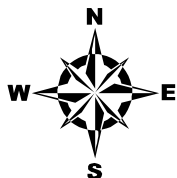
Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey COS-2021-15, Easements E-2122-10, E-2122-11 and E-2122-12.



Location Map



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



June 2, 2021

0 400 800 Ft.



Subject Tract



Zoning

108

GRANT OF EASEMENT
E- 2122 - 10

KNOW ALL MEN BY THESE PRESENTS:

THAT, McGregor Ranch, LLC in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public trail easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A tract of land in part of the Southwest Quarter of Section 13, Township 8 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Northeast Corner of said Southeast Quarter; THENCE S 89°49'32" W, along the north line of said Southeast Quarter, a distance of 50.00 feet to the POINT OF BEGINNING; THENCE continuing S 89°49'32" W a distance of 20.00 feet, THENCE S 00°15'10" E, parallel with and 70 feet west of the east line of said Southeast Quarter, a distance of 2572.94 feet; THENCE N 89°51'15" W, parallel with and 70 feet north of the south line of said Southeast Quarter, a distance of 2310.09 feet, THENCE S 00°11'12" W a distance of 20.00 feet; THENCE S 89°51'15" E, parallel with and 50 feet north of the north of the south line of said Southeast Quarter, a distance of 2330.24 feet; THENCE N 00°15'10" W, parallel with and 50 feet west of the east line of said Southeast Quarter, a distance of 2593.05 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, May 3, 2021.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating an easement as indicated below:

20' PUBLIC TRAIL EASEMENT

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this 1 day of July, 20 21.

BY: John Thomas McGregor BY: _____

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:
Before me, the undersigned, a Notary Public in and for said County and State, on this 1 day of July, 20 21, personally appeared John Thomas M. McGregor and _____ (to me known to be the identical person(s)/(company title) _____ who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.



WITNESS my hand and seal the day and year last above written.

Kitty McGregor
Notary Public

My Commission Expires: 8/13/22

Approved as to form and legality this 19 day of July, 20 21.
Elizabeth Chichala
City Attorney

Approved and accepted by the Council of the City of Norman, this ____ day of _____, 20____.

Mayor

ATTEST: _____ SEAL:
City Clerk

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:
Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared _____ and _____, to me known to be the identical person(s) who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

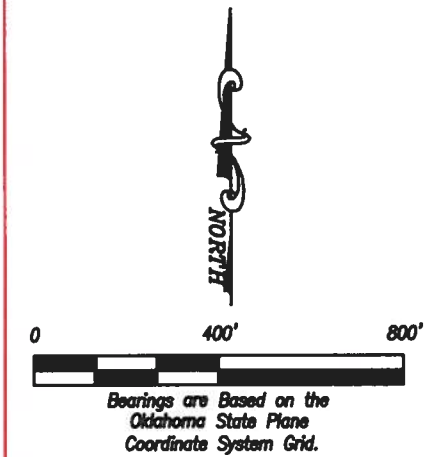
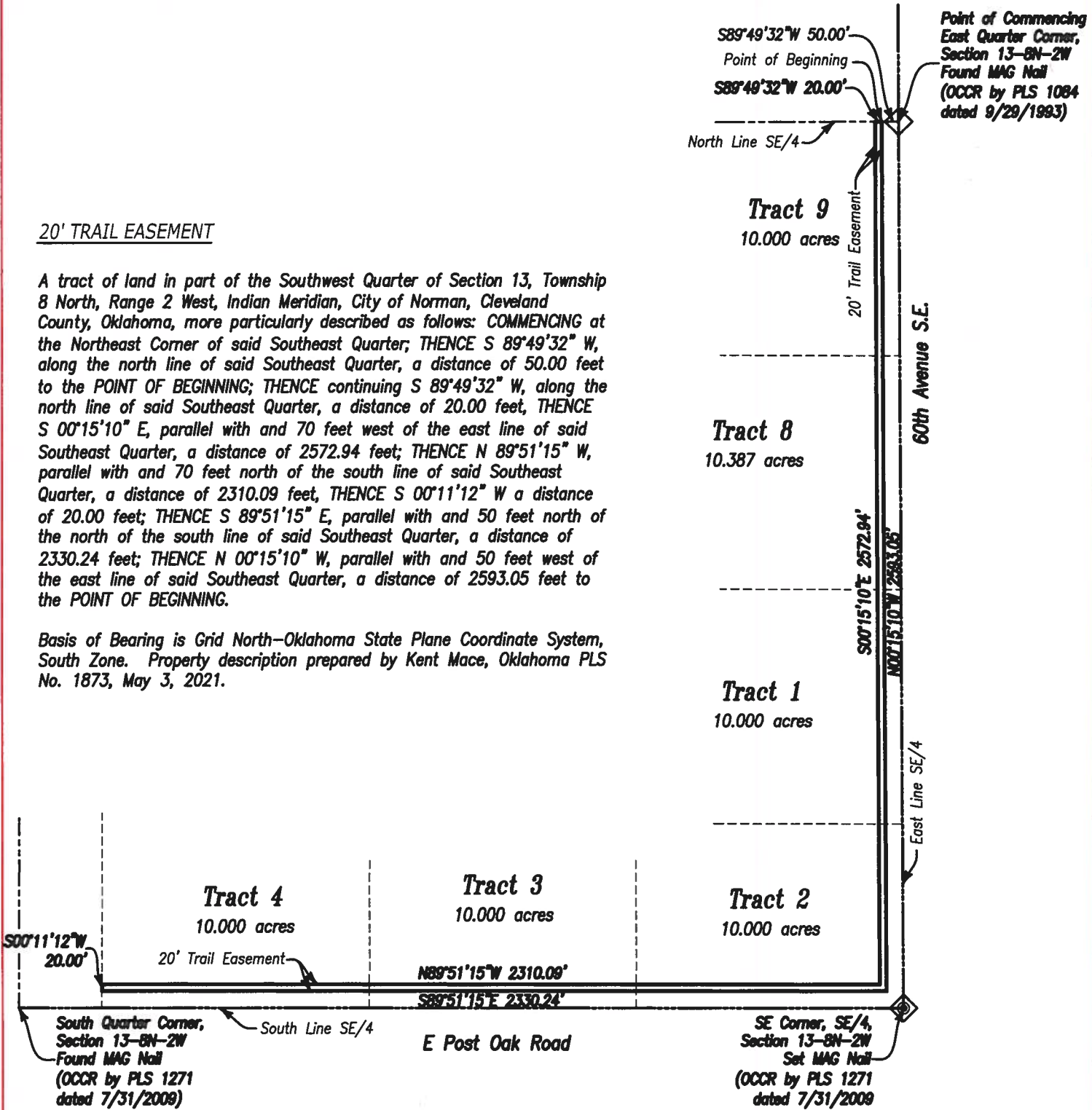
My Commission Expires: _____

Notary Public

20' TRAIL EASEMENT

A tract of land in part of the Southwest Quarter of Section 13, Township 8 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Northeast Corner of said Southeast Quarter; THENCE S 89°49'32" W, along the north line of said Southeast Quarter, a distance of 50.00 feet to the POINT OF BEGINNING; THENCE continuing S 89°49'32" W, along the north line of said Southeast Quarter, a distance of 20.00 feet, THENCE S 00°15'10" E, parallel with and 70 feet west of the east line of said Southeast Quarter, a distance of 2572.94 feet; THENCE N 89°51'15" W, parallel with and 70 feet north of the south line of said Southeast Quarter, a distance of 2310.09 feet, THENCE S 00°11'12" W a distance of 20.00 feet; THENCE S 89°51'15" E, parallel with and 50 feet north of the north of the south line of said Southeast Quarter, a distance of 2330.24 feet; THENCE N 00°15'10" W, parallel with and 50 feet west of the east line of said Southeast Quarter, a distance of 2593.05 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North—Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, May 3, 2021.



- LEGEND**
- SET 1/2" IRON PIN WITH CAP "MACBAX CA 7754"
 - ◇ FOUND MONUMENT
 - SECTION LINE
 - - - QUARTER SECTION LINE
 - - - LOT LINE
 - - - FENCE
 - - - GRAVEL ROAD
 - - - RIGHT OF WAY
 - EASEMENT LINE

MB

MacBax Land
Surveying, PLLC

Certificate of
Authorization
No. 8137

KENT
MACE
1873
OKLAHOMA

4716 Stonegate Drive
Norman, OK 73072
Phone 405-872-7594
Kent @MBLS.us

SURVEY FOR		LOCATION	
JOHN DALTON RIDGE 20' TRAIL EASEMENT		Part of the SE/4, Section 13, T8N, R2W, I.M. City of Norman, Cleveland County, Oklahoma	
DATE	5/3/2021	SCALE	1" = 400'
PROJECT NO.	MB-21009	REVISED	Page 1 of 1

GRANT OF EASEMENT
E- 2122 - 11

KNOW ALL MEN BY THESE PRESENTS:

THAT, McGregor Ranch, LLC in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility(ies), drainage and/or roadway(s) over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A tract of land in part of the Southwest Quarter of Section 13, Township 8 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Northeast Corner of said Southeast Quarter; THENCE S 89°49'32" W, along the north line of said Southeast Quarter, a distance of 33.00 feet to the POINT OF BEGINNING; THENCE continuing S 89°49'32" W a distance of 17.00 feet, THENCE S 00°15'10" E, parallel with and 50 feet west of the east line of said Southeast Quarter, a distance of 2593.05 feet; THENCE N 89°51'15" W, parallel with and 50 feet north of the south line of said Southeast Quarter, a distance of 2330.24 feet, THENCE S 00°11'12" W a distance of 17.00 feet; THENCE S 89°51'15" E, parallel with and 33 feet north of the north of the south line of said Southeast Quarter, a distance of 2347.37 feet; THENCE N 00°15'10" W, parallel with and 33 feet west of the east line of said Southeast Quarter, a distance of 2610.15 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, May 3, 2021.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating an easement as indicated below:

PUBLIC UTILITIES, DRAINAGE AND ROADWAY

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this 1 day of July, 2021.

BY: John Thomas McGregor BY: _____

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:
Before me, the undersigned, a Notary Public in and for said County and State, on this 1 day of July, 2021, personally appeared John Thomas McGregor and _____, to me known to be the identical person(s)/(company title) _____ who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.



WITNESS my hand and seal the day and year last above written.

My Commission Expires: 8/13/22

[Signature]
Notary Public

Approved as to form and legality this 19 day of July, 2021.
[Signature]
City Attorney

Approved and accepted by the Council of the City of Norman, this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

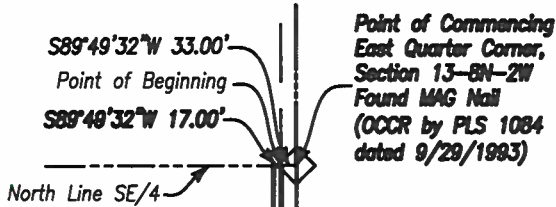
SEAL:

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:
Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared _____ and _____, to me known to be the identical person(s) who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

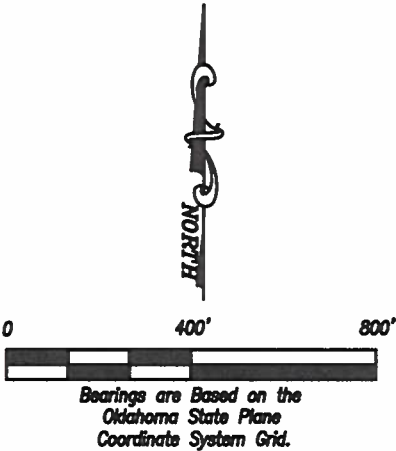
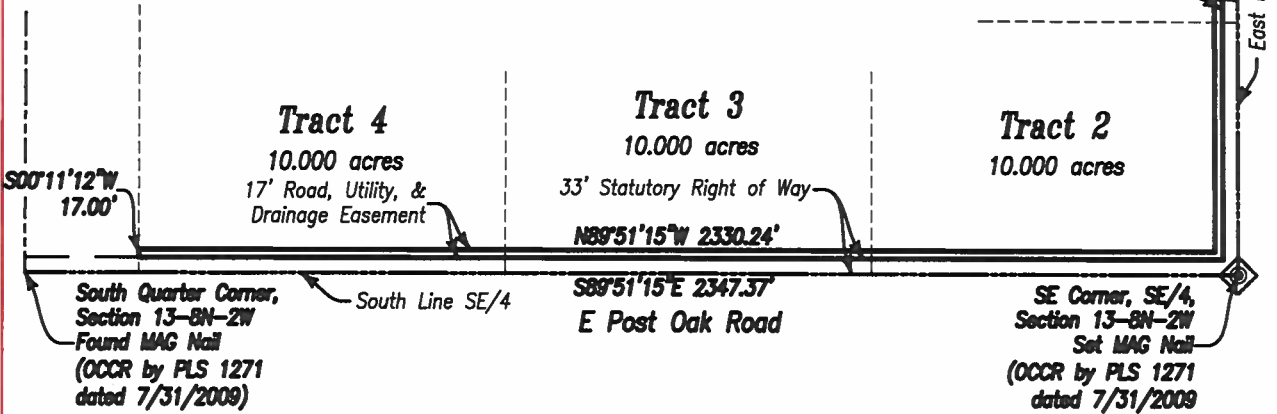
My Commission Expires: _____



17' ROAD, UTILITY & DRAINAGE EASEMENT

A tract of land in part of the Southwest Quarter of Section 13, Township 8 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Northeast Corner of said Southeast Quarter; THENCE S 89°49'32" W, along the north line of said Southeast Quarter, a distance of 33.00 feet to the POINT OF BEGINNING; THENCE continuing S 89°49'32" W, along the north line of said Southeast Quarter, a distance of 17.00 feet, THENCE S 00°15'10" E, parallel with and 50 feet west of the east line of said Southeast Quarter, a distance of 2593.05 feet; THENCE N 89°51'15" W, parallel with and 50 feet north of the south line of said Southeast Quarter, a distance of 2330.24 feet, THENCE S 00°11'12" W a distance of 17.00 feet; THENCE S 89°51'15" E, parallel with and 33 feet north of the north of the south line of said Southeast Quarter, a distance of 2347.37 feet; THENCE N 00°15'10" W, parallel with and 33 feet west of the east line of said Southeast Quarter, a distance of 2610.15 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North—Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, May 3, 2021.



- LEGEND**
- SET 1/2" IRON PIN WITH CAP "MACBAX CA 7754"
 - ◇ FOUND MONUMENT
 - SECTION LINE
 - - - QUARTER SECTION LINE
 - - - LOT LINE
 - - - FENCE
 - - - GRAVEL ROAD
 - - - RIGHT OF WAY
 - - - EASEMENT LINE

MB MacBax Land Surveying, PLLC

Certificate of Authorization
No. 8137



SURVEY FOR	
JOHN DALTON RIDGE	
17' ROAD, UTILITY, & DRAINAGE EASEMENT	
DATE	SCALE
5/3/2021	1" = 400'
PROJECT NO.	REVISED
MB-21009	Page 1 of 1

LOCATION
Part of the SE/4,
Section 13, T8N, R2W, I.M.
City of Norman,
Cleveland County, Oklahoma

4716 Stonegate Drive
Norman, OK 73072
Phone 405-872-7594
Kent @MBLS.us

GRANT OF EASEMENT
E- 2122 -12

KNOW ALL MEN BY THESE PRESENTS:

THAT, McGregor Ranch, LLC in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a drainage easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A tract of land that is part of the Southeast Quarter of Section 13, Township 8 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southeast Corner of said Southeast Quarter; THENCE N 00°15'10" W, along the east line of said Southeast Quarter, a distance of 932.12 feet to the POINT OF BEGINNING; THENCE N 81°23'24" W a distance of 223.78 feet; THENCE N 05°20'21" W a distance of 200.89 feet; THENCE N 63°57'42" W a distance of 114.17 feet; THENCE S 78°08'52" W a distance of 93.17 feet; THENCE S 23°33'09" W a distance of 155.05 feet; THENCE S 37°28'56" W a distance of 142.82 feet; THENCE S 18°40'51" W a distance of 325.17 feet; THENCE S 02°25'47" E a distance of 129.23 feet; THENCE S 14°04'40" E a distance of 74.10 feet; THENCE S 04°25'11" E a distance of 218.93 feet; THENCE S 03°11'58" W a distance of 142.00 feet; THENCE S 89°17'07" W a distance of 89.93 feet; THENCE N 77°31'03" W a distance of 83.94 feet; THENCE S 04°26'49" W a distance of 87.21 feet; THENCE N 89°51'15 W a distance of 209.55 feet; THENCE N 10°02'04" E a distance of 304.61 feet; THENCE N 00°07'06" E a distance of 229.46 feet; THENCE N 33°58'07" W a distance of 46.47 feet; THENCE S 81°11'40" W a distance of 126.48 feet; THENCE S 85°25'20" W a distance of 119.16 feet; THENCE S 37°54'29" W a distance of 78.23 feet; THENCE N 18°04'11" W a distance of 63.37 feet; THENCE N 26°14'23" W a distance of 57.69 feet; THENCE N 06°04'42" E a distance of 21.79 feet; THENCE N 26°21'06" E a distance of 161.67 feet; THENCE N 56°02'20" E a distance of 70.03 feet; THENCE N 83°08'24" E a distance of 90.23 feet; THENCE N 07°46'13" E a distance of 70.85 feet; THENCE N 22°25'24" E a distance of 66.97 feet; THENCE N 48°01'44" E a distance of 275.00 feet; THENCE N 24°11'34" E a distance of 95.52 feet; THENCE N 37°43'32" E a distance of 81.06 feet; THENCE N 42°54'49" E a distance of 83.91 feet; THENCE N 21°53'44" E a distance of 114.62 feet; THENCE N 31°41'13" E a distance of 62.36 feet; THENCE N 70°48'23" E a distance of 170.45 feet; THENCE N 45°55'53" E a distance of 65.00 feet; THENCE N 34°27'54" E a distance of 130.22 feet; THENCE N 23°28'12" E a distance of 102.38 feet; THENCE N 13°03'20" E a distance of 112.95 feet; THENCE N 04°35'54" W a distance of 29.08 feet; THENCE N 10°48'13" E a distance of 67.30 feet; THENCE N 04°58'52" W a distance of 90.00 feet; THENCE N 03°54'58" W a distance of 41.41 feet; THENCE N 26°22'10 W a distance of 64.38 feet; THENCE N 38°04'44" W a distance of 22.87 feet; THENCE N 21°21'45" W a distance of 37.21 feet; THENCE N 51°45'45" W a distance of 210.30 feet; THENCE S 80°23'40" W a distance of 54.98 feet; THENCE N 60°00'49" W a distance of 28.65 feet; THENCE N 33°13'27" W a distance of 32.20 feet; THENCE S 47°58'41" W a distance of 165.03 feet; THENCE S 23°26'29" W a distance of 49.22 feet; THENCE S 44°37'36" W a distance of 71.49 feet; THENCE S 28°28'10" W a distance of 46.96 feet; THENCE S 05°38'55" W a distance of 29.17 feet; THENCE S 38°12'34" W a distance of 16.11 feet; THENCE S 78°41'51" W a distance of 12.05 feet; THENCE S 29°04'00" W a distance of 54.16 feet; THENCE S 16°13'50" W a distance of 17.08 feet; THENCE S 24°33'45" W a distance of 22.67 feet; THENCE S 34°35'08" W a distance of 37.39 feet; THENCE N 85°34'33" W a distance of 198.27 feet; THENCE N 46°31'47" W a distance of 90.29 feet; THENCE S 56°01'16" W a distance of 63.76 feet; THENCE N 33°20'19" W a distance of 52.95 feet; THENCE N 74°54'33" W a distance of 53.17 feet; THENCE S 41°42'50" W a distance of 59.15 feet; THENCE S 20°16'08" W a distance of 89.75 feet; THENCE S 31°51'22" W a distance of 93.30 feet; THENCE S 35°37'55" W a distance of 41.93 feet; THENCE S 48°25'48" W a distance of 95.03 feet; THENCE N 67°43'21" W a distance of 160.31 feet; THENCE N 39°54'40" W a distance of 111.79 feet; THENCE N 39°00'04" E a distance of 55.17 feet; THENCE N 64°55'51" E a distance of 77.41 feet; THENCE N 68°51'44" E a distance of 158.63 feet; THENCE N 30°18'30" W a distance of 56.72 feet; THENCE N 42°11'27" E a distance of 74.12 feet; THENCE N 19°55'43" E a distance of 31.43 feet; THENCE N 66°48'55" E a distance of 64.48 feet; THENCE N 78°38'42" E a distance of 245.44 feet; THENCE S 72°47'11" E a distance of 44.52 feet; THENCE N 69°34'14" E a distance of 55.45 feet; THENCE N 29°01'22" E a distance of 54.53 feet; THENCE N 25°08'30" E a distance of 137.77 feet; THENCE N 25°51'29" E a distance of 157.96 feet; THENCE N 32°25'01" E a distance of 17.70 feet; THENCE N 62°26'46" E a distance of 48.64 feet to the north line of said Southeast Quarter; THENCE N 89°49'32" E, along the north line of said Southeast Quarter, a distance of 684.32 feet; THENCE S 01°05'53" W a distance of 68.22 feet; THENCE S 53°38'15" E a distance of 71.27 feet; THENCE S 39°20'50" E a distance of 89.80 feet; THENCE S 69°51'45" E a distance of 65.89 feet; THENCE S 26°12'33" E a distance of 12.81 feet; THENCE S 14°02'44" E a distance of 18.46 feet; THENCE S 74°56'28" E a distance of 12.00 feet to the east line of said Southeast Quarter; THENCE S 00°15'10" E, along the east line of said Southeast Quarter, a distance of 1475.50 feet to the POINT OF BEGINNING.

AND
A tract of land that is part of the Southeast Quarter of Section 13, Township 8 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southwest Corner of said Southeast Quarter; THENCE S 89°51'15" E, along the south line of said Southeast Quarter, a distance of 246.21 feet; THENCE N 00°11'12" E a distance of 538.10 feet; THENCE on a perpendicular line S 89°48'48" E a distance of 677.74 feet to the POINT OF BEGINNING; THENCE S 37°03'17" E a distance of 197.40 feet; THENCE N 60°44'54" E a distance of 149.47 feet; THENCE S 31°05'19" E a distance of 65.22 feet; THENCE N 76°12'34" E a distance of 42.06 feet; THENCE N 32°14'46" E a distance of 38.95 feet; THENCE N 10°47'28" W a distance of 45.92 feet; THENCE N 21°15'48" W a distance of 82.98 feet; THENCE N 37°40'38" W a distance of 45.32 feet; THENCE N 66°00'37" W a distance of 24.08 feet; THENCE S 72°44'11" W a distance of 29.52 feet; THENCE S 57°45'44" W a distance of 91.96 feet; THENCE N 85°43'48" W a distance of 42.38 feet; THENCE S 84°36'55" W a distance of 90.10 feet; THENCE S 67°28'04" W a distance of 19.84 feet to the POINT OF BEGINNING.

AND
A tract of land that is part of the Southeast Quarter of Section 13, Township 8 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southwest Corner of said Southeast Quarter; THENCE S 89°51'15" E, along the south line of said Southeast Quarter, a distance of 246.21 feet; THENCE N 00°11'12" E a distance of 1755.69 feet to the POINT OF BEGINNING; THENCE S 57°18'45" E a distance of 32.51 feet; THENCE N 53°05'58" E a distance of 144.32 feet; THENCE N 74°43'11" E a distance of 44.46 feet; THENCE N 60°55'00" E a

distance of 54.69 feet; THENCE N 44°24'57" E a distance of 32.62 feet; THENCE N 08°39'08" E a distance of 42.89 feet; THENCE N 40°41'12" E a distance of 45.79 feet; THENCE N 71°20'41" E a distance of 38.22 feet; THENCE S 34°05'41" E a distance of 60.24 feet; THENCE S 68°22'38" E a distance of 75.32 feet; THENCE N 76°43'21" E a distance of 91.43 feet; THENCE N 12°36'30" E a distance of 58.27 feet; THENCE N 01°28'25" W a distance of 28.73 feet; THENCE N 40°25'08" W a distance of 40.93 feet; THENCE N 86°33'18" W a distance of 45.52 feet; THENCE N 89°41'07" W a distance of 96.61 feet; THENCE S 54°08'53" W a distance of 39.42 feet; THENCE S 26°13'35" W a distance of 24.20 feet; THENCE S 80°18'43" W a distance of 81.37 feet; THENCE N 46°11'17" W a distance of 23.16 feet; THENCE S 88°00'47" W a distance of 25.08 feet; THENCE S 77°04'45" W a distance of 62.88 feet; THENCE S 69°43'46" W a distance of 47.29 feet; THENCE S 50°32'44" W a distance of 50.55 feet; THENCE N 88°03'35" W a distance of 15.39 feet; THENCE S 51°59'29" W a distance of 25.81 feet; THENCE S 33°36'54" W a distance of 35.23 feet; THENCE S 00°11'12" W a distance of 132.82 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, MacBax & Associates, May 3, 2021.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating an easement as indicated below:

WATER QUALITY PROTECTION ZONE

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this 1 day of July, 2021.

BY: [Signature] BY: _____

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:
Before me, the undersigned, a Notary Public in and for said County and State, on this 1 day of July, 2021, personally appeared John Thomas McGregor and _____, to me known to be the identical person(s)/(company title) _____ who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.



WITNESS my hand and seal the day and year last above written.

[Signature] Notary Public

My Commission Expires: 8/13/22

Approved as to form and legality this 19 day of July, 2021.
[Signature] City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST: _____ SEAL:
City Clerk

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ and _____, to me known to be the identical person(s) who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

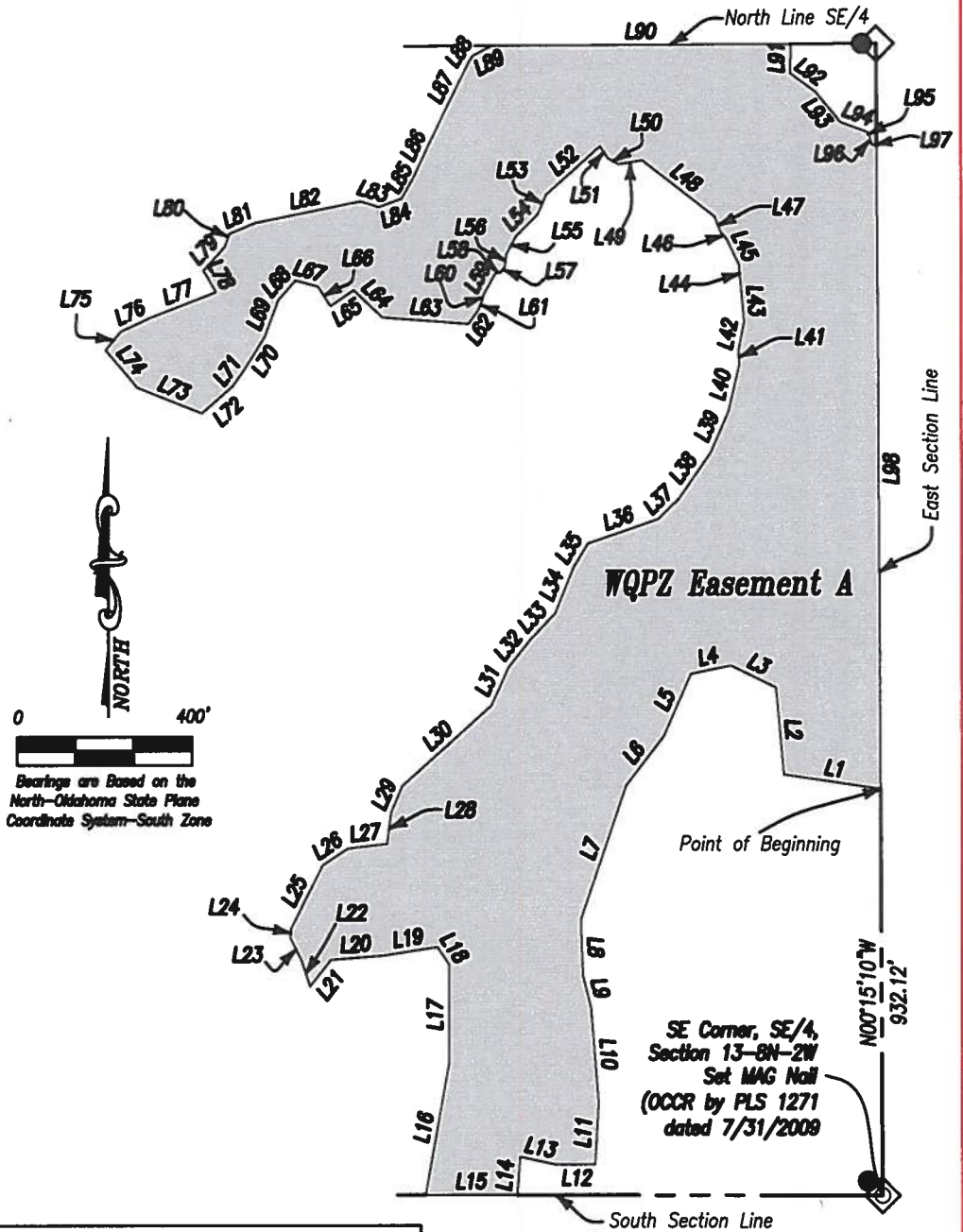
WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

LINE TABLE		
LINE	LENGTH	BEARING
L1	223.78	N81°23'24"V
L2	200.89	N05°20'21"V
L3	114.17	N63°57'42"V
L4	93.17	S78°08'52"V
L5	155.05	S23°33'09"V
L6	142.82	S37°28'56"V
L7	325.17	S18°40'51"V
L8	129.23	S02°25'47"E
L9	74.10	S14°04'40"E
L10	218.93	S04°25'11"E
L11	142.00	S03°11'58"V
L12	89.93	S89°17'07"V
L13	83.94	N77°31'03"V
L14	87.21	S04°26'49"V
L15	209.55	N89°51'15"V
L16	304.61	N10°02'04"E
L17	229.46	N00°07'06"E
L18	46.47	N33°58'07"V
L19	126.48	S81°11'40"V
L20	119.16	S85°25'20"V
L21	78.23	S37°54'29"V
L22	63.37	N18°04'11"V
L23	57.69	N26°14'23"V
L24	21.79	N06°04'42"E
L25	161.67	N26°21'06"E
L26	70.03	N56°02'20"E
L27	90.23	N83°08'24"E
L28	70.85	N07°46'13"E
L29	66.97	N22°25'24"E
L30	275.00	N48°01'44"E
L31	95.52	N24°11'34"E
L32	81.06	N37°43'32"E
L33	83.91	N42°54'49"E
L34	114.62	N21°53'44"E
L35	62.36	N31°41'13"E
L36	170.45	N70°48'23"E
L37	65.00	N45°55'53"E
L38	130.22	N34°27'54"E
L39	102.38	N23°28'12"E
L40	112.95	N13°03'20"E
L41	29.08	N04°35'54"V
L42	67.30	N10°48'13"E
L43	90.00	N04°58'52"V
L44	41.41	N03°54'58"V
L45	64.38	N26°22'10"V
L46	22.87	N38°04'44"V
L47	37.21	N21°21'45"V
L48	210.30	N51°45'45"V
L49	54.98	S80°23'40"V
L50	28.65	N60°00'49"V
L51	32.20	N33°13'27"V
L52	165.03	S47°58'41"V
L53	49.22	S23°26'29"V
L54	71.49	S44°37'36"V
L55	46.96	S28°28'10"V
L56	29.17	S05°38'55"V
L57	16.11	S38°12'34"V
L58	12.05	S78°41'51"V
L59	54.16	S29°04'00"V
L60	17.08	S16°13'50"V
L61	22.67	S24°33'45"V
L62	37.39	S34°35'08"V
L63	198.27	N85°34'33"V
L64	90.29	N46°31'47"V
L65	63.76	S56°01'16"V
L66	52.95	N33°20'19"V
L67	53.17	N74°54'33"V
L68	59.15	S41°42'50"V
L69	89.75	S20°16'08"V
L70	93.30	S31°51'22"V
L71	41.93	S35°37'55"V
L72	95.03	S48°25'48"V
L73	160.31	N67°43'21"V

LINE TABLE		
LINE	LENGTH	BEARING
L74	111.79	N39°54'40"V
L75	55.17	N39°00'04"E
L76	77.41	N64°55'51"E
L77	158.63	N68°51'44"E
L78	56.72	N30°18'30"V
L79	74.12	N42°11'27"E
L80	31.43	N19°55'43"E
L81	64.48	N66°48'55"E
L82	245.44	N78°38'42"E
L83	44.52	S72°47'11"E
L84	55.45	N69°34'14"E
L85	54.53	N29°01'22"E
L86	137.77	N25°08'30"E
L87	157.96	N25°51'29"E
L88	17.70	N32°25'01"E
L89	48.64	N62°26'46"E
L90	684.32	N89°49'32"E
L91	68.22	S01°05'53"V
L92	71.27	S53°38'15"E
L93	89.80	S39°20'50"E
L94	65.89	S69°51'45"E
L95	12.81	S26°12'33"E
L96	18.46	S14°02'44"E
L97	12.00	S74°56'28"E
L98	1475.50	S00°15'10"E



LEGEND

- SET 1/2" IRON PIN WITH CAP "MACBAX CA 8137"
- ⊙ SET MAG NAIL WITH SHINER "MACBAX CA 8137"
- FOUND IRON PIN
- ◇ FOUND PLSS MONUMENT
- SECTION LINE
- - - QUARTER SECTION LINE
- WQPZ EASEMENT

OWNER/DEVELOPER
McGregor Ranch, LLC

MB MacBax Land
Surveying, PLLC

Certificate of
Authorization
No. 8137



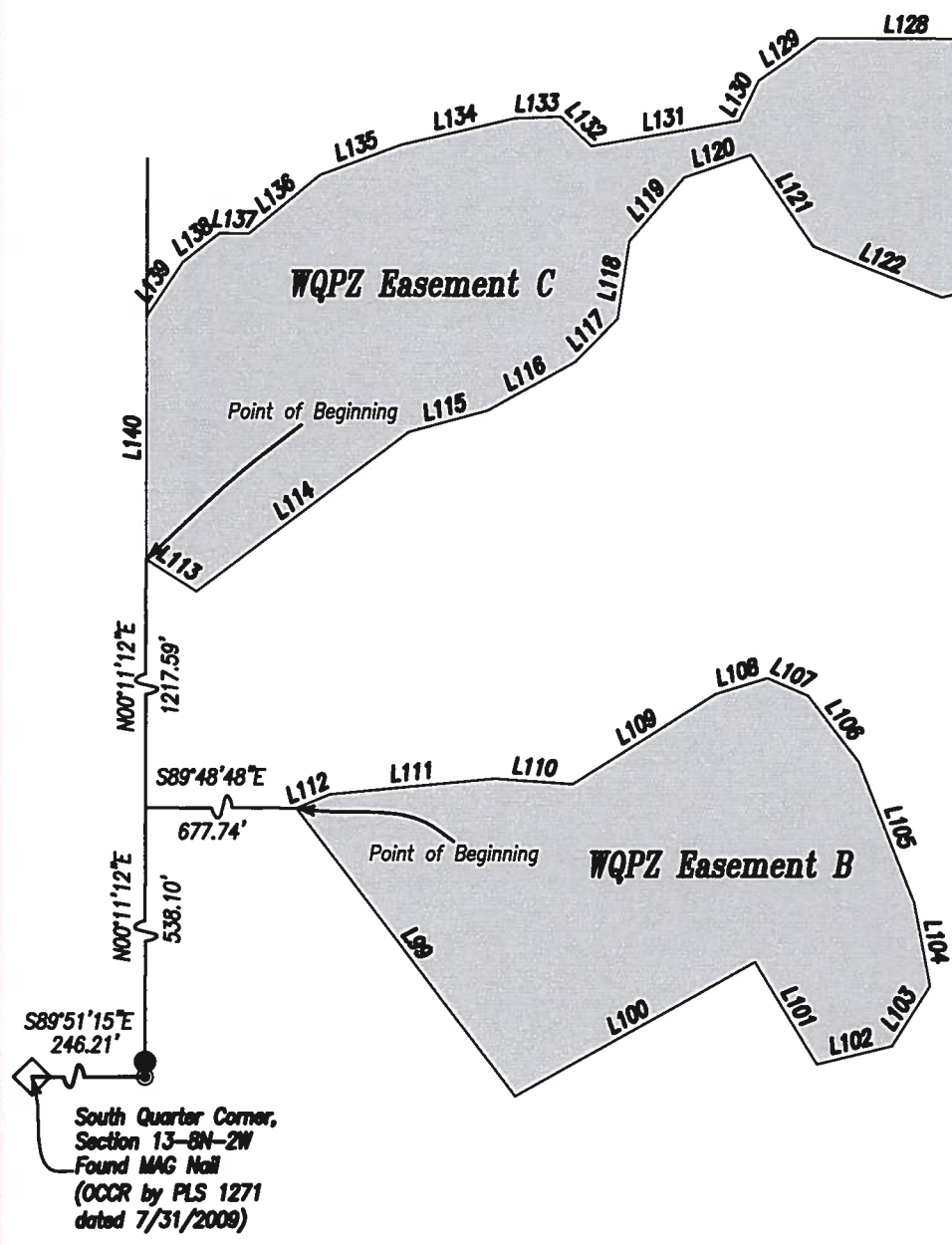
4716 Stonegate Drive
Norman, OK 73072
Phone 405-872-7594
Kent @MBLS.us

SURVEY FOR
JOHN DALTON RIDGE
WQPZ EASEMENT

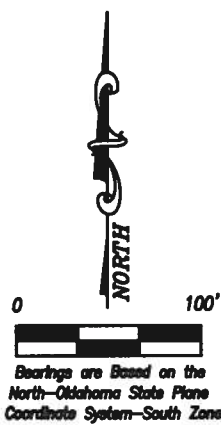
DATE 5/3/2021 SCALE 1" = 400'

PROJECT NO. MB-21009
REVISED
Page 1 of 2

LOCATION
Part of the SE/4,
Section 13, T8N, R2W, I.M.
City of Norman,
Cleveland County, Oklahoma



LINE TABLE		
LINE	LENGTH	BEARING
L99	197.40	S37°03'17"E
L100	149.47	N60°44'54"E
L101	65.22	S31°05'19"E
L102	42.06	N76°12'34"E
L103	38.95	N32°14'46"E
L104	45.92	N10°47'28"W
L105	82.98	N21°15'48"W
L106	45.32	N37°40'38"W
L107	24.08	N66°00'37"W
L108	29.52	S72°44'11"W
L109	91.96	S57°45'44"W
L110	42.38	N85°43'48"W
L111	90.10	S84°36'55"W
L112	19.84	S67°28'04"W
L113	32.51	S57°18'45"E
L114	144.32	N53°05'58"E
L115	44.46	N74°43'11"E
L116	54.69	N60°55'00"E
L117	32.62	N44°24'57"E
L118	42.89	N08°39'08"E
L119	45.79	N40°41'12"E
L120	38.22	N71°20'41"E
L121	60.24	S34°05'41"E
L122	75.32	S68°22'38"E
L123	91.43	N76°43'21"E
L124	58.27	N12°36'30"E
L125	28.73	N01°28'25"W
L126	40.93	N40°25'08"W
L127	45.52	N86°33'18"W
L128	96.61	N89°41'07"W
L129	39.42	S54°08'53"W
L130	24.20	S26°13'35"W
L131	81.37	S80°18'43"W
L132	23.16	N46°11'17"W
L133	25.08	S88°00'47"W
L134	62.88	S77°04'45"W
L135	47.29	S69°43'46"W
L136	50.55	S50°32'44"W
L137	15.39	N88°03'35"W
L138	25.81	S51°59'29"W
L139	35.23	S33°36'54"W
L140	132.82	S00°11'12"W

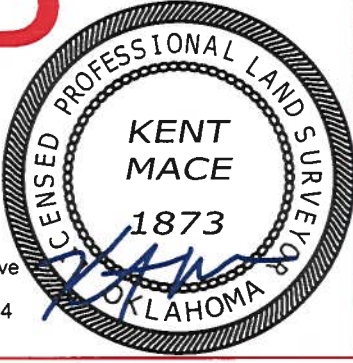


- LEGEND**
- SET 1/2" IRON PIN WITH CAP "MACBAX CA 8137"
 - ⊙ SET MAG NAIL WITH SHINER "MACBAX CA 8137"
 - FOUND IRON PIN
 - ◇ FOUND PLSS MONUMENT
 - SECTION LINE
 - - - QUARTER SECTION LINE
 - WQPZ EASEMENT

OWNER/DEVELOPER
McGregor Ranch, LLC

MB MacBax Land
Surveying, PLLC

Certificate of
Authorization
No. 8137



4716 Stonegate Drive
Norman, OK 73072
Phone 405-872-7594
Kent@MBLS.us

SURVEY FOR	
JOHN DALTON RIDGE WQPZ EASEMENT	
DATE	SCALE
5/3/2021	1" = 100'
PROJECT NO.	REVISED
MB-21009	Page 2 of 2

LOCATION
Part of the SE/4,
Section 13, T8N, R2W, I.M.
City of Norman,
Cleveland County, Oklahoma

GBC 21-16

APPLICANT	McGregor Ranch, LLC
LOCATION	Northwest corner of E Post Oak Rd. and 60 th Ave SE
PROPOSAL	Norman Rural Certificate of Survey
NORMAN 2025 LAND USE	Current: Low Density Residential and Floodplain
LAND USE	Current: Open Space/Flood Hazard Zone

Greenbelt Commission Final Comments - GBC 21-16

Greenbelt forwards this item with no additional comments.

Planning Commission Agenda
June 10, 2021

CERTIFICATE OF SURVEY
COS-2021-15

ITEM NO. 3

STAFF REPORT

ITEM: Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2021-15 FOR JOHN DALTON RIDGE.**

LOCATION: Located at the northwest corner of Post Oak Road and 60th Avenue S.E.

INFORMATION:

1. Owners. McGregor Ranch, L.L.C.
2. Developer. McGregor Ranch, L.L.C.
3. Surveyor. MacBax Land Surveying, PLLC.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1314 annexing this property into the City of Norman Corporate Limits without zoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No.1322 placing this property in A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewer. An individual sanitary sewer system will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There are existing private sanitary sewer systems on Tracts 1, 2 and 3.
3. Water. An individual water well will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There are existing water wells serving Tracts 1, 2 and 3.

4. Acreage. This property consists of 143 + acres. Tract 1 consists of 10 acres, Tract 2 consists of 10 acres, Tract 3 consists of 10 acres, Tract 4 consists of 10 acres, Tract 5 consists of 10 acres, Tract 6 consists of 10 acres, Tract 7 consists of 10.33 acres, Tract 8 consists of 10.387 acres, Tract 9 consists of 10 acres, Tract 10 consists of 12.860 acres, Tract 11 consists of 10.076 acres, Tract 12 consists of 10.131 acres, Tract 13 consists of 10 acres and Tract 14 consists of 10 acres.
5. Private Road. There is a proposed private road to serve this property. The private road will serve access to 11 of the 14 tracts. It will be constructed to the City's private road standard at a width of 20-feet.
6. WQPZ. Water Quality Protection Zone (WQPZ) is located on the tracts. However, there is sufficient area for residential structures and private utilities. The owners will be required to protect these areas.
7. Flood Plain. There is flood plain located within Tracts 1, 2, 3, 6, 7, 8 and 9. However, there is sufficient area for residential structures and private utilities to stay out of those areas.
8. Covenants. Covenants addressing the WQPZ are being reviewed as to form by City Legal staff.
9. Easements. The owners will submit easements for roadway, drainage and utilities in connection with Post Oak Road and 60th Avenue S.E. Drainage easements covering the WQPZ are required.

SUPPLEMENTAL MATERIAL: Copies of a location map and Norman Rural Certificate of Survey No. COS-2021-15 for John Dalton Ridge are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: There are existing structures on Tracts 1, 2 and 3. It is anticipated the structure on Tract 3 will be removed. It has not been determined on the other two tracts. Staff recommends approval of Norman Rural Certificate of Survey No. COS-2021-15 for John Dalton Ridge.

ACTION NEEDED: Recommend approval or disapproval of Norman Rural Certificate of Survey No. COS-2021-15 for John Dalton Ridge to City Council.

ACTION TAKEN: _____

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JUNE 10, 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 10th day of June, 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 6:32 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Erin Williford
Mark Daniels
Steven McDaniel
Erica Bird
Lark Zink
Sandy Bahan
Michael Jablonski

MEMBERS ABSENT

Nouman Jan
Dave Boeck

A quorum was present.

STAFF MEMBERS PRESENT

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

* * *

CONSENT DOCKET

Item No. 2, being:

TMP-168 -- APPROVAL OF THE MAY 13, 2021 PLANNING COMMISSION REGULAR SESSION MINUTES

*

Item No. 3, being:

COS-2021-15 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY MCGREGOR RANCH, L.L.C. (MACBAX & ASSOCIATES) FOR JOHN DALTON RIDGE FOR APPROXIMATELY 143.487 ACRES OF PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF 60TH AVENUE S.E. AND E. POST OAK ROAD.

*

Item No. 4, being:

COS-2021-16 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY MCGREGOR RANCH, L.L.C. (MACBAX & ASSOCIATES) FOR IMHOFF ACRES FOR APPROXIMATELY 19.504 ACRES OF PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF STATE HIGHWAY NO. 9 AND 132ND AVENUE S.E.

*

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Chair Bird asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, she asked if any member of the public wished to remove any item. There being none, she asked for a motion.

Sandy Bahan moved to approve the Consent Docket as presented. Erin Williford seconded the motion.

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

YEAS	Erin Williford, Mark Daniels, Steven McDaniel, Erica Bird, Lark Zink, Sandy Bahan, Michael Jablonski
NAYES	None
MEMBERS ABSENT	Nouman Jan, Dave Boeck

Ms. Tromble announced that the motion, to adopt the Consent Docket, passed by a vote of 7-0.

* * *

Item No. 3, being:

COS-2021-15 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY MCGREGOR RANCH, L.L.C. (MACBAX & ASSOCIATES) FOR JOHN DALTON RIDGE FOR APPROXIMATELY 143.487 ACRES OF PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF 60TH AVENUE S.E. AND E. POST OAK ROAD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Certificate of Survey
3. Staff Report
4. Greenbelt Commission Comments

This item was adopted as part of the Consent Docket by a vote of 7-0.

*

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2021-16 FOR IMHOFF ACRES WITH A VARIANCE IN THE MINIMUM ACREAGE REQUIREMENT FOR TRACT 1 AND 2 FROM 10 ACRES TO 9.752 ACRES AND EASEMENT E-2122-7.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2021-16 FOR IMHOFF ACRES WITH A VARIANCE IN THE MINIMUM ACREAGE REQUIREMENT FOR TRACT 1 AND 2 FROM 10 ACRES TO 9.752 ACRES AND EASEMENT E-2122-7.

BACKGROUND:

This item is Norman Rural Certificate of Survey No. COS-2021-16 for Imhoff Acres located at the southwest corner of the intersection of State Highway No. 9 and 132nd Avenue S.E.

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

Planning Commission, on June 10, 2021, recommended to City Council that Norman Rural Certificate of Survey No. COS-2021-16 for Imhoff Acres be approved, with a variance in the minimum acreage requirement for Tract 1 and 2 from 10 acres to 9.752 acres.

DISCUSSION:

This property consists of two tracts and 19.504 total acres. Tract 1 consists of 9.752 acres and Tract 2 consists of 9.752 acres. The surveyor has requested a variance in the minimum 10 acre requirement based on the fact that 132nd Avenue S.E. realignment (a safer intersection connection with 132nd Avenue S.E. and State Highway No. 9) and State Highway No. 9 right-of-way removed any possibility of this property being 20 acres.

This certificate of survey, if approved, will allow one single-family dwelling on each tract.

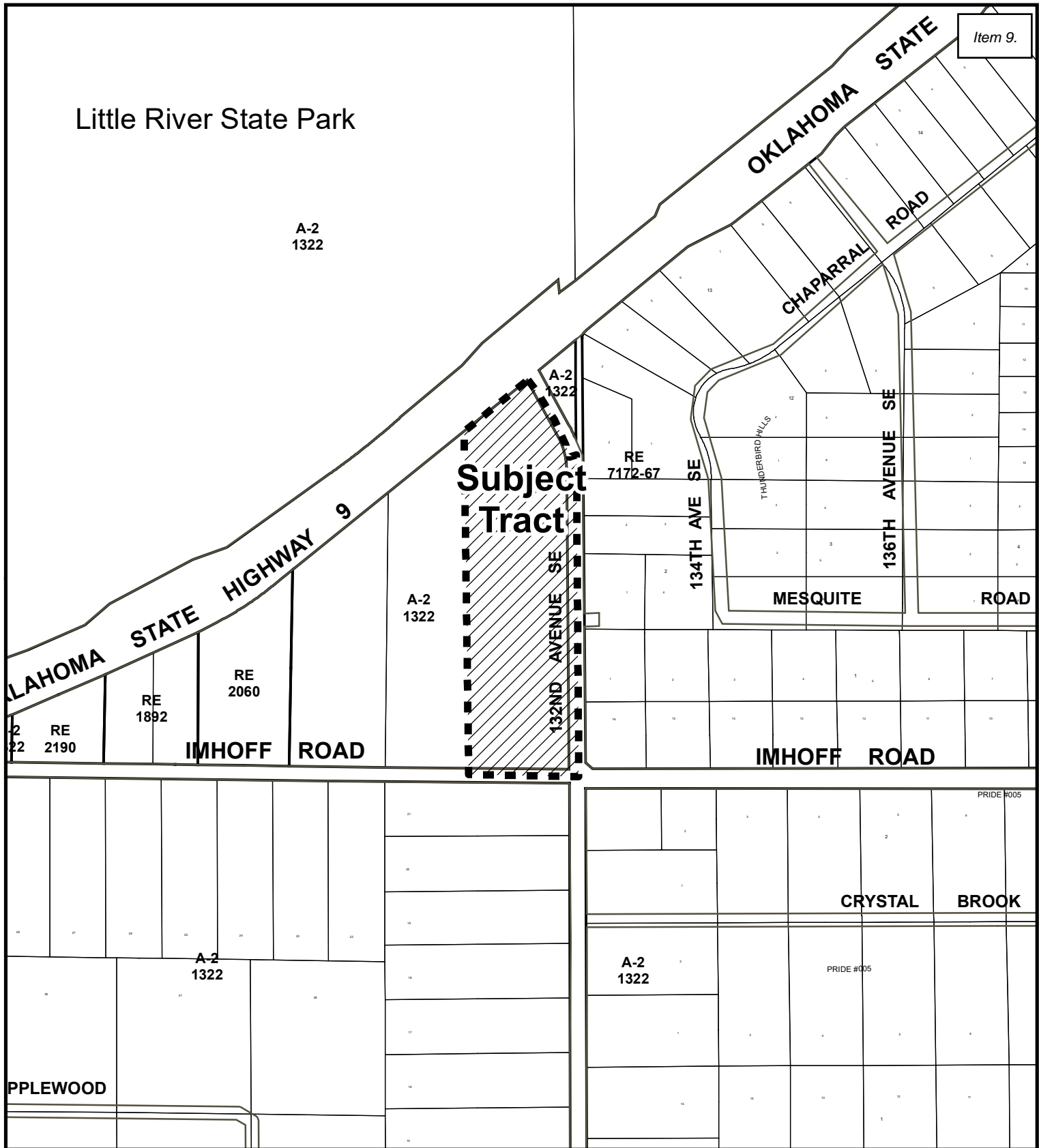
Tracts 2 contain WQPZ. However, there is sufficient area to construct structures outside of the WQPZ. This area will be protected by the owners per covenants. Drainage Easement E-2021-7 has been submitted for the WQPZ.

Private individual sanitary sewer systems and water systems will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards.

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

RECOMMENDATION:

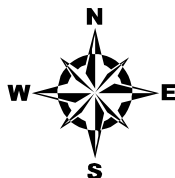
Based upon the above information, staff recommends approval of the request in a variance in the minimum acreage requirement for Tracts 1 and 2 from 10 acres to 9.752 acres and acceptance of Easement E-2021-7 and approval of Norman Rural Certificate of Survey COS-2021-16 for Imhoff Acres.



Location Map




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



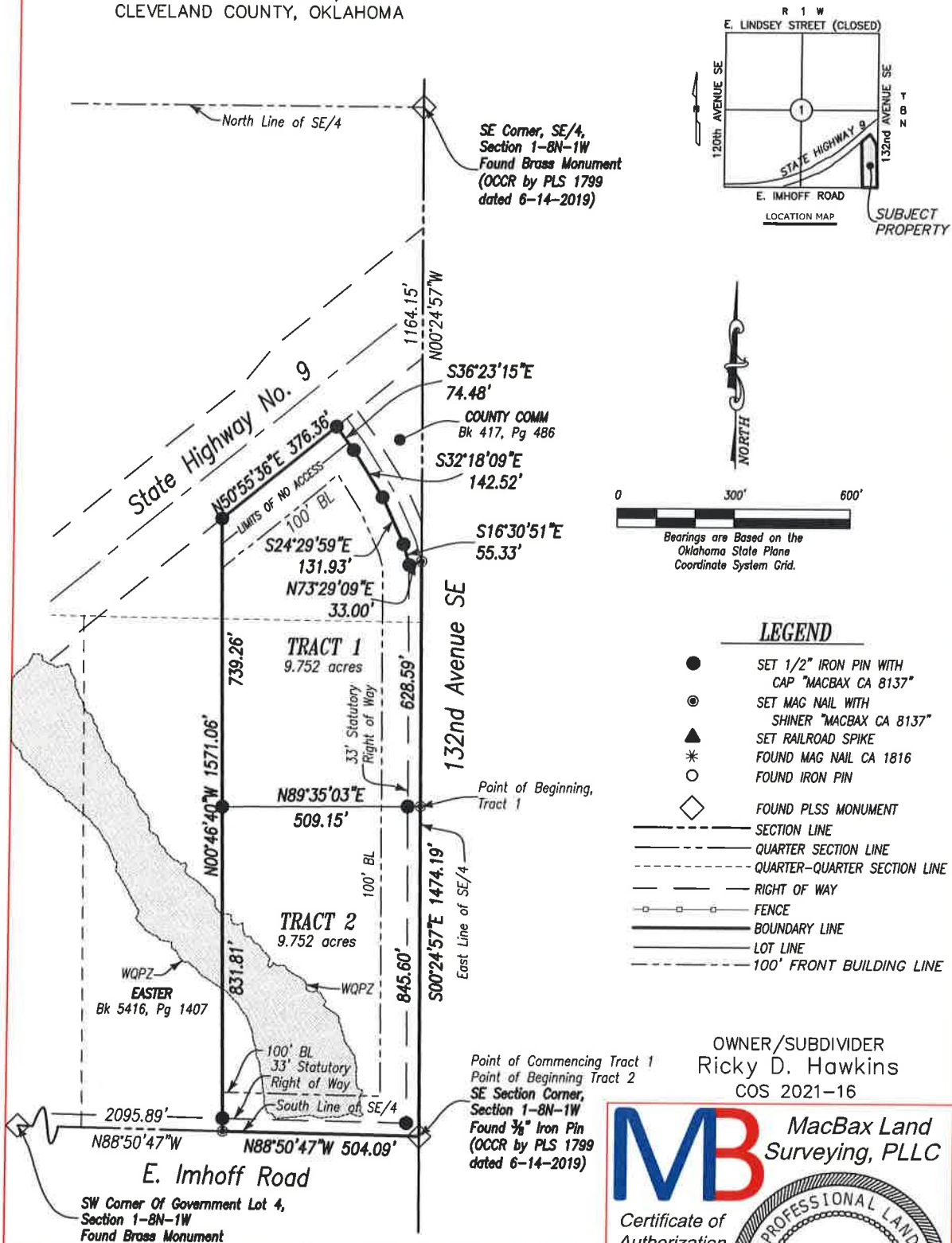
June 2, 2021

0 300 600 Ft.

 Subject Tract

 Zoning

IMHOFF ACRES
 NORMAN RURAL CERTIFICATE OF SURVEY
 COS 2021-16
 PART OF THE SE/4,
 SECTION 1, T8N, R1W, IM,
 CITY OF NORMAN,
 CLEVELAND COUNTY, OKLAHOMA



OWNER/SUBDIVIDER
 Ricky D. Hawkins
 COS 2021-16

MB MacBax Land
 Surveying, PLLC

Certificate of
 Authorization
 No. 8137



4716 Stonegate Drive
 Norman, OK 73072
 Phone 405-872-7594
 Kent@MBLS.us

SURVEY FOR
 IMHOFF ACRES
 NORMAN RURAL CERTIFICATE OF SURVEY

DATE 4/27/2021 SCALE 1" = 300'

PROJECT NO. MB-21048
 REVISED 5/28/21
 Page 1 of 4

LOCATION

Part of the SE/4,
 Section 1, T8N, R1W, I.M.
 Cleveland County, Oklahoma

GRANT OF EASEMENT
E- 2122 - 7

KNOW ALL MEN BY THESE PRESENTS:

THAT, Ricky Paul Jovahna Hawkins in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a drainage easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A tract of land that is part of the Southeast Quarter of Section 1, Township 8 North, Range 1 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southeast Corner of said Southeast Quarter; THENCE N 88°50'47" W, along the south line of said Southeast Quarter, a distance of 504.09 feet; THENCE N 00°46'40" W a distance of 366.51 feet to the POINT OF BEGINNING; THENCE continuing N 00°46'40" W a distance of 190.78 feet; THENCE S 84°37'59" E a distance of 24.65 feet; THENCE S 56°30'42" E a distance of 40.76 feet; THENCE S 35°12'20" E a distance of 64.18 feet; THENCE S 51°34'17" E a distance of 109.45 feet; THENCE S 53°15'10" E a distance of 101.04 feet; THENCE S 38°50'21" E a distance of 73.32 feet; THENCE S 18°20'02" E a distance of 72.71 feet; THENCE S 24°21'45" E a distance of 50.28 feet; THENCE S 11°59'23" E a distance of 78.51 feet; THENCE S 01°28'32" E a distance of 67.05 feet; THENCE S 89°14'32" W a distance of 250.56 feet; THENCE N 09°09'27" W a distance of 106.47 feet; THENCE N 13°48'28" W a distance of 76.30 feet; THENCE N 17°17'03" W a distance of 104.00 feet; THENCE N 42°24'07" W a distance of 75.17 feet to the POINT OF BEGINNING. Above-described tract contains 2.475 acres, more or less, per plat of survey MB-21048, dated May 28th, 2021, by MacBax Land Surveying, PLLC, Certificate of Authorization Number 8137.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating an easement as indicated below:

WATER QUALITY PROTECTION ZONE

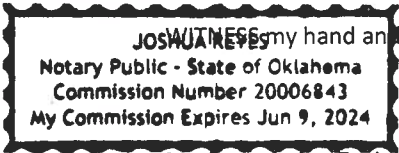
To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this 19 day of July, 2021.

BY: [Signature] BY: [Signature]

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:
Before me, the undersigned, a Notary Public in and for said County and State, on this 19 day of July, 2021, personally appeared Ricky Paul Jovahna Hawkins and Jovahna Hawkins, to me known to be the identical person(s)/(company title) who executed the foregoing grant of easement and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.



My Commission Expires: June 9, 2024 [Signature]
Notary Public

Approved as to form and legality this 20 day of July, 2021.
[Signature]
City Attorney

Approved and accepted by the Council of the City of Norman, this ____ day of _____, 20____.

Mayor

ATTEST: _____ SEAL:
City Clerk

E-2122-7

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:
Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared _____ and _____, to me known to be the identical person(s) who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

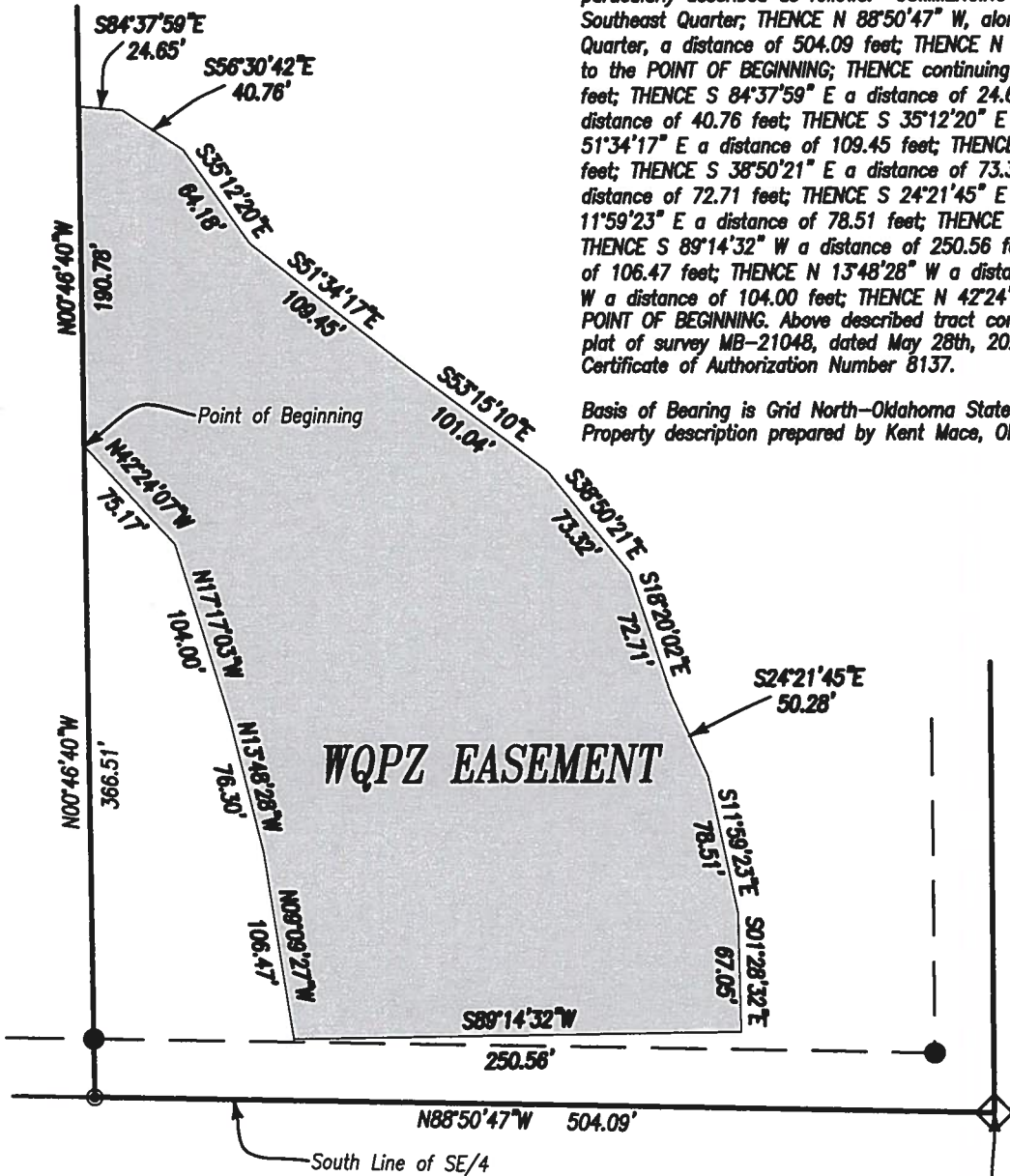
WITNESS my hand and seal the day and year last above written.

My Commission Expires: _____
Notary Public

WQPZ EASEMENT

A tract of land that is part of the Southeast Quarter of Section 1, Township 8 North, Range 1 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southeast Corner of said Southeast Quarter; THENCE N 88°50'47" W, along the south line of said Southeast Quarter, a distance of 504.09 feet; THENCE N 00°46'40" W a distance of 366.51 feet to the POINT OF BEGINNING; THENCE continuing N 00°46'40" W a distance of 190.78 feet; THENCE S 84°37'59" E a distance of 24.65 feet; THENCE S 56°30'42" E a distance of 40.76 feet; THENCE S 35°12'20" E a distance of 64.18 feet; THENCE S 51°34'17" E a distance of 109.45 feet; THENCE S 53°15'10" E a distance of 101.04 feet; THENCE S 38°50'21" E a distance of 73.32 feet; THENCE S 18°20'02" E a distance of 72.71 feet; THENCE S 24°21'45" E a distance of 50.28 feet; THENCE S 11°59'23" E a distance of 78.51 feet; THENCE S 01°28'32" E a distance of 67.05 feet; THENCE S 89°14'32" W a distance of 250.56 feet; THENCE N 09°09'27" W a distance of 106.47 feet; THENCE N 13°48'28" W a distance of 76.30 feet; THENCE N 17°17'03" W a distance of 104.00 feet; THENCE N 42°24'07" W a distance of 75.17 feet to the POINT OF BEGINNING. Above described tract contains 2.475 acres, more or less, per plat of survey MB-21048, dated May 28th, 2021, by MacBax Land Surveying, PLLC, Certificate of Authorization Number 8137.

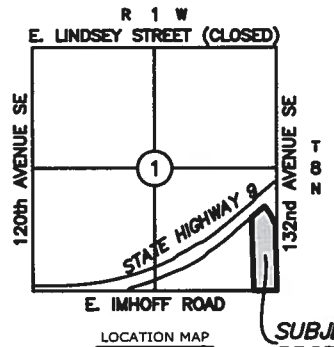
Basis of Bearing is Grid North—Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873.



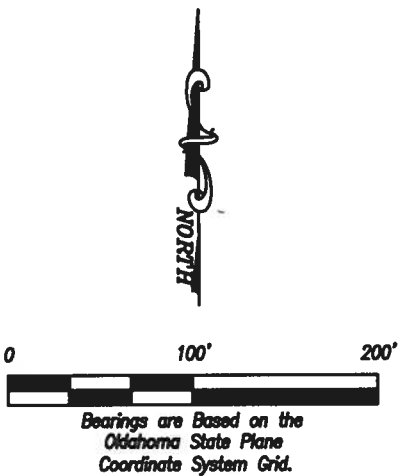
Point of Commencing
SE Section Corner,
Section 1-8N-1W
Found 3/8" Iron Pin
(OCCR by PLS 1799
dated 6-14-2019)

LEGEND

- SET 1/2" IRON PIN WITH CAP "MACBAX CA 8137"
- ⊙ SET MAG NAIL WITH SHINER "MACBAX CA 8137"
- ▲ SET RAILROAD SPIKE
- * FOUND MAG NAIL CA 1816
- FOUND IRON PIN
- ◇ FOUND PLSS MONUMENT
- SECTION LINE
- - - QUARTER SECTION LINE
- - - QUARTER-QUARTER SECTION LINE
- RIGHT OF WAY
- - - FENCE
- BOUNDARY LINE
- WQPZ ZONE
- LOT LINE



SUBJECT
PROPERTY



MB MacBax Land Surveying, PLLC

Certificate of Authorization No. 8137

KENT MACE
1873
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA

4716 Stonegate Drive
Norman, OK 73072
Phone 405-872-7594
Kent@MBLS.us

SURVEY FOR	
IMHOFF ACRES WQPZ EASEMENT	
DATE	SCALE
5/28/2021	1"= 100'
PROJECT NO.	REVISED
MB-21048	Page 1 of 1

LOCATION

Part of the SE/4,
Section 1, T8N, R1W, I.M.
Cleveland County, Oklahoma

May 12, 2021

City of Norman, Planning Commission and
City of Norman Staff Members
201 W. Gray
Norman, Oklahoma 73070

Re: **Proposed "Imhoff Acres" COS 2021-16**

To all interested parties,

I hereby request, on behalf of the developer, that the City of Norman allow a variance in the City's Zoning Ordinance 19:606 (A-2 COS) Section A (Lot Size) for Tracts 1 and 2 of this Certificate of Survey. The Ordinance states that the minimum size lot shall be 10 acres. There are two reasons that we cannot meet the minimum. 1) The county purchased a section in the Northeast corner of Tract 1 to improve the intersection of 132nd Avenue SE and State Highway 9. When they purchased this section, they purchased the entire right-of-way. Normally, the Lot size is taken to the center of the roadway. 2) Section 1-8N-1W is a short section which also shortens the actual land size of the section (634 acres vs 640 acres). The requested sizes of Tracts 1 and 2 are 9.752 acres. We request that the smaller size be accepted. If you require additional information, please contact me.

Sincerely,



Kent Mace, PE, PLS
MacBax Land Surveying, PLLC

M A C B A X L A N D S U R V E Y I N G , P L L C

4716 Stonegate Drive Norman, OK 73072 (405) 872-7594

GBC 21-17

APPLICANT	Rich Hawkins
LOCATION	Northwest corner of E Imhoff Rd. and 132 nd Ave SE
PROPOSAL	Norman Rural Certificate of Survey
NORMAN 2025 LAND USE	Current: County Residential
LAND USE	Current: Open Space

Greenbelt Commission Final Comments - GBC 21-17

Greenbelt forwards this item with no additional comments.

CERTIFICATE OF SURVEY
COS-2021-16

ITEM NO. 4

STAFF REPORT**ITEM:** Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2021-16 FOR IMHOFF ACRES.****LOCATION:** Located on the southwest corner of the intersection of State Highway No. 9 and 132nd Avenue S.E.**INFORMATION:**

1. Owners. McGregor Ranch, L.L.C.
2. Developer. McGregor Ranch, L.L.C.
3. Surveyor. MacBax Land Surveying, PLLC.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1314 annexing this property into the City of Norman Corporate Limits without zoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewer. Individual sanitary sewer systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

4. **Acreage.** This property consists of 19.504 acres. Tract 1 consists of 9.752 acres and Tract 2 consists of 9.752 acres. The surveyor has requested a variance in the minimum 10 acre requirement based on the fact that 132nd Avenue S.E. realignment (a safer intersection connection with 132nd Avenue S.E. and State Highway No. 9) and State Highway No. 9 right-of-way removed any possibility of this property being 20 acres.

SUPPLEMENTAL MATERIAL: Copies of a location map, Norman Rural Certificate of Survey No. COS-2021-16 for Imhoff Acres and a letter of request for a variance in the minimum acreage requirement for Tracts 1 and 2 are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The applicant is requesting a variance in the minimum acreage requirement of 10 acres per tract. Each tract is 9.752 acres. Staff recommends approval of a variance in the minimum 10 acre requirement per tract and approval of Norman Rural Certificate of Survey No. COS-2021-16 for Imhoff Acres.

ACTION NEEDED: Recommend approval or disapproval of a variance in the minimum 10 acre requirement for each tract and recommend approval or disapproval of Norman Rural Certificate of Survey No. COS-2021-16 for Imhoff Acres to City Council.

ACTION TAKEN: _____

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JUNE 10, 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 10th day of June, 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 6:32 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Erin Williford
Mark Daniels
Steven McDaniel
Erica Bird
Lark Zink
Sandy Bahan
Michael Jablonski

MEMBERS ABSENT

Nouman Jan
Dave Boeck

A quorum was present.

STAFF MEMBERS PRESENT

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

* * *

CONSENT DOCKET

Item No. 2, being:

TMP-168 -- APPROVAL OF THE MAY 13, 2021 PLANNING COMMISSION REGULAR SESSION MINUTES

*

Item No. 3, being:

COS-2021-15 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY MCGREGOR RANCH, L.L.C. (MACBAX & ASSOCIATES) FOR JOHN DALTON RIDGE FOR APPROXIMATELY 143.487 ACRES OF PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF 60TH AVENUE S.E. AND E. POST OAK ROAD.

*

Item No. 4, being:

COS-2021-16 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY MCGREGOR RANCH, L.L.C. (MACBAX & ASSOCIATES) FOR IMHOFF ACRES FOR APPROXIMATELY 19.504 ACRES OF PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF STATE HIGHWAY NO. 9 AND 132ND AVENUE S.E.

*

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Chair Bird asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, she asked if any member of the public wished to remove any item. There being none, she asked for a motion.

Sandy Bahan moved to approve the Consent Docket as presented. Erin Williford seconded the motion.

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

YEAS	Erin Williford, Mark Daniels, Steven McDaniel, Erica Bird, Lark Zink, Sandy Bahan, Michael Jablonski
NAYES	None
MEMBERS ABSENT	Nouman Jan, Dave Boeck

Ms. Tromble announced that the motion, to adopt the Consent Docket, passed by a vote of 7-0.

* * *

Item No. 4, being:

COS-2021-16 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY MCGREGOR RANCH, L.L.C. (MACBAX & ASSOCIATES) FOR IMHOFF ACRES FOR APPROXIMATELY 19.504 ACRES OF PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF STATE HIGHWAY No. 9 AND 132ND AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Certificate of Survey
3. Staff Report
4. Variance Request
5. Greenbelt Commission Comments

This item was adopted as part of the Consent Docket by a vote of 7-0.

*

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-1 FOR COTTONWOOD FLATS WITH A VARIANCE IN THE PRIVATE ROAD WIDTH FROM 20 FEET TO 12 FEET SERVING TWO TRACTS; VARIANCE IN THE MINIMUM ACREAGE REQUIREMENT FOR TRACT 1 FROM 10 ACRES TO 9.963 ACRES AND TRACT 2 FROM 10 ACRES TO 9.968 ACRES; AND A VARIANCE IN THE FRONT BUILDING SETBACK WIDTH FOR TRACT 1 FROM 330 FEET TO 328.15 FEET AND EASEMENTS E-2122-8 AND E2122-9. (GENERALLY LOCATED ONE-HALF MILE WEST OF 24TH AVENUE N.E. ON THE NORTH SIDE OF TECUMSEH ROAD)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-1 FOR COTTONWOOD FLATS WITH A VARIANCE IN THE PRIVATE ROAD WIDTH FROM 20 FEET TO 12 FEET SERVING TWO TRACTS; VARIANCE IN THE MINIMUM ACREAGE REQUIREMENT FOR TRACT 1 FROM 10 ACRES TO 9.963 ACRES AND TRACT 2 FROM 10 ACRES TO 9.968 ACRES; AND A VARIANCE IN THE FRONT BUILDING SETBACK WIDTH FOR TRACT 1 FROM 330 FEET TO 328.15 FEET AND EASEMENTS E-2122-8 AND E-2122-9. (GENERALLY LOCATED ONE-HALF MILE WEST OF 24TH AVENUE N.E. ON THE NORTH SIDE OF TECUMSEH ROAD.

BACKGROUND:

This item is Norman Rural Certificate of Survey COS-2122-1 Cottonwood Flats is generally located one-half mile west of 24TH Avenue N.E. on the north side of Tecumseh Road.

Norman Rural Certificate of Survey COS-2122-1 for Cottonwood Flats was approved by Planning Commission at its meeting of July 10, 2021, with a variance in the private road width from 20' to 12' serving two tracts, variance in the minimum acreage requirement for Tract 1 from 10 acres to 9.963 acres and Tract 2 from 10 acres to 9.968 acres and a variance in the front building setback width for Tract 1 from 330' to 328.15'.

DISCUSSION:

There are a total of two (2) tracts encompassing 19.931 acres in this certificate of survey. Tract 1 consist of 9.963 acres and Tract 2 consists of 9.968 acres. The City standard road width for a private road is twenty-feet (20') in width. Whenever a private road serves three (3) lots or less, the applicant can request a variance to twelve-feet (12') in width. There is an existing road that will be improved to serve Tracts 1 and 2. A request has been made to vary the private road standard from 20-feet to 12-feet. A private roadway easement is included in COS-2122-1 for Cottonwood Flats.

This certificate of survey, if approved, will allow one single family structure on each tract. Private individual sanitary sewer systems and water wells will be installed in accordance with the

Oklahoma Department of Environmental Quality (ODEQ) standards for each tract. Fire protection will be provided by the City of Norman pumper/tanker trucks.

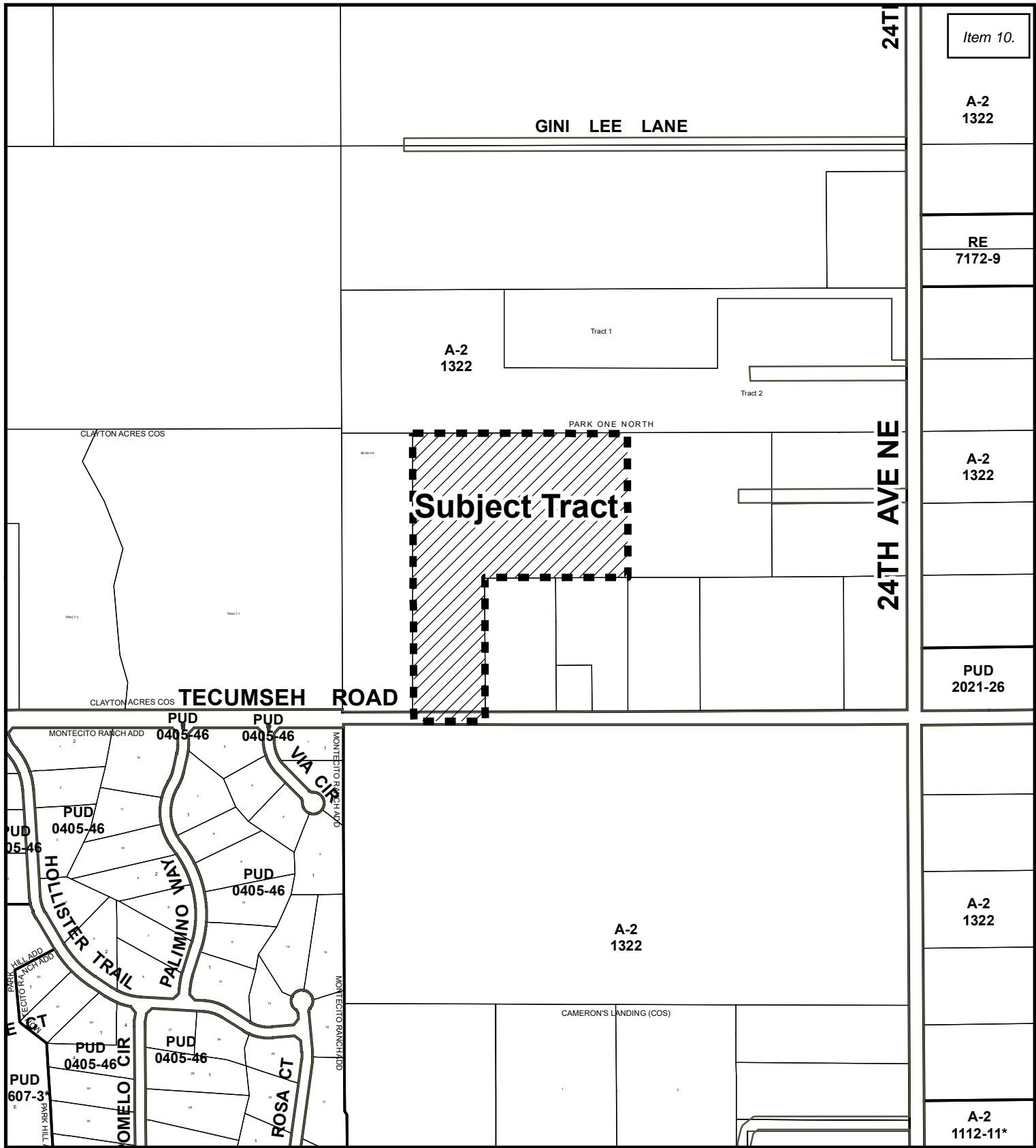
Tracts 2 contains Water Quality Protection Zone (WQPZ) within the property for a tributary of Little River in the Lake Thunderbird watershed. However, there is sufficient area to construct a single-family residence outside of the WQPZ including sanitary sewer system and water well. The required covenants protecting the WQPZ have been reviewed by the City Legal Department and will be filed of record with the certificate of survey.

An easement and covenants have been submitted to address the WQPZ. In addition, a roadway, drainage and utility easement has been submitted for Tecumseh Road.

RECOMMENDATION:

Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey COS-2122-1 for Cottonwood Acres, including the variance in the private road width from 20' to 12' serving two tracts, variance in the minimum acreage requirement for Tract 1 from 10 acres to 9.963 acres and Tract 2 from 10 acres to 9.968 acres and a variance in the front building setback width for Tract 1 from 330' to 328.15', acceptance of Easement E-2122-8 and Easement E-2122-9.

Reviewed by: Scott Sturtz, City Engineer
Shawn O'Leary, Director of Public Works
Jane Hudson, Director of Planning and Community Development
Kathryn Walker, City Attorney
Darrel Pyle, City Manager



Item 10.

A-2
1322

RE
7172-9

A-2
1322

PUD
2021-26

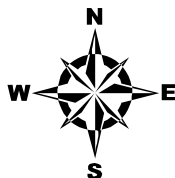
A-2
1322

A-2
1112-11*

Location Map



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



June 28, 2021

0 300 600 Ft.

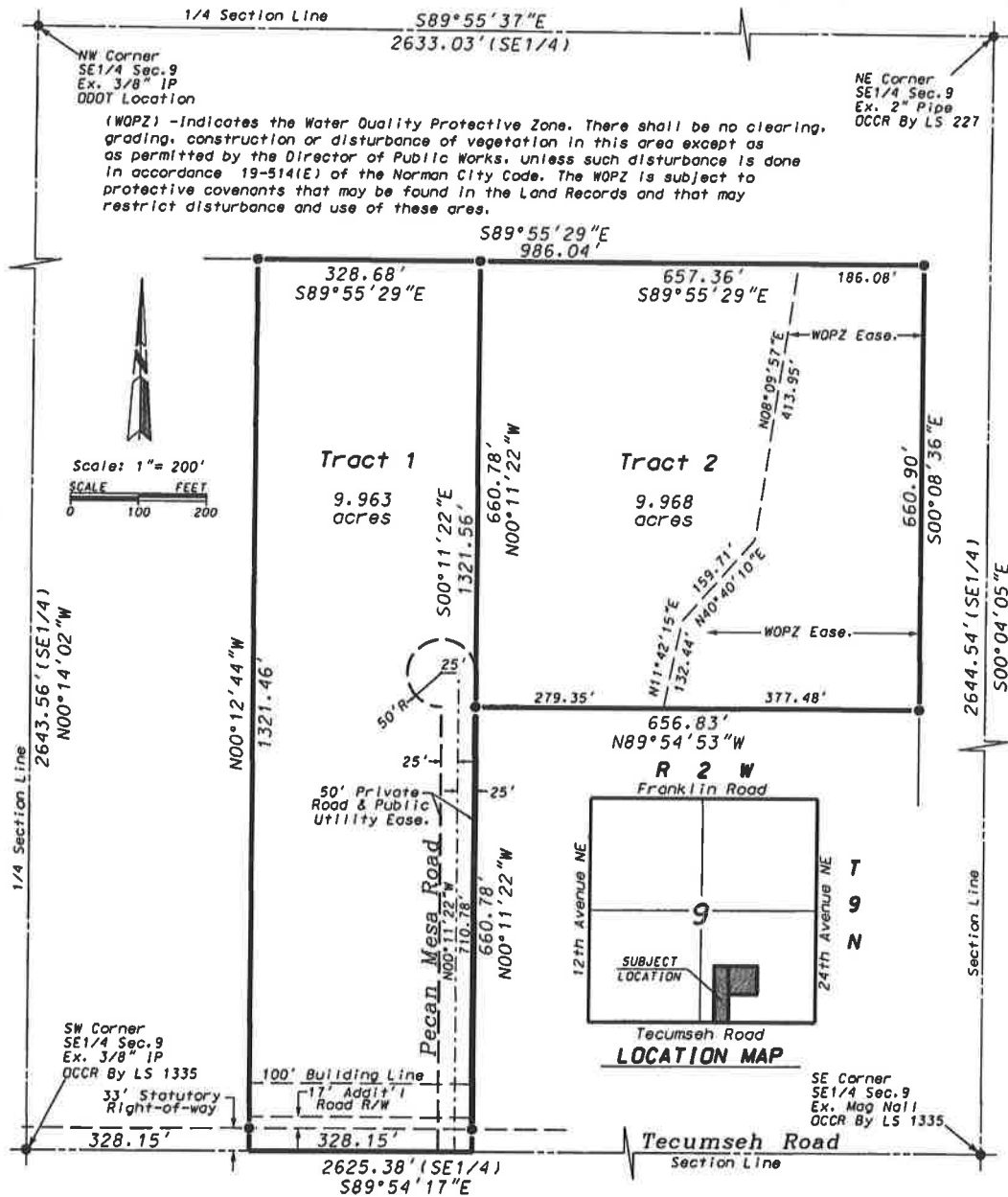


Subject Tract



Zoning

COTTONWOOD FLATS ESTATES
A NORMAN RURAL CERTIFICATE
OF SURVEY SUBDIVISION
 PART OF THE SE1/4 OF SECTION 9, T9N, R2W, I.M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA
COS 2021-



POLLARD & WHITED SURVEYING, INC.

2514 Tee Drive Norman, OK 73069
 405-366-0001 Off.
 405-443-8100 Cell

CA 2380 exp. 6-30-21

tlm@pwsurveying.com

Cottonwood Flats Estates
 Norman Rural Certificate of Survey Subdivision
 Part SE1/4 of Section 9, T9N, R2W, IM
 Norman, Cleveland County, Oklahoma
 May 20, 2021
 9-9n2w.dgn

Drawn By: T. Pollard
 Sheet 1 of 7

GRANT OF EASEMENT

E-2122-8

KNOW ALL MEN BY THESE PRESENTS:

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

(17' Additional R/W)

A strip of land in the East Half of the West Half of the Southwest Quarter of the Southeast Quarter (E1/2-W1/2-SW1/4-SE1/4) of Section Nine (9), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474 dated May 20, 2021 using an Arbitrary bearing of S89°54'17"E between existing monuments on the South line of said SE1/4 as a Basis of Bearing, said strip further described as:

COMMENCING at the Southwest Corner of said SE1/4;

Thence S89°54'17"E, on the South line of said SE1/4, for a distance of 328.15 feet to the Southwest corner of said E1/2-W1/2-SW1/4-SE1/4,;

Thence N00°12'44"W, on the West line of said E1/2-W1/2-SW1/4-SE1/4, for a distance of 33.00 feet to the **POINT OF BEGINNING**;

Thence N00°12'44"W, on the West line of said E1/2-W1/2-SW1/4-SE1/4, for a distance of 17.00 feet;

Thence S89°54'17"E for a distance of 328.16 feet to the East line of said E1/2-W1/2-SW1/4-SE1/4,;

Thence S00°11'22"E, on the East line of said E1/2-W1/2-SW1/4-SE1/4, for a distance of 17.00 feet;

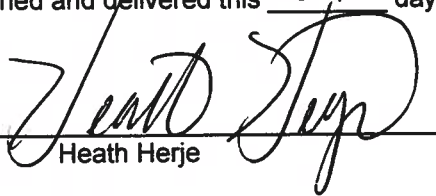
Thence N89°54'17"W for a distance of 328.15 feet to the **POINT OF BEGINNING**, containing 0.128 acres more or less.

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

Public Roadway, Drainage and Utility Easement

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

Signed and delivered this 24 day of May, 2021

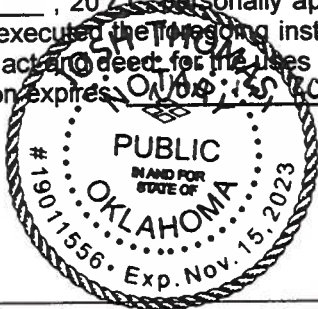

Heath Herje

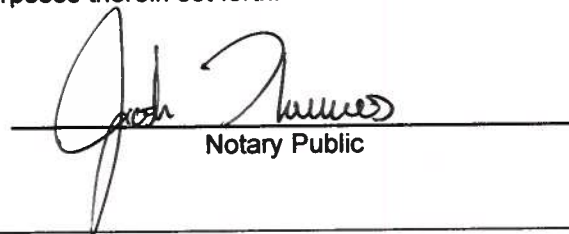

Angie Herje

**STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:**

Before me, the undersigned, a Notary Public in and for said County and State, on this 24 day of May, 2021, personally appeared Heath Herje and Angie Herje, to me known to be the identical persons who executed the foregoing instrument acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires ON 04-15-2023




Notary Public

CITY ATTORNEY

Approved as to form and legality this 20 day of July, 2021.


City Attorney

NORMAN CITY COUNCIL

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

ATTEST: _____
City Clerk

Mayor

GRANT OF EASEMENT**KNOW ALL MEN BY THESE PRESENTS:**

E-2122-9

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

(WQPZ AREA)

A tract of land in the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (NE1/4-SW1/4-SE1/4) of Section Nine (9), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474 dated May 20, 2021 using an Arbitrary bearing of S89°54'17"E between existing monuments on the South line of said SE1/4 as a Basis of Bearing, said tract further described as:

COMMENCING at the Southwest Corner of said SE1/4;

Thence S89°54'17"E, on the South line of said SE1/4, for a distance of 656.30 feet;

Thence N00°11'22"W for a distance of 660.78 feet to the Southwest corner of said NE1/4-SW1/4-SE1/4;

Thence S89°54'53"E, on the South line of said NE1/4-SW1/4-SE1/4, for a distance of 279.35 feet to the **POINT OF BEGINNING**;

Thence N11°42'15"E for a distance of 132.44 feet;

Thence N40°40'10"E for a distance of 159.71 feet;

Thence N08°09'57"E for a distance of 413.95 feet to the North line of said NE1/4-SW1/4-SE1/4;

Thence S89°55'29"E for a distance of 186.08 feet to the Northeast corner of said NE1/4-SW1/4-SE1/4;;

Thence S00°08'36"E for a distance of 660.90 feet to the Southeast corner of said NE1/4-SW1/4-SE1/4;

Thence N89°54'53"W for a distance of 377.48 feet to the **POINT OF BEGINNING**, containing 3.946 acres more or less.

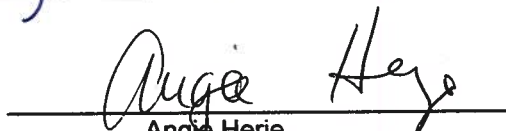
With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining and operating the facilities indicated below:

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

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

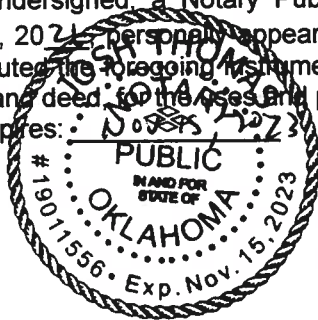
Signed and delivered this 24th day of May, 2021.

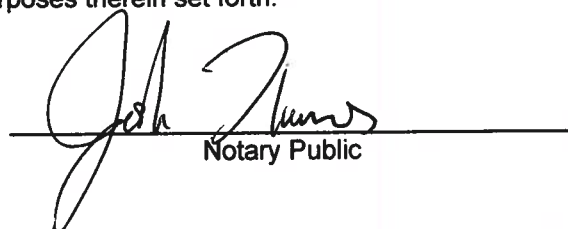

Heath Herje and


Angie Herje,

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 24 day of May, 2021, personally appeared Heath Herje and Angie Herje, to me known to be the identical persons who executed the foregoing instrument acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires: Nov. 15, 2023


Notary Public

CITY ATTORNEY

Approved as to form and legality this 20 day of July, 2021


City Attorney

NORMAN CITY COUNCIL

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

ATTEST: _____
City Clerk

Mayor

POLLARD & WHITED SURVEYING, INC.

2514 Tee Drive Norman, OK 73069
office (405)366-0001
tim@pwsurveying.com

May 27, 2021

City Of Norman Planning Commission
and City of Norman Staff Members
201 W. Gray
Norman, OK 73070

Re: Variance Request for proposed Certificate of Survey (COS) Subdivision
to be known as **"Cottonwood Flats Estates"**
in the SE1/4 of Sec.9, T9N, R2W, I.M.
Norman, Cleveland County, Oklahoma

To all interested parties,

An application has been submitted to the City of Norman Staff for **"Cottonwood Flats Estates"**. The proposed subdivision is located in the SE1/4 of Sec.9, T9N, R2W. The location can be generally described as: Located on the North side of Tecumseh Road approximately 4 tenths of a mile (2100') West of 24th Avenue NE.

This letter is a request for variance of the proposed COS Subdivision to be known as **"Cottonwood Flats Estates"** to the City of Norman, Cleveland County, Oklahoma. The applicant is asking the City of Norman to allow them to vary from the full 10-acre rule, to vary from the full 330 foot front Building Line requirement and to construct a private road of a minimum of Twelve (12) foot width.

"Cottonwood Flats Estates" will consist of two (2) residential tracts containing 9.96 acres each. The property owned is currently described as two aliquot Ten (10+/-) acre tracts being the NE1/4-SW1/4-SE1/4 and the E1/2-W1/2-SW1/4-SE1/4. The applicants do not own any more property along Tecumseh Road than the aliquot allotment. Due to shortage of distance along the South line of SE1/4 of Section 9 (2625' measured vs 2640' standard). The aliquot portions are short by nature and because of this shortage along the section line, the applicant's property is only 328.15 foot instead of the standard 330'. The Applicants would therefore request a variance for the minimum area and the minimum frontage to be allowed in their case.

"Cottonwood Flats Estates" will consist of only two (2) residential tracts. Each tract will be accessed by a private road easement to be known as "Pecan Mesa Road. Pecan Mesa Road will originate on Tecumseh Road and extend North to access both tracts. Only two (2) tracts will be served by this private drive and the Applicants would request a variance be granted to allow this private drive to only be Twelve (12) feet wide.

If you have any questions or concerns about this request, please call me at my office (405)366-0001, mobile (405)443-8100, or you can email me at tim@pwsurveying.com.



Respectfully,

Timothy G. Pollard
Timothy G. Pollard, PLS

CERTIFICATE OF SURVEY
COS-2122-1

ITEM NO. 3

STAFF REPORT**ITEM:** Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2122-1 FOR COTTONWOOD FLATS ESTATES.****LOCATION:** Generally located one-half mile west of 24TH Avenue N.E. on the north side of Tecumseh Road.**INFORMATION:**

1. Owners. Heath and Angie Herje.
2. Developer. Heath and Angie Herje.
3. Surveyor. Pollard & Whited Surveying, Inc.

HISTORY:

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

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewer. Individual sanitary sewer systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
4. Acreage. This property consists of 19.931 acres. Tract 1 consists of 9.963 acres, and Tract 2 consists of 9.968 acres.

5. Private Road. The private road will serve two (2) tracts. City standards requires a private road width of twenty-feet unless serving four (4) tracts or lots or fewer. The applicant has requested a variance in the 20' width to a 12' width private road since it will serve only two tracts.
6. Water Quality Protection Zone. Tract 2 contains WQPZ. However, there is sufficient area to construct structures outside of the WQPZ. This area will be protected by the owners per covenants.
7. Covenants. Covenants addressing the WQPZ are being reviewed by City Legal staff.

SUPPLEMENTAL MATERIAL: Copies of a location map, Norman Rural Certificate of Survey No. COS-2122-1 for Cottonwood Flats Estates and a letter of request for a variance in the minimum width requirement for a private road, minimum acreage requirement for Tracts 1 and 2 and minimum width requirement measured at the front building line for Tract 1 are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The applicant is requesting a variance in the private road width based on the fact it is serving four (4) or fewer lots or tracts. Staff recommends approval of a variance in the private road width requirement from 20' width to a 12' width since it will serve two tracts. In addition, the property has not contained a total of twenty (20) acres because of a short section. A request has been made to vary the ten (10) acre requirement from 10 acres to 9.963 acres for Tract 1 and 9.968 acres for Tract 2. Also, Tract 1 does not meet the 330' width requirement measured at the front building line. Property to the west and property to the east restrict the capability to meet the 330' requirement. Tract 1 has a width of 328.15'. Staff supports the variances and Norman Rural Certificate of Survey No. COS-2122-1 for Cottonwood Flats Estates.

ACTION NEEDED: Recommend approval or disapproval of a variance in the private road width from 20' to 12' serving two tracts, variance in the minimum acreage requirement for Tract 1 from 10 acres to 9.963 acres and Tract 2 from 10 acres to 9.968 acres and a variance in the front building setback width for Tract 1 from 330' to 328.15' and recommend approval or disapproval of Norman Rural Certificate of Survey No. COS-2122-1 for Cottonwood Flats Estates to City Council.

ACTION TAKEN: _____

GBC 21-19

APPLICANT	Tim Pollard
LOCATION	North side of Tecumseh Rd between 12th Ave NE and 24th Ave NE
PROPOSAL	Norman Rural Certificate of Survey
NORMAN 2025 LAND USE	Current: Very Low Density Residential
LAND USE	Current: Vacant

Greenbelt Commission Final Comments - GBC 21-19

Greenbelt forwards this item with no additional comments.

**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

* * *

CONSENT DOCKET

Item No. 2, being:

TMP-169 -- APPROVAL OF THE JUNE 10, 2021 PLANNING COMMISSION REGULAR SESSION MINUTES

*

Item No. 3, being:

COS-2122-1 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY HEATH AND ANGIE HERJE (POLLARD & WHITED SURVEYING, INC.) FOR COTTONWOOD FLATS ESTATES FOR 19.931 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF EAST TECUMSEH ROAD APPROXIMATELY ONE-HALF MILE EAST OF 12TH AVENUE N.E.

*

Item No. 4, being:

SFP-2122-1 – CONSIDERATION OF A SHORT FORM PLAT SUBMITTED BY G&G DEVELOPMENT, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR LOTS 1A AND 1B, BEING A REPLAT OF LOT 1, BLOCK 2, TECUMSEH ROAD BUSINESS PARK SECTION 2, FOR APPROXIMATELY 1.2951 ACRES OF PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF N. FLOOD AVENUE AND TECUMSEH DRIVE.

*

Item No. 5, being:

PP-2122-1 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY THE UPLANDS DEVELOPMENT CO., L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR UPLANDS ADDITION FOR APPROXIMATELY 129.90 ACRES OF PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF INDIAN HILLS ROAD AND 36TH AVENUE N.W.

*

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Chair Bird asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, she asked if any member of the public wished to remove any item. There being none, she asked for a motion.

Dave Boeck moved to approve the Consent Docket as presented. Sandy Bahan seconded the motion.

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

YEAS	Nouman Jan, Steven McDaniel, Erica Bird, Lark Zink, Dave Boeck, Sandy Bahan
NAYES	None
MEMBERS ABSENT	Erin Williford, Mark Daniels, Michael Jablonski

The motion, to adopt the Consent Docket, passed by a vote of 6-0.

* * *

Item No. 3, being:

COS-2122-1 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY HEATH AND ANGIE HERJE (POLLARD & WHITED SURVEYING, INC.) FOR COTTONWOOD FLATS ESTATES FOR 19.931 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF EAST TECUMSEH ROAD APPROXIMATELY ONE-HALF MILE EAST OF 12TH AVENUE N.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Certificate of Survey
3. Staff Report
4. Request for Variances
5. Greenbelt Commission Comments

This item was recommended for approval by City Council as part of the Consent Docket, with a variance in the minimum width requirement for a private road, a variance to the minimum acreage requirements for Tracts 1 and 2, and a variance to the minimum width requirement measured at the front building line for Tract 1, by a vote of 6-0.

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. 1 TO CONTRACT K-1920-111 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 TURTLE CROSSING DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE SUMMIT VALLEY LIFT STATION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. 1 TO CONTRACT K-1920-111 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 TURTLE CROSSING DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE SUMMIT VALLEY 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. Varena 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:

City Council previously approved Contract K-1920-111 for the original preliminary plat for the Turtle Crossing development. Subsequent to the approval of Contract K-1920-111, a revised preliminary plat incorporating addition development area was considered by Planning Commission on March 11, 2021 and approved by City Council on May 25, 2021. This amendment must be must be approved by the developer of Turtle Crossing development requiring them to fund a portion of the ongoing OM&R of the existing LS.

The developer of Turtle Crossing, Shaz Investment Group, LLC, is willing to implement the LS OM&R fee for the original and revised preliminary plat. If acceptable to Council, these costs would be recovered through proposed Contract K-1920-111. The monthly LS fee for the Summit Valley LS will be reduced to \$1.09. 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 Turtle Crossing as well as any other new areas that ultimately obtain sewer service from the Summit Valley 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 Summit Valley LS.

RECOMMENDATION:

Staff recommends approval of Amendment No. 1 to Contract K-1920-111 between the Norman Utilities Authority and Shaz Investment Group, LLC implementing the Summit Valley Lift Station Fee for the Turtle Crossing 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 Investments, LLC, 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 Revised Turtle Crossing subdivision requests that the subdivision be provided wastewater service through the existing Summit Valley 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 Revised Turtle Crossing subdivision to provide for the operation, maintenance, and replacement of said lift station serving said subdivision; and
5. WHEREAS, the original agreement K-1920-111 was approved by the City Council on March 10, 2020, for the original area included within the preliminary plat.
6. WHEREAS, subsequent to the approval of the original agreement, the preliminary plat for the Turtle Crossing subdivision (revised) was revised to include additional areas.
7. WHEREAS, the existing Summit Valley Lift Station was constructed and placed into service in 2004 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
8. WHEREAS, connecting to the existing Summit Valley Lift Station and the serving of the Turtle Crossing subdivision (revised) 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:

9. THAT the parties do establish an operation, maintenance, and replacement monthly lift station fee for the Turtle Crossing subdivision (revised) whose sanitary sewage will flow to the existing Summit Valley 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.

10. 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 the Turtle Crossing 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 Summit Valley Lift Station, force main and associated appurtenances.
- (b) The Authority shall levy the Lift Station Fee upon all lots within the Summit Valley 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 Summit Valley 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 Summit Valley 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 Turtle Crossing subdivision (revised) enlarging the Summit Valley 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 amended 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 _____, 2020.

Authority Attorney

Shaz Investment Group
2252 North Broadway Street
Moore, OK 73106

By: _____
Hossein Farzaneh, Developer of Turtle Crossing

Subscribed and sworn to before me this 2nd day of July, 2021
2020.

Novella Joan Dewees
Notary Public

My Commission Expires:

June 3, 2025



EXHIBIT A

Lift Station Operation, Maintenance and Replacement Cost Estimate

Summit Valley / Bellatona / East Ridge / Stone Lake / Sienna Springs / Terra Verde / Turtle Crossing / Varena Landing

Proposed Lift Station Sewer Service Area including expected number and type of residential units as well as the number of acres of other zoning classifications such as commercial, institutional, industrial, etc. If applicable, a phasing plan shall be submitted. Calculate estimated population equivalent to be served by the lift station (include total population and breakout by phases, if applicable). Estimated average daily wastewater flow (ADF) in gallons per day (GPD) and peak hourly flow in GPD utilizing generally accepted standards for per capita ADF or other data acceptable to the City of Norman.

	Summit Valley (1006) Bellatona (692)	Sum. Valley & Bellatona Commercial	Sienna Springs (50) Stone Lake (42)	Eastridge Duplex and Residential	Turtle Crossing	Varena Landing	Terra Verde Students	Total
	<u>Lots</u>	<u>Acres</u>	<u>Lots</u>	<u>Lots</u>	<u>Lots</u>	<u>Lots</u>		
	1698	14.59	92	45 & 532	103	88	156	
Population Equivalent Per Category	2.55	5	2.55	5.1 & 2.55	2.55	2.55	0.1	
Estimated Population	4,330	73	235	1,587	263	225	16	6,729
Per Capita average daily wastewater flow (ADF)	100	100	100	100	100	100	100	
Estimated average daily wastewater flow (ADF) in gallons per day	433,000	7,300	23,500	158,700	26,300	22,500	1,600	672,900
Estimated peak hourly flow in GPD	1,732,000	29,200	94,000	634,800	105,200	90,000	6,400	2,691,600
Peaking Factor	4.0							

Drawings showing the location of the proposed lift station, force main and access roadways. Include sufficient data to allow the pump static head to be determined).

The Engineering Report provided by the developer will include sufficient information to allow the City of Norman to calculate the approximate cost to operate, maintain and replace capital equipment for the life of the proposed lift station. This information shall include the following at a minimum:

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.

<u>GPM</u>	<u>TDH</u>	<u>Efficiency</u>	<u>HP</u>				
830	76	60%	25.00				

Estimate average annual electrical cost

1. Pump time (hours per day) = ((ADF in GPD) x 24) / (1440 x (Pump Capacity in GPM))

<u>ADF</u>	<u>Pumping Capacity</u>	<u>Pumping Hours/day</u>					
672,900	830	13.51					

2. kilowatt-hours (kWh) = (HP) x 0.746 x (pump time in hours per day) x 365

<u>HP</u>	<u>Pumping Hours/Day</u>	<u>Kwh Per Day</u>	<u>Kwh Per Year</u>				
25.00	13.51	252.00	91,980				

3. Annual Electrical Cost = kWh per year x \$0.08 kWh

<u>Kwh Per Year</u>	<u>Cost per Kwh</u>	<u>Cost per Year</u>					
91,980	0.08	\$7,358.39					

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

<u>Lift Station Cost</u>	<u>12" Force Main Length</u>	<u>Force Main Per Foot</u>	<u>Force Main Cost</u>	<u>Total Cost</u>	<u>Annual Cost</u>		
\$400,000.00	2,363	\$60.00	\$141,780.00	\$541,780.00	\$27,089.00		

Calculate Total Monthly OM&R Cost: Monthly OM&R Cost = (Annual Electrical Cost + Annual OM&R Cost) / 12

<u>Electrical Cost</u>	<u>OM&R Cost</u>	<u>Total Annual Cost</u>	<u>Total Monthly Cost</u>				
\$7,358.39	\$27,089.00	\$34,447.39	\$2,870.62				

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 number of persons per household is the same as was assumed in the Engineering Report.

<u>Total Annual Monthly Cost</u>	<u>Monthly Cost Per Person</u>	<u>Monthly Cost Per Household</u>					
\$2,870.62	\$0.427	\$1.09					
Terra Verde School Gym =	\$6.66						

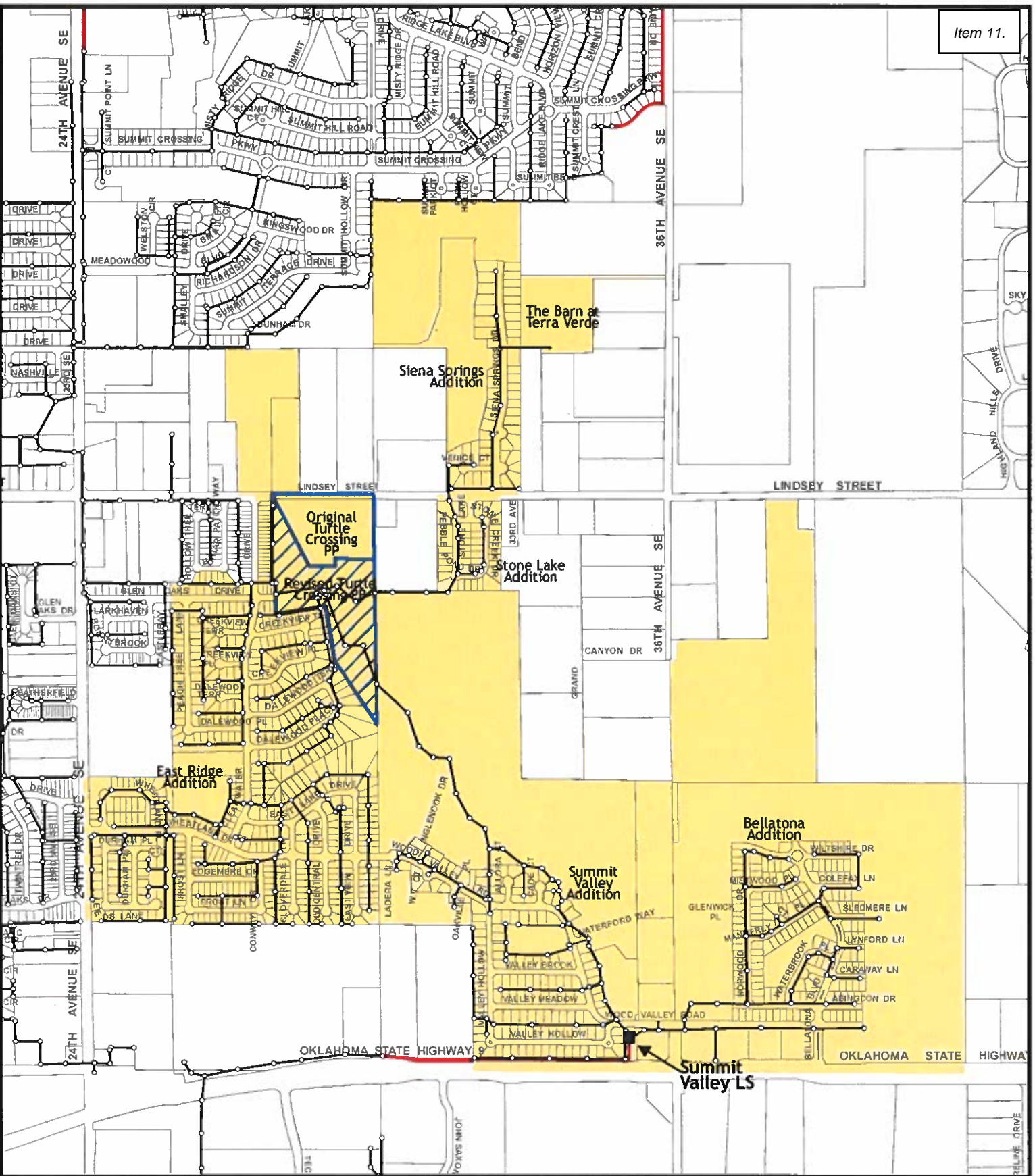
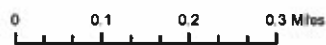


Exhibit B - Turtle Crossing Lift Station Agreement










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.



July 2, 2021



-  Lift Station
 SS Force Main
 SS Gravity Main
 Original Turtle Crossing PP
 Revised Turtle Crossing PP
 Summit Valley LS Serv
 Parcel Boundary

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. 7 CONTRACT K-1415-34: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., EXTENDING ENGINEERING, MAINTENANCE, REPAIR, INSTALLATION AND REPORTING SERVICES ASSOCIATED WITH PERMANENT WASTEWATER FLOW METERING EQUIPMENT AT EIGHTEEN (18) LOCATIONS THROUGHOUT NORMAN THROUGH AUGUST 31, 2022.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. 7 CONTRACT K-1415-34: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., EXTENDING ENGINEERING, MAINTENANCE, REPAIR, INSTALLATION AND REPORTING SERVICES ASSOCIATED WITH PERMANENT WASTEWATER FLOW METERING EQUIPMENT AT EIGHTEEN (18) LOCATIONS THROUGHOUT NORMAN THROUGH AUGUST 31, 2022.

BACKGROUND:

In October 23, 2001, the Norman Utilities Authority (NUA) approved Contract K-0102-50 with RJN Group, Inc. (RJN) which began a program to measure wastewater flows from satellite collection systems. The scope of services included metering equipment selection, installation, calibration, software for data collection and reporting, and a one-year maintenance contract which ended March 31, 2003. The program began with the installation of 10 flow meters at discharge points serving the University of Oklahoma. The contract was amended several times in subsequent years to authorize continued maintenance, data collection, and reporting.

After five years, a Request for Proposal (RFP) was forwarded to consultants. On August 28, 2007, the NUA approved Contract K-0708-42 to RJN in an annual amount not to exceed \$150,000. Under this contract, unit prices were provided to perform meter maintenance and install a total of 19 meters. Additional meters were installed at discharges from satellite systems such as mobile home parks and apartment complexes to determine if permanent meters were justified at these locations. Additional meters were also installed to determine wastewater flows prior to and following improvements under the Sewer Maintenance Program (SMP). The NUA approved five amendments extending RJN's services through August 27, 2014. Over that time, unit prices for data collection and reporting increased from \$390 to \$437 per meter per month; an average annual increase of 1.6%.

Historically, RJN has been the only qualified firm interested in performing the work and they continue to provide a competitive price due to familiarity with the equipment, software and metering locations. For these reasons, staff requested that RJN provide a new contract to be renewed annually for NUA consideration. The NUA approved Contract K-1415-34 with a "not to exceed" amount of \$228,414 based on a continued maintenance, data collection and reporting for a total of 18 meters for 12 months plus purchase and installation of 9 new meters. The eighteen (18) metering installations include nine meters for OU billing purposes, seven meters

to measure dry and wet weather flow data from interceptors entering the Water Reclamation Facility (WRF) and two additional meters for sewer rehabilitation evaluation under the Sewer Maintenance Plan (SMP). This contract has been amended six times extending the monitoring period through August 31, 2021.

The existing metering equipment at each of nine OU monitoring locations were originally installed in 2002 and were replaced in 2016 to ensure collection of accurate flow data for billing purposes. The WRF interceptor meters were originally installed in 2010; six of these meters were replaced as part of Amendment No. 5. New rain gauges were installed as part of Amendment No. 6.

DISCUSSION:

Amendment No. 7 to Contract K-1415-34 with RJN Group, Inc. will extend flow-monitoring services through August 31, 2022 for the 18 existing meters. The unit rate will increase from \$580.00/meter/month to \$609.00/meter/month. The breakdown of unit costs for purchase and installation, engineering and maintenance to perform flow-monitoring services are detailed in Attachment C to the amendment. As noted in Attachment C, the estimated amount for the next 12-month period is \$155,000 is the same amount as the previous amendment.

The Fiscal Year Ending (FYE22) budget included new funding of \$155,000 in account 32955252-44099, Water Reclamation Fund, Professional Services. This is sufficient to cover the proposed amount of \$155,000.

Prior to the end of next fiscal year, staff intends to advertise a RFP for future services.

RECOMMENDATION:

Staff recommends approval of Amendment No. 7 to Contract K-1415-34 with RJN Group, Inc. in an amount not to exceed \$155,000.

AMENDMENT NO. 7
AMENDMENT TO AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
ENGINEERING SERVICES

This AMENDMENT is made part of the AGREEMENT dated September 23, 2014, between the Norman Utilities Authority (OWNER) and RJN Group, Inc. (ENGINEER) for engineering, maintenance, and installation services in connection with the Permanent Wastewater Flow Monitoring Project at specified locations within the collection system, per attached Exhibit 1, Project Location Map.

1. The Schedule as described in Attachment A, the Scope of Services of ENGINEER as described in Attachment B, and Compensation as described in Attachment C of said AGREEMENT are amended and supplemented as follows:
 - a. Schedule: The service and data management period will be extended for a one year period under this amendment from September 1, 2021 through August 31, 2022.
 - b. Compensation: The compensation for amended services rendered by ENGINEER shall be set forth in the compensation table in Attachment C of this AMENDMENT.

Acceptance of the terms of this Amendment is acknowledged by the following authorized signatures of the parties to the Agreement.

RJN GROUP, INC. – ENGINEER

ATTEST

By:



Title:

VICE PRESIDENT


Senior Office Administrator

Norman Utilities Authority- OWNER

APPROVED as to form and legality this _____ day of _____, 2021.

City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 2021.

ATTEST

By:

Title:

ATTACHMENT A

SCHEDULE

If new equipment installation or relocation of existing metering or telemetry equipment is requested and authorized by the OWNER as Additional Services, the ENGINEER shall mobilize within 21 days of receipt of the written Notice to Proceed and shall achieve Substantial Completion of equipment installation at the approved site locations within 60 days of the Notice to Proceed. Upon Substantial Completion, the annual Service and Data Management Period shall commence on a site-by-site basis.

ATTACHMENT B

SCOPE OF SERVICES

Project Initiation Period

Coordination

ENGINEER shall review all information collected by the Norman Utilities Authority (OWNER) to ensure a thorough understanding of the project background. A kick-off meeting with the OWNER shall be conducted to develop a thorough understanding of the project, goals and to coordinate the routine and timely exchange of information.

Routine project team meetings shall be conducted with OWNER representatives as necessary to review the PROJECT issues and status. ENGINEER shall institute a safety program to be strictly followed throughout the entire duration of the project. All crews shall wear appropriate identification.

Site Investigation

ENGINEER shall assist in selecting the specific monitoring points from a strategic and feasibility viewpoint. Site investigations shall involve the evaluation of the monitoring location to ensure sensor survivability and the ability to collect quality flow data. The investigation shall further include hydraulic evaluation for potential flow regimes including laminar, turbulent, backwater, and surcharged conditions.

The investigation shall also include evaluation and feasibility of site accessibility, telemetry, and power.

Equipment Selection

Based on the site selection investigation reports, the appropriate technologies shall be considered and evaluated to fulfill the project objectives. Equipment selection criteria shall consider the pipe size, anticipated flow ranges, telemetry method, operating principal, accuracy, data management requirements, and cost. A recommendation of the most practical technology for each site shall be provided to the OWNER.

Installation Period

Flow Monitoring Equipment

ENGINEER shall procure and deliver the monitoring equipment including sensors, installation bands, and necessary installation hardware. The OWNER will be provided with a copy of the selected flow monitoring software. The OWNER shall become the owner of the equipment and software at the time that Substantial Completion is reached.

The selected flow monitoring units shall be operated under battery power to allow for in-manhole installations without the necessity to bring permanent power to each site.

The following flow monitoring equipment shall be maintained by the ENGINEER throughout the duration of the project:

- Sixteen (16) newer, existing Hach FL902 Flow Meters (purchased by OWNER and installed by ENGINEER in 2014, 2015, 2016, 2017, 2018 & 2019) will be maintained at all flow metering sites. The active flow monitoring sites are: OU-01, OU-03, OU-04, OU-05, OU-06, OU-07, OU-11, OU-12, OU-14, WS-01, WS-10, WS-11, BP-17, BP-18, BP-25 and BP-30.
- Two (2) newer Hach FL902 Flow Meters will be maintained, and were recently relocated in August 2020 at sewer rehabilitation sites selected by OWNER to monitor pre- and post-construction wastewater flows. Meters are currently named with existing identification of RM-13A_2020 and RM-13B_2020 (purchased by OWNER and originally installed by ENGINEER in 2014).
- Two (2) existing rain gauges were upgraded to Ayyeka Wavelet Edge technology and one (1) additional rain gauge with Ayyeka Wavelet Edge technology was purchased and installed at OWNER desired location with ENGINEER acceptance of rain gauge monitoring site.

The remaining Hach Sigma 920 Flow Meters owned by OWNER and not in use will continue to be evaluated by ENGINEER to determine the condition and either be utilized as a backup meter or as a trade-in to reduce the cost of newly purchased meters, dependent on supplier authorization, as needed and authorized.

Equipment Warranty – Any new flow monitoring equipment installed shall be warranted for 1 year against all defects. The OWNER shall have the opportunity to extend the manufacturer's warranty, annually.

Installation

The equipment shall be installed according to the manufacturer's recommendations by trained technicians. The flow monitors shall be capable of recording both depth and velocity components and shall be configured to obtain readings on 15 minute intervals.

The sensing equipment is typically installed on a thin metal ring for smaller pipe applications. For larger pipe installations over 42-inch inside diameter, the sensing equipment is generally installed on a flange or partial band. The cabling shall be secured to the manhole walls and attached to a data logger at the top of the manhole for easy access. Prior to leaving the site, each flow monitor shall be configured and activated at the site.

Each monitored location shall be calibrated at installation, which involves comparing the returned sensor values against independent devices. ENGINEER staff shall acquire at least six calibrations at various flow levels.

Substantial Completion shall be reached upon the installation of all flow monitoring equipment, sensors and completion of hydraulic calibrations. ENGINEER shall submit for approval of Substantial Completion and provide at least one week of data for each site to demonstrate that the equipment is operating within operating standards.

Telemetry

Cellular telemetry shall be provided at each flow monitoring location. Amendment No. 4 Contract K-1415-34 authorized ENGINEER to upgrade telemetry units to 4G cellular compatibility. ENGINEER shall be responsible for organizing telemetry upgrade of flow meters under Amendment No. 4 funds. Newly purchased Hach FL902 will have built-in Hach modem units.

Service and Data Management Period

The Service and Data Management Period shall commence once Substantial Completion of all metering locations is achieved and shall remain in effect for one year. The AGREEMENT shall be renewable each year for as long as Services are required by OWNER. ENGINEER shall provide written notice of any price increases within 30 days prior to the expiration date of each annual AGREEMENT.

Data Collection

Each flow meter shall be remotely collected and the data reviewed on a weekly basis. During each download operation, data shall be graphed to check for inconsistencies, gaps or adverse trends. The data shall be edited, processed and finalized on a monthly basis to generate final Q (flow) in addition to the depth and velocity readings.

Equipment Maintenance and Service

Quarterly calibrations shall be performed by ENGINEER and shall be reviewed against the measured sensor readings. On a quarter year interval, each site shall be visited to obtain hydraulic calibrations and to perform routine interrogation of the meters. Service or maintenance requirements shall be scheduled within 48 hours of data collection. ENGINEER technicians shall then have 72 hours to make necessary adjustments or repairs. Any equipment found to be working improperly shall be repaired or replaced with a spare unit until the equipment is repaired. Field technicians shall maintain a service log for all activities performed.

ENGINEER shall organize and maintain electronic records of the flow data. ENGINEER shall further maintain a back-up record of all collected flow data. The data shall be made available to the OWNER upon request.

ENGINEER shall perform quarterly calibrations of the flow meter equipment. The calibration of the flow metering sites shall consist of comparing manual depth and velocity measurements to the flow meters measurements using independent devices.

ENGINEER shall replace batteries during field visits according to the manufacturer's recommended battery replacement interval or as needed due to battery failure.

Monthly Deliverables

ENGINEER shall prepare and deliver electronically on a monthly basis a billing statement with monthly summary (as described below) to the University of Oklahoma (OU) in a format to be approved by OWNER. ENGINEER shall assist OWNER in responding to any billing inquiries from OU.

The data shall include a monthly summary of the daily total flow, monthly minimum, average and maximum flow from the billing meters. Flow shall be represented in both tabular and graphical formats.

Quarterly Deliverables

ENGINEER shall provide a quarterly summary of the interceptor flow data including a brief status of the monitoring results for each interceptor meter location along with interpretations of unique hydraulic conditions. The summary shall note any maintenance and service requirements in addition to any downtime that may have occurred.

ENGINEER shall prepare and deliver electronically on a quarterly basis a summary (as described below) to the OWNER.

The data shall include a summary of the daily total flow, monthly minimum, average and maximum flow. Depth, velocity, and flow shall be represented in tabular and graphical formats. All monthly flow and data reports shall be delivered in electronic format to enable special reports to be generated by the OWNER. Electronic data shall be created using the selected manufacturer's software. Electronic data shall be compatible with Microsoft Access and Excel.

ENGINEER shall analyze data from each monitoring site for maintenance problems and predictive failure. Any modifications to the meter configuration or adjustments to the data based on field calibrations shall be logged. Data analysis shall include the evaluation of hydraulic conditions such as surcharging, suspected overflows at meter site, and wet weather contributions. Average dry weather (baseline) and peak wet weather flows shall be established for each monitoring location. The data shall be reviewed for trend analysis of inflow and infiltration (I/I) contributions, and significant capacity variations. Any significant variations from this baseline flow shall be included with the deliverable. Indications of concern shall be reported immediately.

Annual Deliverable

ENGINEER shall provide an annual summary of the flow data including a brief status of the monitoring results for each pre- and post rehabilitation meter location along with interpretations of unique hydraulic conditions. The summary shall note any maintenance and service requirements in addition to any downtime that may have occurred.

ENGINEER shall prepare and deliver electronically on an annual basis a summary (as described below) to the OWNER.

The data shall include a summary of the baseline flow and percent reduction of wet weather flow. The pre- and post-rehabilitation comparative analysis shall be based on one of the following two (2) methods: linear regression of flow versus rainfall intensity benchmarked to a 1-year/60-minute rainfall intensity, or a volumetric analysis comparing similar storm events. Report shall be delivered in electronic format to enable special reports to be generated by the OWNER. Electronic data shall be created using the selected manufacturer's software. Electronic data shall be compatible with Microsoft Access and Excel.

ENGINEER shall analyze data from each monitoring site for maintenance problems and predictive failure. Any modifications to the meter configuration or adjustments to the data based on field calibrations shall be logged. Data analysis shall include the evaluation of hydraulic conditions such as surcharging, suspected overflows at meter site, and wet weather contributions. Indications of concern shall be reported immediately.

Limits of Responsibility

ENGINEER shall not be responsible for any damages to the equipment caused by activities of others including, construction, vandalism, sewer cleaning, sewer maintenance, or utility trenching. The OWNER shall not make any modifications or repair to the equipment without the prior consent of ENGINEER. The OWNER may authorize ENGINEER to repair such damages on a time and material basis. ENGINEER shall not be liable for any loss of data due to meter malfunction or causes beyond its control.

Payment of the monthly telephone and power utilities shall be the responsibility of the OWNER.

ATTACHMENT C

COMPENSATION

The OWNER agrees to compensate ENGINEER for these services based on the unit rate table below. Quantities under "Services Upon OWNER Request" are estimated and may be adjusted by OWNER.

The OWNER may request Additional Services that may not be identified in the compensation table. The OWNER may request a cost estimates from the Engineer for services that may include equipment repair or other flow monitoring related services for the OWNER.

Description	Quantity	Unit Rate	Total
Quarterly Service and Monthly Data Management			
OU Permanent Meters (12 mos. x 9 meters)	108 meter/mos.	\$609.00 /meter/mo.	\$65,772.00
Norman Interceptor Meters (12 mos. x 7 meters)	84 meter/mos.	\$609.00 /meter/mo.	\$51,156.00
Additional Meters for I/I Monitoring Pre- and Post-Rehab (12 mos. x 2 meters)	24 meter/mos.	\$609.00 /meter/mo.	\$14,616.00
Subtotal			\$131,544.00
Additional Services Upon OWNER Request	Units	Unit Rate	Total
A. FM Equipment ^{1/}	1	\$8,900.00/meter	\$8,900.00
B. FM Installation or Relocation	3	\$1,150.00/meter	\$3,450.00
C. Equipment Repairs ^{2/}	2/	2/	\$11,106.00
Subtotal			\$23,456.00
Total Amendment No. 7			\$155,000.00

^{1/} Includes ENGINEER negotiated trade in discounts.

^{2/} As needed per repair based on Manufacturer's invoice or equipment manager's labor billed out at \$150.00/hr.

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-41 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND W.E.B. CONSTRUCTION, INC., FOR THE 36TH AVENUE N.W. PHASE 1 WATER LINE RELOCATION PROJECT LOCATED BETWEEN TECUMSEH ROAD AND FRANKLIN ROAD, FINAL ACCEPTANCE OF THE PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$16,494.09.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-41 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND W.E.B. CONSTRUCTION, INC., FOR THE 36TH AVENUE N.W. PHASE 1 WATER LINE RELOCATION PROJECT LOCATED BETWEEN TECUMSEH ROAD AND FRANKLIN ROAD, FINAL ACCEPTANCE OF THE PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$16,494.09.

BACKGROUND:

On August 28, 2012, the citizens of Norman voted in favor of a Bond Issue to finance the local share of eight transportation/stormwater improvement projects. One of the eight 2012 bond projects is the 36th Avenue Northwest Bond Project between Tecumseh Road and Indian Hills Road. Please see the attached location map showing the project boundaries.

On November 22, 2011, the Norman City Council approved Programming Resolution R-1112-64, requesting federal funds for the 36th Avenue Northwest Bond Project. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, estimated at \$11,500,000, and administration of the construction with the matching share from the City of Norman.

On March 12, 2013, City Council approved engineering services Contract No. K-1213-170 with the engineering firm of CP&Y in the amount of \$703,878.50 to design 36th Avenue Northwest Bond project from Tecumseh Road to Indian Hills Road.

On June 26, 2018, City Council approved Resolution No. R-1819-12 declaring the 36th Avenue Northwest Project a recoupment project.

Proposed improvements for the 36^h Avenue Northwest Bond Project include:

1. Widen two miles of roadway from two lanes to four lanes

2. New traffic signals at 36th Avenue Northwest and Franklin Road and 36th Avenue Northwest and Indian Hills Road
3. Interconnect signals between Tecumseh Road and Indian Hills Road
4. Dedicated left turn lanes at All Saints Catholic School
5. Fifth lane north of Indian Hills Road to Market Place
6. Storm water improvements
7. Continuous sidewalks along both sides of the roadway with the 10 foot wide legacy trail from Tecumseh Road to Franklin Road on the east side
8. Bicycling facilities as listed in the Norman Bike Plan

On February 26, 2019, City Council approved Authorization for Expenditure No. One to Contract K-1314-102 with Smith-Roberts Land Services, Inc., for the 36th Avenue Northwest Bond Project – Phase 1, in the amount of \$54,324.00, for right of way acquisition services.

On May 28, 2019, City Council approved Amendment No. One to Contract K-1213-170 for engineering design of the 36th Avenue Northwest Widening Bond Project from Tecumseh Road to Market Place, with CP&Y, Inc., in the amount of \$193,895.

On February 11, 2020, City Council accepted the last of the easements from ten (10) parcels required for construction of Phase 1 of the project.

On October 13, 2020, City Council Awarded Contract No. K-2021-41 to W.E.B. Construction Inc., in the amount of \$184,684 for construction of the 36th Avenue NW Phase 1 Waterline Relocations project.

Tonight's agenda item is for approving Change Order No. 1 and Final Acceptance of the 36th Avenue NW Phase 1 Waterline Relocations project.

DISCUSSION:

Roadway utility relocation projects are awarded to the lowest responsible bidder. Contractor bids are determined using plan quantities multiplied by the contractor's unit prices for all bid items of the contract. The total of all of these costs represents the contractor's bid. During construction, each quantity is verified in the field and the contractor is to be reimbursed, based on the actual quantity.

Of the twenty-seven (27) bid items, four (4) items had a quantity change. Two (2) quantity changes resulted in increased cost, while two (2) bid items resulted in decreased cost for an overall contract decrease of \$2,274.50 or 1.231%. The contract amount decreased from \$184,684 to \$182,409.50. The major overrun item was 8-inch PVC pipe. The major underrun item was removal and replacement of existing concrete. Please see the attached Change Order No.1 for a complete list of bid items cost increases and decreases.

Since Change Order No.1 resulted in a contract decrease, funds are still available for the final payment amount of \$16,494.09 in the original contract purchase order.

RECOMMENDATION NO. 1:

Staff recommends that Change Order No. 1, decreasing Contract K-2021-41 with W.E.B. Construction by \$2,274.50 be approved.

RECOMMENDATION NO. 2:

Staff further recommends final acceptance of the 24th Avenue East Phase 1 Water Line Project Contract K-1819-8, and final payment to W.E.B. Construction in the amount of \$16,494.09.

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1DATE: August 10, 2021CONTRACT NO.: K-2021-41SUBMITTED BY: Paul D'AndreaPROJECT: 36th Avenue NW Phase 1 Waterline Relocations

CONTRACTOR: W.E.B. Construction Inc
3316 Red Maple Lane
Moore, Oklahoma 73170

Original Completion Date: February 17, 2021Previous Completion Date: February 17, 2021ORIGINAL CONTRACT AMOUNT \$ 184,684.00(Increase) this change order 0 Calendar daysNew Completion Date: February 17, 2021PRESENT CONTRACT AMOUNT \$ 184,684.00

DESCRIPTION	DECREASE	INCREASE
Change in Pay Quantities	\$5,212.00	\$2,937.50

NET CHANGE -\$2,274.50REVISED CONTRACT AMOUNT \$182,409.50

See Detailed Quantity Change Summary on Page 2 of 2.

36th Avenue NW Phase 1 Waterline Relocations

[illegible]

Totals	\$2,937.50	-\$5,212.00
Difference	-\$2,274.50	

CONTRACTOR: William Beck

DATE: 7-20-21

ENGINEER: David J. L. L.

DATE: 7-19-21

CITY ATTORNEY: _____

DATE: _____

ACCEPTED BY: _____

DATE: _____

(Mayor)

Norman City Limits

Indian Hills Road

PHASE 2

Franklin Road

Ruby Grant Park

PHASE 1

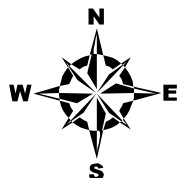
Tecumseh Road

36th Avenue NW

36th Avenue NW from Tecumseh to Indian Hills Road



Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



March 19, 2013

0 1,000 2,000 Ft.

 New Traffic Signal

 Project Location

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2122-35: A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN REGIONAL HOSPITAL AUTHORITY FOR THE DEVELOPMENT OF THE PORTER HEALTH VILLAGE AND CONVEYANCE OF PROPERTY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Kathryn Walker, City Attorney

PRESENTER:

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2122-35: A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN REGIONAL HOSPITAL AUTHORITY FOR THE DEVELOPMENT OF THE PORTER HEALTH VILLAGE AND CONVEYANCE OF PROPERTY.

BACKGROUND:

Norman voters approved the Norman Forward Quality of Life Projects Sales Tax of 2015, which provided a one-half (1/2) percent sales tax dedicated to fund a number of Quality of life projects, including a Senior Wellness Facility (the "Facility"). The City approved a contract with Frankfurt-Short-Bruza Associates ("FSB") in August of 2019 for the design of the Facility. Initially, FSB was developing designs for a facility within the \$7.6 million budget, with proposed additional phases should funding become available in the future. On October 29, 2020, Council allocated an additional \$4.8 million towards the Facility project with funds that were freed up after the City received federal reimbursements for other unrelated previously budgeted expenses.

After the increase in funding, the City approved an amendment to FSB's contract to accommodate the design and construction of the Facility in a single phase on an approximately 4.7-acre site in the southeast corner of the Norman Regional Hospital's Porter Avenue Wellness Village Campus (the "Porter Campus"). In November 2020, Staff released a Request for Proposals related to operation of the Facility. The City approved a memorandum of understanding ("MOU") with Healthy Living & Fitness, Inc. for the operation of the facility on April 13, 2021.

Approximately 12 acres of the Porter Campus is owned by the City, which leases the land to NRH at no cost for the operation of a hospital. At the same time discussions were occurring about locating the Facility on the southeast corner of the Porter Campus, discussions were also occurring between the City and NRH about property owned by NRH located at 718 N. Porter. As the Porter Campus redevelops, NRH will no longer have a need for 718 N. Porter and has expressed an interest in conveying it to the City. The City has expressed interest in receiving the property. A variety of uses have been proposed, including a permanent night shelter, a sobering center, and a resource center. It is thought that the Strategic Homeless Plan being developed by Homebase, Inc. (K-2021-79) will provide the City with more information about the best uses for this property.

These discussions have resulted in an MOU with NRH to set up a framework for future development of the Porter Campus and the transfer of land between the parties.

DISCUSSION:

The MOU contemplates a land swap, where the City would transfer its Porter Campus property to NRH in exchange for retaining the Senior Center tract and for the transfer of 718 N. Porter to the City. A map showing the current ownership of the parcels on the Porter Campus is attached to the MOU as Exhibit B. In the event the values do not offset equally, including the land needed for the City's Porter expansion project, payment will be made to offset the value of the conveyances. The City and NRH will be joint applicants for the preliminary plat and rezoning that is necessary to redevelop and redesign the Porter Campus in accordance with the site plan attached to the MOU as Exhibit A. Each party will be responsible for their own development costs related to their respective parcels, including the costs of final platting. Additionally, the parties will work together with Norman Arts Council for project development, selection, execution and installation of public art.

With approval of this agreement, it is anticipated that the preliminary plat and re-zoning application will come before Council in the next couple of months, in addition to a purchase agreement to effectuate the conveyance of desired parcels to one another.

RECOMMENDATION:

This agreement is a critical next step towards the construction of the Senior Wellness Center. Staff recommends approval of K-2122-35.

**MEMORANDUM OF UNDERSTANDING
CONCERNING
PORTER HEALTH VILLAGE**

This Memorandum of Understanding (“MOU”), effective as of the date of the last signature affixed hereto (“Effective Date”), is entered into by and among the following parties (collectively, the “Parties”): THE CITY OF NORMAN, OKLAHOMA, an Oklahoma municipal corporation (the “City”) and NORMAN REGIONAL HOSPITAL AUTHORITY, a public trust (“NRHS”).

Section I. Background & Purpose

A. NRHS currently operates Norman Regional Hospital at 901 N. Porter Avenue, on a campus of approximately 29.3 acres (the “Porter Campus”). NRHS owns approximately 17.1 acres and the improvements located thereon in the Porter Campus. The City owns approximately 12.2 acres in the Porter Campus. Additionally, NRHS owns the personal property and all building and site improvements located at 718 N. Porter Avenue (the “718 Property”).

B. The Parties currently have a long-term lease in place for the portions of the Porter Campus currently owned by the City, which allows for NRHS’ continued operation and provision of medical services and facilities thereon.

C. The Parties have determined that it would be in the best interest of the Parties to pursue a transaction involving the conveyance and acquisition of certain property within the Porter Campus in order to allow for the City’s development of the Senior Wellness Center and NRHS’ implementation of its Inspire Health Plan for the development of the Porter Health Village on the Porter Campus.

D. Therefore, the Parties desire to memorialize the basic terms and understandings upon which the Parties intend to pursue final binding agreements, commence development filings, and initiate curative title actions in order to allow for the Parties intended development of the Porter Campus.

Section II. Development of the Porter Health Village

1. Preliminary Site Plan. The Parties desire to develop the Porter Campus in accordance with NRHS’ Inspire Health Plan for the proposed Porter Health Village and the City’s proposed Senior Wellness Center. The Parties desire to make the necessary conveyances in order to ensure the City owns full right, title, and interest in the tract to be developed as the Senior Wellness Center (the “Senior Tract”) and to ensure that NRHS owns full right, title, and interest in the remaining property within the Porter Campus, excluding only the Senior Tract, (the “NRHS Tract”). A preliminary site plan is attached as Exhibit A showing the Parties’ intended layout, size, and location of the NRHS Tract and Senior Tract (the “Site Plan”).

2. City Infrastructure Costs. The City shall be entirely responsible for its proportional share of infrastructure costs necessary to make the Senior Tract usable, including, but not limited to, all costs and expense of planning, engineering, designing, permitting, installing, constructing, inspecting, and accepting all infrastructure and items of improvements included in the final plat of the Senior Tract, and its share of all items necessary for the City to construct and operate the City’s

intended use on the Senior Tract, and all streets, sidewalks, sanitary sewer, water, storm water facilities, and drainage, grading, siltation control, street lights, street signage, electrical, gas, telecommunications, fire protection and hydrants, public transit, traffic improvements and impact fees as against the Senior Tract, utilities, traffic controls and signalization, recoupment expenses and fees and assessments of all types as against the Senior Tract, and all other public improvements that are necessary to create the Senior Tract into a lot and block parcel(s) that is ready for a building permit (collectively, “City Infrastructure Improvements”). The City Infrastructure Improvements shall include, but not be limited to, sufficient storm water drainage improvements and facilities, such as culverts and other systems, to allow storm water to freely drain without obstructing the use, enjoyment, and development of the Senior Tract. The City shall work in collaboration with NRHS’ engineers to verify that all City Infrastructure Improvements are sized and designed properly to accommodate all required drainage for the Senior Tract. NRHS shall not be obligated to make any infrastructure improvements on the NRHS Tract to facilitate the City’s completion of the City Infrastructure Improvements or development of the Senior Tract. The City is solely responsible for all costs and expenses of every kind associated in any manner with the development, construction, improvement, use, planning, engineering, surveying, design, platting, zoning, permitting, inspection, studying, management, operation, and otherwise of the Senior Tract. Any attempt by the City to seek any recoupment, reimbursement, assessment, lien, condemnation, eminent domain, claims, charges, or recapture, or any other form of collection against NRHS, the NRHS Tract, or any of NRHS’ other property for any cost or expense applicable to or arising out of the City Infrastructure Improvements, the City’s expected construction of the Senior Wellness Center, or any other items applicable to or arising out of the City’s development and use of the Senior Tract, shall be deemed a material breach of this Agreement by the City. To the extent improvements or infrastructure are needed that will serve and benefit both parties, the parties agree to work together in good faith to identify each party’s proportionate share of costs.

3. NRHS Infrastructure Costs. NRHS shall be entirely responsible for its proportionate share of infrastructure costs necessary to make the NRHS Tract usable, including, but not limited to, all costs and expense of planning, engineering, designing, permitting, installing, constructing, inspecting, and accepting all infrastructure and items of improvements included in the final plat of the NRHS Tract, and all items necessary for NRHS to construct and operate NRHS’ intended use on the NRHS Tract, and all streets, sidewalks, sanitary sewer, water, storm water facilities, and drainage, grading, siltation control, street lights, street signage, electrical, gas, telecommunications, fire protection and hydrants, public transit, traffic improvements and impact fees as against the NRHS Tract, utilities, traffic controls and signalization, recoupment expenses and fees and assessments of all types as against the NRHS Tract, and all other public improvements that are necessary to create the NRHS Tract into a lot and block parcel(s) that is ready for a building permit (collectively, “NRHS Infrastructure Improvements”). The City shall not be obligated to make any infrastructure improvements on the Senior Tract to facilitate NRHS’ completion of the NRHS Infrastructure Improvements or development of the NRHS Tract. NRHS is solely responsible for all costs and expenses of every kind associated in any manner with the development, construction, improvement, use, planning, engineering, surveying, design, platting, zoning, permitting, inspection, studying, management, operation, and otherwise of the NRHS Tract. To the extent improvements or infrastructure are needed that will serve and benefit both parties, the parties agree to work together in good faith to identify each party’s proportionate share of costs.

4. Rezoning of the Porter Campus. In order to develop the Porter Campus into the Parties' desired layout and ensure the Parties' desired uses for the Senior Tract and NRHS Tract are permissible as a matter of right, the Parties, as co-applicants, shall submit an application to rezone the Porter Campus to a Planned Unit Development ("PUD"). The Site Plan, subject to NRHS' reasonable adjustments, modifications, or alterations thereto for the NRHS Tract and subject to the City's reasonable adjustments, modifications, or alterations thereto for the Senior Tract, will be attached to the PUD and submitted with the rezoning application. NRHS shall propose and apply for the allowable uses, area restrictions, and other development criteria for the NRHS Tract that will be included in the PUD application. The City shall propose and apply for the allowable uses, area restrictions, and other development criteria for the Senior Tract that will be included in the PUD application. The Parties understand and agree that the PUD is subject to review and approval by the Norman City Council.

5. Preliminary Plat of the Porter Campus. In order to develop the Porter Campus into the Parties' desired layout and ensure the Parties' desired plan for utilities, easements, rights-of-way, curb cuts, access, traffic circulation, roads, parking, landscaping, drainage, storm water, and other public and/or private improvements for the Senior Tract and NRHS Tract are permissible as a matter of right, the Parties shall create and submit a preliminary plat for the Porter Campus (the "Preliminary Plat") for approval by the Norman City Council. The Site Plan, subject to NRHS' reasonable adjustments, modifications, or alterations thereto for the NRHS Tract and subject to the City's reasonable adjustments, modifications, or alterations thereto for the Senior Tract, will be used for the Preliminary Plat. NRHS shall propose and apply for the utilities, easements, rights-of-way, curb cuts, access, traffic circulation, roads, parking, landscaping, drainage, storm water, public and/or private improvements, and other development criteria for the NRHS Tract that will be included in the Preliminary Plat application. The City shall propose and apply for the utilities, easements, rights-of-way, curb cuts, access, traffic circulation, roads, parking, landscaping, drainage, storm water, public and/or private improvements, and other development criteria for the Senior Tract that will be included in the Preliminary Plat application. The Parties understand and agree that the Preliminary Plat is subject to review and approval by the Norman City Council.

6. Final Plat for the Senior Tract. The City will develop a final plat for the Senior Tract. The City shall be responsible for all costs and expenses in proceeding with the final plat and all such applications, plans, engineering, surveys, title work, filings, and hearings involved with such process through approval, as applicable to the Senior Tract. The City shall collaborate with NRHS on all such plat related applications, plans, engineering, surveys, title work, filings, related thereto. If the City plans upon utilizing any portion of private common area facilities on the plat or elsewhere to meet platting requirements, or intends to utilize any such facilities or common area facilities within the Porter Campus, if any, including but not limited to facilities such as off-site storm water conveyance and detention/retention, then the City shall pay all of the City's ongoing proportionate share of such common area maintenance, repair, replacement, management, and operation costs. Such proportionate share shall be calculated in the same manner described above for the Mutual Development Costs. If restrictive covenants are necessary, in NRHS' discretion, to secure and obligate the City's proportionate share payments of shared common area facilities, then the City agrees that such mutually agreeable restrictive covenants consistent with this Agreement shall be applied to the Senior Tract.

7. Final Plat for the NRHS Tract. NRHS will develop a final plat for the NRHS Tract. NRHS shall be responsible for all costs and expenses in proceeding with the final plat and all such applications, plans, engineering, surveys, title work, filings, and hearings involved with such process through approval.

8. Mutual Development Costs. In the event that any costs or expenses incurred by the Parties in order to achieve the Parties desired development and conveyances contemplated herein are not directly attributable to either the Senior Tract or the NRHS Tract (the “Mutual Development Costs”), the Parties shall split the Mutual Development Costs in proportions equal to the proportion that the gross square footage of surface land area of their respective tracts bear to the square footage of the entire Porter Campus. The Mutual Development Costs may include, but are not limited to, costs incurred in preliminary platting, replatting, rezoning, abstracting, surveying, engineering, designing, planning, inspecting, vacating, judicially determining ownership, or otherwise preparing the Porter Campus for the development and conveyance contemplated herein.

9. Public Art. The Parties desire to include high quality public art within the Porter Campus (the “Public Art”), as part of the development contemplated herein. The Parties intend to contract with the Norman Arts Council for project development, selection, and execution and installation of the Public Art. The Parties will work together to mutually determine the location, cost, expense, and timing of the installation of the Public Art.

Section III. Conveyance of Property

1. Conveyance. The current ownership within the Porter Campus, to the best knowledge of the parties, and subject to final title review, is illustrated on Exhibit B, attached hereto. The Parties desire to make such conveyances to each other in order to ensure NRHS owns full right, title, and interest to NRHS Tract, and the City owns full right, title, and interest to the Senior Tract. The City Tract shall include all desired right-of-way, public utilities, and public interests that the City desires to obtain and maintain within the Porter Campus. Additionally, as part of the transaction contemplated herein, NRHS shall convey the 718 Property to the City.

2. Purchase Agreement. The Parties shall enter into a binding purchase agreement that shall obligate the Parties to convey the necessary interests within the Porter Campus to the appropriate Party in order to achieve the desired ownership result contemplated herein. The value of the properties to be conveyed to each party shall be mutually determined in accordance with a recent appraisal obtained by NRHS, and as augmented by the value of the North Porter right of way value of NRHS land conveyed to the City for right of way expansion. In the event the values do not offset equally, payment shall be made in order to offset the value of the conveyances. Each property shall be conveyed in its current AS-IS, WHERE-IS, WITH ALL FAULTS condition with no representations or warranties as to property condition.

3. Title Curative Actions. The Parties understand and agree that portions of the Porter Campus require certain title curative actions in order to properly convey fee title to the appropriate Party, including, but not limited to, vacation of rights-of-way, vacation of alleyways, and quiet title actions in order to ensure no other entity or person may claim an interest to any portion of the Senior Tract or NRHS Tract. The Parties shall work together in good faith to complete these title curative

actions, including, but not limited to, supporting and joining in such actions as co-applicants or co-petitioners. The Parties shall obtain title commitments for each tract and shall take all necessary actions in order to satisfy the items listed on Schedule B, Part I Requirements.

4. Closing. Closing and conveyance of the necessary property interests shall occur as soon as reasonably practical after the development approvals and title curative actions have been completed.

Section IV. Miscellaneous

1. Costs and Expenses. Unless otherwise stated in this MOU, each Party shall pay its own costs and expenses relating to the transactions, actions, and curative instruments necessary to carry out the intent of this MOU.

2. Execution of MOU. The Parties acknowledge that time is of the essence in development of the NRHS Tract and Senior Tract. This MOU may be executed in multiple counterparts.

3. Binding Agreements. Upon approval of this MOU, the City and NRHS will work together in good faith to move forward with obtaining the necessary approvals for development of the NRHS Tract and Senior Tract, commencing all required curative title actions, and entering into a binding purchase agreement to complete the conveyances contemplated herein.

4. Period. This MOU shall be in effect from the Effective Date until terminated in writing by either Party or upon execution of a binding purchase agreement, as contemplated herein, whichever is earlier. While this MOU is in effect, neither Party may sale, list for sale, lease, or otherwise convey any interest within the Porter Campus without prior written consent of the other Party.

THE CITY OF NORMAN, OKLAHOMA

Breea Clark, Mayor

Date: _____, 2021

Attest: _____ (SEAL)
Brenda Hall, City Clerk

Approved as to form and legality this ____ day of _____, 2021

Kathryn Walker
City Attorney/General Counsel

NORMAN REGIONAL HOSPITAL AUTHORITY

Richie Splitt
President & Chief Executive Officer

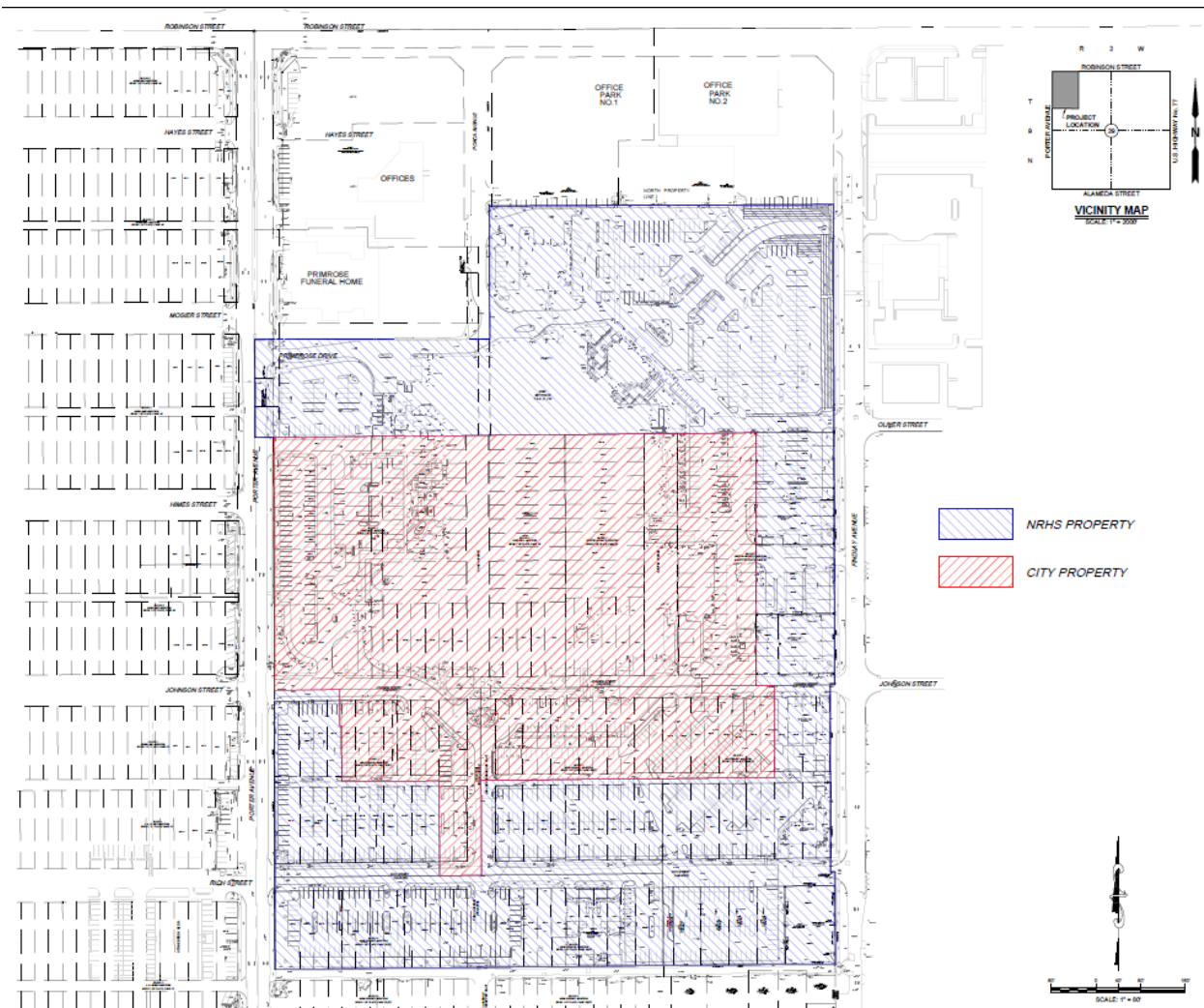
Date: _____, 2021

Preliminary Site Plan



EXHIBIT B

Existing Ownership



File Attachments for Item:

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-25: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY TRANSFERRING \$3,265,232 FROM THE JAMES GARNER PHASE 1 PROJECT TO BE USED FOR THE JAMES GARNER PHASE II PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/13/2021

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-25: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY TRANSFERRING \$3,265,232 FROM THE JAMES GARNER PHASE 1 PROJECT TO BE USED FOR THE JAMES GARNER PHASE II PROJECT.

BACKGROUND:

On November 24, 2015, City Council approved Contract K-1516-83 with Meyer, Scherer & Rockcastle, Ltd. (MSR) for architectural services for the design of a new Central Library building approved as part of NORMAN FORWARD. The Central Library will be located north of the intersection of Acres Street and James Garner Avenue. Additionally, the approval of NORMAN FORWARD included the widening and streetscape improvement of James Garner Avenue from Acres Street to Flood Avenue.

On June 14, 2016 City Council approved Amendment No. One to Contract K-1516-83 with MSR for the design of Phase I of the James Garner Project, increasing the contract amount by \$64,900 for a revised contract amount of \$3,750,710.

The James Garner Avenue Phase I project constructed the extension of James Garner Avenue along the east side of the new Library, which also serves as a fire lane for the Library. The project also re-aligned the intersection of Acres Street west of the then-existing intersection at James Garner Avenue, so a concrete safety barrier could be installed between the new intersection and the BNSF Railroad Crossing, improving the safety of this railroad crossing and to be in compliance with the Railroad Quiet Zone. The intersection improvements included new left turn lanes from Acres Avenue onto James Garner Avenue. Stormwater drainage system improvements utilized a Low Impact Development (LID) design where depressed medians and landscaping facilitate rainwater to naturally filter and seep back into the ground by means of a bio-swale.

On March 13, 2018, City Council approved Contract K-1718-73 with Silver Star Construction of Moore, Oklahoma for the construction of the James Garner Phase 1 – Acres Street Intersection Project in the amount of \$1,867,880. Construction of the James Garner Phase 1 – Acres Street Intersection Project began in April 2018 and was substantially complete in February 2019.

The remaining construction activities had no impact on traffic, and consisted primarily of sidewalk placement, grass sodding and final clean up. On November 26, 2019 City Council approved the final change order for and final acceptance of Contract K-1718-73 for James Garner Phase I.

DISCUSSION:

The James Garner Extension from Acres Street to Flood Avenue Project was originally approved as a single project as part of Norman Forward (Project NFB004). However, in 2016, City Council approved breaking the project into two phases. Phase I (Project NFB008) would encompass only the intersection of Acres and James Garner and a portion of the extension to the north of the intersection. This was done to allow the new portions of James Garner adjacent to the new Library to be coordinated with the Library construction. Norman Forward funds in the amount of \$1,324,262.10, were transferred to the separated Phase I project. These funds were intended to supplement funding from Railroad Quiet Zone Bonds and Norman Utility Authority funds, to cover the cost of construction of the intersection, and railroad crossing improvements associated with the Library construction.

In addition, it was determined that the James Garner Extension project was to be paid from collected revenues (i.e., pay-go), and not from bond funds. As such, a new project number was established to account for the James Garner Avenue, Phase II project (Project NFP109).

With the James Garner Phase I project now complete, there are remaining unencumbered funds within the James Garner Phase I project accounts totaling \$779,905. Since the funding for this project was originally allotted to pay for the entire James Garner Extension, staff requests that the remaining funds be transferred back into the James Garner Phase II project (NFP109) to ensure that the funds remain with the intended project and that the remaining phase of the project will be funded as originally approved. Also, funds remaining in the bond-funded project (NFB004) need to be transferred to the Pay-As-You-Go project (NFP109).

RECOMMENDATION:

Staff recommends transfer of funds from the bond-funded James Garner Avenue Project, Construction (Account 51594403-46101; Project NFB008) in the amount of \$494,709; Design (Account 51594403-46201) in the amount of \$5,826; and Utilities (Account 51594403-46701) in the amount of \$279,370; for a total of \$779,905 to the Norman Forward James Garner Avenue Pay-As-You-Go Project, Construction (Account 51594405-46101; Project NFP109).

In addition, staff recommends transfer of funds from the James Garner Avenue Bond-Funded Project, Construction (Account 51594405-46101; Project NFB004) in the amount of \$1,150,000; Design (Account 51594405-46201) in the amount of \$225,102; Land (Account 51594405-46001) in the amount of \$860,225; Utilities (Account 51594405-46701) in the amount of \$250,000; for a total of \$2,485,327; to the Norman Forward James Garner Avenue Pay-as-You-Go Project, Construction (Account 51594405-46101; Project NFP109).



James Garner Avenue & Acres Street Intersection

Project Location

0 100 200 Feet



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.

A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA, AND THE NORMAN
MUNICIPAL AUTHORITY TRANSFERRING \$3,265,232
FROM THE JAMES GARNER PHASE I PROJECT TO
THE JAMES GARNER PHASE II PROJECT.

- § 1. WHEREAS, the James Garner Extension from Acres Street to Flood Avenue Project was originally approved as a single project as part of the NORMAN FORWARD initiative; and
- § 2. WHEREAS, in 2016, City Council approved splitting the project into two phases, Phase 1 would encompass only the intersection of Acres Street and a portion of the extension to the north of the intersection to allow the new portions of James Garner Avenue adjacent to the new library to be coordinated with the library design and construction; and
- § 3. WHEREAS, with the James Garner Phase I Project now complete, there are remaining unencumbered funds within the Phase I Project Accounts that need to be transferred to the Phase II Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY:

- § 4. That the following transfers be made for reason as stated above:

Account Name	Losing Account	Gaining Account	Amount
Project NFP109, James Garner, Flood Acres, Construction	51594403-46101 Project NFB008, James Garner/Acres Inter. Const.	515-94405-46101	\$ 494,709
Project NFP109, James Garner, Flood Acres, Construction	51594403-46201 Project NFB008, James Garner/Acres Inter, Design	515-94405-46101	\$ 5,826
Project NFP109, James Garner, Flood Acres, Construction	51594403-46701 Project NFB008, James Garner/Acres Inter, Utilities	515-94405-46101	\$ 279,370
Project NFP109, James Garner, Flood Acres, Construction	51594405-46101 Project NFB004, James Garner-Flood Acres, Const	515-94405-46101	\$1,150,000
Project NFP109, James Garner, Flood Acres, Construction	51594405-46201 Project NFB004, James Garner-Flood Acres, Design	515-94405-46101	\$ 225,102
Project NFP109, James Garner, Flood Acres, Construction	51594405-46001 Project NFB004 James Garner-Flood Acres, Land	515-94405-46101	\$ 860,225
Project NFP109, James Garner, Flood Acres, Construction	51594405-46701 Project NFB004 James Garner-Flood Acres, Utilities	515-94405-46101	\$ 250,000



PASSED AND ADOPTED by the Norman City Council on this 10th day of August, 2021.

Mayor

ATTEST:

City Clerk

PASSED AND ADOPTED by the Norman Municipal Authority on this 10th day of August, 2021.

Chairman

ATTEST:

Secretary

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-26: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN ACCEPTING THE AWARD OF \$679,700 THROUGH THE FEDERAL TRANSIT ADMINISTRATION'S FISCAL YEAR 2021 LOW- OR NO-EMISSION VEHICLE PROGRAM AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE AN APPLICATION ON BEHALF OF THE CITY OF NORMAN WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION TO FORMALLY PROGRAM THE PROJECT AWARD.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-26: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN ACCEPTING THE AWARD OF \$679,700 THROUGH THE FEDERAL TRANSIT ADMINISTRATION'S FISCAL YEAR 2021 LOW- OR NO-EMISSION VEHICLE PROGRAM AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE AN APPLICATION ON BEHALF OF THE CITY OF NORMAN WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION TO FORMALLY PROGRAM THE PROJECT AWARD.

BACKGROUND:

The Federal Transit Administration (FTA) Grants for Buses and Bus Facilities Program (49 U.S.C. 5339) makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program, the Low- or No-Emission Vehicle Program, provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.

On June 27, 2019 the City of Norman was recognized by the FTA as an eligible recipient of federal transit funds and an eligible applicant of the Low- or No-Emission Vehicle Program. Eligible activities for this program include capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

A requirement of the Low- or No-Emission Vehicle Program is to identify the source of local match to the federal funds and to provide evidence and commitment of those funds with the entity's application. A Council resolution meets this requirement. When a project is selected, funds are available for obligation three fiscal years after the fiscal year in which the competitive awards are announced.

On March 25, 2021 Council authorized by resolution a grant application submittal to the Federal Transit Administration's FY2021 Low- or No-Emission Vehicle Program for a battery

electric bus, partnering with Gillig as the manufacturer, and committing the City of Norman to provide the required local match, through either the General Fund, the Public Transit Sales Tax Fund, or Capital Fund if the project is selected.

Base price, estimated options, and delivery charges were quoted as approximately \$925,000 in total cost. The minimum cost share for this grant opportunity was an 80% federal and a 20% local share, however, due to the competitive nature of this program staff recommended that the City apply with a 70% federal (\$647,500) and 30% local (\$277,500) share.

In addition to the purchase of the bus, the City would need to install an additional charging station in the Maintenance Facility's transit yard. Estimated costs for the purchase of an additional charger and installation were \$46,000. Staff proposed the same cost sharing as the bus, 70% federal (\$32,200) and 30% local (\$13,800).

Total proposed cost sharing for the grant application for the battery electric bus and the associated charger was approximately \$679,700 (70% federal) and \$291,300 (30% local).

DISCUSSION:

On June 25, 2021 the Federal Transit Administration (FTA) announced the project selections through the 2021 Low- or No-Emission Grant Program. A total of 49 projects in 26 states and territories were selected through this highly competitive grant program. The City of Norman's project was the only one selected in Oklahoma.

If approved, staff anticipates delivery of the new battery electric bus to be around July-October 2022 (approximately 12-15 months). The electric charging station will be installed by November 2021 as part of the City's ongoing construction of the new Transit/Emergency Vehicle Maintenance Facility at Northbase. Award of this bid and associated budget transfers was completed under a separate agenda item.

RECOMMENDATION:

Staff recommends that City Council approve Resolution R-2122-26, accepting the award of \$679,700 through the Federal Transit Administration's fiscal year 2021 Low- or No-emission Vehicle Program and authorizing the City Manager or his designee to submit, execute, and file an application on behalf of the City of Norman with the United States Department of Transportation to formally program the project award.

R-2122-26

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN ACCEPTING THE AWARD OF \$679,700 THROUGH THE FEDERAL TRANSIT ADMINISTRATION'S FISCAL YEAR 2021 LOW- OR NO-EMISSION VEHICLE PROGRAM AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE AN APPLICATION ON BEHALF OF THE CITY OF NORMAN WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION TO FORMALLY PROGRAM THE PROJECT AWARD.

- § 1. WHEREAS, the Federal Transit Administration (FTA) Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) makes federal resources available to states and direct recipients to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities; and
- § 2. WHEREAS, the Low- or No-Emission Vehicle Program provides competitive grants for bus and bus facility projects that support low- and zero-emission vehicles; and
- § 3. WHEREAS, the City of Norman was recognized by the FTA as an eligible recipient of federal transit funds and is an eligible applicant of the Low- or No-Emission Vehicle Program; and
- § 4. WHEREAS, the City submitted an application to the FTA's fiscal year 2021 Low- or No-Emissions Vehicle Program following a City Council resolution (R-2021-103) authorizing the submittal approved on March 23, 2021; and
- § 5. WHEREAS, the FTA announced on June 25, 2021 that the City's proposed project of one battery electric bus and one electric vehicle charger was selected to be funded with the cost share of 70% federal (\$679,700) and 20% local (\$291,300).

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

- § 6. THAT the City of Norman, Oklahoma, hereby accepts the award of \$679,700 through the Federal Transit Administration's fiscal year 2021 Low- or No-emission Vehicle Program; and
- § 7. THAT the City of Norman, Oklahoma, authorizes the City Manager or his designee to submit, execute, and file an application on behalf of the City of Norman with the United States Department of Transportation to formally program the project award.

PASSED AND ADOPTED this 10th day of August, 2021.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN AUTHORIZATION TO PURCHASE ONE (1) 35-FOOT ELECTRIC TRANSIT BUS FROM GILLIG IN THE AMOUNT OF \$914,242 UTILIZING THE COMMONWEALTH OF VIRGINIA CONTRACT NUMBER E194-81688 AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

Item 17

MEETING DATE: 07/27/2021

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN AUTHORIZATION TO PURCHASE ONE (1) 35-FOOT ELECTRIC TRANSIT BUS FROM GILLIG IN THE AMOUNT OF \$914,242 UTILIZING THE COMMONWEALTH OF VIRGINIA CONTRACT NUMBER E194-81688 AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Federal Transit Administration (FTA) Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program, the Low- or No-Emission Vehicle Program, provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.

On June 27, 2019 the City of Norman was recognized by the FTA as an eligible recipient of federal transit funds and is an eligible applicant of the Low- or No-Emission Vehicle Program. Eligible activities for this program include capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

A requirement of the Low- or No-Emission Vehicle Program is to identify the source of the local match to the federal funds and to provide evidence and commitment of those funds with the entity's application. A Council resolution meets this requirement. When a project is selected, funds are available for obligation three fiscal years after the fiscal year in which the competitive awards are announced.

On March 25, 2021 Council authorized by resolution a grant application submittal to the Federal Transit Administration's FY2021 Low- or No-Emission Vehicle Program for a battery electric bus, partnering with Gillig as the manufacturer, and committing the City of Norman to provide the required local match, through either the General Fund, the Public Transit Sales Tax Fund, or Capital Fund if the project is selected.

Base price, estimated options, and delivery charges were quoted as approximately \$925,000 in total cost. The minimum cost share for this grant opportunity was an 80% federal and a 20% local share, however, due to the competitive nature of this program staff recommended that the City apply with a 70% federal (\$647,500) and 30% local (\$277,500) share.

In addition to the purchase of the bus, the City would need to install an additional charging station in the Maintenance Facility's transit yard. Estimated costs for the purchase of an additional charger and installation were \$46,000. Staff proposed the same cost sharing as the bus: 70% federal (\$32,200) and 30% local (\$13,800).

Total proposed cost sharing for the grant application for the battery electric bus and the associated charger was approximately \$679,700 (70% federal) and \$291,300 (30% local).

DISCUSSION:

On June 25, 2021, the Federal Transit Administration (FTA) announced the project selections through the 2021 Low- or No-Emission Grant Program. A total of 49 projects in 26 states and territories were selected through this highly competitive grant program. The City of Norman's project was the only one selected in Oklahoma.

Since receiving the project selection from FTA, staff have been working with the transit vehicle manufacturer Gillig to finalize a vehicle specification and price for the 35-foot electric bus. Currently, five (5) of the City's thirteen (13) fixed route buses (and five (5) out of nine (9) heavy duty vehicles) are manufactured by Gillig. The City of Norman named Gillig as its partner in this grant application, allowing the City to work directly with Gillig to purchase the bus if awarded the grant. City staff proposed partnering with Gillig on this procurement to capitalize on efficiencies for parts, support, warranty, and general familiarity with Gillig products.

In addition, Council authorized a purchase for its first battery electric bus from Gillig on May 25, 2021. By purchasing this additional, second battery electric bus from Gillig, staff will work with Gillig to have both battery electric buses built and delivered on the same schedule.

Purchasing the electric bus using the Commonwealth of Virginia's contract will satisfy Norman's code section 8-204. The bidding steps required by the Federal Transit Administration (FTA) were used by Virginia in approving Contract E194-81688. Currently, the State of Oklahoma does not have a robust, heavy-duty transit vehicle state contract.

The final price of the 35-foot electric bus submitted by Gillig is \$914,242. This will result in the City matching the \$639,969 (70%) grant funding with \$274,272 (30%) in local funding. To upfront the FTA share, an appropriation from Capital Fund Balance (50-29000) is needed. Funds are available for the City's matching share in Service Equipment/Bus (27550276-45007). Once the new vehicle is received, City staff will render inoperable and retire bus 5-0314, an 18-year-old diesel unit, as required by the grant. Staff will then submit for reimbursement from FTA for their share of the project and deposit the funds when received into FTA Fleet Conversion Grant Revenue (225-333389).

If approved, staff will initiate a purchase order with Gillig which will put the vehicle in the queue for production. Delivery to Norman is expected to be around July-October 2022 (approximately 12-15 months). Once received, this vehicle will be utilized in the City's fixed route system and rotated throughout the routes.

RECOMMENDATION:

Staff recommends that City Council authorize the purchase of the 35-foot electric transit bus from Gillig in the amount of \$914,242 utilizing the Commonwealth of Virginia contract number E194-81688 with an appropriation of \$639,969 from the Capital Fund Balance (50-29000) to FTA Fleet Grant Service Equipment/Bus (22550070-45007) to cover the FTA share until reimbursement is received.

**QUOTE LETTER**

July 27, 2021

Taylor Johnson
Public Transit Coordinator
City of Norman
201 A West Gray Street
Norman, OK 73069
405-217-7761 (Office)
taylor.johnson@normanok.gov

Dear Taylor:

Thank you for your interest to purchase one (1) Gillig 35 ft. EBus using the FTA LoNo 2021 as funding source and having named Gillig LLC as your EBus partner. Attached you will find the price summary that will pertain to your order.

Gillig is pleased to quote the following:

One (1) 35 ft. EBus @ \$914,242 each

This price is valid for 30 days and is FOB Norman OK. Prices exclude tax and licenses. The production start date of your bus will be within 12 months from receipt of purchase order. To maintain this production schedule, we will require a firm purchase order within 30 days.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Joe Saldana
Regional Sales Manager
Gillig LLC
510-303-0202
jsaldana@gillig.com

PRICE SUMMARY
07/27/2021

NORMAN, OK 2021 FTA 2021 LoNo Grant
1 - 35' L/F PLUS BATTERY ELECTRIC BUS
SERIAL NUMBER: TBD

<u>ACTION</u>	<u>DESCRIPTION</u>	<u>COST</u>
	STATE OF VIRGINIA 35' LOW FLOOR PLUS BATTERY ELECTRIC BASE BUS (2020)	797,280.00
BASE	LOW FLOOR PLUS STYLING PACKAGE	INCL
BASE	CUMMINS EV TRACTION MOTOR, INVERTERS & POWER MANAGEMENT SYSTEMS	INCL
BASE	CUMMINS ESS WITH 6 BATTERY ENCLOSURES TOTALING 444 kWh CAPACITY	INCL
BASE	(1) DEPOT PLUG-IN CHARGING PORT PER SAE J1772 DC CCS TYPE 1 (CURB SIDE)	INCL
BASE	(2) DEKA GROUP 31 BATTERIES	INCL
ADD	REAR BATTERY JUMP START CONNECTION	161.00
BASE	I/O MFD II ELECTRONIC DASH DISPLAY	INCL
CHANGE	AXLE SEALS FROM GREASE TO CHICAGO RAWHIDE OIL	-
BASE	MERITOR FRONT AND REAR AXLES	INCL
CHANGE	(7) FULL POLISHED ALUMINUM WHEELS	461.00
ADD	WHEEL TORQUE INDICATORS (SHIPPED LOOSE)	-
CHANGE	GILLIG SUPPLIED TIRES (7) MICHELIN 305/70R22.5 X INCITY Z, (L)	613.00
ADD	BENDIX TIRE PRESSURE MONITORING SYSTEM	1,000.00
BASE	LIFT-U LU18 WHEELCHAIR RAMP	INCL
ADD	ENGINE SKID PROTECTION W/ EXTENDED TOW EYES & 2" X 2" WIDE WEAR PLATES	408.00
ADD	A-POST SKID PLATES - CURBSIDE & STREETSIDE	144.00
BASE	DOUGLAS STEERING COLUMN W/ 20" VIP 3-SPOKE STEERING WHEEL	INCL
BASE	AIR OPERATED DISC BRAKES	INCL
BASE	STABILITY CONTROL WITH AUTOMATIC TRACTION CONTROL	INCL
BASE	THERMO KING TE14 ALL-ELECTRIC HVAC WITH SCROLL COMPRESSORS & R407C	INCL
CHANGE	DRIVERS HEATER FROM BRUSH MOTORS TO BRUSHLESS MOTORS	407.00
ADD	(1) DASH MOUNTED DRIVERS FAN	97.00
BASE	LEVEL 2 INSULATION PACKAGE (BASE ON E-BUS)	INCL
ADD	EBUS COLD WEATHER PACKAGE W/ FUEL/ELECTRIC FIRED HEATER	5,125.00
BASE	ELECTRIC HYDRAULIC PUMP	INCL
BASE	BENDIX AD-IP AIR DRYER FOR E-BUS APPLICATION	INCL
ADD	FRONT DOOR OVERRIDE SWITCH	177.00
BASE	FRONT AND REAR DOORS AIR OPERATED	INCL
BASE	REAR DOOR 34" FULL DRIVERS CONTROL	INCL
BASE	SSTL STANCHIONS & GRAB RAILS	INCL
ADD	INTERIOR SCHEDULE RACKS (OBIC 19/21 4P 2L)	280.00
CHANGE	PASSENGER SEATS GEMINI W/ STD ADA TO AMSECO INSIGHT W/ VR-50 ONSORTS, DRAIN HOLES & (1) Q'POD AT STREETSIDE	4,943.00
ADD	13 DUAL USB PORTS MOUNTED TO PASSENGER SEATS	2,028.00
ADD	QUANTUM GEN II AT CURBSIDE	11,244.00
BASE	DRIVER SEAT RECARO ERGO METRO W/OUT HEADREST & 2PT BELT	-
ADD	HEADREST TO RECARO DRIVERS SEAT	-
ADD	DRIVERS SEAT BELT ALARM	48.00
BASE	DRIVERS BARRIER W/O SCHEDULE HOLDERS	INCL
BASE	PULL CORD ADA CHIME SYSTEM	INCL
CHANGE	PASSENGER WINDOWS FROM AROW FRAMED FULL FIXED TO AROW BONDED W/ TRANSOM	7,310.00
ADD	GLAZING GUARDS (6 MIL)	1,095.00
CHANGE	HEADLAMPS TO DIALIGHT LED LOW BEAM AND LED HIGH BEAM	1,192.00
ADD	UPPER REAR CAP GRILLE AUX LAMPS - (2) STOP 7" LAMPS	160.00
ADD	REAR GRILLE LOWER CENTER MAOUNTED STOP LAMPS - (2) 18" RED STRIP LED LAMPS	150.00
CHANGE	FROM I/O CONTROLS INTERIOR LED LAMP TO PRETORIA LED LAMPS	-
BASE	STD REI PA SYSTEM	-
CHANGE	DESTINATION SIGNS FROM TWIN VISION (F,S,) TO LUMINATOR (F, CS)	-
ADD	12-CAMERA VIDEO SURVEILLANCE SYSTEM W/ BACK-UP CAMERA - SUPPLIER TBD (BUDGETARY)	12,500.00
ADD	SPORTWORKS DL2 BIKE RACK	1,839.00
BASE	FAREBOX - PRE WIRE ONLY	INCL
ADD	FAREBOX GUARD	203.00
ADD	CEILING MOUNTED FAREBOX LAMP	87.00
ADD	MANUAL PASSENGER COUNTER (1 ROW X 6 TALLY)	192.00
BASE	(1) REAR ROOF HATCH (MANUAL OPEN / CLOSE)	INCL
CHANGE	2-PC REMOTE SAFE FLEET MIRRORS W/ CONVEX, HEATED	238.00
CHANGE	(1) PAINT COLOR & CUSTOM GRAPHICS (PER CITY OF NORMAN, OK SPEC) BUDGETARY	5,000.00

PRICE SUMMARY
07/27/2021
NORMAN, OK 2021 FTA LoNo Grant
1 - 35' L/F PLUS BATTERY ELECTRIC BUS
SERIAL NUMBER: TBD

<u>ACTION</u>	<u>DESCRIPTION</u>	<u>COST</u>
BASE	ALTRO FLOORING W/ FULL COMPOSITE SUB-FLOOR	INCL
ADD	SYNCHROMATICS SYSTEM (BUDGETARY)	19,836.00
ADD	AMEREX FIRE SUPPRESSION W/O ESS (BATTERY) SUPPRESSION (BUDGETARY)	\$5,000.00
BASE	24 UNIT FIRST AID KIT	INCL
BASE	BLOODBORNE PATHOGENS KIT	INCL
ADD	CLIMATE COMFORT TECHNOLOGIES CCT 24V-1 ELECTRONIC AIR CLEANER	2,250.00
ADD	PRE DELIVERY INSPECTION, TRAVEL & LODGING (UP TO \$5,000 ONLY. IF \$5,000 BUDGET IS EXHAUSTED, BALANCE OF REMAINING EXPENSES WILL BE RESPONSIBILITY OF CITY OF NORMAN)	5,000.00
ADD	PANASONIC TOUGHBOOK 33 LAPTOP	4,560.00
BASE	WARRANTY (BASIC BUS) - 1 YEAR / 50,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (BODY STRUCTURE) - 3 YEARS / 150,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (STRUCTURE CORROSION) - 7 YEARS / 350,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (TRACTION MOTOR) - 3 YEARS / 100,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (ESS) - 6 YEARS / 300,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (FRONT AXLE) - 5 YEARS / 300,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (REAR AXLE) - 5 YEARS / 300,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (HVAC) - 2 YEARS / UNLIMITED MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (DOOR SYSTEMS) - 1 YEARS / UNLIMITED MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (COMPOSITE FLOOR) - 12 YEARS / 500,000 MILES (WHICHEVER COMES FIRST)	INCL
ADD	TRAINING (EBUS MAINTENANCE 24 HOURS)	\$5,000.00
ADD	TRAINING (EBUS ELECTRICAL SYSTEMS 24 HOURS)	\$5,000.00
ADD	TRAINING (ELECTRIC HVAC 8 HOURS)	\$3,000.00
	NORMAN, OK CHANGES	106,748.00
	STATE OF VIRGINIA 35' LOW FLOOR PLUS BATTERY ELECTRIC BASE BUS	797,280.00
ADD	DELIVERY TO NORMAN, OK (BUDGETARY)	10,214.00
	NORMAN, OK 35' LOW FLOOR PLUS BATTERY ELECTRIC CURRENT PRICE (5/13/2021)	914,242.00

CONFIDENTIAL

This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.



COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
STANDARD CONTRACT

1111 East Broad Street
RICHMOND, VA 23219

Contract Number E194- 81688 MA6462

Between
THE COMMONWEALTH OF VIRGINIA
and
GILLIG, LLC

12 Year Low Floor Transit Buses
Battery- Powered Electric

This contract entered into this 1st day of July, 2019 by Gillig, LLC. called the "Contractor" and the Commonwealth of Virginia, Division of Purchases and Supply, called the "Purchasing Agency".

WITNESSETH that the Contractor and Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the above goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: July 1, 2019 through June 30, 2021 with three one-year renewal options

The contract documents shall consist of:

1. This signed form
2. The following portions of the Invitation for Bids #2712 "Electric Transit Buses, Low Floor, 12 Year Type" dated 3/11/19:
 - a) The Contractor's bid dated 4/15/19 and addenda all of which documents are incorporated herein
 - b) The General Terms and Conditions
 - c) The Special Terms and Conditions

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby

GILLIG, LLC

COMMONWEALTH OF VIRGINIA

By: J. Policarpio

By: Dennis M. Donahue

Name: JOSEPH POLICARPIO

Name: Dennis M. Donahue

Printed

Printed

Title: VICE PRESIDENT

Title: Contract Manager

Date: JUNE 18, 2019

Date: JUNE 24, 2019

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2 2-4343 1, or against a bidder because of race, religion, color, sex national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

Contract # E194- 81688
Gillig Electric Buses
(Page 1 of 14)

1	DATE:	7/1/19
2	CONTRACT PERIOD:	7/1/19 thru 6/30/21
3	PURPOSE:	Contract Award
4	AUTHORIZED USERS:	Ref. Section 2
5	CONTRACTOR'S eVA VENDOR ID#:	E39326
6	CONTRACTOR:	Gillig, LLC
7	CONTRACTOR CONTACT:	Ref. Section 1
8	PAYMENT TERMS:	Net 30
9	DELIVERY:	F.O.B. Destination
10	MINIMUM ORDER:	No Minimum Order Required
11	CONTRACT PRICES:	Ref. Section 4
12	DPS CONTRACT OFFICER:	Dennis Donahue Phone: 804-786-5410 dennis.donahue@dgs.virginia.gov

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE: www.eva.virginia.gov under the State Contracts webpage.

This contract is the result of a competitive bid program and its use is optional. This contract is a cooperative agreement. Therefore, in addition to Authorized Users referenced above, other government bodies and entities outside of Virginia may use this contract.

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SECTION	DESCRIPTION
1	CONTRACTOR INFORMATION
2	GENERAL INSTRUCTIONS
3	SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS
4	GOODS & PRICING SCHEDULE, WARRANTY INFORMATION
5	CONTRACTOR SERVICE AND PARTS SUPPORT DATA
6	THIRD PARTY PARTICIPANTS REPORT
7	FEDERAL CERTIFICATIONS

1. CONTRACTOR INFORMATION

Contractor	eVA Vendor ID#	Location Address	Contact Information
Gillig, LLC	<u>E39326</u>	451 Discovery Drive Livermore, CA 94551	James Ryan, Sales Manager Tel.: 510-325-6958 Fax: 510-785-6819 Email: jim.ryan@gillig.com

2. GENERAL INFORMATION

1. Ordering Method: All departments, institutions and agencies of the Commonwealth of Virginia (Commonwealth) using this contract must order items by issuing purchase orders through eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor.
2. Purchase Order Information: When placing an eVA catalog order, each line of the requisition must be identified with the correct Contractor Name and Location (eVA Vendor ID#), contract item number, full item description and the contract unit price. The exact Contract Number, as shown on page 1, **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct contract number in the appropriate location will be non-compliant and may not be considered a purchase against this contract.
3. Ordering Entity Acceptance: Inspection and acceptance upon delivery and approval of contractor's invoice is the responsibility of the receiving entity.
4. Complaints: Any complaint that is due to a violation or breach of the Contract provisions shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM." To facilitate notification, this form shall be completed by the Virginia ordering entity and sent to the contract vendor, with a copy sent to DPS to the address shown on the form. Contract vendors shall also use this form to initiate complaints concerning Virginia entities. This form may be downloaded from the internet at the following link <http://eva.virginia.gov> and clicking on "I Buy for Virginia."
5. Changes: Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
6. Authorized Users: Unless otherwise instructed by the Division of Purchases and Supply (DPS), all state agencies, institutions of higher education, and other public bodies and entities are authorized to use the Contract by the Code of Virginia § 2.2-1110. Additionally, those specified by the Code of Virginia §2.2- 1120, to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code.

The Metropolitan Washington Council of Governments (MWCOC) and members of MWCOC shall also be included as Authorized Users of this Contract.

Third party users as referenced herein Section 3-E "Use of Agreement by Third Parties."

7. Copies of Contract-Related Documents shall be requested directly from the contractor. Such documents may include the solicitation (Invitation for Bids- IFB #2712 dated 3/11/19), contractor's bid response, signed FTA Certificates i.e. Buy America, Compliance w/ Buy America Rolling Stock Requirements and other related documents.

3. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

A. SCOPE OF WORK

Contractor shall provide and deliver 12 year, low floor battery- powered electric transit buses per the specifications described in Section 4 "Goods & Pricing Schedule, Warranty Information" and be compliant with current Federal Transit Administration (FTA) and Fixing Americas Surface Transportation (FAST) Act regulations, upon delivering and invoicing. All buses shall be powered by an electric propulsion system and be new and unused. Buses shall have a minimum expected life of twelve (12) years or 500,000 miles, whichever comes first.

B. CANCELLATION OF CONTRACT

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. TERM / RENEWAL OF CONTRACT

The initial period of the contract will be for two (2) years, with three (3) potential one – year renewal periods. Therefore the initial term will be July 1, 2019 through June 30, 2021. This contract may be renewed by the Commonwealth upon written agreement of both parties under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

- D. **PRICE ESCALATION / DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: Bureau of Labor Statistics "Table 9-Producer Price Index for Truck and Bus Bodies, Series No. 1413." No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 60 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 60-day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

E. USE OF AGREEMENT BY THIRD PARTIES

In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative Procurement," the intent of this Contract is to allow for such cooperative procurement to the maximum extent possible outside the Commonwealth. Accordingly, any public body or public institution or other FAST Act grantee outside the Commonwealth shall also be deemed an "Authorized User" for purposes of using this Contract and may access and use this Contract, in accordance with the ordering provisions governing this Contract, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by any Authorized User in Virginia or outside Virginia is optional.

This Contract may be used by Authorized Users to purchase goods and/or services in accordance with prices listed in Section 4 "Goods & Pricing Schedule, Warranty Information" attached hereto and incorporated herein.

This is a master contract and no modification of the Contract or an assignment agreement from Virginia is required for a third party Authorized User to participate.

Copies of Contract-Related Documents shall be requested directly from the contractor. Such documents may include the solicitation (Invitation for Bids- IFB #2712 dated 3/11/19), contractor's bid response, and signed FTA certificates i.e. Buy America, Compliance w/ Buy America Rolling Stock Requirements and other related documents.

Each Authorized User shall accept sole responsibility for placing orders and/or payments directly with the Contractor and will fully and independently administer their use of this Contract to include contractual disputes, and invoicing and payments, without direct involvement from DPS. The Commonwealth and DPS shall have no liability or responsibility for any payment or performance dispute associated with an order, and the Authorized User and Contractor agree that they shall look solely to each other for any relief associated with the Order. In no event shall any dispute or breach regarding one or more orders by Authorized Users be grounds for the Contractor to terminate this Contract or pursue any other sort of relief against the Commonwealth, DPS, or Authorized Users who did not place the order(s) in dispute.

Notwithstanding General Term and Condition "B" ("APPLICABLE LAWS AND COURTS"), with respect to Authorized Users located outside of Virginia, the laws and regulations of the state in which the Authorized User is located, without regard to such state's choice-of-law provisions, will govern this Contract as it applies to orders placed by that Authorized User, and any litigation with respect to that Authorized User's orders shall be brought and maintained only in the appropriate state court of competent jurisdiction of the state in which the Authorized User is located. Notwithstanding General Term and Condition "A" ("VENDORS MANUAL"), the procedure for filing contractual claims against an Authorized User located outside Virginia shall be the procedure for filing claims against public bodies as specified by the laws of the state in which that Authorized User is located. If the laws of the state in which an Authorized User is located require inclusion of specific terms in contracts of public bodies in that state, then those terms are deemed to be incorporated by reference in this Contract for purposes of orders from that Authorized User, unless such terms impose materially greater burdens on the Contractor and the Contractor notifies the Authorized User of this fact in writing promptly after receiving the order, in which case the order shall be deemed cancelled. The above incorporation of terms applies only if the Authorized User includes in its purchase order a specific reference to the specific statutes or regulations of that state which specify the additional required terms.

The use of the Contract does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

F. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA

Dennis Donahue, Contract Officer
1111 East Broad Street
Richmond, VA 23219
Tel.: 804-786-5410
Fax: 804-786-5413
Email: dennis.donahue@dgs.virginia.gov

GILLIG, LLC

Joseph Policarpio, Vice President
Gillig, LLC
451 Discovery Drive
Livermore, CA 94551
Tel.: 800-735-1500
Fax: 510-785-6819
Email: sales@gillig.com

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G. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether from money or other relief, shall be submitted in writing to the purchasing agency no later than 60 calendar days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia, or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Department of General Services, its officers, agents and employees, including without limitation, the Contracting Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

H. DELIVERY AND PRICING

Base prices for third party customers outside of Virginia, is included in Section 4 "Goods and Pricing Schedule," Part 2, "**Net Price.**" Delivery costs to third party customers outside of Virginia, should not exceed the contractor's actual out-of-pocket cost of shipping to that Authorized User's actual location by the most economical method with no mark-up. Delivery price should be agreed upon by both parties

For sales to Virginia entities and ship to locations in Virginia, all vehicles and related equipment shall include delivery - FOB destination unless otherwise stated in the body of the order. Delivery charges for Virginia customers is included in Section 4 "Goods and Pricing Schedule," Part 2, "**Total Bid Price.**"

The Agency shall assume risk of loss of vehicles and related equipment upon acceptance. Prior to acceptance, the Contractor shall assume risk of loss of vehicles and related equipment, including any damages sustained during the delivery regardless of the status of title or any payments related to the bus. If the bus is released back to the Contractor for any reason, then the Contractor assumes risk of loss upon such release. **The Contractor shall deliver the buses with an installed, functioning battery or Energy Storage System (ESS) charged with at least 25 kW of usable energy.**

Upon delivery, Authorized Users shall inspect buses with qualified Contractor personnel before accepting the bus. Following acceptance of the bus, the bus shall be put in service by qualified Contractor personnel, who shall provide training for the Authorized User. Training shall include operation and maintenance of the bus, all systems, accessories, operating procedures, and safety requirements. Placing the bus in service shall be held at a date and time to be agreed upon by the Contractor and Authorized User.

I. FINANCIAL WARRANTY

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this contract is always at least as favorable to the purchaser as the financial deal that the contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this contract. Throughout the term of this contract, if contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this contract, contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the

spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the contractor.

J. FIRST AID KITS

Each Bus shall be equipped with a First Aid kit (large size) and a Blood borne Pathogen kit. Price for the kits shall be included in the base bus price.

K. FTA / APTA REQUIREMENTS

For Buses delivered to Authorized Users under this Contract, Contractor shall be in compliance with then-current, requirements established by the Federal Transit Administration (FTA) and the American Public Transportation Association (APTA), and as published on the FTA's and APTA's current website, or any then current website existing during the term of this Contract.

L. MAINTENANCE MANUALS:

The contractor shall provide with each piece of equipment an operations and maintenance manual, parts list, and a copy of all warranties.

M. EXTRA CHARGES NOT ALLOWED

Bid pricing shall be for complete delivery ready for the Commonwealth's use and shall include all applicable freight and delivery charges; extra charges will not be allowed.

N. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:

To ensure maximum transparency and public access to the Commonwealth's procurement opportunities, and consistent with Code § 2.2-1110, all Authorized Users in the Commonwealth must submit orders directly with Contractor through the Commonwealth's electronic procurement website, <http://www.eva.virginia.gov>.

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.

This contract will result in multiple purchase order(s) with the applicable eVA vendor transaction fees assessed for each order from Commonwealth users. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

Contractor shall notify the Commonwealth of Virginia, Division of Purchases and Supply (DPS) in writing by providing DPS a contract sales and usage report for any entities/participants using this Contract - which have been **invoiced and paid by the Participating Entity**.

O. ORDER CHANGES

Any changes to be made once a purchase order has been provided to the Contractor must be made between the Commonwealth ordering agency and the Contractor. Both parties shall agree in writing to any changes in the scope of work and any increase or decrease in the price that may result as a consequence of the changes. **No Order changes may be made verbally. Only the Commonwealth ordering agency has the right to issue a**

change to any Purchase Order.

P. INVOICES AND PAYMENT

INVOICES:

Contractor shall submit the invoice(s) to the address designated on the Order no later than the 10th of the month following acceptance by the Authorized User of goods and services rendered. No invoice may include any costs other than those identified in the Order referencing the Contract. Invoice(s) shall provide at a minimum:

1. Name of the ordering entity
2. Entity point of contact name
3. Description of the goods and/or services provided
4. Contract number
5. Purchase order number
6. Invoice number
7. Invoice date
8. Invoice amount

PAYMENT:

Payment will be made within thirty (30) days for Commonwealth Agencies and forty-five (45) days for Commonwealth localities of receipt of a valid invoice for all goods and/or services received and accepted. Payment is anticipated to be made by check or EDI.

Payment for Authorized Users outside the Commonwealth, shall be as agreed upon by contractor and Authorized User.

Q. REPORTING REQUIREMENTS:

Ref. Section 6 "Third Party Participants Report." Contractors shall complete this form, send it to the DPS contract manager for 3rd party participants outside the state of Virginia, from whom Contractor has received a purchase order to begin work. Reports shall be provided quarterly.

R. TERMINATION FOR CONVENIENCE OF THE COMMONWEALTH:

The contract may be terminated for the convenience of the Commonwealth by delivering to the contractor a notice of termination specifying the extent to which performance under the purchase order or contract is terminated, and the date of termination. After receipt of a notice of termination, the contractor must stop all work or deliveries under the purchase order or contract on the date and to the extent specified. There shall be no penalty to the Commonwealth when a contract is terminated for convenience.

4. GOODS & PRICING SCHEDULE, WARRANTY INFORMATION

See attached pages

5. CONTRACTOR SERVICE AND PARTS SUPPORT DATA

See attached page

6. THIRD PARTY PARTICIPANTS REPORT**Quarterly Report for Contractors**

Contractors shall complete this form, send it to the DPS contract manager for third party participants from whom Contractor has received a purchase order to begin work

Contractor: _____

Participant Name/City/State: _____

Length of Bus / Model: _____

Purchase Order Date: _____

Purchase Order Qty: _____

Contractor: _____

Participant Name/City/State: _____

Length of Bus / Model: _____

Purchase Order Date: _____

Purchase Order Qty: _____

Contractor: _____

Participant Name/City/State: _____

Length of Bus / Model: _____

Purchase Order Date: _____

Purchase Order Qty: _____

7. FEDERAL CERTIFICATIONS

See attached pages

Manufacturer Name GILLIG
Model #
Description 35' Battery Electric Bus
Length 35'

PART 1, BASE BUS, STANDARD FEATURES

A) Model year: 2020

B) Electric propulsion system. Drive motor manufacturer: Cummins Continuous rated power kW: 195 kW

C) Horsepower: Peak 350 kW Intermediate Varies Continuous 195kW

D) Transmission or gearbox manufacturer: Not Applicable Model #

E) Battery or Energy Storage System (ESS) manufacturer: Cummins

F) Battery Management System type: Cummins Battery Management

G) Operating efficiency kW/mile: features. Estimated energy consumption range is 1.9kWh to 2.7kWh per mile. Requires fuel fired heater in low ambient temperatures to achieve estimated energy consumptions.

Nominal mileage range: NOT APPLICABLE

Operational mileage range: 132-180 (2.0 - 2.7 Kw/Mile) depending on bus configuration, route conditions, driver behavior and HVAC usage

H) Vehicle curb weight lbs.: 32,860

I) Vehicle energy storage - available capacity kW / hrs for: 150kW _____ hrs 200kW _____ hrs
(Include other sizes as applicable) 444kWh

J) Charging time (empty to full): Plug in _____ Depends on charger capacity _____ Overhead _____ Depends on charger capacity _____

K) Recharge port location on bus: Curbside Rear

L) Brakes manufacturer / braking system: Meritor/MGM Disc

M) Total Maximum Seating Capacity / Standee Capacity: 31 / 38

N) Door locations: Forward of front axle and forward of rear step transition

O) Wheelchair Locations: (1) Streetside and (1) Curbside

P) Average delivery lead time (months): 18 Months

Q) First Aid Kit (large size) and a Blood Borne Pathogen Kit manufacturer/ provider: Cintas

PART 2, BASE BUS PRICE (All prices are to be in United States dollars)

Discount for volume level:	1-5/each	6-10/each	11-15/each	16 + /each
Base Price:	\$797,280	\$797,280	\$797,280	\$797,280
Less discount	0 %	0 %	0 %	0 %
Net Price:	\$797,280	\$797,280	\$797,280	\$797,280
<u>Delivery Price (flat fee) for State of Virginia customers</u>	\$13,500	\$13,500	\$13,500	\$13,500
<u>Total Bid Price: State of Virginia customers (add Net Price + Delivery Prices)</u>	\$810,780	\$810,780	\$810,780	\$810,780

PART 3, ADDITIONAL OPTIONS/ UPGRADES

A. Purchase of Battery Charging System (Charging equipment only. No infrastructure / installation prices required.)

Use this scenario for data below: Bus has only 10% capacity left - needs to be recharged to its full / 100 % capacity.

<u>1) Plug in</u>	<u>Mgr. / Brand</u>	<u>kW</u>	<u>Recharge Time</u>	<u>Recharger Price</u>
				\$ _____
				\$ _____
				\$ _____
				\$ _____

See attached pricing for chargepoint charging equipment.

For Overhead system, complete specifications for a minimum 150kW size.
Include higher kW sizes available for additional overhead systems on lines provided.

<u>2) Overhead</u>	<u>Mgr. / Brand</u>	<u>kW</u>	<u>Recharge Time</u>	<u>Recharger Price</u>
	TBD	150kW		\$ Quote
				\$ _____
				\$ _____
				\$ _____

While not currently available, GILLIG intends to offer overhead charging during the term of this contract and will provide pricing at that time .

B.. Motors, higher gradeability available; include kW, model, order code, price

No options currently available

C. Optimal Drive motors available; include kW, model, o der code, price

No options currently available

D. Spare Battery Purchase (as applicable) include kW, model, order code, price

E. Battery Lease Options (as applicable) include term, kW, model, order code, price

Pricing and terms are agency specific. Details available upon Agency request.

Other: (add frequently requested equipment from customers)

Customer Supplied Tires <\$3,546>	Diesel/Electric Coolant Heater	\$5,125
Frame/Transom Windows \$3,540	Adjustable Pedals	\$1,190
Sportworks DL2 \$1,839	LED Low Beam Headlamps	\$438
Training Not included in Base Bus Price		
Percent discount on above equipment and all other options not listed above?	N/A %	GILLIG does not have standard list pricing so this does not apply.

PART 4, WARRANTY

Standard Warranty Basic Bus minimum shall be 12 Months or 50,000 miles, whichever comes first
Include coverage description and number of years.

Vehicle: Refer to enclosed warranty documentation

Batteries: Refer to enclosed warranty documentation

Other major systems: Refer to enclosed warranty documentation

Extended Warranty and Price Include coverage description, number of years, price

For Vehicle, Quote upon request

For Batteries 12 Year/500,000 miles, whichever occurs first, subject to warranty terms and conditions: \$75,000

For other major systems Quote upon request

Manufacturer Name GILLIG
Model # _____
Description 40' Battery Electric Bus
Length 40'

PART 1, BASE BUS, STANDARD FEATURES

A) Model year: 2020

B) Electric propulsion system. Drive motor manufacturer: Cummins Continuous rated power kW: 195 kW

C) Horsepower: Peak 350 kW Intermediate Varies Continuous 195kW

D) Transmission or gearbox manufacturer Not Applicable Model # _____

E) Battery or Energy Storage System (ESS) manufacturer: Cummins

F) Battery Management System type: Cummins Battery Management

G) Operating efficiency kW/mile; features. Estimated energy consumption range is 1.9kWh to 2.7kWh per mile. Requires fuel fired heater in low ambient temperatures to achieve estimated energy consumptions.

Nominal mileage range: NOT APPLICABLE

Operational mileage range: 130-180 (2.0 - 2.7 kW/Mile) depending on bus configuration, route conditions, driver behavior and HVAC usage.

H) Vehicle curb weight lbs.: 33,970

I) Vehicle energy storage – available capacity kW / hrs for: 150kW _____ hrs 200kW _____ hrs

(Include other sizes as applicable) 444kWh

J) Charging time (empty to full): Plug in Depends on charger capacity Overhead Depends on charger capacity

K) Recharge port location on bus: Curbside Rear

L) Brakes manufacturer / braking system: Meritor/MGM Disc

M) Total Maximum Seating Capacity / Standee Capacity 38 / 34

N) Door locations Forward of front axle and forward of rear step transition

O) Wheelchair Locations (1) Streetside and (1) Curbside

P) Average delivery lead time (months) 18 months

Q) First Aid Kit (large size) and a Blood Borne Pathogen Kit manufacturer/ provider Cintas

PART 2, BASE BUS PRICE (All prices are to be in United States dollars)

Discount for volume level	1-5/each	6-10/each	11-15/each	16 + /each
Base Price:	\$801,480	\$801,480	\$801,480	\$801,480
Less discount	0 %	0 %	0 %	0 %
Net Price:	\$801,480	\$801,480	\$801,480	\$801,480
Delivery Price (flat fee) for State of Virginia customers	\$13,500	\$13,500	\$13,500	\$13,500
Total Bid Price: State of Virginia customers (add Net Price + Delivery Prices)	\$814,980	\$814,980	\$814,980	\$814,980

PART 3, ADDITIONAL OPTIONS/ UPGRADES

A. Purchase of Battery Charging System (Charging equipment only. No infrastructure / installation prices required)

Use this scenario for data below. Bus has only 10% capacity left - needs to be recharged to its full / 100 % capacity.

<u>1) Plug In</u>	<u>Mgr. / Brand</u>	<u>kW</u>	<u>Recharge Time</u>	<u>Recharger Price</u>
				\$ _____
				\$ _____
				\$ _____
				\$ _____

See attached pricing for chargepoint charging equipment.

For Overhead system, complete specifications for a minimum 150kW size.
Include higher kW sizes available for additional overhead systems on lines provided.

<u>2) Overhead</u>	<u>Mgr. / Brand</u>	<u>kW</u>	<u>Recharge Time</u>	<u>Recharger Price</u>
	TBD	150kW		\$ Quote
				\$ _____
				\$ _____
				\$ _____

While not currently available, GILLIG intends to offer overhead charging during the term of this contract and will provide pricing at that time .

B.. Motors, higher gradeability available: include kW, model, order code, price

No options currently available

C. Optimal Drive motors available: include kW, model, order code, price

No options currently available

D. Spare Battery Purchase (as applicable), include kW, model, order code, price

E. Battery Lease Options (as applicable) include term, kW, model, order code, price

Pricing and terms are agency specific. Details available upon Agency request.

Other: (add frequently requested equipment from customers)

Customer Supplied Tires <\$3,546>

Diesel/Electric Coolant Heater \$5,125

Frame/Transom Windows \$1,839

Adjustable Pedals \$1,190

Sportworks DL2 \$1,378

LED Low Beam Headlamps \$438

Training Not included in Base Bus Price

Percent discount on above equipment and all other options not listed above? N/A % GILLIG does not have standard list pricing so this does not apply

PART 4, WARRANTY

Standard Warranty Basic Bus minimum shall be 12 Months or 50,000 miles, whichever comes first
Include coverage description and number of years.

Vehicle: Refer to enclosed warranty documentation

Batteries: Refer to enclosed warranty documentation

Other major systems Refer to enclosed warranty documentation

Extended Warranty and Price Include coverage description, number of years, price

For Vehicle, Quote upon request

For Batteries 12 Year/500,000 miles, whichever occurs first, subject to warranty terms and conditions: \$75,000

For other major systems Quote upon request

GILLIG LLC
LOW FLOOR TRANSIT COACH
STANDARD LIMITED WARRANTY & EXTENDED COVERAGE FOR

COMMONWEALTH OF VIRGINIA – RICHMOND, VA
IFB# 2712 – APRIL 2019

GILLIG warrants to the ultimate purchaser that registers the vehicle in the state of California (or any other state following the applicable California Air Resources Board regulations), and each subsequent purchaser, that the new vehicle is designed, built and equipped so it conforms at the time of sale to the ultimate purchaser with all applicable regulations adopted by the California Air Resources Board at the time of manufacture and that it is free from defects in materials or workmanship which would cause the vehicle to fail to not meet these regulations within five years, 100,000 miles or 3000 hours of operation, whichever occurs first, as measured from the date the vehicle is placed into service. In no case may this period be less than the basic mechanical warranty provided to the purchaser of the engine.

GILLIG warrants to the ultimate purchaser and each subsequent purchaser that the tires on this vehicle conform at the time of sale to the ultimate purchaser with all U.S federal emissions regulations and all applicable regulations adopted by the California Air Resources Board at the time of manufacture and are free from defects in materials or workmanship which would cause the vehicle to fail to not meet these regulations for a period of 2 years or 24,000 miles; whichever occurs first.

This list of emission control parts may be covered by the Emission Warranty under certain failure modes.

- Ambient Air Temperature Sensor
- Wire harness circuits connected at both ends to emissions warrantable components
- On-Board Diagnostic (OBD) Malfunction Indicator Lamp (MIL)
- OBD Connector

NOTES

- 1) Coverage ceases at the first expiration of the time or distance noted.
- 2) Full coach warranty includes and applies to electrical, doors, seats, flooring, roof hatches, destination signs, wheelchair ramp, handrails, radio, P.A., etc., but not to IVS systems or special options.
- 3) Fleet defect coverage is for a maximum of 12 months or 50,000 miles and includes all warrantable components and assemblies on the vehicle.
- 4) Basic body structure warranty includes and applies to structural members in the body and undercarriage including the structural members in the suspensions.
- 5) The corrosion and structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless GILLIG approved preventative measures are taken (see Service Manual).
- 6) Extended coverage may not duplicate Standard Limited warranty coverage. Note: Please refer to OEM warranty documents for details.

GILLIG LLC
LOW FLOOR TRANSIT COACH
STANDARD LIMITED WARRANTY & EXTENDED COVERAGE FOR

COMMONWEALTH OF VIRGINIA – RICHMOND, VA
IFB# 2712 – APRIL 2019

GILLIG LLC warrants to the original purchaser, that its transit coaches, save and except for those major component assemblies and other parts described below which are separately warranted by their respective manufacturer's (OEM's), will be **FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE**, for the distance or time periods specified in the attached, and agrees to **REPAIR** or **REPLACE** the defective parts **AT NO COST TO THE PURCHASER**. This is a limited warranty subject to the provisions stated below and is referred to as GILLIG's Standard Limited Warranty.

This warranty **DOES NOT COVER** malfunction or failure resulting from the purchaser's or its agents or employees alteration, misuse, abuse, accident, neglect or failure to perform normal preventive maintenance as outlined in GILLIG's Service Manual, nor does it cover components or assemblies not originally provided by GILLIG. Further, this warranty **DOES NOT APPLY** to normal replacement items such as light bulbs, seals, filters or bushings, nor to consumable items such as belts, tires, brake linings or drums.

PURCHASER'S SOLE REMEDIES FOR LIABILITY OF ANY KIND WITH RESPECT TO THE PRODUCTS FURNISHED UNDER THIS WARRANTY AND ANY OTHER PERFORMANCE BY GILLIG UNDER OR PURSUANT TO THIS WARRANTY, OR WITH RESPECT TO PURCHASER'S USE THEREOF, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN THIS WARRANTY AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, REVENUE OR PROFIT. IN NO EVENT SHALL GILLIG'S LIABILITY FOR DAMAGES WITH RESPECT TO ANY OF THE PRODUCTS COVERED UNDER THIS WARRANTY EXCEED THE AMOUNT PAID BY THE PURCHASER TO GILLIG FOR SUCH PRODUCTS.

GILLIG **DOES NOT WARRANT** some major component assemblies (such as the engines, transmissions and air conditioning systems) which are warranted by their respective manufacturers (OEM's) and identified as Category 3 items on page three (3) of this Warranty. **Warranty coverage for these items is as defined in those manufacturer's own warranty documents** and per their terms and conditions, and as administered by their own support networks.

GILLIG makes **NO OTHER WARRANTIES**, except as stated herein, and GILLIG's obligation under this warranty is **LIMITED AND FULLY DESCRIBED HEREIN**. Determination of warrantable defects is at GILLIG's (or the OEM's) discretion and will require inspection of failed components. Correction or compensation under this warranty for Category 1 and Category 2 items cannot be made unless requested on a GILLIG Application for Warranty Claim form and in accordance with the claim procedure established by GILLIG.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY EXPRESSED OR IMPLIED, but if such has legal status, it **CANNOT EXCEED THE DURATIONS STATED HEREIN**. This warranty gives the purchaser specific legal rights and some state statutes may include other rights.

This is GILLIG's sole warranty with respect to its transit coaches. **GILLIG MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESAID OBLIGATION ARE HEREBY DISCLAIMED BY GILLIG AND EXCLUDED FROM THIS AGREEMENT.**

GILLIG LLC
LOW FLOOR TRANSIT COACH
STANDARD LIMITED WARRANTY & EXTENDED COVERAGE FOR

COMMONWEALTH OF VIRGINIA – RICHMOND, VA
IFB# 2712 – APRIL 2019

GILLIG's Standard Limited Warranty which covers Category 1 and Category 2 parts, components and assemblies, covers the following systems, components or assemblies for the period specified, and includes 100% PARTS AND LABOR to repair or replace the defective components as determined by GILLIG. (See Page 3 for explanation of notes (1)-(7).)

CATEGORY 1

Includes GILLIG manufactured or assembled components and systems as well as some purchased assemblies. Warranty and warranty claims administration provided by GILLIG.

	Coverage Period ⁽¹⁾	
	<u>Months</u>	<u>Miles</u>
FULL COACH WARRANTY ^{(2) (3) (7)}	24	50,000
BODY STRUCTURE WARRANTY ⁽⁴⁾	36	150,000
CORROSION & STRUCTURAL INTEGRITY WARRANTY ⁽⁵⁾	84	350,000

CATEGORY 2

Includes major components purchased and installed by GILLIG. Warranty provided by component OEM's. Warranty claims administration provided by GILLIG.

AXLE

Meritor Front Steering	60	300,000
Meritor Rear Driving	84	350,000

BRAKE SYSTEM

(Excludes Friction Material)

Bendix Valves	24	100,000
Meritor Brakes	24	100,000

GILLIG LLC
LOW FLOOR TRANSIT COACH
STANDARD LIMITED WARRANTY & EXTENDED COVERAGE FOR

COMMONWEALTH OF VIRGINIA – RICHMOND, VA
IFB# 2712 – APRIL 2019

Major components listed below under "Category 3" are covered by warranties or extended coverages⁽⁶⁾, for the miles and/or months indicated, provided by the manufacturer (OEM's) of those components. Purchasers should refer to specific OEM warranty documents for details. Warranty claims are and will be administered by the respective manufacturers (OEM's) and all warranty claims must be made directly to said manufacturers. GILLIG will assist purchasers in dealing with these OEM's and warranty issues that may arise from time to time.

CATEGORY 3

	Coverage Period ⁽¹⁾	
	<u>Months</u>	<u>Miles</u>
<u>POWERTRAIN</u> ⁽⁷⁾		
CUMMINS	36	100,000
Energy Storage	72	300,000
<u>AIR CONDITIONING SYSTEM</u>		
Thermo King	24	Unlimited
<u>WHEELCHAIR RAMP</u>		
Lift-U LU18	24	Unlimited
<u>DOOR SYSTEM</u>		
Vapor	12	Unlimited

Low Floor Transit Coach Emission Warranty

GILLIG warrants to the ultimate purchaser and each subsequent purchaser that the new vehicle is designed, built and equipped so it conforms at the time of sale to the ultimate purchaser with all U.S. federal emissions regulations applicable at the time of manufacture and that it is free from defects in materials or workmanship which would cause the vehicle to fail to not meet these regulations within five years or 100,000 miles of operation, whichever occurs first, as measured from the date the vehicle is placed into service. In no case may this period be less than the Standard Limited Warranty where applicable to emission warrantable parts. If the ultimate purchaser registers the vehicle in the state of California (or any other state following the applicable California Air Resources Board regulations) a separate California Emissions Warranty applies.

CHARGING EQUIPMENT

GILLIG is pleased to submit the following pricing for ChargePoint plug-in charging equipment and associated services for use with your GILLIG Battery Electric buses. This pricing has been assembled in coordination with ChargePoint and represents our proposed equipment options based on the scoping information you have provided to date.

There may be opportunities to further optimize the equipment proposed through modeling your unique operational requirements, peak limitations, facility specifics and future electric bus plans. GILLIG and ChargePoint welcome the opportunity to discuss this proposal in further detail.

Refer to the following pages for additional details regarding this equipment.

Express Depot Solution	Quantity	Unit Price
<i>Hardware</i>		
ChargePoint Express Depot Station	Up to 8 per Power Block	\$10,625
ChargePoint Express Bus Pedestal	1 per Depot Station (Optional)	1,700
ChargePoint Express – Power Block	Each	23,375
ChargePoint Express Plus – Power Module	5 per Power Block	10,625
Express Plus Assure – 1 Year Warranty	Included	Included
Express Plus Assure – 3 Year Warranty	Per Power Block	27,750
<i>Services</i>		
ChargePoint provided labor for preliminary site preparation guidance, site layouts in CAD, sample single line diagrams for charging system etc.	Per Site	10,800
ChargePoint provided Onsite Training & Installation Support	Per Site	3,600
ChargePoint provided Site Validation	Per Power Block	1,500
ChargePoint Cloud EVSE Services Plan for 3 year connectivity to ChargePoint Network	Per Depot Station	2,418
<i>Freight Charges</i>		Agency Dependent

The warranties on the charging equipment are provided by ChargePoint and are subject to the ChargePoint Standard Warranty. GILLIG makes no warranty of any kind whatever, express or implied; and all implied warranties of merchantability and fitness for a particular purpose which exceed the aforesaid obligation are hereby disclaimed by GILLIG and excluded from any agreement.

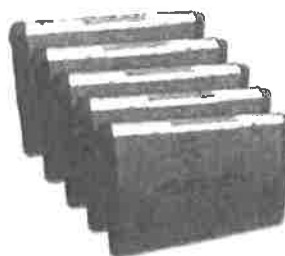
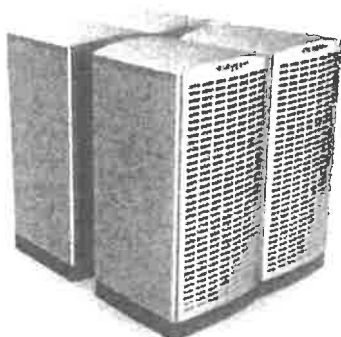
This price reflects equipment shipped directly to the Agency by ChargePoint and the services described below. No further services are included as part of this GILLIG quote. Payment to GILLIG is due upon shipment of the equipment described herein.

CHARGING EQUIPMENT

Express Plus Product Overview

Express Power Block and Power Modules

The Express Power Block is a steel cased, power conversion unit, connected to a standard three phase AC grid. Express Power Block houses all necessary electrical sub-components and system control for the safe, efficient transmission and transformation of AC input voltage from the grid side equipment into DC output to connected electric vehicles.



Power Block Specification

- AC Input – 480VAC, 3-phase, 222 - 265A, 50/60Hz
- Contains up to 5 Power Modules
- Maximum Nominal Output - 156kW
- Maximum Current - 390A
- Network Protocol & Communications - 4G/LTE communication between gateway and ChargePoint Cloud Network (Hosted by Amazon Web Services).
- Ethernet (CAT-VI) connection between Power Block and each Depot Station (local, not cloud communication).
- Power Block Dimensions – 6' 8.9" x 3' 3" x 3' 7.7"
- Power Block Weight (without Modules) - 900 lb.
- Lifespan – 12+ years

Power Module Specification

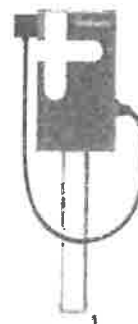
- Maximum Nominal Output – 31.25kW
- Maximum Current – 78A
- Nominal Power Efficiency rated at above 95%
- Nominal Power Factor - .99
- Harmonics – iTHD < 5% (complies with IEEE 519 requirements)
- Failure of a single module does not disable the port
- Slot in, field replaceable
- Integrated liquid cooled cold plate normalizes temperature across all modules
- Power Module Dimensions – 2' 6" x 1' 5" x 5"
- Power Module Weight - 98 lb
- Lifespan – 12+ years

CHARGING EQUIPMENT

Express Depot Station

The Express Depot Station is a steel weather proof enclosure with integrated CCS-1 charging cable that:

- Is designed to operate in high impact, heavy duty commercial environments.
- Is configurable as a wall or freestanding pedestal mounted device with or without cable management.
- Can be located on frame work above vehicles to be charged and connected to a cable Charging Reel.



The Express Depot Station receives a maximum DC input of 200A from a connected Power Block and, via the integrated charge controller, manages all bi-directional communication to a connected vehicle. The charge controller receives voltage and current commands from the vehicle and then allows power to be dispensed into the vehicle. The Express Depot Station is equipped with an isolation monitor and short circuit protection to ensure safe operation.

Express Depot Station Specification

- Maximum Nominal Output – 156kW (Power Block limited)
- Maximum Current – 200A (connector limited)
- Output Voltage Range - 200 – 1000 VDC
- Up to 8 Depot Stations can be supported per Power Block
- Maximum Suggested Distance between PB to DS – 300'
- Charge cable length – up to 25 ft
- Supports up to 2 cable types, including CCS-1 (NA), and CCS-2 (EU). Each unit will be supplied with a maximum of 1 connector.
- Depot Station Dimensions – 3' 3.5" x 2' 2.4" x 1' 2.6"
- Depot Station Weight - 50 lb.
- Lifespan – 12+ years

PART 5, CONTRACTOR SERVICE AND PARTS SUPPORT DATA
(for Commonwealth of Virginia customers only)**Location of Technical Service Representative(s)**

Name: ROBERT BIRDWELL, EXECUTIVE DIRECTOR FIELD SERVICE & QUALITY ASSURANCE

Address: 451 DISCOVERY DRIVE, LIVERMORE, CA 94551

Telephone 800-735-1800

Describe technical services readily available from said representative:

REFERENCE OUR ATTACHED INFORMATION.

Location of nearest Parts Distribution Centers

Name: GILLIG PARTS DEPARTMENT

Address: 25972 EDEN LANDING ROAD, HAYWARD, CA 94545

Telephone 510-264-5160

Describe the extent of parts available at said center:

REFERENCE OUR ATTACHED INFORMATION.

Policy for delivery of parts and components to be purchased for service and maintenance:

Regular method of shipment: UPS

Cost to Agency: PREPAID

GILLIG**PARTS SERVICE DEPARTMENT**

GILLIG supplies service parts to customers through our Parts Division, located in Hayward, California. All parts are produced to our original vehicle specifications and are either manufactured in-house or purchased to our drawings from OEM's.

GILLIG is proud to advise that all parts (100%) are stocked in the U.S. in our Hayward facility. We do not stock parts in other countries.

All in-stock bus-down orders received by 3:00 p.m. PST are shipped the same day (2nd day air freight at no charge or next day air, at your expense).

All backordered requirements are shipped within 24 hours of receipt from the vendor.

All orders are shipped UPS 2nd day air, freight prepaid at no charge to you (subject to UPS size and weight limitations).

Our current order response is - 92% of all transit bus orders received are shipped within 48 hours and the percentage rises to 96% in an additional 72 hours (excluding weekends) and 99% within 3 working days. We anticipate our performance will be better in our new facility because of the improved efficiency and increased stocking levels. Bar coding of parts and locations is now in place for on-line inventory control and purchasing.

GILLIG's simple bus designs, as well as our parts service programs, help you control your parts cost. Common industry parts, flat skirt panels, and American supplied components, such as Meritor/Rockwell axles, help reduce your parts costs. Our increased warehouse stocking levels in Hayward and our second day air shipments at no charge help you reduce your inventory costs as well.

GILLIG**PARTS SERVICE DEPARTMENT**

In order to provide the most comprehensive and most economical service possible, GILLIG uses a central warehouse and compensates for distance by shipping second day air. Consequently, the nearest parts warehouse to supply your service parts needs is:

Central Location: **GILLIG**
25972 Eden Landing Road
Hayward, CA 94545

Central Contact: Chuck O'Brien - Vice President, Parts Division
Eiji Kinoshita - Director of Sales - Parts Division

Regional Contacts:

Western Region:
Norm Reynolds – Regional Sales Manager
Phone: 510-785-1500
FAX: 510-785-6819

Northeast Region:
Jerry Sheehan – Regional Sales Manager
Phone: 510-329-0320

Central Region:
Jim Ryan - Regional Sales Manager
Phone: 800-410-8614
FAX: 513-336-9345

Midwest Region:
Chad Engel – Regional Sales Manager
Phone: 510-362-6916

Southwest Region:
Joe Saldana – Regional Sales Manager
Phone: 510-303-0202

Southeast Region:
Butch Sibley - Regional Sales Manager
Phone: 510-589-9430

Northwest Region:
Lee Petersen - Regional Sales Manager
Phone: 510-264-3801



PARTS SERVICE DEPARTMENT

Parts Availability:	Over 92% of all regular parts orders are shipped within 48 hours of ordering and almost 97% within 3 days.
Freight Policy:	Regular parts orders are shipped freight free and normal shipments to Central and Eastern locations are shipped 2nd day air, at no charge.
Availability Life:	Replacement parts will be available for a period of twelve (12) years after the date of purchase of your coaches.

CUSTOMER SATISFACTION

The GILLIG Service Parts Division is committed to the same GILLIG mission and goals of customer satisfaction and friendly service with reliable and durable products that are also economical to use.

To justify the district's purchase of GILLIG products and to assist the district in attaining its own goals, the Parts Division has established the following programs and objectives.

Unit Down

Our objective is to expedite these orders and ship them within 24 hours. Unit down orders receive the highest priority throughout our manufacturing, purchasing, and shipping organizations, and can be accepted up to as late as 3:00 p.m. (Pacific time) and shipped same day if in stock. If the customer chooses, these orders can be shipped overnight at customer's cost.

Inventory

GILLIG maintains an extensive, continually growing, inventory of genuine GILLIG and OEM parts, in our central warehouse. All locations and parts are bar coded for accuracy and quick response. Computer programs monitor usage and minimum stocking levels in real time so as to maximize parts availabilities. We also stock or can get, common non-GILLIG parts.

Parts Lists

We can prepare, on request, a recommended initial stocking list of expected high usage or long lead-time parts for the vehicles proposed. A detailed price list is also available with the recommended initial stocking list.

GILLIG**PARTS SERVICE DEPARTMENT****Hot Line**

GILLIG has a toll-free telephone number to enable customers to contact us at no charge for advice, explanations, recommendations or orders.

Personalized Service

To provide better service, representatives are assigned to specific accounts so that they can provide personal service while also providing account familiarity, history and consistency.

Regional Coverage

Regional Sales Managers are available to visit customers to assist in all facets of this business, including problem solving, introducing new kit and parts availabilities and making recommendations.

Troubleshooting

We also provide a troubleshooting service; if you can't find a part, call your representative and we'll find it for you, if possible, and even stock it in the future if your demand warrants it.

PRE -AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR. Part 663 - Subpart B, Department of Rail & Public Transportation (the recipient) is satisfied that the vehicles to be purchased, R35' and 40' Electric Buses (description of buses) from Gillig LLC (the manufacturer), meet the requirements of 49 U.S.C 5323(j), as amended. The recipient has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and sub-component parts of the buses identified by manufacturer, county of origin, and cost; and (2) the proposed location of the final activity point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date: May 1, 2019

Recipient Authorized Signature: Neil I. Sherman

Print Name: Neil I. Sherman

Title: Director of Statewide Transit Projects

BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

GILLIG LLC

Name of Bidder/Company Name

JOSEPH POLICARPIO, VICE PRESIDENT

Type or print name

J Policarpio

Signature of authorized representative

M Gonzalez Becerra
Signature of notary and SEAL
See attached

Date of Signature: APRIL / 11 / 2019

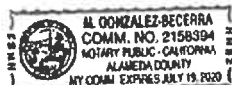
A COPY OF THE FINAL TEST REPORT WILL BE PROVIDED PRIOR TO FINAL ACCEPTANCE OF THE FIRST VEHICLE.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ALAMEDA

Subscribed and sworn to (or affirmed) before me on this 11TH
day of APRIL, 2019, by JOSEPH POLICARPIO

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature M. Gonzalez-Becerra
M. GONZALEZ-BECERRA
NOTARY PUBLIC

My commission number: 2158394

My commission expires: JULY 19, 2020

DESCRIPTION OF ATTACHED DOCUMENT

Type or Title of Document: BUS TEST CERTIFICATION

Signer's Name: JOSEPH POLICARPIO

Document Date: APRIL 11, 2019

CER 8.2 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by Proposer for contract value over \$25,000.

Choose one alternative:

- ☒ - **GILLIG LLC**
The Proposer, ~~(insert name)~~, certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- ☐ - The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

- Executed in ~~(insert city and state)~~, LIVERMORE CA

Name: JOSEPH POLICARPIO, VICE PRESIDENT



Authorized signature


APRIL 11, 2019
Date

GILLIG**FMVSS CERTIFICATION****FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION**

This is to certify that the GILLIG transit bus model(s) proposed, complies (comply) with all applicable Federal Motor Vehicle Safety Standard as required by the F.T.A. and the D.O.T., and described in Title 49 CFR Chapter V, part 571-FMVSS, last revised on October 1, 1998.

GILLIG LLC

By:



JOSEPH POLICARPIO

Title:

VICE PRESIDENT

Date:

APRIL 11, 2019

PRE -AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR. Part 663 - Subpart B, Department of Rail and Public Transportation (the recipient) certifies it received , at the pre-award stage, a copy of Gillig, LLC (manufacturer) self-certification information that the buses 35' and 40' Electric Buses (description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date: May 1, 2019

Signature: Neil I. Sherman

Print Name: Neil I. Sherman

Title: Director of Statewide Transit Programs

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official, and

- g. It will require that each covered lower tier contractor and subcontractor:

- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project,
or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor SEE ATTACHED SIGNED CER 8.2 DEBARMENT AND SUSPENSION ..
CERTIFICATION FOR PROSPECTIVE CONTRACTOR.

Signature of Authorized Official _____ Date ____/____/____ Name

and Title of Contractor's Authorized Official _____

GILLIG DOES NOT SUBCONTRACT THE MANUFACTURE OF OUR TRANSIT BUSES.
WE MANUFACTURE ALL OUR VEHICLES AT ONE LOCATION ONLY IN CALIFORNIA.

PRE-AWARD CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)

BUY AMERICA REQUIREMENTS

Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

As required by Title 49 of the CFR, Part 663 – Subpart B, NOT APPLICABLE

_____ (the recipient) is satisfied that the buses to be purchased, _____ (number and description of buses) from _____ (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst _____ (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, NOT APPLICABLE

_____ (the recipient) certifies that the buses to be purchased, _____ (number and description of buses) from _____ (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, NOT APPLICABLE

_____ (the recipient) certifies that it received, at the pre-award stage, a copy of _____'s (the manufacturer) self-certification information stating that the buses, _____ (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 671.

Date: _____

Signature: _____

Title: _____

GILLIG PROVIDES THE REQUIRED PRE-AWARD BUY AMERICA DOCUMENTATION. THE COMMONWEALTH AS THE RECIPIENT MUST AUDIT AND FILL OUT THIS FORM.

PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

71 FR 14117, Mar 21, 2006, as amended at 72 FR 53698, Sept. 20, 2007; 74 FR 30239, June 25, 2009

PRE-AWARD AUDIT REQUIREMENTS

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT

A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

- (a) There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- (b) The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 - (1) The Component and subcomponent parts of the rolling stock that are produced in the United States is more than sixty percent (60%) of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
 - (2) The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

- (a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- (b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturer's self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

PRE -AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR. Part 663 - Subpart B, Department of Rail and Public Transportation (the recipient) certifies that the buses to be purchased, 35' and 40' Electric Buses (description of buses) from Gillig, LLC (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Date: May 1, 2019

Recipient Signature



Print Name: Neil I. Sherman

Title: Director of Statewide Transit Projects

REVISIONS

MANUFACTURED BY GILLIG LLC

LIVERMORE, CALIFORNIA

DATE: _____

GVWR: _____ kg _____ lb

GAWR: FRONT _____ kg _____ lb

WITH _____ TIRES,

_____ RIMS AT _____ kPa _____ psi COLD SINGLE

GAWR: REAR _____ kg _____ lb

WITH _____ TIRES,

_____ RIMS AT _____ kPa _____ psi COLD DUAL

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S.
FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT
ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VEHICLE I.D. NO.: _____ MODEL: _____

TYPE OF VEHICLE: BUS

ENGINE NUMBER: _____

UNLADEN WEIGHT: _____ lb

59-35132-007

GILLIG LLC
HAYWARD, CA



✓ neil sherman

Log Out

- ⚠ ALERT: June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.
- ⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 06/15/2019, from 8:00 AM to 1:00 PM (EDT).
- ⚠ ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

Entity Dashboard

Gillig LLC
DUNS: 066557182 CAGE Code: 79954
Status: Active
Expiration Date: 02/28/2020
Purpose of Registration: All Awards

451 DISCOVERY DR
LIVERMORE, CA, 94551-9534
UNITED STATES

- [Entity Overview](#)
 - [Entity Registration](#)
 - [Core Data](#)
 - [Assertions](#)
 - [Reps & Certs](#)
 - [POCs](#)
 - [Reports](#)
 - [Service Contract Report](#)
 - [BioPreferred Report](#)
 - [Exclusions](#)
 - [Active Exclusions](#)
 - [Inactive Exclusions](#)
 - [Excluded Family Members](#)
- [RETURN TO SEARCH](#)

Entity Registration Summary

Name: Gillig LLC
Business Type: Business or Organization
Last Updated By: Simon Wu
Registration Status: Active
Activation Date: 02/28/2019
Expiration Date: 02/28/2020

Exclusion Summary

Active Exclusion Records? No



IBM-P-20190315-1318
WWWS

Search Records Disclaimers FAPIIS.gov
Data Access Accessibility GSA.gov /IAE
Check Status Privacy Policy GSA.gov
About USA.gov
Help

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

BIDDER/COMPANY

Name of Bidder/Company GILLIG LLC

Signature of Representative *J. Policarpio*

Type or Print Name JOSEPH POLICARPIO

Title VICE PRESIDENT

Date 04 / 11 / 2019

NOTARY

Type or Print Name

Signature of Notary

Place Notary SEAL Here:



File Attachments for Item:

18. PUBLIC HEARING REGARDING ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$26,226 TO THE CITY OF NORMAN AND CLEVELAND COUNTY FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE (DOJ/BJA) THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM WITH NORMAN'S PORTION OF \$23,603 TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR PURCHASING A FARO 3D CRIMES SCENE SCANNER, APPROVAL OF CONTRACT K-2122-30, AND BUDGET APPROPRIATION FROM THE GRANT REVENUE ACCOUNT AS OUTLINED IN THE STAFF REPORT.

2020 OKLAHOMA LOCAL JAG ALLOCATIONS

ed below are all jurisdictions in the state that are eligible for FY 2020 JAG funding, as determined by the JAG formula. For additional details
arding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here:
ps://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf and current JAG Frequently Asked Questions here:
ps://www.bja.gov/Funding/JAGFAQ.pdf.

ding your jurisdiction:

Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

Direct allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct
ard from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a
tner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample
OU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual
ocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts
hin the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
OK	CARTER COUNTY	County	*	
OK	ARDMORE CITY	Municipal	\$10,909	\$10,909
OK	CLEVELAND COUNTY	County	*	
OK	NORMAN CITY	Municipal	\$26,226	\$26,226
OK	COMANCHE COUNTY	County	*	
OK	LAWTON CITY	Municipal	\$61,070	\$61,070
OK	GARFIELD COUNTY	County	*	
OK	ENID CITY	Municipal	\$13,972	\$13,972
OK	KAY COUNTY	County	*	
OK	PONCA CITY	Municipal	\$14,595	\$14,595
OK	MUSKOGEE COUNTY	County	*	
OK	MUSKOGEE CITY	Municipal	\$31,183	\$31,183
OK	OKLAHOMA COUNTY	County	*	
OK	EDMOND CITY	Municipal	\$10,510	
OK	DEL CITY	Municipal	\$11,930	
OK	MIDWEST CITY	Municipal	\$11,432	
OK	OKLAHOMA CITY	Municipal	\$393,371	\$427,243
OK	PAYNE COUNTY	County	*	
OK	STILLWATER CITY	Municipal	\$11,631	\$11,631
OK	POTTAWATOMIE COUNTY	County	*	
OK	SHAWNEE CITY	Municipal	\$26,824	\$26,824
OK	TULSA COUNTY	County	\$20,373	
OK	TULSA CITY	Municipal	\$322,587	\$342,960
OK	BROKEN ARROW CITY	Municipal	\$11,382	
	Local total		\$977,995	



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

REQUESTER: Lisa Tullius

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: PUBLIC HEARING REGARDING ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$26,226 TO THE CITY OF NORMAN AND CLEVELAND COUNTY FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE (DOJ/BJA) THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM WITH NORMAN'S PORTION OF \$23,603 TO BE USE BY THE NORMAN POLICE DEPARTMENT FOR PURCHASING FARO 3d CRIMES SCENE SCANNER, APPROVAL OF CONTRACT NO. K-2122-30, AND BUDGET APPROPRIATION FROM THE GRANT REVENUE ACCOUNT.

BACKGROUND:

The U.S. Department of Justice, fiscal year 2020 Edward Byrne Memorial Justice Assistance Grant, announced that grant funds are available to the City of Norman and Cleveland County in the amount of \$26,226. These entities are considered disparate jurisdictions based on a U.S. Department of Justice formula that includes population, crime statistics, and other law enforcement related data. Norman's share of the award is \$23,603 with the remaining \$2,623 passing through to Cleveland County. The grant requires that a public hearing be conducted prior to disbursement of any funds.

The Norman Police Department received notice of an award for the 2020 Edward Byrne Memorial Justice Assistance Grant (Award No. 2020-DJ-BX-0669) on September 18, 2020. The award was initially rejected on October 13, 2020 (in a 4/5 vote) generally based on two concerns:

1. The number of Special Conditions attached to the grant.
2. Purchasing Crowd Management equipment and training.

Council did not direct the Police Department to decline the grant. Both the Department of Justice/Bureau of Justice Assistance and Cleveland County asked that the department not decline the grant as it would cause hardships for both entities. Once the FYE22 City of Norman budget was finalized, a new project was identified. Modifying the actual grant award, however, can only take place after acceptance. Fortunately, the grant can be used to fund a wide variety of criminal justice activities pertaining to crime prevention, control, reduction, or enforcement.

DISCUSSION:

Project No.1: Three-Dimensional (3D) crime scene scanning has become the industry standard for documenting scenes. Using grant funds to purchase a FARO Freestyle 2 Handheld Scanner would allow photorealistic scene documentation in a safe and efficient manner. The speed of this scanner reduces the likelihood of evidence contamination, and the accuracy of the data collected allows for thorough crime scene reconstruction by investigators and forensic technicians. The scanner is also less complicated than existing departmental equipment reducing the amount of time required to keep a roadway closed or home/building secured in order to collect precise measurements and diagrams. And the digitized 3D details provide detailed and objective presentations for courtroom use instead of still photography and charts.

Project No. 2: Pass through, as required in the grant, to the Cleveland County Sheriff's Office who intend to update several in-car computers.

RECOMMENDATION:

RECOMMENDATION No. 1: That a public hearing be conducted where each person in attendance receives a copy of the agenda and attachments and is eligible to speak about this topic as required for in the grant.

RECOMMENDATION No. 2: Approval of the grant by Council and acceptance by the Mayor (by signing and dating the attached Grant Agreement and initialing the bottom right corner of each page of the attached Special Conditions document.

RECOMMENDATION No. 3: Acceptance of the attached Certifications and Assurances by the Chief Executive of the Applicant Government by the Mayor (by signing and dating the bottom of the page of the document) and finalizing the attached Interlocal Agreement by the Mayor and City Attorney (by dating the first page and signing the last page of the document).

RECOMMENDATION No. 4: Appropriation of \$26,226 from the Special Grant Fund balance (account 22-29000); and designate:

1. \$ 2,623 to Pass Through-CCSO (account 22660117-44754; Project String GP0034)
2. \$23,603 to Miscellaneous Equipment (account 22660117-45999; Project String GP0034).

Upon reimbursement, deposit funds into other JAG Grant Revenue (account 226-333339).

Per FARO Technologies quote No: 20410406, the total cost is \$23,718.98. The needed \$115.98 is available in 10660321-43699.



Department of Justice (DOJ)

Office of Justice Programs

Item 18.

Office of the Assistant Attorney General

Washington, D.C. 20531

September 18, 2020

The Honorable Breea Clark
City of Norman
201 West Gray Street, Ste B
Norman, OK 73069

Dear Mayor Clark:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Norman for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts \$25,000 or More." The approved award amount is \$26,226. These funds are for the project entitled City of Norman and Cleveland County JAG.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Norman accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Elizabeth White, Program Manager at (202) 598-7402; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Item 18.

Washington, DC 20531

September 18, 2020

The Honorable Breea Clark
City of Norman
201 West Gray Street
Ste B
Norman, OK 73069

Dear Mayor Clark:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.



If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 <p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>		Grant		PAGE 1 OF 32																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Norman 201 West Gray Street Ste B Norman, OK 73069		4. AWARD NUMBER: 2020-DJ-BX-0669																		
		5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2023																		
		6. AWARD DATE 09/18/2020	7. ACTION Initial																	
8. SUPPLEMENT NUMBER 00																				
2a. GRANTEE IRS/VENDOR NO. 736005350		9. PREVIOUS AWARD AMOUNT \$ 0																		
2b. GRANTEE DUNS NO. 009072427		10. AMOUNT OF THIS AWARD \$ 26,226																		
3. PROJECT TITLE City of Norman and Cleveland County JAG		11. TOTAL AWARD \$ 26,226																		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)																				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																				
15. METHOD OF PAYMENT GPRS																				
[REDACTED] AGENCY APPROVAL [REDACTED]		[REDACTED] GRANTEE ACCEPTANCE [REDACTED]																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Breea Clark Mayor																		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE																
[REDACTED] AGENCY USE ONLY [REDACTED]																				
20. ACCOUNTING CLASSIFICATION CODES		21. VDJUGT3274																		
<table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>26226</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		26226			
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT													
X	B	DJ	80	00	00		26226													

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET Grant

PAGE 2 OF 32

PROJECT NUMBER 2020-DJ-BX-0669

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET Grant

PAGE 3 OF 32

PROJECT NUMBER 2020-DJ-BX-0669

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET Grant

PAGE 4 OF 32

PROJECT NUMBER 2020-DJ-BX-0669

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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification
 1. If the recipient is a "State," a local government, or a "public" institution of higher education:
 - A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."
 - B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.
 - C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."
 - D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
 2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
 3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.
 4. Rules of Construction
 - A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.
 - B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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SPECIAL CONDITIONS

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

- (1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
- (2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).
- (3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-
 - (a) conviction described in 8 USC 1227(a)(2), or
 - (b) conduct described in 8 USC 1227(a)(4).
- (4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
- (5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.
- (6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-
 - (a) is designed to prevent or to significantly delay or complicate, or
 - (b) has the effect of preventing or of significantly delaying or complicating.



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(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or



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(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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AWARD CONTINUATION SHEET Grant

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PROJECT NUMBER 2020-DJ-BX-0669

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training


Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>	AWARD CONTINUATION SHEET Grant	PAGE 28 OF 32
PROJECT NUMBER 2020-DJ-BX-0669 AWARD DATE 09/18/2020		
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>54. Submission of eligible records relevant to the National Instant Background Check System</p> <p>Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".</p> <p>In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.</p>		



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AWARD DATE 09/18/2020

SPECIAL CONDITIONS

55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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SPECIAL CONDITIONS

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

65. Use of funds for DNA testing; upload of DNA profiles


If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/SuccessStoryList.aspx).

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>	AWARD CONTINUATION SHEET Grant	PAGE 32 OF 32
PROJECT NUMBER 2020-DJ-BX-0669 AWARD DATE 09/18/2020		
<p><i>SPECIAL CONDITIONS</i></p> <p>67. Withholding of funds: Required certification from the chief executive of the applicant government</p> <p>The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.</p> <p>68. Withholding of funds: Memorandum of Understanding</p> <p>The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.</p>		

**Department of Justice (DOJ)**

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531**Memorandum To:** Official Grant File**From:** Orbin Terry, NEPA Coordinator**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Norman


The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

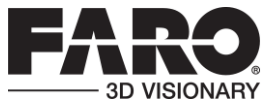
Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

<div></div> <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>		<div>Item 18.</div> <div>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</div> <div>Grant</div>	
		PROJECT NUMBER 2020-DJ-BX-0669	PAGE 1 OF 1
This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)			
1. STAFF CONTACT (Name & telephone number) Elizabeth White (202) 598-7402		2. PROJECT DIRECTOR (Name, address & telephone number) John Stege Sergeant (Ret) PO Box 370 Norman, OK 73070-0370 (405) 366-5218	
3a. TITLE OF THE PROGRAM JAG Local: Eligible Allocation Amounts \$25,000 or More		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT City of Norman and Cleveland County JAG			
5. NAME & ADDRESS OF GRANTEE City of Norman 201 West Gray Street Ste B Norman, OK 73069		6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2019 TO: 09/30/2023		8. BUDGET PERIOD FROM: 10/01/2019 TO: 09/30/2023	
9. AMOUNT OF AWARD \$ 26,226		10. DATE OF AWARD 09/18/2020	
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs. This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information			

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF



FARO Technologies Inc
 250 Technology Park
 Lake Mary FL 32746-7115
 Phone No: 407-333-9911
 Fax No: 407-333-4181

Email: tilo.voitel@faro.com

Bill To:
 Norman Police Department
 1507 W Lindsey St
 73069-4301 Norman, OK
 USA

Remit to:
 FARO Technologies, Inc.
 P.O. Box 116908
 Atlanta, GA 30368-6908

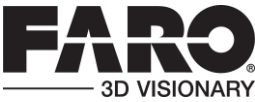
Ship To:
 Norman Police Department
 Kala Stillwell
 1507 W Lindsey St
 73069-4301 Norman, OK
 USA

Quotation No: 20410406
Quotation Date: 06/29/2021
Expiration Date: 08/20/2021
Regional Manager: Jeff Sexton
Account Manager: Tilo Voitel
Sales Support: William Jennings
Ship: Standard/Ground
Payment Terms: Net due in 45 days
Delivery Terms: EXW Origin
Lead Time: 2-6 Weeks

Contact Person: Kala Stillwell

Item No.	Description	Qty			Amount
SB_900091	Freestyle 2 Kit	1			0.00
900-000099-000	Freestyle2_Sensor_FARO	1			13,495.00
	FARO Freestyle 2 Core Kit. Includes the Freestyle 2 Sensor and One (1) year of manufacturer warranty. A compatible Android smartphone is required.				
810-000138-000	dS_AccessoryKit_FARO	1			2,000.00
	Freestyle 2 accessories Kit. Includes, On-site Calibration plate, Magnetic Kit for Mobile Phone, USB cable, One (1) Battery, Power Charger, High Speed USB stick, Targets Kit, Optical cleaning cloth, Quick start guide a rugged transport case.				

Item No.	Description	Qty		Amount
FA0215	MobilePC_Faro	1		2,495.00
ACCS-PWR-0014	3D_AC_LS_FocusS Battery Power Block	1		450.00
	Power Block battery for Focus laser scanner and Freestyle.			
ACCSS8039	3D_AC_FS2_Mobile_Phone	1		780.00
	High-end Smartphone compatible with FARO® Cobalt Detail 3D.			
SOFTD0900	SCENE	1		3,693.50
	SCENE. New license. Includes 1-year of standard maintenance. License container sold separately.			
SOFTL0002	Single User Hard Lock	1		200.00
	Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, FARO Zone, As-Built, and RevEng Software products.			
ACCSS8002	3D_AC_LS_FocusS Battery Power Dock	1		580.00
	Power Dock charging cradle for Focus laser scanner V8.			



Total Unit Price	26,240.00
Total Discount	2,546.50-
Shipping & Handling	25.48
Total	USD 23,718.98

Signature:_____ Print:_____ Title:_____ Date:_____

Signature:_____ Print:_____ Title:_____ Date:_____

*Any order over \$150,000 will need a secondary signature to process your order.

COVID-19

FARO does not assume any risk for (i) late deliveries of goods, (ii) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines).

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):

https://www.faro.com/terms/FARO_Standard_Terms_and_Conditions_Global_20180806_ENG.pdf

You can also obtain the terms from your FARO sales representative or please email Legal@faro.com for a copy.

The following article contains all our calibration information under their respective product headings

https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

INTERLOCAL AGREEMENT**Between The City of Norman and Cleveland County, Oklahoma****2020 Justice Assistance Grant (JAG) Program Award
Award 2020-DJ-BX-0669**

This Agreement is made and entered into this 5th day of October, 2020, by and between the County of Cleveland, Oklahoma, acting by and through its governing body, the Commissioners, and the city of Norman, Oklahoma, acting by and through its governing body, the City Council, witnesseth:

WHEREAS, each governing body finds that the performance of the Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the City of Norman will apply for and administer the JAG award: and

WHEREAS, funds in the amount of \$26,226 will be as distributed as follows:

The City of Norman receives \$23,603 and
Cleveland County Oklahoma receives \$2,623.

NOW THEREFORE, the City of Norman and Cleveland County, Oklahoma agree as follows:

Section 1.

All entities agree to expend their allocation of funds in accordance with the budget detail work sheet submitted by the individual agency.

Section 2.

Payments to Cleveland County, Oklahoma will be made after the entity submits an invoice for the award amount.

Section 3.

Cleveland County, Oklahoma will report project accomplishments to the City of Norman when requested.

Section 4.

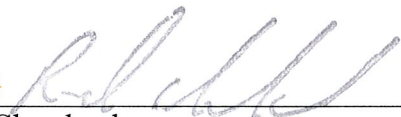
Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.


Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further this Agreement shall not create any rights in any party not a signatory hereto.

Section 6.

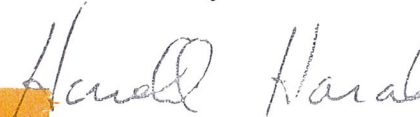
This Interlocal Agreement is not binding unless the 2020 Justice Assistance Grant (JAG) is awarded.



Rod Cleveland
Cleveland County Commissioner


Brea Clark
City of Norman Mayor

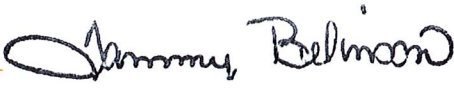

Darry Stacy
Cleveland County Commissioner

ATTEST:


Harold Haralson
Cleveland County Commissioner


Kathryn Walker
City of Norman City Attorney

ATTEST:


Tammy Belinson
Cleveland County Clerk

by Linda Atkins, Deputy



OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2020 Local Formula Solicitation

CFDA #16.738

Solicitation Release Date: July 9, 2020

Application Deadline: 11:59 p.m. eastern time on August 19, 2020

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provision in the "Financial Information" section of the OJP Grant Application Resource Guide.

Eligibility

The following entities are eligible to apply:

- Units of local government

By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Eligible allocations under JAG are posted annually on the [JAG web page](#). See the allocation determination and Units of Local Government requirements section for more information.

Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1,

and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application after the deadline. For information on reporting technical issues, see “Experiencing Unforeseen GMS Technical Issues” under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301-240-5830, or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA [State Policy Advisor](#).

Deadline details

Applicants must register in the OJP Grants Management System (GMS) at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time August 19, 2020.

For additional information, see the “**How to Apply (GMS)**” section in the [OJP Grant Application Resource Guide](#).

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2020 Local Solicitation CFDA #16.738

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2020 JAG Program Local Solicitation (BJA will issue a separate solicitation for states).

Statutory Authority:

The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Permissible uses of JAG Funds

In general, JAG funds awarded to a unit of local government under this FY 2020 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Additionally, JAG funds awarded to a unit of local government under this FY 2020 solicitation may be used to enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 *et seq.* and/or to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws and to assist the victims of such crimes (other than compensation). Additional details can be found on the [JAG Resource Page](#).

Note that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. BJA intends to focus much of its work on addressing violent crime, enforcing firearms laws, officer safety and wellness, safe policing for safe communities, and fentanyl detection. BJA encourages each recipient of a FY 2020 JAG award to join federal law enforcement agencies across the board in addressing these challenges. Additional details on the BJA areas of emphasis can be found on the [JAG Resource Page](#).

Limitations on the Use of JAG Funds

Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out in [34 U.S.C. § 10152](#).

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

For a list of prohibited expenditures under JAG and information about requesting BJA certification for a prohibited item (including unmanned aircraft, unmanned aerial vehicles, and/or unmanned aerial systems purchases) or for examples of allowable vehicles that do not require BJA certification, refer to the JAG Prohibited Guidance section of the [JAG Resource Page](#) or the [JAG FAQs](#).

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Prohibition of supplanting; prohibition on use of JAG funds as match – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting.

Although supplanting is prohibited, the leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Other restrictions on use of JAG funds that require compliance, certification, and/or prior approval – If a unit of local government chooses to use its FY 2020 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions. Examples of items that require compliance, certification, and/or prior approval by BJA before purchase include: body-worn cameras, body armor, interoperable communications, DNA testing of evidentiary materials, uploading DNA profiles to a database, and entry of records into state repositories. Additional information, including the process to obtain prior approval and as well as a body armor and/or body-worn camera certification form, can be found on the [JAG Resource Page](#).

Allocation determination and Units of Local Government requirements regarding use of JAG funds

Eligible allocations under JAG are posted annually on the [JAG web page](#). Award allocations are determined by a four-step statutory formula. Additional information can be found on the [JAG Resource Page](#) or the [JAG Technical Report](#).

According to the JAG program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility on the [JAG web page](#), an applicant should click on its respective state and note the following regarding the state’s allocation table:

- (1) Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
- (2) Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU; and
- (3) Direct allocations are listed alphabetically below the shaded, disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are

responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

A unit of local government that applies for and receives a FY 2020 JAG award **must note the following:**

- Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund **must** be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).
- Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) – A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-ce-certification.pdf>.

Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for a FY 2020 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., the mayor).

- National Incident-Based Reporting System (NIBRS) 3 Percent Set-aside – In preparation for the FBI’s 2021 NIBRS compliance deadline, BJA requires, through the application of a special condition, JAG award recipients not certified by the FBI as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI’s NIBRS data submission requirements under the Uniform Crime Reporting Program. Additional information can be found on the [JAG Resource Page](#).

Required compliance with applicable federal laws

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to a FY 2020

award include suspension or termination of the award, placement on the DOJ high-risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

Objectives

In general, the FY 2020 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

As discussed in more detail in the [General Information about Post-federal Award Reporting Requirements](#) discussion, a unit of local government that receives a FY 2020 JAG award will be required to produce various types of reports and to submit data related to performance measurement and accountability.

The objectives are directly related to the JAG Program performance measures described at <https://bjapmt.ojp.gov/help/jagdocs.html> and demonstrate the results of the work completed, as discussed under [What an Application Should Include](#).

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

A useful matrix of evidence-based policing programs and strategies is available through the BJA-supported [Matrix Demonstration Project](#). It offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA Innovation Suite of programs, including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see <https://www.bja.gov/Programs/CRPPE/innovationssuite.html>). BJA encourages units of local government to use JAG funds to develop and implement these crime innovation strategies, including effective partnerships with universities and research partners and with nontraditional criminal justice partners.

Information Regarding Potential Evaluation of Programs and Activities

Applicants should note OJP may conduct or support an evaluation of the programs and activities funded under the JAG Program. For additional information, see the [OJP Grant Application Resource Guide](#) section, entitled, “Information Regarding Potential Evaluation of Programs and Activities.”

B. Federal Award Information

Maximum number of awards BJA expects to make	1,058
Period of performance start date	October 1, 2019
Period of performance duration	2 or 4 years

Category 1 – Eligible Allocation Amounts of Less than \$25,000 (Competition ID BJA-2020-18275) – Units of local government that are listed on the [JAG web page](#) as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint

(disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length, and performance periods will be from October 1, 2019 through September 30, 2021. Extensions of up to two years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

Category 2 – Eligible Allocation Amounts \$25,000 or More (Competition ID BJA-2020-18276)

– Units of local government that are listed on the [JAG web page](#) as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length, and performance periods will be from October 1, 2019 through September 30, 2023. Extensions beyond this period may be made on a case- by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for additional information.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements¹ as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

Cost Sharing or Match Requirement

The JAG Program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

[Costs Associated with Language Assistance \(if applicable\)](#)

C. Eligibility Information

For information on eligibility, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

¹ The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

D. Application and Submission Information

What an Application Should Include

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the “Application Elements and Formatting Instructions” section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not “[proceeding] to peer review”).)

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

Intergovernmental Review:

This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf. If the applicant’s state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372, but has not been selected by the State for review.”).

2. Project Identifiers

Applications should identify at least three project identifiers that would be associated with the proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

3. Program Narrative

Category 1 – Eligible Allocation Amounts of Less than \$25,000

The program narrative for Category 1 applications should include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2 year grant period.

Category 2 – Eligible Allocation Amounts of \$25,000 or More

The program narrative for Category 2 applications should include:

- (a) Description of the Issue – Identify the unit of local government’s strategy/funding priorities for the FY 2020 JAG funds, the subgrant award process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 2 to 4 year grant period.
- (b) Project Design and Implementation – Describe the unit of local government’s strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan. It should identify the stakeholders

currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.

- (c) Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice juvenile justice agencies in the state.
- (d) Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives identified under " Objectives" in [Section A. Program Description](#).

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Post award, recipients will be required to submit quarterly performance measures through BJA's PMT, located at <https://bjapmt.ojp.gov>. The application should describe the applicant's plan for collection of all of the performance measurement data listed in the JAG performance measures at <https://bjapmt.ojp.gov/help/jagdocs.html>.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the [OJP Grant Application Resource Guide](#).

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

4. [Budget Information and Associated Documentation](#)

Please note that the budget narrative should include a full description of all costs, including funds set aside for the NIBRS project(s) and administrative costs (if applicable).

General requirement for federal authorization of any subaward: statutory authorization of subawards under the JAG Program statute.

Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

However, JAG subawards that are required or specifically authorized by statute ([see 34 U.S.C. § 10152\(a\) and 34 U.S.C. § 10156](#)) do not require prior approval. This includes subawards made by states and unites of local government under the JAG Program. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

5. [Indirect Cost Rate Agreement \(if applicable\)](#)

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

6. [Financial Management and System of Internal Controls Questionnaire \(including applicant disclosure of high risk status\)](#)

7. [Disclosure of Lobbying Activities](#)

8. [Applicant Disclosure of Pending Applications](#)

9. [Applicant Disclosure and Justification – DOJ High Risk Grantees² \(if applicable\)](#)

10. [Research and Evaluation Independence and Integrity](#)

11. [Certifications and Assurances by the Chief Executive of the Applicant Government](#)

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and then submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-ce-certification.pdf>.

12. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy.
 - Please describe each practice.
 - Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373.

Note: Responses to these questions must be provided by the applicant as part of the application. Further, the requirement to provide this information applies to all tiers of funding

² A “DOJ High Risk Grantee” is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

and for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

OJP will not deny an application for a FY 2020 award for failure to submit these required responses by the application deadline, but a recipient will not receive award funds (and its award will include a condition that withholds funds) until it submits these responses.

How to Apply

An applicant must submit its application through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Find information, registration and submission steps on how to apply in GMS in response to this solicitation in the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Process

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Federal Award Notices](#)

[Administrative, National Policy, and Other Legal Requirements](#)

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

General Information about Post-Federal Award Reporting Requirements

In addition to addressing the objectives described in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit the following reports and data:

Category 1 – Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- Quarterly financial status reports (and one final financial report after all funds have been obligated and expended) through OJP’s Grants Management System (GMS)
- Quarterly performance measures report and final performance measures report through BJA’s [Performance Measurement Tool \(PMT\)](#). Please note that as soon as all project activity has concluded, that report may be marked final
- An annual progress report and final progress report through OJP’s GMS. If all project activity has concluded at the time the first annual progress report is submitted, that report may be marked final
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions should also be submitted

Category 2 – Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

- Quarterly financial status reports (and one final financial report after all funds have been obligated and expended) through OJP’s Grants Management System (GMS)
- Quarterly performance measures reports and a final performance measures report (at any time once all project activity has concluded) through BJA’s Performance Measurement Tool (PMT)
- Semi-annual progress reports and a final progress report (at any time once all project activity has concluded) through OJP’s GMS
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions

Future awards and/or fund draw-downs may be withheld if a recipient of an OJP award fails to report the required reports in a timely manner.

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measurement data.

Performance measurement data must be submitted through BJA's [Performance Measurement Tool \(PMT\)](#). The performance measures are available at: <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a unit of local government provides funding to a law enforcement agency, the unit of local government must submit quarterly performance measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

H. Other Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

Certain Relevant Federal Laws, as in Effect on February 26, 2020

See the [JAG Resource Page](#) for more information.

Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2020 Local Solicitation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- ☐ Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with GMS:

- ☐ For new users, acquire a GMS username and password* (see [OJP Grant Application Resource Guide](#))
- ☐ For existing users, check GMS username and password* to ensure account access (see [OJP Grant Application Resource Guide](#))
- ☐ Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- ☐ Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- ☐ Register by selecting the “Apply Online” button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- ☐ Review the “the [Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards](#)” in the [OJP Funding Resource Center](#).

Scope Requirement:

- ☐ The federal amount requested is within the allowable limit(s) of the FY 2020 JAG Allocations List as listed on BJA’s [JAG web page](#).

Eligibility Requirement:

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

What an Application Should Include:

- ☐ Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- ☐ Intergovernmental Review (see page 10)
- ☐ Program Narrative (see page 10)
- ☐ Budget Detail Worksheet (including Budget Narrative) (see page 11)
- ☐ Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- ☐ Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- ☐ Disclosure of Lobbying Activities ([SF-LLL](#)) (see [OJP Grant Application Resource Guide](#))
- ☐ Applicant Disclosure of Pending Applications (see [OJP Grant Application Resource Guide](#))
- ☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (see [OJP Grant Application Resource Guide](#)) (if applicable)
- ☐ Research and Evaluation Independence and Integrity (if applicable) (see [OJP Grant Application Resource Guide](#))
- ☐ Certifications and Assurances by Chief Executive (see page 12)
- ☐ Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) (see page 12)

File Attachments for Item:

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR THE UPLANDS ADDITION. (GENERALLY LOCATED AT THE NORTHWEST CORNER OF 36TH AVENUE N.W. AND WEST INDIAN HILLS ROAD)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/21

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR THE UPLANDS ADDITION. (GENERALLY LOCATED AT THE NORTHWEST CORNER OF 36TH AVENUE N.W. AND WEST INDIAN HILLS ROAD)

BACKGROUND:

This item is a preliminary plat of Uplands Addition and located at the northwest corner of the intersection of 36th Avenue N.W. and West Indian Hills Road. City Council had previously approved the preliminary plat in 2011. The applicant has submitted the same preliminary plat adding the WQPZ, Water Quality Protection Zone. This property consists of approximately 129.9 acres, 256 single-family residential lots, 2 commercial lots, 1 commercial office lot, 1 low density apartment lot and 1 medium density apartment lot. In addition, there are proposed common areas and a detention facilities.

Planning Commission, at its meeting of July 10, 2021, recommended to City Council the approval of the preliminary plat for Uplands Addition.

DISCUSSION:

The mixed use office, multi-family, commercial, and residential developments in this preliminary plat are expected to generate approximately 12,845 trips per day and 1,298 trips during the PM peak hour. The traffic capacity on the affected roadways exceeds the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated on these facilities.

STREET	NO. OF LANES	PROPOSED DEVELOPMENT (Veh/day)	EXISTING TRAFFIC * (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
36 th Ave NW	4	2,469	22,090	24,559	34,200	64.59	71.81
48 th Ave NW	3	985	9,837	10,822	18,900	52.05	57.26
Indian Hills Rd	5	9,390	17,015	26,405	34,200	49.75	77.21

* Includes projected traffic from seven unnamed developments surrounding the J&J Properties site.

Because of the development's size and traffic generation potential, the applicant was required to conduct a comprehensive traffic impact analysis. The study was completed by Traffic Engineering Consultants, Inc., and was submitted in May, 2011.

Improvement costs, excluding any costs of half-street widening to be paid by other developments, are expected to be \$500,000 at the intersection of Indian Hills Road with 48th Avenue NW, \$210,000 at the intersection of Indian Hills Road with 36th Avenue NW, \$210,000 at the intersection of Franklin Road with 48th Avenue NW, and \$210,000 at the intersection of Franklin Road with 36th Avenue NW. The Uplands Addition proportionate share of the intersection improvement costs are summarized in the following table.

Intersection	Total PM Entering Traffic	Improvement Cost	Upland's Addition Traffic Volume	Cost Share (%)
Indian Hills at 48 th Avenue	3,927	\$500,000	365	9.295
Indian Hills at 36 th Avenue	4,577	\$210,000	773	16.889
Franklin at 48 th Avenue	2,488	\$210,000	73	2.934
Franklin at 36 th Avenue	2,669	\$210,000	284	10.641

Total cost to be spent per intersection is as follows: \$11,618 for the intersection of Indian Hills Road with 48th Avenue NW, \$21,111 for the intersection of Indian Hills Road with 36th Avenue NW, \$3,668 for the intersection of Franklin Road with 48th Avenue NW, and \$13,301 for the intersection of Franklin Road with 36th Avenue NW. The total to be paid for all four intersections is \$49,698. This equates to \$38.30 per PM peak hour trip to be collected in traffic impact fees with the filing of the final plat.

Collector roadways will be provided as part of this development. On the site plan accompanying this development, Street C traverses the site from east to west. It connects with 36th Avenue NW and eventually with 48th Avenue NW (through three adjacent developments to the west). Drive A connects Street C to Indian Hills Road. Discussion on the collector street criteria is found in Chapter 19 of the Subdivision Regulations. In Item E of Section 19-410 it states, "Collector streets shall be used in the subdivision wherever traffic is being collected from minor streets to provide access to a major street or community facility. Any street shall be deemed a collector street when it serves more than seventy-five (75) dwelling units." This equates to approximately 800 vehicles per day. The traffic impact analysis submitted for this project concluded that Street C will carry more than 2,600 vehicles per day and that Drive A will carry more than 1,300 vehicles per day between Street C and Indian Hills Road. As such, 60 feet of right-of-way is being provided along with appropriate collector street width for both roadways.

The development of the Uplands Addition site will help to define the ultimate cross-section for Indian Hills Road. The roadway is currently planned as a four-lane roadway. However, the increased number of driveways and intersections in proximity to the Uplands Addition site suggest that a five-lane road may be required. Staff feels that the mile of Indian Hills Road between 36th and 48th Avenues NW will be constructed by the City in the future as a five-lane road utilizing federal funding. However, current policies restrict the City's ability to require the developer to pay for more than their half of a four-lane roadway. The costs associated with widening one half of Indian Hills Road to a four-lane roadway, along the development frontage, are recommended to be deferred.

PUBLIC IMPROVEMENTS:

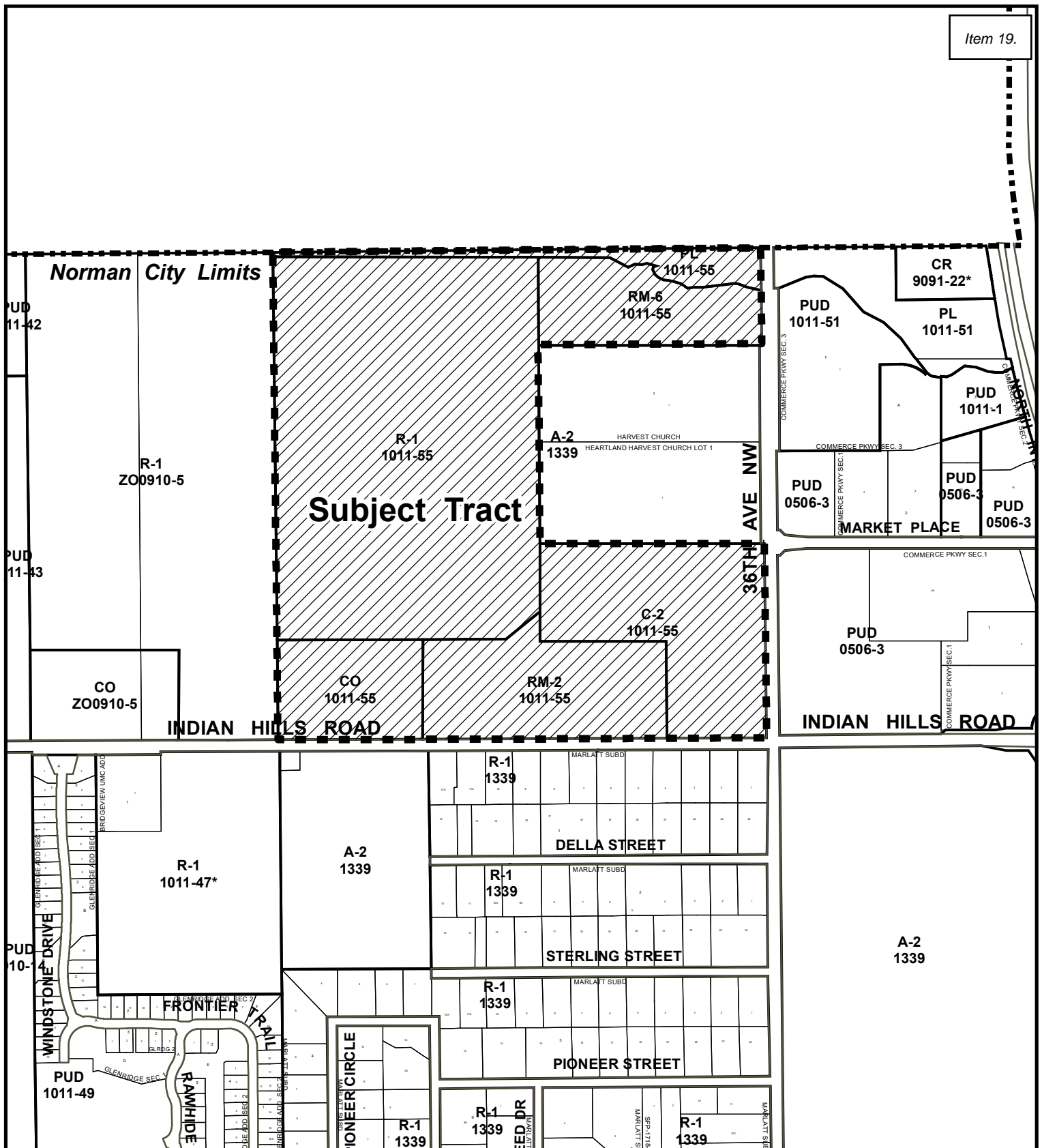
1. **Fire Hydrants.** Fire hydrants will be installed in accordance with approved plans.
2. **Permanent Markers.** Permanent markers will be installed prior to the final plat being filed of record.
3. **Sanitary Sewers.** A major interceptor line to the south of this property has been installed. This interceptor line has opened up the service area which includes this property. Sanitary sewer mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards.
4. **Sidewalks.** Sidewalks will be constructed adjacent to 36th Avenue NW and Indian Hills Road. Sidewalks will be constructed adjacent to all interior streets.
5. **Storm Sewers.** Storm sewers and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Several privately maintained detention facilities will be constructed for the conveyance of storm water. A property owners association will be established for the maintenance of the detention facilities.
6. **Streets.** Streets will be constructed in accordance with approved plans and City paving standards. Thirty-sixth Avenue NW and Indian Hills Road will be built as arterial streets. It is anticipated that 36th Avenue N.W. and Indian Hills Road will be deferred with final platting.
7. **Water Mains.** Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards. Interior water lines will be installed and looped, where possible, to provide domestic water and fire protection. Depending on the phasing, twelve-inch (12") water mains may need to be utilized within the development. There is an existing 24" water main adjacent to 36th Avenue N.W. and 12" water main adjacent to Indian Hills Road.

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.
3. **Water Quality Protection Zone.** This property contains WQPZ located in the northeast corner of the property. With final platting, the owners will submit covenants for the purpose of protecting the WQPZ.
4. **Flood Plain.** Flood Plain is located in the very northeast corner of the property. There are no proposed structures to be located in the flood plain.
5. **Parkland.** Parkland is located in the northern portion of the property located within the designated zoned PL (Park Land). With the cooperation of this developer, a proposed Gateway Park and Trails is planned and will connect to the Redlands Parkland and continue east into the Commerce Parkway properties

RECOMMENDATION:

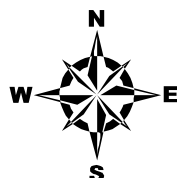
Staff recommends approval of the preliminary plat of Uplands Addition.



Location Map



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



June 8, 2021

0 350 700 Ft.

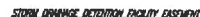


Subject Tract



Zoning

A PART OF THE S.E. 1/4 OF SECTION 34, T10N, R3W, 1.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

[illegible]

LEGAL DESCRIPTION

A part of the S.E. 1/4 of Section 38, Township 10 North, Range 3 West of the Indian Meridian.

BEGINNING at the S.W. corner of said S.E. $\frac{1}{4}$;
 Thence South 05°07'37" East, and along the north line of said S.E. $\frac{1}{4}$, a distance of
 26,961.41 feet to the S.W. corner of said S.E. $\frac{1}{4}$;
 Thence North 07°02'58" East, and along the east line of said S.E. $\frac{1}{4}$, a distance of
 1,000.00 feet to the N.E. corner of said S.E. $\frac{1}{4}$;
 Thence South 82°25'42" East, and along the north line of said S.E. $\frac{1}{4}$, a distance of
 26,113.75 feet to the N.W. corner of said S.E. $\frac{1}{4}$;
 Thence South 07°07'37" East, and along the east line of said S.E. $\frac{1}{4}$, a distance of 51,882.92
 feet;
 Thence North 85°17'17" East, a distance of 12,304.46 feet;
 Thence South 09°02'58" East, a distance of 12,304.46 feet;
 Thence North 85°03'30" East, a distance of 121,151 feet to a point on the east line of
 said S.E. $\frac{1}{4}$;
 Thence South 07°07'37" East, and along the east line of said S.E. $\frac{1}{4}$, a distance of
 165,768 feet to the POINT OF BEGINNING.

Containing 129.80 acres, more or less.

NOTES

4. EXISTING ZONING IS R-1, C-1, C-2, C-3, C-4, C-5 AND D-1.
5. ALL PUBLIC UTILITIES SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF WASHINA STANDARDS.
6. ALL STREET LIGHTS SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF WASHINA STANDARDS.
7. ALL PUBLIC UTILITIES WILL BE IN ACCORDANCE WITH ORDINANCES.
8. PAVED ROADS SHALL BE LOCATED AND DESIGNED IN ACCORDANCE WITH THE PAVED PLANET AND THE CITY OF WASHINA STANDARDS.
9. ALL UTILITIES ABOVE GROUND SHALL BE LOCATED SOUTH SIDE OF HIGHWAY AND A CEMENT BARRIER SHALL DEVELOPMENT SHALL BE WORKED BY THE PROPERTY OWNERS ACCORDANCE OF UTILITIES AGENCIES.
10. ORDER TO DRAWING REPORT FOR SPECIFIC DATA.
11. ORDER SUBJECTS WILL NOT BE DRAINAGE DESIGNING.
12. ALL DRAINAGE WILL BE CONSTRUCTED IN ACCORDANCE WITH THE PAVED PLANET AND THE CITY OF WASHINA STANDARDS AND SPECIFICATIONS.
13. THE CITY OF WASHINA WILL BE REQUIRED TO HAVE PLANS TO LAYOUT A BARRIER OF PROTECTION WITH THE CITY OF WASHINA STANDARDS.
14. WALLS SHALL CONSIDERATION OF DRAINAGE OF WALL. SHALL HAVE PLAN FOR CLIMATE AND A PART OF THE CITY OF WASHINA STANDARDS.
15. ACCOMMODATION, TRAFFIC DRAINAGE WILL BE DESIGNED WITH THE CITY OF WASHINA STANDARDS.
16. BEFORE A CITY, ORALLY DISCUSS THE DRAINAGE OF THE CITY OF WASHINA STANDARDS. ALL CITY OF WASHINA STANDARDS IN LOST 1/4 OF BLOCK IS LOST 1/4 AND LOST 1/4 AND LOST 1/4 AND LOST 1/4.
17. DEVELOPMENT SHALL BE LIMITED TO 100 LOTS AND 100 LOTS AND 100 LOTS AND 100 LOTS.
18. PAVED ROAD SHALL HAVE 100% ACCORDANCE WITH THE CITY OF WASHINA STANDARDS. THIS PLAN FOR THE CITY OF WASHINA STANDARDS.

(0002) WATER QUALITY PROTECTION ZONE

NOTED THERE SHALL BE NO CLEAVING, CHANGING, CONSTRUCTION OR
DESTRUCTION OF WEEDBARS EXCEPT AS PERMITTED BY THE DIRECTOR
OF PUBLIC WORKS UNLESS SUCH DISTURBANCE IS DONE IN
ACCORDANCE WITH 12-514(C) OF THE NEWMEXICO CITY CODE.

NOTED THE WORK IS SUBJECT TO PROTECTIVE CONDITIONS THAT MAY
BE FOUND IN THE LAND RECORDS AND THAT RESPECT DISTURBANCE
AND USE OF THESE AREAS.

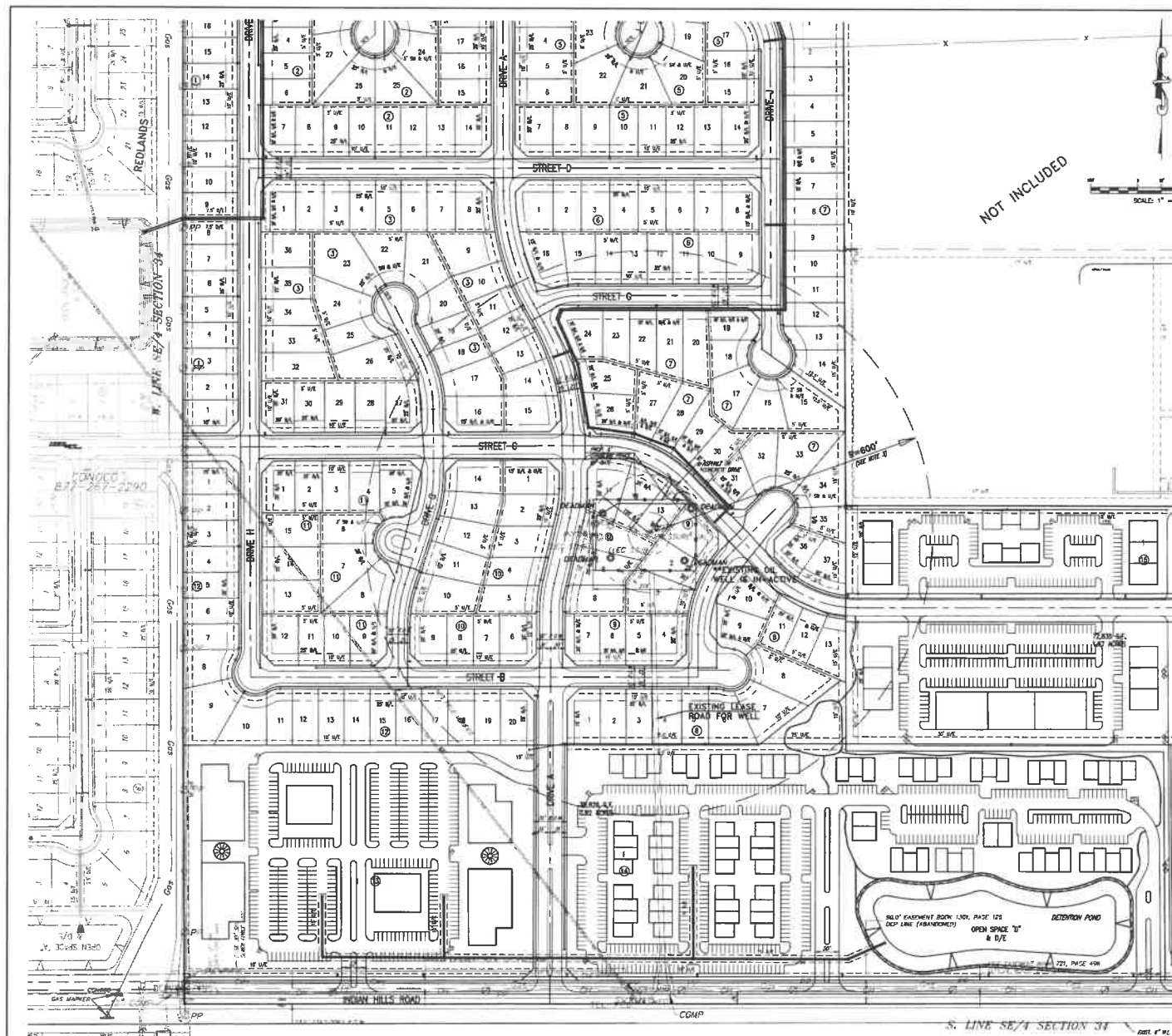
AGREED THE VOPE IS SUBJECT TO PROGRESSING CONDITIONS BUT MAY BE FORN IN THE LAND RECORDS AND MUST INSURE COMPLIANCE AND USE OF THESE AIDS.

68.57 ACRES
288 RESIDENTIAL LOTS
3.90 LOTS PER ACRE

UPLANDS ADDITION
336TH AVE. N.W. & INDIAN HILL
NORMAN, OKLAHOMA

[illegible]

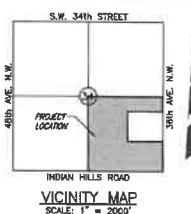
PRELIMINARY PLAN



NOTES :

1. LOTS 1,2,3,9,10,11,12,13 IN BLOCK 9 CANNOT BE DEVELOPED UNTIL OIL WELL IS PLUGGED.
2. LOTS 4 & 5 IN BLOCK 9 AND LOT 4 IN BLOCK 8 CANNOT BE DEVELOPED UNTIL A NEW OIL WELL ACCESS ROAD IS CONSTRUCTED, OR THE WELL HAS BEEN PLUGGED.
3. NO FINAL PLAT WITHIN THIS 600 FOOT RADIUS WILL BE FILED OF RECORD UNTIL A NEW 6' CHAIN LINK FENCE AND DRIVE-THRU GATES HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY ORDINANCES AND WELL OPERATORS CONSENT.
4. THE EXISTING OIL WELL IS SHOWN WITH LOTS AND ROADS THAT MAY BE DEVELOPED AFTER THE WELL IS PLUGGED. THERE WILL BE NO PLAT SUBMITTED FOR THIS AREA UNTIL THE WELL IS PLUGGED. THE LOT LAYOUT IS SHOWN TO ILLUSTRATE HOW THE LAND WILL BE PLATTED IN THE FUTURE. THE OIL LINE CONNECTING THIS WELL AND EXTENDING TO INDIAN HILLS RD. WILL BE LEFT IN PLACE AND WILL NOT HAVE A PLAT SUBMITTED UNTIL THE LINE IS ABANDONED IN THE FUTURE.
5. DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF 6' CHAINLINK FENCE AS SHOWN, AND TO ANY ADJUSTMENTS NECESSARY OF THE EXISTING DEAD-MEN.
6. THERE ARE NO EXISTING FLOWLINES PER MR. RON ARVINE, OWNER OF THE WELL. ACCORDING TO MR. ARVINE, NO FLOWLINES ARE PLANNED. THE EXISTING LEASE ROAD IS NOT NECESSARY FOR MR. ARVINE AND HE HAS REVIEWED THE OIL WELL SITE PLAN AND THE LOCATION OF DRIVE 'A' AND ASSOCIATED PUBLIC ROADS ARE SATISFACTORY TO HIS NEEDS. THE DRIVEWAY AS SHOWN TO ACCESS THE WELL SITE IS ALSO SATISFACTORY.

NOTE: DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF 6' CHAINLINK FENCE AS SHOWN, AND TO ANY ADJUSTMENTS NECESSARY OF THE EXISTING DEAD-MEN.



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UPLANDS ADDITION

36th AVE. N.W. & INDIAN HILLS RD.
NORMAN, OKLAHOMA

SMC
SMC Consulting Engineers, P.C.
1000 N. MAYA AVE., SUITE 200
NORMAN, OKLAHOMA 73061
TEL: 405-251-2100 FAX: 405-251-2101
WWW.SMCENGINEERS.COM

PROJECT: WELL SITES
DATE: 4/24/21
SCALE: 1" = 100'

OWNER: RYAN ARVINE
DESIGNER: SMC
DATE: 4/24/21

Oil Well Site Plan

SHEET 1

PRELIMINARY PLAT
PP-2122-1

ITEM NO. 5

STAFF REPORT**ITEM:** Consideration of a Preliminary Plat for **UPLANDS ADDITION**.**LOCATION:** Located at the northwest corner of the intersection of 36th Avenue NW and West Indian Hills Road.**INFORMATION:**

1. Owner. Hallbrooke Development Group-One, LLC
2. Developer. Hallbrooke Development Group-One, LLC
3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. November 17, 1961. City Council adopted Ordinance No. 1323 annexing this property into the Norman Corporate City Limits without zoning.
2. December 19, 1961. Planning Commission recommended that this property be placed in the A-2, Rural Agricultural District.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in the A-2, Rural Agricultural District.
4. June 2, 2011. The Norman Board of Parks Commissioners, on a vote of 9-0, recommended parkland dedication for Uplands Addition.
5. June 9, 2011. The applicant requested postponement of the amendment to the NORMAN 2025 Land Use and Transportation Plan, Ordinance No. O-1011-55 and the preliminary plat for Uplands Addition. The Planning Commission, on a vote of 8-0, postponed R-1011-115, Ordinance No. O-1011-55 and the preliminary plat for Uplands Addition.

6. July 14, 2011. Planning Commission, on a vote of 6-2, recommended to City Council amending the NORMAN 2025 Land Use and Transportation Plan from Future Urban Service Area to Current Urban Service Area, removal of the Proposed Outer Loop Designation, expansion of the Commercial Designation from approximately 9.3 acres to 21.64 acres, and amending 9.79 acres from Low Density Residential Designation to Office Designation, 16.56 acres from Low Density Residential Designation to Medium Density Residential Designation, and 11.02 acres from Low Density Residential Designation to High Density Residential Designation.
7. July 14, 2011. Planning Commission, on a vote of 6-2, recommended to City Council rezoning this property from A-2, Rural Agricultural District, to C-2, General Commercial District (21.64 acres), CO, Suburban Office Commercial District (9.79 acres), RM-2, Low Density Apartment District (16.56 acres), RM-6, Medium Density Apartment District (11.02), R-1, Single Family Dwelling District (65.57 acres), and PL, Parkland (5.27 acres).
8. July 14, 2011. Planning Commission, on a vote of 6-2, recommended to City Council approving the preliminary plat for Uplands Addition.
9. September 27, 2011. City Council amended the NORMAN 2025 Land Use and Transportation Plan from Future Urban Service Area to Current Urban Service Area, removal of the Proposed Outer Loop Designation, expansion of the Commercial Designation from approximately 9.3 acres to 21.64 acres, and amending 9.79 acres from Low Density Residential Designation to Office Designation, 16.56 acres from Low Density Residential Designation to Medium Density Residential Designation, and 11.02 acres from Low Density Residential Designation to High Density Residential Designation.
10. September 27, 2011. City Council adopted Ordinance No. O-1011-55 placing this property in the C-2, General Commercial District (21.64 acres), CO, Suburban Office Commercial District (9.79 acres), RM-2, Low Density Apartment District (16.56 acres), RM-6, Medium Density Apartment District (11.02), R-1, Single Family Dwelling District (65.57 acres), and PL, Parkland (5.27 acres).
11. September 27, 2011. City Council approved the preliminary plat for Uplands Addition.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire hydrants will be installed in accordance with approved plans. Their locations will be reviewed by the Norman Fire Department. Additional fire hydrants may be required for the larger commercial tracts.
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewers. A major interceptor line to the south of this property has been installed. This interceptor line has opened up the service area which includes this property. Sanitary sewer mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards.

IMPROVEMENT PROGRAM (CONT'):

4. Sidewalks. Sidewalks will be constructed adjacent to 36th Avenue NW and Indian Hills Road. Sidewalks will be constructed adjacent to all interior streets.
5. Storm Sewers. Storm sewers and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Several privately maintained detention facilities will be constructed for the conveyance of storm water. A property owners association will be established for the maintenance of the detention facilities.
6. Streets. Streets will be constructed in accordance with approved plans and City paving standards. Thirty-sixth Avenue NW and Indian Hills Road will be built as arterial streets. Interior streets will be installed to City paving standards.
7. Water Mains. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards. Interior water lines will be installed and looped, where possible, to provide domestic water and fire protection. Depending on the phasing, twelve-inch (12") water mains may need to be utilized within the development. There is an existing 24" water main adjacent to 36th Avenue N.W. and 12" water main adjacent to Indian Hills Road.

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.
3. Water Quality Protection Zone. This property contains WQPZ located in the northeast corner of the property. With final platting, the owners will submit covenants for the purpose of protecting the WQPZ.
4. Flood Plain. Flood Plain is located in the very northeast corner of the property. There are no proposed structures to be located in the flood plain.
5. Parkland. Parkland is located in the northern portion of the property located within the designated zoned PL (Park Land).

SUPPLEMENTAL MATERIAL: Copies of a location map, site plans and preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The owners are proposing residential, commercial, commercial offices and duplexes/apartments for this property. Staff can support the preliminary plat for Uplands Addition.

ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for Uplands Addition to City Council.

ACTION TAKEN: _____



CITY OF NORMAN

Development Review Form

Transportation Impacts

DATE: June 14, 2021

STAFF REVIEW BY: David R. Riesland, P.E.
City Transportation Engineer

PROJECT NAME: Upland's Addition

PROJECT TYPE: Office/Commercial/Residential

Owner:

Uplands Development Co. LLC

Developer's Engineer:

SMC

Developer's Traffic Engineer:

TEC

SURROUNDING ENVIRONMENT (Streets, Developments)

Residential developments surround the project location with some floodplain land to the west. There are some commercial and institutional uses to the east. Indian Hills Road is the main east/west roadway, and the site is between 36th and 48th Avenues NW.

ALLOWABLE ACCESS:

Proposed access is in accordance with Section 4018 of the City's Engineering Design Criteria.

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

Indian Hills Road: 2 lanes (existing) / 5 lanes (future). Speed Limit - 50 mph. No sight distance problems. No medians.

36th Avenue NW: 2 lanes (existing) / 4 lanes (future). Speed Limit - 50 mph. No sight distance problems. No medians.

ACCESS MANAGEMENT CODE COMPLIANCE:

YES ☒

NO ☐

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

TRIP GENERATION

Time Period	Total	In	Out
Weekday	12,845	6,422	6,423
A.M. Peak Hour	627	286	341
P.M. Peak Hour	1,298	656	642

TRANSPORTATION IMPACT STUDY REQUIRED?

YES ☒

NO ☐

Traffic Impact Study prepared by Traffic Engineering Consultants, Inc. of Oklahoma City, Oklahoma.

RECOMMENDATION:

APPROVAL ☒

DENIAL ☐

N/A ☐

☐

STIPULATIONS

☐

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

Because of the development's size and traffic generation potential, the applicant was required to conduct a comprehensive traffic impact analysis. The study was completed by Traffic Engineering Consultants, Inc., and was submitted in May, 2011, along with the original, approved Preliminary Plat.

Improvement costs, excluding any costs of half-street widening to be paid by other developments, are expected to be \$500,000 at the intersection of Indian Hills Road with 48th Avenue NW, \$210,000 at the intersection of Indian Hills Road with 36th Avenue NW, \$210,000 at the intersection of Franklin Road with 48th Avenue NW, \$210,000 at the intersection of Franklin Road with 36th Avenue NW, and \$135,000 at the intersection of Tecumseh Road with 48th Avenue NW. The Upland's Addition proportionate share of the intersection improvement costs are summarized in the following table:

Intersection	Total PM Entering Traffic	Improvement Cost	Upland's Addition Traffic Volume	Cost Share (%)
Indian Hills at 48 th Avenue	3,927	\$500,000	365	9.295
Indian Hills at 36 th Avenue	4,577	\$210,000	773	16.889
Franklin at 48 th Avenue	2,488	\$210,000	73	2.934
Franklin at 36 th Avenue	2,669	\$210,000	284	10.641

Total cost to be spent per intersection is as follows: \$11,618 for the intersection of Indian Hills Road with 48th Avenue NW, \$21,111 for the intersection of Indian Hills Road with 36th Avenue NW, \$3,668 for the intersection of Franklin Road with 48th Avenue NW, and \$13,301 for the intersection of Franklin Road with 36th Avenue NW. The total to be paid for all four intersections is \$49,698. This equates to \$38.30 per PM peak hour trip to be collected in traffic impact fees with the filing of the final plat.

Collector roadways will be provided as part of this development. On the site plan accompanying this development, Street C traverses the site from east to west. It connects with 36th Avenue NW and eventually with 48th Avenue NW (through three adjacent developments to the west). Drive A connects Street C to Indian Hills Road. Discussion on the collector street criteria is found in Chapter 19 of the Subdivision Regulations. In Item E of Section 19-410 it states, "Collector streets shall be used in the subdivision wherever traffic is being collected from minor streets to provide access to a major street or community facility. Any street shall be deemed a collector street when it serves more than seventy-five (75) dwelling units." This equates to approximately 800 vehicles per day. The traffic impact analysis submitted for this project concluded that Street C will carry more than 2,600 vehicles per day and that Drive A will carry more than 1,300 vehicles per day between Street C and Indian Hills Road. As such, 60 feet of right-of-way should be provided along with appropriate collector street width for both roadways. Limits of No Access will be established as appropriate in accordance with the City's Engineering Design Criteria. In the event of hardship, a Variance to the established Limits of No Access could be filed with the Public Works Director.

The development of the Upland's Addition site will help to define the ultimate cross-section for Indian Hills Road. The roadway is currently planned as a four-lane roadway. However, the increased number of driveways and intersections in proximity to the Upland's Addition site suggest that a five-lane cross-section may be required. Staff feels that the mile of Indian Hills Road between 36th and 48th Avenues NW will be constructed, utilized leveraged federal funding, as a five-lane roadway. However, current policies restrict our ability to require the developer to pay for more than his/her half of a four-lane roadway. The costs associated with widening one half of Indian Hills Road to a four-lane roadway, along the development frontage, will be deferred.

Applicant: Uplands Development LLC

Project Location: NW corner of Indian Hills Road and 36th Avenue NW

Case Number: PD21-17

Time: 6:00 p.m.

Applicant/Representative

Preston Caldwell

Attendees

Cindy Stephens

City Staff

Logan Hubble, Planner I

Ken Danner, Subdivision Development Manager

Application Summary

The applicant is requesting a preliminary plat.

Neighbor's Comments/Concerns/Responses

- Is there going to be a parking lot on the south side of the development? Applicant didn't know yet.
- What will the land use be on the south side of the development? Applicant described preliminary zoning.
- What is the time frame? Applicant didn't know, but estimated more than 5 years.
- How big are the lots? Applicant estimated a size.
- How many houses will be on the development? Applicant pointed to the preliminary plat, which said that there would be 257 houses.
- Who owns this development? Hallbrooke LLC.

GBC 21-18

APPLICANT	Uplands Development Co., L.L.C./ Chris Anderson, Engineer, SMC
LOCATION	Northwest corner of Indian Hills Rd and 36 th Ave NW
PROPOSAL	Preliminary Plat
NORMAN 2025 LAND USE	Current: Low Density Residential, Medium Density Residential, High Density Residential, Commercial, Office
LAND USE	Current: Vacant

Greenbelt Commission Final Comments - GBC 21-18

Greenbelt Commission forwards the project with the following comment:

The commission recommended that the developer integrate Ruby Grant Park with a pedestrian trail that connects to the commercial corner and to Acoma Dr.

File Attachments for Item:

20. 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.)



CITY OF NORMAN, OK STAFF REPORT

REVISED Item 20

MEETING DATE: 07/13/2021

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.

Growth Area Boundary Changes- *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:

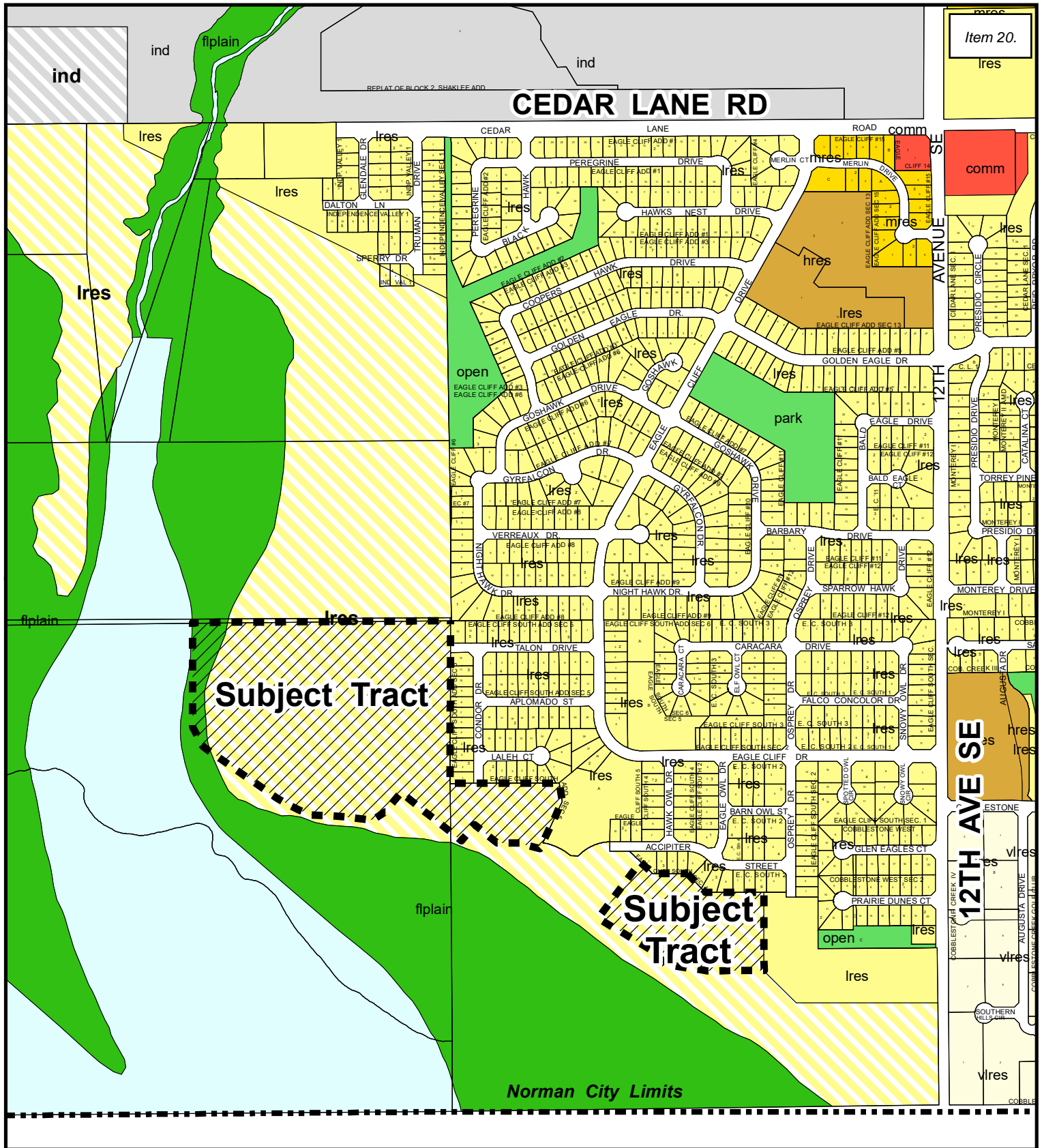
- § 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that the requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this _____ day of _____, 2021.

(Mayor)

ATTEST:

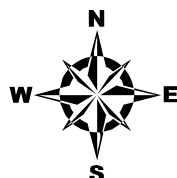
(City Clerk)



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.



April 19, 2021

0 350 700 Ft.

 Subject Tract

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 Elts, 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:

21. 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.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/13/2021

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.

Ordinance No. O-2021-44
Page 3

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.

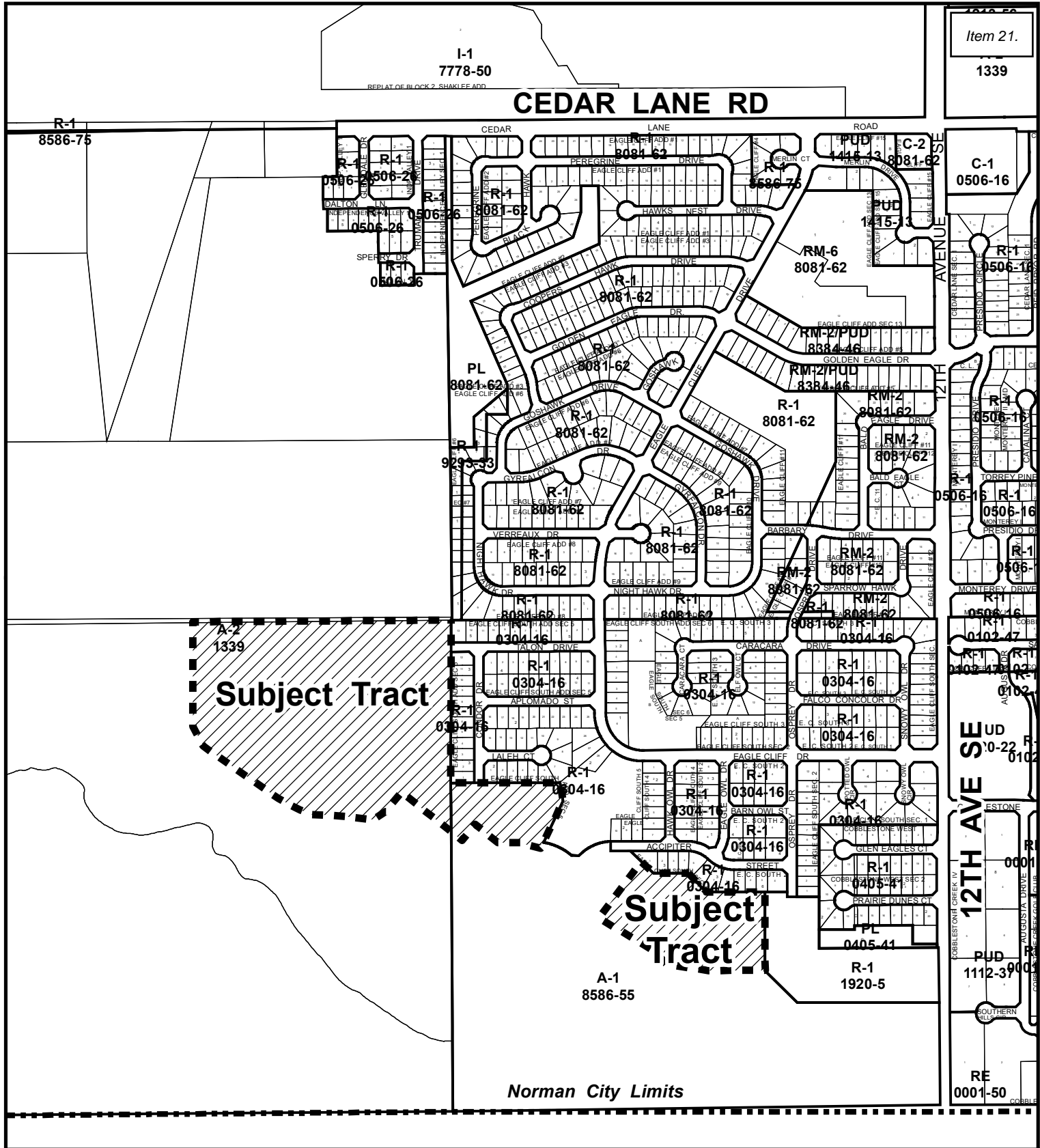
ADOPTED this	day of	NOT ADOPTED this	day of
-	, 2021.		, 2021.

(Mayor)

(Mayor)

ATTEST:

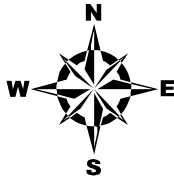
(City Clerk)



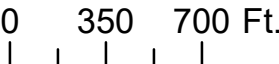
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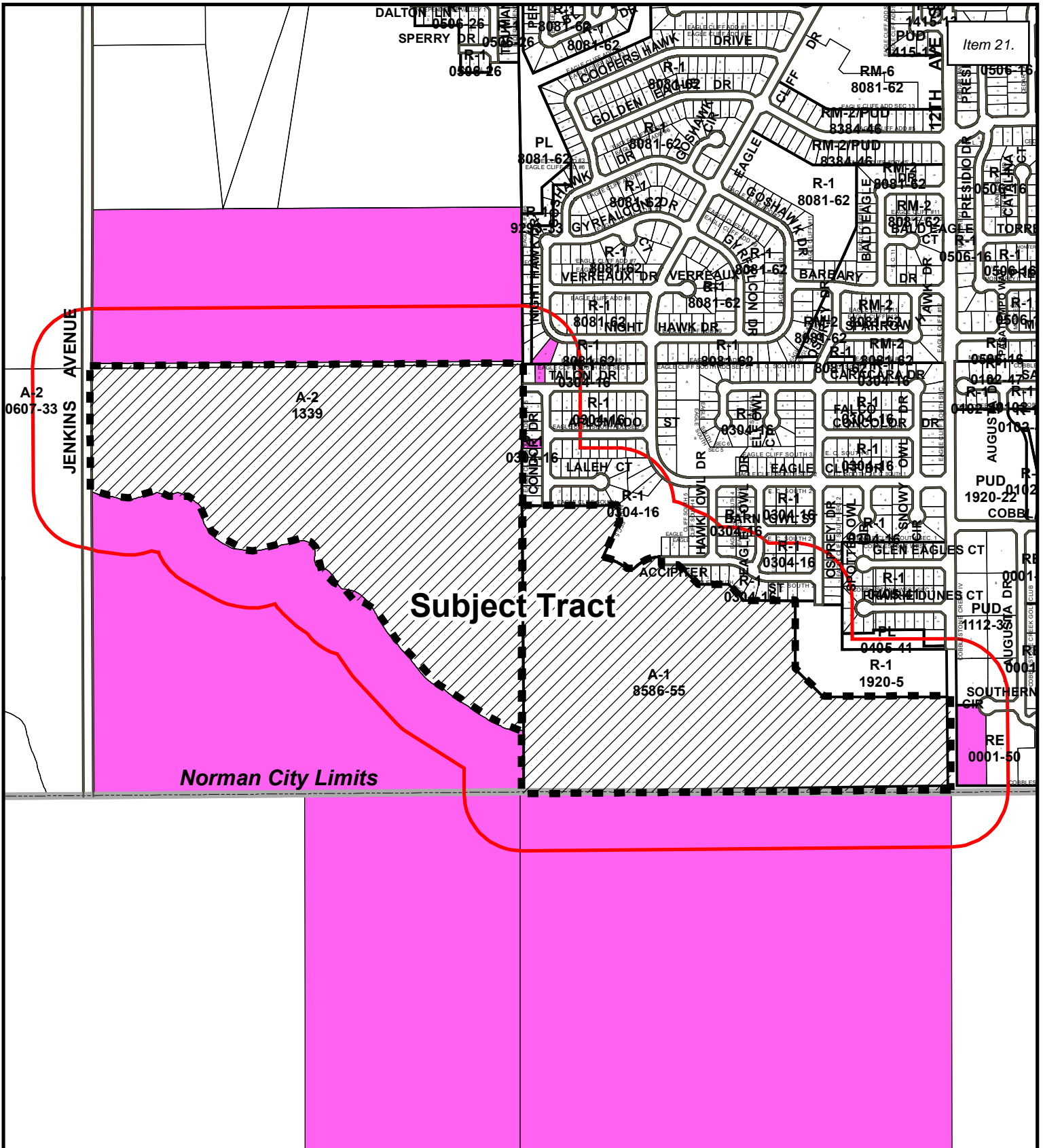
Map Produced by the City of Norman
Geographic Information System.
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



April 19, 2021



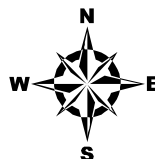
 Subject Tract



Protest Map

56.4% Protest Within Notification Area

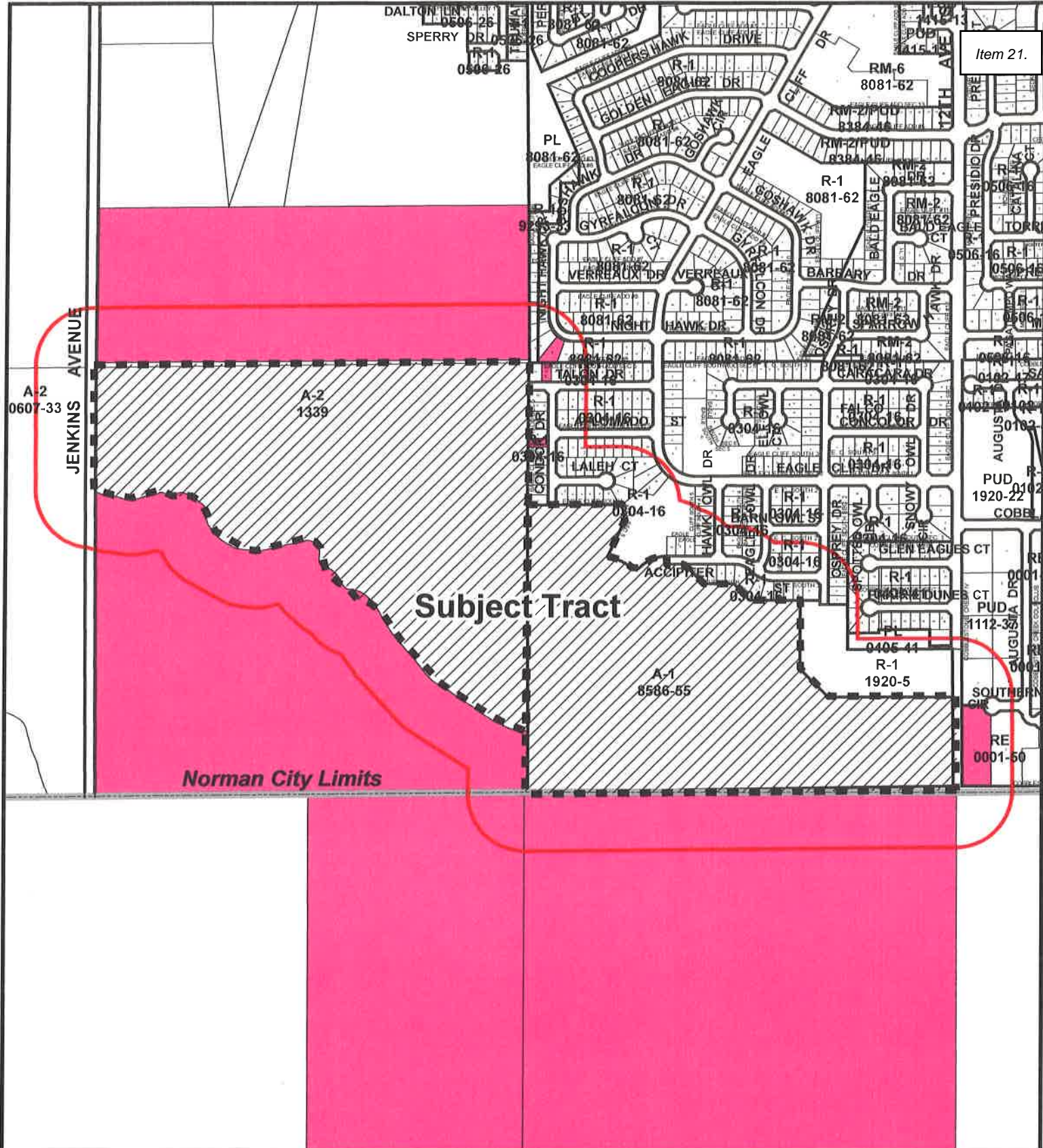
Map Produced by the City of Norman
Geographic Information System.
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0 400 800 Feet

June 28, 2021

-  Subject Tract
-  Notification Area
-  Protest

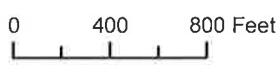



Protest Map



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.



-  Subject Tract
-  Notification Area
-  Protest

June 28, 2021

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

(405) 323-3000

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-14-2021

June 1, 2021

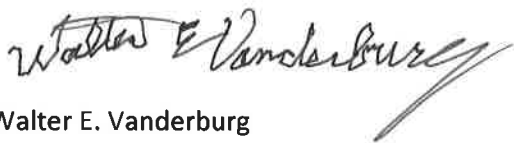
City of Norman City Clerk
P. O. Box 370
Norman, OK 73070

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.

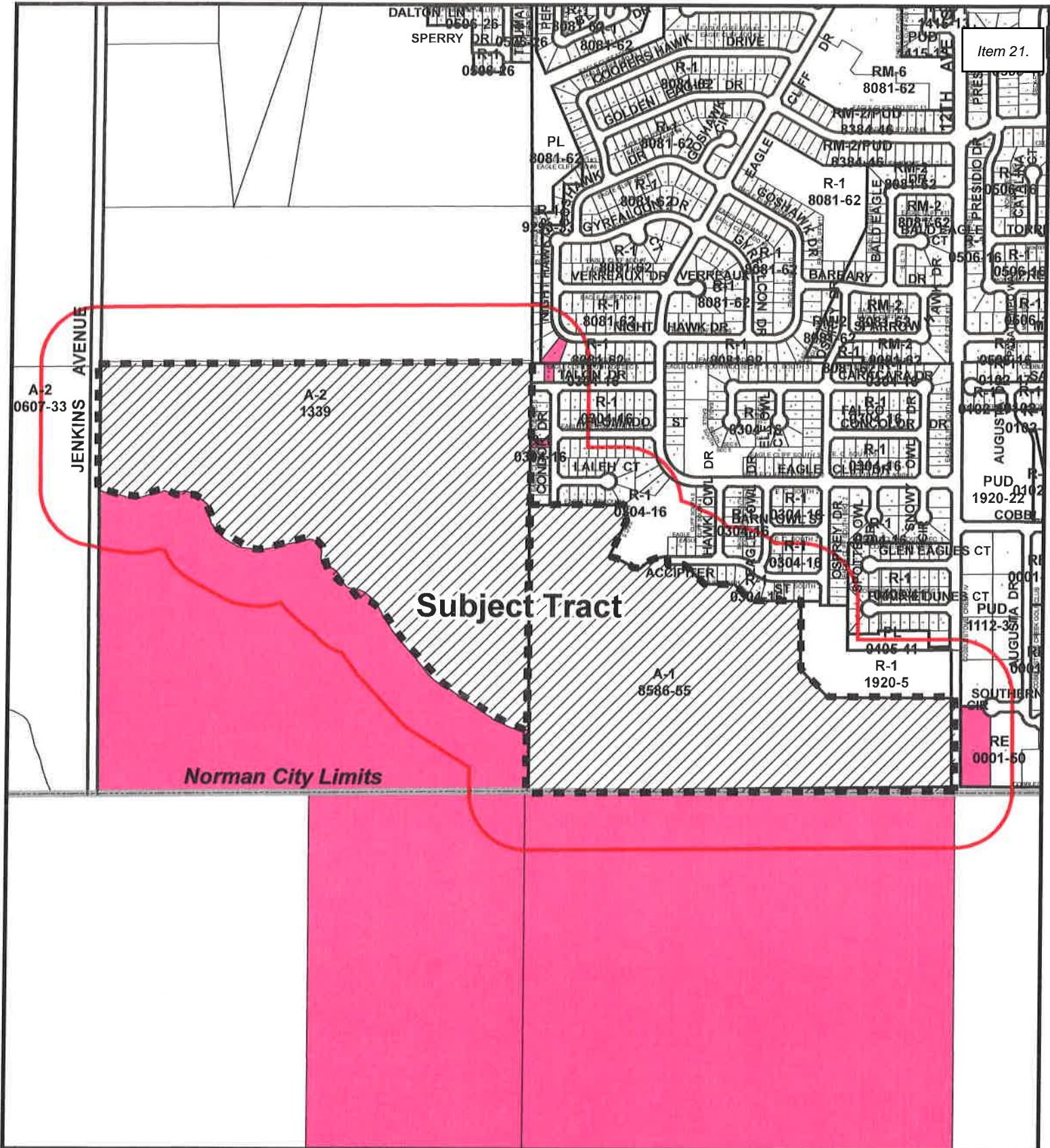
Sincerely,



Walter E. Vanderburg

(405) 820-7718

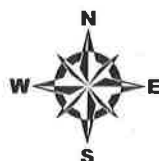
FILED IN THE OFFICE
OF THE CITY CLERK
ON 10-14-21 



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.



0 400 800 Feet

- Subject Tract
- Notification Area
- Protest

May 12, 2021

**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.

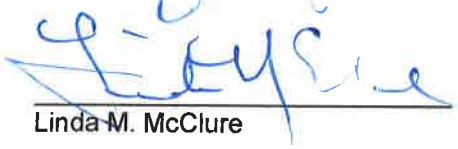
* When they start construction sites, they do not keep the area watered, so the dust and dirt accumulation is intense in our yards and homes. It was extremely hard to go on a walk in our neighborhoods during this time, because of limited sight due to the dust in the air, as well as the breathable air 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.

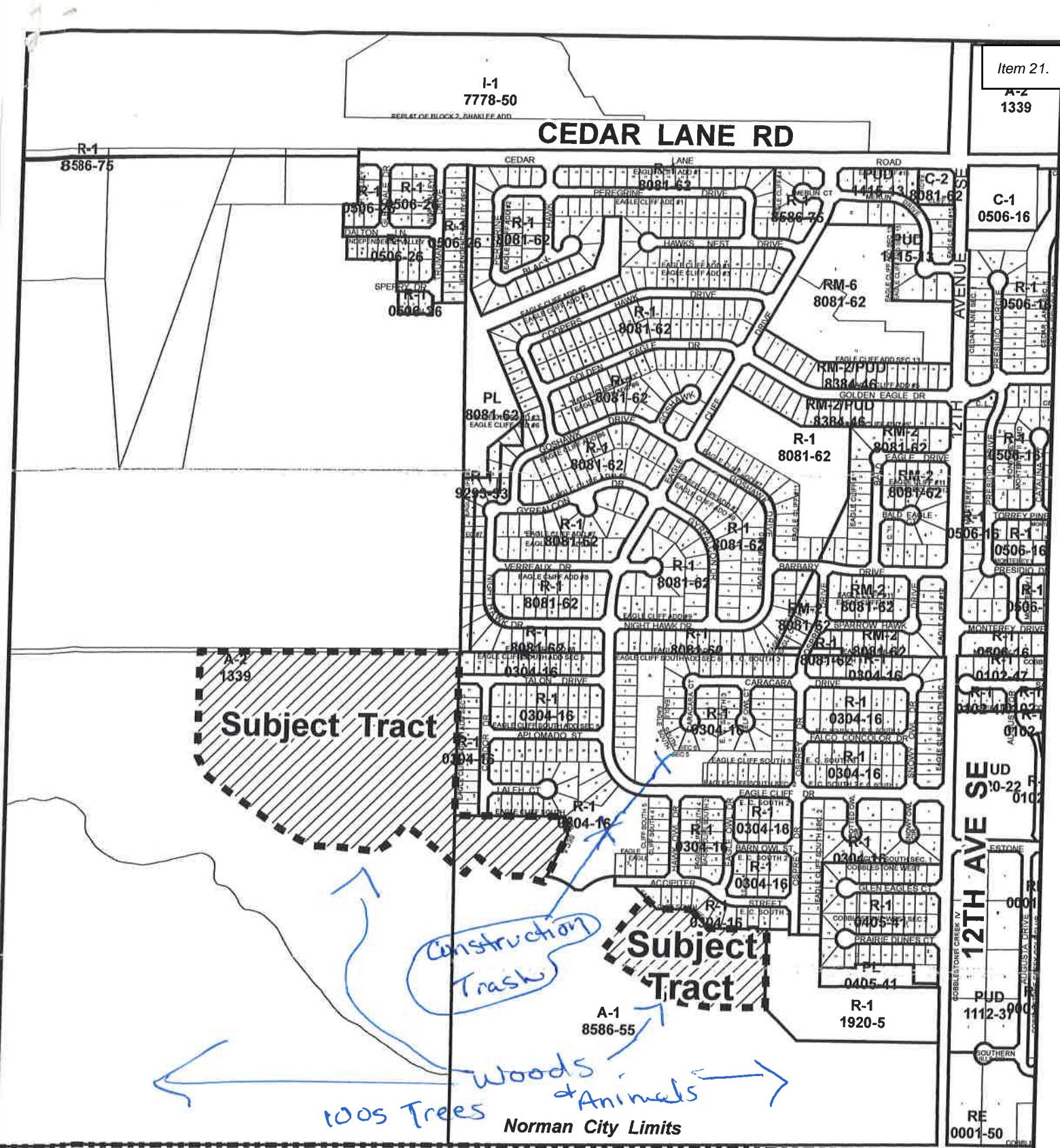
Thank you for your consideration.


Douglas E. McClure


Linda M. McClure

FILED IN THE OFFICE
OF THE CITY CLERK
ON 4/23/21 - LW

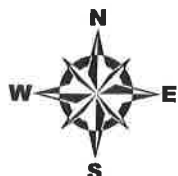
Enclosed Attachment



Location Map



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



April 19, 2021

0 350 700 Ft.



Subject Tract

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 will not happen. 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-1, 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.

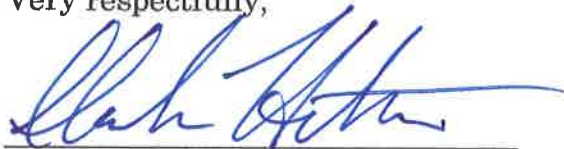
CONCLUSION

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 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-LW



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

201 Robert S. Kerr Avenue, Suite 1600, Oklahoma City, OK 73102

p: 405.235.7000 | f: 405.996.3403 | hartzoglaw.com

Norman Planning Commission
May 10, 2021
Page 2

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

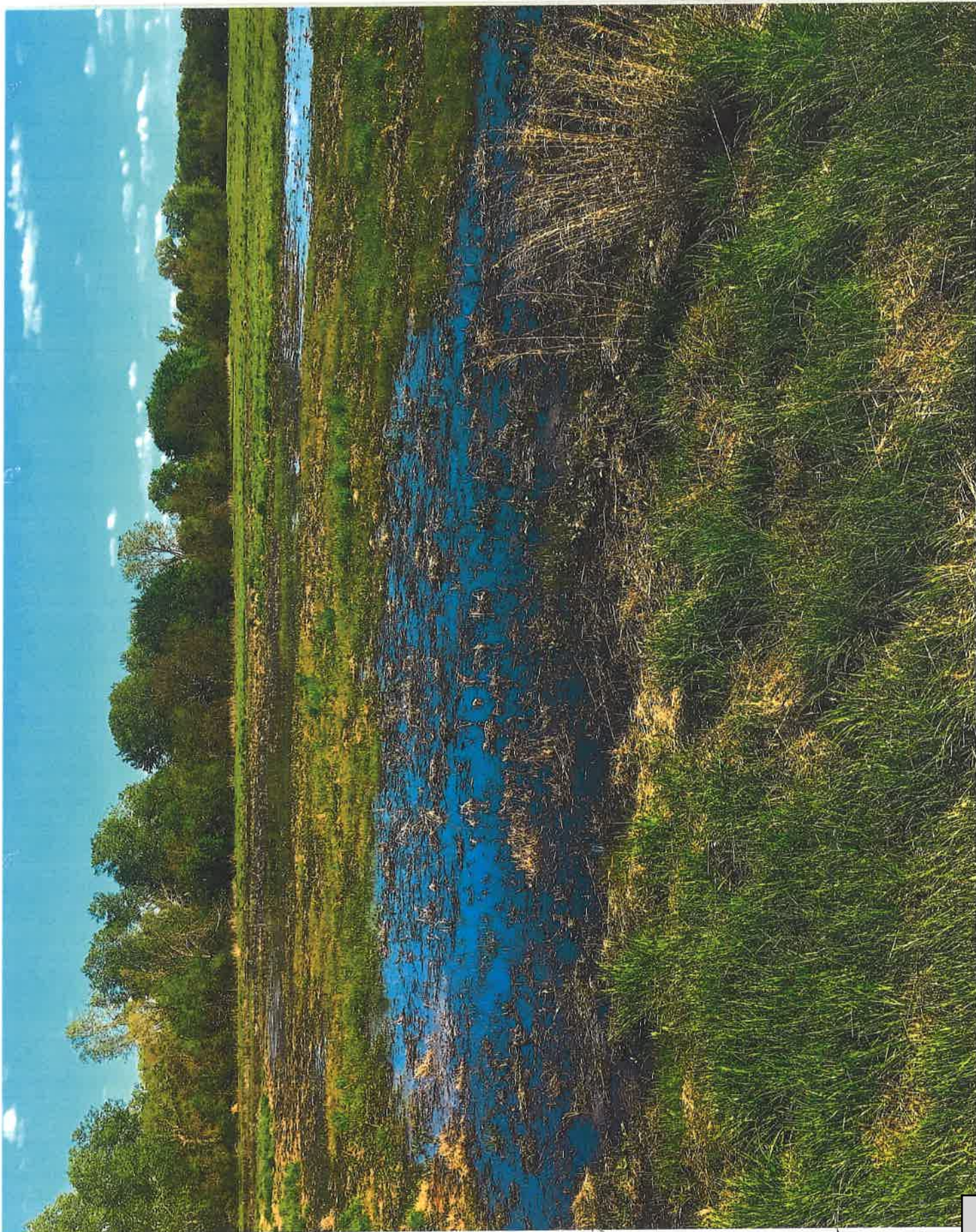
DEB:

Enclosures

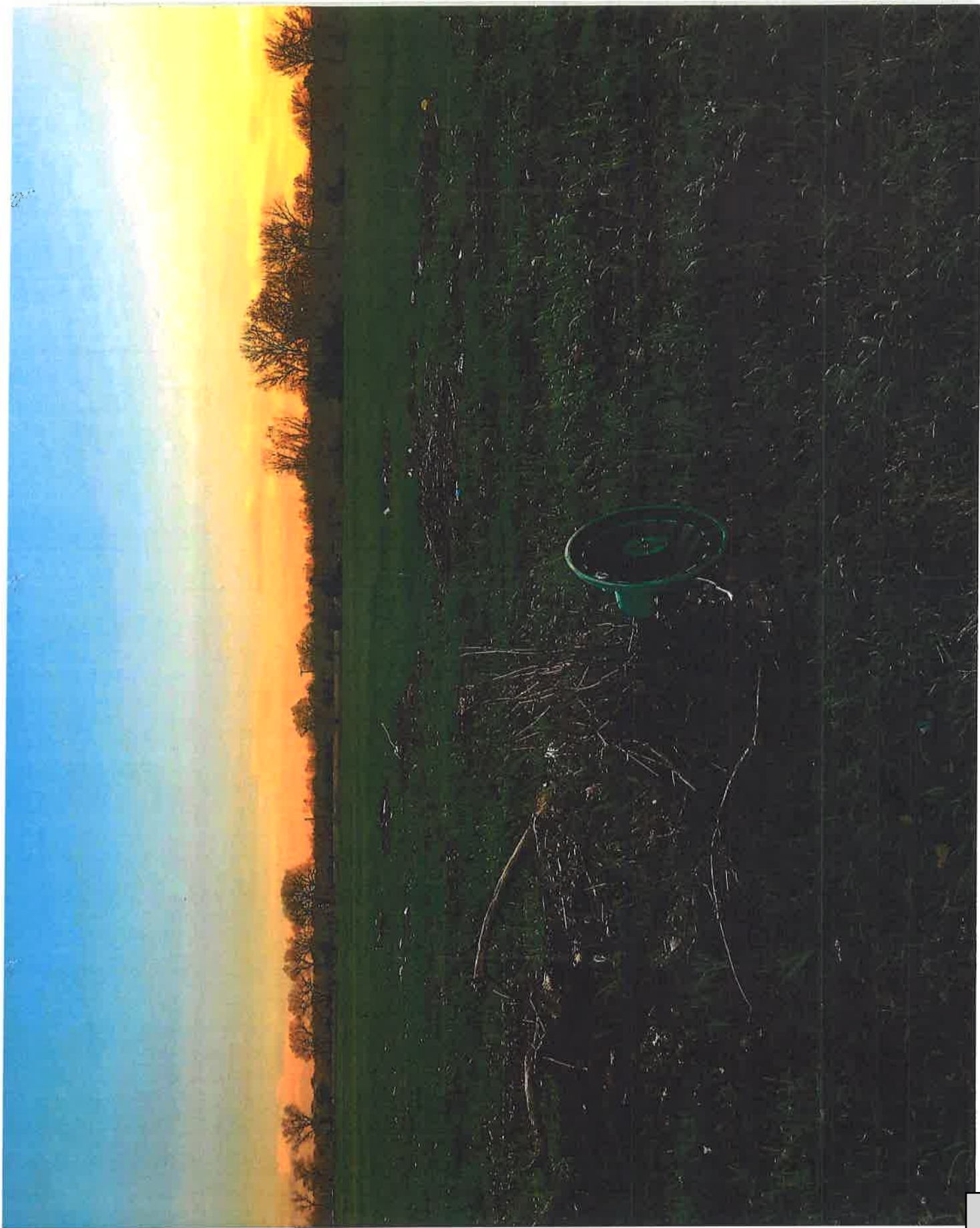
cc: Kevin and Sonja Potts
T. Scott Spradling, Esq.
Rick L. Warren



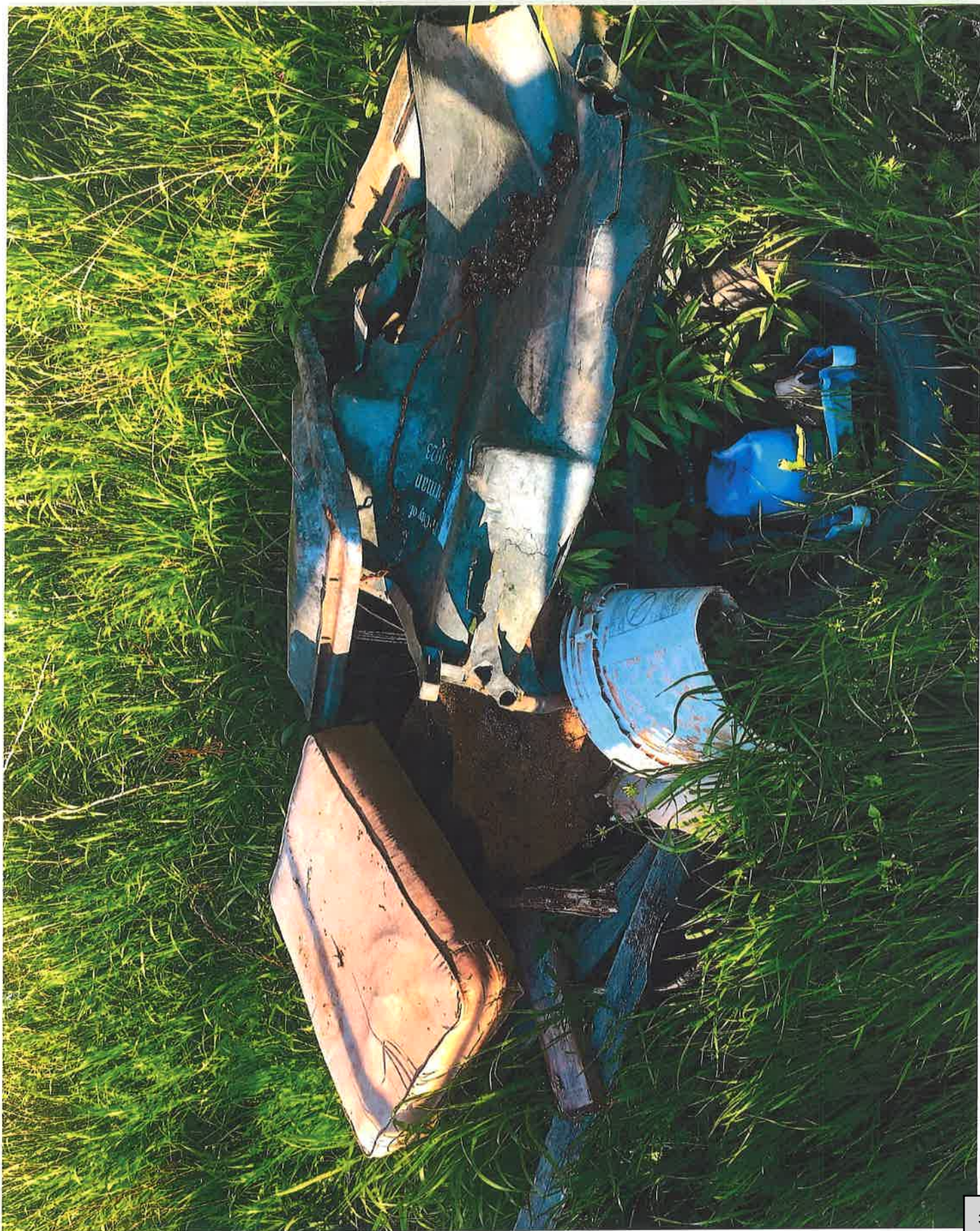


















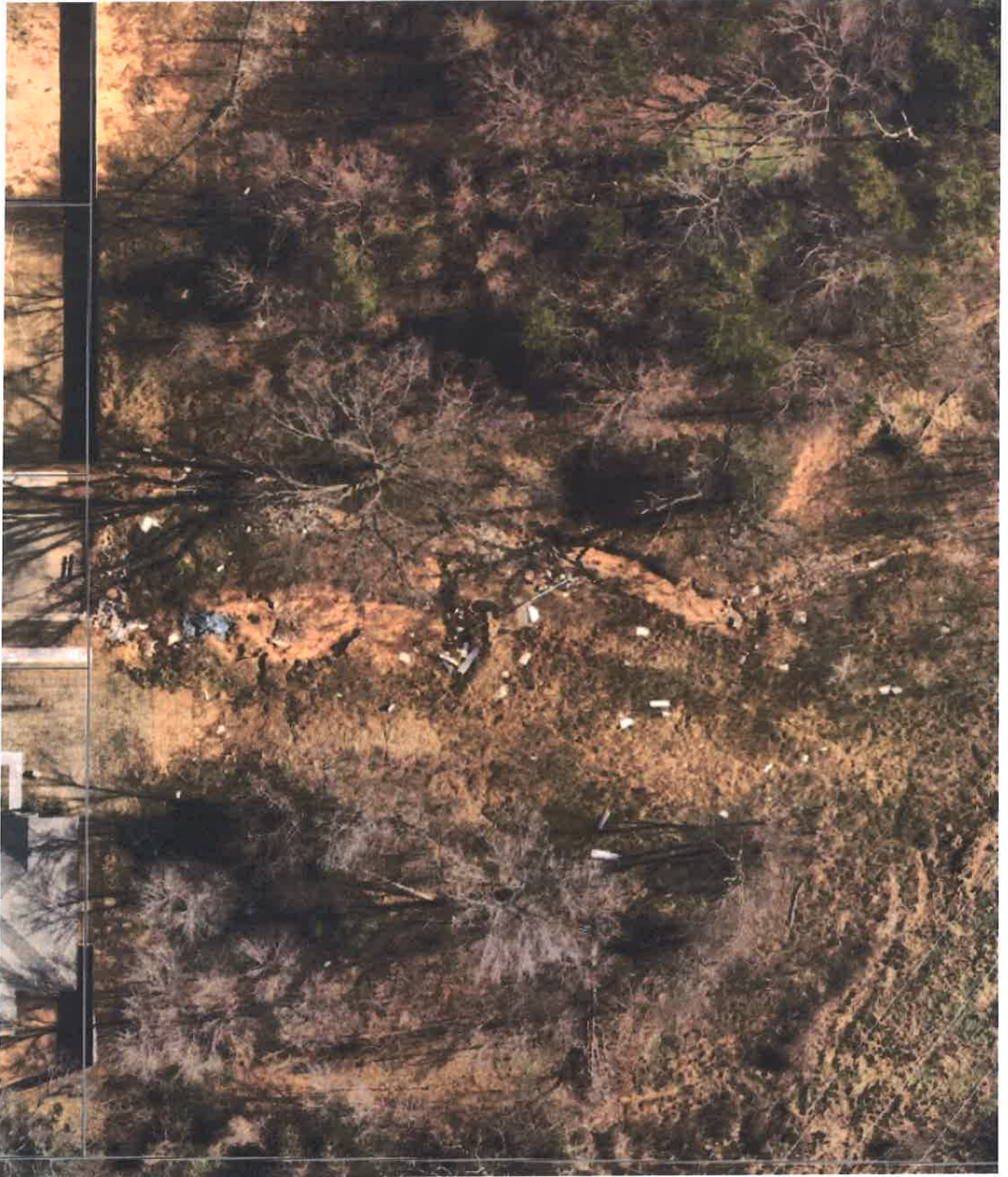












May 9, 2021

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 Wilson

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21-JW

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-ZW

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.

sup (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.

Dwight P. Van Horn
Notary Public
NOTARY PUBLIC
STATE OF OKLAHOMA
My Comm. Expires 12/31/2017

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

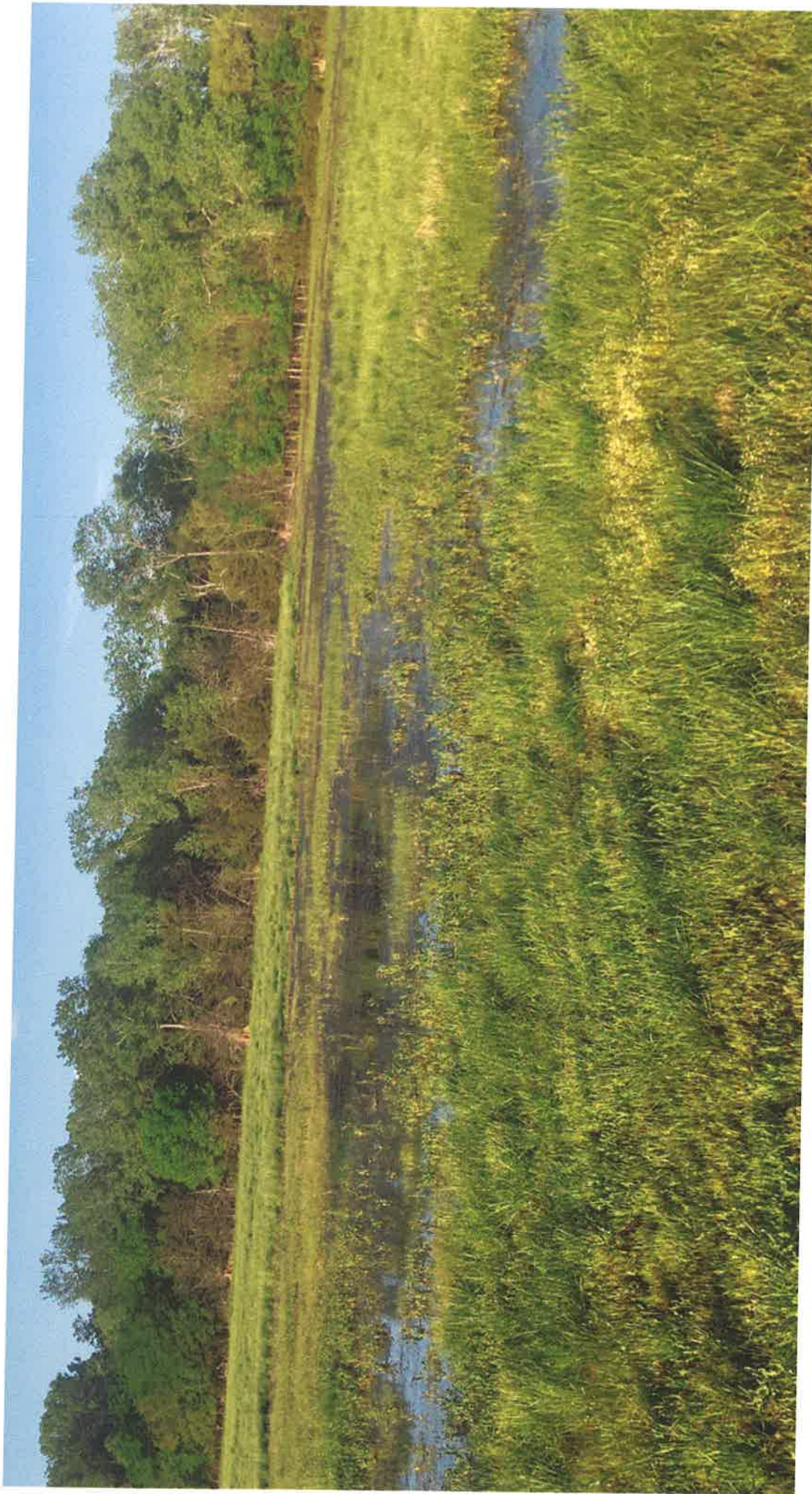
FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21 - 2W

Photo #1



Item 21.

Photo #2



Item 21.

**MEMORANDUM OF TRUST
THE JOHN D. POTTS LIVING TRUST
DATED JULY 18, 2016**

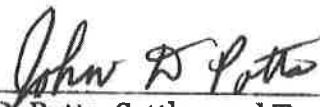
KNOW ALL MEN BY THESE PRESENTS:

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

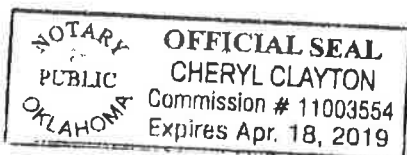
STATE OF OKLAHOMA)
) ss:
 COUNTY OF CLEVELAND)

The foregoing was acknowledged before me this 18th day of July, 2016, by John D. Potts, Settlor and Trustee.

My Commission expires:



 Notary Public



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 JOHN POTTS, Settlor and
 Co-Trustee


 SONJA ANNETTE POTTS, Co-Trustee

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

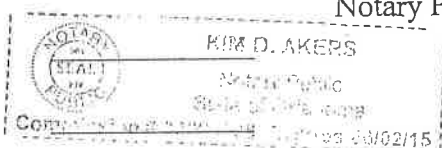
BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared KEVIN JOHN POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as the Settlor and as a Co-Trustee, and acknowledged to me that he executed the same for the purposes 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:
 (S E A L)



STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

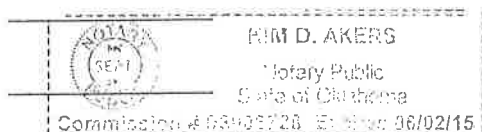
BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared SONJA ANNETTE POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as a Co-Trustee, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

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Kim D. Akers
 Notary Public

My Commission Expires:

My Commission Number:
 (S E A L)



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.

Sincerely,

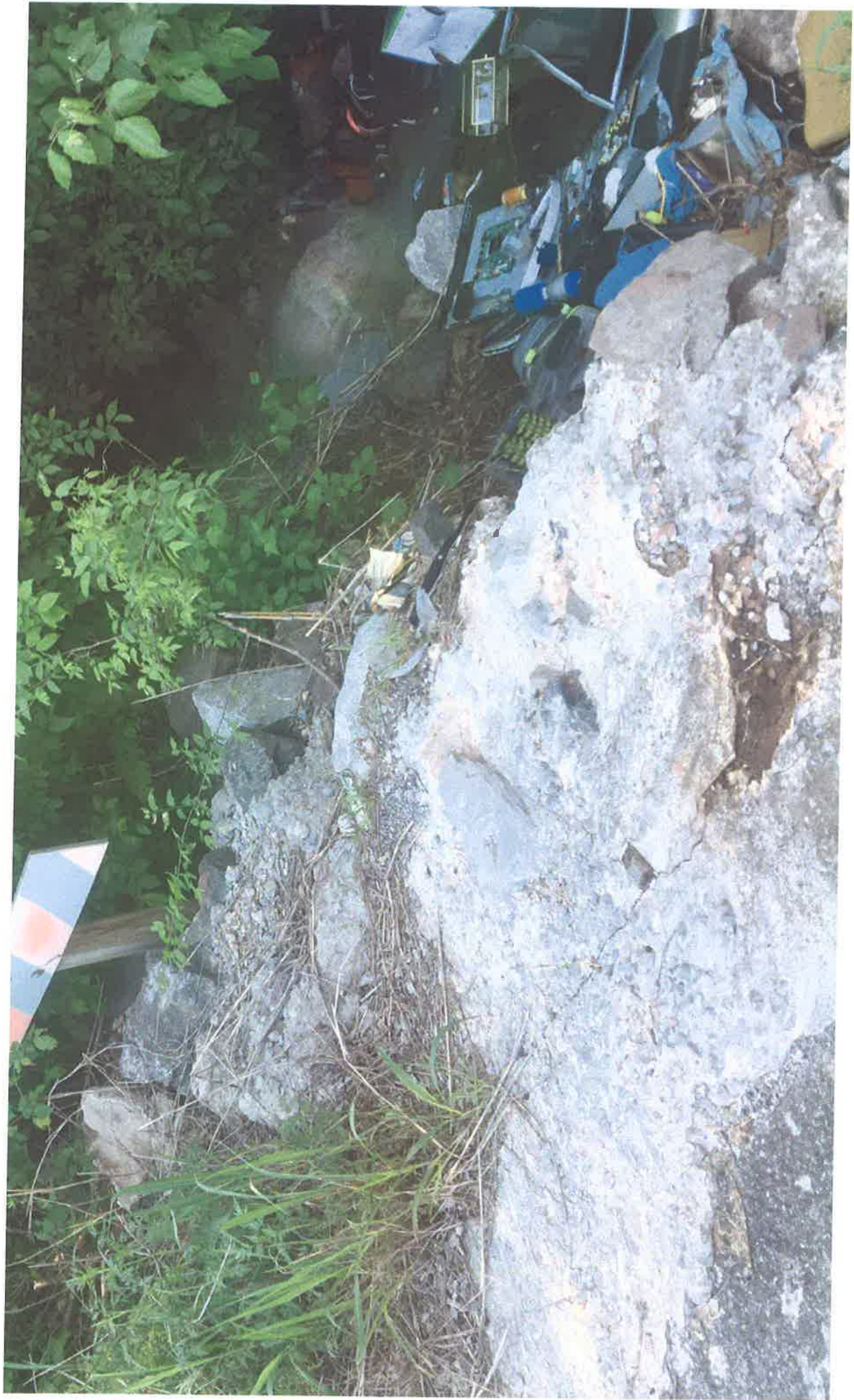


Sonja A. Potts

(405) 613-8304

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21 - RLW

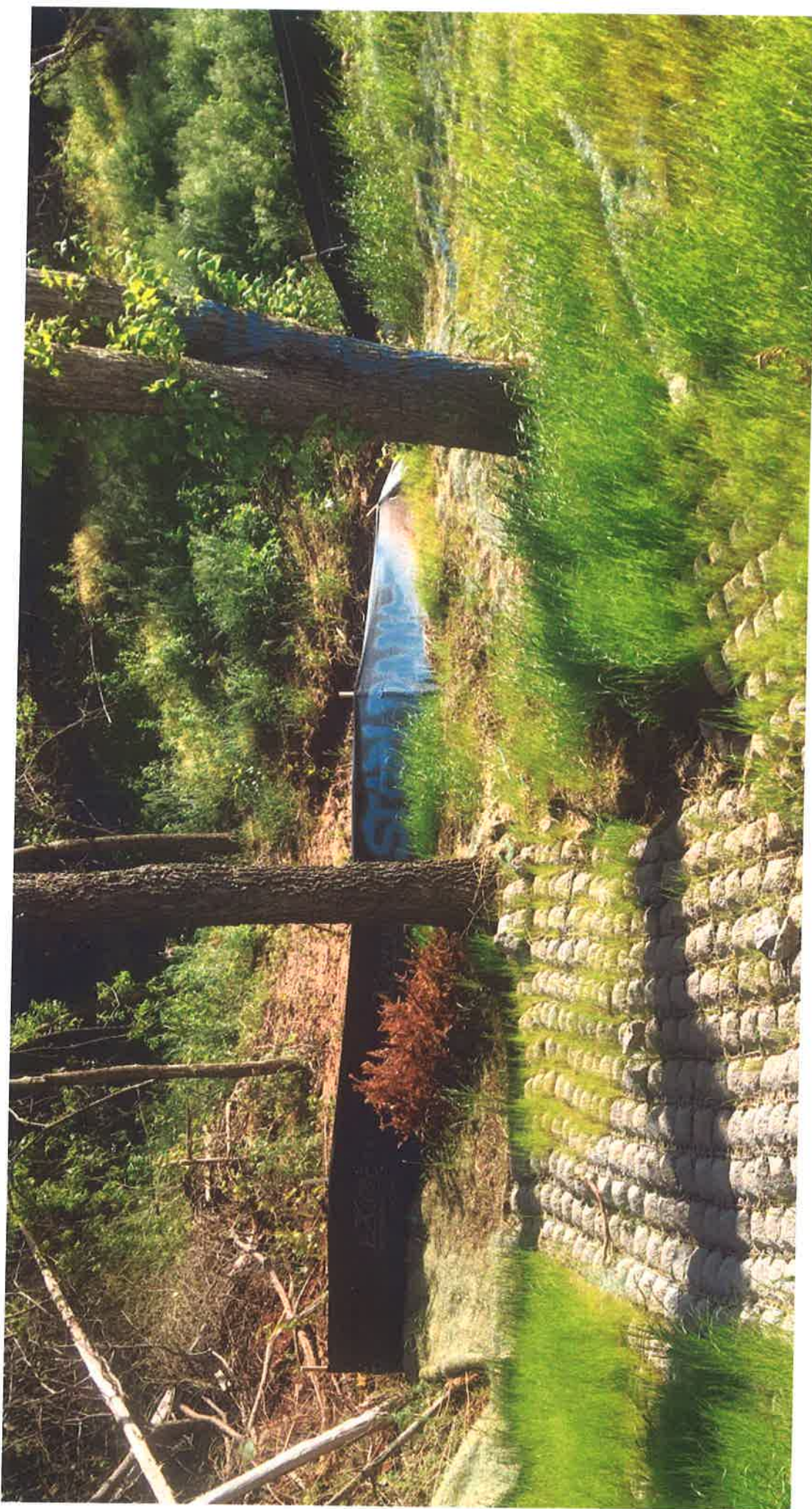
Photo #1



Item 21.



Photo #2



ORIGINAL PLACED IN
WILL VAULT AT
HARTZOG CONGER CASON & NEVILLE

MEMORANDUM OF TRUST

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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."

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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."

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 KEVIN JOHN POTTS, Settlor and
 Co-Trustee


 SONJA ANNETTE POTTS, Co-Trustee

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

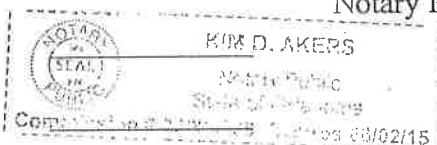
BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared KEVIN JOHN POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as the Settlor and as a Co-Trustee, and acknowledged to me that he executed the same for the purposes 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:
(S E A L)

[illegible]

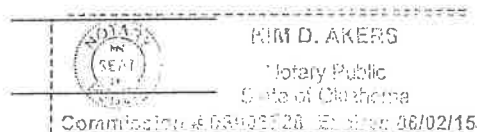
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GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of December, 2013.

Kim D. Ackers
Notary Public

My Commission Expires:

My Commission Number:
(S E A L)



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 Elts, 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,



Signature – **President**



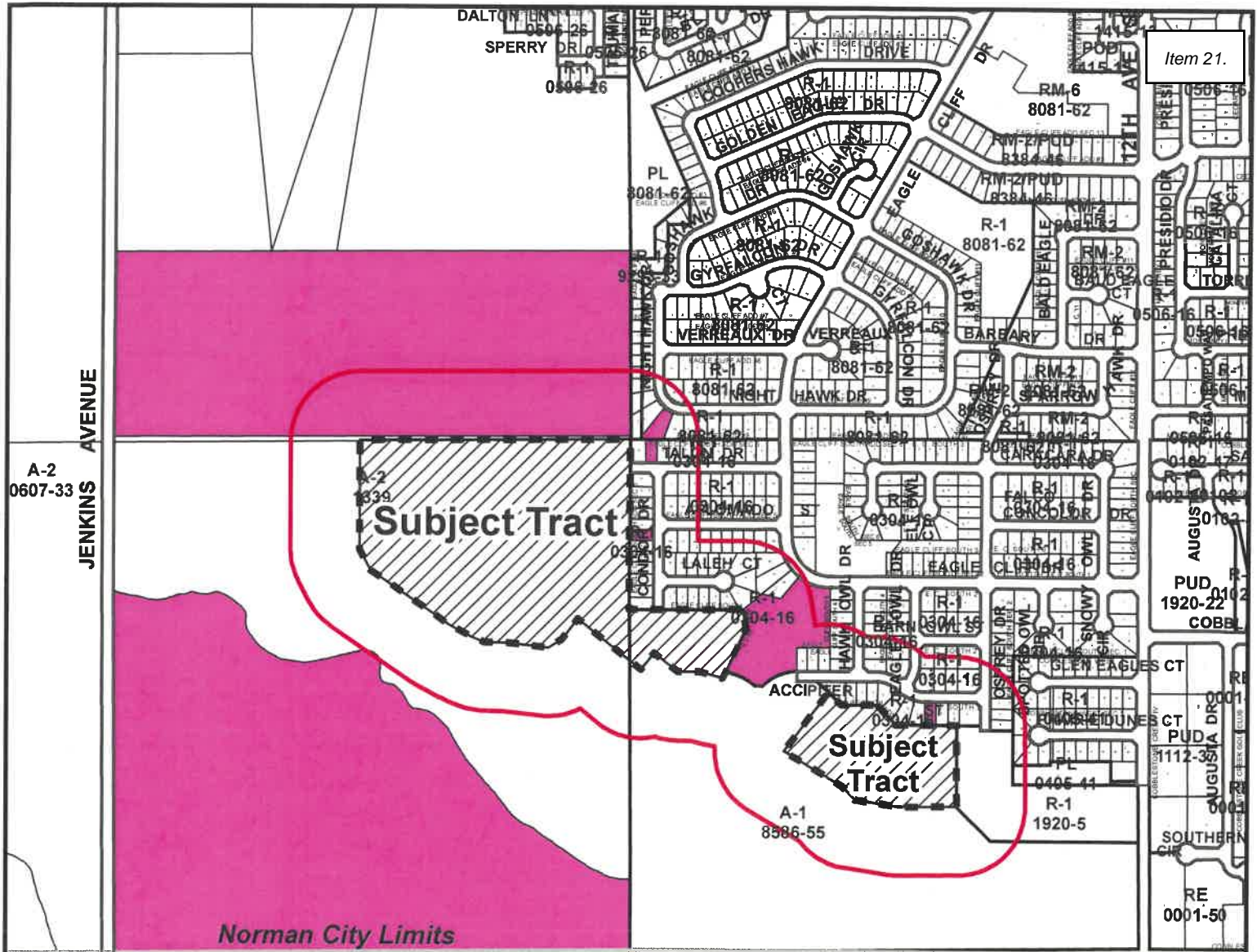
Signature – **Secretary**

Derek Rosendahl

Printed Name – **President**

Carson Herman

Printed Name – **Secretary**



Protest Map

CORRECTED AUGUST 9, 2021

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.



0 400 800 Feet

August 9, 2021

-  Subject Tract
-  Notification Area
-  Protest

File Attachments for Item:

22. 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.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/13/2021

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 RECOMMENDATIONS:

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:

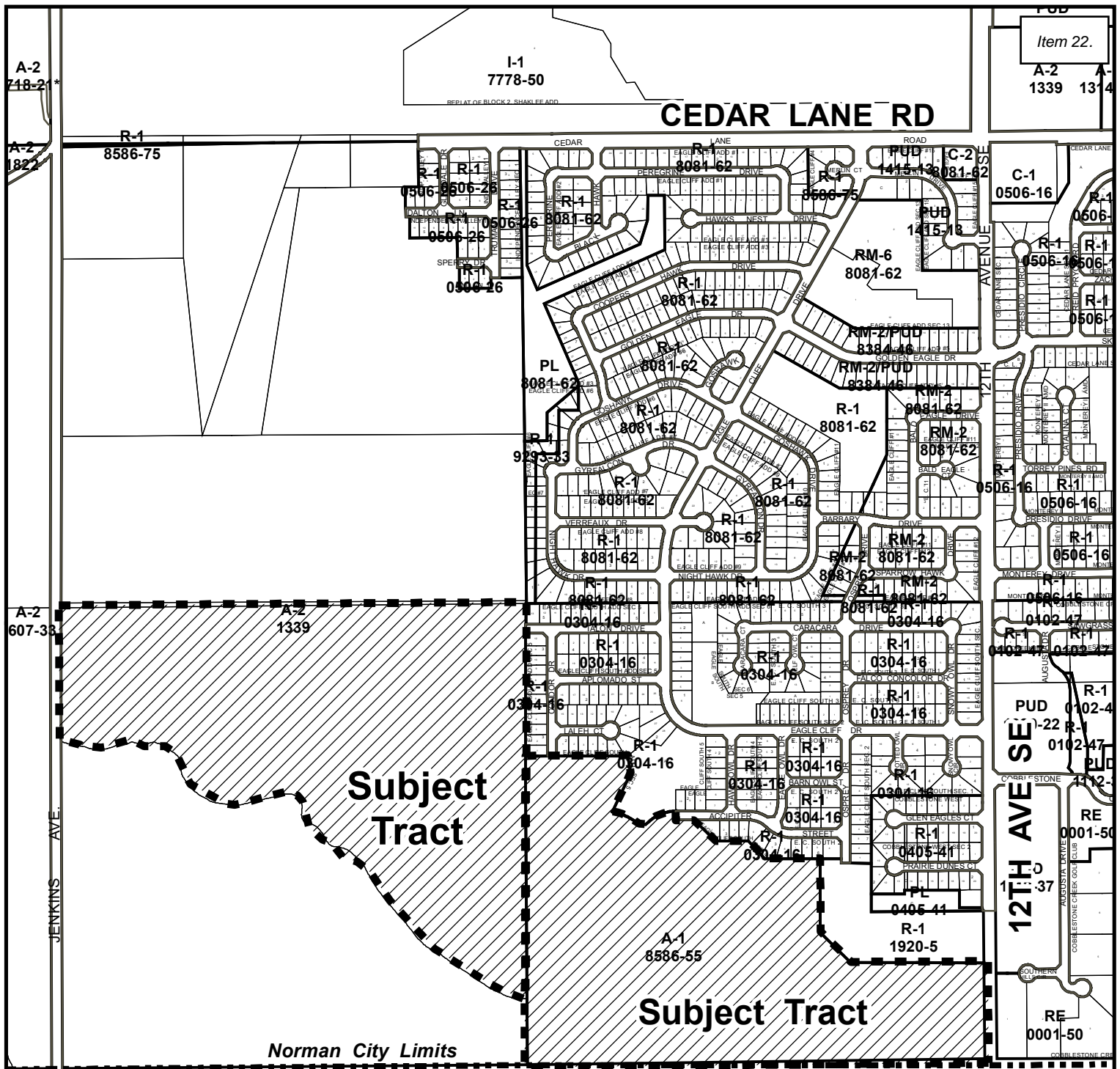
1. Easements. All required easements will be dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way will be dedicated to the City on the final plat.

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.

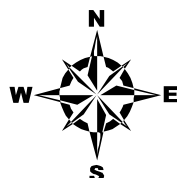
ACTION TAKEN: _____



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.



April 6, 2021

0 400 800 Ft.



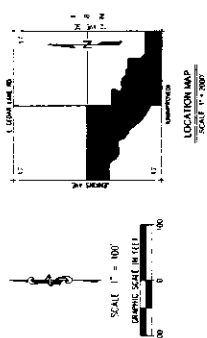
Subject Tract



Zoning

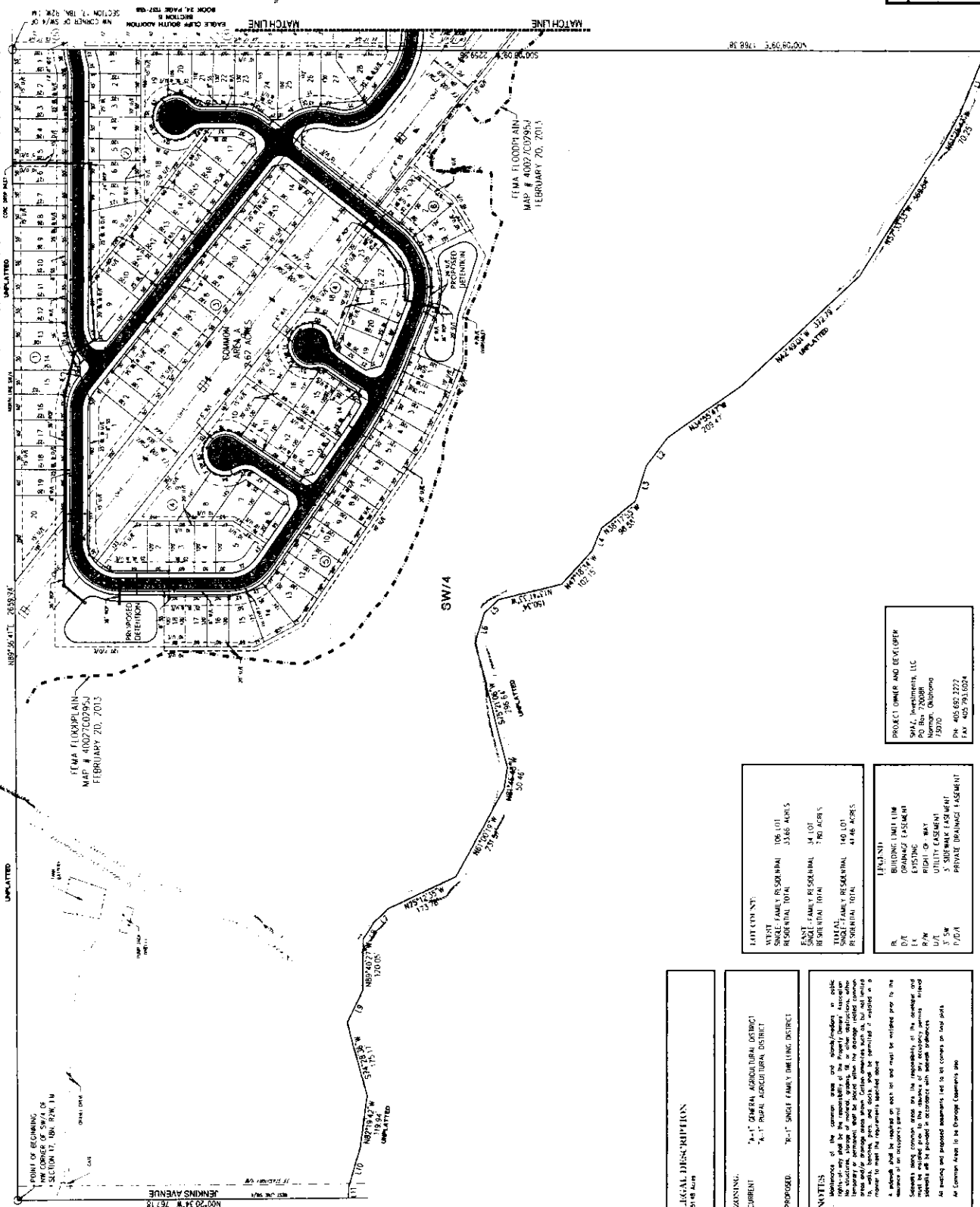
456

PRELIMINARY PLAT
OF
**EAGLE CLIFF
WEST**
A PART OF THE S/2 OF SECTION 17,
T8N, R2W, 1M,
NORMAN, CLEVELAND
COUNTY, OKLAHOMA



LINE TABLE		
LINE #	LENGTH	DIRECTION
11	150.32	N46.8° W 51°
12	83.01	N53.9° E 54°
13	85.78	N77.4° W 19°
14	50.75	N40.7° E 17°
15	46.65	N40.4° E 33°
16	11.95	N75.5° S 29°
17	46.41	N43.5° E 11°
18	45.24	N57.7° S 59°
19	82.34	N53.3° S 43°
20	93.21	N51.3° S 42°
21	74.31	S58.3° S 70°

Curve #	Length	Radius	Delta	Curve Length	Chord Length
01	1.00	100.00	0.0174533	1.00	99.93
02	3.50	350.00	0.0523599	3.47	346.45
03	6.00	600.00	0.0872665	5.97	593.02
04	6.75	675.00	0.0977917	6.70	666.06
05	10.00	1000.00	0.143347	9.93	983.61
06	15.52	1552.00	0.217407	15.40	1519.58
07	20.00	2000.00	0.286729	19.87	1956.31
08	24.00	2400.00	0.349066	23.82	2339.32
09	28.00	2800.00	0.414203	27.70	2718.81
10	32.00	3200.00	0.471773	31.56	3094.86
11	36.00	3600.00	0.521708	35.40	3467.67
12	40.00	4000.00	0.564019	39.21	3837.36
13	44.00	4400.00	0.608726	43.00	4204.03
14	48.00	4800.00	0.655751	46.77	4567.77
15	52.00	5200.00	0.705013	50.52	4928.57
16	56.00	5600.00	0.756432	54.25	5286.42
17	60.00	6000.00	0.809927	57.96	5641.31
18	64.00	6400.00	0.865416	61.64	6003.23
19	68.00	6800.00	0.922819	65.30	6372.26
20	72.00	7200.00	0.981954	68.94	6748.40



PROJECT OWNER AND DEVELOPER
S&H, Investments, LLC
P.O. Box 72008H
Norman, Oklahoma
75070
PH: 405.682.2222
FAX: 405.793.6024

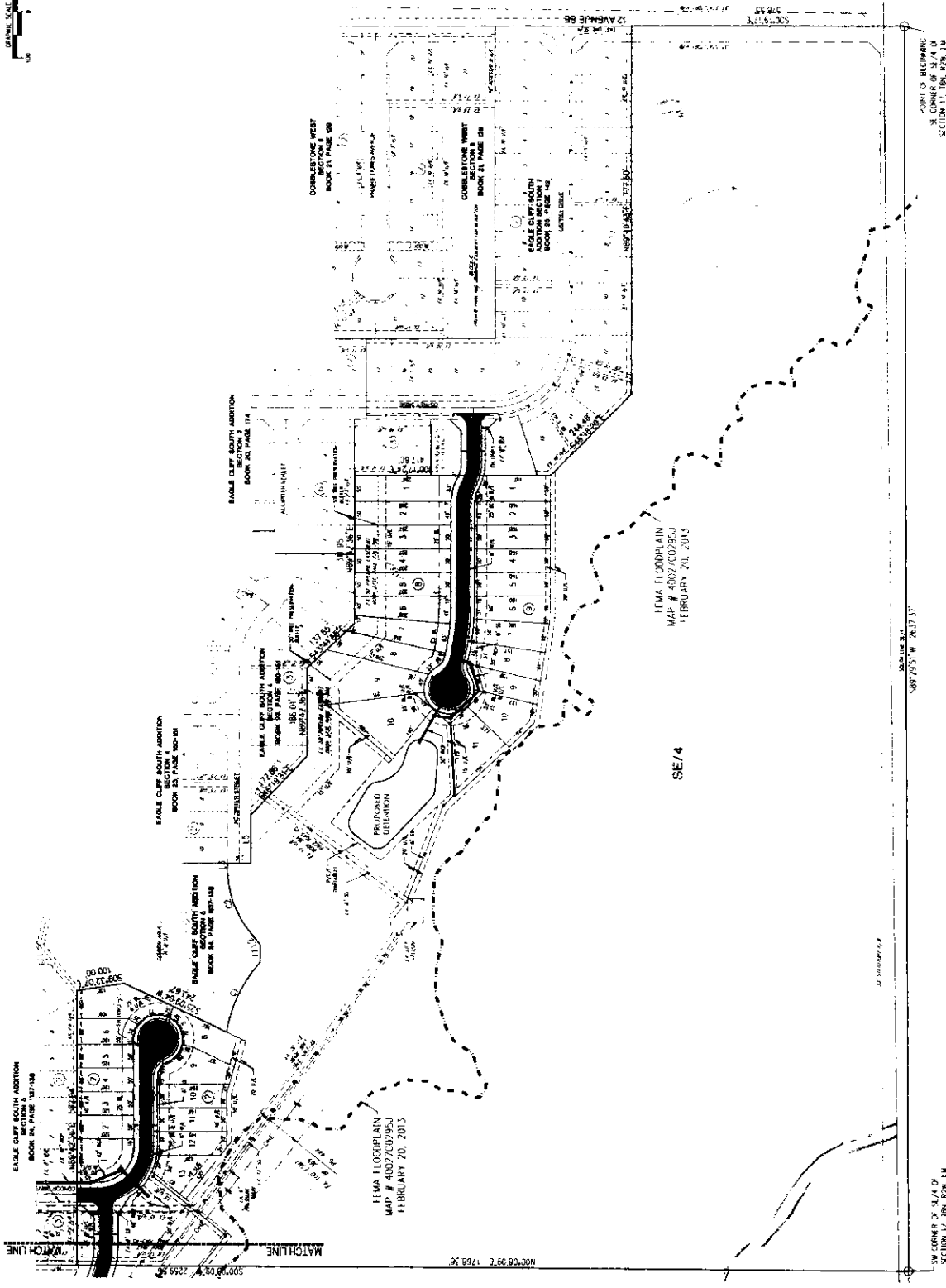
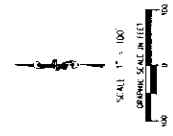
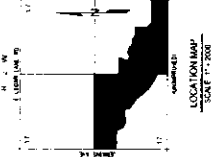
PL	PLANT
D/R	BUILDING LIMIT LINE
EX	DRAINAGE EASEMENT
R/W	EXISTING
W/T	RIGHT-OF-WAY
3" SW	UTILITY EASEMENT
P/D	5' SIDEWALK EASEMENT
	PRIVATE DRAINAGE EASEMENT

[illegible]

PROJECT OWNER AND DEVELOPER
SH&Z Investments, LLC
PO Box 720086
Memphis, Missouri
38112
PH: 405.982.2222
FAX: 405.793.8044

LEGEND
BR: BUILDING LIMIT LINE
DA: DRAINAGE EASEMENT
H: HIGHWAY
U: UTILITY EASEMENT
3: 50' WIDE EASEMENT
P/D: PRIVATE DRAINAGE EASEMENT

**PRELIMINARY PLAT
OF
EAGLE CLIFF
WEST**
A PART OF THE S/2 OF SECTION 17, T8N, R24W, E1M,
NORMAN, CLEVELAND COUNTY, OKLAHOMA



LINE ABUT

LINE #	LENGTH	DIRECTION
1	37.50	S80°00'00"E
2	37.50	S00°00'00"E
3	4.00	S00°00'00"E
4	10.00	S00°00'00"E

CURVE DATA

LINE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
1	37.50	300.00	S00°00'00"E	37.50
2	37.50	300.00	S00°00'00"E	37.50
3	4.00	300.00	S00°00'00"E	4.00
4	10.00	300.00	S00°00'00"E	10.00

NOTES
See sheet 1 of 3

LEGAL DESCRIPTION
See sheet 2 of 3

Crafton Tull
Surveyors
P.O. Box 1000
Tulsa, Oklahoma 74101
Phone: 918.438.1111
Fax: 918.438.1112
Email: info@craftontull.com
Website: www.craftontull.com

Item 22.

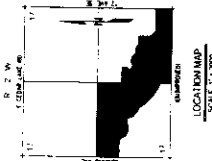
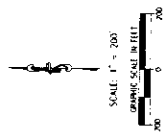
REVISED/AMENDED PRELIMINARY PLAT FOR EAGLE CLIFF WEST ADDITION

OVER ALL VIEW

PROJECT OWNER AND DEVELOPER

S&B Investments, LLC
PO Box 720888
Tomball, TX 77376
PH: 405.622.2222
FAX: 405.793.6024

LEGEND
B/L BUILDING LIMIT LINE
D/E DRAINAGE EASEMENT
EX EXISTING
R/W RIGHT-OF-WAY
U/E UTILITY EASEMENT
COMMON AREA A



PRELIMINARY PLAT

EAGLE CLIFF WEST

A PART OF THE S/2 OF SECTION 17, T8N, R2W, 14E,
NORMAN, CLEVELAND COUNTY, OKLAHOMA

LEGAL DESCRIPTION

A tract of land located within a portion of the Southwest Quarter (SW 1/4) of Section 17, Township 8 North, Range 2 West, 14th E. of the Lone Star Meridian (LST M), Cleveland County, Oklahoma, more particularly described as follows:

West Portion

A tract of land situated within a portion of the Southwest Quarter (SW 1/4) of Section 17, Township 8 North, Range 2 West, 14th E. of the Lone Star Meridian (LST M), Cleveland County, Oklahoma, more particularly described as follows:

Beginning at the Northwest corner of said SW 1/4, thence

N89°56'47"E, along the West line of said SW 1/4, a distance of 265.63 feet to the

N07°08'59"W, along the East line of said SW 1/4, a distance of 229.56 feet, thence

N07°08'59"W, a distance of 156.37 feet, thence

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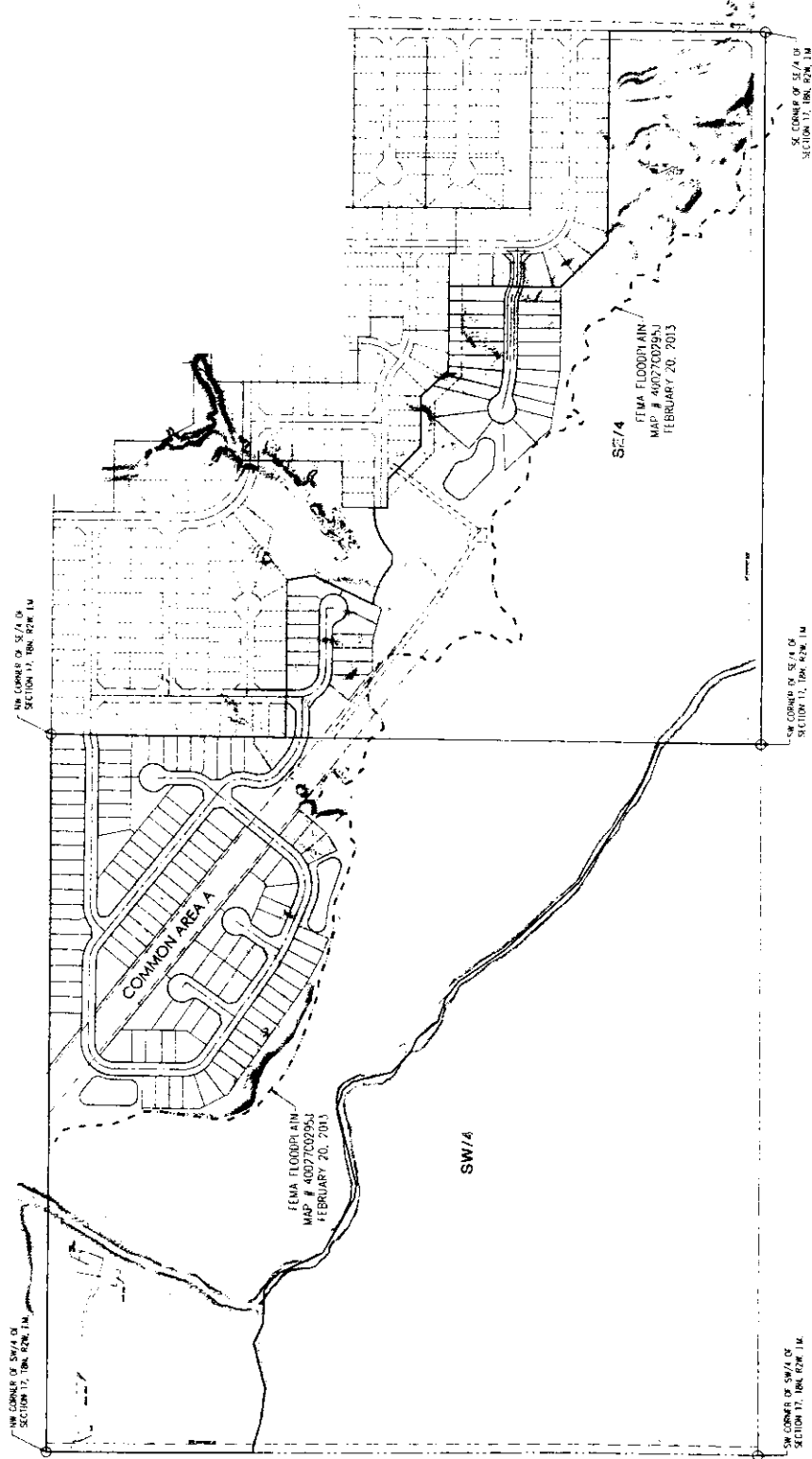
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SW CORNER OF SW 1/4 OF
SECTION 17, T8N, R2W, 14E

SW CORNER OF SW 1/4 OF
SECTION 17, T8N, R2W, 14E

SW 1/4
FEMA FLOODPLAIN
MAP # 4007C0295J
FEBRUARY 20, 2013

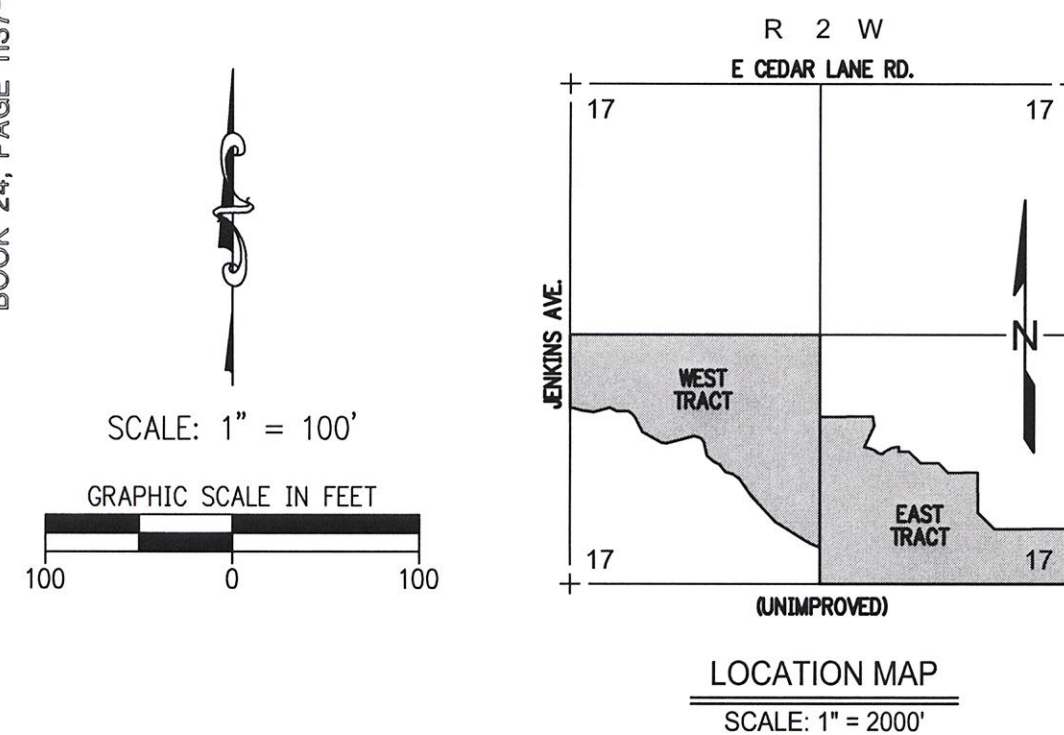
PRELIMINARY PLAT
EAGLE CLIFF WEST

Crafton Tull

Sheet No. 5 of 3
DATE 05/26/2013
PROJECT NO. 71605

Item 22.

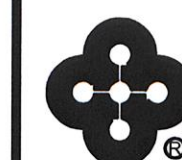
PRELIMINARY PLAT
OF
**EAGLE CLIFF
WEST**
A PART OF THE S/2 OF SECTION 17,
T8N, R2W, I.M.
NORMAN, CLEVELAND
COUNTY, OKLAHOMA



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'

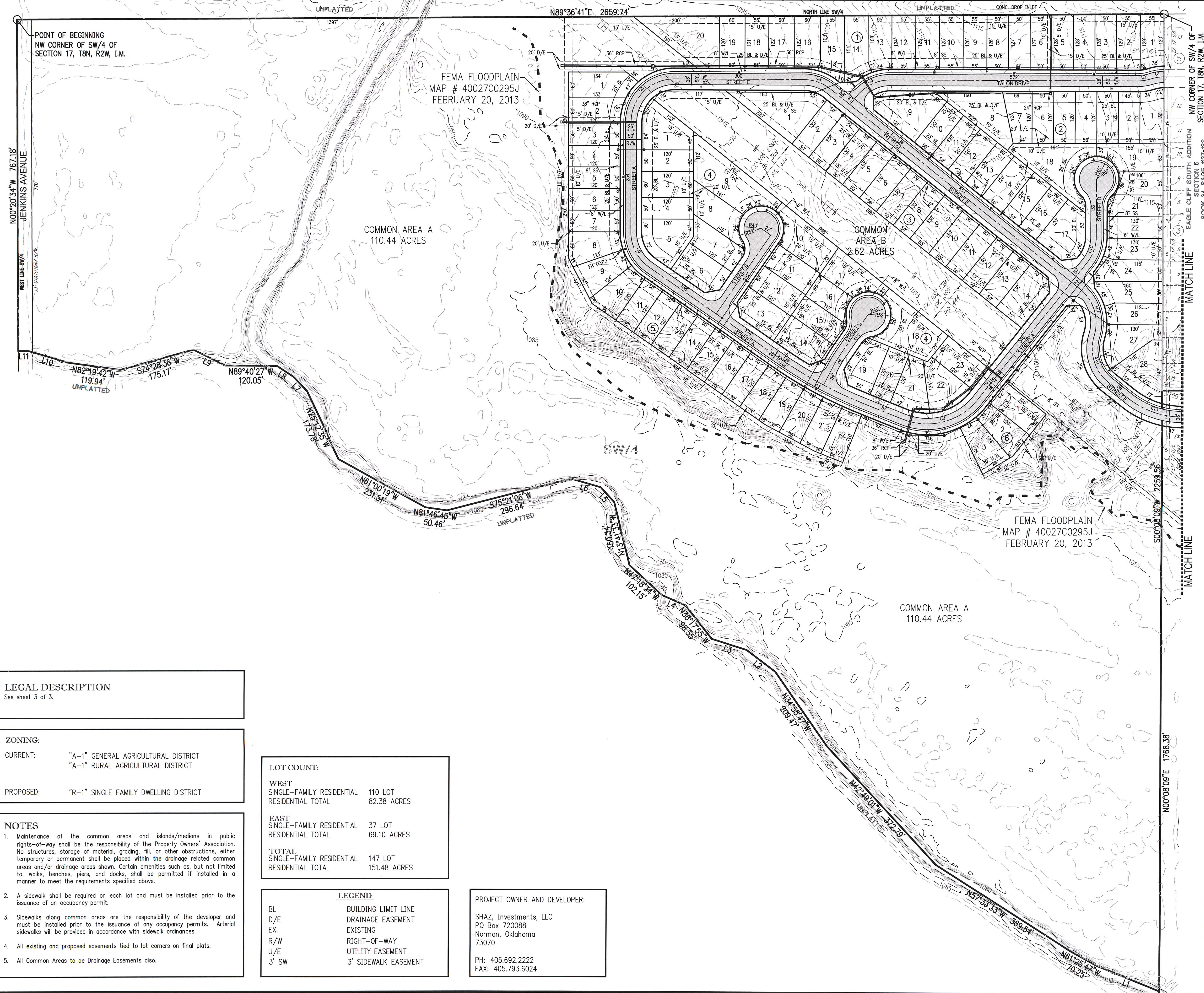
PRELIMINARY PLAT
EAGLE CLIFF WEST



Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6276
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
C.A. 973 (P.O.) EXPIRES 6/30/2022

SHEET NO.: 1 of 3
DATE: 04/30/21
PROJECT NO.: 21605200



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

- 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.
- A sidewalk shall be required on each lot and must be installed prior to the issuance of an occupancy permit.
- 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.
- All existing and proposed easements tied to lot corners on final plats.
- 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

PROJECT OWNER AND DEVELOPER:

SHAZ Investments, LLC
PO Box 720088
Norman, Oklahoma
73070

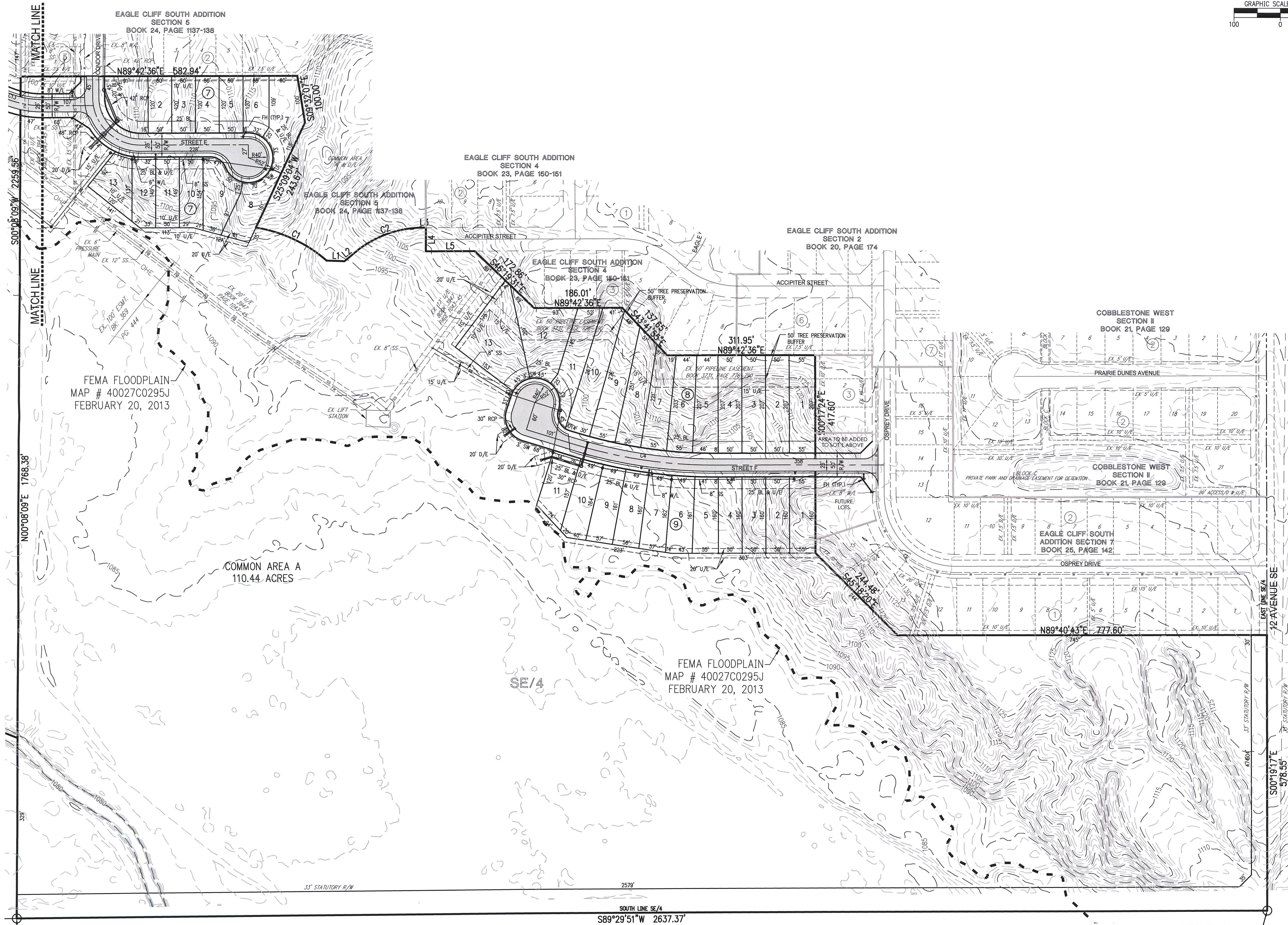
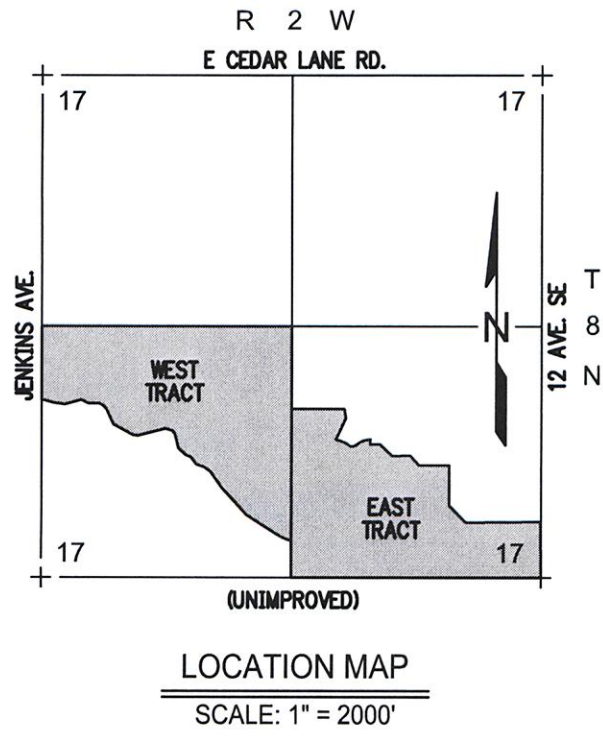
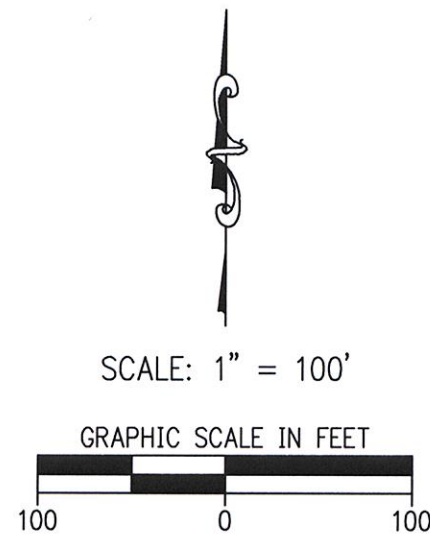
PH: 405.692.2222
FAX: 405.793.6024

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



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.
Tulsa, Oklahoma 74309

Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6276 f
www.craftontull.com

SHEET NO.: 2 of 3
DATE: 04/30/21
PROJECT NO.: 21605200

CERTIFICATE OF AUTHORIZATION
L.S. 170 (PLS) 00000 000000

APR 28 2021

PROJECT OWNER AND DEVELOPER:

SHAZ Investments, LLC
PO Box 720088
Norman, Oklahoma
73070

PH: 405.692.2222
FAX: 405.793.6024

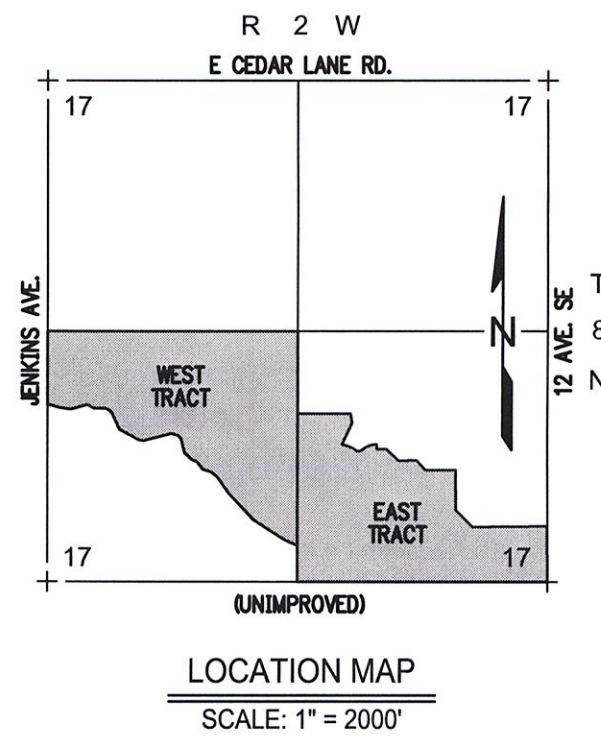
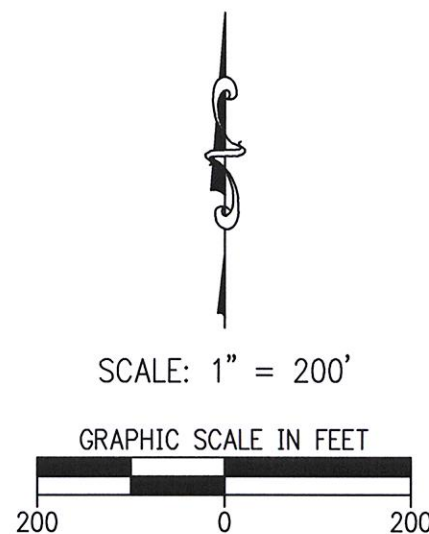
LEGEND

BL BUILDING LIMIT LINE
D/E DRAINAGE EASEMENT
EX. EXISTING
R/W RIGHT-OF-WAY
U/E UTILITY EASEMENT

COMMON AREA A
COMMON AREA B

PRELIMINARY PLAT
OF
EAGLE CLIFF
WEST

A PART OF THE S/2 OF SECTION 17, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



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
N43°12'35"W a distance of 173.78 feet; thence
N43°12'35"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
N52°18'42"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.
Tulsa, Oklahoma 73099



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SHEET NO.: 3 of 3
DATE: 04/30/21
PROJECT NO.: 21605200

CERTIFICATE OF AUTHORIZATION:
CA 973 (P.L.S.) EXPIRES 6/30/2022



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 19-410.0 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 Elts, 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:

23. 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.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/10/2021

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. Varena 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 25th day of July, 2021
~~2019~~

Novella Joan Dewees
Notary Public

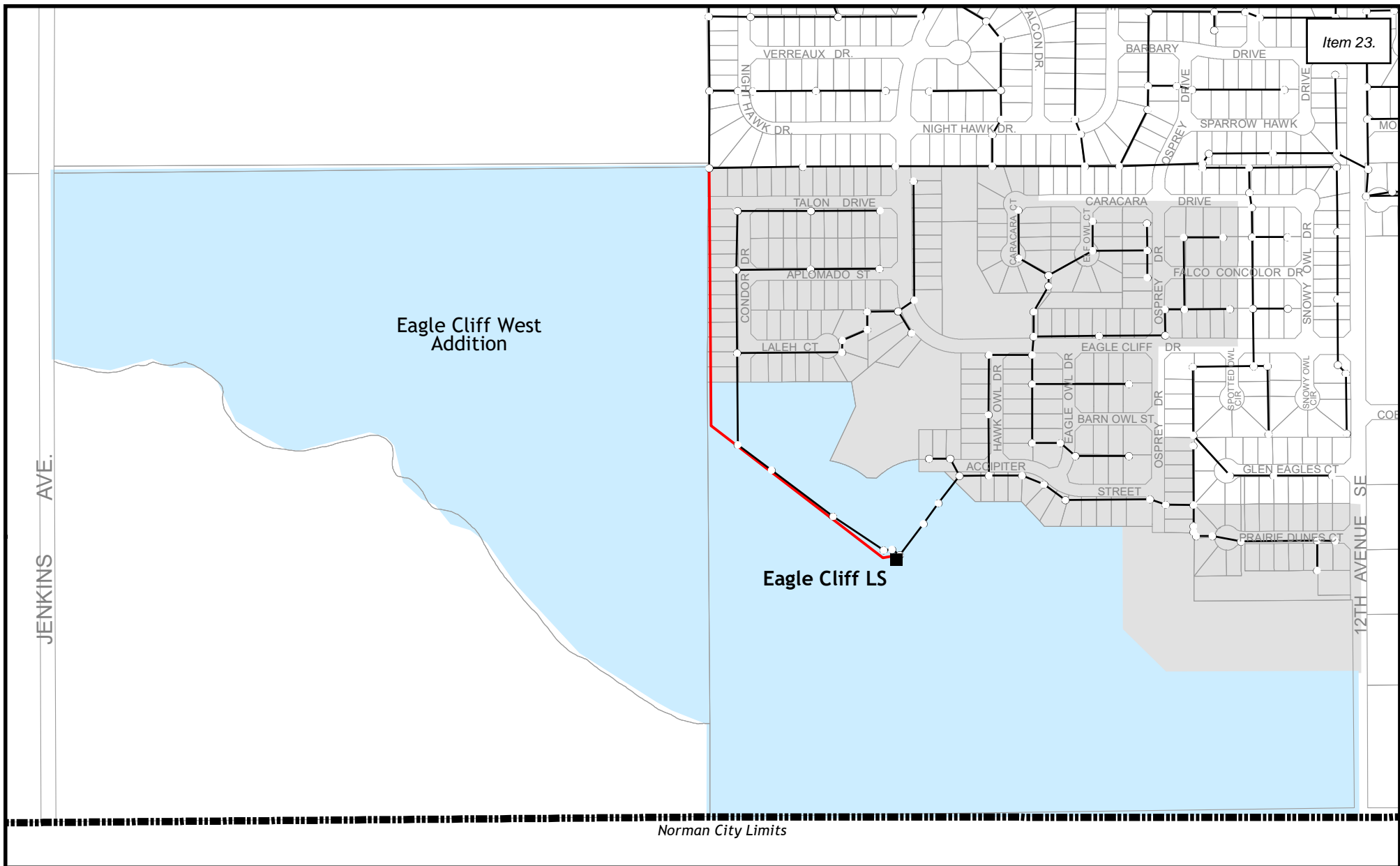
My Commission Expires:

June 3, 2025



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	Cobblestone	Eagle Cliff 7	Eagle Cliff West		
	<u>Lots</u>	<u>Lots</u>	<u>Lots</u>	<u>Lots</u>		<u>Total</u>
	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.						
	<u>GPM</u>	<u>TDH</u>	<u>Efficiency</u>	<u>HP</u>		
	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))						
	<u>ADF</u>	<u>Pumping Capacity</u>	<u>Pumping Hours/day</u>			
	127,181	200	10.60			
2. kilowatt-hours (kWh) = (HP) x 0.746 x (pump time in hours per day) x 365						
	<u>HP</u>	<u>Pumping Hours/Day</u>	<u>Kwh Per Day</u>	<u>Kwh Per Year</u>		
	4.00	10.60	31.63	11,543		
3. Annual Electrical Cost = kWh per year x \$0.08 kWh						
	<u>Kwh Per Year</u>	<u>Cost per Kwh</u>	<u>Cost per Year</u>			
	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						
	<u>Lift Station Cost</u>	<u>Force Main Length</u>	<u>Force Main Per Foot</u>	<u>Force Main Cost</u>	<u>Total Cost</u>	<u>Annual Cost</u>
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						
	<u>Electrical Cost</u>	<u>OM&R Cost</u>	<u>Total Annual Cost</u>	<u>Total Monthly Cost</u>		
	\$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.						
	<u>Total Annual Monthly Cost</u>	<u>Monthly Cost Per Person</u>	<u>Monthly Cost Per Household</u>			
	\$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.



July 2, 2021



- Eagle Cliff Lift Station
- SS Gravity Main
- Eagle Cliff Force Main
- Existing Eagle Cliff LS Area
- Eagle Cliff West Addition
- Parcel Boundary
- City Boundary

File Attachments for Item:

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2122-11 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 8-504 OF THE CITY CODE TO ADD AN EXEMPTION FROM THE TRANSIENT GUEST ROOM TAX ORDINANCE FOR TRIBAL NATIONS AND CLARIFYING THAT EXEMPTIONS SHOULD ONLY BE GRANTED IF EXEMPTED ENTITY IS PAYING FOR THE GUEST ROOM; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/27/2021

REQUESTER: Kathryn Walker

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2122-11: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 8-504 OF THE CITY CODE TO ADD AN EXEMPTION FROM THE TRANSIENT GUEST ROOM TAX ORDINANCE FOR TRIBAL NATIONS AND CLARIFYING THAT EXEMPTIONS SHOULD ONLY BE GRANTED IF EXEMPTED ENTITY IS PAYING FOR THE GUEST ROOM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The Transient Guest Room Sales Tax Ordinance (City Code, Section 8-501, et. Seq.) was first adopted in 1980 to provide for a tax upon the gross proceeds derived from the rent for every occupancy of a room or rooms in a hotel in Norman. Proceeds from the Room Tax, with a current rate of five percent (5%) of the gross hotel rent, are to be used “exclusively for the purpose of encouraging, promoting, and fostering the convention and tourism development of the City of Norman.... Uses in park development and in promotion of arts and humanities are thus contemplated.”

Certain entities have been exempted from the inception of the ordinance – permanent Norman residents, the U.S. government or any agency thereof, the State of Oklahoma or any political subdivision thereof, and organizations operated exclusively for religious, charitable, philanthropic or educational purposes; provided the primary purpose is not carrying on a trade or business for profit.

Recently, an event was conducted on behalf of one of the tribal nations in Oklahoma. Tribal nations have not typically been treated as exempt from the Transient Guest Room Sales Tax because they are neither an agency of the U.S. government or a political subdivision of the State of Oklahoma. Council has received a request from the tribal nation to consider updating the Ordinance to exempt tribal nations. Council has expressed support for such an amendment.

DISCUSSION:

Ordinance O-2122-11 creates such an exemption. It also adds language to limit exemptions to when the various exempted agencies are paying for the guest room. Hotels and similar establishments are charged with collecting and remitting the tax to the City. Sometimes they have struggled to enforce the exemptions. Adding language to apply the exemption when the exempted agency is paying for the guest room will make it simpler to determine whether the exemption applies. This makes it much easier for the hotels to enforce the Ordinance. The negative impact on Room Tax revenues from this proposed exemption has not been determined.

RECOMMENDATION:

Staff recommends approval of Ordinance O-2122-11 upon Second and Final Reading.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 8-504 OF THE CITY CODE TO ADD AN EXEMPTION FROM THE TRANSIENT GUEST ROOM TAX ORDINANCE FOR TRIBAL NATIONS AND CLARIFYING THAT EXEMPTIONS SHOULD ONLY BE GRANTED IF EXEMPTED ENTITY IS PAYING FOR THE GUEST ROOM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, Section 8-504 of the Norman City Code shall be amended to read as follows:

Sec. 8-504. – Exemptions.

The following shall be exempt from the tax levied in this article:

- (1) Permanent residents;
- (2) The United States Government or any agency or division thereof when paid directly by the United States Government;
- (3) The State of Oklahoma or any political subdivision thereof when paid directly by the State of Oklahoma or any political subdivision;
- (4) Any organization, corporation or association organized and operated exclusively for religious, charitable, philanthropic or educational purposes; provided that its primary purpose is not carrying on a trade or business for profit when paid directly by such organization, corporation or association;
- (5) Any tribal nation or agency thereof when paid directly by the tribal nation.

§ 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.

[Remainder of this page left blank intentionally]

ADOPTED this _____ day
of _____, 2021.

(Mayor)

ATTEST:

(City Clerk)

NOT ADOPTED this _____ day
of _____, 2021.

(Mayor)

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 8-504 OF THE CITY CODE TO ADD AN EXEMPTION FROM THE TRANSIENT GUEST ROOM TAX ORDINANCE FOR TRIBAL NATIONS AND CLARIFYING THAT EXEMPTIONS SHOULD ONLY BE GRANTED IF EXEMPTED ENTITY IS PAYING FOR THE GUEST ROOM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, Section 8-504 of the Norman City Code shall be amended to read as follows:

Sec. 8-504. – Exemptions.

The following shall be exempt from the tax levied in this article:

- (1) Permanent residents;
- (2) The United States Government or any agency or division thereof when paid directly by the United States Government;
- (3) The State of Oklahoma or any political subdivision thereof when paid directly by the State of Oklahoma or any political subdivision;
- (4) Any organization, corporation or association organized and operated exclusively for religious, charitable, philanthropic or educational purposes; provided that its primary purpose is not carrying on a trade or business for profit when paid directly by such organization, corporation or association;
- (5) Any tribal nation or agency thereof when paid directly by the tribal nation.

§ 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.

[Remainder of this page left blank intentionally]

ADOPTED this _____ day
of _____, 2021.

(Mayor)

ATTEST:

(City Clerk)

NOT ADOPTED this _____ day
of _____, 2021.

(Mayor)