



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

**Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, October 12, 2021 at 6:30 PM**

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### **AGENDA**

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

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

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

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **PLEDGE OF ALLEGIANCE**



## APPROVAL OF MINUTES

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

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE  
MINUTES OF MAY 27, 2021

CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 15, 2021

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE  
MINUTES OF JUNE 24, 2021

CITY COUNCIL MINUTES OF SEPTEMBER 28, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF SEPTEMBER 28, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF SEPTEMBER 28, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF SEPTEMBER 28,  
2021

## PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-8: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER, 2021, AS DOMESTIC VIOLENCE AWARENESS MONTH IN THE CITY OF NORMAN.

## COUNCIL ANNOUNCEMENTS

### CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 3 through Item 25 be placed on the consent docket.

### First Reading Ordinance

3. CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT OR AMENDMENT OF ORDINANCE O-2122-8 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE EAST HALF (½) OF LOT TWENTY (20), ALL OF LOTS TWENTY-ONE (21) AND TWENTY-TWO (22), AND THE WEST 8.75 FEET OF LOT TWENTY-THREE (23), IN BLOCK FOUR (4) OF W.B. BIRCHUM'S FIRST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (453 WEST GRAY STREET)

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-9 UPON FIRST READING BY TITLE: - AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE ALL OF LOTS ONE (1), TWO (2) AND THREE (3) OF EAST VILLAGE, A PLANNED UNIT DEVELOPMENT, A REPLAT OF LOTS 29, 30 AND 31 OF BLOCK 1, BOYD VIEW ADDITION NO. 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE SOUTHWEST CORNER OF LINDSEY STREET AND 12TH AVENUE S.E.)
5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-10 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE TRACT 18 OF PECAN HEIGHTS SURVEY, BEING PART OF THE NORTH HALF (N/2) OF SECTION TWENTY-SIX (26), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3766 EAST ROBINSON STREET)
6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-12 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHTEEN (18), TOWNSHIP NINE NORTH (T9N), RANGE TWO WEST (R2W), OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE THE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1/2 MILE SOUTH OF TECUMSEH ROAD ON THE EAST SIDE OF 12<sup>TH</sup> AVENUE N.W. – TRAILWOODS WEST ADDITION)
7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-13 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE PLANNED UNIT DEVELOPMENT ESTABLISHED IN ORDINANCE O-0607-9, TO AMEND THE SITE DEVELOPMENT PLAN AND UPDATE THE AREA REGULATIONS FOR PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ONE-FOURTH MILE WEST OF 36TH AVENUE S.E. AND ONE-FOURTH MILE NORTH OF EAST LINDSEY STREET)

8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-14 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST, OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF REED AVENUE AND APPROXIMATELY 717 FEET SOUTH OF EAST MAIN STREET)
9. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-7 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 22-431.2 (COMMUNICATION FACILITIES) OF ARTICLE XII OF CHAPTER 22 (ZONING ORDINANCE); TO ESTABLISH AND FURTHER DEFINE ADDITIONAL STANDARDS FOR SMALL CELL APPLICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

#### **Request for Payment**

10. CONSIDERATION OF A APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A REQUEST FROM THE NORMAN HOUSING AUTHORITY TO WAIVE THE PAYMENT IN LIEU OF TAXES (PILOT) IN THE AMOUNT OF \$19,402.08 FOR FISCAL YEAR ENDING (FYE) 2021.

#### **Donation**

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

#### **Certificate of Survey**

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-3 FOR CEDAR CREEK RANCH. (LOCATED ON THE EAST SIDE OF 132ND AVENUE S.E. AND APPROXIMATELY ½ MILE SOUTH OF POST OAK ROAD)
13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-5 FOR THE SPORTING CLUB AND EASEMENT E-2122-21. (GENERALLY LOCATED ON THE SOUTH SIDE OF INDIAN HILLS ROAD AND ONE-HALF MILE WEST OF 60TH AVENUE N.W.)

## **Final Plat**

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT OF A REPLAT FOR NORMAN REGIONAL HOSPITAL (NRH) MEDICAL PARK ADDITION, SECTION 2, A PLANNED UNIT DEVELOPMENT, ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN, AND PAYMENT OF A TRAFFIC IMPACT FEE OF \$14,385.61. (LOCATED AT THE SOUTHWEST CORNER OF INTERSTATE DRIVE AND TECUMSEH ROAD.)
15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR PARK HILL ADDITION, SECTION 4, A PLANNED UNIT DEVELOPMENT, ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN, AND DEFERRAL OF PAVING AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH TECUMSEH ROAD WITH A FEE IN THE AMOUNT OF \$20,882.80 FOR THE DEFERRAL OF STREET PAVING AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH TECUMSEH ROAD. (LOCATED AT THE SOUTHEAST CORNER OF 12TH AVENUE N.E. AND TECUMSEH ROAD)
16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR RED SKY RANCH, PHASE 1, A PLANNED UNIT DEVELOPMENT AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN WITH A FEE OF \$40,056.76 FOR THE DEFERRAL OF STREET PAVING AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH 48<sup>TH</sup> AVENUE N.W. (GENERALLY LOCATED SOUTH OF WEST FRANKLIN ROAD ON THE WEST SIDE OF 48TH AVENUE NW)

## **Contracts**

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-124: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MACARTHUR ASSOCIATED CONSULTANTS, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$15,000 FOR A REVISED CONTRACT AMOUNT OF \$302,000 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE GRAY STREET TWO-WAY 2019 BOND PROJECT.
18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$45,000 FOR A REVISED CONTRACT AMOUNT OF \$358,109 FOR THE FYE 2022 SIDEWALK CONCRETE PROJECTS USING FUNDS PREVIOUSLY ALLOCATED FOR SIDEWALKS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. THREE TO CONTRACT K-2021-35 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FLINTCO L.L.C., INCREASING THE CONTRACT AMOUNT BY \$102,609.21 FOR A REVISED CONTRACT AMOUNT OF \$8,890,503.84 AND ADDING 58 CALENDAR DAYS TO THE CONTRACT TO PROVIDE VARIOUS CHANGES TO PROJECT DESIGN FOR THE NORTH BASE COMPLEX PROJECT, PHASE 1.
20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-66: A PUBLIC TRANSIT REVOLVING FUND AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) DISTRIBUTING A MAXIMUM AMOUNT OF FUNDS IN AN AMOUNT NOT-TO-EXCEED \$134,285 IN ONE (1) BILLING PAYABLE ON OR AFTER OCTOBER 1, 2021, SUCH FUNDS TO BE USED FOR ESTABLISHING, EXPANDING, IMPROVING, AND MAINTAINING THE CITY OF NORMAN'S URBAN PUBLIC MASS TRANSPORTATION SERVICES AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A CONTRACT K-2122-67 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DOWNEY CONTRACTING, L.L.C. FOR CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES IN THE AMOUNT OF \$10,000 PLUS A CONSTRUCTION MANAGEMENT FEE EQUAL TO 8 PERCENT OF COST OF CONSTRUCTION FOR THE MISTY LAKE DAM REPAIR AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-68: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARKHILL, SMITH & COOPER, INC., IN THE AMOUNT OF \$22,500 FOR CONSTRUCTION OVERSIGHT SERVICES FOR THE MISTY LAKE DAM REPAIR AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

### **Resolutions**

23. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-44: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, SUPPORTING THE OKLAHOMA DEPARTMENT OF TRANSPORTATION'S PROPOSED MODIFICATIONS TO POSTED SPEED LIMITS ON INTERSTATE 35 THROUGH THE CITY OF NORMAN
24. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-46: APPROVING THE RECOMMENDED VOTING AMENDMENTS TO THE AGREEMENT CREATING THE 9-1-1- ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG).

## NON-CONSENT ITEMS

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-17 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 10-204 TO EXEMPT REGISTERED COMMUNITY RESOURCE REFRIGERATORS; ADDING ARTICLE XXXVI, COMMUNITY RESOURCE REFRIGERATORS, SECTIONS 13-3601 THROUGH 13-3606; ADDING DEFINITIONS, PERMIT REQUIREMENTS, PERMIT APPLICATION PROCEDURES, LOCATION REQUIREMENTS, SAFETY REQUIREMENTS, AND POSTING REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.
26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-20 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.
27. 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.)



28. 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.)
29. 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.
30. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-17 A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SHAZ INVESTMENT GROUP, LLC AUTHORIZING COLLECTION OF A MONTHLY LIFT STATION FEE FROM DEVELOPED LOTS IN THE EAGLE CLIFF WEST DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE EAGLE CLIFF LIFT STATION.

## MISCELLANEOUS COMMENTS

*This is an opportunity for citizens to address City Council. Remarks should be directed to the Council as a whole and limited to three minutes or less.*

## ADJOURNMENT

**File Attachments for Item:**

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

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF MAY 27, 2021

CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 15, 2021

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF JUNE 24, 2021

CITY COUNCIL MINUTES OF SEPTEMBER 28, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF SEPTEMBER 28, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF SEPTEMBER 28, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF SEPTEMBER 28, 2021



## CITY OF NORMAN, OK STAFF REPORT

### Item 1

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**MEETING DATE:** 10/12/2021

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

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

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION  
COMMITTEE MINUTES OF MAY 27, 2021

CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 15, 2021

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION  
COMMITTEE MINUTES OF JUNE 24, 2021

CITY COUNCIL MINUTES OF SEPTEMBER 28, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF SEPTEMBER 28, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF SEPTEMBER 28, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF  
SEPTEMBER 28, 2021

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CITY COUNCIL  
COMMUNITY PLANNING AND TRANSPORTATION  
COMMITTEE MINUTES

May 27, 2021

The City Council Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 4:02 p.m. in a virtual meeting in the Council Chambers on the 27th day of May, 2021, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 103 West Acres 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Hall, Nash, Peacock, Studley, and  
Chairman Holman

ABSENT: Councilmember Petrone

OTHERS PRESENT: Mayor Breea Clark  
Councilmember-elect Lauren Schueler, Ward Two  
Ms. Cinthya Allen, Chief Diversity and Equity  
Officer  
Mr. Dave Boeck, Associate Professor of  
Architecture at the University of Oklahoma (OU)  
Mr. Greg Clark, Development Services Manager  
Ms. Carrie Evenson, Stormwater Program Manager  
Mr. James Gamez, Nelson/Nygaard Representative  
Ms. Jane Hudson, Director of Planning and  
Community Development  
Mr. Taylor Johnson, Public Transit Coordinator  
Ms. Beth Muckala, Assistant City Attorney  
Mr. Shawn O’Leary, Director of Public Works  
Mr. Jason Olsen, Director of Parks and Recreation  
Ms. Heather Poole, Assistant City Attorney  
Mr. Darrel Pyle, City Manager  
Mr. Peter Soderberg, Nelson/Nygaard Representative  
Mr. Scott Sturtz, City Engineer  
Ms. Kathryn Walker, City Attorney  
Ms. Brenda Wolf, Permit Services Supervisor  
Ms. Syndi Runyon, Administrative Technician IV

Chairman Holman said Staff requested Item 4 be discussed first due to pending acclimate weather and the need for employees who live outside of Norman to get home safely.

Item 4, being:

#### DISCUSSION REGARDING THE VISITABILITY ORDINANCE.

Mr. Greg Clark, Development Services Manager, said the purpose of the Norman Visitability Code (Visitability Code) is to establish minimum regulations for the design, installation, and construction of single-family homes or other dwellings with less than four units by providing reasonable criteria visitability of persons with disabilities or seniors aging in place. He said a visitable dwelling offers a few features making a home easier for mobility-impaired people to live in and visit while an accessible building allows a person with a physical disability to independently get to, enter, and use a site, facility, building, or element.

Mr. Clark highlighted visitability versus accessibility as follows:

Visitable Dwelling Unit	Accessible Dwelling Unit
No step and compliant entry path required	No step entry and compliant entry path required
Routes to be 36" wide typically doors to be 31.75" in the clear wide	Routes to be 36" wide typically doors to be 31.75" the clear wide
Bathroom: toilet/sink with backing and clearances at toilet required	Bathroom: toilet/sink/bathing with backing installed and proper clearances for all of them
Kitchen: which includes sink, cooking appliance, and refrigerator to have a path to these areas typically 40" wide	Kitchen: has property widths, reach ranges, counter heights, with clear spaces for the sink and all appliances
A living room or similar is to be on a compliant route that is at least 70 square feet in area	All the living space on the accessible floor level has to be compliant including sleeping, laundry rooms, game rooms, and similar
Receptacle outlets and lighting controls to be installed between 15" and 48" typically	Outlets, lighting controls, switches, environmental controls, electrical panel boards, security controls and similar to be installed at a compliant height and reach distance

The Citizen Ad Hoc Committee for Accessible Housing met, discussed and drafted the Norman Visibility Code. In May 2019, the Community Planning and Transportation Committee (CPTC) reviewed the draft of the Visibility Code and Council requested the document be compared to the current building codes and practices as well as other visibility codes. The document was discussed during the annual Council retreat in August 2020.

The proposed Norman Visitability Code appears to be an organic interpretation of the Fair Housing Act Design Manual, which was published in 1998. The manual is a 300-page design guide, but not a prescriptive code. While many of the concepts in the Fair Housing Act have been put forth in other building codes, it is not one Staff has adopted or utilizes as a current standard. The Visibility Code, as proposed, is a mix of accessibility standards and visibility standards.

Item 4, continued:

The Visibility Code would allow conditions not compliant as a minimum standard in the International Residential Code (IRC) (no landing requirement at doors, slopes in excess of what the IRC allows, no requirement for interior slopes). Other times, the Code is less restrictive than the currently adopted codes regarding a visitable dwelling (no minimum heights on switches/receptacles). The Visibility Code also includes sections notably above the minimum standards for accessibility/visitability of a dwelling unit (entry level operable windows, blocking in bedrooms, five-foot turning radius inside bathrooms, passageway widths in excess of code, doors sized in excess of codes).

Mr. Clark said in order to bring the Visibility Code in line with currently adopted codes and standards, Staff recommends that an incentive based pilot program be initiated for visitable units. The International Code Council (ICC), an organization responsible for the International Building Code (IBC) and the International Residential Code (IRC) is an existing proven standard. It works in conjunction with the currently adopted building codes and unlike an organically written code, it is unlikely to create conflicts, have omissions, or be silent on details and scenarios. The standard is updated regularly and reflects changes in other codes so maintaining it over time is simplified. With the standard having both visitable and accessible standards, the scope to accessibility would already be companion language to utilize in the future, if desired.

Staff recommends the pilot program be initiated for two years, which will allow time for builders to become educated about the incentive program and the details it would take to comply with the code. The proposed source of credit would be the Building Permit fee which is .14 cents per square foot of project area. For reference, a 2000 square foot home with a two car garage would have a building permit incentive fee of \$336 and a home enrolled in the program would either meet the standard and be eligible for the credit or it would not meet the standard and would not be eligible. The amount of the incentive of this fee could be anywhere from 1% to 100% and Staff is seeking further input on this topic. Another consideration that needs to be discussed is that current fee incentives for the Home Energy Rating System/Energy Rating Index (HERS/ERI) Program is also built into the building permit fee so with both programs drawing from the same fee source, program participation could be impacted.

Committee members requested Staff place this topic on a Study Session agenda for full Council discussion and input.

Items submitted for the record

1. Attachment: Exert from the International Construction Codes (ICC) A117.1-2009 – Accessible and usable Buildings and Facilities – 1005 Type C (Visitable) Units
2. Memorandum dated May 20, 2021, from Greg Clark, Development Services Manager, and Brenda Wolf, Permit Services Supervisor, to Community Planning and Transportation Committee Members
3. PowerPoint presentation entitled, “Visitability Pilot Program,” dated May 27, 2021

\* \* \* \* \*



Item 1, being:

## PUBLIC TRANSIT RIDERSHIP REPORT.

Mr. Taylor Johnson, Public Transit Coordinator, said the fixed route service transported 15,143 passengers in April compared to 17,475 in March 2021. The daily average ridership was 582, a decrease of 10.01%. There were 471 passengers with bicycles and 315 passengers with wheelchairs or other mobility devices transported in April.

The paratransit service transported 1,512 passengers in April compared to 1,528 in March 2021, with an average daily ridership of 58, an increase of 2.76%.

Saturday service began August 15, 2020, and totaled 1,193 in April 2021, compared to 1,391 in March 2021, a decrease of 14.23%.

Mr. Johnson said work continues on the Fare Analysis, Transit Development Guide, and Transfer Station site. He said Staff continued to draw down on grants to reimburse the City for eligible public transit expenses that includes the annual Federal Transit Administration (FTA) grant for general expenses as well as the CARES Act grant for the new maintenance operations facility.

Staff received a final Notice to Proceed from the Oklahoma Department of Environmental Quality (ODEQ) to purchase the City's first battery electric vehicle, a 35' transit bus. An authorization to purchase the vehicle will be on Council's agenda for consideration on May 25th and once a purchase order is issued, Staff anticipates a 12 to 15-month timeframe for delivery. Staff submitted a grant application to FTA's 2021 Low- or No-Emission Vehicle Program for one battery electric bus and associated charger. On March 23rd, Council approved a resolution authorizing the application submittal and commitment to secure a local match and Staff is waiting for the announcement of awards from this competitive program.

Mr. Johnson said the Traffic Control Division began installing EMBARK Norman bus stop signs in February, which is now complete.

Progress continues to be made on the construction of the new Transit Operations and Maintenance Facility on North Base. The contractor has continued site grading; finalized installation of conduit for electric vehicle (EV) stations; continued metal panel and insulation installation; installed Oklahoma Gas and Electric (OG&E) primaries for transformers; painted Transit/Fleet buildings and began painting Park Maintenance Facility and shed; roughed-in mechanical, electrical, and plumbing to coincide with metal roof installation; and coordinated with owner-supplied equipment vendors.

The Fleet Maintenance Staff continues to ensure the transit fleet is in operational condition each morning despite the age of the vehicles. This maintenance includes mechanical maintenance, fueling, cleaning, and sanitizing each bus at the end of service each day. Mr. Johnson said 19 out of 27 busses have met their useful life and are eligible for retirement per FTA requirements. He said Staff continues to try to identify other avenues to purchase transit vehicles to modernize and standardize the fleet using existing funds available to the transit program.

Item 1, continued:

Items submitted for the record

1. Memorandum dated May 26, 2021, from Taylor Johnson, Public Transit Coordinator, through Shawn O’Leary, P.E., DFM, Director of Public Works, to Council Community Planning and Transportation Committee
2. Transit System Monthly Report for April 2021

\* \* \* \* \*

Item 2, being:

#### DISCUSSION REGARDING THE TRANSIT LONG RANGE PLAN.

Mr. Johnson said Staff has been working with Nelson/Nygaard Consulting Associates, Inc., (Nelson/Nygaard) for a comprehensive evaluation of the existing transit service to identify opportunities to improve transit service for the community. The study will be a strategic plan to optimize and expand transit over the next 20 years. He said outreach activities included promotion of the project website to citizens and stakeholders, public meetings, and promotion of an online survey to obtain feedback on existing transit service and suggestions for potential improvements.

Mr. James Gamez with Nelson/Nygaard presented the draft Norman Transit Study and said the study overview included 1) Review of existing conditions – routes, schedules, ridership, destinations, paratransit trips, demographics, employment and travel patterns; 2) Engagement of the community - consisted of community meetings and surveys as well as discussions with bus drivers, mechanics, and stakeholders; and 3) Development of strategic plan – service optimization and expansion, future downtown transit center, and a fare policy.

Mr. Peter Soderberg with Nelson/Nygaard said the Transit Study reviewed existing routes as well as the transit market that includes families without a car, seniors who do not drive, employees without a car, students, and commuters to and from Oklahoma City. The Transit Study also reviewed major destinations such as University of Oklahoma; Sooner Mall; University Town Center; Walmart Supercenter stores; Community Services Building; and Robinson Crossing shopping center.

Mr. Gamez said community feedback regarding preferred service improvements included the need for later service on weekends; earlier morning service; more routes to more places; later evening service; more shelters at bus stops; more frequent service on weekdays; more frequent service on weekends; and other. Some of the comments included the need for busses to run every 30 minutes and Sunday service; busses to run seven days a week; a route to east Library; more service for the elderly to get to groceries, medicine, socializing, etc.; and circular routes making it difficult to travel to destinations and return home in a short time.

Item 2, continued:

Mr. Gamez said after reviewing existing routes Nelson/Nygaard found strengths to be extensive coverage areas; service ending at 10:00 p.m., and high ridership in east Norman. Challenges include limited resources, unserved destinations, and fleet age/reliability. Opportunities for improvement could include Sunday service, longer hours of service on Saturdays, more frequent service, service to new areas, and more direct routes.

Mr. Gamez said the recommended route network from Nelson/Nygaard provides the following:

- Improves access to key destinations
  - Norman Regional Hospital
  - Walmart Supercenter stores
  - Sooner Mall
  - University North Town
- Extends service to 12th Avenue N.E. and Garland Square
- Discontinue service along unproductive segment of 36th Avenue N.W.
- Provides framework for future expansion

Future expansions could consist of adding Sunday service; upgrading frequencies; adding two new routes (Classen Boulevard and East Alameda Street), and extending service to Moore-Norman Technology Center.

In searching for a Downtown Transit Center, Nelson/Nygaard looked at City owned parcels; proximity to Norman Depot; vacant or retro-fittable tracts; pedestrian access; adjacent land uses; and operational efficiency. Mr. Gamez highlighted location options as Option One - Gray Street parking lot with 8 bus bays, new transit building, and open space/park. He said the benefits to this site is parcel size, flexibility, and proximity to Main Street destinations while the challenge was the location being 1,300 feet to/from Norman Station and the need to remove 100 parking spaces. Option Two - Norman Station (Depot) with five to six bus bays. Benefits include connectivity with Legacy Trail, Amtrak Station, and proximity to Main Street destinations while the challenge would be the removal of the James Garner Statue. Option Three - City Hall property at James Garner Avenue with five bus bays. Benefits would be the proximity to civic buildings and potential to retrofit City buildings while the challenge is the location being 1,200 feet from Norman Station. He said Option Three checked all the boxes for pedestrian access, easy access to Norman Station, adjacent land use, operational efficiency, and proximity to Norman Station.

Nelson/Nygaard fare analysis review included:

- Peer Review
  - Fare Structure and policy best practices
- Fare Model
  - Ridership and fare box revenue impacts
- Cost-Benefit Analysis
  - Start-up and ongoing costs
  - Bottom line costs and revenue

Item 2, continued:

Peer Review best practices included generally low base fares - \$1.00; day a monthly pass options; agreements with OU for student fees, contract revenue, and funding partnerships. Missoula, Montana's transit service (fare free) began in 2015 as a partnership with 11 local businesses, has grown to 24 members, is attractive to new businesses, allows transit managers to focus on other sustainability efforts, and builds on community support.

Suggested fare scenarios include the following:

- Peer Agency Best Practices
  - \$1.00 base fare
  - \$0.50 reduced for youth, seniors, and persons with disabilities
  - Free for children
  - Free transfers
- Align with EMBARK OKC
  - \$1.75 base fare
  - \$0.75 reduced for youth, seniors, and persons with disabilities
  - Free for children
  - Full fare transfers
- OU Funding Partnership
  - Students do not pay to board
  - OU pays the cost of student trips

Fare policy recommendations include the following:

- Near-Term – Continue operating free fare
  - Allow ridership to recover from pandemic and adjust to route changes
  - Continuously re-evaluate potential for fare implementation
  - Begin discussions with OU regarding funding partnership and student pass
- Mid-Term – Implement a fare structure aligned with peer agency best practices
  - Lower base fares mitigate potential ridership loss
  - Continue discussion with OU regarding implementation of student pass
- Long-Term – Align fares with EMBARK OKC
  - Continue discussions with OU regarding implementation of student pass

Next steps include a final public hearing on June 1st, a draft Transit Plan proposed to be completed by June 7th, a Study Session to be held June 15th to present draft Transit Plan to Council, and final adoption of the Transit Plan is anticipated to take place June 22nd.

Committee members requested this item have full Council review and input.

Items submitted for the record

1. PowerPoint presentation entitled, “EMBARK GO Norman Transit Study,” dated May 27, 2021

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Item 3, being:

**DISCUSSION REGARDING EDDINGTON STREET, MCCULLOUGH STREET, AND ALLEYS EAST OF MONNET AVENUE.**

Ms. Carrie Evenson, Stormwater Program Manager, said there have been numerous complaints regarding inadequate drainage issues on Eddington Street and McCullough Street over the years as well as pavement condition issues on McCullough Street. She said McCullough Street was identified as a project location for the FYE 2022 Street Maintenance Bond package in 2021. She said there are also drainage and surface condition issues in alleys in that area (used for parking). She said Eddington and McCullough Streets are located within the Center City Form Based Code (CCFBC) area and the CCFBC was created to provide guidance and regulations for future development and redevelopment to include infrastructure improvements. The CCFBC incorporated specific street configurations that includes “neighborhood middle frontage” to support one, two- or three dwelling structures, small front and rear yards, and tree lined streets.

Ms. Evenson said the City needs to address drainage and paving condition issues, meet CCFBC requirements where possible, and find available funding, such as Stormwater Capital Improvements Plan, FYE 2021 Bond, Tax Increment Finance (TIF) District, or other. She said the CCFBC allows off-street parking, parallel parking, tree specifications with sidewalk connections, and greenspace connections with alleyways. She said Staff is in the middle of project design for both streets and some of the considerations for the project design is addressing drainage and paving condition issues while meeting CCFBC requirements.

Options for Eddington Street is a hammerhead turnaround at the end of street to allow turn around for sanitation trucks/traffic or an extension of the alley with rear parking access, which would eliminate front street access on two properties. There is a potential for a connection to the alley to the south and reconnect/reconstruct that alley to allow better access and maintenance. She said the same options apply to McCullough Street, but it is too early in the design stage to be sure about connections for the street. Ms. Evenson said Staff would like to try some green infrastructure in these projects that would include rain gardens, permeable pavers, impervious pavement, etc. She said there are also interesting green infrastructure practices for tree wells (with underdrains so water flows to greenspace instead of onto the street) that would contribute to the vision of tree lined streets envisioned through CCFBC.

Ms. Evenson said project budget estimates are as follows:

- Eddington Street - \$415,500
- Eddington/McCullough Alley - \$212,500
- McCullough Street - \$377,250
- McCullough/Boyd Alley - \$228,250
- East Alley (optional if connection made between alleys and streets) - \$371,500

Item 3, continued:

Ms. Evenson said Staff would like to use Eddington Street as a pilot project to test some green infrastructure, test permeable or impervious pavement endurance and maintenance, see how well the design can meet CCFBC requirements, and be an example for future projects.

Committee members liked the ideas proposed by Staff and requested Staff move forward with Eddington Street. Chairman Holman said Council will need to discuss funding options for the projects so the projects can be done completely, not one piece at a time. He said there needs to be some type of recoupment of costs because the City is redeveloping and building infrastructure.

Items submitted for the record

1. PowerPoint presentation entitled, "Eddington St., McCullough St., and Alleys East of Monnett Ave." dated May 27, 2021

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Item 5, being:

MISCELLANEOUS COMMENTS.

None

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The meeting adjourned at 7:12 p.m.

ATTEST:

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City Clerk

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Mayor



CITY COUNCIL  
COMMUNITY PLANNING AND TRANSPORTATION  
COMMITTEE MINUTES

June 24, 2021

The City Council Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 4:02 p.m. in the Executive Conference Room on the 24th 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 Hall, Nash, Peacock, Studley, and Chairman Holman
ABSENT:	Councilmember Petrone
OTHERS PRESENT:	Councilmember-elect Lauren Schueler, Ward Two Ms. Brenda Hall, City Clerk Mr. Jesse Hill, Americans with Disabilities Act (ADA) Technician Mr. Taylor Johnson, Public Transit Coordinator Mr. Shawn O’Leary, Director of Public Works Ms. Heather Poole, Assistant City Attorney Mr. Darrel Pyle, City Manager Ms. Kathryn Walker, City Attorney Lieutenant Teddy Wilson, Police Department Ms. Syndi Runyon, Administrative Technician IV

Item 1, being:

**PUBLIC TRANSIT RIDERSHIP REPORT.**

Mr. Taylor Johnson, Public Transit Coordinator, said because of federal regulations, masks, capacity restrictions, and social distancing are still being mandated on buses. He said all public transportation, i.e., buses, planes, trains, etc., have the same mandates throughout the nation.

Mr. Johnson said the fixed route service transported 14,952 passengers in May 2021, compared to 15,143 in April 2021. The daily average ridership was 598, an increase of 2.69%. There were 394 passengers with bicycles and 375 passengers with wheelchairs or other mobility devices transported in May.

The paratransit service transported 1,415 passengers in May 2021, compared to 1,512 in April 2021. Average daily ridership was 57, a decrease of 2.67%. For the month of May, the paratransit service had 0% trip requests denied due to capacity.

Saturday service began August 15, 2020, and totaled 1,584 in May 2021, a 32.77% increase over 1,193 for April 2021.

Item 1, continued:

Mr. Johnson highlighted transit activities and said Staff presented an update on the comprehensive evaluation of the existing transit service prepared by Nelson/Nygaard Consulting Associates, Inc., (Nelson/Nygaard), to the Community Planning and Transportation Committee (CPTC) on May 27th and to full Council at their June 15th Study Session. The study identified opportunities to improve transit service for the community and will be a strategic plan to optimize and expand transit over the next 20 years. The final draft of the Plan was approved by Council on June 22nd.

Mr. Johnson said Staff is preparing a grant application to the Federal Transit Authority Low or No-Emission Vehicle Program for one (1) battery powered electric bus and associated charger, which is a very competitive grant. He said Staff will continue to modernize and standardize the bus fleet using funds available to the transit program. He said Council approved the purchase of the City's first battery powered electric bus on May 25th and delivery is anticipated to take 12 to 15 months. He said approximately 50% of the vehicle purchase price will be reimbursed through a grant received from the Oklahoma Department of Environmental Quality through the Volkswagen Settlement Fund.

Mr. Johnson said progress continues to be made on the construction of the new Transit Maintenance and Operation Facility on North Base and commended Fleet Maintenance Division Staff for continuing to ensure the transit fleet is in operational condition despite the age of the vehicles (19 out of 27 buses have met their useful life). This maintenance includes mechanical maintenance as well as fueling, cleaning, and sanitizing the buses each night at the conclusion of service.

Items submitted for the record

1. Memorandum dated June 24, 2021, from Taylor Johnson, Public Transit Coordinator, through Shawn O'Leary, P.E., CFM, Director of Public Works, to Council Community Planning and Transportation Committee
2. Public Transportation Monthly Report for May 2021

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Item 2, being:

DISCUSSION REGARDING PUBLIC SAFETY THROUGH ENVIRONMENTAL DESIGN.

Lieutenant Teddy Wilson, Norman Police Department, quoted a sentence by Timothy Crowe that states, "The proper design and effective use of the built environment can lead to a reduction in the fear and incidence of the quality of life and enhanced profitability for business." He said Crime Prevention Through Environmental Design (CPTED) is a multi-disciplinary approach to deterring criminal behavior and incorporates principles from Planning, Architecture, Landscape Architecture, Law Enforcement, and Engineers. The CPTED is comprised of four key elements that include surveillance; access control; territoriality; activity support; maintenance; and crime prevention components.

Item 2, continued:

Lt. Wilson said there are three types of surveillance that include:

- Natural Surveillance – naturally occurring, open and well lighted areas, typically free of cost (residents, management, neighbors, etc.);
- Mechanical Surveillance – employs the use of cameras, mirrors and other equipment that allows an individual to monitor a remote area (cost of equipment and maintenance fees); and
- Organized Surveillance – includes security patrols and other people organized to watch targeted area (resident patrols, security patrols, or off-duty police officers).

Types of access control include:

- Natural/Environmental – involves the use of the environment (medium-height bushes, dirt berms, design walking paths and sidewalks);
- Mechanical – includes the use of security gates, which have proven very effective at reducing auto thefts and burglaries (security doors and gates, deadbolts, window locks); and
- Organized – entails the use of security or courtesy patrol to control who enters the property (security guards).

Lt. Wilson said Territoriality is a psychological impression that people get when they look at the property and whether or not there is defensible space that can include a public street, semi-public cul-de-sac, semi-private sidewalk, or private unit. He said posting signs, such as No Trespassing or No Soliciting, establishes the area as defensible space. Also if the property is well maintained, it shows that management cares for and will defend the property against crime. Territorial reinforcement is where private property begins and public property ends fostering a sense of ownership. He said maintenance is an important component of all these principles.

Activity Support involves the appropriate use of recreational facilities and common areas, i.e., fill the area with legitimate users so the abusers will leave. Lt. Wilson said the three D's of CPTED are 1) Designation – what is the intended use of space/property? 2) Definition – is it clear who owns the space and what activities are allowed (is there a rules sign?), and 3) Design – does the physical environment support the intended use?

Another aspect of CPTED is lighting because lighting is a powerful tool that management and residents can use to control and reduce the “fear” and opportunity of crime. Lt. Wilson said the color and direction of light is important as well, but unless there is a formal or informal surveillance of an area, lighting may not always prevent crime and good lighting without surveillance may actually encourage criminal activity in some cases.

Lt. Wilson said small things can make a huge difference, such as replacing strike plate and deadbolt screws with three-inch screws to better secure the door to doorframe making it difficult to kick in, keeping bushes near doors and windows trimmed to three feet so no one can hide behind them, but if that is not possible, trim the bottom of the bush up so you can see feet behind them, keeping trees trimmed to seven feet from ground, and installing fences to reinforce property boundaries.

Item 2, continued:

Lt. Wilson said Norman CPTED elements draw “eyes to the street” and some elements already in place include Second Friday Art Walk public art, bike rack sculptures, murals, and festivals. He said these things provide security (many eyes on the street) as well as attracting people to Norman.

Items submitted for the record

1. PowerPoint presentation entitled, “Norman Police Department Crime Prevention Through Environmental Design (CPTED)”

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Item 3, being:

#### DISCUSSION REGARDING AMERICANS WITH DISABILITIES ACT REQUIREMENTS FOR TAXI CABS.

Chairman Holman said due to a constituent request he asked for an update from Staff on what the City can legally do regarding requiring taxi companies to provide a handicap accessible vehicle within their fleet.

Ms. Kathryn Walker, City Attorney, said under the federal law for Transportation Services for Individuals with Disabilities (Americans with Disabilities Act – ADA), providers of a taxi service are not required to purchase or lease accessible automobiles; when a provider of a taxi service purchases or leases a vehicle other than an automobile, the vehicle is required to have a number of accessible vehicles in its fleet; a provider of a taxi service is not required to purchase vehicles other than automobiles in order to have a number of accessible vehicles in its fleet; and private entities providing taxi service shall not discriminate against individuals with disabilities by actions including, but not limited to, refusing to provide service to individuals with disabilities who can use taxi vehicles, refusing to assist with towing of mobility devices, and charging higher fares or fees for carrying individuals with disabilities and their equipment than are charged to other persons.

Ms. Walker said a fixed route system or demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service is available to individual with disabilities, including those using wheelchairs, if provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided to other individuals with respect to the following service characteristics: schedules; fares; hours/days of service; availability of information; reservations capability; constraints on capacity or service availability; and restriction priorities based on trip purpose. The City of Norman provides a public transit system that includes paratransit service for riders with disabilities who cannot use the fixed route system, which is equivalent service under federal law.

Ms. Walker said State requirements grant the Oklahoma Corporation Commission (OCC) exclusive jurisdiction over the regulation of ride sharing companies, such as Uber and Lyft. Such companies must adopt a policy of non-discrimination, must require drivers to comply with laws related to service animals, and cannot charge more to provide services to person with physical

Item 3, continued:

disabilities. These companies must provide passengers an opportunity to indicate whether they need a wheelchair accessible vehicle and if a provider cannot arrange a wheelchair accessible prearranged ride, they must direct the passenger to an alternate provider of accessible service, if available.

The City of Norman requires operators and drivers of taxicabs, motorbuses, and limo services to obtain a license from the City, except companies who hold an OCC license as an Intrastate Motor Carrier. Ms. Walker said the vehicles are subject to inspections by the City, must provide proof of insurance, and cannot discriminate. She said *if a company is receiving subsidies* from the City, State, or Federal government, at least one vehicle in the fleet must be accessible to all riders, Staff must have access to and be trained in the use of a Telecommunications Device for the Deaf (TDD)/Teletype (TTY) System; and must receive ADA training. She said violations of the ordinance could result in forfeiture of the license and prosecution in Municipal Court is also an option with a fine of up to \$750 and/or 60 days in jail. She said taxicabs in Norman are not generally required to have accessible vehicles in their fleet because they do not receive operating subsidies; however, if a taxicab company purchases or leases a vehicle other than an automobile, it may be required to be accessible under federal law.

Councilmembers were interested in discussing contracting with a taxicab company or an Uber or Lyft driver for a minimum length of time (three years or more) and providing them with some type of grant or incentive (using federal or private funds) that would allow them to retro-fit a vehicle to be handicap accessible. Chairman Holman said this issue will be discussed further during the Council Retreat.

Items submitted for the record

1. Accessibility and Private Providers of Transportation Fact Sheet, Federal Law: Transportation Services for Individuals with Disabilities (ADA)
2. Title 49 Code of Federal Regulations (C.F.R) § 37.131. Service criteria for complimentary paratransit

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Item 4, being:

MISCELLANEOUS COMMENTS.

Councilmember Peacock said he would like to have a future discussion about addressing sidewalk gaps in Norman, especially Core Norman.

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The meeting adjourned at 6:03 p.m.

ATTEST:

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City Clerk

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Mayor



## CITY COUNCIL SPECIAL SESSION MINUTES

June 15, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a Special Session at 5:30 p.m. hosted in the Municipal Building Council Chambers on the 15th 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

Item 1, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(4) TO DISCUSS PENDING LITIGATION ASSOCIATED WITH FLESKE HOLDING COMPANY, L.L.C., VS. CITY OF NORMAN, CLEVELAND COUNTY COURT CASE CV-2018-956.

Motion to Adjourn. Moved by Councilmember Holman. Seconded by Councilmember Foreman. Ayes: Mayor Clark, Councilmembers Foreman, Hall, Holman, Nash, Peacock, Petrone, Schueler, and Studley. Nays: None.

The City Council convened into Executive Session at 5:31 p.m. Ms. Kathryn Walker, City Attorney; Mr. Darrel Pyle, City Manager; and Mr. Rick Knighton, Assistant City Attorney, were in attendance at the Executive Session.

Motion to Reconvene. Moved by Councilmember Foreman. Seconded by Councilmember Holman. Ayes: Mayor Clark, Councilmembers Foreman, Hall, Holman, Nash, Peacock, Petrone, Schueler, and Studley. Nays: None.

The Mayor declared the motion carried and the Special Session was reconvened at 6:15 p.m.

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Item 2, being:

#### DISCUSSION REGARDING THE TRANSIT LONG RANGE PLAN.

Mr. Shawn O'Leary, Director of Public Works, introduced Mr. Taylor Johnson, Public Transit Coordinator, and Mr. James Gamez with Nelson/Nygaard. He said the City is completing its 23rd month of operating the public transit system and the buses never stop running. He said Staff has learned a lot in that time and now is the time to look to the future and decide what type of transit system the City wants in five to ten years.

Staff has been working with Nelson/Nygaard Consulting Associates, Inc., (Nelson/Nygaard) for a comprehensive evaluation of the existing transit service to identify opportunities to improve transit service for the community. The study will be a strategic plan to optimize and expand transit over the next 20 years. He said outreach activities included promotion of the project website to citizens and stakeholders, public meetings, and promotion of an online survey to obtain feedback on existing transit service and suggestions for potential improvements.

Mr. Gamez said in February 2019, the Regional Transportation Authority of Central Oklahoma was created in preparation for a Regional Transportation System. In July 2019, the University of Oklahoma (OU) asked the City to take over operations of the Cleveland Area Rapid Transit (CART) system so the City partnered with EMBARK Oklahoma City to operate the EMBARK Norman Transit System. The transit system is currently free to riders, including EMBARK Plus (paratransit) for citizens with disabilities who are unable to ride the fixed route system. In November 2019, a transit sales tax was approved and in July 2020 the transit study began. In November 2020, the Fleet Maintenance and Operations Facility project broke ground for transit and emergency vehicles.

Item 2, continued:

Mr. Gamez said the transit study included 1) Existing Conditions Analysis – routes, schedules, ridership, destinations, paratransit trips, demographics, employment and travel patterns; 2) Scenario Planning - consisted of community meetings and online surveys as well as discussions with bus drivers, mechanics, and stakeholders; and 3) Report Development – route changes, service expansion, transit center, bus stops, and new buses.

The Transit Study reviewed major destinations such as University of Oklahoma; Sooner Mall; University Town Center; Walmart Supercenter stores; Community Services Building; and Robinson Crossing shopping center. The study also reviewed existing routes as well as the transit market that includes families without a car, seniors who do not drive, employees without a car, students, low-wage employees; and commuters to and from Oklahoma City.

Mr. Gamez said community feedback regarding rider satisfaction included safety on the bus – 48% of riders were satisfied, 44% were neutral and 8% were unsatisfied; reliability of schedule – 47% of riders were satisfied, 41% were neutral, and 12% were unsatisfied; speed of service – 34% were satisfied, 39% were neutral, and 32% were unsatisfied; frequency of service – 29% were satisfied, 39% were neutral, and 32% were unsatisfied; days of service – 24% were satisfied, 38% were neutral, and 38% were unsatisfied; comfort at bus stops – 23% were satisfied, 50% were neutral, and 27% were unsatisfied; and hours of service – 23% were unsatisfied, 37% were neutral, and 40% were unsatisfied.

Mr. Gamez said community feedback regarding preferred service improvements included the need for later service on weekends; earlier morning service; more routes to more places; later evening service; more shelters at bus stops; later evening service; more frequent service on weekdays; more frequent service on weekends; and other. Some of the comments included the need for busses to run every 30 minutes and Sunday service; busses to run seven days a week; a route to east Library; more service for the elderly to get to groceries, medicine, socializing, etc.; and circular routes making it difficult to travel to destinations and return home in a short time.

Mr. Gamez said after reviewing existing routes Nelson/Nygaard found strengths to be extensive coverage areas; free fare; service ending at 10:00 p.m., and high ridership in east Norman. Opportunities for improvement could include Sunday service, longer hours of service on Saturdays, more frequent service, service to new areas, and more direct routes. He said east Norman is underserved with the existing east side Route No. 111 being the busiest in Norman. He highlighted route scenarios and said community input indicated 32% preferred a combination of Scenarios A and B; 31% preferred Scenario B only; 27% preferred Scenario A only; and 10% preferred no changes to existing routes.

Mr. Gamez said the recommended route network from Nelson/Nygaard provides the following:

- Improves access to key destinations
  - Norman Regional Healthplex
  - University Town Center
  - Walmart Supercenter stores
  - Sooner Mall
  - Cleveland County Wellness Block (The Well)
- Extends service to Garland Square
- Extends service to 12th Avenue Recreation Center
- Provides framework for future expansion

Future expansions could consist of adding Sunday service; upgrading frequencies; adding two new routes (Classen Boulevard and East Alameda Street), and extending service to Moore-Norman Technology Center.

Councilmembers were concerned about making changes to Route No. 111 (route with highest ridership) since the proposed route would place some bus stops even farther away from the people who really depend on public transit. Mr. Taylor Johnson, Public Transit Coordinator, said Staff will review that and the public as well as Council input will always be a part of transit route change discussions prior to changes taking place.

Item 2, continued:

In searching for a Downtown Transit Center, Nelson/Nygaard looked at City owned parcels; centrally located areas; proximity to Norman Depot; and vacant or retro-fittable tracts. The evaluation criteria included pedestrian access; adjacent land uses; operational efficiency; and proximity to Norman Depot. The locations identified included Option A – Norman Station (The Depot), Option B – Gray Street Parking Lot, and Option C – James Garner at City Hall. Mr. Gamez said the Depot location checked all the evaluation criteria boxes because it provides capacity for up to six buses; is in close proximity to local destinations, such as Main Street, City Hall, Cleveland County Complex; and promotes multimodal connectivity with Legacy Trail, Amtrak, and future regional light rail commuter service.

Nelson/Nygaard fare analysis review and peer city best practices included generally low base fares - \$1.00; daily and monthly pass options; agreements with OU for student fees, contract revenue; and funding partnerships. Mr. Gamez said a great example for peer review is Missoula, Montana's transit service (fare free), which began in 2015 as a partnership with 11 local businesses, has grown to 24 members, is attractive to new businesses, allows transit managers to focus on other sustainability efforts, and builds on community support.

Fare policy recommendations include the following:

- Allow ridership to recover from pandemic and adjust to route changes
- Continuously re-evaluate potential for fare implementation
- Begin discussions with OU regarding funding partnership and student pass

Mr. Gamez said in two years the City can re-evaluate service and continue operating fare free or implement a new fare policy that establishes a fare structure with low base fares to mitigate potential ridership loss; partner with OU on student bus program; adopt fare technology in line with best practices; and explore potential alignment with EMBARK OKC's fare policy.

Summarized recommendations include: Update and Streamline the Route Network – realign bus routes to better serve the needs of existing and potential transit riders by improving access to key destinations and reducing travel time; Establish a Downtown Transit Center – relocate the local route transfer hub from the OU Campus to Downtown Norman to maximize efficiency and allow for future service expansion; Strategically Expand Bus Service – extend routes to serve emerging destinations, offer longer hours and more frequent service, and operate on Sundays; Upgrade and Standardize Fleet – replace aging vehicles and assemble a uniform fleet to minimize maintenance costs and pursue Federal Transit Administration (FTA) grants for replacement buses; Continue to Operate Fare Free – avoid costly collection equipment on new buses and allow riders to adjust to route changes and the local economy to recover from the pandemic before re-evaluating the fare policy; and Promote Transit Supportive Land Use – make transit easier to access and encourage more sustainable development and maximize rider safety, comfort, and convenience.

Mr. Gamez said final adoption of the Transit Plan is anticipated to take place June 22nd. Next steps include preparing for route network redesign, establishing a Downtown Transit Center; installing new bus stops; and coordinating with EMBARK on updating ridership information, performing rider outreach, and making necessary operational changes. He said implementation of recommended route network redesign is anticipated to take place in fall 2023.

Items submitted for the record

1. PowerPoint presentation entitled, "EMBARK GO Norman Transit Study," dated June 15, 2021

\* \* \* \* \*

ADJOURNMENT

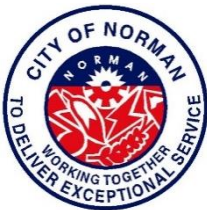
The Mayor adjourned the meeting at 7:45 p.m.

\* \* \* \* \*

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



# CITY OF NORMAN, OK

## CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, September 28, 2021 at 6:30 PM

Item 1.

## MINUTES

### 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

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

### ROLL CALL

#### PRESENT

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

#### ABSENT

Councilmember Ward 1 Brandi Studley

### PLEDGE OF ALLEGIANCE

Mayor Clark led the Pledge of Allegiance.

## APPROVAL OF MINUTES

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

CITY COUNCIL SPECIAL SESSION MINUTES OF MAY 18, 2021

CITY COUNCIL MINUTES OF SEPTEMBER 14, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF SEPTEMBER 14, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF SEPTEMBER 14, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF SEPTEMBER 14, 2021

The Minutes were Approved.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Brenda Hall, City Clerk
2. City Council Special Session minutes of May 18, 2021
3. City Council minutes of September 14, 2021
4. Norman Utilities Authority minutes of September 14, 2021
5. Norman Municipal Authority minutes of September 14, 2021
6. Norman Tax Increment Finance Authority minutes of September 14, 2021

\* \* \* \* \*

## PROCLAMATIONS

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-7: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY, SEPTEMBER 28, 2021, AS NATIONAL VOTER REGISTRATION DAY IN THE CITY OF NORMAN.

Receipt of Proclamation P-2122-7 was Acknowledged.

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

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

Item 2, continued:

Items submitted for the record

1. Staff Report dated September 28, 2021, from Cinthya Allen, Chief Diversity and Equity Officer
2. Proclamation P-2122-7

Participants in discussion

1. Mr. Bryant Rains, Cleveland County Election Board, accepted the proclamation and thank the Council.

\* \* \* \* \*

## Council Announcements

National Voter Registration Day. Councilmember Schueler said she helped University of Oklahoma (OU) students with Voter Registration Drives today. She said her student group had three locations on campus and registered closed to 200 new voters, some for the City of Norman and some that lived in other areas of the country. She encouraged those who were not registered to please register or those who are registered should check their status in case there is a change of address. She encouraged everyone to go to the Voter Portal to check their status or apply for absentee ballots.

Councilmember Hall thanked the OU students who had invited her to participate in Voter Registration Day. She said one of the more rewarding parts of serving as a Councilmember is getting to know as many constituents as possible. She said there are a lot of students who live in Ward 4 and met some of her brand new voters who chose to sign up.

Councilmember Holman said he went to Voter Registration at the OU Campus. He said a big part of Ward 7 is the University Campus and he was able to talk to new constituents who had just registered to vote.

\*

Fall Cleanup. Councilmember Schueler said Fall Cleanup is starting soon and said the majority of her constituents have either Tuesday or Wednesday Trash Pickup; she said those with Tuesday Trash Pickup will have Fall Cleanup on October 9th and those with Wednesday Trash Pickup will have pickup on October 16th.

Councilmember Lynn said most people in Ward 3 have Monday pickup which will be October 2nd.

Councilmember Tortorello said trash pickup is on Monday where he lives and Fall Cleanup for his neighborhood is October 2nd.

Councilmember Foreman said most people in Ward 6 have trash pickup on Thursday and their Fall Cleanup day with October 25th.

\*

## Council Announcements, continued:

Household Hazardous Waste. Councilmember Schueler said she had received several questions about Household Hazardous Waste collection. She said she knows everyone is very excited about the City's new Household Hazardous Waste Facility and said she had asked when it will be open and available to the public. She said there is a very tentative date of sometime in December, 2021.

\*

National Night Out. Councilmember Hall said National Night Out will be Tuesday, October 12th, from 5:00-9:00 p.m. She said the Norman Police Department has coordinated this event for many years and it is one of her favorite events. She said there will be a big event at Sooner Mall and she knows many neighborhoods are planning their own event. She said, sadly, because it is on Tuesday night, the City Council will not be able to participate because there is a City Council Meeting. She encouraged participation.

\*

Joint Ward 4/Ward 6 Meeting. Councilmember Hall said she and Councilmember Schueler are planning a Joint Ward 4 and Ward 2 Meeting at the end of the month. She said the topic is going to be "All Things Trees". She said they hope to have representatives from Oklahoma Electric Cooperative and Oklahoma Gas and Electric Company to talk about their protocol and how they address trees interfering with the electric lines. She said Tim Vermillion, City Forester, would also be at the meeting. She said she will let everyone know when the meeting will be held.

\*

Coffee with Councilmembers. Councilmember Hall said Gray Owl Coffee on Gray Street is interested in hosting "Coffee with Councilmembers". She said she is working on a tentative date and said Councilmembers should take advantage of this opportunity.

\*

New Census Data. Councilmember Holman said he had looked at the new census data and said the growth in Oklahoma City during the last ten years accounted for almost half of the entire growth shown for Oklahoma. Oklahoma City was one of eleven cities in the United States that grew by over 100,000 people. He said Norman's population increased by approximately 18,000 people; Tulsa's population increased by 23,000 people; and Moore's population increased by approximately 7,000 people. He said Lawton, unfortunately, lost population. He said Norman City Council has more people in their wards than the entire population of the City of Noble.

\*

Ward 7 Projects. Councilmember Holman said there are some items on the agenda that will affect Ward 7 such as the NORMAN FORWARD Reaves Park Project and the much needed multi-modal path on Constitution.

\*

Council Announcement, continued:

Touch a Truck Event. Councilmember Peacock said the annual Pioneer Library System's "Touch a Truck" event is Saturday, October 2nd, from 9:00 a.m. to 12:00 p.m. at the Cleveland County Fairgrounds. He said this event allow the children to climb on and explore their favorite large vehicles and even honk the horn. He said drivers and experts will be on hand to answer questions. He said there will also be a quiet hour from 9:00-10:00 a.m. to accommodate those with sensory sensitivity.

\*

Aviation Festival. Councilmember Peacock announced that the 14th Annual Max Westheimer Airport Aviation Festival which starts at 9:00 a.m. He said this event is not just for pilots, it is also career networking event and family-fun activities with the Sooner Flight Academy.

\*

Norman Philharmonic. Mayor Clark said the Norman Philharmonic will be performing at 3:00 p.m. at McFarlin Methodist Church on Saturday, October 2nd.

\*

Move with the Mayor. Mayor Clark said there are two "Move with the Mayor" events coming up in October. She said Saturday, October 2nd, at 9:00 a.m. is the Move with the Mayor 5K Run at Ruby Grant Park. She said this will be the first 5K run to use the new route at Ruby Grant Park which was funded by taxpayer dollars from the NORMAN FORWARD initiative. She said it is free to participate but if the runner wants a timed run and race medal, it is \$15.00 and you may register on the City of Norman Parks and Recreation Website or the Mayor's Facebook Page. She said the final Move with the Mayor event for the year will be at Westwood Park Tennis Center which is another NORMAN FORWARD project funded by taxpayers.

\*

OU/Texas Football Game. Mayor Clark said Fall Break is October 6 through 10 and the University of Oklahoma vs. Texas A & M Game is Saturday, October 8th "Go Sooners".

\* \* \* \* \*

## 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 21 be placed on the consent docket.

Item 3 through Item 21 were placed on the Consent Docket

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

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



Consent Docket, continued:

Item 3 through Item 21 were approved on the Consent Docket.

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

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

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### **First Reading Ordinance**

3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-17 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 10-204 TO EXEMPT REGISTERED COMMUNITY RESOURCE REFRIGERATORS; ADDING ARTICLE XXXVI, COMMUNITY RESOURCE REFRIGERATORS, SECTIONS 13-3601 THROUGH 13-3606; ADDING DEFINITIONS, PERMIT REQUIREMENTS, PERMIT APPLICATION PROCEDURES, LOCATION REQUIREMENTS, SAFETY REQUIREMENTS, AND POSTING REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Ordinance O-2122-17 was adopted Upon First Reading by Title.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Anthony Purinton, Assistant City Attorney
2. Ordinance O-2122-17
3. Legislatively notated copy of Ordinance O-2122-17

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4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-20 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.

Ordinance O-2122-20 was Adopted Upon First Reading by Title.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Kathryn Walker, City Attorney
2. Ordinance O-2122-20 with Exhibit "A", Assessment Roll and Assessment Plat

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### **Reports/Communications**

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF AUGUST 31, 2021, AND DIRECTING THE FILING THEREOF.

Receipt of the Finance Director's Investment Report as of August 31, 2021, was acknowledged.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Anthony Francisco, Finance Director
2. Finance Director's Investment Report as of August 31, 2021

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

Receipt of the Monthly Departmental Reports for the Month of August, 2021 was acknowledged.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Stacey Parker, Executive Assistant
2. Monthly Departmental Report for the month of August, 2021

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### **Authorization for Purchase**

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AUTHORIZATION TO PURCHASE A FIRE APPARATUS FROM SUTPHEN CORPORATION THROUGH HEARTLAND FIRE TRUCKS, L.L.C., IN THE AMOUNT OF \$580,222.17 UTILIZING THE HOUSTON GALVESTON AREA CONTRACT (HGAC).

The Purchase of a Fire Apparatus from Sutphen Corporation Through Heartland Fire Trucks, L.L.C. was approved.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Travis King, Fire Chief
2. Proposal dated September 2, 2021, from Mark Richardson, Authorized Representative for Sutphen Corporation, Heartland Fire Trucks, L.L.C., in the amount of \$590,456.75
3. HGAC Buy Contract Pricing Worksheet dated September 2, 2021
4. Sutphen Prepayment Discount Options
5. Photograph of Fire Apparatus

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## **Declaration of Surplus Obsolete Equipment**

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

The Declaration of Surplus and/or Obsolete Equipment and Materials was approved and the Sale or Disposal Thereof was authorized.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Frederick Duke, Procurement Analyst
2. Inventory of Goods to be Auctioned

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## **Request for Payment**

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, POSTPONEMENT, AND/OR AMENDMENT OF A FINAL PAYMENT IN THE AMOUNT \$5,557.17 TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR CONTRACT K-1718-57, FEDERAL-AID PROJECT STPG-214C (082)AG, JOB PIECE 33127(04), A PROJECT AGREEMENT WITH ODOT FOR THE INSTALLATION OF PAVEMENT MARKINGS (PHASE 6) ALONG VARIOUS FEDERAL FUNCTIONALLY CLASSIFIED ROADWAYS THROUGHOUT THE CITY.

Final Payment in the amount of \$5,557.17 to the Oklahoma Department of Transportation was approved.

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

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

Item 9, continued:

Items submitted for the record

1. Staff Report dated September 28, 2021, from Michael Rayburn, Capital Projects Engineer
2. Letter dated September 1, 2021, from Chelley Hilmes, CPA, Director of Finance and Administration, Oklahoma Department of Transportation, to Breea Clark, Mayor
3. Oklahoma Department of Transportation Final Funding Breakdown dated September 1, 2021, in the amount of \$5,557.17
4. Contract K-1718-57
5. Resolution R-1718-52

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10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN AMENDMENT TO SPECIAL CLAIM SC-2122-1: SUBMITTED BY THE CLEVELAND COUNTY SHERIFF'S OFFICE ADDING AN ADDITIONAL \$432.49 TO THE CLAIM FOR A REVISED AMOUNT OF \$15,177.13 FOR EXPENSES INCURRED AT THE CLEVELAND COUNTY DETENTION CENTER ON JULY 3, 2021.

An Amendment to Special Claim SC-2122-1 Adding \$432.49 to the Claim was approved.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Anthony Purinton, Assistant City Attorney
2. Proposal 282008 dated September 20, 2021, from Commercial Door, L.L.C., in the amount of \$15,177.13

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## **Contracts**

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-109: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND BARRETT L. WILLIAMSON ARCHITECTS, INC., INCREASING THE CONTRACT AMOUNT BY \$261,800 FOR A REVISED CONTRACT AMOUNT OF \$386,350 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE NEW LINE MAINTENANCE FACILITY.

Acting as the Norman Utilities Authority

Amendment No. One to Contract K-1920-109 was approved.

Item 11, continued:

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Nathan Madenwald, Utilities Engineer
2. Amendment No. One to Contract K-1920-109 with Attachment A, Schedule; Attachment B, Scope of Services; and Attachment C, Compensation

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12. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-119 EXTENDING THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) GRANT IN THE AMOUNT OF \$84,148 FROM THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) UNTIL FEBRUARY 28, 2022

Amendment No. One to Contract K-1920-119 was approved.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Mike White, Fleet Program Manager
2. Contract K-1920-119
3. Amendment No. One to Contract K-1920-119
4. Project location map

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13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-6 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HASKELL LEMON CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$219,320.95 FOR A REVISED CONTRACT AMOUNT OF \$151,049.05 TO REMOVE THE IMHOFF CREEK BRIDGE PROJECT FROM THE FYE 2022 BRIDGE MAINTENANCE PROGRAM.

Change Order No. One to Contract K-2122-6 was approved.

Item 13, continued:

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Brandon Brooks, Staff Engineer
2. Change Order No. One to Contract K-1920-119
3. Project location map

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14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$101,626 FROM THE OKLAHOMA HIGHWAY SAFETY OFFICE (OHSO) TO BE USED BY THE POLICE DEPARTMENT TO CONDUCT HIGH-VISIBILITY ENFORCEMENT, SATURATION PATROLS, INFORMATION/EDUCATION CAMPAIGNS DIRECTED TOWARD TRAFFIC SAFETY, PARTICIPATION IN OHSO MOBILIZATIONS, AND TO PURCHASE LIDARS; APPROVAL OF CONTRACT K-2122-28; AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

A Grant in the amount of \$101,626 from the Oklahoma Highway Safety Office was approved.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Kevin Foster, Chief of Police
2. Contract K-2122-28

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15. CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-21, CONTRACT K-2122-31 WITH MESSER ELECTRIC IN THE AMOUNT OF \$181,608, CHANGE ORDER NO. ONE INCREASING THE CONTRACT AMOUNT BY \$4,250 FOR A REVISED CONTRACT AMOUNT OF \$186,128; PERFORMANCE BOND B-2122-33, STATUTORY BOND B-2122-34, MAINTENANCE BOND MB-2122-26 FOR THE UPGRADES TO THE CAMPUS CORNER LIGHTING SYSTEM, RESOLUTION R-2122-29 GRANTING TAX-EXEMPT STATUS, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



Item 15, continued:

Contract K-2122-31, the Change Order and associated bonds were approved and the Resolution was adopted.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Michael Rayburn, Capital Projects Engineer
2. Contract K-2122-54 with Exhibit A, Railroad Exhibit; Exhibit B, BNSF Construction and Management; Exhibit C", Contractor Requirements; Exhibit C-1, Agreement Between BNSF Railway Company and the Contractor; Exhibit D, Special Provision for Railroad Flagging; and Attachment 1, BNSF Railroad Crossing Details

Participants in discussion

1. Mr. David Riesland, Transportation Engineer

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16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-54: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, BURLINGTON NORTHERN SANTA FE RAILROAD, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF A MULTIMODAL SIDEWALK ON THE NORTH SIDE OF CONSTITUTION STREET FROM JENKINS AVENUE TO CLASSEN BOULEVARD [FEDERAL-AID PROJECT TAP-214(102)AG, JOB PIECE 33271(04)].

Contract K-2122-54 was approved.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Michael Rayburn, Capital Projects Engineer
2. Contract K-2122-54 with Exhibit A, Railroad Exhibit; Exhibit B, BNSF Construction and Management; Exhibit C", Contractor Requirements; Exhibit C-1, Agreement Between BNSF Railway Company and the Contractor; Exhibit D, Special Provision for Railroad Flagging; and Attachment 1, BNSF Railroad Crossing Details

Participants in discussion

1. Mr. David Riesland, Transportation Engineer

\* \* \* \* \*



17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-58: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND OLSSON ASSOCIATES IN THE AMOUNT OF \$401,500 FOR THE DESIGN OF THE 36TH AVENUE NW (PHASE 3) WIDENING PROJECT FROM INDIAN HILLS ROAD TO MOORE CITY LIMITS.

Contract K-2122-58 was approved.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Tim Miles, Capital Projects Manager
2. Contract K-2122-58 with Attachment A, Scope of Services; Attachment B, Project Schedule; Attachment C, Compensation, and Attachment D, Owner's Responsibilities
3. 2019 Bond Projects List and 2019 Bond Projects Map
4. Project location map

\* \* \* \* \*

18. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN OKLAHOMA OFFICE OF HOMELAND SECURITY STATE HOMELAND SECURITY PROGRAM GRANT IN THE AMOUNT OF \$30,090 TO BE USED BY THE POLICE DEPARTMENT TO PURCHASE NIGHT VISION DEVICES, APPROVAL OF CONTRACT K-2122-60, AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

Oklahoma Office of Homeland Security Grant in the amount of \$30,090 was accepted and Contract K-2122-60 was approved.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Kevin Foster, Chief of Police
2. Quote 21-7505-AF dated September 15, 2021, in the amount of \$30,090 from PRG Potomac River Group/PRG Defense
3. Contract K-2122-60

\* \* \* \* \*

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN EMERGENCY SOLUTIONS GRANT CORONA RELIEF 2 (ESG CR2) AWARD FROM THE OKLAHOMA DEPARTMENT OF COMMERCE IN THE AMOUNT OF \$400,000 FOR THE OPERATION OF THE CITY OF NORMAN EMERGENCY SHELTER, APPROVAL OF CONTRACT K-2122-61 AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.

An Emergency Solutions Grant (ESG CR2) Award in the amount of \$400,000 was accepted and Contract K-2122-61 was approved.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Michelle Evans, Homeless Programs Supervisor
2. Contract K-2122-61, Special Provision for Railroad Flagging; and Attachment 1, BNSF Railroad Crossing Details

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20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-63: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CLEVELAND COUNTY SHERIFF'S DEPARTMENT AND THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY TO PROVIDE FOR THE INCARCERATION OF CITY PRISONERS IN THE CLEVELAND COUNTY JAIL FACILITY AT A COST OF \$71.86 PER DAY PER PRISONER.

Contract K-2122-63 was approved.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Jeanne Snider, Assistant City Attorney
2. Contract K-2122-63

Participants in discussion

1. Mr. Kevin Foster, Chief of Police
2. Mr. Darrel Pyle, City Manager

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21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-1819-132 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND FLINTCO CONSTRUCTION COMPANY, INCREASING THE CONTRACT AMOUNT BY \$7,452,086 FOR A REVISED CONTRACT AMOUNT OF \$8,296,438 TO PROVIDE CONSTRUCTION OF THE YOUTH BASEBALL/SOFTBALL AND ADULT SOFTBALL IMPROVEMENTS PROJECT AT REAVES PARK.

Acting as the Norman Municipal Authority

Amendment No. Two to Contract K-1819-132 was approved.

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

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Jason Olsen, Director of Parks and Recreation
2. Amendment No. Two to Contract K-1819-132 with Exhibit 1, Contract Documents Log; Exhibit 2, Assumption and Clarifications; Exhibit 3, GMP Amendment; Exhibit 4, Schedule; and Exhibit 5, GMP Guarantee
3. City of Norman FORWARD Reaves Park GMP Budget dated September 15, 2021
4. Attachment 1, Reaves Park Youth Baseball/Softball & Adult Softball Improvements Plan

Participants in discussion

1. Mr. Jason Olsen, Director of Parks and Recreation
2. Mr. James Briggs, Park Planner

\* \* \* \* \*

## **Resolutions**

22. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-39: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE RECEIPT OF THE 2022 ASSESSMENT ROLL AND ASSESSMENT PLAT FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT, INSTRUCTING THE CITY CLERK TO GIVE NOTICE OF A HEARING ON THE PROPOSED ASSESSMENT ROLL; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

Resolution R-2122-39 was adopted.

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

Item 22, continued:

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

Items submitted for the record

1. Staff Report dated September 28, 2021, from Kathryn L. Walker, City Attorney
2. Resolution R-2122-39

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## NON-CONSENT ITEMS

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

Ordinance O-2122-1 was Adopted Upon Second Reading Section by Section.

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

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

Ordinance O-2122-1 was Adopted Upon Final Reading as a Whole.

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

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

Items Submitted for the Record

1. City Council Staff Report dated September 28, 2021, from Ken Danner, Subdivision Development Coordinator
2. Memorandum dated May 19, 2021, from Brenda Hall, City Clerk, to Kathryn Walker, City Attorney; Rone Tromble, Administrative Technician IV; Ken Danner, Subdivision Manager; Chris Mattingly, Director of Utilities; and Jane Hudson, Director of Planning and Community Development
3. Letter of request dated May 17, 2021, from Sunday Bougher, Owner Authorized Agent for Walmart, SGA Design Group, to Ms. Brenda Hall, City Clerk
4. Letter of Authorization dated May 17, 2021, from Ronnie Howell, Walmart, to Whom It May Concern with Exhibit "A", legal description of 17-foot utility easement to be vacated, and Exhibit "B" location map

Item 23, continued:

Items Submitted for the Record, continued

5. Ordinance O-2122-1
6. Location map
7. Planning Commission Staff Report dated July 8, 2021, recommending approval
8. Pertinent excerpts from Planning Commission minutes of July 8, 2021

Participants in discussion

1. Ms. Sunday Bougher, SGA Design Group, 1437 South Boulder, #550, Tulsa, OK, architect representing the applicant

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24. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-16: A PERMANENT WATER LINE EASEMENT DONATED BY WAL-MART REAL ESTATE BUSINESS TRUST IN ORDER TO RELOCATE A WATER LINE AT 601 12<sup>TH</sup> AVENUE N.E.

Easement E-2122-16 was accepted.

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

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

Items Submitted for the Record

1. City Council Staff Report dated September 28, 2021, from Ken Danner, Subdivision Development Coordinator
2. Easement E-2122-16 with Exhibit "A", legal description, and Exhibit "B", location map
3. Memorandum dated June 29, 2021, from Rachel Croft, Staff Engineer, to Brenda Hall, City Clerk
4. Easement location map

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

Ordinance O-2122-19 was Adopted Upon Second Reading Section by Section.

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

Item 25, continued:

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

Ordinance O-2122-19 was Adopted Upon Final Reading as a Whole.

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

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

Items Submitted for the Record

1. City Council Staff Report dated September 28, 2021, from David Riesland, Transportation Engineer
2. Ordinance O-2122-19
3. Legislatively notated copy of Ordinance O-2122-19

Participants in discussion

1. Mr. David Riesland, Transportation Engineer

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

Ordinance O-2122-16 was Adopted Upon Second Reading Section by Section.

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

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

Item 26, continued:

Ordinance O-2122-16 was Adopted Upon Final Reading as a Whole.

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

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

Items Submitted for the Record

1. City Council Staff Report dated September 14, 2021, from Elisabeth Muckala, Assistant City Attorney
2. Legislatively notated copy of Ordinance O-2122-16
3. Ordinance O-2122-16

Participants in discussion

1. Ms. Beth Muckala, Assistant City Attorney
2. Ms. Lora Hoggatt, Planning Services Manager

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## MISCELLANEOUS DISCUSSION

Plan Norman. Mr. Dan Munson, Ward 6, said he reviewed Plan Norman from 2018 which has a lot of good content. He said there is a page about policies and growth and one of the action items says “confirm and validate that large scale industry and large office users for which there is currently a lack of adequate sites are not the target industries for the City”. He said this says “we do not want large businesses to come to Norman”. He said there are areas of Norman that have room for large businesses and this needs to be reviewed and that comment needs to be removed from the document.

\*

Congratulation to VisitNorman. Mr. Dan Munson, Ward 6, congratulated Visit Norman for securing the 2022 Mickey Mantle 16u World Series. He said this is a great opportunity to put Norman, Oklahoma, on the map as a baseball town. He said premier athletes will be coming to Norman to play baseball. He hopes they have a great experience and want to come back to Norman.

\*

Reapportionment. Mr. Fred Pope, Ward 5, said it was interesting to hear Mr. Holman refer to the Census and the ways the data can be used. He said it has an obvious impact on reapportionment of wards. He said the proposal by the Reapportionment Committee for adjusting the ward boundaries in Norman contains elements of gerrymandering in a proclaimed effort to make neater straight lined boundaries for Norman’s wards. He said it moves the addresses of two of Norman’s City Councilmembers out of their wards. He said it is reasonable to come to the conclusion that these two Councilmembers have been redlined out of their duly elected positions.

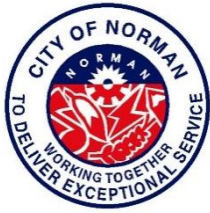
**ADJOURNMENT - The meeting adjourned at 7:41 p.m.**



**File Attachments for Item:**

2. CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-8: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER, 2021, AS DOMESTIC VIOLENCE AWARENESS MONTH IN THE CITY OF NORMAN.





## CITY OF NORMAN, OK STAFF REPORT

### Item 2

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**MEETING DATE:** 10/12/2021

**REQUESTER:** Cinthya Allen, Chief Diversity and Equity Officer

**PRESENTER:** Cinthya Allen, Chief Diversity and Equity Officer

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-8: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER, 2021, AS DOMESTIC VIOLENCE AWARENESS MONTH IN THE CITY OF NORMAN.

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## Proclamation

P-2122-8

A PROCLAMATION OF THE MAYOR OF THE CITY OF  
NORMAN, OKLAHOMA, PROCLAIMING THE MONTH  
OF OCTOBER, 2021, AS DOMESTIC VIOLENCE  
AWARENESS MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, the first Domestic Violence Awareness Month was observed in October, 1987, and has continued to expand its efforts to raise awareness to this issue which impacts lives and does not discriminate gender, race, sexual orientation, or socio-economic status; and
- § 2. WHEREAS, one in four women and one in seven men will experience domestic violence in their lifetimes, making that a statistic our community is committed to working against; and
- § 3. WHEREAS, through education and awareness it is known domestic violence is rooted in power and control. Physical violence is not the sole offense. Abuse also includes sexual, emotional, verbal, psychological, and financial abuse; and
- § 4. WHEREAS, we are grateful to the various agencies in the City of Norman which carry out the difficult and necessary work to help victims out of Domestic Violence, including, but not limited to, the Women's Resource Center, Mary Abbott Children's House, the University of Oklahoma's Women and Gender Studies Program's Center for Social Justice, and the Norman Police Department; and
- § 5. WHEREAS, as a community, we are committed to work tirelessly to educate about domestic violence to draw awareness, advocate for victims, and ensure resources are available for victims, survivors and their families;

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

- § 6. Do hereby proclaim the month of October, 2021, as Domestic Violence Awareness Month in the City of Norman, recognize the important work done by domestic violence programs, and ask all citizens to participate in activities and programs to advance awareness to improve victims' safety and hold perpetrators of domestic violence accountable.

PASSED AND APPROVED this 12 day of October, 2021.

Mayor \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk



**File Attachments for Item:**

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



## Item 3

### CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 10/12/2021

**REQUESTER:** Jim Holmes Investments, L.L.C.

**PRESENTER:**

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT OR AMENDMENT OF ORDINANCE O-2122-8 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE EAST HALF (½) OF LOT TWENTY (20), ALL OF LOTS TWENTY-ONE (21) AND TWENTY-TWO (22), AND THE WEST 8.75 FEET OF LOT TWENTY-THREE (23), IN BLOCK FOUR (4) OF W.B. BIRCHUM'S FIRST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (453 WEST GRAY STREET)

#### **SYNOPSIS:**

The applicant is requesting to rezone this property from Center City Form Based Code, Urban General (CCFBC) to Center City Planned Unit Development, CCPUD. They are seeking a CCPUD in order to utilize CCFBC uses, which allow for Medical Marijuana dispensary and Tier I and II processing without complying with the required CCFBC form standards for the existing building. The applicant is requesting to maintain and/or replace existing signs with a sign of the same square footage. Any new signs will comply with 704 (N) of the CCFBC.

#### **CCPUD BACKGROUND:**

During the review of the Center City Form Based Code, the question was asked, what to do with applications that need or want an option to vary from the regulations within the CCFBC? The option, establish Appendix B, Sec. 520 Center City Planned Unit Development, within the Center City Form-Based Code. Appendix B was included to provide an alternative zoning district for the Center City Area as defined in the Center City Form Based Code (CCFBC). This process of requesting a CCPUD gives Planning Commission and City Council the opportunity to review the proposal within the Center City area.

## Appendix B

### Sec. 520 Center City Planned Unit Development

**A. Statement of Purpose:** *It is the intent of this section to provide an alternative zoning district for the Center City Area as defined in the Center City Form Based Code (CCFBC). This Center City Planned Unit Development District (CCPUD) is specifically catering to the Center City Area because of the size of lots, the lack of vacant land and other distinguishing characteristics in this area that make the use of the existing PUD regulations not feasible. The CCPUD encourages developments that create the character of development envisioned in the CCFBC.*

*Specifically, the purposes of this section are to:*

- 1. Provide an alternative zoning district to the CCFBC where a property owner proposes a development that does not meet the strict regulations required in the CCFBC.*
- 2. Provide open space/street space that is compatible with the concepts of the CCFBC.*
- 3. Provide comprehensive and innovative planning and design for a development which is consistent and compatible with surrounding developments.*
- 4. Provide more efficient and economic use of land resulting in an urban/pedestrian environment.*
- 5. Provide complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.*
- 6. Encourage developments that achieve community goals, such as, but not limited to, aging in place, or affording housing, or other emerging trends in housing, that may not be able to meet all the required elements of the Center City Form Based Code.*

### **ANALYSIS:**

The applicant provided a CCPUD Narrative which outlines the proposed uses and applicable regulations for this property.

### **PARTICULARS OF THIS CCPUD:**

**USES:** The CCPUD Narrative states that the property's allowable uses shall be as follows:

- Medical Marijuana Dispensary,
- Tier I Medical Marijuana Processor, as allowed by state law,
- Tier II Medical Marijuana Processor, as allowed by state law,
- Office Uses as listed in Exhibit C,
- Bar, lounge, or tavern, subject to the applicable requirements of Section 704.F of the CCFBC, as may be amended from time to time,
- Restaurant. A restaurant may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered, and
- Variety of Commercial and Civic use as listed in Exhibit C.

It should be noted that the property is currently allowed these uses under the Urban General Frontage of the Center City Form Based Code District. As mentioned earlier in this report, in order to utilize the medical marijuana uses afforded under the CCFBC District, the structure must

comply with the form requirements of the code but the applicant wishes to utilize the existing building.

**SITE PLAN AND ACCESS:** The existing structure and parking lot at 453 W Gray Street is to remain as is, with interior remodeling as needed. Access to the parking will remain off of Gray Street as well as the alleyway behind the building.

**HEIGHT:** The CCPUD Narrative states that the existing building will remain in its current configuration of one story. It further states that if redevelopment occurs the property shall comply with the CCFBC regarding building height requirements.

**ELEMENTS:** The CCPUD Narrative states the existing building will remain in its current condition, but if redevelopment occurs, it will comply with the Element aspects as required in the CCFBC.

**PARKING:** The existing parking lot at 453 W Gray Street is to remain.

**LANDSCAPING/OPEN SPACE:** The CCPUD Narrative states that if redevelopment occurs, the property will then comply with the open space requirements of CCFBC Urban General Frontage.

**SIGNAGE:** The CCPUD Narrative states that the existing signs on the building shall be allowed to remain. It additionally states that the existing signs shall be allowed to be repaired, updated or replaced as long as the area for the sign remains the same. All other new signs shall comply with the signage provisions Section 402.N of the CCFBC.

### **DISCUSSION:**

Staff reviewed this CCPUD and does not see a negative impact on the intent of the CCFBC. The existing building has been vacant for some time and the applicant's proposed use will help bring commercial activity back to this section of Gray Street. The applicant will be housing all activities within the existing building with no outside storage or activity beyond the customer and employee parking lot.

### **OTHER AGENCY COMMENTS:**

**PUBLIC WORKS:** Water, sewer and drainage infrastructure are existing for this site. If the property is redeveloped, it will have to meet floodplain ordinance requirements since it is located in the Imhoff Creek floodplain. It should also be noted that due to floodway restrictions, this lot can never be redeveloped outside the current footprint of the existing building.

### **PREDEVELOPMENT PD21-21 - June 24, 2021**

No neighbors attended the predevelopment meeting for this proposal.

### **RECOMMENDATION:**

Staff forwards this request and Ordinance No. O-2122-8 for City Council's consideration. At their meeting of September 9, 2021, Planning Commission recommended adoption of Ordinance O-2122-8 by a vote of 4-2.

O-2122-8

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

- § 1. WHEREAS, Jim Holmes Investments, L.L.C., the owners of the hereinafter described property, have made application to have the subject property removed from the CCFBC, Center City Form-Based Code, and placed in the CCPUD, Center City Planned Unit Development; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the CCFBC, Center City Form-Based Code, and place the same in the CCPUD, Center City Planned Unit Development, to wit:

The East  $\frac{1}{2}$  of Lot Twenty (E  $\frac{1}{2}$  20), all of Lots Twenty-One (21), and Twenty-Two (22), and the West 8.75 feet of Lot Twenty-Three (W 8.75 feet of Lot 23), in Block Four of W.B. Birchum's First Addition to the City of Norman, according to the recorded plat thereof.

Containing 0.22 acres, more or less.

§ 5. Further, pursuant to the provisions of Section 22:429.7 Appendix B of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the CCPUD Narrative and the Site Development Plan, considered by the Planning Commission on September 9, 2021, and supporting documentation submitted by the applicant and reviewed by the Planning Commission, and made a part hereof.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

NOT ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)



# 453 W GRAY

*A Center City Planned Unit Development*

Applicant: Jim Holmes Investments LLC

453 W Gray Street  
Norman, Oklahoma

Application for:

Center City Planned Unit Development

Submitted July 2, 2021

Revised August 3, 2021

PREPARED BY:

**RIEGER LAW GROUP PLLC**

136 Thompson Drive  
Norman, Oklahoma 73069

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## I. INTRODUCTION

A. **Background and Intent.** This Center City Planned Unit Development (“CCPUD”) is proposed by Jim Holmes Investments LLC (the “**Applicant**”) for the property located at 453 W. Gray Street, Norman, Oklahoma, more particularly described on **Exhibit A** (the “**Property**”). The Property contains approximately 0.22 acres. This CCPUD seeks to allow for the existing building to remain on the Property as a non-conforming structure while utilizing the allowable uses under the existing CCFBC designation for the Property. This CCPUD will allow for an existing building to remain in its current location, instead of requiring demolition and redevelopment of the Property as required by a strict reading of the CCFBC in order for the Applicant to utilize the Property’s allowable uses under its current CCFBC designation. By allowing the current building to remain, this CCPUD will allow for relaxed development and design criteria on the Property in furtherance of the stated goals of the Project Plan that could not otherwise occur under the applicable provisions of the Norman Center City Form-Based Code (“CCFBC”).

## II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. **Location.** The Property is situated at the Northeast Corner of West Gray Street and North Lahoma Avenue intersection.
- B. **Existing Land Use and Zoning.** The Property is located in the Center City Form Based Code (“CCFBC”) District. The Property located within the CCFBC Urban General Building Form Standard. The Property is improved with the office building this CCPUD seeks to preserve.
- C. **Elevation and Topography.** The Property is essentially flat with little elevation change throughout the entirety of the development. The Property is covered with pavement and the existing structure with little to no pervious surface.
- D. **Drainage.** The drainage on the Property shall remain unchanged. In the event of redevelopment, the Property shall meet or exceed all applicable drainage ordinances.
- E. **Utility Services.** No change to utility services is necessary. All necessary utilities for the Property (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary proximity to serve the Property.
- F. **Fire Protection Services.** No change is necessary. Fire protection services will be provided by the City of Norman Fire Department and by the Owner of the Property where required by building and fire protection codes in the structures.
- G. **Traffic Circulation and Access.** No change to traffic circulation or access is requested.

### III. DEVELOPMENT PLAN AND DESIGN CONCEPT

#### A. Permissible Uses.

The Property is currently zoned CCFBC, Urban General BFS designation, with a CCFBC Legacy Zoning of C-1, Local Commercial District. This CCPUD seeks to utilize the allowable uses for the CCFBC Urban General BFS designation, while retaining the existing building on the Property. Therefore, the allowable uses are attached hereto as Exhibit C.

In the event of redevelopment in compliance with the then applicable requirements of CCFBC Urban General designation, the Property may be used for any then existing allowable uses under the Urban General designation.

#### B. Development Criteria.

1. **Siting.** The existing building shall be allowed to remain in its existing location on the Property. In the event of redevelopment, the new building shall be required to comply with the then existing applicable siting requirements of CCFBC Urban General designation and applicable restrictions of the Flood Hazard District.
2. **Building Height.** The existing building is single story. In the event of redevelopment, the new building shall comply with the building height requirements applicable to CCFBC Urban General designation, as may be amended from time to time.
3. **Elements.** The existing building shall be allowed to remain in its existing condition. In the event of redevelopment, the new building shall be required to comply with the then existing applicable element requirements of CCFBC Urban General designation.
4. **Signage.** Unless expressly allowed herein, all new signage for the Property shall comply with Section 402(N), Signage, of the CCFBC, as amended thereafter. Existing signage, including, but not limited to, the existing Jim Holmes Insurance sign, shall be allowed to remain. The existing signage may be repaired, updated, renovated, or replaced so long as the replacement signage contains substantially the same footprint as the existing signage being repaired, updated, renovated, or replaced, as the case may be. Additionally, each individual leasable unit within the Property shall be allowed to have its own identification sign similar to the signs that currently exist on the building. An example of an allowable identification sign is attached as **Exhibit D**. New tenant identification signage or replacement of existing identification signage may be allowed to exceed the height and/or size restrictions of Section 402(N) of the CCFBC, so long as the new or replacement identification does not

substantially exceed the size or square footage of the existing identification signage on the building. For clarity purposes, it is the intent of this provision to allow each Tenant to have an identification sign similar to the sign attached as **Exhibit D**.

5. **Traffic access and sidewalks.** Access to the Property shall remain as it is currently existing. In the event of redevelopment, traffic access and sidewalks on the Property shall comply with the then existing applicable requirements of CCFBC Urban General designation.
6. **Open Space.** Open space for the Property shall remain as currently exists. In the event of redevelopment, the Property shall comply with the then existing applicable open space requirements of CCFBC Urban General designation.
7. **Parking.** The Property shall utilize its current parking layout. In the event of redevelopment, the Property shall comply with the then existing applicable parking requirements of CCFBC Urban General designation.

**EXHIBIT A****LEGAL DESCRIPTION OF THE PROPERTY**

The East ½ of Lot Twenty (E ½ 20), all of Lots Twenty-One (21), and Twenty-Two (22), and the West 8.75 feet of Lot Twenty-Three (W 8.75 feet of Lot 23), in Block Four of W.B. Birchum's First Addition to the City of Norman, according to the recorded plat thereof.

**EXHIBIT B****SITE DEVELOPMENT PLAN**

No change to the site is proposed. An existing aerial is included here. In the event of redevelopment of the Property, any new construction shall comply with the then applicable provisions of the CCFBC.



**EXHIBIT C**  
**ALLOWABLE USES**

- Art Gallery.
- Amusement/Entertainment/Recreation Enterprises.
- Assembly Halls of non-profit corporations.
- Libraries.
- Museums.
- Music Conservatories.
- Office buildings and office uses.
- Trade schools and schools for vocational training.
- Churches.
- Child Care Center.
- Antique shop.
- Appliance Store.
- Artist materials supply, or studio.
- Automobile parking lots.
- Automobile supply store.
- Automobile sales and service.
- Baby shop.
- Bar, lounge, or tavern, subject to the applicable requirements of Section 704.F of the CCFBC, as may be amended from time to time.
- Bakery goods store/ Bakery.
- Bank.
- Barber shop, or beauty parlor.
- Book or stationery store.
- Camera shop.
- Candy store.
- Carpenter Shop.
- Catering establishment.
- Childcare establishment.
- Cleaning and/or dyeing shop or service.
- Clothing or apparel store.
- Coffee house or coffee shop.
- Commercial uses/shops/or services.
- Dairy products or ice cream store.
- Delicatessen store.
- Dress shop.
- Drug store or fountain.
- Dry Cleaning and Laundry Establishment.
- Dry goods store.
- Electric Sales or Services.

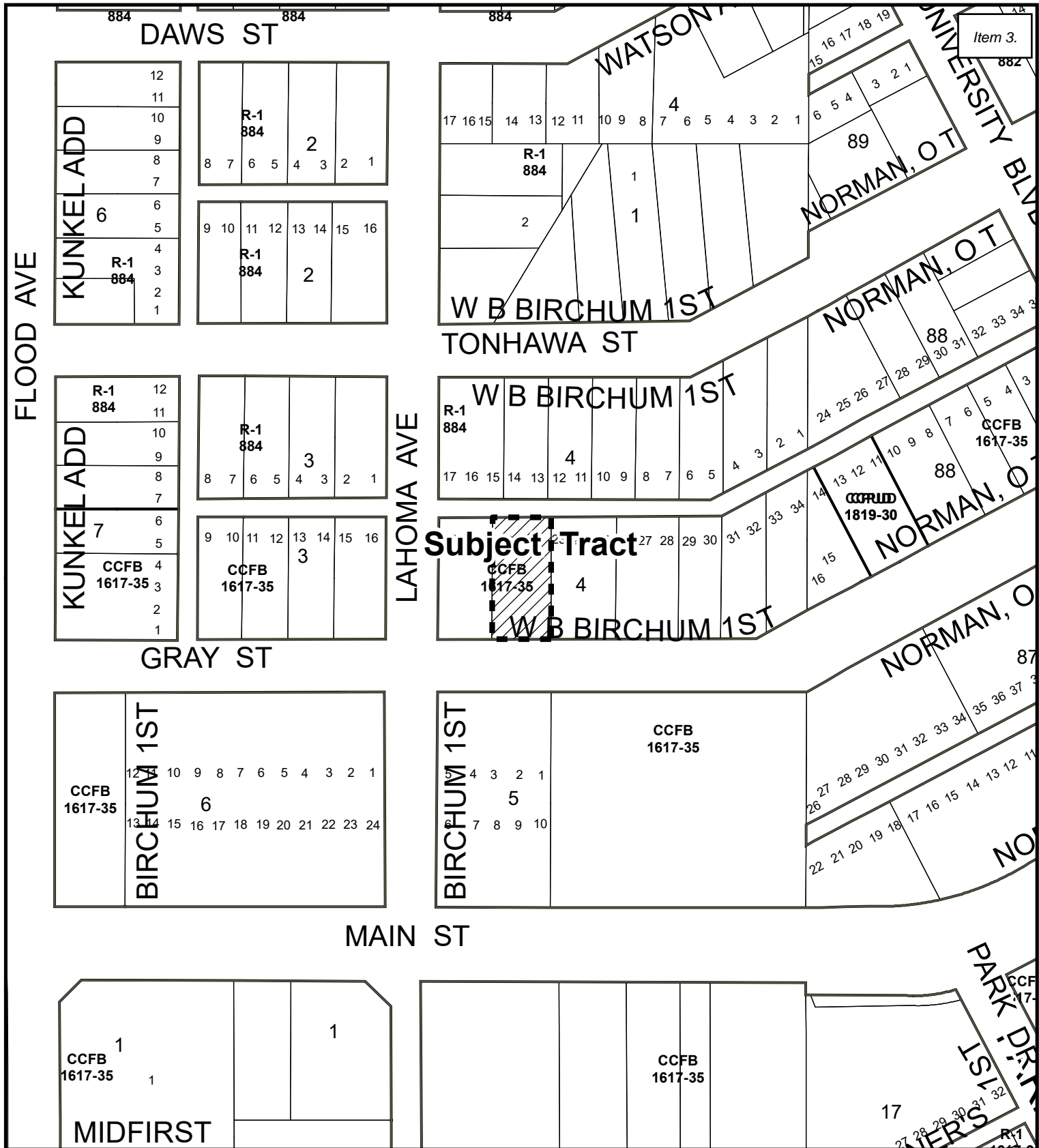


- Electric Transmission Station.
- Feed and Fuel Store.
- Frozen Food locker.
- Fabric or notion store.
- Fitness/Gym.
- Florist.
- Furniture Store.
- Glass Shop.
- Gift Shop.
- Grocery or supermarket.
- Hardware store.
- Heating, ventilating, plumbing, or similar service, sales, or supply store.
- Hotel or motel.
- Interior decorating store.
- Jewelry shop.
- Key shop.
- Leather Store and/or Leather Goods Store.
- Medical Marijuana Dispensary, as allowed by state law.
- Music, Radio, Electronics, or Television Store.
- Outdoor advertising signs.
- Painting and decorating shop.
- Pawn Shop.
- Printing Plant or Shop.
- Pet shop.
- Pharmacy.
- Photographer's studio.
- Research and Development.
- Restaurant. A restaurant may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Retail Shops or Stores.
- Retail spirits store/Liquor store.
- Sign painting shop.
- Self-service laundry.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Small animal hospital/vet.
- Storage warehouse.
- Tailor shop.

- Theater (excluding drive-in theaters), including one that sells alcoholic beverages in compliance with state law.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.
- Toy store.
- Trade Shops or Services.
- Used auto sales.
- Wholesale distributing center.

**EXHIBIT D**  
**Examples of Allowable Tenant Identification Signs**

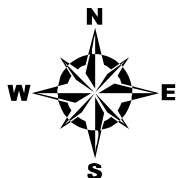




# Location Map



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 75 150 Ft.



Subject Tract



Zoning

ORDINANCE NO. O-2122-8

ITEM NO. 16

**STAFF REPORT****GENERAL INFORMATION**

APPLICANT	Jim Holmes Investments, L.L.C.
REQUESTED ACTION	Rezoning to CCPUD, Center City Planned Unit Development
EXISTING ZONING	Center City Form-Based Code, Urban General Frontage
SURROUNDING ZONING	North: R-1, Single Family Dwelling District East: CCFBC, Urban General South: CCFBC, Urban General West: CCFBC, Urban General
LOCATION	453 W. Gray Street
SIZE	0.22 acres, more or less
PURPOSE	Medical Marijuana Dispensary with Tier I and Tier II processing
EXISTING LAND USE	Commercial Strip Center with three tenant spaces, one of which is occupied by Jim Holmes Insurance
SURROUNDING LAND USE	North: Single Family Residential East: Betty Lou's Flower Shop South: Sprouts Grocery Store West: Vacant Tenant Space
LAND USE PLAN DESIGNATION	Floodway

**SYNOPSIS:** The applicant is requesting to rezone this property from Center City Form Based Code, Urban General (CCFBC) to Center City Planned Unit Development, CCPUD. They are seeking a CCPUD in order to utilize CCFBC uses, which allow for Medical Marijuana dispensary and Tier I and II processing without complying with the required CCFBC form standards for the existing building. The applicant is requesting to maintain and/or replace existing signs with a sign of the same square footage. Any new signs will comply with 704 (N) of the CCFB Code.

**CCPUD BACKGROUND:** During the review of the Center City Form Based Code question was asked, what to do with applications that need or want an option to vary from the regulations within the CCFBC? The option, establish Appendix B, Sec. 520 Center City Planned Unit Development, within the Center City Form-Based Code. Appendix B was included to provide an alternative zoning district for the Center City Area as defined in the Center City Form Based Code (CCFBC). This process of requesting a CCPUD gives Planning Commission and City Council the opportunity to review the proposal within the Center City area.

## Appendix B

### Sec. 520 Center City Planned Unit Development

**A. Statement of Purpose:** *It is the intent of this section to provide an alternative zoning district for the Center City Area as defined in the Center City Form Based Code (CCFBC). This Center City Planned Unit Development District (CCPUD) is specifically catering to the Center City Area because of the size of lots, the lack of vacant land and other distinguishing characteristics in this area that make the use of the existing PUD regulations not feasible. The CCPUD encourages developments that create the character of development envisioned in the CCFBC.*

*Specifically, the purposes of this section are to:*

- 1. Provide an alternative zoning district to the CCFBC where a property owner proposes a development that does not meet the strict regulations required in the CCFBC.*
- 2. Provide open space/street space that is compatible with the concepts of the CCFBC.*
- 3. Provide comprehensive and innovative planning and design for a development which is consistent and compatible with surrounding developments.*
- 4. Provide more efficient and economic use of land resulting in an urban/pedestrian environment.*
- 5. Provide complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.*
- 6. Encourage developments that achieve community goals, such as, but not limited to, aging in place, or affording housing, or other emerging trends in housing, that may not be able to meet all the required elements of the Center City Form Based Code.*

**ANALYSIS:** The applicant provided a CCPUD Narrative which outlines the proposed uses and applicable regulations for this property.

### **PARTICULARS OF THIS CCPUD:**

1. **USES** The CCPUD Narrative states that the property's allowable uses shall be as follows:
  - Medical Marijuana Dispensary,
  - Tier I Medical Marijuana Processor, as allowed by state law,
  - Tier II Medical Marijuana Processor, as allowed by state law,
  - Office Uses as listed in Exhibit C,
  - Bar, lounge, or tavern, subject to the applicable requirements of Section 704.F of the CCFBC, as may be amended from time to time,

- Restaurant. A restaurant may include live entertainment and/or a dance floor (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered, and
- Variety of Commercial and Civic use as listed in Exhibit C.

It should be noted that the property is currently allowed these uses under the Urban General Frontage of the Center City Form Based Code District. As mentioned earlier in this report, in order to utilize the medical marijuana uses afforded under the CCFBC District, the structure must comply with the form requirements of the code but the applicant wishes to utilize the existing building.

2. **SITE PLAN AND ACCESS** The existing structure and parking lot at 453 W Gray Street is to remain as is, with interior remodeling as needed. Access to the parking will remain off of Gray Street as well as the alleyway behind the building.
3. **HEIGHT** The CCPUD Narrative states that the existing building will remain in its current configuration of one story. It further states that if redevelopment occurs the property shall comply with the CCFBC regarding building height requirements.
4. **ELEMENTS** The CCPUD Narrative states the existing building will remain in its current condition, but if redevelopment occurs, it will comply with the Element aspects as required in the CCFBC.
5. **PARKING** The existing parking lot at 453 W Gray Street is to remain.
6. **LANDSCAPING/OPEN SPACE** The CCPUD Narrative states that if redevelopment occurs, the property will then comply with the open space requirements of CCFBC Urban General Frontage.
7. **SIGNAGE** The CCPUD Narrative states that the existing signs on the building shall be allowed to remain. It additionally states that the existing signs shall be allowed to be repaired, updated or replaced as long as the area for the sign remains the same. All other new signs shall comply with the signage provisions Section 402.N of the CCFBC.

**DISCUSSION:** Staff reviewed this CCPUD and does not see a negative impact on the intent of the CCFBC. The existing building has been vacant for some time and the applicant's proposed use will help bring commercial activity back to this section of Gray Street. The applicant will be housing all activities within the existing building with no outside storage or activity beyond the customer and employee parking lot.

**OTHER AGENCY COMMENTS:**

- **PUBLIC WORKS** Water, sewer and drainage infrastructure are existing for this site. If the property is redeveloped, it will have to meet floodplain ordinance requirements since it is located in the Imhoff Creek floodplain. It should also be noted that due to floodway restrictions, this lot can never be redeveloped outside the current footprint of the existing building.

• **PREDEVELOPMENT PD21-21** **June 24, 2021**

No neighbors attended the predevelopment meeting for this proposal.

**CONCLUSION:** Staff forwards this request and Ordinance No. O-2122-8 for your consideration.



**Applicant:** Jim Holmes Investments, L.L.C.

**Project Location:** 453 W. Gray Street

**Case Number:** PD21-21

**Time:** 6:00 p.m.

**Applicant/Representative**

Jim Holmes

**Attendees**

Lee Hall

Brenda Parker

Chris Martin

**City Staff**

**Application Summary**

**Neighbor's Comments/Concerns/Responses**

There were not any neighbors in attendance at the Pre-Development meeting.

**NORMAN PLANNING COMMISSION  
REGULAR SESSION MINUTES**

**SEPTEMBER 9, 2021**

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9<sup>th</sup> day of September, 2021.

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

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

\* \* \*

**ROLL CALL**

**MEMBERS PRESENT**

Steven McDaniel  
Erica Bird  
Lark Zink  
Dave Boeck  
Sandy Bahan  
Michael Jablonski

**MEMBERS ABSENT**

Erin Williford  
Nouman Jan

A quorum was present.

**STAFF MEMBERS PRESENT**

Jane Hudson, Director, Planning &  
Community Development  
Lora Hoggatt, Planning Services Manager  
Logan Hubble, Planner I  
Anais Starr, Planner II  
Roné Tromble, Recording Secretary  
Ken Danner, Subdivision Development  
Manager  
Jack Burdett, Subdivision Development  
Coordinator  
Todd McLellan, Development Engineer  
Bryce Holland, Multimedia Specialist  
Beth Muckala, Asst. City Attorney  
Heather Poole, Asst. City Attorney  
Jami Short, Traffic Engineer

\* \* \*

Item No. 16, being:

**O-2122-8 – JIM HOLMES INVESTMENTS, L.L.C. REQUESTS REZONING FROM CCFBC, URBAN GENERAL FRONTAGE, TO CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 0.22 ACRES OF PROPERTY LOCATED AT 453 W. GRAY STREET.**

**ITEMS SUBMITTED FOR THE RECORD:**

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

**PRESENTATION BY STAFF:**

1. Ms. Anais Starr presented the staff report. Protests were received on this item, which represented 0.72% of the notification area.

**PRESENTATION BY THE APPLICANT:**

1. Mr. Gunner Joyce, Rieger Law Group, representing the applicant
2. Mr. Chris Martin, prospective tenant
3. Ms. Elizabeth Muckala, Assistant City Attorney
4. Mr. Todd McLellan, Development Engineer

**AUDIENCE PARTICIPATION:**

None

**DISCUSSION AND ACTION BY THE PLANNING COMMISSION:**

*Steven McDaniel moved to recommend adoption of Ordinance No. O-2122-8 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

Steven McDaniel, Erica Bird, Dave Boeck, Michael Jablonski

NAYES

Lark Zink, Sandy Bahan

MEMBERS ABSENT

Erin Williford, Nouman Jan

The motion, to recommend adoption of Ordinance No. O-2122-8 to City Council, passed by a vote of 4-2.

\*\*\*

RECESS

8:31 to 8:41

\*\*\*

**File Attachments for Item:**

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

**Item 4****CITY OF NORMAN, OK  
STAFF REPORT**

---

**MEETING DATE:** 10/12/2021

**REQUESTER:** East Village at 12<sup>th</sup> Avenue, L.L.C.

**PRESENTER:** Jane Hudson, Director of Planning and Community Development

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

---

**SYNOPSIS:**

The applicant, East Village at 12<sup>th</sup> Avenue, L.L.C., is requesting a SPUD, Simple Planned Unit Development, to amend a portion of the existing PUD, Planned Unit Development, O-0405-43 (the "NOAH PUD"). This amendment will allow for additional commercial uses on the ground floor retail units.

**HISTORY:**

The City of Norman rezoned the 2.75-acre property to a Planned Unit Development, Ordinance O-0203-24, in 2003. 78 Robinson, L.L.C., amended the PUD to its current permitted uses and Site Development Plan, Ordinance O-0405-43, in 2005. The original PUD was approved before the addition of the SPUD, Simple Planned Unit Developments, section in the City Zoning Ordinance.

**ZONING ORDINANCE CITATION:**

**SEC. 420.05 SIMPLE PLANNED UNIT DEVELOPMENTS**

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

provides for the following:

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

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

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

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

**EXISTING ZONING:** The property is currently zoned PUD, Planned Unit Development. This PUD District allows for mixed uses on the east side of the site, consisting of retail uses on the ground floor and three stories of multi-family residential uses above. The west side of the site allows for three story, single-family, owner-occupied town homes.

**ANALYSIS:** The particulars of this SPUD include:

**USE** The SPUD Narrative includes a mixture of office and commercial uses with three stories of multi-family residential use above. The full list of allowed office and commercial uses can be found in Exhibit C of the SPUD Narrative.

1. **OPEN SPACE** The applicant is requesting no change to open space.
2. **PARKING** The SPUD Narrative states that the property shall comply with Norman's parking standards, as amended from time to time.
3. **SITE PLAN/ACCESS** The applicant is not requesting a change to the site plan or traffic access. The developed site can be seen in Exhibit B of the SPUD Narrative.
4. **AREA REGULATIONS** The development's setbacks and coverages will continue to be governed by the existing Site Development Plan and Design Criteria. The applicant is not requesting a change to area regulations. This site is completely developed out.
5. **LANDSCAPING** The landscape will remain in its existing layout. The applicant is not requesting a change to landscape requirements.
6. **SIGNAGE** The applicant is not requesting a change to signage requirements. All signage will continue to comply with the requirements of the City of Norman Sign Code for commercial uses.

7. **LIGHTING** All new exterior lighting will comply with the Commercial Outdoor Lighting Standards, as amended from time to time.
8. **HEIGHT** The mixed-use buildings will remain at their current heights, which do not exceed four stories. The applicant is not requesting a change to existing buildings.

#### **ALTERNATIVES/ISSUES:**

- **IMPACTS** This amendment will not increase the intensity of uses allowed on the site. The applicant is attempting to amend the PUD (as a SPUD) to allow for the same local commercial uses allowed by the City of Norman Zoning Ordinance. The change in allowed uses is not expected to increase traffic for surrounding properties.

#### **OTHER AGENCY COMMENTS:**

- **PUBLIC WORKS** The property is platted. Rights-of-way and easements have been dedicated. All public improvements are installed and accepted. Access locations are existing.
- **PRE-DEVELOPMENT PD21-22 - June 24, 2021** One neighbor attended only to hear the applicant's proposed plans and did not have any issues with the application.

#### **RECOMMENDATION:**

Staff forwards this request and Ordinance O-2122-9 for City Council's consideration. Planning Commission, at their September 9, 2021 meeting, recommended adoption of Ordinance O-2122-9 by a vote of 4-2.

O-2122-9

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE ALL OF LOTS ONE (1), TWO (2) AND THREE (3) OF EAST VILLAGE A PLANNED UNIT DEVELOPMENT, A REPLAT OF LOTS 29, 30 AND 31 OF BLOCK 1, BOYD VIEW ADDITION NO. 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (Near the Southwest corner of Lindsey Street and 12<sup>th</sup> Avenue S.E.)

- § 1. WHEREAS, East Village at 12<sup>th</sup> Avenue, L.L.C., the owners of the hereinafter described property, have made application to have the subject property removed from the PUD, Planned Unit Development District and placed in the SPUD, Simple Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the PUD, Planned Unit Development District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

All of Lots One (1), Two (2) and Three (3) of East Village, a planned unit development, a replat of Lots 29, 30 & 31 of block 1, Boyd View Addition No 2, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plats thereof.

Containing 2.75 acres, more or less.

Ordinance No. O-2122-9



Page 2

§ 5. Further, pursuant to the provisions of Section 22:420.05 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the SPUD Narrative and the Site Development Plan, approved by the Planning Commission on September 9, 2021, and supporting documentation submitted by the applicant and approved by the Planning Commission, and made a part hereof.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

NOT ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)

# EAST VILLAGE RETAIL

**SIMPLE PLANNED UNIT DEVELOPMENT  
(AN AMENDMENT TO THE EXISTING PUD)**

APPLICANT:

***EAST VILLAGE AT 12TH AVENUE, LLC***

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

July 2, 2021

Revised August 4, 2021

PREPARED BY:

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

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- F. Traffic Circulation and Access

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- B. Site Plan
- C. Allowable Uses

## **I. INTRODUCTION**

This Simple Planned Unit Development (the “SPUD”) is being submitted for the existing mixed-use buildings generally located at the Southwest corner of the 12th Avenue SE and Lindsey Street intersection, as more particularly described on **Exhibit A** (the “Property”). This SPUD solely seeks to amend the existing PUD, O-0405-43 (the “NOAH PUD”), in order to provide additional allowable uses for the ground floor retail units existing on the Property. The Property is currently zoned PUD, pursuant to the NOAH PUD, and the only change to the Property’s current zoning is for additional allowable uses, as enumerated herein. No new buildings or improvements are contemplated at this time.

## **II. PROPERTY DESCRIPTIONS; EXISTING CONDITIONS**

### **A. Location**

The Property is located at the Southwest corner of the 12th Avenue SE and Lindsey Street intersection.

### **B. Existing Land Use and Zoning**

The existing zoning is PUD, and the existing NORMAN 2025 Land Use Plan designation is Commercial and High Density Residential. No change is requested to the NORMAN 2025 designation.

### **C. Elevation and Topography; Drainage**

The Property is improved with three existing mixed-use structures. The topography and drainage of the Property will remain unchanged.

### **D. Utility Services**

The necessary utility services for this project are already located on or near the Property as this is an already developed location. No change to the existing utility services is necessary.

### **E. Fire Protection Services**

Fire protection services are as provided by the City of Norman Fire Department and per the City of Norman regulations for such. No change to the existing services is necessary.

### **F. Traffic Circulation and Access**

Traffic circulation and access on the Property shall remain in its current condition.

## **III. DEVELOPMENT PLAN AND DESIGN CONCEPT**

**A. Uses Permitted**

The Property is already developed as a mixed-use development with retail uses along the bottom floor and three stories of multi-family residential uses above. The only requested change is to allow for additional retail uses on the ground floor. Therefore, the upper stories shall retain their current multi-family residential allowable uses. The allowable uses for the ground floor units are enumerated on Exhibit C.

**B. Site Plan**

The existing developed site is shown on **Exhibit B**. The open space and landscaping shall remain in its current existing layout.

**C. Traffic access/circulation/sidewalks**

No change to the Property's existing traffic access, circulation, or sidewalks is requested.

**D. Signage**

All signage shall comply with the applicable requirements contained in the City of Norman Sign Code, Chapter 18, for the commercial uses, as amended from time to time.

**E. Lighting**

All new exterior lighting shall comply with the applicable provisions of the City of Norman's Commercial Outdoor Lighting Standards, as the same may be amended from time to time.

**F. Height**

The mixed-use retail/residential buildings will remain at their current heights, which do not exceed four stories in height. No change to the existing buildings is contemplated at this time.

**G. Parking**

The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

**EXHIBIT A**

## Legal Description of the Property

All of Lots One (1), Two (2) and Three (3) of East Village, a planned unit development, a replat of Lots 29, 30 & 31 of block 1, Boyd View Addition No 2, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plats thereof.

**EXHIBIT B****Existing Site Plan**

No change to the site is proposed. An existing aerial is included here.

Lots 1 – 3 of East Village,  
a Planned Unit Development



**EXHIBIT C**  
Allowable Uses

**Ground Floor Retail Uses**

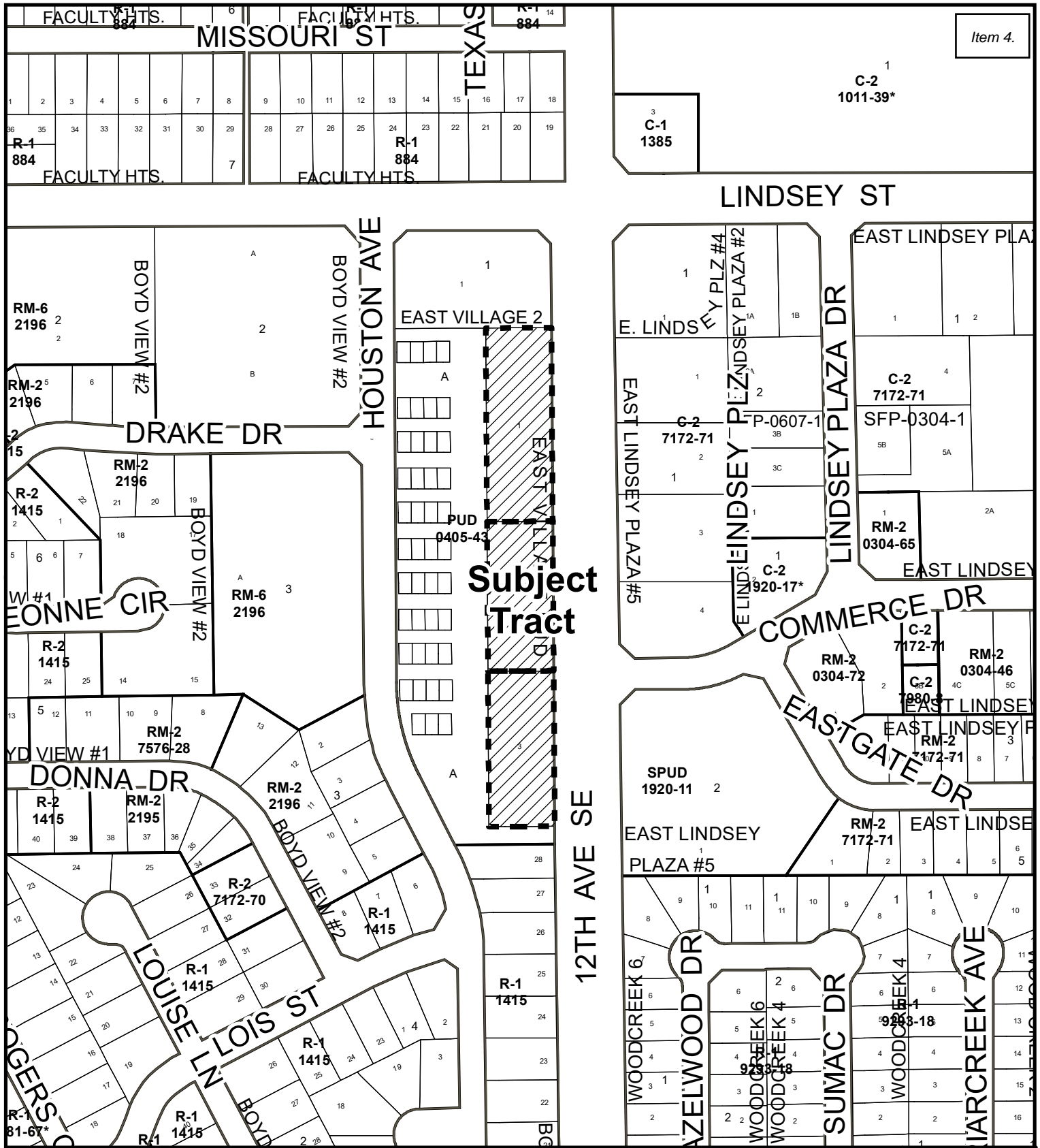
- Art Gallery/Studio.
- Assembly Halls of non-profit corporations.
- Libraries.
- Museums.
- Music Conservatories.
- Office buildings and office uses.
- Trade schools and schools for vocational training.
- Churches.
- Child Care Center.
- Short-term rentals.
- Antique shop.
- Appliance Store.
- Artist materials supply, or studio.
- Automobile parking lots.
- Automobile supply store.
- Baby shop.
- Bakery/Baked Goods store.
- Bank.
- Barber shop, or beauty parlor.
- Book or stationery store.
- Camera shop.
- Candy store.
- Catering establishment.
- Child Care / Day Care establishment.
- Clothing or apparel store.
- Coffee house or coffee shop.
- Commercial uses/shops/or services.
- Dairy products or ice cream store.
- Delicatessen store.
- Dress shop.
- Drug store or fountain.
- Dry Cleaning and Laundry Establishment.
- Dry goods store.
- Fabric or notion store.
- Florist/Flower Shop.
- Furniture Store.
- Gift Shop.



- Grocery or supermarket.
- Hardware store.
- Hotel or motel.
- Interior decorating store.
- Jewelry shop.
- Key shop.
- Leather Store and/or Leather Goods Store.
- Locksmith.
- Medical Marijuana Dispensary, as allowed by state law.
- Music, Radio, Electronics, Telephone, or Television Store.
- Outdoor Patio.
- Painting and decorating shop.
- Pet shop/or Small Animal Hospital.
- Pharmacy.
- Photographer's studio.
- Restaurant/Bar/Lounge/Tavern
  - may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Retail Shops or Stores.
- Retail spirits store/Liquor store.
- Spa or Similar Establishment.
- Smoke, Tobacco, Vape, or Similar Shop.
- Self-service laundry.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Sign Store/Printing Store.
- T-Shirt Printing or Similar Sales or Services.
- Tanning Spa or Tanning Establishment.
- Tailor shop.
- Theater (excluding drive-in theaters), Bowling Alley, Arcade, or Similar Establishments, including those that sell alcoholic beverages in compliance with state law.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.
- Toy store.

### **Residential Uses for Upper Stories**

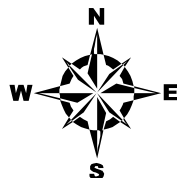
- Multifamily Residential Units are allowed on the upper stories.



# 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.

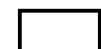


June 8, 2021

0 125 250 Ft.



Subject Tract



Zoning

ORDINANCE NO. O-2122-9

ITEM NO. 17

**STAFF REPORT****GENERAL INFORMATION**

APPLICANT	East Village at 12 <sup>th</sup> Avenue, L.L.C.
REQUESTED ACTION	Simple Planned Unit Development (SPUD) to amend the approved uses with the Planned Unit Development established by Ordinance No. O-0405-43
EXISTING ZONING	PUD, Planned Unit Development District
SURROUNDING ZONING	North: Planned Unit Development, PUD, O-0405-43 East: C-2, General Commercial District South: R-1, Single Family Dwelling District West: RM-6, Medium Density Apartment District and RM-2, Low Density Apartment District
LOCATION	Near the southwest corner of Lindsey Street and 12 <sup>th</sup> Avenue S.E.
SIZE	2.75 acres, more or less
PURPOSE	Allow for more commercial uses
EXISTING LAND USE	Mixed Use
SURROUNDING LAND USE	North: Commercial East: Commercial South: Residential West: Residential
2025 LAND USE PLAN DESIGNATION	High Density Residential and Commercial

**SYNOPSIS:** The applicant is requesting a SPUD, Simple Planned Unit Development, to amend a portion of the existing PUD, Planned Unit Development, O-0405-43 (the "NOAH PUD"). This amendment will allow for additional commercial uses on the ground floor retail units.

**HISTORY:** The City of Norman rezoned the 2.75-acre property to a Planned Unit Development, Ordinance No. O-0203-24, in 2003. 78 Robinson, L.L.C., amended the PUD to its

current permitted uses and Site Development Plan, Ordinance No. O-0405-43, in 2005. The original PUD was approved before the addition of the SPUD, Simple Planned Unit Developments, section in the City Zoning Ordinance.

**ZONING ORDINANCE CITATION:**

**SEC. 420.05 SIMPLE PLANNED UNIT DEVELOPMENTS**

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

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

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

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

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

**EXISTING ZONING:** The property is currently zoned PUD, Planned Unit Development. This PUD District allows for mixed uses on the east side of the site, consisting of retail uses on the ground floor and three stories of multi-family residential uses above. The west side of the site allows for three story, single-family, owner-occupied town homes.

**ANALYSIS:** The particulars of this SPUD include:

1. **USE** The SPUD Narrative includes a mixture of office and commercial uses with three stories of multi-family residential use above. The full list of allowed office and commercial uses can be found in Exhibit C of the SPUD Narrative.
2. **OPEN SPACE** The applicant is requesting no change to open space.
3. **PARKING** The SPUD Narrative states that the property shall comply with Norman's parking standards, as amended from time to time.
4. **SITE PLAN/ACCESS** The applicant is not requesting a change to the site plan or traffic access. The developed site can be seen in Exhibit B of the SPUD Narrative.
5. **AREA REGULATIONS** The development's setbacks and coverages will continue to be governed by the existing Site Development Plan and Design Criteria. The applicant is not requesting a change to area regulations. This site is completely developed out.

6. **LANDSCAPING** The landscape will remain in its existing layout. The applicant is not requesting a change to landscape requirements.
7. **SIGNAGE** The applicant is not requesting a change to signage requirements. All signage will continue to comply with the requirements of the City of Norman Sign Code for commercial uses.
8. **LIGHTING** All new exterior lighting will comply with the Commercial Outdoor Lighting Standards, as amended from time to time.
9. **HEIGHT** The mixed-use buildings will remain at their current heights, which do not exceed four stories. The applicant is not requesting a change to existing buildings.

**ALTERNATIVES/ISSUES:**

- **IMPACTS** This amendment will not increase the intensity of uses allowed on the site. The applicant is attempting to amend the PUD (as a SPUD) to allow for the same local commercial uses allowed by the City of Norman Zoning Ordinance. The change in allowed uses is not expected to increase traffic for surrounding properties.

**OTHER AGENCY COMMENTS:**

- **PUBLIC WORKS** The property is platted. Rights-of-way and easements have been dedicated. All public improvements are installed and accepted. Access locations are existing.
- **PRE-DEVELOPMENT PD21-22** **June 24, 2021**  
One neighbor attended only to hear the applicant's proposed plans and did not have any issues with the application.

**CONCLUSION:** Staff forwards this request and Ordinance No. O-2122-9 for Planning Commission's consideration.

**Applicant:** East Village at 12<sup>th</sup> Avenue, LLC

**Project Location:** Near the SE corner of Rock Creek Road and 36<sup>th</sup> Avenue NW

**Case Number:** PD21-22

**Time:** 6:30 p.m.

**Applicant/Representative**

Gunner Joyce, Rieger Law Group

**Attendees**

Mustafa Ali

**City Staff**

Brevin Ghoram, Planner I

**Application Summary**

The applicant is considering an amendment of the existing PUD, Planned Unit Development.

**Neighbor's Comments/Concerns/Responses**

One neighbor attended only to hear the applicant's proposed plans and did not have any issues with the application.

**NORMAN PLANNING COMMISSION  
REGULAR SESSION MINUTES**

**SEPTEMBER 9, 2021**

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9<sup>th</sup> day of September, 2021.

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

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

\* \* \*

**ROLL CALL**

**MEMBERS PRESENT**

Steven McDaniel  
Erica Bird  
Lark Zink  
Dave Boeck  
Sandy Bahan  
Michael Jablonski

**MEMBERS ABSENT**

Erin Williford  
Nouman Jan

A quorum was present.

**STAFF MEMBERS PRESENT**

Jane Hudson, Director, Planning &  
Community Development  
Lora Hoggatt, Planning Services Manager  
Logan Hubble, Planner I  
Anais Starr, Planner II  
Roné Tromble, Recording Secretary  
Ken Danner, Subdivision Development  
Manager  
Jack Burdett, Subdivision Development  
Coordinator  
Todd McLellan, Development Engineer  
Bryce Holland, Multimedia Specialist  
Beth Muckala, Asst. City Attorney  
Heather Poole, Asst. City Attorney  
Jami Short, Traffic Engineer

\* \* \*

Item No. 17, being:

**O-2122-9 – EAST VILLAGE AT 12<sup>TH</sup> AVENUE, L.L.C. REQUESTS REZONING OF A PORTION OF THE EXISTING PUD, PLANNED UNIT DEVELOPMENT (O-0405-43), TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR 2.75 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF E. LINDSEY STREET AND 12<sup>TH</sup> AVENUE S.E.**

**ITEMS SUBMITTED FOR THE RECORD:**

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

**PRESENTATION BY STAFF:**

1. Mr. Logan Hubble presented the staff report. One protest was received on this item, which represented 7.27% of the notification area.

**PRESENTATION BY THE APPLICANT:**

1. Mr. Gunner Joyce, Rieger Law Group, representing the applicant
2. Ms. Elizabeth Muckala, Assistant City Attorney

**AUDIENCE PARTICIPATION:**

None

**DISCUSSION AND ACTION BY THE PLANNING COMMISSION:**

*Dave Boeck moved to recommend adoption of Ordinance No. O-2122-9 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	Steven McDaniel, Erica Bird, Dave Boeck, Michael Jablonski
NAYES	Lark Zink, Sandy Bahan
MEMBERS ABSENT	Erin Williford, Nouman Jan

The motion, to recommend adoption of Ordinance No. O-2122-9 to City Council, passed by a vote of 4-2.

\*\*\*



**File Attachments for Item:**

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-10 UPON FIRST READING BY TITLE:  
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE TRACT 18 OF PECAN HEIGHTS SURVEY, BEING PART OF THE NORTH HALF (N/2) OF SECTION TWENTY-SIX (26), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3766 EAST ROBINSON STREET)



## Item 5

### CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 10/12/2021

**REQUESTER:** Geoffrey Arce

**PRESENTER:** Jane Hudson, Director of Planning and Community Development

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-10 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE TRACT 18 OF PECAN HEIGHTS SURVEY, BEING PART OF THE NORTH HALF (N/2) OF SECTION TWENTY-SIX (26), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3766 EAST ROBINSON STREET)

#### **BACKGROUND:**

The applicant, Geoffrey Arce, is requesting to rezone from A-2, Rural Agricultural District, to PUD, Planned Unit Development, for approximately 5 acres to allow for a mix of uses including used or unused vehicle sales, vehicle parts and accessories sales, and uses permitted in the A-2, Rural Agricultural District.

#### **HISTORY:**

The subject property was zoned A-2, Rural Agricultural District, in December 1961. This area is predominantly zoned for residential and agricultural purposes with the exception of the property at 3900 E. Robinson St. The property at 3900 E. Robinson St. was rezoned to a PUD in 2017 to allow for the Living Hope Eating Disorder Treatment Center. This residential treatment facility and program provides meal support and dietitian and therapy groups. The patients do not have private vehicles at the facility and there is a maximum of ten patients at a time.

#### **ZONING ORDINANCE CITATION:**

##### SEC. 420 – PLANNED UNIT DEVELOPMENT

1. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the

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

Specifically, the purposes of this section are to encourage:

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

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

**EXISTING ZONING:** The existing zoning for this property is A-2, Rural Agricultural. This district allows for residential and agricultural uses by right with a list of Special Use options which require approval by City Council. The property's current zoning would not allow for a used or unused vehicle or parts dealership.

**ANALYSIS:** The particulars of this PUD include:

**USE:** The PUD Narrative lists the following uses as allowed on site:

1. Vehicle Sales (Used or Unused) of the following types (definitions in PUD Narrative):
  - a. All-Terrain Vehicle
  - b. Motorcycle
  - c. Low-Speed Electrical Vehicle
  - d. Medium-Speed Electrical Vehicle
  - e. Off-Road Motorcycle
  - f. Recreation Vehicle
  - g. Personal Watercraft
2. Parts & Accessories (for the above vehicle types) Sales
3. Detached one family dwelling
4. Church, temple or other place of worship
5. Public school or school offering general educational courses the same as ordinarily given in the public schools and having no rooms regularly used for housing or sleeping
6. Agricultural crops
7. The raising of farm animals
8. All of the following uses:
  - Country club.
  - Family day care home.
  - Golf course (excluding miniature golf courses).
  - Home occupation.
  - Library.
  - Park or playground.
  - Plant nursery.
9. Accessory buildings, including barns, sheds and other farm buildings which are not part of the main building. One guest house may be utilized provided (a) it is clearly secondary to the larger main dwelling; (b) the structure is not rented or leased, nor used as a permanent dwelling; and (c) is not a mobile home.
10. Type 2 mobile home.
11. Medical Marijuana Commercial Grower, as allowed by state law. (O-1920-4)
12. Medical Marijuana Education Facility (cultivation activities only), as allowed by state law. (O-1920-4)
13. Short-term rentals. (O-1920-56)
14. Only one main dwelling permitted.

The applicant has stated that there will be only one main dwelling unit permitted.

It is unclear what percentage of sales will take place online and what percentage will be conducted in person. Hours of operation are not specified in the PUD Narrative. The applicant will need to seek a license to become a Used Motor Vehicle Dealer through the State of Oklahoma's Used Motor Vehicle and Parts Commission in order to operate as a dealership.

**OPEN SPACE:** The open space will be as shown on the site plan. A percentage was not provided by the applicant.

**PARKING:** The PUD Narrative states the following as the “Parking Proposal” for the project: “There will be 8 available gravel parking spots for customer use (utilizing existing residential parking area).”

The Zoning Ordinance states, “All off-street parking spaces and their access roads shall be paved with an all-weather surface of asphaltic concrete, Portland cement concrete or any equivalent material acceptable to the City Engineer, and maintained such that no dust will result from continued use.” This proposal is requesting gravel parking areas and driveways.

**SITE PLAN/ACCESS:** The subject property will have one access point off E. Robinson Street. There is a proposed building to be used for the vehicle and parts sales business. A customer parking lot is proposed east of this building. There is also a proposed location for a new single-family dwelling unit. A parking area is proposed on the south side of the property to be used for the storage of available vehicles. The dumpster enclosure location has been approved by the City Sanitation Division. There are no structures proposed within the floodplain area, as shown on the site plan.

**AREA REGULATIONS:** The PUD Narrative states all structures will meet current A-2, Rural Agricultural District, setback requirements as outlined in Section 420.2 of the Zoning Ordinance.

**LANDSCAPING:** The PUD Narrative states all landscaping will meet the requirements of Section 431.8, Landscaping Requirements for Off-Street Parking Facilities.

**SIGNAGE:** Allowed signage for the proposed development will follow Office sign standards in Chapter 18, Sign Regulations. The PUD Narrative goes on to say the location of the sign is on the site plan and “signage will be a 4’x5’ horizontally oriented 2’x4’ framed plywood sign, with low intensity LED strips attached to the inside of the frame so that light is emitted onto painted, non-reflective, signage image.”

**LIGHTING:** The PUD Narrative says all lighting will follow Section 431.6, Commercial Outdoor Lighting Standards, and will be directed inward and away from adjacent properties.

**FENCING:** The PUD Narrative states, “Fencing shall meet residential zoned height requirements according to Section 431.9, Fencing, Walls, and Screening, in the Zoning Ordinance.” The residential requirements only apply to fence height in the front yard or overall height and locating a fence in an easement.

Commercial uses are required to follow Section 431.9, Fencing, Walls, and Screening, subsection 2. Section 431.9.2, requires that side and rear property boundaries of all lots used for commercial, industrial, and multi-family uses be screened from any abutting lot used for single-family or two-family purposes by a solid opaque fence of at least 6’ in height. It is unclear if the applicant intends to install fencing along the rear or side property lines abutting residential uses. If a fence is proposed within the floodplain, a floodplain permit will be required.

**ALTERNATIVES/ISSUES:**

**IMPACTS:** The proposed commercial use for this property is more intensive than the currently allowed uses. The use of motor vehicle dealership will create more traffic and noise than would be created by a residential or agricultural use.

**OTHER AGENCY COMMENTS:****GREENBELT GBC21-08 - March 15, 2021**

The March meeting of the Greenbelt Commission did not have a quorum.

**PUBLIC WORKS:** This property is part of Pecan Heights Addition. The property is currently served by private utilities, water and sanitary sewer. The southern portion of the subject property is in the floodplain; any development in this area would require a Floodplain Permit. No Traffic Impact Analysis was required for this development because it was already platted. The access to the site will be from a new drive to be located across from Bryant Circle at the request of the applicant. The existing access to the site is located on the east side of the property and the Traffic Engineer required this drive access be removed. The existing drive was a common drive with the connection at E. Robinson St. As a result, a new drive for the east property owner will be constructed for the lot east of this property. A dirt driveway has been installed on the west side of the property without approval. It will need to be removed.

There are two raw water mains located in easements located adjacent to Robinson Street right-of-way. The raw water lines are 30" and 48" in size. The owner will need to work out requirements from the Central Oklahoma Master Conservancy District for the 30" raw water line and the City for the 48" raw water line before the new driveway is constructed.

**PREDEVELOPMENT 21-28 - August 26, 2021**

No neighbors attended this meeting.

**RECOMMENDATION:**

Staff forwards this request for rezoning and O-2122-10 to City Council for your consideration. Planning Commission, at their September 9, 2021 meeting, recommended adoption of Ordinance O-2122-10 by a vote of 4-2.

O-2122-10

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE TRACT 18 OF PECAN HEIGHTS SURVEY, BEING PART OF THE NORTH HALF (N/2) OF SECTION TWENTY-SIX (26), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3766 E. Robinson Street)

- § 1. WHEREAS, Geoffrey Arce, the owner of the hereinafter described property, has made application to have the subject property removed from the A-2, Rural Agricultural District and placed in the PUD, Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 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 place the same in the PUD, Planned Unit Development District, to wit:

Tract 18 of PECAN HEIGHTS SURVEY, being part of the North Half (N/2) of Section Twenty-Six (26), Township Nine (9) North, Range Two (2) West of the Indian Meridian, BEGINNING 3806.83' West of the Northeast Corner (NE/C), thence South 872', thence West 250', thence North 872', thence East 250' to the Point of Beginning.

Said tract of land containing 5.005 acres, more or less.

Ordinance No. O-2122-10

Page 2

§ 5. Further, pursuant to the provisions of Section 22:420 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the PUD Narrative and Site Development Plan, approved by the Planning Commission on September 9, 2021, and supporting documentation submitted by the applicant and approved by the Planning Commission, and made a part hereof.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

NOT ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)



## **“Geoffrey Arce PUD, Planned Unit Development”**

Owner: Geoffrey Arce

Address: 3766 E Robinson Norman OK 73026

Tel: (405) 761-4422

Email: [geoffrey@ecrasystems.com](mailto:geoffrey@ecrasystems.com)

April 8, 2021

Revised August 30th 2021

## **PUD, PLANNED UNIT DEVELOPMENT REQUEST:**

Geoffrey Arce is requesting rezoning used vehicle and parts sales, and residential use.

## **PROPERTY LEGAL:**

Property Legal & Site Description: 3766 E Robinson St. 26 9 2W 5.005 AC TR 18 PECAN HTS SUR PRT N/2 BEG 3806.83`W NE/C S872` W250` N872 E250`

## **BACKGROUND:**

I (Geoffrey Arce) have been involved in the automotive industry since 2010. This is my passion and I have built up a significant client base over the years of people who rely on me to assist them in finding a reliable vehicle.

We are quickly becoming a legitimate operation and therefore must do our diligence to satisfy all surrounding authorities and residents.

## **EXISTING CONDITIONS/LOCATION & FACILITIES:**

There is currently a mobile home on this site, as well as a shop with living quarters (Accessory Dwelling Unit).

**Total space:** 2400 sq. Ft. of living and office/work space existing on 5~ acres.

**Number of Beds:** 1 bedroom, 1 full bath.

**Number of Offices:** One, located inside Barn.

Built in 1985.

## **FUTURE RESIDENCE:**

After removal of manufactured home, a new residence will be planned and constructed.

## **PARKING PROPOSAL:**

There will be 8 available gravel parking spots for customer use (Utilizing existing residential parking area).

## **SIGNAGE:**

Allowed signage for the site will follow office sign standards in Chapter 18, Sign Regulations. Location depicted on site plan, signage will be a 4'x5' horizontally oriented 2'x4' framed plywood sign, with low intensity LED strips attached to the inside of the frame so that light is emitted onto painted, non-reflective, signage image.

## **LIGHTING:**

Lighting will be directed inward and away from adjacent properties, all new fixtures will be full cut-off, and will follow Sec. 431.6 – Commercial Outdoor Lighting Standards.

All lights will be adequately shielded to avoid glare and light spillover on adjacent properties.

## **OPEN SPACE:**

Open space areas will remain as currently shown on the site plan.

## **USES PERMITTED ON-SITE:**

Uses allowed on-site for the subject tract will be as follows:

- Vehicle Sales (Used or Unused) of the following type (Definitions attached):
  - All-Terrain Vehicle
  - Motorcycle
  - Low-Speed Electrical Vehicle
  - Medium-Speed Electrical Vehicle
  - Off-Road Motorcycle
  - Recreational Vehicle
  - Personal Watercraft
- Parts & Accessories (for the above vehicle types) Sales
- Detached one family dwelling
- Church, temple or other place of worship
- Public school or school offering general educational courses the same as ordinarily given in the public schools and having no rooms regularly used for housing or sleeping
- Agricultural crops
- The raising of farm animals
- All of the following uses:
  - Country club.
  - Family day care home.
  - Golf course (excluding miniature golf courses).
  - Home occupation.
  - Library.
  - Park or playground.
  - Plant nursery.
- Accessory buildings, including barns, sheds and other farm buildings which are not part of the main building. One guest house may be utilized provided (a) it is clearly secondary to the larger main dwelling; (b) the structure is not rented or leased, nor used as a permanent dwelling; and (c) is not a mobile home.
- Type 2 mobile home.
- Medical Marijuana Commercial Grower, as allowed by state law. (O-1920-4)

- Medical Marijuana Education Facility (cultivation activities only), as allowed by state law. (O-1920-4)
- Short-term rentals. (O-1920-56)
- Only one main dwelling permitted.

**SETBACKS FOR STRUCTURES:**

Setbacks for all new structures will meet existing A-2, Rural Agricultural District requirements per Section 420.2 of the Zoning Ordinance.

Front Yard shall be 100 feet from the center line of Robinson St.

Side Yards shall be 25' minimum.

Rear Yard shall be 50' minimum.

**ACCESS FOR DUMPSTER:**

Accommodations have been coordinated with sanitation division and location denoted on site plan.

**SITE ACCESS:**

Access to the site will be by way of new gravel driveway proposed in site plan, adhering to city driveway requirements. All landscaping shall meet requirements of section 431.8, Landscaping Requirements for Off-Street Parking.

**FENCING:**

Fencing shall meet Residential zoned height requirements according to section 431.9 of Norman Zoning Ordinance

## Vehicle Type Definitions

"All-terrain vehicle" means a vehicle manufactured and used exclusively for off-highway use traveling on four or more non-highway tires, and being fifty (50) inches or less in width;

"Motorcycle" is any motor vehicle having:

1. A seat or saddle for the use of each rider;
2. Not more than three wheels in contact with the ground, but excluding a tractor; and
3. A combustion engine with a piston or rotor displacement of one hundred fifty cubic centimeters (150 cu cm) or greater.

"Low-speed electrical vehicle" means any four-wheeled electrical vehicle that is powered by an electric motor that draws current from rechargeable storage batteries or other sources of electrical current and whose top speed is greater than twenty (20) miles per hour but not greater than twenty-five (25) miles per hour and is manufactured in compliance with the National Highway Traffic Safety Administration standards for low-speed vehicles in 49 C.F.R. 571.500;

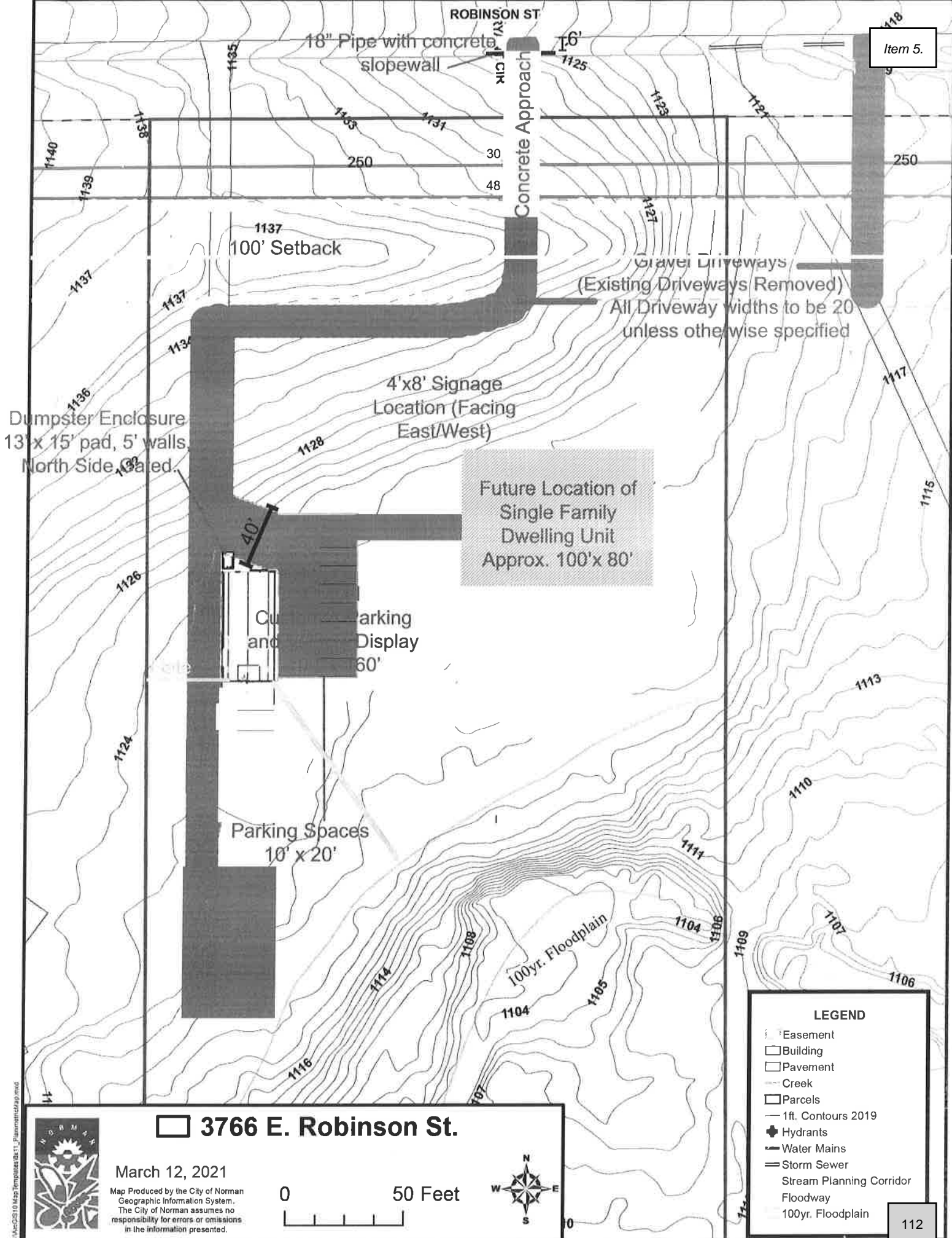
"Medium-speed electrical vehicle" means any self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one (1) mile is more than thirty (30) miles per hour but not greater than thirty-five (35) miles per hour;

"Off-road motorcycle" means any motorcycle, as defined in Section 1-135 of OK Title 47, when such motorcycle has been manufactured for and used exclusively off roads, highways and any other paved surfaces;

"Recreational vehicle" means every vehicle which is built on or permanently attached to a self-propelled motor chassis or chassis cab which becomes an integral part of the completed vehicle and is capable of

being operated on the highways. In order to qualify as a recreational vehicle pursuant to this paragraph such vehicle shall be permanently constructed and equipped for human habitation, having its own sleeping and kitchen facilities, including permanently affixed cooking facilities, water tanks and holding tank with permanent toilet facilities. Recreational vehicle shall not include manufactured homes or any vehicle with portable sleeping, toilet and kitchen facilities which are designed to be removed from such vehicle;

"Personal watercraft" means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power and which is designed to be operated by a person sitting, standing or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel, or a vessel which is similar in appearance and operation to a personal watercraft but which is powered by an outboard or propeller driven motor, or a vessel less than sixteen (16) feet in length which travels across the water above or on a cushion of air provided by engines, propellers or other means of propulsion;



**3766 E. Robinson St.**

March 12, 2021

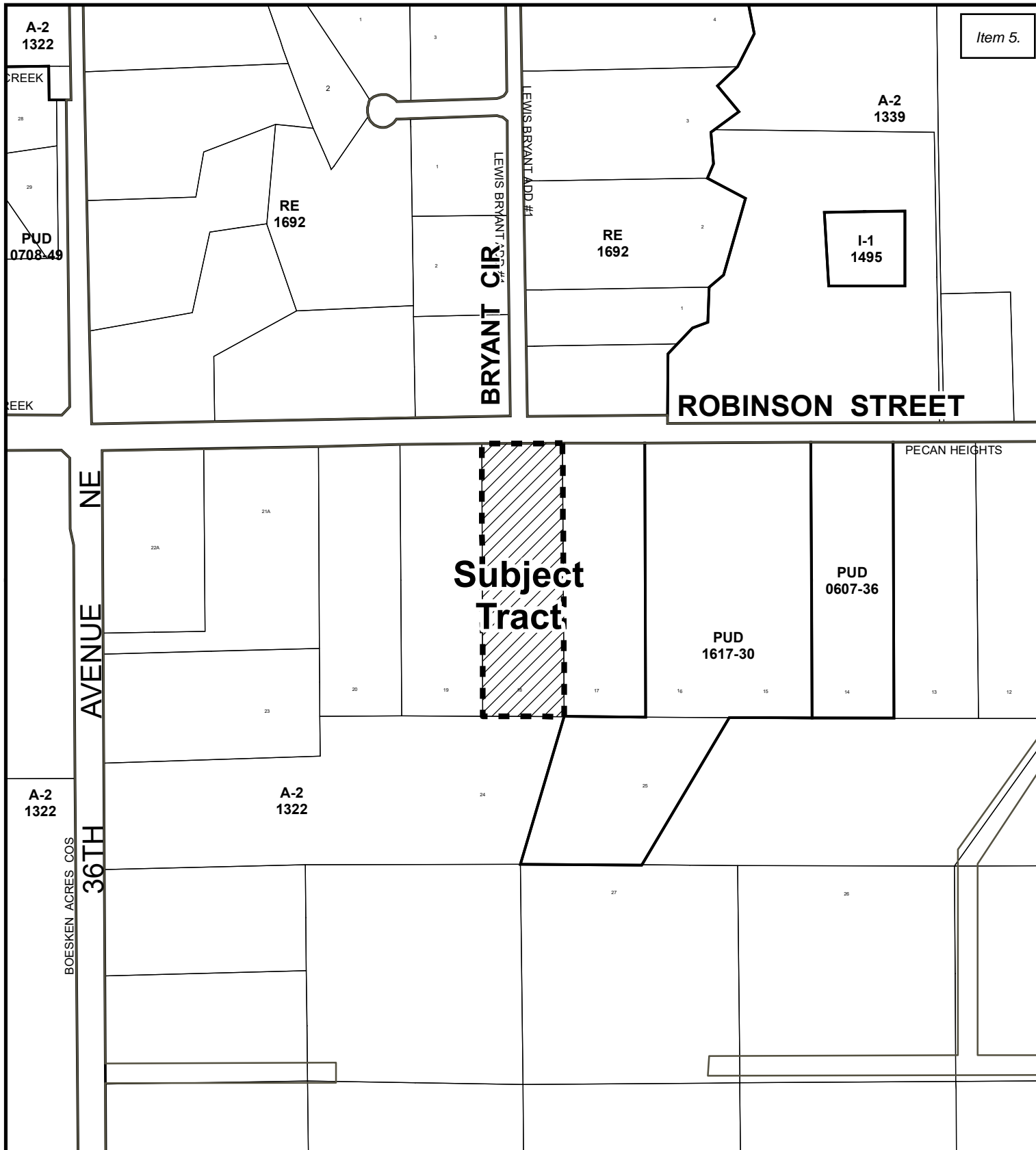
Map Produced by the City of Norman  
Geographic Information System.  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.

0 50 Feet



**LEGEND**

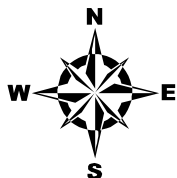
- Easement
- Building
- Pavement
- Creek
- Parcels
- 1ft. Contours 2019
- Hydrants
- Water Mains
- Storm Sewer
- Stream Planning Corridor
- Floodway
- 100yr. Floodplain



# Location Map




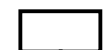
Map Produced by the City of Norman  
Geographic Information System.  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.



March 12, 2021

0 200 400 Ft.

 Subject Tract

 Zoning



ORDINANCE NO. O-2122-10

ITEM NO. 13

**STAFF REPORT****GENERAL INFORMATION**

APPLICANT	Geoffrey Arce
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	A-2, Rural Agricultural District
SURROUNDING ZONING	North: RE, Residential Estates District East: A-2, Rural Agricultural District, and PUD, Planned Unit Development O-1617-30 South: A-2, Rural Agricultural District West: A-2, Rural Agricultural District
LOCATION	3766 E. Robinson Street
SIZE	5.0 acres, more or less
PURPOSE	Used or unused vehicle sales, vehicle parts and accessory sales, residential uses
EXISTING LAND USE	Residential
SURROUNDING LAND USE	North: Residential East: Vacant/Floodplain, Residential treatment facility South: Vacant/Floodplain West: Residential

**SYNOPSIS:** The applicant, Geoffrey Arce, is requesting to rezone from A-2, Rural Agricultural District, to PUD, Planned Unit Development, for approximately 5 acres to allow for a mix of uses including used or unused vehicle sales, vehicle parts and accessories sales, and uses permitted in the A-2, Rural Agricultural District.

**HISTORY:** The subject property has been zoned A-2, Rural Agricultural District, in December 1961. This area is predominantly zoned for residential and agricultural purposes with the exception of the property at 3900 E. Robinson St. The property at 3900 E. Robinson St. was rezoned to a PUD in 2017 to allow for the Living Hope Eating Disorder Treatment Center. This

residential treatment facility and program provides meal support and dietitian and therapy groups. The patients do not have private vehicles at the facility and there is a maximum of ten patients at a time.

**ZONING ORDINANCE CITATION:**

**SEC. 420 – PLANNED UNIT DEVELOPMENT**

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

Specifically, the purposes of this section are to encourage:

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

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

**EXISTING ZONING:** The existing zoning for this property is A-2, Rural Agricultural. This district allows for residential and agricultural uses by right with a list of Special Use options which require approval by City Council. The property's current zoning would not allow for a used or unused vehicle or parts dealership.

**ANALYSIS:** The particulars of this PUD include:

**USE:** The PUD Narrative lists the following uses as allowed on site:

1. Vehicle Sales (Used or Unused) of the following types (definitions in PUD Narrative):
  - a. All-Terrain Vehicle
  - b. Motorcycle
  - c. Low-Speed Electrical Vehicle
  - d. Medium-Speed Electrical Vehicle
  - e. Off-Road Motorcycle
  - f. Recreation Vehicle
  - g. Personal Watercraft
2. Parts & Accessories (for the above vehicle types) Sales
3. Detached one family dwelling
4. Church, temple or other place of worship
5. Public school or school offering general educational courses the same as ordinarily given in the public schools and having no rooms regularly used for housing or sleeping
6. Agricultural crops
7. The raising of farm animals
8. All of the following uses:
  - Country club.
  - Family day care home.
  - Golf course (excluding miniature golf courses).
  - Home occupation.
  - Library.
  - Park or playground.
  - Plant nursery.
9. Accessory buildings, including barns, sheds and other farm buildings which are not part of the main building. One guest house may be utilized provided (a) it is clearly secondary to the larger main dwelling; (b) the structure is not rented or leased, nor used as a permanent dwelling; and (c) is not a mobile home.
10. Type 2 mobile home.
11. Medical Marijuana Commercial Grower, as allowed by state law. (O-1920-4)
12. Medical Marijuana Education Facility (cultivation activities only), as allowed by state law. (O-1920-4)
13. Short-term rentals. (O-1920-56)
14. Only one main dwelling permitted.

The applicant has stated that there will be only one main dwelling unit permitted.

It is unclear what percentage of sales will take place online and what percentage will be conducted in person. Hours of operation are not specified in the PUD Narrative. The applicant will need to seek a license to become a Used Motor Vehicle Dealer through the State of Oklahoma's Used Motor Vehicle and Parts Commission in order to operate as a dealership.

**OPEN SPACE:** The open space will be as shown on the site plan. A percentage was not provided by the applicant.

**PARKING:** The PUD Narrative states the following as the "Parking Proposal" for the project: "There will be 8 available gravel parking spots for customer use (utilizing existing residential parking area)."

The Zoning Ordinance states, "All off-street parking spaces and their access roads shall be paved with an all-weather surface of asphaltic concrete, Portland cement concrete or any equivalent material acceptable to the City Engineer, and maintained such that no dust will result from continued use." This proposal is requesting gravel parking areas and driveways.

**SITE PLAN/ACCESS:** The subject property will have one access point off E. Robinson Street. There is a proposed building to be used for the vehicle and parts sales business. A customer parking lot is proposed east of this building. There is also a proposed location for a new single-family dwelling unit. A parking area is proposed on the south side of the property to be used for the storage of available vehicles. The dumpster enclosure location has been approved by the City Sanitation Division. There are no structures proposed within the floodplain area, as shown on the site plan.

**AREA REGULATIONS:** The PUD Narrative states all structures will meet current A-2, Rural Agricultural District, setback requirements as outlined in Section 420.2 of the Zoning Ordinance.

**LANDSCAPING:** The PUD Narrative states all landscaping will meet the requirements of Section 431.8, Landscaping Requirements for Off-Street Parking Facilities.

**SIGNAGE:** Allowed signage for the proposed development will follow Office sign standards in Chapter 18, Sign Regulations. The PUD Narrative goes on to say the location of the sign is on the site plan and "signage will be a 4'x5' horizontally oriented 2'x4' framed plywood sign, with low intensity LED strips attached to the inside of the frame so that light is emitted onto painted, non-reflective, signage image."

**LIGHTING:** The PUD Narrative says all lighting will follow Section 431.6, Commercial Outdoor Lighting Standards, and will be directed inward and away from adjacent properties.

**FENCING:** The PUD Narrative states, "Fencing shall meet residential zoned height requirements according to Section 431.9, Fencing, Walls, and Screening, in the Zoning Ordinance." The residential requirements only apply to fence height in the front yard or overall height and locating a fence in an easement.

Commercial uses are required to follow Section 431.9, Fencing, Walls, and Screening, subsection 2. Section 431.9.2, requires that side and rear property boundaries of all lots used for commercial, industrial, and multi-family uses be screened from any abutting lot used for single-family or two-family purposes by a solid opaque fence of at least 6' in height. It is unclear if the applicant intends to install fencing along the rear or side property lines abutting residential uses. If a fence is proposed within the floodplain, a floodplain permit will be required.

#### **ALTERNATIVES/ISSUES:**

**IMPACTS:** The proposed commercial use for this property is more intensive than the currently allowed uses. The use of motor vehicle dealership will create more traffic and noise than would be created by a residential or agricultural use.

#### **OTHER AGENCY COMMENTS:**

**GREENBELT GBC21-08**

**March 15, 2021**

The March meeting of the Greenbelt Commission did not have a quorum.

**PUBLIC WORKS:** This property is part of Pecan Heights Addition. The property is currently served by private utilities, water and sanitary sewer. The southern portion of the subject property is in the floodplain; any development in this area would require a Floodplain Permit. No Traffic Impact Analysis was required for this development because it was already platted. The access to the site will be from a new drive to be located across from Bryant Circle at the request of the applicant. The existing access to the site is located on the east side of the property and the Traffic Engineer required this drive access be removed. The existing drive was a common drive with the connection at E. Robinson St. As a result, a new drive for the east property owner will be constructed for the lot east of this property. A dirt driveway has been installed on the west side of the property without approval. It will need to be removed.

There are two raw water mains located in easements located adjacent to Robinson Street right-of-way. The raw water lines are 30" and 48" in size. The owner will need to work out requirements from the Central Oklahoma Master Conservancy District for the 30" raw water line and the City for the 48" raw water line before the new driveway is constructed.

**PREDEVELOPMENT 21-28**

**August 26, 2021**

No neighbors attended this meeting.

**CONCLUSION:** Staff forwards this request for rezoning and O-2122-10 to Planning Commission for your consideration.

*Updated*

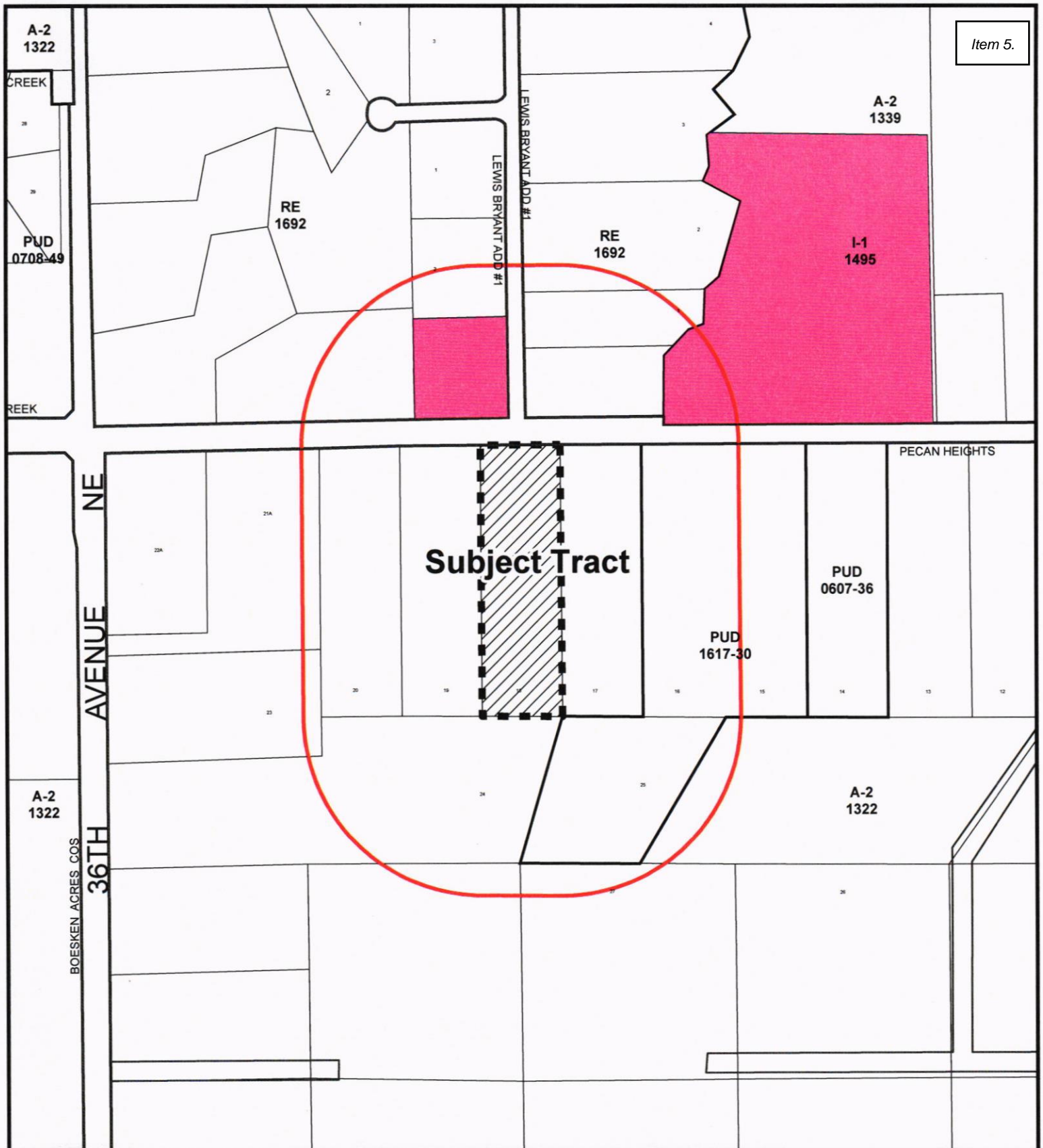
PROTEST MAP & LETTERS

Item 12-13

Geoffrey Arce

2025 Amendment & Rezoning from A-2 to PUD

3766 E. Robinson Street



# Protest Map



6.93% 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.



0 200 400 Feet

September 8, 2021

-  Subject Tract
-  Notification Area
-  Protest





# Application for Pre-Development Informational Meeting

Case No. PD 21-28

City of Norman Planning &amp; Community Development - 201 W. Gray St., Bldg. A - Norman, OK 73069 — (405) 366-5433 Phone - (405) 366-5274 Fax

APPLICANT/LAND OWNER  Geoffrey Arce	ADDRESS  3766 E Robinson
EMAIL ADDRESS  geoffrey@ecrasystems.com	NAME AND PHONE NUMBER OF CONTACT PERSON(S) Geoffrey 4057614422 BEST TIME TO CALL: Any

☐ Concurrent Planning Commission review requested and application submitted with this application.

A proposal for development on a parcel of land, generally located Eastern Norman, 1/2 mile east of intersection of Robinson & 36th St. SE, on south side of rd.

and containing approximately 5 acres, will be brought forward to the Planning Commission and City Council for consideration within the next six months.

The Proposed Use(s) in this development will include (please describe specific land uses and approximate number of acres in each use):

Used Vehicle and Parts Sales, in addition to all uses currently allowed under existing A-2 zoning.

*This sounds like a salvage, which I am against.*

*Larry Buehl  
4015 E Robinson  
Norman, OK 73026*

This proposed development will necessitate (check all that apply):

- OFFICE  
USE  
ONLY
- ☒ 2025 Plan Amendment    ☐ Growth Boundary  
☒ Land Use  
☐ Transportation  
☒ Rezoning to PUD District(s) \_\_\_\_\_  
☐ Special Use for \_\_\_\_\_  
☐ Preliminary Plat \_\_\_\_\_ (Plat Name)  
☐ Norman Rural Certificate of Survey (COS)  
☐ Commercial Communication Tower

Items submitted:

- ☒ Deed or Legal Description  
☒ Radius Map  
☒ Certified Ownership List  
☒ Written description of project  
☒ Preliminary Development Map  
☐ Greenbelt Enhancement Statement  
☒ Filing fee of \$125.00

Current Zoning: A-2

Current Plan Designation: \_\_\_\_\_

Concurrent Planning  
Commission Review  
Requested: P

Received on:

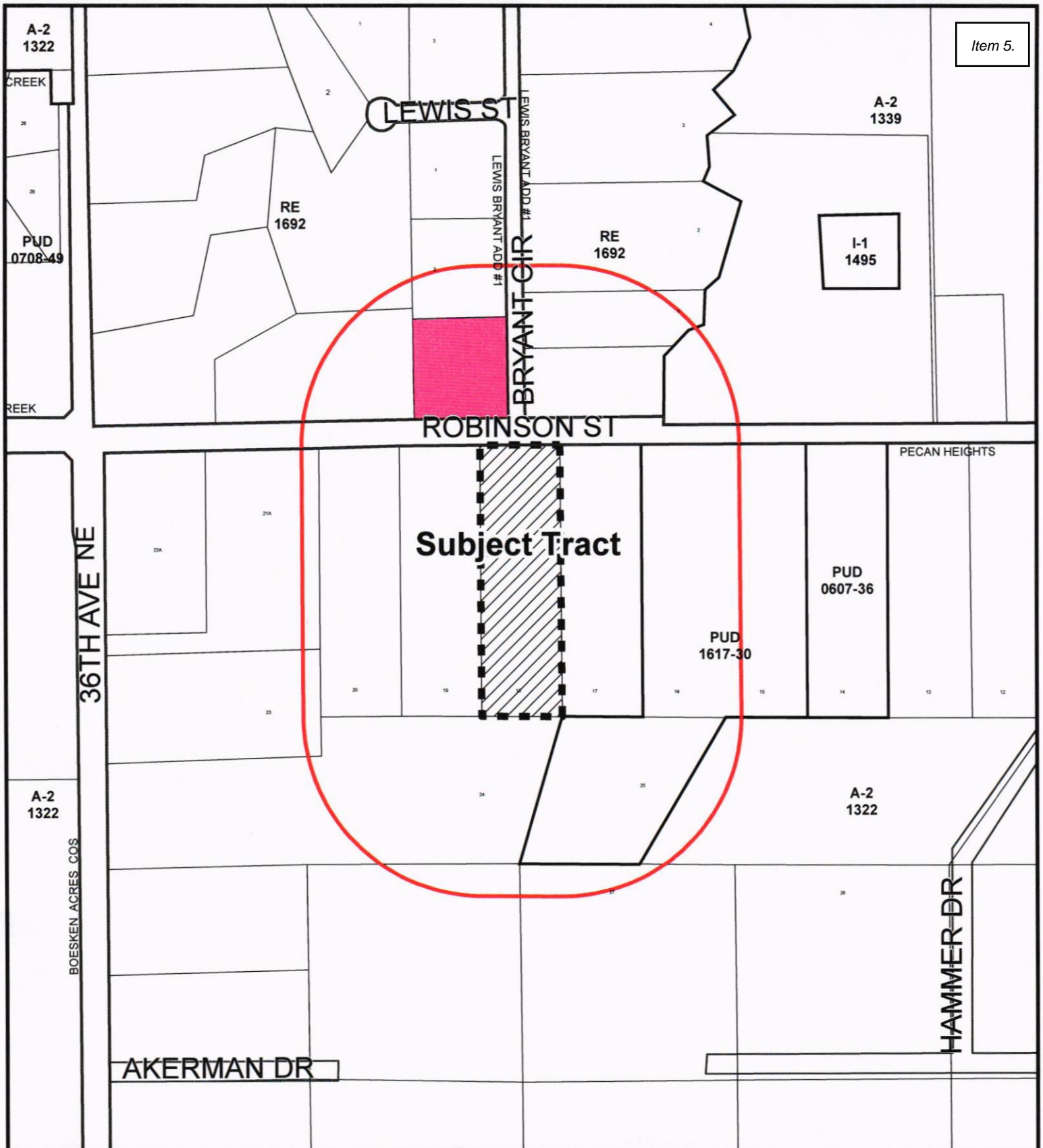
7-9-2021

at \_\_\_\_\_ a.m./p.m.

by mt

FILED IN THE OFFICE  
OF THE CITY CLERK  
ON 8-3-21





# Protest Map



4.4% 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.



0 200 400 Feet

September 7, 2021

-  Subject Tract
-  Notification Area
-  Protest

City Clerk  
201-A West Gray Street  
Norman, OK 73069

Re: 3766 East Robinson Street

As in our earlier letter (attached), we wish to go on record as protesting the amendment of the NORMAN 2025 Land Use and Transportation Plan from Country Residential Designation to Mixed Use Designation and rezoning from A-2, Rural Agricultural District, to PUD, Planned Unit Development for the above property.

Mr. Arce, in his latest material for the Pre-Development Discussion, proposes to use this property for "Used Vehicle and Parts Sales" where "vehicle" is not defined (cars? trucks? busses? motorcycles? skidoos? etc...). This is the latest in a list of proposed uses (powersports dealership, motorcycle repair shop and dealership) and dirt pile ramps for motorcycle jumps that suggest a moto-cross course. The changing nature of his purpose is very much a problem because if this request is approved, who knows what will actually be done on the property.

Another concern is the noise and traffic brought into the area by any business.

But my main concern is in the bigger picture: why is there a plan (NORMAN 2025 Land Use and Transportation Plan)? And why is there zoning (A-2, Rural Agricultural District)? I would guess that the City of Norman has these in place so there is order and not chaos, for cohesive growth, so we have an acceptable community. The property is now Country Residential, which means homes and not businesses/commercial. There are plenty of other places in Norman which already have the land use and zoning to embrace what Mr. Arce wants to do. Why change the current plan and zoning?

The last time around, we were the only ones protesting the request, and as such, only represented 4% of the surrounding landowners. I would suggest that you should deny this request even if nobody protested because it is not consistent with a well-thought-out plan for Norman.

Thank you for the time you have spent considering our protest.



Larry and Juanita Toothaker  
1200 Bryant Cir  
Norman, OK 73026

Aug 6, 2021

FILED IN THE OFFICE  
OF THE CITY CLERK  
ON 8/6/21-LW



City Clerk  
201-A West Gray Street (P.O. Box 370)  
Norman, OK 73069

Re: 3766 East Robinson Street, described as follows:

Tract 18 of PECAN HEIGHTS SURVEY, being part of the North Half (N/2) of Section Twenty-Six (26), Township Nine (9) North, Range Two (2) West of the Indian Meridian, BEGINNING 3806.83' West of the Northeast Corner (NE/C), thence South 872', thence West 250', thence North 872', thence East 250' to the Point of Beginning.

(Our following letter will refer to the above described property as "the Property".)

We wish to go on record as protesting the requested amendment of the NORMAN 2025 Land Use and Transportation Plan from County Residential Designation to Mixed Use Designation, and rezoning from A-2, Rural Agricultural District, to PUD, Planned Unit Development.

The letter we received from the City regarding the Property says that Mr. Arce proposes a motorcycle repair shop and dealership. An earlier letter, also from the City, says "to office a powersports dealership." The latter is more inclusive, but the difference shows the changing nature of the purpose, which is problematic to us.

Sometime recently, but before March 16, 2021, some dirt work was done on the Property, initially looking like it was the start of a drive coming from South down in the Property and headed North towards Robinson Street. But it had stopped about 50' from Robinson, and two large piles of dirt were left on either side of the drive (on the East and West). On March 16, my wife and I were in our front yard at 1200 Bryant Circle, directly across Robinson from the Property (on the NW corner of Robinson and Bryant Cir.). We observed a young person on a dirt bike (2-cycle, oily exhaust, and very noisy, to the point of being a nuisance) doing jumps from the dirt piles, and then we realized that the dirt piles had been shaped into ramps. So here we have another example of the changing nature of the purpose: is it supposed to be a moto-cross course? Or a motorcycle repair shop and dealership? Or the more broad powersports dealership? What will the Property be used for if this request is granted?

Mr. Arce has pointed out that there are two other commercial uses of properties among his neighbors, but these are a doctor's office (a rehab center) and a church. Neither of them is likely to be used for something other than their current purpose, and neither of them houses loud, smelly-exhaust producing machines. The proposed use of the Property is not good for a residential neighborhood.

Thank you for considering this protest.

Larry and Juanita Toothaker  
1200 Bryant Cir  
Norman, OK 73026

**NORMAN PLANNING COMMISSION  
REGULAR SESSION MINUTES**

**SEPTEMBER 9, 2021**

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9<sup>th</sup> day of September, 2021.

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

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

\* \* \*

**ROLL CALL**

**MEMBERS PRESENT**

Steven McDaniel  
Erica Bird  
Lark Zink  
Dave Boeck  
Sandy Bahan  
Michael Jablonski

**MEMBERS ABSENT**

Erin Williford  
Nouman Jan

A quorum was present.

**STAFF MEMBERS PRESENT**

Jane Hudson, Director, Planning &  
Community Development  
Lora Hoggatt, Planning Services Manager  
Logan Hubble, Planner I  
Anais Starr, Planner II  
Roné Tromble, Recording Secretary  
Ken Danner, Subdivision Development  
Manager  
Jack Burdett, Subdivision Development  
Coordinator  
Todd McLellan, Development Engineer  
Bryce Holland, Multimedia Specialist  
Beth Muckala, Asst. City Attorney  
Heather Poole, Asst. City Attorney  
Jami Short, Traffic Engineer

\* \* \*



Item No. 12, being:

**R-2122-21 – GEOFFREY ARCE REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN FROM COUNTRY RESIDENTIAL DESIGNATION TO MIXED USE DESIGNATION FOR APPROXIMATELY 5 ACRES OF PROPERTY LOCATED AT 3766 E. ROBINSON STREET.**

**ITEMS SUBMITTED FOR THE RECORD:**

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

and

Item No. 13, being:

**O-2122-10 – GEOFFREY ARCE REQUESTS REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 5.0 ACRES OF PROPERTY LOCATED AT 3766 E. ROBINSON STREET.**

**ITEMS SUBMITTED FOR THE RECORD:**

1. Location Map
2. Staff Report
3. PUD Narrative
4. Site Plan

**PRESENTATION BY STAFF:**

1. Ms. Lora Hoggatt presented the staff report. Protest letters were received on this item, which represented 6.93% of the notification area.

**PRESENTATION BY THE APPLICANT:**

1. Mr. Geoffrey Arce, 3766 Robinson, the applicant

**AUDIENCE PARTICIPATION:**

None

**DISCUSSION AND ACTION BY THE PLANNING COMMISSION:**

*Michael Jablonski moved to recommend adoption of Resolution No. R-2122-21 and Ordinance No. O-2122-10 to City Council. Sandy Bahan seconded the motion.*

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

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

The motion, to recommend adoption of Resolution No. R-2122-21 and Ordinance No. O-2122-10 to City Council, passed by a vote of 4-2.

\*\*\*

**File Attachments for Item:**

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



## Item 6

### CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 10/12/2021

**REQUESTER:** Sweetgrass Partners, L.L.C.

**PRESENTER:** Jane Hudson, Director of Planning and Community Development

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

#### **SYNOPSIS:**

The applicant is requesting to rezone property containing approximately 10.48 acres from R-1, Single-Family Dwelling District, to PUD, Planned Unit Development, to allow for a single-family residential development. This PUD is requested to allow for setbacks, allowable lot coverages, and lot sizes that differ from the R-1, Single-Family Dwelling District, requirements.

**HISTORY:** In 2014, this property was rezoned from I-1, Light Industrial District, to R-1, Single-Family Dwelling District with Ordinance No. O-1415-12. However, the preliminary plat submitted with the application showed lot sizes that were too small and setbacks were wrong for the R-1 District. By rezoning to PUD, Planned Unit Development, the applicant will be able to utilize smaller lots and vary setbacks. The applicant intends to match the design of the existing Trailwoods plats to the east, which is in-line with the previous developments.

#### **ZONING ORDINANCE CITATION:**

SEC. 420 – PLANNED UNIT DEVELOPMENT

1. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The "PUD" Planned Unit Development district herein established is intended to provide for greater flexibility

in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City.

Specifically, the purposes of this section are to encourage:

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

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

**EXISTING ZONING:** The existing zoning for the subject property is R-1, Single Family Residential District. The R-1 District allows for single-family homes and home uses such as gardens or family day cares.

**ANALYSIS:** The particulars of this PUD include:

**USE:** The PUD Narrative includes the following uses:

- Detached single family dwellings;
- Family day care home;
- General purpose farm or garden;
- Home occupations;
- Municipal recreation or water supply;
- Accessory buildings;
- Model homes and/or sales office, subject to the applicable permit; and



- Temporary parking lot.

**OPEN SPACE:** The proposed open space and green space areas are shown on Exhibit B, the Site Development Plan, in the PUD Narrative.

**PHASES:** Streets and public improvements have already been built. Homes will be built as the market allows.

**SITE PLAN/ACCESS:** The Site Development Plan is shown in Exhibit B. This development has one access point on 12<sup>th</sup> Avenue N.W. and another access point on Piper Street. The Site Development Plan shows 42 single-family residential lots and 1.45 acres of green space. The applicant has previously paid parkland fees with the Trailwoods West Addition.

**AREA REGULATIONS:** The applicant is requesting the following area regulations for the development:

- Front yard setback: 15' from front property line, garages shall observe a 20' setback from front property line;
- Side yard setback: 5' from side property line, roof overhangs shall be allowed to encroach upon the side yard setback by 2' 6";
- Rear yard setback: 15' from rear property line, with the allowance for covered, unenclosed patio structures to extend to the rear property line;
- Coverage: maximum lot coverage for all structures and impervious area shall be not more than 75%; and
- Height: maximum building height shall be three stories.

**SIGNAGE:** Signage for the development and each individual lot will comply with the applicable signage restrictions in Chapter 18 of the City of Norman's Sign Code for low density residential properties. A subdivision identification sign at the entrance of the development will be allowed.

**ALTERNATIVES/ISSUES:**

**IMPACTS:** The location of this PUD is zoned R-1, Single-Family Dwelling District, and has been platted for this use. This PUD, while changing the setback and coverage requirements, will still allow for uses consistent with the existing zoning. This development will essentially be an extension of the existing single-family residential neighborhoods to the north and east of the property.

**OTHER AGENCY COMMENTS:**

**PUBLIC WORKS:** Sanitary sewer, water, street paving, and drainage exist on the site.

Staff forwards this rezoning request from R-1, Single-Family Dwelling District, to PUD, Planned Unit Development, as Ordinance O-2122-12 to the City Council for your consideration.

At their September 9, 2021 meeting, Planning Commission unanimously recommended adoption of Ordinance O-2122-12, by a vote of 6-0.

## O-2122-12

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHTEEN (18), TOWNSHIP NINE NORTH (T9N), RANGE TWO WEST (R2W), OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT AND PLACE THE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1/2 mile south of Tecumseh Road on the east side of 12<sup>th</sup> Avenue N.W. – Trailwoods West Addition)

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

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the R-1, Single Family Dwelling District, and to place the same in the PUD, Planned Unit Development, to wit:

A tract of land lying in the Southwest Quarter (SW/4) of Section Eighteen (18), Township Nine North (T9N), Range Two West (R2W), of the Indian Meridian, Norman, Cleveland County, Oklahoma and being more particularly described as follows:

Ordinance No. O-2122-12

Page 2

COMMENCING at the Southwest corner of said SW/4; THENCE North 00°02'10" East along the West line of said SW/4 a distance of 2058.59 feet to the POINT OF BEGINNING;

THENCE continuing North 00°02'10" East a distance of 573.73 feet to the Northwest corner of said SW/4; THENCE South 89°47'15" East along said North line a distance of 648.10 feet; THENCE South 00°22'57" West a distance of 204.29 feet; THENCE South 09°42'51" West a distance of 388.78 feet; THENCE South 00°15'01" East a distance of 338.40 feet; THENCE North 65°42'39" West a distance of 163.74 feet; THENCE North 08°08'11" West a distance of 30.54 feet to a point on a non-tangent curve; THENCE around a curve to the right having a radius of 50.00 feet (said curve subtended by a chord which bears North 53°01'11" West a distance of 70.85 feet) and an arc length of 78.74 feet; THENCE North 56°25'08" West a distance of 387.47 feet; THENCE North 89°57'50" West a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 456,497 square feet, or 10.48 acres, more or less.

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

ADOPTED this \_\_\_\_\_ day of

NOT ADOPTED this \_\_\_\_\_ day of

\_\_\_\_\_, 2021.

\_\_\_\_\_, 2021.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)

# TRAILWOODS ADDITION SECTION 12

## A PLANNED UNIT DEVELOPMENT NORMAN, OKLAHOMA

APPLICANT:  
*IDEAL HOMES / SWEETGRASS PARTNERS, LLC*

APPLICATION FOR:  
PLANNED UNIT DEVELOPMENT

Submitted August 2, 2021  
Revised September 2, 2021

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

## TABLE OF CONTENTS

- I. INTRODUCTION
  - Background and Intent
- II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS
  - A. Location
  - B. Existing Land Use and Zoning
  - C. Elevation and Topography
  - D. Drainage
  - E. Utility Services
  - F. Fire Protection Services
  - G. Traffic Circulation and Access
- III. DEVELOPMENT PLAN AND DESIGN CONCEPT
  - A. Uses Permitted
  - B. Area Regulations
  - C. Miscellaneous Development Criteria

## EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Allowable Uses

## **I. INTRODUCTION**

This Planned Unit Development seeks to rezone a tract of property, containing approximately 10.84 acres, located in Ward 6 of the City of Norman. The site will be an expansion of the existing Trailwoods development. The property is located East of 12th Avenue NW and about half a mile North of W Rock Creek Road. The property is more particularly described on the attached **Exhibit A** (the “**Property**”). The Property is currently zoned R-1, Single Family Residential and has been final platted as Trailwoods West Addition. However, the lots in the final plat did not meet the Property’s existing single family lot size requirements. Therefore, the Applicant seeks to rezone the Property to continue the design of the prior sections of the Trailwoods Addition.

The Applicant seeks to rezone the Property to this Planned Unit Development (“PUD”) in order to put forth the parameters for which the development of the Property may be phased over time. The intent is to mirror the existing PUD for Trailwoods in order to develop the Property in a manner that is consistent with the design of the prior sections of the Trailwoods Addition.

## **II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS**

### **A. Location**

The Property is generally located East of 12th Avenue NW and North of W. Rock Creek Road.

### **B. Existing Land Use and Zoning**

The Property is currently zoned R-1, Single Family Residential and the Property’s NORMAN 2025 Land Use Plan Designation is Low Density Residential. The properties to the North and East of the Property are zoned PUD with a NORMAN 2025 Land Use Plan Designation of Low Density Residential. The properties to the South and West of the Property are zoned I-1; Light Industrial and I-2; Heavy Industrial, respectively. Both properties have a NORMAN 2025 Land Use Plan Designation of Industrial.

### **C. Elevation and Topography**

The Property has been developed with streets and utilities. The Property slopes from the Northeast to the Southwest.

### **D. Drainage**

Stormwater is conveyed to an existing off plat detention pond located South of the Property.

### **E. Utility Services**

The necessary utility services for this development are existing.

### **F. Fire Protection Services**

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

### **G. Traffic Circulation and Access**

There is existing access to the Property, in the manner previously approved with the final plat for Trailwoods West Addition. Streets are existing.

## **III. DEVELOPMENT PLAN AND DESIGN CONCEPT**

The Property is planned to accommodate a single-family residential development. The Property shall be developed in general compliance with the Site Development Plan, attached hereto. The Exhibits attached hereto, and as submitted on behalf on the Applicant, are incorporated herein by reference and further depict the development criteria for the Property. 42 single family residential lots are anticipated in this development.

### **A. Uses Permitted:**

The allowable uses for the Property shall be those uses that are allowed in the City of Norman's R-1, Single-Family Dwelling zoning district. A complete list of the allowable uses for the Property is attached as **Exhibit C**.

### **B. Area Regulations:**

The lots within the Property shall comply with the following regulations:

**Front Yard:** The minimum depth of the front yard setback shall be fifteen (15') feet provided that all garages shall have a minimum twenty (20') foot front yard setback. The lot width at the front setback line does not have to be fifty (50') feet.

**Side Yard:** The minimum depth of the side yard setback shall be five (5') feet provided that roof and gutter overhangs shall be allowed to encroach upon the side yard setback, up to a maximum of 2 feet six inches (2' 6").

**Rear Yard:** The minimum depth of the rear yard setback shall be fifteen (15') feet, with the allowance for covered unenclosed patio structures to be ten (10)

feet from the rear property line. Porches may be located anywhere along the rear of the structure, but may not exceed sixteen (16') feet in width.

**Lot Coverage & Height:** The maximum lot coverage for all structures, as well as impervious area, shall be no more than seventy-five percent (75%) of the total lot area. It is currently anticipated that 42 single family dwelling units will be developed within the Property, as approximately shown on the Site Development Plan. Houses will not exceed three (3) stories in height.

## **C. Miscellaneous Development Criteria**

### **1. Site Plan**

The Site Development Plan for the Property is concurrently submitted with this PUD and shall be incorporated herein as an integral part of the PUD and the development of the property shall be generally constructed as presented thereon, subject to final design development and the changes allowed by Section 22.420(7) of the City of Norman's PUD Ordinance.

### **2. Open Space/Common Area**

Open space and green space areas are located throughout the Property, as shown on the Site Development Plan. Additionally, the neighborhood will be connected to Trailwoods as an extension thereof, in order to allow for shared use of the amenities and open spaces.

### **3. Signage**

The entrance to the Property from 12th Ave. N.W. may contain entryway signage and associated walls, fences, and decorative features, similar in size and materials to the existing entryway signage for the Trailwoods Addition, in order to identify the Addition. The signage may be lighted and landscaped with appropriate vegetation and planter boxes designed so as not to interfere with traffic sight lines.

### **4. Traffic Access/Circulation and Sidewalks**

Access to the Property is existing. Sidewalks will be installed in compliance with the City's standards.

### **5. Landscaping/Parkland**

Landscaping shall be installed in order to meet or exceed the City of Norman's applicable landscaping requirements for development of single-family residential lots. The Applicant previously paid park land fees with the Trailwoods West Addition plat.



**6. Roll Off Dumpsters**

Roll off dumpsters shall be allowed for temporary construction purposes on the Property.

**EXHIBIT A**  
Legal Description of the Property

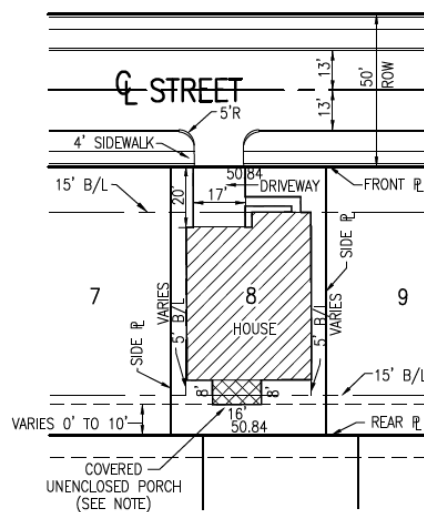
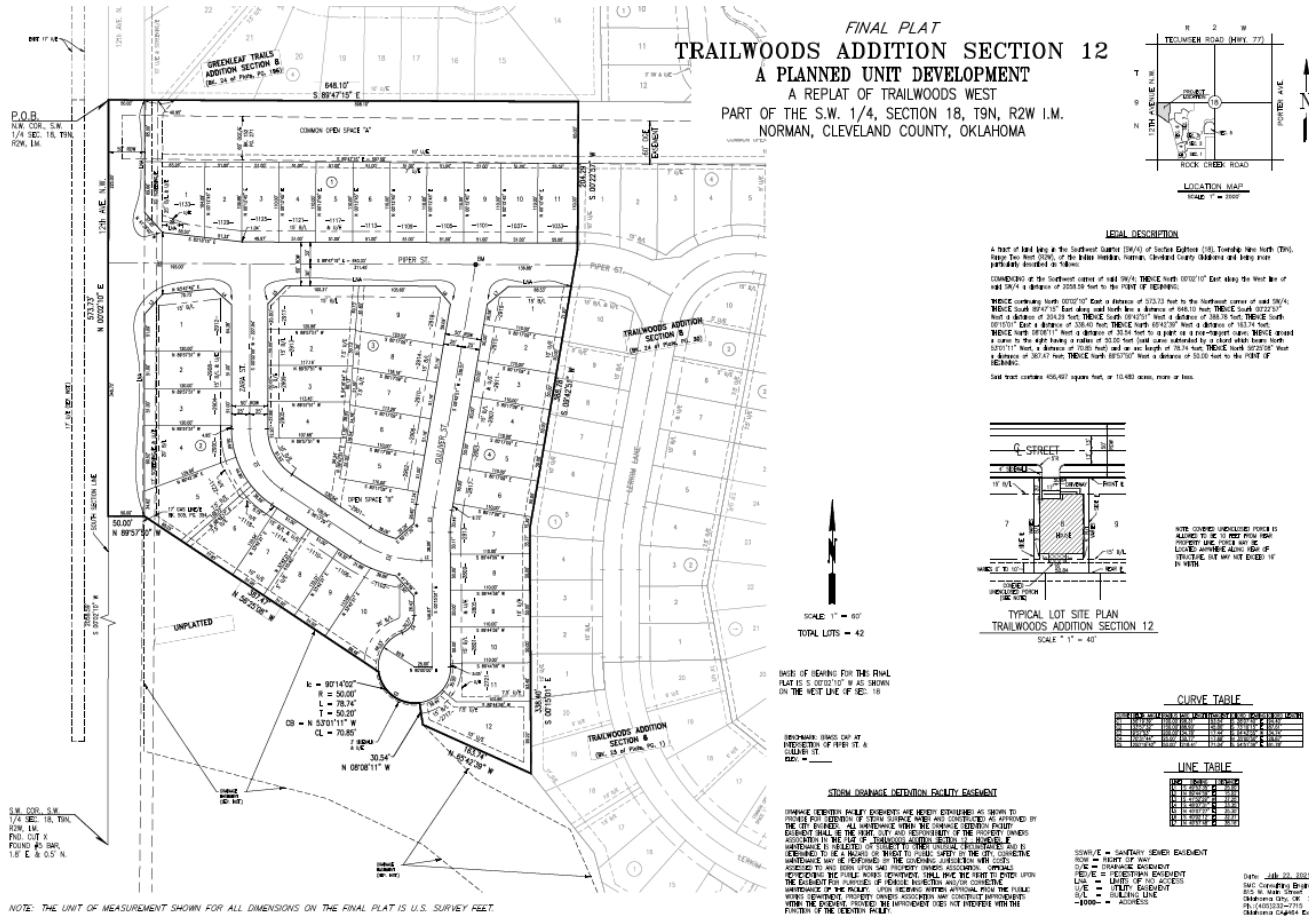
A tract of land lying in the Southwest Quarter (SW/4) of Section Eighteen (18), Township Nine North (T9N), Range Two West (R2W), of the Indian Meridian, Norman, Cleveland County Oklahoma and being more particularly described as follows:

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THENCE continuing North 00°02'10" East a distance of 573.73 feet to the Northwest corner of said SW/4; THENCE South 89°47'15" East along said North line a distance of 648.10 feet; THENCE South 00°22'57" West a distance of 204.29 feet; THENCE South 09°42'51" West a distance of 388.78 feet; THENCE South 00°15'01" East a distance of 338.40 feet; THENCE North 65°42'39" West a distance of 163.74 feet; THENCE North 08°08'11" West a distance of 30.54 feet to a point on a non-tangent curve; THENCE around a curve to the right having a radius of 50.00 feet (said curve subtended by a chord which bears North 53°01'11" West, a distance of 70.85 feet) and an arc length of 78.74 feet; THENCE North 56°25'08" West a distance of 387.47 feet; THENCE North 89°57'50" West a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 456,497 square feet, or 10.480 acres, more or less.

**EXHIBIT B**  
Site Development Plan  
*Full Size Documents Submitted to City Staff*



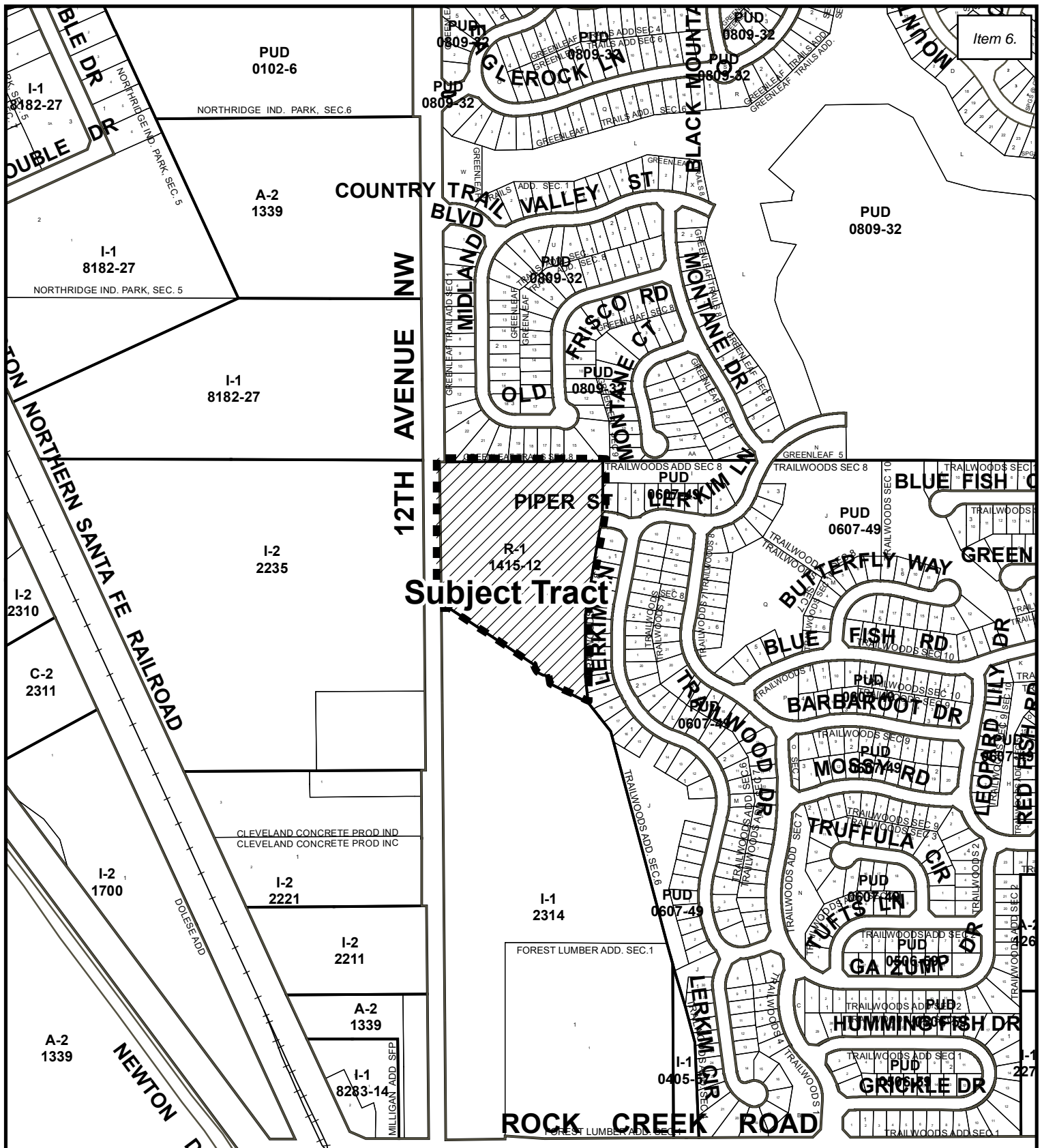
TYPICAL LOT SITE PLAN  
TRAILWOODS ADDITION SECTION 12

SCALE " 1" = 40'

NOTE: COVERED UNENCLOSED PORCH IS ALLOWED TO BE 10 FEET FROM REAR PROPERTY LINE. PORCH MAY BE LOCATED ANYWHERE ALONG REAR OF STRUCTURE, BUT MAY NOT EXCEED 16' IN WIDTH.

**EXHIBIT C**  
**Allowable Uses**

- Detached single family dwellings;
- Family day care home;
- General purpose farm or garden;
- Home occupations;
- Municipal recreation or water supply;
- Accessory buildings;
- Model homes and/or Sales Office, subject to the applicable permits; and
- Temporary Parking Lots.



# Location Map



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



August 17, 2021

0 250 500 Ft.



Subject Tract



Zoning

ORDINANCE NO. O-2122-12

ITEM NO. 18

**STAFF REPORT****GENERAL INFORMATION**

APPLICANT	Sweetgrass Partners, L.L.C.
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	R-1, Single Family Dwelling District
SURROUNDING ZONING	North: Planned Unit Development O-0809-32 East: Planned Unit Development O-0607-49 South: I-1, Light Industrial West: I-2, Heavy Industrial
LOCATION	East side of 12 <sup>th</sup> Avenue N.W. and ½ mile south of Tecumseh Road
SIZE	10.48 acres, more or less
PURPOSE	Single-family residential neighborhood
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Residential East: Residential South: Vacant West: Industrial

**SYNOPSIS:** The applicant is requesting to rezone property containing approximately 10.48 acres from R-1, Single-Family Dwelling District, to PUD, Planned Unit Development, to allow for a single-family residential development. This PUD is requested to allow for setbacks, allowable lot coverages, and lot sizes that differ from the R-1, Single-Family Dwelling District, requirements.

**HISTORY:** In 2014, this property was rezoned from I-1, Light Industrial District, to R-1, Single-Family Dwelling District, despite the fact that the preliminary plat showed lot sizes that were too small for the R-1 zoning district. By rezoning to PUD, Planned Unit Development, the applicant will be able to utilize smaller lots. The applicant intends to match the design of the existing Trailwoods plats to the east.

**ZONING ORDINANCE CITATION:****SEC. 420 – PLANNED UNIT DEVELOPMENT**

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

Specifically, the purposes of this section are to encourage:

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- (e) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- (f) Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.

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

**EXISTING ZONING:** The existing zoning for the subject property is R-1, Single Family Residential District. The R-1 District allows for single-family homes and home uses such as gardens or family day cares.

**ANALYSIS:** The particulars of this PUD include:

**USE:** The PUD Narrative includes the following uses:

- Detached single family dwellings;

- Family day care home;
- General purpose farm or garden;
- Home occupations;
- Municipal recreation or water supply;
- Accessory buildings;
- Model homes and/or sales office, subject to the applicable permit; and
- Temporary parking lot.

**OPEN SPACE:** The proposed open space and green space areas are shown on Exhibit B, the Site Development Plan, in the PUD Narrative.

**PHASES:** Streets and public improvements have already been built. Homes will be built as the market allows.

**SITE PLAN/ACCESS:** The Site Development Plan is shown in Exhibit B. This development has one access point on 12<sup>th</sup> Avenue N.W. and another access point on Piper Street. The Site Development Plan shows 42 single-family residential lots and 1.45 acres of green space. The applicant has previously paid parkland fees with the Trailwoods West Addition.

**AREA REGULATIONS:** The applicant is requesting the following area regulations for the development:

- Front yard setback: 15' from front property line, garages shall observe a 20' setback from front property line;
- Side yard setback: 5' from side property line, roof overhangs shall be allowed to encroach upon the side yard setback by 2' 6";
- Rear yard setback: 15' from rear property line, with the allowance for covered, unenclosed patio structures to extend to the rear property line;
- Coverage: maximum lot coverage for all structures and impervious area shall be not more than 75%; and
- Height: maximum building height shall be three stories.

**SIGNAGE:** Signage for the development and each individual lot will comply with the applicable signage restrictions in Chapter 18 of the City of Norman's Sign Code for low density residential properties. A subdivision identification sign at the entrance of the development will be allowed.

#### **ALTERNATIVES/ISSUES:**

**IMPACTS:** The location of this PUD is zoned R-1, Single-Family Dwelling District, and has been platted for this use. This PUD, while changing the setback and coverage requirements, will still allow for uses consistent with the existing zoning. This development will essentially be an extension of the existing single-family residential neighborhoods to the north and east of the property.

#### **OTHER AGENCY COMMENTS:**

**PUBLIC WORKS:** Sanitary sewer, water, street paving, and drainage exist on the site.

**CONCLUSION:** Staff forwards this rezoning request from R-1, Single-Family Dwelling District, to PUD, Planned Unit Development, as Ordinance No. O-2122-12 to the Planning Commission for your consideration.



**NORMAN PLANNING COMMISSION  
REGULAR SESSION MINUTES**

**SEPTEMBER 9, 2021**

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9<sup>th</sup> day of September, 2021.

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

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

\* \* \*

**ROLL CALL**

**MEMBERS PRESENT**

Steven McDaniel  
Erica Bird  
Lark Zink  
Dave Boeck  
Sandy Bahan  
Michael Jablonski

**MEMBERS ABSENT**

Erin Williford  
Nouman Jan

A quorum was present.

**STAFF MEMBERS PRESENT**

Jane Hudson, Director, Planning &  
Community Development  
Lora Hoggatt, Planning Services Manager  
Logan Hubble, Planner I  
Anais Starr, Planner II  
Roné Tromble, Recording Secretary  
Ken Danner, Subdivision Development  
Manager  
Jack Burdett, Subdivision Development  
Coordinator  
Todd McLellan, Development Engineer  
Bryce Holland, Multimedia Specialist  
Beth Muckala, Asst. City Attorney  
Heather Poole, Asst. City Attorney  
Jami Short, Traffic Engineer

\* \* \*

Item No. 18, being:

**O-2122-12 – SWEETGRASS PARTNERS, L.L.C. REQUESTS REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, FOR 10.48 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF TECUMSEH ROAD ON THE EAST SIDE OF 12<sup>TH</sup> AVENUE N.W. (TRAILWOODS WEST ADDITION).**

**ITEMS SUBMITTED FOR THE RECORD:**

1. Location Map
2. Staff Report
3. PUD Narrative with Exhibits A-C

**PRESENTATION BY STAFF:**

1. Mr. Logan Hubble presented the staff report. Three protest letters were received on this item which represented 0.72% of the notification area.

**PRESENTATION BY THE APPLICANT:**

1. Mr. Gunner Joyce, Rieger Law Group, representing the applicant
2. Mr. Zack Roach, Ideal Homes

**AUDIENCE PARTICIPATION:**

None

**DISCUSSION AND ACTION BY THE PLANNING COMMISSION:**

*Steven McDaniel moved to recommend adoption of Ordinance No. O-2122-12 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	Steven McDaniel, Erica Bird, Lark Zink, Dave Boeck, Sandy Bahan, Michael Jablonski
NAYES	None
MEMBERS ABSENT	Erin Williford, Nouman Jan

The motion, to recommend adoption of Ordinance No. O-2122-12 to City Council, passed by a vote of 6-0.

\*\*\*

**File Attachments for Item:**

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

**Item 7****CITY OF NORMAN, OK  
STAFF REPORT**

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**MEETING DATE:** 10/12/2021

**REQUESTER:** Skyridge Homes, Inc.

**PRESENTER:** Jane Hudson, Director of Planning and Community Development

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

---

**SYNOPSIS:**

The applicant, Skyridge Homes, Inc., is requesting to amend the existing Planned Unit Development containing approximately 24.80 acres to change the Site Development Plan and update the area regulations.

**HISTORY:**

In 2006, this property was rezoned from RE, Residential Estates District, to PUD, Planning Unit Development, with Ordinance No. O-0607-9 for the Siena Springs development. The PUD allowed for development in three phases. The first phase of the development is mostly built out. The preliminary plat for phase two and three has expired and the new owner/developer is requesting to change the street layout and add a rear yard setback regulation to this PUD Narrative; the rear yard setback regulation was inadvertently left off the first PUD.

**ZONING ORDINANCE CITATION:**

SEC. 420 – PLANNED UNIT DEVELOPMENT

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

Specifically, the purposes of this section are to encourage:

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

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

**EXISTING ZONING:** The existing PUD allows for the development of a single-family residential neighborhood. The PUD was created with the intent to be environmentally sensitive and have large lots focused around the lake amenity.

**ANALYSIS:** The particulars of this PUD include:

**USE:** The PUD Narrative allows for single-family residences.

**OPEN SPACE:** The open space for the development is shown on Exhibit F. The open space surrounds the perimeter of the lake with an additional retention pond on the east side of the

development. The developer shows proposed trails around the perimeter of the lake on the site development plan; these are also part of the PUD Narrative.

**PHASES:** This rezoning and preliminary plat request is for the final phase of the development, phases two and three.

**SITE PLAN/ACCESS:** The site development plan shows three access points for phase two of Siena Springs. The first is Siena Springs Dr. off E. Lindsey St. The second and third access points, Kingswood Dr. and Florence Terr., are from the Summit Lakes addition to the west. The site development plan shows 81 lots; all lots have a minimum of 8,200 square feet which is consistent with the original PUD.

**AREA REGULATIONS:** The area regulations for the PUD amendment remain the same with the exception of the rear yard setback, which was missing from the 0607-9 PUD. The proposed rear yard setback is 20' or 20% of the lot, whichever is smaller. The applicant is also proposing to include the maximum allowed lot coverage of 65%, this also was not included in the previous PUD Narrative. This is consistent with the regulations for the R-1, Single-Family Dwelling District area regulations.

**STORMWATER:** The stormwater pollution prevention plan was submitted in full to City staff. The 182-page document was not included in the Planning Commission Agenda packet to save paper and file size. The document is available for review; please reach out to City Planning staff to review.

**ALTERNATIVES/ISSUES:**

**IMPACTS:** The amendments to the site development plan are consistent with the original proposal for the subject property. This area has recently developed with more single-family residential properties and the public infrastructure is sufficient for this proposal. The existing and amended PUD contain measures to ensure the development is environmentally sensitive.

**OTHER AGENCY COMMENTS:**

**PUBLIC WORKS:** The applicant has submitted a preliminary plat for consideration concurrently with the PUD amendment. Sidewalks and public streets for the development will be constructed to City standards. Stormwater runoff will be conveyed to an existing privately-maintained detention facility. Water and sanitary sewer are available to the site.

**GREENBELT COMMISSION GB 21-26 - August 16, 2021**

The item is being sent forward with no additional comments.

**PREDEVELOPMENT PD21-15 - May 27, 2021**

At the time of the predevelopment meeting, the developer was considering amending the PUD to allow for smaller lot sizes. The applicant has since decided to keep the lot sizes the same as the existing PUD. Neighbors were concerned about water runoff, detention, discharge into the pond, number of swales, increased impervious coverage, and protecting the environment/open area concept. The neighbors want any new development to follow the existing covenants for the subdivision. The applicant will not be changing any covenants for the property.



**RECOMMENDATION:**

Staff forwards this rezoning request and Ordinance O-2122-13 to the City Council for your consideration.

Planning Commission, at their September 9, 2021 meeting, recommended adoption of Ordinance O-2122-13 by a vote of 5-1.

The applicant has provided an updated Open Space Exhibit to this application since the Planning Commission met on September 9, 2021. The exhibit included in the Planning Commission agenda had the previous preliminary plat street layout. The exhibit included in this City Council agenda has the updated street layout consistent with the concurrent preliminary plat application. The amount of open space has not changed.

O-2122-13

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE PLANNED UNIT DEVELOPMENT ESTABLISHED IN ORDINANCE NO. O-0607-9, TO AMEND THE SITE DEVELOPMENT PLAN AND UPDATE THE AREA REGULATIONS FOR PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (Generally located ¼ mile west of 36<sup>th</sup> Avenue S.E. and ¼ mile north of East Lindsey Street)

- § 1. WHEREAS, Skyridge Homes, Inc., the owner of the hereinafter described property, has made application to amend the Planned Unit Development approved by Ordinance No. O-0607-9, so as to amend the site development plan and update the area regulations; 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 amendment; 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 amendment.

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 amend the Planned Unit Development approved by Ordinance No. O-0607-9, so as amend the site development plan and update the area regulations, to wit:

A tract of land in the Southeast Quarter (SE/4) of Section Thirty-Four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, said tract further described as: Beginning at a point on the South line of said SE/4, 1320.04 feet S 89°58'18" W of the Southeast corner of said SE/4, said point of beginning being the Southeast corner of the E/2 SW/4 SE/4; Thence S 89°58'18" W, on said South line, for a distance of 660.01 feet to the Southwest corner of said E/2 SW/4 SE/4; Thence N 00°02'25" W for a distance of 1317.58 feet to the Northwest corner of said E/2 SW/4 SE/4; Thence N 89°59'12" W for a distance of 661.82



feet to the Southwest corner of the NW/4 SE/4; Thence N 00°09'00" W for a distance of 1318.21 feet to the Northwest corner of the NW/4 SE/4; Thence S 89°56'19" E for a distance of 1327.96 feet to the Northeast corner of the NW/4 SE/4; Thence S 00°02'18" W for a distance of 2634.19 feet to the point of beginning.

LESS & EXCEPT ALL of Siena Springs Addition Section 1, filed in Plat Book 22, Page 63.

Containing 24.80 acres, more or less.

§ 5. Further, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the Siena Spring Phase II PUD Narrative, and the site development plan submitted by the applicant and approved by the Planning Commission on September 9, 2021, attached and made a part hereof.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

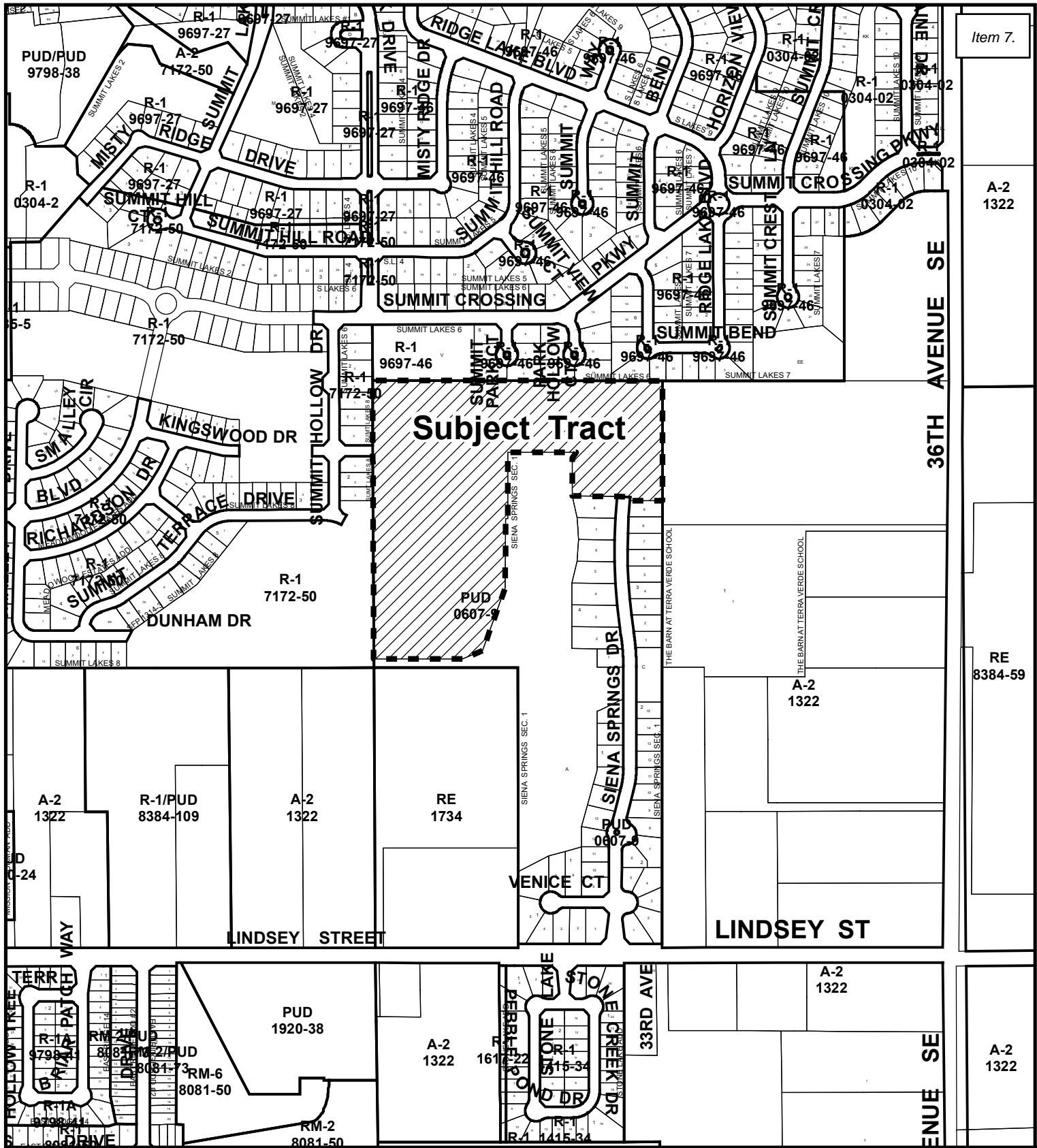
NOT ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

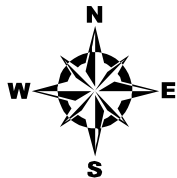
\_\_\_\_\_  
(City Clerk)



# Location Map



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



May 4, 2021

0 300 600 Ft.



Subject Tract



Zoning

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**EXHIBITS attached hereto and made a part hereof**

**EXHIBIT A – LEGAL DESCRIPTION/PRELIMINARY SITE DEVELOPMENT PLAN**  
**EXHIBIT B – TOPOGRAPHY MAPS**  
**EXHIBIT C – STORM WATER PREVENTION PLANS**  
**EXHIBIT D – PRELIMINARY PLAT**  
**EXHIBIT E – BASE LINE RESULT REPORTS**  
**EXHIBIT F – OPEN SPACE**

June 29, 2006 – FINAL DRAFT

## ***SIENA SPRING PLANNED UNIT DEVELOPMENT***

### **1.0 Introduction.**

This Planned Unit Development (“PUD”) is proposed to comply with the spirit, intent and letter of Sec. 420 of the Norman City Code, which provides for unified developments in accord with the Norman 2025 Land Use and Transportation Plan. This PUD is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, open space and the ongoing protection of the environment, especially with respect to an existing Lake and dam. When implemented, it will offer more usable and suitably located open space, recreation areas and common facilities than would otherwise be required under conventional land development regulations.

In the interest of efficiency, both in terms of time and money it is agreed, that minor modifications to this PUD, agreed to in writing and signed by both Siena Springs LLC and Danny & Cinda Sullivan, adjacent land owners to the south and southwest of the site (herein referred to as Sullivan) may be adopted by the City of Norman Planning Division, without the PUD being represented to City Council. The City of Norman Planning Division will have the sole responsibility of determining if the agreed to modification may be enacted without going before City Council.

### **2.0 Physical Description of the Development Site**

The proposed site is located within Norman City limits. It is an undeveloped 60-acre tract of rolling land, forested with hard wood trees. The site traditionally has been used for raising cattle.

A twelve acre Lake exists along the entire interior perimeter of the site and extends approximately 5 acres to the south and west beyond the site. (herein referred to as Lake). The five-acre southwestern portion of the Lake is owned by two separate landowners, Sullivan and Tietsworth, whose property is adjacent to the site. The dam impounding this Lake was constructed in the Dave Blue Creek watershed. The dam is jointly owned by Siena Springs LLC, and Sullivan. The Oklahoma Water Resources Board has regulatory jurisdiction over the dam.

Currently, the only access to the proposed site is from East Lindsey Avenue approximately seven tenths (7/10<sup>th</sup>) of a mile east from the intersection of Lindsey and 24<sup>th</sup> Avenue SE.

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**3.0 Legal Description**

The site is located within Section 34, Township 9 North, Range 2 West, Indian Meridian, Cleveland County. The specific legal description of the property comprising this PUD is set forth at Exhibit “A” hereto and made a part hereof.

**4.0 The Developer**

The Developer of this PUD is Siena Springs, LLC, the principals J. Mertens Construction and William Greeson.

**5.0 Site and Surrounding Area Zoning**

The site is currently zoned RE. The property surrounding the site is zoned and used as follows:

- North: Zoned R-1; includes a part of the Summit Lakes Addition.
- South: Zoned A-2; includes undeveloped land with some private homes; also zoned RE with the owners of part of the Lake residing south and south of the site.
- East: Zoned A-1; the land is unplatted and mostly undeveloped and includes approximately 4 private homes
- West: Zoned R-1; will become part of the Summit Lakes Addition at some time in the future.

**6.0 Drainage and Storm Water Retention**

**6.1 General Concept.** A topographic map of the PUD site is attached hereto as Exhibit “B” and made a part hereof. The northern and eastern portions of the site drain towards the Lake. The southern portion drains to the south and southwest towards Lindsay Street.

The Sullivans and Teitsworts as co-owners of the Lake have agreed that Siena Springs LLC may use the Lake to retain storm water runoff as long as the filtration systems set out within this PUD are installed and maintained in accordance with this PUD so as to remove the pollutants from the runoff prior to entering Lake.

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Storm water runoff from the northern and eastern portions and a part of the western portions of the site will continue to be routed to the Lake. The runoff shall travel through mechanical filtration systems and or swales specifically designed to remove the pollutants and contaminants prior to draining into the Lake.

Runoff from Lots 4-15 of Block 2 will either drain to a pre-stabilization natural retention area located on the east side of the site, (depicted as "Common Area "C" on Exhibit D.) and then travel through the filtration system located between Lot 18 of Block 1 and Lot 1 of Block 5, prior to being released into the Lake, drain through a drainage swale located between Lots 16 and 17 of Block 1.

**6.2 Specific Drainage and Filtration Requirements.** The following are requirements for the construction and installation of improvements intended to protect the quality of the Lake and its environs. The Developer will conform to these requirements in the design and construction of the Siena Springs residential subdivision.

**6.2.1 Best Management Practices.** The Developer and its agents and independent contractors shall at a minimum employ the best management practices as defined in Oklahoma Department of Environmental Quality regulations for storm water management. Such practices shall include, but not be limited to, construction of sedimentation and filtration facilities for runoff across all parts of the Properties reaching the Lake.

Riparian areas adjacent to the Lake shall not be built on or physically modified, except as provided for within this PUD, during construction. Riparian areas adjacent to the Lake and areas along streams and drainage swales leading to the Lake shall be protected during construction in accordance with a Stormwater Pollution Prevention Plan ("SWP3"), attached hereto as Exhibit "C" and incorporated herein by reference, and shall be maintained and restored as necessary in order to enhance its effectiveness for runoff filtration.

*(Language in 6.2.2 - 6.2.5 may need minor modifications based on forthcoming engineering reports. The runoff will travel through eight different drainage swales, each one using natural filtration of rocks and grasses and distance. It may be necessary to use mechanical filtration devices on some of these swales.)*

**6.2.2 Mechanical Filtration Treatment.** Where overland runoff buffers extend less than 75 feet from the normal-pool water surface, mechanical treatment as set out in 6.2.5 shall be installed in addition to the swales. Where concentrated discharge points exist, as shown on the attached plat, runoff treatment shall be applied.

(Design specifications for each individual swale will be added to 6.2.3 once the drainage

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report is completed by the engineers)

**6.2.3 Design of Swales.** Treatment shall incorporate grassed and stoned swales in all eight (8) drainage easements identified in 6.3.1. These swales shall be designed to maximize the removal of pollutants and contaminants contained in the stormwater runoff, from all pavements, roofs and lawn areas, etc. prior to the runoff reaching the Lake. Swales shall be designed at grades which will limit velocities at full flow to not more than 2.0 feet per second. Retention time through the swale shall not be less than 5 minutes. Plant species selected for use within the swales shall include switchgrass and other species commonly applied in erosion control and pollution control systems. Ground cover shall be established via seeding and/or sodding. Rip-rap installed within the swale systems shall be sized appropriate to calculated runoff volumes and placed in such a way as to achieve required velocities and detention times. Geotechnical fabric shall be installed along swales as may be necessary to minimize erosion. Swales shall be regularly maintained at all times. Maintenance shall include removal of debris and/or sediment as well as restoration of any areas damaged. Drainage swales lying within dedicated drainage easements shall not be fenced or otherwise disturbed.

**6.2.4 Sedimentation Basins.** Sedimentation basins shall be incorporated at the east arm of the Lake in Common Block C; and at the northwest corner of Common Block A. Design of sedimentation basins shall create detention times of not less than 45 minutes.

**6.2.5 Mechanical Filtration Devices.** When required by Section 6.2.2 mechanical separation and filtration devices shall be installed. If a drainage swale design does not meet the requirements in 6.2.3 a mechanical filtration device will be installed. Installation shall be as recommended by the manufacturer of the device. Sizing of the separator and filtration device shall be as recommended by the manufacturer. Calculations regarding the sizing and design criteria shall be provided to the adjoining land owner (Sullivans) along with shop drawings for the device(s).

**6.3 Common Area Maintenance.** The Developer will organize as a non-profit corporation the Siena Springs Homeowners Association (“the HOA”). The HOA shall own, control and maintain Common Block “A”, the Lake area and the Greenway area around the perimeter of the Lake up to the Lot lines of the houses which abut the Lake; Block “B”, the temporary lift station; Common Block “C”, the drainage / retention area between Lot 15 Block 2 and Lot 1 Block 3; and all, medians and landscaping and structures; provided, however, that title to Common areas “A” through “C” shall remain in the name of the HOA and Siena Springs

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LLC jointly until development of the entirety of Siena Springs is completed. Any proposed improvements to these Common Areas will comply with all applicable provisions of the Norman City Code and shall receive approval of the HOA's Architectural Committee prior to installation or construction.

**6.3.1 Maintenance of Lake and Surrounding Greenway.** The HOA shall be responsible for maintaining the eight drainage swales, mechanical filtration systems, overland buffers, grass and plant materials, rip-rap, and geotechnical fabric all of which is used to remove pollutants and contaminants from storm water runoff prior to entering into the Lake. Such responsibilities will include but not be limited to the following: (1) Quarterly inspections of all drainage structures, including filtration boxes and outlet swales (2) replacement of filters in accordance with manufacturer's instructions (3) maintenance and replacement of grasses and plants in the drainage swales and at the base of the drainage swales if damaged or dying (4) and cleaning out drainage swales when rocks are covered over 1/3 with dirt and or debris.

The eight drainage swales/easements will be located at the following areas: (#1) between lot 18 of Block 1 and lot 1 of Block 5 off of Siena Springs Drive (#2) between lots 6 and 7 of Block 5 off of Siena Springs Drive (#3) between lots 11 and 12 Block 5 off of Pescara Drive (#4) between lots 14 and 15 of Block 5 off Pescara Drive (#5) between lots 27 and 28 of Block 5 off Manzano Court, (#6) between lots 36 and 35 of Block 5 off Rome Court, (#7) between lots 42 and 41 Block 5 off Florence Court and (#8) between Lots 16 and 17 of Block 1 off of Siena Springs Drive.

**6.3.2 Quality of Lake Water.** The HOA will be responsible for maintaining the quality of the Lake water. The developer shall prior to having this PUD voted on by City Council have a certified laboratory take 3 samples from the Lake and test each sample for the following: dissolved solids, dissolved oxygen, e-coli, phosphates, detergents, herbicides and pesticides. The average of the three samples for each individual item tested shall service as the baseline for that respective item, said baselines shall be attached hereto as exhibit E.

Once construction is started on the site the HOA or developer shall have a certified laboratory take grab samples from the Lake every 4 months for the following items: Dissolved Solids, Dissolved Oxygen, E-coli, phosphates & detergents. The certified laboratory shall also take grab samples every 6 months and test for pesticides and herbicides. The HOA shall provide copies of all test results to the Sullivans as co-owners of the Lake. If any of the Lake water grab samples reflect an increase of 10% above the established baseline, for any of the above listed items an additional sample shall be collected by the lab within 5 days and retested, to confirm the results. If the test result reflects an increase over the



## FINAL DRAFT – JUNE 29, 2006

baseline by 10% or greater then the HOA shall within 30 days retain a water engineer to determine what is necessary to reduce the pollutant(s) to the baseline levels. The HOA shall implement the recommendations of the engineer within 30 days of receipt of that recommendation.

**6.3.3 Greenway Grass.** The HOA shall be responsible for maintaining the grasses covering the Greenway around the Lake, i.e. the area from the Lake to the back Lot lines of the homes abutting the Lake.

**6.3.4 Retention Area.** The HOA shall be responsible for maintaining the retention area located on the east side of the Addition between lot 15 block 2 and lot 1 block 3 off Siena Springs Drive (Common Block C). When the capacity of the retention pond is reduced by one-third then the HOA shall cause the retention area be dredged or trenched restoring it back to full capacity. In order to gage the capacity of the retention area the Developer shall place a pole in the retention area which has marker indicating when the retention area has been reduced by 1/3. Within thirty (30) days reach that mark the HOA shall have the area dredged or trenched back to original capacity.

**6.3.5 Dam Maintenance.** The HOA and the adjoining landowner of the dam (Sullivan) will each be responsible for one-half of the expenses associated with maintenance of the dam located on the south side of the Lake. The HOA and the adjoining landowner jointly own the dam, which falls under the regulatory jurisdiction of the Oklahoma Water Resources Board. The HOA and the adjoining landowner will equally share the expense of all repairs performed on the dam. Such repairs will be those determined necessary by the Oklahoma Water Resources Board or by a third party engineer retained for inspection purposes by the HOA and the adjoining landowner. Either the Sullivans or the HOA may at their respective discretion call for an inspection on the dam. When either party requests an inspection of the dam it shall notify the other in writing 10 days prior to the scheduled inspection.

## **7.0 Topography and Construction of Residences.**

7.1 According to a general soil map of Cleveland County, the soils on the PUD site are generally classified as erosive. To eliminate any potential adverse effect on the Lake, the soil located between the Lake and the back Lot lines of the homes which abut the Lake will not be scalped, built on, or modified/disturbed, during construction or thereafter pursuant to a Stormwater Pollution Prevention Plan ("SWP3"), incorporated herein by reference. See Exhibit "D" hereto, the Plat which reflects the areas around the Lake which will not be disturbed. Because of the erosive nature of the soil, fill material may be imported to achieve adequate compaction for a sound base for roadways and homes. Such fill material may include fly ash, lime and/or cement. In order to assure the fill material will not enter the Lake, all fill material brought in shall not be used

June 29, 2006 – FINAL DRAFT

beyond the utility easements running behind the lots abutting Common Area A, as shown on the Plat set out in Exhibit "D".

**7.2** Siena Springs LLC has caused to be prepared the SWP3, a copy of which is attached as Exhibit "C". It will be implemented to reduce or eliminate any erosion of the soil on this site. The Developer, Siena Springs LLC, has prepared and executed a Declaration of Covenants, Conditions and Restrictions ("the Covenants") which shall be filed of record before this PUD is voted on by City Council. The Covenants will also incorporate the SWP3 by reference.

**7.3** The soil, trees and grass located between the Lake shore and the back Lot lines of the homes abutting the Lake, will not be scalped, built on or modified/ disturbed in order to preserve the health of the Lake. This excludes the construction of the eight drainage swales and the lying of utilities within the utility easements, as reflected on the Plat attached as Exhibit "D". Lot lines will be set back in accordance with the Plat and the measurements set out therein at Exhibit "D". This PUD is not located in a flood plain area.

## **8.0 Concept**

The Siena Springs PUD will be a single-family residence addition consisting of 131 medium to large sized lots. This PUD is intended to create an environmentally sensitive and inviting residential neighborhood in which the Lake is the focal point of the addition. This will be accomplished by not disturbing, or modifying the natural areas around the Lake, by providing undisturbed green space around the Lake and other areas, and by leaving trees and high sloping areas undisturbed.

This PUD is intended to allow the flexibility needed to create a distinctive and environmentally protective addition. Construction of roads and lots sizes which conform to the natural features of existing topography, using the natural features of the land to control runoff, and creating a large amount of natural open space areas, will assure protection of the Lake from contaminated runoff and erosion.

## **9.0 Specifications of Residential Lots**

Siena Springs will consist of one hundred thirty one (131) single-family residences. The lot sizes will vary from approximately 8,400 square feet to 20,000 square feet. No lot will be smaller than 8,200 square feet. No home will exceed three stores in height. No residence which contains less than 2,400 square feet, exclusive of basements, open porches, attached carports, attached garages, and detached structures, shall be built on Lots 2 - 9 of Blocks 5 or Lots 12 - 17 of Block 1. For all remaining Lots no residence shall be built which contain less than 2,100 square feet, exclusive of basements, open porches, attached carports, attached garages, and detached structures. Each residence shall be built with a covered front porch area. The Covenants will, among other matters, provide restrictions on house placement.

## FINAL DRAFT – JUNE 29, 2006

**10.1 Streets.** Street access to the PUD will be via a north/south drive coming off Lindsey Street approximately seven tenths (7/10<sup>th</sup>) of a mile east of SE 24<sup>th</sup> Avenue. The proposed north/south drive will be used as a collector street with a width of 34 feet. This street will run the entire east side of the addition as depicted on the Plat attached hereto as Exhibit “D”. At some time in the future Siena Springs will connect to two platted roads in the Summit Lakes Addition, Hollow Summit Drive and Kingwoods Drive, both of these roads are located on the west of the PUD.

**10.2 Water & Sewer.** Siena Springs will construct a temporary lift station to service all the homes in Phase one of the development. The City will be responsible for maintenance of the lift station once it is placed in service. Each member of the HOA will be obligated under the terms of the Covenants to pay a fee to the City for it to maintain the temporary lift station. The maintenance fee will be charged on each home owner’s individual utility bill. Lots in Phase 2 and Phase 3 of the development will be served by gravity sewers connecting with Summit Lakes Addition.  
discretionary

**10.3 Fire Protection Services.** Fire protection for the homes in this PUD will be provided by the City of Norman Fire Department. The closest fire station to the addition is Station No. 3 located at Lindsay & George, approximately 3 miles from the site. Siena Springs will install the necessary fire hydrants and ingress and egress for fire trucks in accordance with the Norman City Code.

**11.0 Perimeter Treatment**

Siena Springs, LLC will construct a fence along the exterior perimeter of the PUD facing Lindsey Street. The fence will be constructed of wood, brick, stucco or similar material, and shall be maintained by the HOA. In addition Siena Springs will construct a fence behind Lots 5 & 6 of Block 1. The material of this fence will be agreed upon between Siena Springs LLC and the adjacent landowners (Sullivans). All fences abutting Common Area A (See Exhibit D Plat) shall be uniform in height, four foot, and be constructed of black wrought iron, or black aluminum. All other fences shall be of a type commonly known as wood privacy fences with a minimum height of six feet as measured from the ground and a maximum height of eight feet, and constructed with treated lumber to resist rot and decay.

June 29, 2006 – FINAL DRAFT

**12.0 Open Space**

The PUD will include an open area which will surround the perimeter of the Lake, extending from the Lake shore to the Lot lines of the Lots abutting the Lake. This area will, excluding the exception set forth within this PUD, be undeveloped and undisturbed and planted with native grasses to aid in filtration of storm water runoff from yards and homes. The depth of the open area will be no less than 60 feet on the west side of the Lake and 75 feet on the east side of the Lake. The area attached hereto as Exhibit F depicts the specific boundaries for the open area. There will also be an open area on the east side of the addition where a natural retention pond area will be located. This area will be used to collect waters from the east section of the addition. In addition, there will be a 35 foot buffer running towards the north east corner between lots 11 and 12, of Block 5. The purpose of this buffer is to protect the creek which runs into the Lake and as a drainage easement.

**13.0 Maintenance By Home Owners Association**

The HOA will be responsible for maintaining the retention ponds, the entirety of the Lake, its tailwaters, the existing dam (except as indicated in section 6.3.5) and the eight drainage swales / easements and any additional stormwater runoff filtration systems located within the drainage easements / systems. The HOA shall have a certified laboratory take grab samples from the Lake every 4 months for the following items: Dissolved Solids, DO, E-coli, phosphates & detergents. The lab shall take grab samples every 6 months and test for pesticides and herbicides. If any of the grab samples taken from the Lake reflect an increase of 10% over the established baseline (See Exhibit E – Base Line Results) in any of the above listed items then the laboratory shall within 5 days, take an additional grab sample from the same general area as the prior sample and retest the sample, to confirm the results. If the test result is confirmed then the HOA shall within 30 days retain a certified water engineer to determine what is necessary to reduce the pollutant(s). The HOA shall implement the recommendations of the engineer within 30 days of receipt of the recommendation.

The Covenants will set out additional HOA requirements for maintaining all retention ponds, open areas, the dam, the Lake, and the filtration system. Such specifications will include requirements as to financing, maintenance scheduling, preventive restrictions, and liability insurance.

The Covenant will provide for the types of herbicides, pesticides and fertilizer which can be used in the addition.

#### **14.0 Development Phases**

The development of Siena Springs will be undertaken in three phases. The first phase will consist of approximately 50 Lots and Common Block C. It will include the homes located on Venice Court and some of the homes on Siena Springs Drive, specifically Lots 1-18 of Block 1, Lots 1 - 15 of Block 2, Lots 1 - 8 of Block 5, Lots 1 - 9 of Block 3 and Common Block "C" (See Exhibit D - Plat). Phase One be contingent on and require the construction of the lift station and force main, associated gravity sewers, the on-site 12" waterline, and the off-site 12' waterline.

Phase Two will consist of 37 Lots, located on Siena Springs Drive, Pescara Dive, and Manzano Drive, specifically Lots 1 - 24 Block 5 and Lots 1 - 13 Block 6. Phase Two will be contingent on and require the construction of the gravity sewers and waterlines connecting with Summit Lakes Addition. No cleaning, grubbing and grading for Lots will occur on Phase Two until the completion and acceptance of public improvements in Phase One.

Phase Three will consist of the 44 remaining Lots. Lots 14 - 34 of Block 6, Lots 1 – 14 of Block 7 and Lots 1 – 9 of Block 8. Phase Three will require the construction of the remaining gravity sewers connecting to Phase One and Phase Two. No cleaning, grubbing and grading for Lots will occur on Phase Three until the completion and acceptance of public improvements in Phase Two.

#### **15.0 Housing Construction**

Homes in the addition will meet or exceed the minimum side yard requirement of 5 feet. The minimum front setback will be 25 feet with the exception of the cul-de-sac lots which will have a 20-foot setback. There shall be a rear yard having a depth of not less than twenty feet or twenty percent of the lot, whichever is smaller; unattached one-story buildings of accessory use shall set back one foot from the utility easement. Houses will be constructed of brick, masonry, Masonite siding, or stucco as more specifically provided in the Covenants. The maximum impervious area for each individual lot shall be no more than sixty-five percent (65%) of the total lot area.

#### **17.0 Entryway Signs**

The entrance into Siena Springs from Lindsey will include a sign designating the addition. The sign will be constructed of masonry or stone. The sign may be lighted. The island in the entry will be landscaped with appropriate vegetation, boulders, and landscape timbers so as not to interfere with traffic site lines. The HOA will be reasonable for the upkeep and maintenance of the sign and island.

June 29, 2006 – FINAL DRAFT

## **18.0 Traffic**

All lots within the Siena Springs PUD will have access via public streets. The collector street will be off Lindsey street approximately seven tenths (7/10<sup>th</sup>) of a mile of SE 24<sup>th</sup> Avenue. The collector street will be 34 feet wide and will run the length of the addition on the east side. The remainder of the addition will be serviced with local streets, which will be 26 feet wide. There will be two points of access on the west side of the addition, via Summit Lakes Addition, when it is constructed.

All internal streets will provide adequate circulation in accordance with the Norman City Code for Fire Department and City Waste Management Services.

## **19.0 Sidewalks**

There will be a pedestrian path walkway along the north half of the Lake. The pathway will not be paved, but will be comprised of 3/8 inch crusher run material over geotechnical fabric. The HOA will be responsible for maintaining the walkway. The walkway will be lighted. Both the walkway and the lighting will be installed during phase two. The walkway is depicted on the plat (Exhibit D)



EXHIBIT B - TOPOGRAPHY MAP

SIENA SPRINGS ADDITION SECTION 2

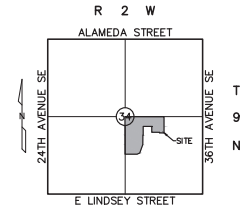
A PLANNED UNIT DEVELOPMENT

BEING A PART OF THE SOUTHEAST QUARTER (SE 1/4), OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA

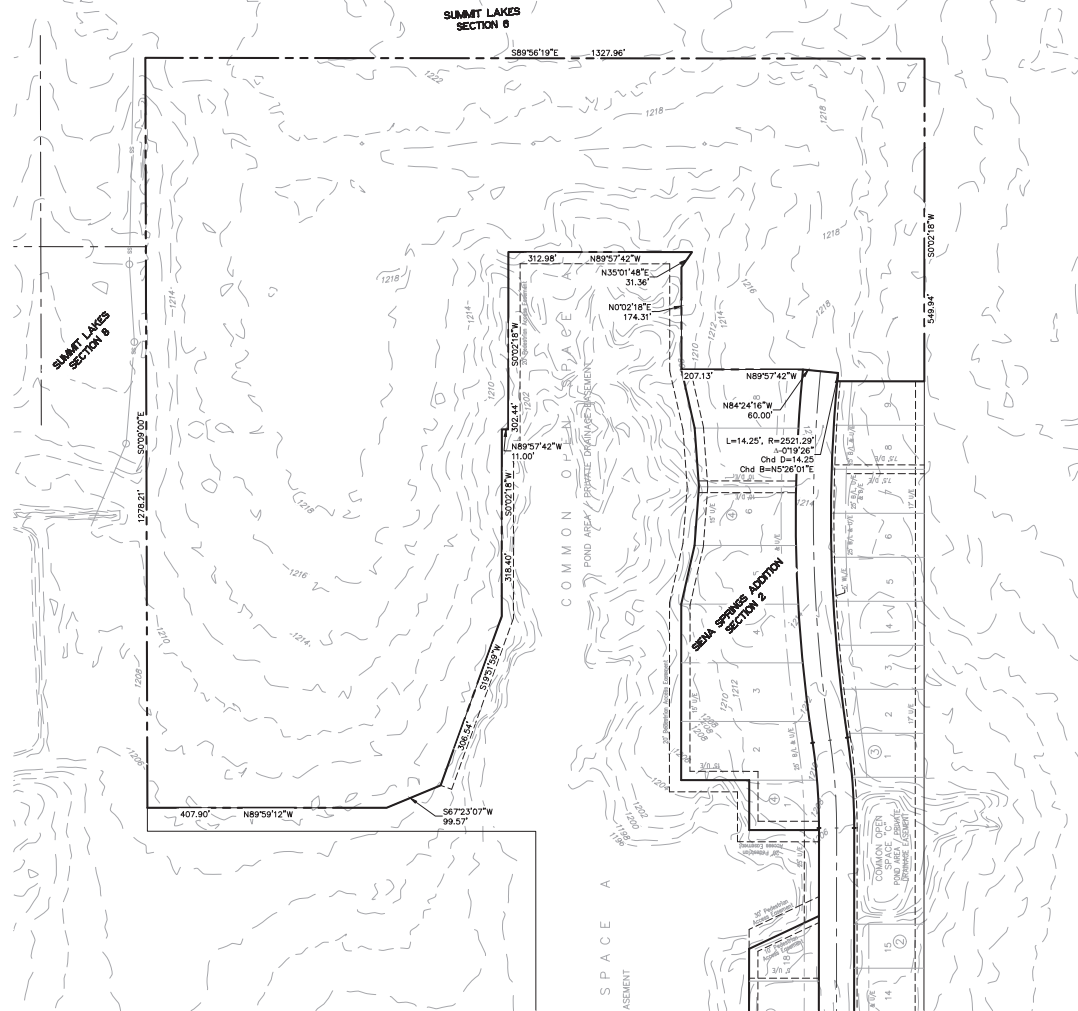
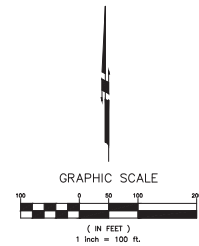
DEVELOPER:  
SKYRIDGE HOMES, INC.  
2100 QUAIL CREEK  
NORMAN, OK 73026

ENGINEER:  
GRUBBS CONSULTING, LLC  
1800 S. SARA ROAD  
YUKON, OKLAHOMA 73099  
(405) 285-0641

SUBDIVISION CONTAINS:  
GROSS SUBDIVISION AREA = 24.80 ACRES  
NUMBER OF LOTS = 81  
CURRENT ZONING = PUD



LOCATION MAP  
SCALE: 1"=2000'



**GRUBBS CONSULTING, LLC**  
CIVIL ENGINEERING & LAND PLANNING  
1800 S. SARA ROAD  
YUKON, OK 73099  
Phone: (405) 285-0641  
Fax: (405) 285-0641  
GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/2022



**EXHIBIT C**

Stormwater Prevention Plan

[Full 182 page document submitted to City Staff with application]

## Exhibit D

## LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, SAID TRACT FURTHER DESCRIBED AS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SE/4, 1320.04 FEET S 89°58'18" W OF THE SOUTHEAST CORNER OF SAID SE/4, SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF THE E/2 SW/4 SE/4;

THENCE S 89°58'18" W, ON SAID SOUTH LINE, FOR A DISTANCE OF 660.01 FEET TO THE SOUTHWEST CORNER OF SAID E/2 SW/4 SE/4;

THENCE N 0°02'25" W FOR A DISTANCE OF 1317.58 FEET TO THE NORTHWEST CORNER OF SAID E/2 SW/4 SE/4;

THENCE N 89°59'12" W FOR A DISTANCE OF 661.82 FEET TO THE SOUTHWEST CORNER OF THE NW/4 SE/4;

THENCE N 0°09'00" W FOR A DISTANCE OF 1318.21 FEET TO THE NORTHWEST CORNER OF THE NW/4 SE/4;

THENCE S 89°56'19" E FOR A DISTANCE OF 1327.96 FEET TO THE NORTHEAST CORNER OF THE NW/4 SE/4;

THENCE S 0°02'18" W FOR A DISTANCE OF 2834.19 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT ALL OF SIENA SPRINGS ADDITION SECTION 1, FILED IN PLAT BOOK 22, PAGE 43.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE 1/4), SECTION 34, TOWNSHIP 9 NORTH (19N), RANGE 2 WEST (R2W), OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID S.E. 1/4;

THENCE NORTH 89°58'18" EAST ALONG THE SOUTH LINE OF SAID S.E. 1/4 A DISTANCE OF 660.16 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 0°02'25" WEST A DISTANCE OF 661.82 FEET TO A POINT ON THE WEST LINE OF SAID S.E. 1/4;

THENCE NORTH 0°09'00" WEST A DISTANCE OF 407.90 FEET;

THENCE NORTH 89°59'12" EAST A DISTANCE OF 99.57 FEET;

THENCE NORTH 47°51'50" EAST A DISTANCE OF 306.54 FEET;

THENCE NORTH 0°02'18" EAST A DISTANCE OF 318.40 FEET;

THENCE SOUTH 89°57'42" EAST A DISTANCE OF 11.00 FEET;

THENCE NORTH 0°02'18" EAST A DISTANCE OF 302.44 FEET;

THENCE SOUTH 89°57'42" EAST A DISTANCE OF 312.98 FEET;

THENCE SOUTH 35°01'48" WEST A DISTANCE OF 31.36 FEET;

THENCE SOUTH 0°02'18" WEST A DISTANCE OF 174.31 FEET;

THENCE SOUTH 89°57'42" EAST A DISTANCE OF 1317.13 FEET;

THENCE SOUTH 84°24'16" EAST A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 2521.29 FEET (SAID CURVE SUBTENDED BY A CHORD WHICH BEARS SOUTH 0°28'01" WEST A DISTANCE OF 14.25 FEET) WITH AN ARC LENGTH OF 14.25 FEET;

THENCE SOUTH 89°57'42" EAST A DISTANCE OF 148.49 FEET;

THENCE SOUTH 0°02'17" WEST A DISTANCE OF 2084.25 FEET TO A POINT ON THE SOUTH LINE OF SAID S.E. 1/4;

THENCE SOUTH 89°58'18" WEST, AND ALSO SAID SOUTH LINE, A DISTANCE OF 660.01 FEET TO THE POINT OF BEGINNING. SAID LESS AND EXCEPT TRACT CONTAINS 35.29 ACRES, MORE OR LESS.

DEVELOPER:  
SKYRIDGE HOMES, INC.  
2100 QUAIL CREEK  
NORMAN, OK 73026

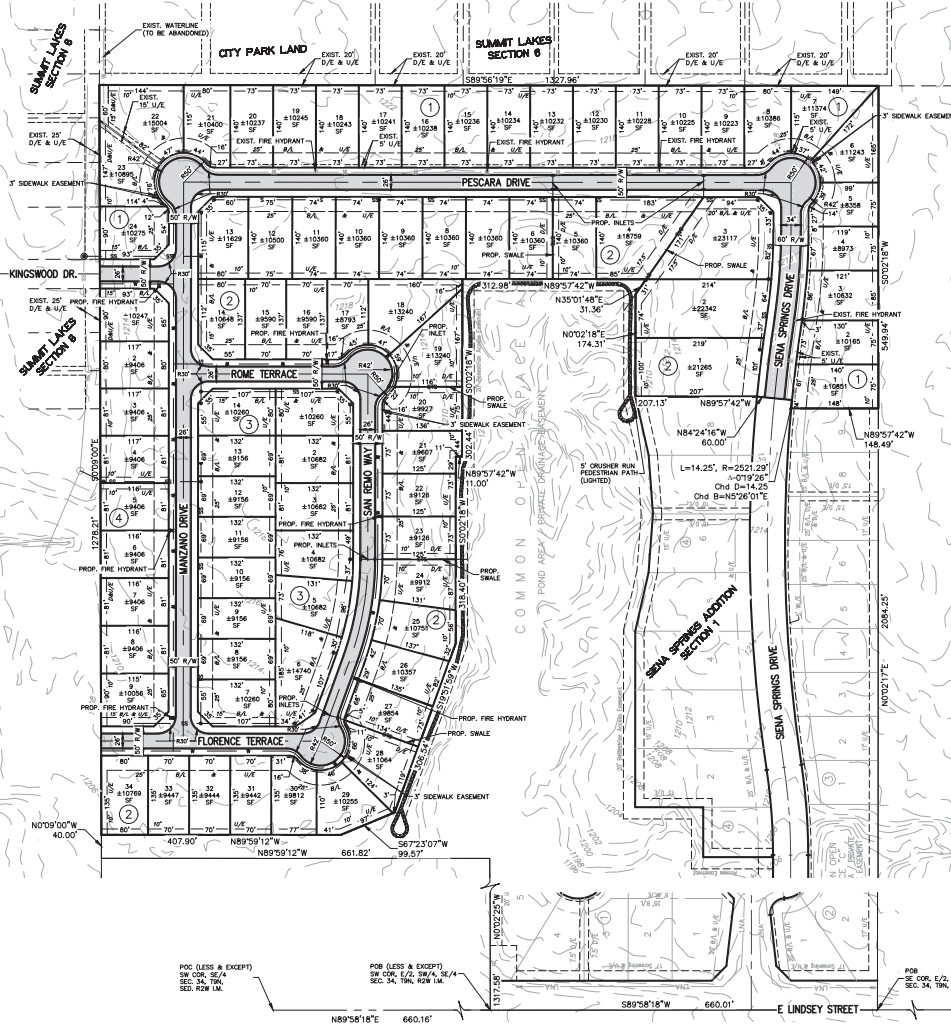
ENGINEER:  
GRUBBS CONSULTING, LLC  
1800 S. SARA ROAD  
YUKON, OKLAHOMA 73099  
(405) 265-0641

# PRELIMINARY PLAT

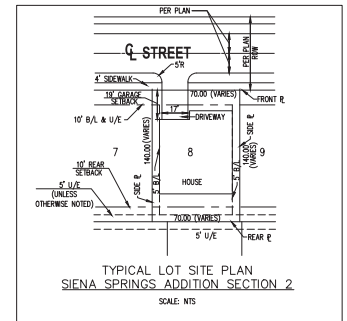
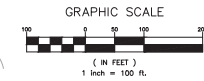
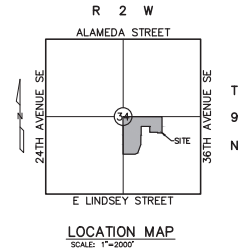
## SIENA SPRINGS ADDITION SECTION 2

A PLANNED UNIT DEVELOPMENT

BEING A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA



SUBDIVISION CONTAINS:  
GROSS SUBDIVISION AREA = 24.80 ACRES  
NUMBER OF LOTS = 81  
CURRENT ZONING = PUD



## PLAT NOTES:

1. COMMON AREAS SHALL BE MAINTAINED BY THE SIENA SPRINGS PROPERTY OWNERS ASSOCIATION.

CA=COMMON AREA

PG=PAGE

BR=BOOK

R/W = RIGHT-OF-WAY

LNA = LIMITS OF NO ACCESS

B/L = BUILDING LINE

U/E = PUBLIC UTILITY EASEMENT

D/E = PUBLIC DRAINAGE EASEMENT

DAU/E = PUBLIC DRAINAGE & UTILITY EASEMENT

PD/E = PRIVATE DRAINAGE EASEMENT

ESMT = EASEMENT

O = FOUND #3 BAR W/ CAP UNLESS OTHERWISE NOTED

● = SET #3 BAR W/ CAP STAMPED "TOLERANCE 5/16\"

⊗ BLOCK NO.

— — — — — PROP. SANITARY SEWER

— — — — — EXIST. SANITARY SEWER

— — — — — PROP. WATERLINE

— — — — — EXIST. WATERLINE

**GRUBBS CONSULTING, LLC**  
CIVIL ENGINEERING & LAND PLANNING  
1800 S. SARA ROAD  
YUKON, OK 73099  
Phone: (405) 265-0641  
Fax: (405) 265-0649  
GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA115 EXP. 06/2022

DATE OF PREPARATION: JULY 29, 2021

PRELIMINARY PLAT OF SIENA SPRINGS ADDITION SECTION 2 SHEET 1 OF 1

**EXHIBIT E - BASE LINE RESULTS  
PUD OF SIENA SPRINGS**

**Laboratory Analytical Report**

21 July 2021

Mr. Mark Cox

Enviro Group LLC

1800 N. Interstate Dr. Ste 124  
Norman, OK 73072

WO: E1G0166

RE: Sienna Springs

Enclosed are the results of analyses for samples received by the laboratory on 7/12/2021. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

DRAFT REPORT





4619 N. S  
Oklahoma City  
405.488.2400 Phone  
405.488.2404 Fax  
www.etilab.com

Enviro Group LLC  
1800 N. Interstate Dr. Ste 124  
Norman OK, 73072

Project: Sienna Springs  
Project Number: [none]  
Project Manager: Mr. Mark Cox

Reported:  
07/21/21 12:41

### South 01

E1G0166-01 (Aqueous) - Sampled: 07/12/21 08:30

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
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#### Conventional Chemistry Parameters by Standard Methods

Dissolved Oxygen	6.11	1.00	mg/L	1	EJG0213	LDH	07/12/21 15:35	SM 4500-O G-2001	H-03
Orthophosphate as P	<0.200	0.200	mg/L	1	EJG0218	LDH	07/13/21 11:40	SM 4500-P E-2011	
pH	8.70		pH Units	1	EJG0321	LDH	07/16/21 11:45	SM 4500-H+ B-2011	H-03
Total Dissolved Solids	210	100	mg/L	1	EJG0287	BT	07/16/21 13:25	SM 2540 C-2011	
Turbidity	2.40	1.15	NTU	1	EJG0193	BT	07/12/21 13:50	SM 2130 B-2001	

#### Microbiological Parameters by IDEXX Methods

E. Coli, MPN	10	10	MPN/100mL	10	EJG0209	BT	07/13/21 14:00	SM 9223 B (Colilert-18)-2004	
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#### Anions by EPA Method 300.0

Nitrate as N	<0.0726	0.0726	mg/L	1	EJG0331	JMG	07/19/21 09:57	EPA 300.0 1993	H-01
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The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.





4619 N. S  
Oklahoma City  
405.488.2400 Phone  
405.488.2404 Fax  
www.etilab.com

Enviro Group LLC  
1800 N. Interstate Dr. Ste 124  
Norman OK, 73072

Project: Sienna Springs  
Project Number: [none]  
Project Manager: Mr. Mark Cox

Reported:  
07/21/21 12:41

### Middle 02

E1G0166-02 (Aqueous) - Sampled: 07/12/21 08:30

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
<b>Conventional Chemistry Parameters by Standard Methods</b>									
Dissolved Oxygen	5.47	1.00	mg/L	1	EJG0213	LDH	07/12/21 15:35	SM 4500-O G-2001	H-03
Orthophosphate as P	<0.200	0.200	mg/L	1	EJG0218	LDH	07/13/21 11:40	SM 4500-P E-2011	
pH	8.68		pH Units	1	EJG0321	LDH	07/16/21 11:45	SM 4500-H+ B-2011	H-03
Total Dissolved Solids	242	100	mg/L	1	EJG0287	BT	07/16/21 13:25	SM 2540 C-2011	
Turbidity	1.80	1.15	NTU	1	EJG0193	BT	07/12/21 13:50	SM 2130 B-2001	
<b>Microbiological Parameters by IDEXX Methods</b>									
E. Coli, MPN	50	10	MPN/100mL	10	EJG0209	BT	07/13/21 14:00	SM 9223 B (Colilert-18)-2004	
<b>Anions by EPA Method 300.0</b>									
Nitrate as N	<0.0726	0.0726	mg/L	1	EJG0331	JMG	07/19/21 10:16	EPA 300.0 1993	H-01

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.





4619 N. S  
Oklahoma City, OK 73104  
405.488.2400 Phone  
405.488.2404 Fax  
www.etilab.com

Enviro Group LLC  
1800 N. Interstate Dr. Ste 124  
Norman OK, 73072

Project: Sienna Springs  
Project Number: [none]  
Project Manager: Mr. Mark Cox

Reported:  
07/21/21 12:41

### North 03

#### E1G0166-03 (Aqueous) - Sampled: 07/12/21 08:30

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
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#### Conventional Chemistry Parameters by Standard Methods

Dissolved Oxygen	6.28	1.00	mg/L	1	EJG0213	LDH	07/12/21 15:35	SM 4500-O G-2001	H-03
Orthophosphate as P	<0.200	0.200	mg/L	1	EJG0218	LDH	07/13/21 11:40	SM 4500-P E-2011	
pH	8.62		pH Units	1	EJG0321	LDH	07/16/21 11:45	SM 4500-H+ B-2011	H-03
Total Dissolved Solids	258	100	mg/L	1	EJG0287	BT	07/16/21 13:25	SM 2540 C-2011	
Turbidity	1.50	1.15	NTU	1	EJG0193	BT	07/12/21 13:50	SM 2130 B-2001	

#### Microbiological Parameters by IDEXX Methods

E. Coli, MPN	<10	10	MPN/100mL	10	EJG0209	BT	07/13/21 14:00	SM 9223 B (Colilert-18)-2004	
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#### Anions by EPA Method 300.0

Nitrate as N	<0.0726	0.0726	mg/L	1	EJG0331	JMG	07/19/21 10:34	EPA 300.0 1993	H-01
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The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



# Laboratory Analytical Report



13 July 2021

Russell Britten

Environmental Testing Inc.  
4619 N. Santa Fe  
Oklahoma City, OK 73118

WO: P1G0037

RE: E1G0166

Enclosed are the results of analyses for samples received by the laboratory on 7/12/2021. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Jorge Gamarra For Russell Britten  
President

Original (P)





4619 N. S  
Oklahoma City  
405.488.2400 Phone  
405.488.2404 Fax  
www.oilab.com

Environmental Testing Inc.

4619 N. Santa Fe  
Oklahoma City OK, 73118

Project Number: E1G0166  
Project Manager: Russell Britten

Reported:  
07/13/21 16:58

**P1G0037-01 (Aqueous)**

Sampled: 7/12/2021 8:30:00AM  
Sample Name: E1G0166-01

Parameter	Result	Reporting Limit	Units	Analyzed	Method	Qualifiers
-----------	--------	-----------------	-------	----------	--------	------------

**Conventional Chemistry Parameters by Standard Methods**

MBAS (Surfactants)	<0.02	0.02	mg/L	07/13/21	SM 5540 C-2000	
--------------------	-------	------	------	----------	----------------	--

ETI-Oilab, LLC

Jorge Gamarra For Russell Britten, President

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



OIL\_OKC

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4619 N. S  
Oklahoma City  
405.488.2400 Phone  
405.488.2404 Fax  
www.oilab.com

Environmental Testing Inc.

4619 N. Santa Fe  
Oklahoma City OK, 73118

Project Number: E1G0166  
Project Manager: Russell Britten

Reported:  
07/13/21 16:58

**P1G0037-02 (Aqueous)**

Sampled: 7/12/2021 8:30:00AM  
Sample Name: E1G0166-02

Parameter	Result	Reporting Limit	Units	Analyzed	Method	Qualifiers
-----------	--------	-----------------	-------	----------	--------	------------

**Conventional Chemistry Parameters by Standard Methods**

MBAS (Surfactants)	<0.02	0.02	mg/L	07/13/21	SM 5540 C-2000	
--------------------	-------	------	------	----------	----------------	--

ETI-Oilab, LLC

Jorge Gamarra For Russell Britten, President

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OIL\_OKC

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4619 N. S  
Oklahoma City  
405.488.2400 Phone  
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www.oilab.com

Environmental Testing Inc.

4619 N. Santa Fe  
Oklahoma City OK, 73118

Project Number: E1G0166  
Project Manager: Russell Britten

Reported:  
07/13/21 16:58

**P1G0037-03 (Aqueous)**

Sampled: 7/12/2021 8:30:00AM  
Sample Name: E1G0166-03

Parameter	Result	Reporting Limit	Units	Analyzed	Method	Qualifiers
-----------	--------	-----------------	-------	----------	--------	------------

**Conventional Chemistry Parameters by Standard Methods**

MBAS (Surfactants)	<0.02	0.02	mg/L	07/13/21	SM 5540 C-2000	
--------------------	-------	------	------	----------	----------------	--

ETI-Oilab, LLC

Jorge Gamarra For Russell Britten, President

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



OIL\_OKC

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Sample Receipt Form: P1G0037



ETI-Oilab, LLC

Printed: 7/13/2021 9:22:42AM

P-1-G-0037

Client: Environmental Testing Inc.  
Project: Oilab Testing

Project Manager: Russell Britten  
Project Number: E1G0166

**Report To:**

Environmental Testing Inc.  
Russell Britten  
4619 N. Santa Fe  
Oklahoma City, OK 73118  
Phone: (405) 488-2400  
Fax: (405) 488-2404

**Invoice To:**

Environmental Testing Inc.  
Russell Britten  
4619 N. Santa Fe  
Oklahoma City, OK 73118  
Phone: (405) 488-2400  
Fax: (405) 488-2404

Date Due: 07/19/21 17:00 (5 day TAT)

Received By: Jorge Gamarra

Date Received: 07/12/21 10:30

Samples Received at:	20°C				
Custody seals	No	Received on ice	No	Sufficient sample	Yes
Containers intact	Yes	Sample or temp blank frozen	No		
COC/Labels agree	Yes	Headspace in VOA vials	No		
Preservation confirmed	No	Correct containers	Yes		

Analysis	Due	TAT	Expires	Comments
----------	-----	-----	---------	----------

P1G0037-01 E1G0166-01 [Aqueous] Sampled 07/12/21 08:30 CST

(oil) Surfactants SM5540	07/16/21 15:00	5	07/14/21 08:30	
--------------------------	----------------	---	----------------	--

P1G0037-02 E1G0166-02 [Aqueous] Sampled 07/12/21 08:30 CST

(oil) Surfactants SM5540	07/16/21 15:00	5	07/14/21 08:30	
--------------------------	----------------	---	----------------	--

P1G0037-03 E1G0166-03 [Aqueous] Sampled 07/12/21 08:30 CST

(oil) Surfactants SM5540	07/16/21 15:00	5	07/14/21 08:30	
--------------------------	----------------	---	----------------	--

# ENVIRONMENTAL TESTING, INC.

P160037

Item 7.

## SUBCONTRACT ORDER

**Sending Laboratory:**

Environmental Testing, Inc.  
4619 N Santa Fe Ave  
Oklahoma City, OK 73118  
Phone: (405) 488-2400  
Fax: (405) 488-2404

Project Manager: Russell Britten

**Subcontracted Laboratory:**

ETI-Oilab LLC  
4619 N. Santa Fe  
Oklahoma City, OK 73118  
Phone: (405) 528-8378  
Fax:

Please report to: reports@etilab.com

**Work Order: E1G0166**

Analysis	Requested TAT	Expires	Comments
<b>Sample ID: E1G0166-01</b> Aqueous Sampled: 07/12/21 08:30			
(oil) Surfactants SM5540	5	07/14/21 08:30	
Containers Supplied: Amber Unpres - 1000mL (C)			
<b>Sample ID: E1G0166-02</b> Aqueous Sampled: 07/12/21 08:30			
(oil) Surfactants SM5540	5	07/14/21 08:30	
Containers Supplied: Amber Unpres - 1000mL (C)			
<b>Sample ID: E1G0166-03</b> Aqueous Sampled: 07/12/21 08:30			
(oil) Surfactants SM5540	5	07/14/21 08:30	
Containers Supplied: Amber Unpres - 1000mL (C)			

Released By

Date/Time

Received By

Date/Time





Enviro Group LLC  
1800 N. Interstate Dr. Ste 124  
Norman OK, 73072

Project: Sienna Springs  
Project Number: [none]  
Project Manager: Mr. Mark Cox

Reported:  
07/21/21 12:41

## QUALITY CONTROL

### Conventional Chemistry Parameters by Standard Methods Environmental Testing, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifiers
---------	--------	-----------------	-------	-------------	---------------	------	-------------	-----	-----------	------------

#### Batch EJG0193 - General Prep - Wet Chem (Aq)

##### Blank (EJG0193-BLK1)

Prepared & Analyzed: 07/12/21

Turbidity	<1.15	1.15	NTU
-----------	-------	------	-----

##### LCS (EJG0193-BS1)

Prepared & Analyzed: 07/12/21

Turbidity	90.0	1.15	NTU	100.0	90	80-120
-----------	------	------	-----	-------	----	--------

##### Duplicate (EJG0193-DUP1)

Source: E1G0083-01

Prepared & Analyzed: 07/12/21

Turbidity	6.90	1.15	NTU	6.70	3	20
-----------	------	------	-----	------	---	----

#### Batch EJG0213 - General Prep - Wet Chem (Aq)

##### Duplicate (EJG0213-DUP1)

Source: E1G0166-03

Prepared & Analyzed: 07/12/21

Dissolved Oxygen	6.29	1.00	mg/L	6.28	0.2	20
------------------	------	------	------	------	-----	----

#### Batch EJG0218 - General Prep - Wet Chem (Aq)

##### Blank (EJG0218-BLK1)

Prepared & Analyzed: 07/13/21

Orthophosphate as P	<0.200	0.200	mg/L
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##### LCS (EJG0218-BS1)

Prepared & Analyzed: 07/13/21

Orthophosphate as P	0.410	0.200	mg/L	0.4000	102	80-120
---------------------	-------	-------	------	--------	-----	--------

##### Matrix Spike (EJG0218-MS1)

Source: E1G0166-01

Prepared & Analyzed: 07/13/21

Orthophosphate as P	0.469	0.208	mg/L	0.4167	0.0300	105	80-120
---------------------	-------	-------	------	--------	--------	-----	--------

##### Matrix Spike Dup (EJG0218-MSD1)

Source: E1G0166-01

Prepared & Analyzed: 07/13/21

Orthophosphate as P	0.458	0.208	mg/L	0.4167	0.0300	103	80-120	2	20
---------------------	-------	-------	------	--------	--------	-----	--------	---	----

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Enviro Group LLC  
1800 N. Interstate Dr. Ste 124  
Norman OK, 73072

Project: Sienna Springs  
Project Number: [none]  
Project Manager: Mr. Mark Cox

Reported:  
07/21/21 12:41

## QUALITY CONTROL

### Conventional Chemistry Parameters by Standard Methods Environmental Testing, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifiers
---------	--------	-----------------	-------	-------------	---------------	------	-------------	-----	-----------	------------

#### Batch EJG0287 - General Prep - Wet Chem (Aq)

##### Blank (EJG0287-BLK1)

Prepared: 07/15/21 Analyzed: 07/16/21

Total Dissolved Solids <50.0 50.0 mg/L

##### LCS (EJG0287-BS1)

Prepared: 07/15/21 Analyzed: 07/16/21

Total Dissolved Solids 1030 100 mg/L 1000 103 80-120

##### Duplicate (EJG0287-DUP1)

Source: E1G0102-09

Prepared: 07/15/21 Analyzed: 07/16/21

Total Dissolved Solids 240 100 mg/L 264 10 10

##### Duplicate (EJG0287-DUP2)

Source: E1G0195-01

Prepared: 07/15/21 Analyzed: 07/16/21

Total Dissolved Solids 3180 200 mg/L 3150 1 10

#### Batch EJG0321 - General Prep - Wet Chem (Aq)

##### LCS (EJG0321-BS1)

Prepared & Analyzed: 07/16/21

pH 7.02 pH Units 7.000 100 99-101

##### Duplicate (EJG0321-DUP1)

Source: E1G0173-01

Prepared & Analyzed: 07/16/21

pH 7.27 pH Units 200 20

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4619 N. Item 7.  
Oklahoma City  
405.488.2400 Phone  
405.488.2404 Fax  
www.etilab.com

Enviro Group LLC  
1800 N. Interstate Dr. Ste 124  
Norman OK, 73072

Project: Sienna Springs  
Project Number: [none]  
Project Manager: Mr. Mark Cox

Reported:  
07/21/21 12:41

## QUALITY CONTROL

Microbiological Parameters by IDEXX Methods  
Environmental Testing, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifiers
---------	--------	-----------------	-------	-------------	---------------	------	-------------	-----	-----------	------------

### Batch EJG0209 - General Prep - Microbiology

#### Blank (EJG0209-BLK1)

Prepared: 07/12/21 Analyzed: 07/13/21

E. Coli, MPN	<1	1	MPN/100mL
--------------	----	---	-----------

#### Duplicate (EJG0209-DUP1)

Source: E1G0166-01RE1 Prepared: 07/12/21 Analyzed: 07/13/21

E. Coli, MPN	<100	100	MPN/100mL	ND	200
--------------	------	-----	-----------	----	-----

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Enviro Group LLC  
1800 N. Interstate Dr. Ste 124  
Norman OK, 73072

Project: Sienna Springs  
Project Number: [none]  
Project Manager: Mr. Mark Cox

Reported:  
07/21/21 12:41

## QUALITY CONTROL

Anions by EPA Method 300.0  
Environmental Testing, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifiers
---------	--------	-----------------	-------	-------------	---------------	------	-------------	-----	-----------	------------

### Batch EJG0331 - General Prep - Wet Chem (Aq)

#### Blank (EJG0331-BLK1)

Prepared & Analyzed: 07/18/21

Nitrate as N	<0.0726	0.0726	mg/L
--------------	---------	--------	------

#### LCS (EJG0331-BS1)

Prepared & Analyzed: 07/18/21

Nitrate as N	0.442	0.0726	mg/L	0.4520	98	90-110
--------------	-------	--------	------	--------	----	--------

#### Matrix Spike (EJG0331-MS1)

Source: E1G0166-01RE1

Prepared & Analyzed: 07/18/21

Nitrate as N	2.22	0.363	mg/L	2.260	ND	98	80-120
--------------	------	-------	------	-------	----	----	--------

#### Matrix Spike Dup (EJG0331-MSD1)

Source: E1G0166-01RE1

Prepared & Analyzed: 07/18/21

Nitrate as N	2.21	0.363	mg/L	2.260	ND	98	80-120	0.3	20
--------------	------	-------	------	-------	----	----	--------	-----	----

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4619 N. S  
Oklahoma City  
405.488.2400 Phone  
405.488.2404 Fax  
www.etilab.com

Enviro Group LLC  
1800 N. Interstate Dr. Ste 124  
Norman OK, 73072

Project: Sienna Springs  
Project Number: [none]  
Project Manager: Mr. Mark Cox

Reported:  
07/21/21 12:41

#### Certifications

Code	Description	Number	Expires
NELAP/OK	NELAP Accredited (ODEQ)	2020-069	08/31/2021
TCEQ	Texas Accredited (TCEQ)	T104704498-21-11	03/31/2022

#### Qualifiers and Definitions

Abbreviation	Description
DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the reporting limit
NR	Not Reported
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference
x	Non-Certified analyte
NA	Not Applicable
Qualifier	Description
H-01	Sample analysis was performed past the method holding time.
H-03	Sample was received and analyzed past the method holding time.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.





**Client:** Enviro Group LLC  
**Project:** Sienna Springs

**Project Manager:** Mr. Mark Cox  
**Project Number:** [none]

**Report To:**

Enviro Group LLC  
Mr. Mark Cox  
1800 N. Interstate Dr. Ste 124  
Norman, OK 73072  
Phone: (405) 740-2225  
Fax: (405) 329-3130

**Invoice To:**

Enviro Group LLC  
Mr. Mark Cox  
1800 N. Interstate Dr. Ste 124  
Norman, OK 73072  
Phone: (405) 740-2225  
Fax: (405) 329-3130

**Date Due:** 07/19/21 17:00 (5 day TAT)

**Received By:** Stephanie Saul

**Date Received:** 07/12/21 09:41

**Logged In By:** Andra Hoot

**Date Logged In:** 07/12/21 09:46

<b>Samples Received at:</b>	6.2°C		
<b>Custody seals</b>	No	<b>Received on ice</b>	Yes
<b>Containers intact</b>	Yes	<b>Sample or temp blank frozen</b>	No
<b>COC/Labels agree</b>	Yes	<b>Headspace in VOA vials</b>	No
<b>Preservation confirmed</b>	No	<b>Correct containers</b>	Yes

**Notes:**

**Preservation Confirmation**

Container ID	Container Type	pH	Date/Time	Lot #
E1G0166-01 A	BOD Bottle	N/A		
E1G0166-02 A	BOD Bottle			
E1G0166-03 A	BOD Bottle			

Preservation Confirmed By \_\_\_\_\_

Date \_\_\_\_\_

Reviewed By \_\_\_\_\_

Date \_\_\_\_\_

ENVIRONMENTAL  
TESTING, INC.



SAMPLE SERIES # 16120

SHADED AREAS FOR LABORATORY USE ONLY

COMPANY: ENVIRO GROUP  
ADDRESS: 4004 Hatterly LN  
NORMAN, OK 73077  
PHONE #: 405 740 2225  
EMAIL: mrc201 L @ Goli.com  
P.O. #:  
CLIENT CONTACT: Mark Cox  
PROJECT #: /MANAGER:  
SITE LOCATION: Sierra Springs

1. WATER
2. SOIL
3. SLUDGE
4. OIL
5. OTHER

P-PLASTIC  
G-GLASS  
V-VOA  
O-OTHER  
T-TEFLON

### LAB COMMENTS

[illegible]

RECEIVED ON ICE: ☒ Y ☐ N @ 4.26  
EQUIPMENT #: 1000543

**SAMPLER:**

FIELD PH:

TEMP:

**REQUESTED TURNAROUND TIME:**

**RUSH REQUIRED: (ADDITIONAL FEES MAY APPLY)**

TIME:

COND:

CALIB:

4  7  10

**RELINQUISHED BY:**

DATE: 7.12.21  
TIME: 9:41

RECEIVED BY:

DATE: 7.12.24  
TIME: 9:41

**COMMENTS:**

**RELINQUISHED BY:**

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

RECEIVED BY:

DATE:
TIME:

RELINQUISHED BY:

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

RECEIVED BY:

DATE:
TIME:

**LOG IN REVIEW:**

188



Environmental Testing, Inc.  
4619 N. Santa Fe  
Oklahoma City, OK 73118  
(405) 488-2400 (phone)  
(405) 488-2404 (fax)  
www.etilab.com

## Environmental Testing Quotation

**Client:** Mr. Mark Cox  
Enviro Group LLC  
1800 N. Interstate Dr. Ste 124  
Norman, OK 73072

**Quote Number:** 1,147  
**Printed:** 07/07/21  
**Effective:** 07/07/21  
**Expires:** 07/07/22

**Project:** Sienna Springs

### Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
<b>Aqueous</b>					
Nitrate 300.0	EPA 300.0 1993	1	5	\$20.00	\$20.00
Orthophosphate 300.0	EPA 300.0 1993	1	5	\$20.00	\$20.00
8081B Pesticides	EPA 8081B 2000	1	5	\$150.00	\$150.00
8151 Herbicides (Aq)	EPA 8151A 1996	1	5	\$180.00	\$180.00
Turbidity SM2130B	SM 2130 B-2001	1	5	\$20.00	\$20.00
Solids TDS SM2540C	SM 2540 C-2011	1	5	\$20.00	\$20.00
pH SM4500-H+B	SM 4500-H+ B-2011	1	5	\$20.00	\$20.00
Diss Oxygen SM4500-O G	SM 4500-O G-2001	1	5	\$20.00	\$20.00
Surfactants SM5540	SM 5540 C-2000	1	5	\$65.00	\$65.00
E. Coli 18 Quanti-Tray	SM 9223 B (Colilert-1)	1	5	\$50.00	\$50.00
				<b>Bid Total:</b>	<b>\$565.00</b>

**We appreciate your business!**  
Please call us at (405) 488-2400 if you have any questions.

**Russell Britten**  
**President**

bid\_ETI-OIL-CBL\_Rev2.0.rpt

# ENVIRONMENTAL TESTING, INC.

## SUBCONTRACT ORDER

Item 7.

### Sending Laboratory:

Environmental Testing, Inc.  
4619 N Santa Fe Ave  
Oklahoma City, OK 73118  
Phone: (405) 488-2400  
Fax: (405) 488-2404

Project Manager: Russell Britten

### Subcontracted Laboratory:

ETI-Oilab LLC  
4619 N. Santa Fe  
Oklahoma City, OK 73118  
Phone: (405) 528-8378  
Fax:

Please report to: reports@etilab.com

### Work Order: E1G0166

Analysis	Requested TAT	Expires	Comments
<b>Sample ID: E1G0166-01</b> <i>Aqueous</i> <i>Sampled: 07/12/21 08:30</i>			
(oil) Surfactants SM5540	5	07/14/21 08:30	
<i>Containers Supplied:</i> Amber Unpres - 1000mL (C)			
<b>Sample ID: E1G0166-02</b> <i>Aqueous</i> <i>Sampled: 07/12/21 08:30</i>			
(oil) Surfactants SM5540	5	07/14/21 08:30	
<i>Containers Supplied:</i> Amber Unpres - 1000mL (C)			
<b>Sample ID: E1G0166-03</b> <i>Aqueous</i> <i>Sampled: 07/12/21 08:30</i>			
(oil) Surfactants SM5540	5	07/14/21 08:30	
<i>Containers Supplied:</i> Amber Unpres - 1000mL (C)			

Released By

Date/Time

Received By

Date/Time



# ENVIRONMENTAL TESTING, INC.

## SUBCONTRACT ORDER

**Sending Laboratory:**

Environmental Testing, Inc.  
4619 N Santa Fe Ave  
Oklahoma City, OK 73118  
Phone: (405) 488-2400  
Fax: (405) 488-2404

Project Manager: Russell Britten

**Subcontracted Laboratory:**

Ana-Lab Corporation  
2600 Dudley Road, PO Box 9000  
Kilgore, TX 75663  
Phone: (903) 984-0551  
Fax: (903) 984-5914

Please report to: reports@etilab.com

**Work Order: E1G0166**

Analysis	Requested TAT	Expires	Comments
<b>Sample ID: E1G0166-01 Aqueous Sampled: 07/12/21 08:30</b>			
(sub) 8151 Herbicides (Aq)	5	07/19/21 08:30	
<i>Containers Supplied:</i> Amber Unpres - 1000mL (D)			
<b>Sample ID: E1G0166-02 Aqueous Sampled: 07/12/21 08:30</b>			
(sub) 8151 Herbicides (Aq)	5	07/19/21 08:30	
<i>Containers Supplied:</i> Amber Unpres - 1000mL (D)			
<b>Sample ID: E1G0166-03 Aqueous Sampled: 07/12/21 08:30</b>			
(sub) 8151 Herbicides (Aq)	5	07/19/21 08:30	
<i>Containers Supplied:</i> Amber Unpres - 1000mL (D)			

Released By

Date/Time

Received By

Date/Time





SUBDIVISION CONTAINS:  
GROSS SUBDIVISION AREA = 24.80 ACRES  
NUMBER OF LOTS = 81  
CURRENT ZONING = PUD

DEVELOPER:  
SKYRIDGE HOMES, INC  
2100 QUAIL CREEK  
NORMAN, OK 73026

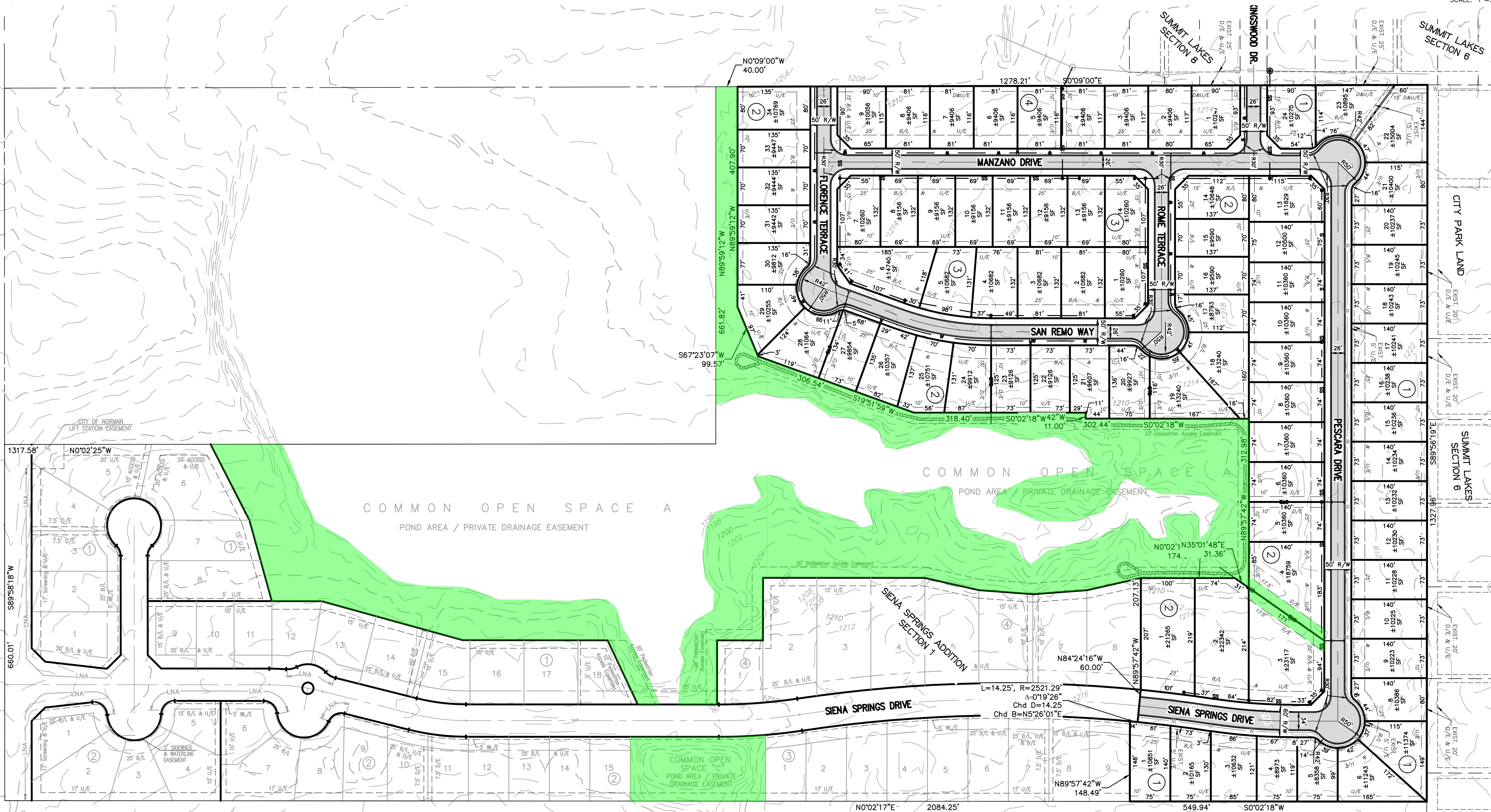
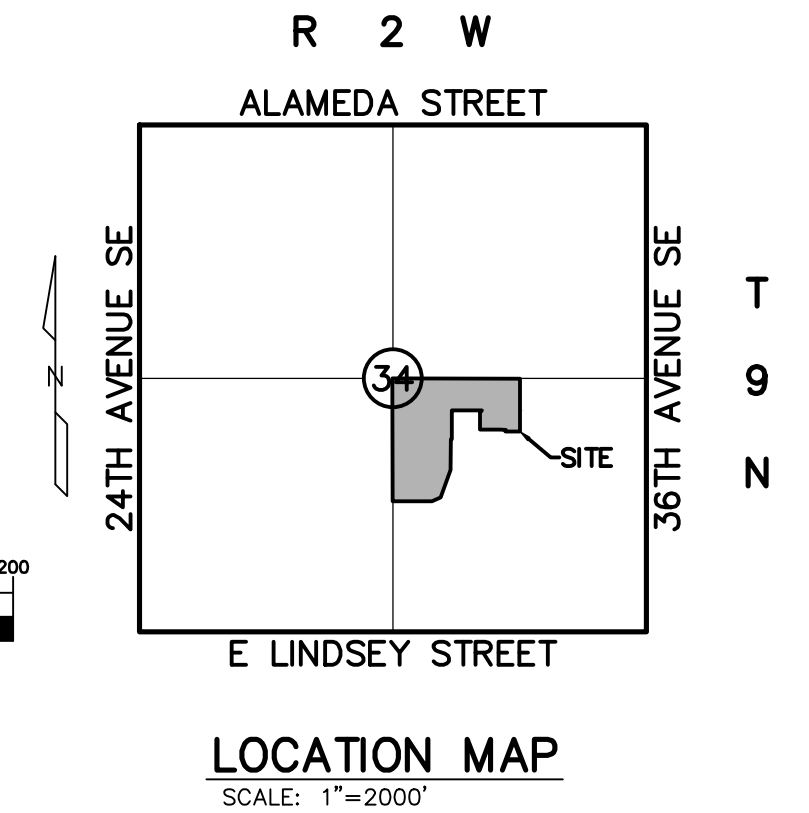
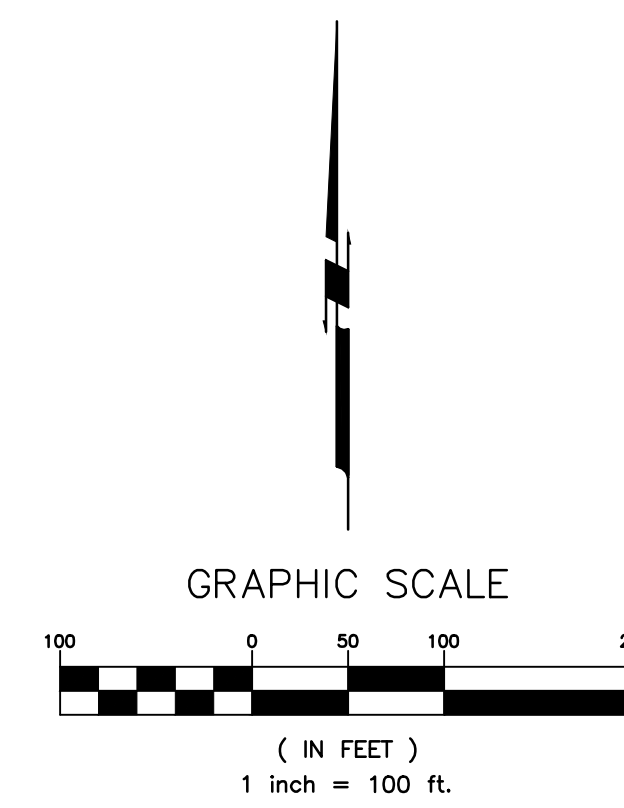
ENGINEER:  
GRUBBS CONSULTING, LLC  
1800 S. SARA ROAD  
YUKON, OKLAHOMA 73099  
(405) 265-0641

# EXHIBIT F - OPEN SPACE EXHIBIT

## SIENA SPRINGS ADDITION SECTION 2

### A PLANNED UNIT DEVELOPMENT

BEING A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION  
THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF  
THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA





ORDINANCE NO. O-2122-13

ITEM NO. 14

**STAFF REPORT****GENERAL INFORMATION**

APPLICANT	Skyridge Homes, Inc.
REQUESTED ACTION	Amendment of the Planned Unit Development established by Ordinance No. O-0607-9
EXISTING ZONING	PUD, Planned Unit Development District
SURROUNDING ZONING	North: R-1, Single Family Dwelling District East: A-2, Rural Agricultural District South: PUD O-0607-9 and RE, Residential Estates District West: R-1, Single Family Dwelling District
LOCATION	North of East Lindsey Street and approximately ½ mile east of 24 <sup>th</sup> Avenue S.E.
SIZE	24.80 acres, more or less
PURPOSE	Amend PUD to change site development plan and update area regulations
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Single-family residential East: Single-family residential South: Single-family residential West: Single-family residential
2025 LAND USE PLAN DESIGNATION	Low Density Residential Designation

**SYNOPSIS:** The applicant is requesting to amend the existing Planned Unit Development containing approximately 24.80 acres to change the Site Development Plan and update the area regulations.

**HISTORY:** In 2006, this property was rezoned from RE, Residential Estates District, to PUD, Planning Unit Development, with Ordinance No. O-0607-9. The PUD allowed for development



in three phases. The first phase of the development is mostly built out. The preliminary phase two and three has expired and the new owner/developer is requesting to change the street layout and add a rear yard setback regulation to this PUD Narrative; the rear yard setback regulation was inadvertently left off the first PUD.

### **ZONING ORDINANCE CITATION:**

#### **SEC. 420 – PLANNED UNIT DEVELOPMENT**

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

Specifically, the purposes of this section are to encourage:

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

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

**EXISTING ZONING:** The existing PUD allows for the development of a single-family residential neighborhood. The PUD was created with the intent to be environmentally sensitive and have large lots focused around the lake amenity.

**ANALYSIS:** The particulars of this PUD include:

**USE:** The PUD Narrative allows for single-family residences.

**OPEN SPACE:** The open space for the development is shown on Exhibit F. The open space surrounds the perimeter of the lake with an additional retention pond on the east side of the development. The developer shows proposed trails around the perimeter of the lake on the site development plan; these are also part of the PUD Narrative.

**PHASES:** This rezoning and preliminary plat request is for the final phase of the development, phases two and three.

**SITE PLAN/ACCESS:** The site development plan shows three access points for phase two of Siena Springs. The first is Siena Springs Dr. off E. Lindsey St. The second and third access points, Kingswood Dr. and Florence Terr., are from the Summit Lakes addition to the west. The site development plan shows 81 lots; all lots have a minimum of 8,200 square feet which is consistent with the original PUD.

**AREA REGULATIONS:** The area regulations for the PUD amendment remain the same with the exception of the rear yard setback, which was missing from the 0607-9 PUD. The proposed rear yard setback is 20' or 20% of the lot, whichever is smaller. The applicant is also proposing to include the maximum allowed lot coverage of 65%, this also was not included in the previous PUD Narrative. This is consistent with the regulations for the R-1, Single-Family Dwelling District area regulations.

**STORMWATER:** The stormwater pollution prevention plan was submitted in full to City staff. The 182-page document was not included in the Planning Commission Agenda packet to save paper and file size. The document is available for review; please reach out to City Planning staff to review.

**ALTERNATIVES/ISSUES:**

**IMPACTS:** The amendments to the site development plan are consistent with the original proposal for the subject property. This area has recently developed with more single-family residential properties and the public infrastructure is sufficient for this proposal. The existing and amended PUD contain measures to ensure the development is environmentally sensitive.

**OTHER AGENCY COMMENTS:**

**PUBLIC WORKS:** The applicant has submitted a preliminary plat for consideration concurrently with the PUD amendment. Sidewalks and public streets for the development will be constructed to City standards. Stormwater runoff will be conveyed to an existing privately-maintained detention facility. Water and sanitary sewer are available to the site.

**GREENBELT COMMISSION GB 21-26**

**August 16, 2021**

The item is being sent forward with no additional comments.

**PREDEVELOPMENT PD21-15**

**May 27, 2021**

At the time of the predevelopment meeting, the developer was considering amending the PUD to allow for smaller lot sizes. The applicant has since decided to keep the lot sizes the

same as the existing PUD. Neighbors were concerned about water runoff, detention discharge into the pond, number of swales, increased impervious coverage, and protecting the environment/open area concept. The neighbors want any new development to follow the existing covenants for the subdivision. The applicant will not be changing any covenants for the property.

**CONCLUSION:** Staff forwards this rezoning request and Ordinance No. O-2122-13 to the Planning Commission for your consideration.

**NORMAN PLANNING COMMISSION  
REGULAR SESSION MINUTES**

**SEPTEMBER 9, 2021**

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9<sup>th</sup> day of September, 2021.

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

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

\* \* \*

**ROLL CALL**

**MEMBERS PRESENT**

Steven McDaniel  
Erica Bird  
Lark Zink  
Dave Boeck  
Sandy Bahan  
Michael Jablonski

**MEMBERS ABSENT**

Erin Williford  
Nouman Jan

A quorum was present.

**STAFF MEMBERS PRESENT**

Jane Hudson, Director, Planning &  
Community Development  
Lora Hoggatt, Planning Services Manager  
Logan Hubble, Planner I  
Anais Starr, Planner II  
Roné Tromble, Recording Secretary  
Ken Danner, Subdivision Development  
Manager  
Jack Burdett, Subdivision Development  
Coordinator  
Todd McLellan, Development Engineer  
Bryce Holland, Multimedia Specialist  
Beth Muckala, Asst. City Attorney  
Heather Poole, Asst. City Attorney  
Jami Short, Traffic Engineer

\* \* \*

Item No. 14, being:

**O-2122-13 – SKYRIDGE HOMES, INC. REQUESTS AMENDMENT OF THE EXISTING PUD, PLANNED UNIT DEVELOPMENT (O-0607-9) FOR APPROXIMATELY 24.80 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF E. LINDSEY STREET BETWEEN 24<sup>TH</sup> AVENUE S.E. AND 36<sup>TH</sup> AVENUE S.E.**

**ITEMS SUBMITTED FOR THE RECORD:**

1. Location Map
2. Staff Report
3. PUD Narrative with Exhibits A-F

and

Item No. 15, being:

**PP-2122-4 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SKYRIDGE HOMES, INC. (GRUBBS CONSULTING, L.L.C.) FOR SIENA SPRINGS ADDITION SECTION 2, A PLANNED UNIT DEVELOPMENT FOR 24.80 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF E. LINDSEY STREET BETWEEN 24<sup>TH</sup> AVENUE S.E. AND 36<sup>TH</sup> AVENUE S.E.**

**ITEMS SUBMITTED FOR THE RECORD:**

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

**PRESENTATION BY STAFF:**

1. Ms. Lora Hoggatt presented the staff report. Protests were received on this item, which represented 20.9% of the notification area.

**PRESENTATION BY THE APPLICANT:**

1. Mr. Sean Rieger, representing the applicant
2. Mr. Todd McLellan, Development Engineer

**AUDIENCE PARTICIPATION:**

None

**DISCUSSION AND ACTION BY THE PLANNING COMMISSION:**

*Dave Boeck moved to recommend adoption of Ordinance No. O-2122-13 and PP-2122-4 to City Council. Michael Jablonski seconded the motion.*

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

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

The motion, to recommend adoption of Ordinance No. O-2122-13 and PP-2122-4 to City Council, passed by a vote of 5-1.

\*\*\*

**File Attachments for Item:**

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



## Item 8

### CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 10/12/2021

**REQUESTER:** Food and Shelter, Inc.

**PRESENTER:** Jane Hudson, Director of Planning and Community Development

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

#### **SYNOPSIS:**

The applicant, Food and Shelter, is proposing an amendment to the existing PUD Narrative, Food and Shelter Addition, adopted for this site in August of 2015 to a SPUD, Simple Planned Unit Development, Food and Shelter, Phase 2. The applicant plans to amend the use for this subject property to allow for development of a Food & Resource Center to provide additional access to food and groceries. The proposed site plan shows the structure south of the existing housing/office use developed with the first PUD.

#### **HISTORY:**

The property Food and Shelter purchased from the Oklahoma Department of Mental Health and Substance Abuse Services in 2015 was approximately three-acres. The north two-acres were fully developed with the existing permanent supportive and transitional residential cottages and a single main building that may offer an office area, cafeteria, laundry, and warming shelter services if needed in emergency situations. The first phase of the Food and Shelter PUD included this subject tract; however, the use was planned for family cottages. With this new proposal there will be additional community services provided.



## DISCUSSION

### ZONING ORDINANCE CITATION:

#### SEC. 420.05 SIMPLE PLANNED UNIT DEVELOPMENTS

**General Description.** The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

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

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

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

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

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

### ANALYSIS:

This Simple Planned Unit Development is for the expansion of the Food and Shelter services located at 201 Reed Avenue. The proposed expansion will be directly south of the existing Food and Shelter development. This proposed expansion seeks to allow for a Food and Resource Center to provide additional access to food, groceries, and additional resources to the community.



The particulars of this SPUD include:

**USE:** The below uses are proposed for this site.

- Food & Resource Center.
- Homeless Shelter.
- Non-Profit Discount Community Grocery Store/Food Pantry.
- Residential Dwelling Units.
- Churches and Similar Religious Services.
- The following uses so long as they are ancillary to the operation of a Food & Resource Center and/or Homeless Shelter and are not standalone uses on the Property:
  - Intake and Assessment Services.
  - Case Management Services.
  - Resource Development Services.
  - Community Education Services.
  - Job Placement Services.
  - Volunteer Training.
  - Internship Programs.
  - Professional Development Programs and Services.
  - Housing Support Services.
  - Emergency Support Services for Guests/Patrons of the Property.
  - Office Uses.
  - Counseling Services.
  - Professional Support Services.
  - Education Classes and Services.
  - Medical Care Clinics and Services.
  - Non-Profit/Ancillary Child Care Services.

**OPENSOURCE/GREENSPACE:** The site is 1.07 acres and the open area/greenspace shown is .43 acres or 40% of the site.

**PARKING:** The site is proposed with 28 parking spaces.

**FENCING:** A solid and opaque fence, similar to the existing perimeter fence around the Applicant's adjoining property to the North, shall be installed and maintained along the Property's Northern perimeter. This fence will provide a buffer between the proposed parking lot and the rear of the residential cottages.

**LANDSCAPING:** Landscaping for the site will be completed as proposed on Exhibit B, attached to the SPUD Narrative. A two-foot (2') landscape strip will be located between the perimeter fence on the north side of this proposal and the parking spaces, as shown on the Preliminary Site Development Plan. The tree species will consist of those currently adopted in the Zoning Ordinance, Appendix F and as shown on Exhibit E of the SPUD Narrative.

**PHASES:** There are no phases planned for this portion of the development – a single structure is proposed.

**SIGNAGE:** All signage shall comply with the applicable requirements contained in the City of Norman Sign Code, Chapter 18, for office use, as amended from time to time.

**LIGHTING:** All commercial exterior lighting on the Property shall be installed in conformance with the City of Norman's Commercial Outdoor Lighting Standards, contained in Section 431.6 of the Zoning Ordinance.

**HEIGHT:** No building on the Property shall exceed two and one-half (2.5) stories or thirty-five (35') feet in height.

**EXTERIOR MATERIALS:** The exterior materials of the proposed building to be constructed may be of brick, stone, synthetic stone, stucco, EIFS, masonry, metal accents and any combination thereof.

**SANITATION:** The Property will utilize double load trash dumpsters in the location shown on the Preliminary Site Development Plan. The dumpster shall be screened within an enclosure that is constructed with materials that are compatible with the main building's exterior.

### **ALTERNATIVES/ISSUES:**

**IMPACTS:** Reed Avenue is a local street. Street paving improvements for this property were included with platting requirements for Food and Shelter Section 1.

**SITE PLAN:** Access for this site will be from Reed Avenue. There are two points of access from Reed Avenue. The site plan depicts the location of the proposed facility/office located directly adjacent to Reed Avenue with a 6' front building setback shown on the preliminary plat. The applicant has stated in the SPUD Narrative, the front door of the new facility will be oriented on the north side of the building, facing away from the residential use across Reed Avenue.

### **OTHER AGENCY COMMENTS:**

#### **GREENBELT COMMISSION MEETING 21-23 - August 16, 2021**

Greenbelt Commissioners forward this item with no additional comments.

#### **PRE-DEVELOPMENT MEETING 21-20 - June 24, 2021**

##### **Neighbor's Comments/Concerns/Responses**

- The current site is not being maintained/properly cleaned.
- The current management is not taking care of the existing issues at the site; how do we know this new project will be managed?
- This facility should be built on Main Street, next to the bus stop.
- No security at the existing facility, this new facility will bring more people and still no security.
- No management.
- The current tenants don't pay rent.
- All the promises made to the community have not been done.

Applicant's representative: The applicant was not able to attend the meeting tonight but all of your comments and concerns will be passed along. The overall plan for the site is much bigger than just a food pantry – this is to serve the community in ways not currently offered.

**BOARD OF PARKS:** This proposal is considered an institutional use; there is no requirement for parkland dedication.

**PUBLIC WORKS:** The applicant has submitted everything needed to adequately address the platting requirements. All public improvements including street paving, drainage, sanitary sewer and water with fire hydrants are existing for this portion of the development. Sidewalk improvements will be required as part of the platting process.

**RECOMMENDATION:**

Staff forwards this request for rezoning from a PUD, Planned Unit Development to a SPUD, Simple Planned Unit Development as Ordinance No. O-2122-14 for consideration by City Council.

At their meeting of September 9, 2021, Planning Commission recommended adoption of Ordinance O-2122-14 by a vote of 6-0.

The Planning Commission Chair asked if the applicant would be making the drive on the south of the property a one-way lane because the proposed lane width does not meet the minimum width requirements for a two-way lane. The applicant agreed to mark this drive as a one-way ingress lane. This will provide better circulation for sanitation trucks.

O-2122-14

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST, OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (East of Reed Avenue and approximately 717' south of East Main Street)

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

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the PUD, Planned Unit Development District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

A part of the Southeast Quarter (SE/4) of Section 29-T9N-R2W more particularly described as follows:

Beginning at the Northeast corner of said SE/4, thence S89°24'23"W along North line of said SE/4 a distance of 1641.99 feet, thence S00°00'55"E a distance of 50.00 feet to a point, being the intersection of the East right of way line of Reed Avenue and the South ROW line of Main Street, thence

Ordinance No. O-2122-14

Page 2

S00°00'55"E along said Reed East ROW line a distance of 431.57 feet to the POINT OF BEGINNING;

Thence N89°59'05"E a distance of 333.75 feet, Thence S00°00'55"E a distance of 149.03 feet, Thence N89°59'05"E a distance of 58.59 feet, Thence S00°00'55"E a distance of 86.97 feet, Thence S89°59'05"W a distance of 131.52 feet, Thence S00°00'55"E a distance of 179.52 feet, Thence S89°59'05"W a distance of 260.80 feet to a point on East Reed Street ROW line, Thence N00°00'55"W along said East ROW line for 415.52 feet to Point of Beginning;

LESS AND EXCEPT FOOD & SHELTER ADDITION SECTION 1.

Said tract contains 1.74 acres, more or less.

§ 5. Further, pursuant to the provisions of Section 22:420.05 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the SPUD Narrative and the Site Development Plan, approved by the Planning Commission on September 9, 2021, and supporting documentation submitted by the applicant and approved by the Planning Commission, and made a part hereof.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

NOT ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)

## FOOD AND SHELTER PHASE 2

SIMPLE PLANNED UNIT DEVELOPMENT  
(AN AMENDMENT TO THE EXISTING PUD)

APPLICANT:

FOOD AND SHELTER, INC.

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT  
PRELIMINARY PLAT

August 2, 2021  
Revised September 2, 2021

PREPARED BY:

RIEGER LAW GROUP PLLC  
136 Thompson Drive  
Norman, Oklahoma 73069

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- C. Elevation and Topography
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- A. Permitted Uses
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### EXHIBITS

- A. Legal Description
- B. Site Development Plan
- C. Permitted Uses
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- E. Tree Species List
- F. Open Space Exhibit

## **I. INTRODUCTION**

This Simple Planned Unit Development (the “**SPUD**”) is being submitted for an expansion of the existing Food and Shelter development located at 201 Reed Avenue. The proposed expansion will take place directly to the south of the existing Food and Shelter development, which was originally zoned and preliminary platted for additional dwelling units. This proposed expansion seeks to allow for a Food and Resource Center to provide additional access to food, groceries, and additional resources to the community. The legal description of the parcel sought to be rezoned and developed as described herein is attached as **Exhibit A** (the “**Property**”). This SPUD seeks to amend the existing PUD, O-1415-41, in order to allow for the development of the Food and Resource Center.

## **II. PROPERTY DESCRIPTIONS; EXISTING CONDITIONS**

### **A. Location**

The Property is located immediately south of the existing Food and Shelter development, which is located at 201 Reed Avenue. The Property is located East of Reed Avenue and South of Main Street.

### **B. Existing Land Use and Zoning**

The existing zoning is PUD, and the existing NORMAN 2025 Land Use Plan designation is Institutional. The properties to the west are zoned R-2, Two-Family Dwelling and have a NORMAN 2025 Land Use Plan designation of low density residential.

### **C. Elevation and Topography; Drainage**

The Property is unimproved and essentially flat with little to no elevation change on the site. Stormwater will be conveyed to an existing detention facility located on the East side of the Property.

### **D. Utility Services**

The necessary utility services for this project are already located on or near the Property. Utilities will be extended to the Property as necessary.

### **E. Fire Protection Services**

Fire protection services will be provided by the City of Norman Fire Department and per the City of Norman regulations for such.

### **F. Traffic Circulation and Access**



The Property will be served with primary vehicular access by way of the immediately adjacent Reed Avenue right-of-way on the West, as more particularly shown on the attached Site Plan.

### **III. DEVELOPMENT PLAN AND DESIGN CONCEPT**

#### **A. Permitted Uses**

The allowable uses for the Property are attached as **Exhibit C**.

#### **B. Site Development Plan**

The proposed Preliminary Site Development Plan for the Property is concurrently submitted with this PUD as **Exhibit B** and shall be incorporated herein as an integral part of this PUD. The Property shall be developed in substantial conformance with the Preliminary Site Development Plan, subject to final design development and the changes allowed by Section 22.420.05(11) of the City of Norman's SPUD Ordinance, as may be amended from time to time.

#### **C. Miscellaneous Development Criteria**

##### **1. Traffic Access/Circulation/Sidewalks/Main Entrance**

Traffic access and circulation will be from Reed Avenue, as shown on the Site Plan. Sidewalks will be installed along Reed Avenue. Street paving for Reed Avenue is existing. The main entrance to the building to be constructed on the Property shall be located on the north side of the structure.

##### **2. Signage**

All signage shall comply with the applicable requirements contained in the City of Norman Sign Code, Chapter 18, for office use, as amended from time to time.

##### **3. Lighting**

All commercial exterior lighting on the Property shall be installed in conformance with the City of Norman's Commercial Outdoor Lighting Standards, contained in Section 431.6 of the City of Norman's Zoning Ordinance, as amended from time to time.

##### **4. Height**

No building on the Property shall exceed two and one-half (2.5) stories or thirty-five (35') feet in height.

##### **5. Parking**

The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

#### **6. Sanitation**

The Property will utilize trash dumpsters in the location shown on the Preliminary Site Development Plan. The dumpsters shall be screened within an enclosure that is constructed with materials that are compatible with the main building's exterior.

#### **7. Landscape Buffer/Fencing**

A solid and opaque fence, substantially similar to the existing perimeter fence around the Applicant's adjoining property to the North, shall be installed and maintained along the Property's Northern perimeter. An open space landscaping strip will be located between the perimeter fence discussed above and the parking spaces for the Property, as shown on the Preliminary Site Development Plan. All trees to be planted on the Property shall be of the type listed on the tree species list attached hereto as **Exhibit E**. An exhibit showing the total open space for the Property is attached hereto as **Exhibit F**.

#### **8. Exterior Materials**

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

**EXHIBIT A**

Legal Description of the Property

**LEGAL DESCRIPTION  
FOOD & SHELTER ADDITION SECTION 2  
NORMAN, CLEVELAND COUNTY, OKLAHOMA**

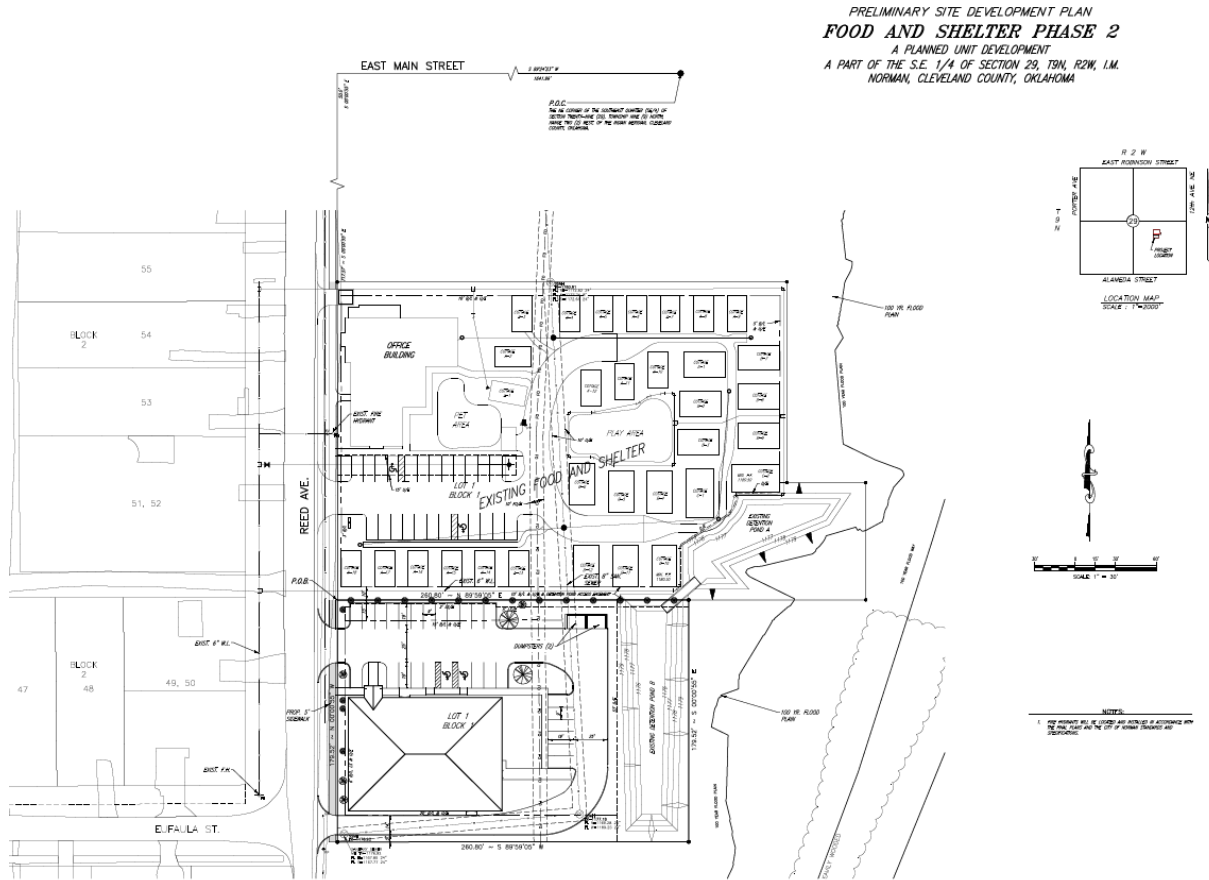
A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST, OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SE/4; THENCE SOUTH 89°24'23" WEST ALONG THE NORTH LINE OF SAID SE/4, A DISTANCE OF 1641.99 FEET; THENCE SOUTH 00°00'55" EAST A DISTANCE OF 50.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF REED AVENUE AND THE SOUTH RIGHT OF WAY LINE OF MAIN STREET; THENCE SOUTH 00°00'55" EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 667.57 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°59'05" EAST A DISTANCE OF 260.80 FEET;  
THENCE SOUTH 00°00'55" EAST A DISTANCE OF 179.52 FEET;  
THENCE SOUTH 89°59'05" WEST A DISTANCE OF 260.80 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE;  
THENCE NORTH 00°00'55" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 179.52 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 1.07 ACRES, MORE OR LESS.

# **EXHIBIT B** **Preliminary Site Development Plan** *Full Size PDF Submitted to City Staff*



**EXHIBIT C**  
Permitted Uses

Permitted Uses:

- Food & Resource Center.
- Homeless Shelter.
- Non-Profit Discount Community Grocery Store/Food Pantry.
- Residential Dwelling Units.
- Churches and Similar Religious Services.
- The following uses so long as they are ancillary to the operation of a Food & Resource Center and/or Homeless Shelter and are not standalone uses on the Property:
  - Intake and Assessment Services.
  - Case Management Services.
  - Resource Development Services.
  - Community Education Services.
  - Job Placement Services.
  - Volunteer Training.
  - Internship Programs.
  - Professional Development Programs and Services.
  - Housing Support Services.
  - Emergency Support Services for Guests/Patrons of the Property.
  - Office Uses.
  - Counseling Services.
  - Professional Support Services.
  - Education Classes and Services.
  - Medical Care Clinics and Services.
  - Non-Profit/Ancillary Child Care Services.

**EXHIBIT D**

# Preliminary Plat

*Full Size PDF Submitted to City Staff*

## PRELIMINARY PLAT

## FOOD AND SHELTER PHASE 2

### A PLANNED UNIT DEVELOPMENT

A PART OF THE S.E. 1/4 OF SECTION 29, T9N, R2W, I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP  
SCALE : 1"=2000'

2000

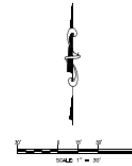
LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHERLY QUARTER (S/4) OF SECTION THIRTY-NINE (39), TOWNSHIP ONE (1) NORTH, RANGE TWO (2) WEST, OF THE INDIAN RESERVATION, COBBLELAND COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SE&A; THENCE SOUTHERLY 89°24'27" WEST ALONG THE NORTH LINE OF SAID SE&A; A DISTANCE OF 184.03 FEET; THENCE SOUTHERLY 89°24'27" EAST A DISTANCE OF 50.00 FEET TO A POINT; SAID POINT BEING THE INTERSECTION OF THE EAST LINE OF SAID LINE OF FEED AVENUE; AND THE SOUTH LINE OF SAID LINE OF MAIN STREET; THENCE SOUTHERLY 89°24'27" EAST ALONG SAID EAST LINE OF SAID LINE OF MAIN STREET A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

WEDGE NORTH 80°00'00" EAST A DISTANCE OF 200.00 FEET;  
WEDGE SOUTH 80°00'00" EAST A DISTANCE OF 179.52 FEET;  
WEDGE SOUTH 80°00'00" WEST A DISTANCE OF 200.00 FEET TO A POINT ON SAID EAST FRONT OF HAY GARD;  
WEDGE NORTH 80°00'00" WEST ALONG SAID EAST FRONT OF HAY GARD, A DISTANCE OF 179.52 FEET TO THE  
POINT OF BEGINNING;

S40 TRACT CONTAINS 1.07 ACRES, MORE OR LESS.



NOTES:

1. FIRE HYDRANTS WILL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
2. ALL PROPOSED MATERIALS SHALL BE #1 UNLESS OTHERWISE NOTED.

**EXHIBIT E****Tree Species List**

Item 8.

Plant species that DO MEET required cultural characteristics suitable for Norman's climate and landscaping requirements.

**\*OKLAHOMA PROVEN SPECIES NOTED IN CHARACTERISTICS = OP.**

DECIDUOUS TREES	HEIGHT	SPACE	CHARACTERISTICS
<u>Acer ginnala</u> Amur Maple	15-25'	15-20'	Drought tolerant
<u>Acer rubrum</u> Red Maple	50'	30'	Drought tolerant
<u>Acer saccharum</u> Caddo Sugar Maple	50-75'	30-50'	Drought tolerant *OP
<u>Betula nigra</u> River Birch	60-70'	40'	Drought tolerant
<u>Cercis Canadensis</u> 'Oklahoma' Oklahoma Redbud	15-30'	10-15'	Drought tolerant *OP
<u>Chilopsis linearis</u> Desert Willow	15-20'	10-15'	Drought tolerant
<u>Eleagnus angustifolia</u> Russian Olive	25'	15'	Drought tolerant, very tough
<u>Fraxinus pennsylvanica lanceolata</u> Urbanite Ash	40-70'	20-30'	Drought tolerant
<u>Ginkgo biloba</u> Chinese Maidenhair	20-40'	15-25'	Drought tolerant
<u>Gleditsi triacanthos</u> Thornless Honeylocust	40-60'	30'	Drought tolerant
<u>Gymnocladus dioica</u> Kentucky Coffee Tree	60'	30'	Drought tolerant *OP
<u>Koelreuteria paniculata</u> Goldenrain Tree	40-60'	30-40'	Drought tolerant
<u>Malus spp.</u> 'Prairifire' Crabapple	20'	15'	Drought tolerant *OP
<u>Nyssa sylvatica</u> Black Gum	80'	40'	Drought tolerant *OP
<u>Pistache chinensis</u> Chinese Pistache	30-50'	15-25'	Drought tolerant *OP
<u>Platanus acerifolia</u> London Planetree	65-90'	25-50'	Drought tolerant
<u>Quercus macrocarpa</u> Bur Oak	70'	50'	Drought tolerant *OP
<u>Quercus nigrea</u> Water Oak	40-90'	20-40'	Drought tolerant

DECIDUOUS TREES	HEIGHT	SPACE	CHARACTERISTICS
<u>Quercus rubra</u> Northern Red Oak	60-80'	25-30'	Drought tolerant
<u>Quercus shumardii</u> Shumard Oak	40-90'	20-40'	Drought tolerant *OP
<u>Sapindus drummondi</u> Western Soapberry	25-40'	15-25'	Drought tolerant
<u>Taxodium distichum</u> Bald Cypress	70'	35'	Drought tolerant *OP
<u>Ulmus Americana</u> var. American Elm-Dutch Elm resist	60'	40'	Drought tolerant
<u>Ulmus crassifolia</u> Cedar Elm	60'	30'	Drought tolerant *OP
<u>Ulmus parvifolia</u> Lacebark Elm	40-60'	30-40'	Drought tolerant

DECIDUOUS SHRUBS	HEIGHT	SPACE	CHARACTERISTICS
<u>Berberis thunbergii</u> Barberry	1-2'	3-5'	Semi-Drought tolerant
<u>Buddleia davidii</u> Butterfly Bush	4-10'	10'	Drought tolerant
<u>Euonymus alata</u> Burning Bush	2'	4-5'	Drought tolerant
<u>Forsythia spp.</u> Forsythia	4-10'	Spreading 4-6'	Drought tolerant, Tolerates range of soil
<u>Hibiscus syriacus</u> Rose-of-Sharon	6-10'	4-6'	Drought tolerant Tolerates range of soil
<u>Lagerstroemia indica</u> Crape myrtle	8-15'	4-6'	Drought tolerant *OP
<u>Viburnum carlesii</u> Korean spice Viburnum	4-8'	5'	Drought tolerant *OP



EVERGREEN TREES	HEIGHT	SPACE	CHARACTERISTICS
<u>Cedrus atlantica</u> Atlas Cedar	15-25'	12-15'	Drought tolerant
<u>Cupressus arizonica</u> Arizona Cypress	20-40'	6-8'	Drought tolerant *OP
<u>Euonymus kiautschovicus</u> Spreading Euonymus	4-7'	3-4'	Drought tolerant
<u>Ilex cornuta</u> Chinese Holly	6-8'	4-5'	Drought tolerant
<u>Ilex opaca</u> American Holly	12-25'	6-8'	Semi-Drought tolerant
<u>Ligustrum lucidum</u> Wax Leaf Privet	5-6'	3-4'	Drought tolerant
<u>Pinus ponderosa</u> Ponderosa Pine	20-25'	6-10'	Drought tolerant
<u>Pinus taeda</u> Loblolly Pine	60-80'	30-50'	Drought tolerant

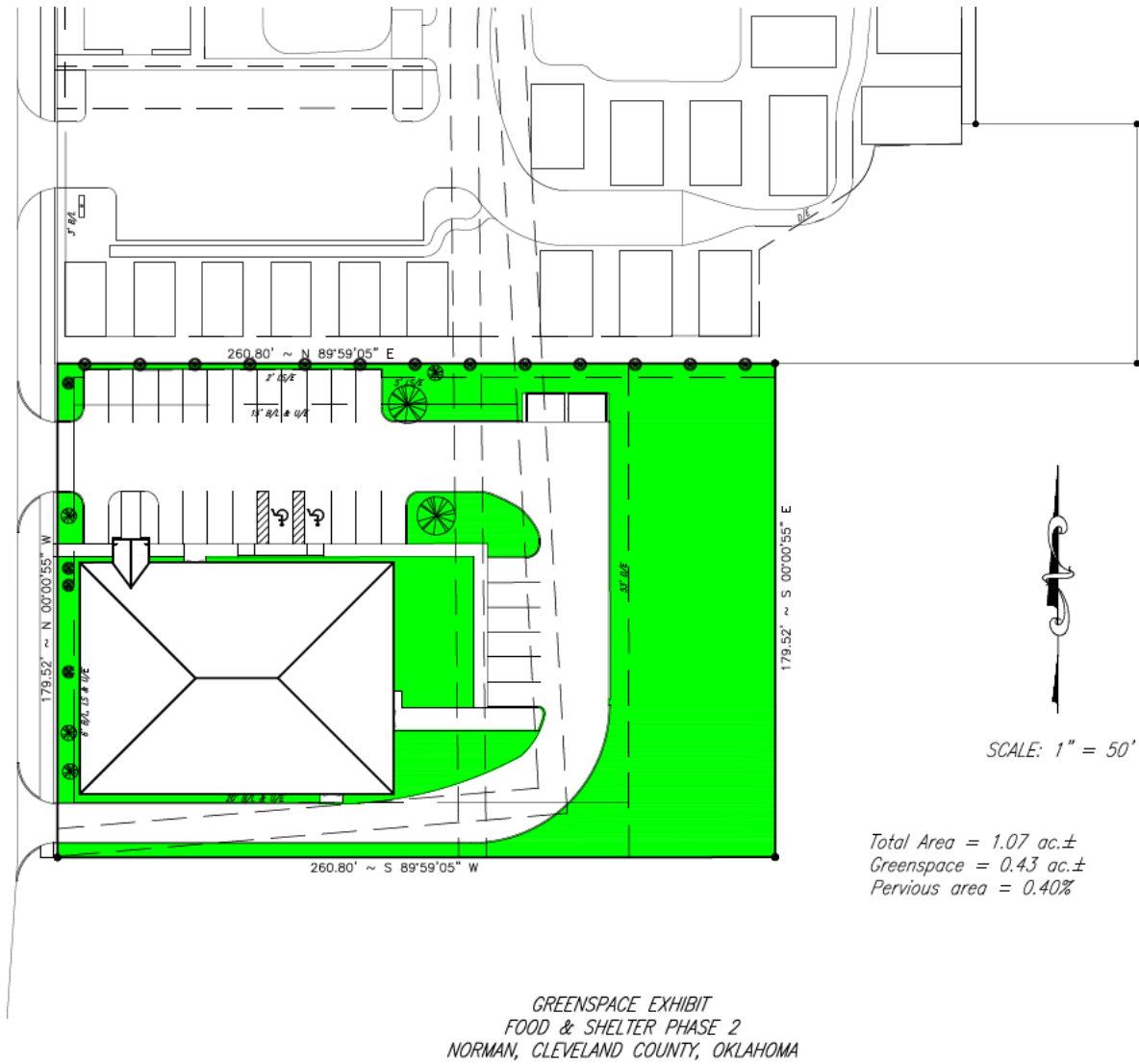
EVERGREEN SHRUBS	HEIGHT	SPACE	CHARACTERISTICS
<u>Euonymus japonicus</u> Evergreen Euonymus	6-8'	2-4'	Drought tolerant, Very tough
<u>Ilex vomitoria</u> Yaupon Holly	6-10'	4-6'	Drought tolerant
<u>Juniperus chinensis</u> Pfitzer Juniper	3-6'	4-6'	Drought tolerant, tough plant
<u>Juniperus sabina</u> Savin Juniper	spreading	3-5'	Drought tolerant
<u>Ligustrum japonicum</u> Wax Leaf Ligustrum	12-15'	10-12'	Drought tolerant, tolerates all soils
<u>Ligustrum sinense</u> Privet	4-6'	5-6'	Drought tolerant, tolerates all soils
<u>Lonicera fragrantissima</u> Winter Honeysuckle	8' climbing	6'	Drought tolerant
<u>Lonicera xylosteum</u> Dwarf Honeysuckle	Climbing 4'	4-5'	Drought tolerant
<u>Mohonia bealei</u> Leatherleaf Mahonia	5'	3'	Drought tolerant, range of soils
<u>Myrica cerifera</u> Southern Wax Myrtle	8'	4'	Drought tolerant *OP
<u>Nandina domestica</u> Nandina	3-10'	2-4'	Drought tolerant, very tough
<u>Pyracantha coccinea</u> Scarlet Firethorn	7-10'	5-8'	Drought tolerant

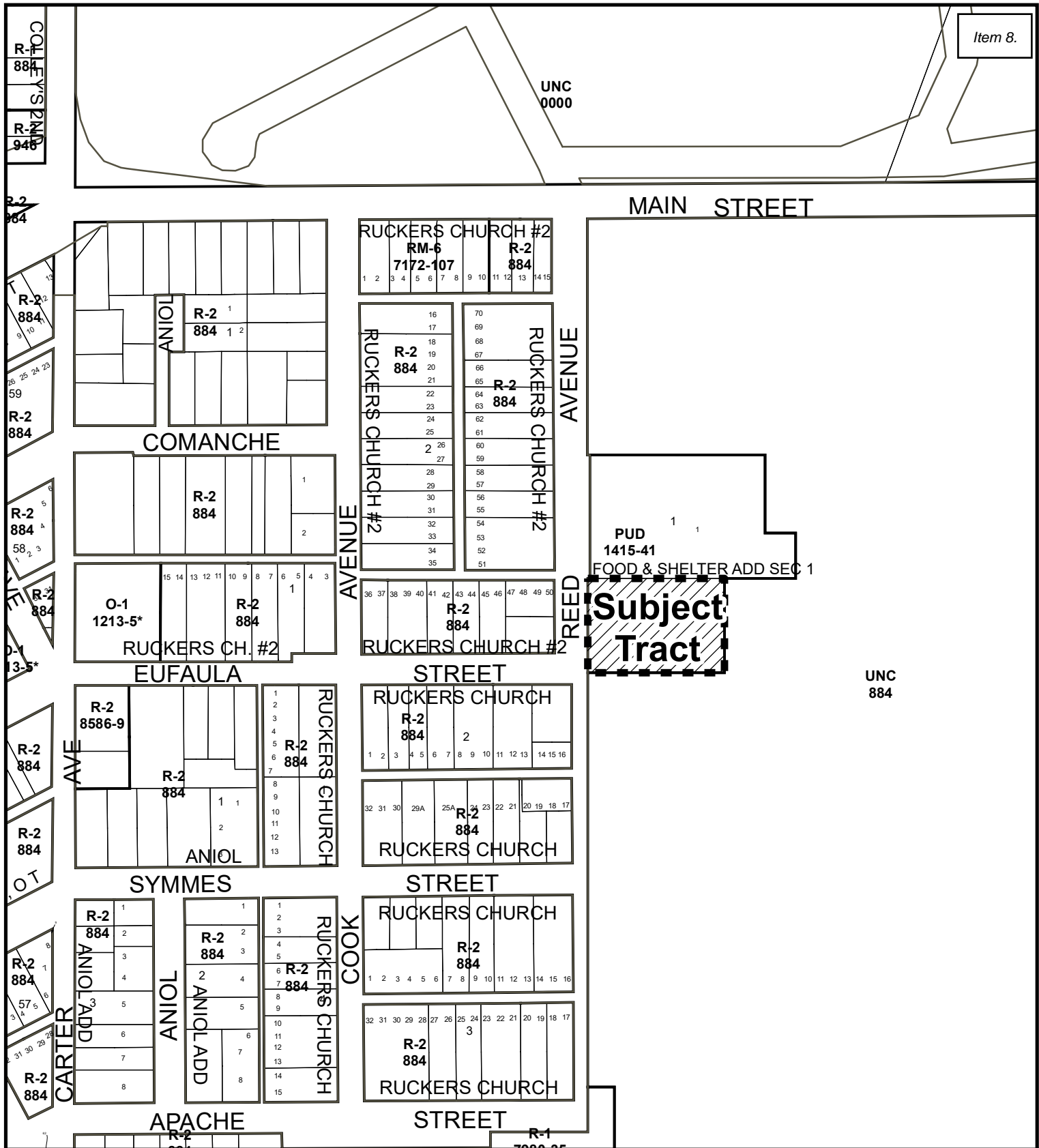
The following list details Ornamental Perennial species designed to supplement the landscape with drought tolerant species that provide seasonal interest and require very low maintenance.

Item 8.

<u>PERENNIALS</u>	<u>HEIGHT</u>	<u>SPACE</u>	<u>CHARACTERISTICS</u>
Autumn Sage	2'	2'	Drought tolerant, red or pink flower *OP
Black Eyed Susan	2'	spreads	Drought tolerant, bright yellow flower with black center
Cone Flower	2' Clumping	1'	Drought tolerant, purple and white flower *OP
Coreopsis	1'	1'	Drought tolerant, yellow flower
Gaura	2'	2'	Drought tolerant, pink and white flower *OP
Lantana	3'	3'	Drought tolerant, pink and yellow or orange, white flowers
Maiden Hair Grass	5'	3'	Drought tolerant, feathery plums
Maiden Hair Grass 'Hamlin'	2'	1'	Drought tolerant, compact small Plumes
Mexican Feather Grass	1'	1'	Drought tolerant, stays green seasonally *OP
Red Yucca	2'	3'	Drought tolerant, red spike flower
Russian Sage	3'	2'	Drought tolerant, purple flower on stem
White Yucca	2-4'	2-3'	Drought tolerant

**EXHIBIT F**  
Open Space Exhibit  
*Full Size PDF Submitted to City Staff*

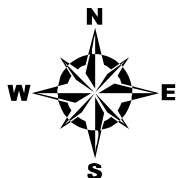




# Location Map



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



June 8, 2021

0 125 250 Ft.



Subject Tract



Zoning

221

ORDINANCE NO. O-2122-14

ITEM NO. 10

**STAFF REPORT****GENERAL INFORMATION**

APPLICANT	Food and Shelter, Inc.
REQUESTED ACTION	Amending existing PUD Narrative, Food and Shelter Addition
EXISTING ZONING	Planned Unit Development District, Ordinance No. O-1415-41
SURROUNDING ZONING	North: Planned Unit Development District East: Unclassified – State of Oklahoma Property South: Unclassified – State of Oklahoma Property West: R-2, Two-Family Dwelling
LOCATION	East side of Reed Avenue approximately 717' feet south of East Main Street
SIZE	1.07 acres, more or less
PURPOSE	Food and Resource Center
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Food and Shelter Office and Transitional Housing East: Vacant - State of Oklahoma Property South: Vacant - State of Oklahoma Property West: Single Family Homes

**SYNOPSIS:** The applicant, Food and Shelter, is proposing an amendment to the existing PUD Narrative, Food and Shelter Addition, adopted for this site in August of 2015 to a SPUD, Simple Planned Unit Development, Food and Shelter, Phase 2. The applicant plans to amend the use for this subject property to allow for development of a Food & Resource Center to provide additional access to food and groceries. The proposed site plan shows the structure south of the existing housing/office use developed with the first PUD.

**HISTORY:** The property Food and Shelter purchased from the Oklahoma Department of Mental Health and Substance Abuse Services in 2015 was approximately three-acres. The north two-acres was fully developed with the existing permanent supportive and transitional residential cottages and a single main building that may offer an office area, cafeteria, laundry, and warming shelter services if needed in emergency situations. This first phase of the Food and Shelter PUD included this subject tract; however, the use was planned for family cottages. With this new proposal there will be additional community services provided.

**ZONING ORDINANCE CITATION:** SEC. 420.05 SIMPLE PLANNED UNIT DEVELOPMENTS

**General Description.** The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

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

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

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

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

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

**ANALYSIS:** This Simple Planned Unit Development is for the expansion of the Food and Shelter services located at 201 Reed Avenue. The proposed expansion will be directly south of the existing Food and Shelter development. This proposed expansion seeks to allow for a Food and Resource Center to provide additional access to food, groceries, and additional resources to the community.

The particulars of this SPUD include:

**USE:** The below uses are proposed for this site.

- Food & Resource Center.
- Homeless Shelter.
- Non-Profit Discount Community Grocery Store/Food Pantry.
- Residential Dwelling Units.
- Churches and Similar Religious Services.
- The following uses so long as they are ancillary to the operation of a Food & Resource Center and/or Homeless Shelter and are not standalone uses on the Property:
  - Intake and Assessment Services.
  - Case Management Services.
  - Resource Development Services.
  - Community Education Services.
  - Job Placement Services.
  - Volunteer Training.
  - Internship Programs.
  - Professional Development Programs and Services.
  - Housing Support Services.
  - Emergency Support Services for Guests/Patrons of the Property.
  - Office Uses.
  - Counseling Services.
  - Professional Support Services.
  - Education Classes and Services.
  - Medical Care Clinics and Services.
  - Non-Profit/Ancillary Child Care Services.

**OPENSOURCE/GREENSPACE:** The site is 1.07 acres and the open area/greenspace shown is .43 acres or 40% of the site.

**PARKING:** The site is proposed with 28 parking spaces.

**FENCING:** A solid and opaque fence, similar to the existing perimeter fence around the Applicant's adjoining property to the North, shall be installed and maintained along the Property's Northern perimeter. This fence will provide a buffer between the proposed parking lot and the rear of the residential cottages.

**LANDSCAPING:** Landscaping for the site will be completed as proposed on Exhibit B, attached to the SPUD Narrative. A two-foot (2') landscape strip will be located between the perimeter fence on the north side of this proposal and the parking spaces, as shown on the Preliminary Site Development Plan. The tree species will consist of those currently adopted in the Zoning Ordinance, Appendix F and as shown on Exhibit E of the SPUD Narrative.

**PHASES:** There are no phases planned for this portion of the development – a single structure is proposed.

**SIGNAGE:** All signage shall comply with the applicable requirements contained in the City of Norman Sign Code, Chapter 18, for office use, as amended from time to time.

**LIGHTING:** All commercial exterior lighting on the Property shall be installed in conform with the City of Norman's Commercial Outdoor Lighting Standards, contained in Section 431.6 of the Zoning Ordinance.

**HEIGHT:** No building on the Property shall exceed two and one-half (2.5) stories or thirty-five (35') feet in height.

**EXTERIOR MATERIALS:** The exterior materials of the proposed building to be constructed may be of brick, stone, synthetic stone, stucco, EIFS, masonry, metal accents and any combination thereof.

**SANITATION:** The Property will utilize double load trash dumpsters in the location shown on the Preliminary Site Development Plan. The dumpster shall be screened within an enclosure that is constructed with materials that are compatible with the main building's exterior.

**ALTERNATIVES/ISSUES:**

**IMPACTS:** Reed Avenue is a local street. Street paving improvements for this property were included with platting requirements for Food and Shelter Section 1.

**SITE PLAN:** Access for this site will be from Reed Avenue. There are two points of access from Reed Avenue. The site plan depicts the location of the proposed facility/office located directly adjacent to Reed Avenue with a 6' front building setback shown on the preliminary plat. The applicant has stated in the SPUD Narrative, the front door of the new facility will be oriented on the north side of the building, facing away from the residential use across Reed Avenue.

**OTHER AGENCY COMMENTS:**

**GREENBELT COMMISSION MEETING 21-23**

**August 16, 2021**

Greenbelt Commissioners forward this item with no additional comments.

**PRE-DEVELOPMENT MEETING 21-20**

**June 24, 2021**

Neighbor's Comments/Concerns/Responses

- The current site is not being maintained/properly cleaned.
- The current management is not taking care of the existing issues at the site; how do we know this new project will be managed?
- This facility should be built on Main Street, next to the bus stop.
- No security at the existing facility, this new facility will bring more people and still no security.
- No management.
- The current tenants don't pay rent.
- All the promises made to the community have not been done.

Applicant's representative: The applicant was not able to attend the meeting tonight but all of your comments and concerns will be passed along. The overall plan for the site is much bigger than just a food pantry – this is to serve the community in ways not currently offered.

**BOARD OF PARKS:** This proposal is considered an institutional use; there is no requirement for parkland dedication.



**PUBLIC WORKS:** The applicant has submitted everything needed to adequately address the platting requirements. All public improvements including street paving, drainage, sanitary sewer and water with fire hydrants are existing for this portion of the development. Sidewalk improvements will be required as part of the platting process.

**STAFF RECOMMENDATION:** Staff forwards this request for rezoning from a PUD, Planned Unit Development to a SPUD, Simple Planned Unit Development as Ordinance No. O-2122-14 for consideration by the Planning Commission.

**Applicant:** Food and Shelter

**Project Location:** Area immediately south of the existing Food and Shelter site.

**Case Number:** PD21-20

**Time:** 6:30 p.m.

**Applicant/Representative**

Sean Rieger, Rieger Law, PLLC

Gunner Joyce, Rieger Law, PLLC

**Attendees**

Rick Hoover

Debbie Hoover

Councilmember Lee Hall

Jessica Rosson

Elizabeth Gohl

**City Staff**

Brevin Ghoram, Planner I

Jane Hudson, Director, Planning & Community Development

Beth Muckala, Assistant City Attorney

Heather Poole, Assistant City Attorney

Ken Danner, Subdivision Development Manager

**Application Summary**

The applicant plans to amend the existing PUD, Planned Unit Development for this property to allow for development of a Food & Resource Center to provide additional access to food and groceries. The proposed site plan shows the structure south of the existing housing/office use. The site will need to be preliminary platted as the application process begins.

**Neighbor's Comments/Concerns/Responses**

- The current site is not being maintained/properly cleaned.
- The current management is not taking care of the existing issues at the site; how do we know this new project will be managed?
- This facility should be built on Main Street, next to the bus stop.
- No security at the existing facility, this new facility will bring more people and still no security.
- No management.
- The current tenants don't pay rent.
- All the promises made to the community have not been done.

Applicant's representative: The intent is a much larger operation of a food pantry. The applicant was not able to attend the meeting tonight but the plan for the site is much bigger than just a food pantry – this is to serve the community.

**NORMAN PLANNING COMMISSION  
REGULAR SESSION MINUTES**

**SEPTEMBER 9, 2021**

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9<sup>th</sup> day of September, 2021.

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

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

\* \* \*

**ROLL CALL**

**MEMBERS PRESENT**

Steven McDaniel  
Erica Bird  
Lark Zink  
Dave Boeck  
Sandy Bahan  
Michael Jablonski

**MEMBERS ABSENT**

Erin Williford  
Nouman Jan

A quorum was present.

**STAFF MEMBERS PRESENT**

Jane Hudson, Director, Planning &  
Community Development  
Lora Hoggatt, Planning Services Manager  
Logan Hubble, Planner I  
Anais Starr, Planner II  
Roné Tromble, Recording Secretary  
Ken Danner, Subdivision Development  
Manager  
Jack Burdett, Subdivision Development  
Coordinator  
Todd McLellan, Development Engineer  
Bryce Holland, Multimedia Specialist  
Beth Muckala, Asst. City Attorney  
Heather Poole, Asst. City Attorney  
Jami Short, Traffic Engineer

\* \* \*

Item No. 10, being:

**O-2122-14 – FOOD AND SHELTER, INC. REQUESTS REZONING FROM PUD, PLANNED UNIT DEVELOPMENT, TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 1.07 ACRES OF PROPERTY GENERALLY LOCATED IMMEDIATELY SOUTH OF LOT 1, BLOCK 1, FOOD & SHELTER SECTION 1.**

**ITEMS SUBMITTED FOR THE RECORD:**

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

and

Item No. 11, being:

**PP-2122-5 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY FOOD AND SHELTER, INC. (SMC CONSULTING ENGINEERS, P.C.) FOR FOOD AND SHELTER PHASE 2, A SIMPLE PLANNED UNIT DEVELOPMENT FOR APPROXIMATELY 1.07 ACRES OF PROPERTY GENERALLY LOCATED EAST OF REED AVENUE AND APPROXIMATELY 717' SOUTH OF E. MAIN STREET.**

**ITEMS SUBMITTED FOR THE RECORD:**

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

**PRESENTATION BY STAFF:**

1. Ms. Jane Hudson presented the staff report. Protests were received on this item, which represented 1.25% of the notification area.

**PRESENTATION BY THE APPLICANT:**

1. Mr. Sean Rieger, representing the applicant
2. Ms. April Heiple, Executive Director of Food & Shelter
3. Mr. Chris Anderson, SMC Consulting Engineers

**AUDIENCE PARTICIPATION:**

1. Ms. Susan A. Sanders, 148 Reed Avenue – made comments
2. Mr. Hugh Brown, 907 E. Eufaula Street – made comments
3. Mr. Chris Suit, 715 W. Symmes Street -- proponent

**DISCUSSION AND ACTION BY THE PLANNING COMMISSION:**

Steven McDaniel moved to recommend adoption of Ordinance No. O-2122-14 and PP-2122-5 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

NAYES

MEMBERS ABSENT

Steven McDaniel, Erica Bird, Lark Zink, Dave Boeck, Sandy Bahaan, Michael Jablonski

None

Erin Williford, Nouman Jan

The motion, to recommend adoption of Ordinance No. O-2122-14 and PP-2122-5 to City Council, passed by a vote of 6-0.

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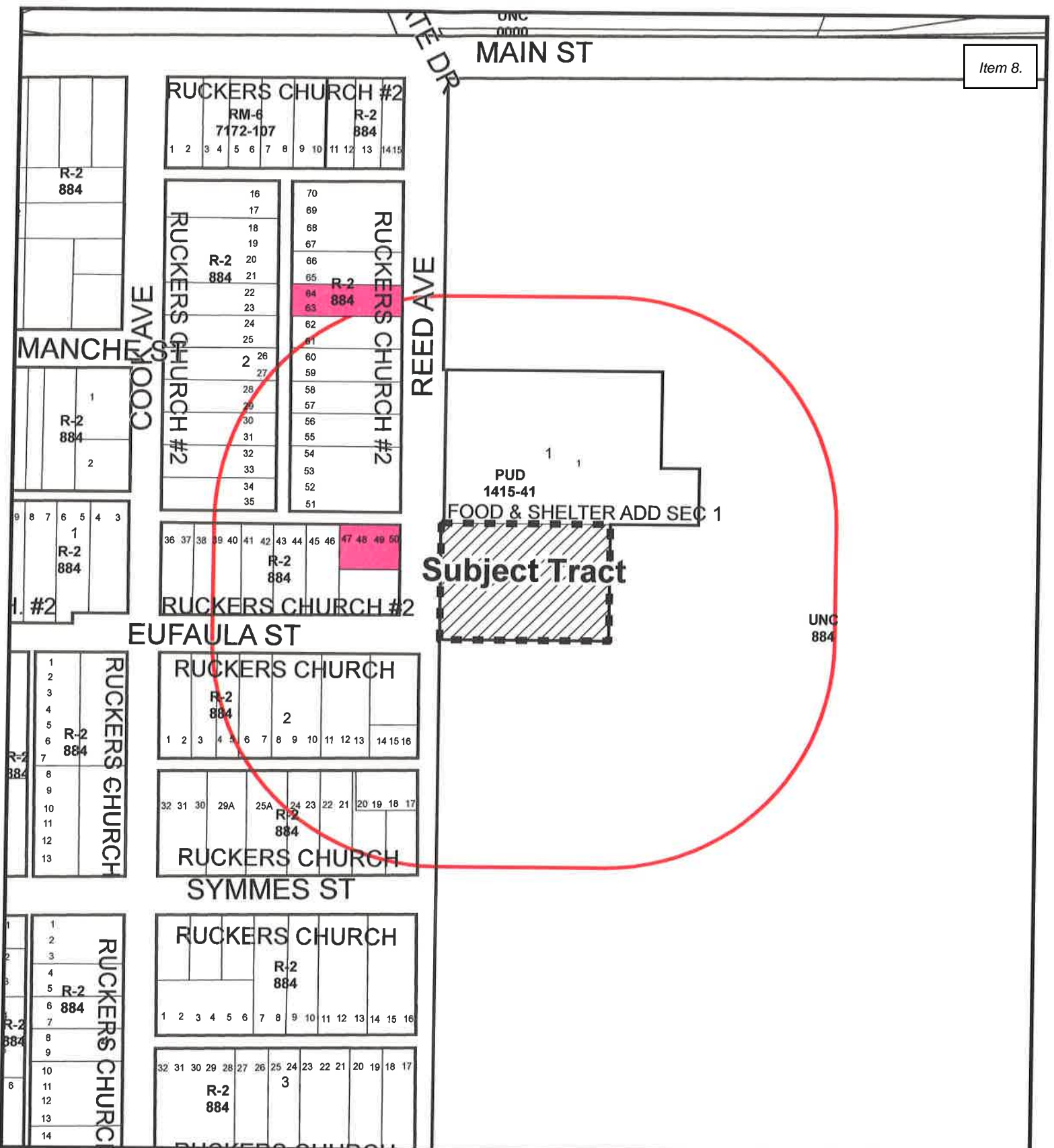
PROTEST MAP & LETTERS

Item 10-11

Food & Shelter, Inc.

Rezoning from PUD to SPUD

East side of Reed Avenue south of E. Main Street



# Protest Map

1.25% Protest Within Notification Area

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



0 100 200 Feet



Subject Tract



Notification Area



Protest

September 7, 2021



**BIG BANG PROPERTIES, LLC  
517 Mosswood Dr  
Norman, OK 73069**

**August 27, 2021**

**City of Norman  
Planning and Community Development  
201 West Gray A  
P. O. Box 370  
Norman, OK 73069 – 73070**

**RE: Notice of rezoning  
Food and Shelter**

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

**Dear Secretary,**

**My name is Debbie Hoover and I am the Manager/Owner of Big Bang Properties, LLC and the owner of the property located at 134 Reed Avenue. I am sending this letter in response to the request for zoning change for Food and Shelter. At this time I would like to formalize my desire to protest said rezoning change. I have the following concerns:**

- 1. Traffic – while I am sure this rezoning request does not require a traffic study, I would like to share my concerns. Currently, the street is a narrow residential street in the old part of Norman. You have people parking on the street on both the East side and West side of the street, leaving a narrow path for cars to come in and out from Main Street and Eufaula Street. You have people parking on residents lawns along the West side of the street. You have small children that either live or visit the area that could be riding their bikes or playing and dart out between cars, very dangerous. I am assuming this new facility, that is being proposed, will bring additional traffic to the area.**

2. **Flooding** – currently when it rains the water flows from the East side of Reed into the yards and drive ways along the West side of the street. This causes standing water for days. They put in sidewalks and curbs on the East side which made the problem worse because they did not put in wastewater drains. I hear the City talking about wastewater issues all the time and you just added to the problem when Food and Shelter moved into a quiet residential neighborhood that does not structurally support the traffic. It is my understanding that they will be adding a large structure and parking. Where is the water going to drain?
3. **Unhoused Folks** – I have concerns that this establishment will bring in more transients, outsiders and drugs. The Rucker's Addition was established many years ago. You have many families that have lived in the area for generations. For years it was a quiet, friendly neighborhood and now it is mayhem. I have had more issues with my property since Food and Shelter moved to the neighborhood. My property has been vandalized, my tenants have had stuff stolen, my tenants have had people sleeping on their porches and the list goes on. What kind of people is this food pantry going to bring to the neighborhood? Are we going to have more drug activity? Are we going to have more crime? Are we going to have people trespassing on our property? I have serious concerns about the effect this is going to have on the Rucker's Addition to the City of Norman.

I could continue with my protest but I think you get the gist of the negative outcome to the neighborhood that this zoning change will have. I may be contacted at 405.329.4400.

Sincerely,



Debbie Hoover



Sue Sanders  
148 Reed Ave.  
9/3/2021

I bought my house at 148 Reed Avenue in the spring of 1996. It was a low traffic no crime neighborhood. Way up the block facing Main Street there was a dorm called East Main Place providing housing for homeless people that abided by rules and counseling to prevent drug abuse and criminal activity. It was across the street from the bus stop. The bus stop remains on Main across from Reed.

The main reason I bought this property was that I had small children and dogs. Across the street was a large, wide, verdant field. There were many trees and it was safe to cross it to walk to Walgreens on Alameda. My kids and I planted trees every spring, had ponies brought for birthday parties, and my children always enjoyed playing in the field. There were lots of yard sales on the block and celebration of holidays including trick-or-treating. It was a very pleasant street to live on.

Despite many protests and being adjacent to three elementary and middle schools, Food and Shelter for Friends was built in 2018. A large amount of dirt was brought there because ~~slightly north~~ <sup>there</sup> was a floodplain. The area of the field that they are proposing to build on in the near future is quite a lot lower to the south. It has drastically changed my neighborhood into a busy, loud, crowded slum. Early on one of my neighbors on Eufaula, Jim Manning, told me he had heard a shot and saw a man with a gun. Friends who used to visit stopped coming. They were intimidated by patrons of "Food and Shelter for Friends" hitting them up for cigarettes or money directly outside of my home. My daughter who has been abused in the past became obsessed with peeking out the blinds and extremely fearful to walk to her car for work or food. She felt quarantined for years before Covid hit. Both of my young daughters have received cat calls as well as myself as a 62 year old infirm woman. This establishment has caused myself, family, and friends immense stress over the years it has been here. Speaking to my neighbors they feel the same way, so I feel that it is very important to share my story in hopes of preventing future buildings added to the current establishment. I truly hope that you consider my perspective and I thank you for your time.

Sincerely,  
Sue Sanders

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

Sue Sanders  
8/25/2021  
148 Reed Ave.

Hello, my name is Sue Sanders and I am writing again because I am a conservationist and I worry about the field across the street from my home. I noticed that beyond deforestation, the field has been plummeting in wildlife. Before this recent food for friends building we enjoyed seeing wild foxes here as well as deer, armadillos, and porcupines. The skies were abundant with birds including woodpeckers, owls, and eagles. The beautiful field along with its wildlife was one of the biggest reasons I bought my house here in 1996.

The amount of trash blown into my yard has greatly escalated including used masks and an abundance of cigarette butts. It bothers me to see this especially in this time of Covid because I'm at high risk and I cannot keep my yard from being unsanitary in these conditions. The homeless also come to my yard to use my trashcan after getting their meals. When I've asked them to stop someone once said "why it's all paid for!" I do not want trash in my yard and the wildlife doesn't deserve their home trashed as well.

I am also very concerned about the escalating crime in my neighborhood. I personally have had my mail stolen, experienced trespassing, and have been verbally harassed. I have heard police say that they would be safer patrolling The hoods of the southside OKC than Reed Avenue. I have also heard from the police several times that due to Internet communication East Norman is seen as the hub of Oklahoma for the homeless and they know of people being brought here and vehicles and migrating here for the resources. It certainly seems like there are a lot more homeless here than when the shelter was first created.

A big reason for building the shelter was due to appeasing store owners downtown who complained of the homeless population. The city wants to lower visibility downtown as well as on campus and the wealthier west side. A quote I vividly remember from a 2017 public discussion stated, "These decisions never occur on the west side only the east". Thank you for hearing me out and I hope I may have influenced the decision to not add additional buildings to the Food for Friends center.

Sincerely,  
Sue Sanders

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

Sue Sanders  
148 Reed Ave.  
9/3/21

Item 8.

To Whom it May Concern,  
Regarding the rezoning on Reed

To build on to the south of existing buildings at "Food for Friends" is in the wrong direction. South is significantly lower on the flood plane, requiring higher amounts of additional soil on which to build.

The further south, the further it is from the bus stop. As a retired RN, I have compassion, and have given rides to low mobility citizens. I did this to help them catch the bus, but I learned to no longer do that because I've had a homeless man soil himself in my backseat leaving me with a huge mess to clean.

If future buildings must be constructed on this block, why not at the juncture of Reed and Maine St? Access to the bus stop would no longer be a problem and there would be less homeless people loitering right outside of my home. This solution also may result with less traffic on the street.

Finding an altogether new location would help spread this burden on this neighborhood. Surely there are more appropriate locations for these buildings.

Sincerely, Sue Sanders →

Ginger Benton  
148 Reed Ave.  
September 1st, 2021

Hi, my name is Ginger Benton and I'm writing this letter to peacefully protest the addition of Food for Friends buildings in the field across from my house. The current facility has caused us so much stress over the past few years it scares me to think it could get worse with more homeless people migrating to our street. I've witnessed the homeless knock on my mothers door in search of assistance multiple times. This has caused her and I to feel very unsafe. She's had her sheds and car broken into resulting in lots of missing items. The Reed Avenue I grew up on barely had traffic, so it's hard to see how negatively it has changed since The food for friends shelter was made.

Since 2018 when the homeless came the street is now so crowded that it's hard to drive on. The far side of the street is lined with cars, some people live in them and sidewalks are even blocked with sleeping people and foot traffic. It's normal for us to see ambulances, firetrucks and police cars there weekly, usually multiple times a week. If my 62-year-old mom had the resources to move she couldn't even get a fair price for her home because nobody wants to live across the street from the chaos that is Food for Friends. No one would want to live the way we do. It's like living across from a prison or a mental hospital but worse because the inhabitants roamed around freely.

I don't mean to sound inconsiderate in this letter because I truly support the cause that food for friends is working towards. I have sympathy for these people, but I ask that we as the residents of this neighborhood who did not have a choice over this matter get the same level of sympathy. This is a street where young children play outside and it's right by the elementary school my sister and I went to. We were able to feel safe walking to school every day but now it worries me to even see children outside in this environment. We are expected to simply put up with this, however I know for a fact that if the same thing was happening in a wealthy neighborhood these issues would be taken much more seriously. I hope this letter helped to show how the Food For Friends building has caused stress and fear for the residents of this neighborhood, specifically our street.

Thank you,  
Ginger Benton



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

Dara Sanders  
148 Reed Avenue  
August 27th, 2021

Hello, my name is Dara Sanders and I am writing this letter pertaining to the add on of "Food and Shelter for Friends" facilities on Reed Avenue. In the times between eating at the facility our "friends" from the shelter usually spend large amounts of time sitting on the curb across from my house. They often set up camps on the grass close by where they lived for weeks at a time. In addition, many trees and bushes were removed because of a high number of fires caused by these "campers". Trees that I planted for beauty. My Mom and I used to love gardening in the front yard but no longer can I enjoy that luxury.

Outside or even inside my home with the TV on loud, for the last four years I've had to listen to daily filthy language yelling and arguments, some even turn physical, from those across the street. I've witnessed multiple fist fights and domestic abuse. One of the most memorable altercations I saw was The horrific sight of a man in a wheelchair being beaten with the crowbar. I had to call the police on that occasion and countless more. Since then I have had PTSD and struggle to feel safe leaving my home. Another traumatizing event occurred when I heard nearby gunshots that sounded so close to us that my mother and I laid face down on the carpet until the police came.

I've had items stolen from my car, seen people wandering into my yard and seen naked people in the field on two separate occasions. I've even seen people having sex openly exposed in the field. Hearing fighting and yelling from across the street has become a regular occurrence, along with making police calls. I am mentally and emotionally exhausted from having to live this way. A home should be a safe space for relaxation, family, and friends so it saddens me that our neighborhood has become such an unsafe place to live.

Regards,

Dara Sanders

*Dara Sanders*

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



## Our Protest

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

You have a choice, to do  
the right thing! To make it  
right with us.

We need you to stop torturing  
us (3 years!), with crime,  
noise, traffic congestion, horrible  
language, loud music, fighting,  
stealing, nudity, lewd acts, naked  
people, . We call police all the  
time. Constant fire trucks &  
ambulances. TRASH everywhere.  
Stalking.

move soup kitchen to where  
The mission is operating. 24th &  
Lindsey. There is no neighborhood on that

CORNER. Or anyplace on eastside that's

not a neighborhood. Consult the

large church on 24<sup>th</sup>. They will know.

Don't build anymore stuff here.

We cannot take the noise. Especially

because it's a flood plain.

The <sup>huge</sup> rollers and endless gravel

pollutes the air & shakes my house.

I do not know what you have against me & my neighbors.

~~But~~ I never heard of any of you until you did this.

Hope Ewing  
my home & neighborhood  
destroyed.

I should not have to live this way.

SUPPORT PETITIONS

Item 10-11

Food & Shelter, Inc.

Rezoning from PUD to SPUD

East side of Reed Avenue south of E. Main Street



## Petition Support

I strongly support the effort of FOOD AND SHELTER to develop a Food and Resource Center at 201 Reed Norman OK 73071. Norman has many people living without enough food to eat and this resource center will not only help with food but also help with other resources to build stronger more stable families. This can only make all of Norman stronger. Please approve this Application. Thank you.

Name (Please print)

Signature

Circle your Norman Ward

JANN KNOTTSJann Knotts1 2 3 4 5 6 7 8

201 Millbrook Pl.

Kathleen AndersonKathleen Anderson1 2 3 4 5 6 7 8~~562 Woodbine Way~~  
3673 Chateau #69Dorothy Jean KuglerDorothy Kugler1 2 3 4 5 6 7 8

1124 Pinehurst Dr.

Dono thy Jane HuntDorothy Hunt1 2 3 4 5 6 7 82106 36th Avenue  
#35Dana AndersonDana Anderson1 2 3 4 5 6 7 8

306 Chautauqua

Mary Ann BurdettMary Ann Burdett

1 2 3 4 5 6 7 8

1321 Brookside Dr.

Melanie HallMelanie Hall1 2 3 4 5 6 7 82006 Morning Dew  
TrailSALLY RILEYSally Riley1 2 3 4 5 6 7 8

411 Bumgarner Ave

Carmelita TurnerCarmelita Turner1 2 3 4 5 6 7 8

1812 Creekside Dr.

Patrick J. HallPatrick J. Hall1 2 3 4 5 6 7 8

2006 Morning Dew

Deborah GoldsmithDeborah Goldsmith1 2 3 4 5 6 7 8

1816 Guilford Ln

Charles GoldsmithCharles Goldsmith

3

FILED IN THE OFFICE  
OF THE CITY CLERK  
ON 7/26/21-RW

## Petition Support

I strongly support the effort of FOOD AND SHELTER to develop a Food and Resource Center at 201 Reed Norman OK 73071. Norman has many people living without enough food to eat and this resource center will not only help with food but also help with other resources to build stronger more stable families. This can only make all of Norman stronger. Please approve this Application. Thank you.

Name (Please print)

Signature

Circle your Norman Ward

Barbara SchindlerBarbara Schindler1 2 3 4 5 6 7 8  
2000 Morgan Dr.Judy Jordan  
Judy JordanJudy Jordan1 2 3 4 5 6 7 8  
233 84th Ave. NEJulia M. NormanJulia M. Norman1 2 3 4 5 6 7 8  
2726 Poplar Ln.Lydia L. LouieLydia Louie1 2 3 4 5 6 7 8  
2356 Heatherfield LnMary Ellen DavenportMary Ellen Davenport2 3 4 5 6 7 8  
3119 Creekwood Ct.Richard Paul BrownRich. P. Brown1 2 3 4 5 6 7 8Robert KnightRobert Knight1 2 3 4 5 6 7 8Ruth WyckoffRuth Wyckoff1 2 3 4 5 6 7 8  
130 S. Sherry Ave.Howard HainesHoward Haines1 2 3 4 5 6 7 8  
515 MacyCleo HainesCleo Haines1 2 3 4 5 6 7 8  
515 MacySally SherwoodSally Sherwood1 2 3 4 5 6 7 8  
2017 Hallbrook Dr.Daniel NelsenDaniel Nelsen2  
2  
2508 Beaumont DrivePhyllis FawFILED IN THE OFFICE  
OF THE CITY CLERK  
ON 7/26/21-AW

SUPPORT FOR FOOD & SHELTER  
FOOD AND RESOURCE CENTER AT 201 REED AVENUE  
(The attached support form letter was received from the following)

Item 8.

Name	Address	Ward	Date Rec'd
Richard Ray Wynn	1020 Montgomery Cir	1	7/19/21
Clayton Hoskinson	1924 Oakhurst Cir	1	7/26/21
Christine Kunger	1642 Sheffield Dr	1	7/27/21
Phyllis Mattek	1617 Briarcreek	1	7/27/21
James Mattek	1617 Briarcreek	1	7/27/21
William V Huntington	1220 Teakwood Dr	1	7/27/21
Diane Hardersen	2704 Dunham Dr	1	8/2/21
James Bradshaw	4213 Eagle Cliff Dr	1	8/16/21
Madison Pierce	2686 Brentwood Dr	2	7/7/21
Mary Katherine Long	1630 Cruce	2	6/26/21
Lisa L. Schmidt	1330 Salisbury St	2	6/28/21
Jeremy Wance	333 Rosewood Dr	2	7/6/21
Alice Thacker	1120 Riviera Dr	2	6/17/21
Gretchen Runkle Nicholson	3029 Walnut Road	2	7/14/21
William Kurlinkus	837 Carriage Ln	2	7/27/21
Lynette Lobban	403 Bryarwood Dr	2	7/27/21
Tamara Van Hook	829 Douglas Dr	2	7/27/21
Ellen N Kanak	2712 Aspen Cir	2	7/27/21
Stacey B Martin	1421 Farmington Ave	2	7/27/21
Jennifer Pickering	515 Dee Ann Dr	2	7/27/21
Charles James	1614 S Berry Rd	2	7/27/21
Gina Robbins	2313 Crestmont	2	7/27/21
Julie Soper	1309 Vine St	2	7/27/21
Catherine Wilson	1719 Hollywood Ave	2	7/27/21
Margaret Standridge	732 Jona Kay Terr	2	7/27/21
Kendra Mann	1320 Creekside Dr, Apt 1504	2	7/27/21
Caleb Hennigan	1413 Aspen Ln	2	7/27/21
Teresa E Kinealy	500 Stinson St, Apt 29	2	7/27/21
Jared Deck	222 S Mercedes Dr	2	7/27/21
Britton Perry	1527 Lindale Cir	2	7/27/21
Martha Ogilvie	813 Andrea St	2	7/27/21
April Wilkerson	813 Andrea St	2	7/27/21
Mayumi Windler	1205 Melrose Dr	2	7/27/21
Ellen A Menor	1147 Merrymen Green	2	7/27/21
Eva McGinnis	1819 Crestmont	2	7/27/21
Matthew Wilson	1719 Hollywood	2	7/27/21
Zachary DuFrau	1524 Sunset Dr	2	8/6/21
Henry P. Roberson	1141 Pinehurst Dr	2	8/13/21
Dorothy A. Bradshaw	3309 Walnut Rd	2	8/16/21
Ginna Bradshaw	3309 Walnut Rd	2	8/16/21
Victoria Ruth Wood	1617 Cherry Stone St	2	8/16/21
Miranda Metcalf	1117 Lincoln Green	2	8/16/21
Barbara Schrage	1905 Joe Taylor Cir	2	9/7/21
David A. Spain	2004 Paddock Cir	3	6/16/21
Elizabeth Gail Hanson	2004 Dondore Dr	3	7/2/21
Judith Coker	3613 Hampton Ct	3	6/26/21

As of 9/8/2021

SUPPORT FOR FOOD & SHELTER  
FOOD AND RESOURCE CENTER AT 201 REED AVENUE  
(The attached support form letter was received from the following)

Item 8.

Kevin Hochman	5204 Rhoades Dr	3	7/6/21
Joshua Maxor	4409 Brighton Ct	3	7/27/21
Nancy Harrington	412 Rhoades Ct	3	7/27/21
Alex Cruz	501 Fenwick Ct	3	7/27/21
Crystal Cruz	501 Fenwick Ct	3	7/27/21
Rhonda Stock	4112 Harrogate Dr	3	7/27/21
Cindy West	818 Mockingbird Ln	3	7/27/21
Rachel Poteet	3720 Barwick Ct	3	7/27/21
Melinda Herman	PO Box 5754	3	7/27/21
Lindsey Hopp	2812 Hamden Ave	3	7/27/21
Chris Housman	4313 Blue Sage Ct	3	7/27/21
Carole M Baldwin	5112 Ladbrook St	3	7/27/21
Henry Arthur Hewet, III	4002 Brookhollow Rd	3	8/2/21
Walter Val McClanahan	1712 Pembroke Dr	3	8/16/21
Cheryl McClanahan	1712 Pembroke Dr	3	8/16/21
Cindy R Cash	4200 Harrogate Dr	3	9/7/21
Judith S Smith	800 Canadian Trails Dr, Apt 142	3	9/7/21
Rev. Jim Chamberlain	422 E Tonhawa St	4	6/18/21
Angela Atkins	1115 Trout Ave	4	6/15/21
Randi Brockhaus	615 S Ponca Ave	4	6/14/21
Christina Owen	917 Barkley Cir	4	7/7/21
Gerilyn Soreghan	302 Park Dr	4	7/1/21
Nancy Yoch	617 Okmulgee St	4	6/26/21
Carol Hoffman	930 Schulze Dr	4	6/26/21
James P. Hoffman	930 Schulze Dr	4	5/26/21
Tia LaTasha Tash	113-1/2 E Main, Apt 1	4	7/14/21
Jean Cate	720 E Boyd	4	7/26/21
Elizabeth Sparks	2716 Belmont Dr	4	7/27/21
Barbara O'Brien	1124 Chautauqua	4	7/27/21
Hillary Burns	8205 Flood Ave	4	7/27/21
Leslie O Cornwell	818 Carey Dr	4	7/27/21
Karin Schutjer	208 Chautauqua	4	7/27/21
Stephen Kenton	719 E Johnson	4	7/27/21
Lynne M Keller	719 E Johnson	4	7/27/21
Dan Boone	324 W Daws	4	7/27/21
Carol Jacob	324 W Daws	4	7/27/21
Amanda Wilkins	513 Jean Marie Dr	4	7/27/21
Abigail Wilkins	513 Jean Marie Dr	4	7/27/21
Kathleen Romero	410 Park Dr	4	7/27/21
Jennifer Robertson	1500 Barkley St	4	7/27/21
Jackie Delay	1006 Arkansas St	4	7/27/21
Leslie Cornwell	818 Carey Dr	4	8/11/21
Sue Ringus	530 W Eufaula St	4	8/13/21
James K vonBargen	412 Chautauqua Ave	4	8/16/21
Nancy vonBargen	412 Chautauqua Ave	4	8/16/21
Karleene Smith	613 Morningside Dr	4	9/1/21
Kenneth Billinger	4901 Stonehenge Ln	5	6/18/21

As of 9/8/2021

SUPPORT FOR FOOD & SHELTER  
FOOD AND RESOURCE CENTER AT 201 REED AVENUE  
(The attached support form letter was received from the following)

Item 8.

Patricia S Chojnicki	3005 24 <sup>th</sup> Ave SE	5	6/23/21
Edmund J Chojnicki	3005 24 <sup>th</sup> Ave SE	5	6/23/21
Marilyn Billinger	4901 Stonehenge	5	6/23/21
Michael Corley	2715 Daffodil Ct	5	6/24/21
Shirley C. Snider	1509 NE 48 <sup>th</sup> Ave	5	7/19/21
Adam Baker	3711 Flora Dr	5	7/27/21
Kimberly Wright	3711 Flora Dr	5	7/27/21
Betty Baker	1516 Sunset	5	7/27/21
Divina Bruss	3104 Harwich Ct	6	6/22/21
Leslie Vennochi		6	6/16/21
Glenda M. Peters	3005 Millbury Rd	6	6/26/21
Nolan Reilly	2924 Woodcrest Creek Dr	6	7/1/21
Clinton Davis	2924 Woodcrest Creek Dr	6	7/1/21
Sandra Scroggins	329 Wichita Dn	6	6/27/21
Stephanie Clinton	2005 Burning Tree	6	7/22/21
Adam Clinton	2005 Burning Tree	6	7/26/21
Kaitlin Stringer	904 Bear Mountain Dr	6	7/27/21
Nicholas Stringer	904 Bear Mountain Dr	6	7/27/21
Toni L Rice	439 Leaning Elm	6	7/27/21
Taia Burnett	528 23 <sup>rd</sup> Ave NE	6	7/27/21
Matthew Green	609 Rustwood Trl	6	7/27/21
Jamie Featherston	508 Sequoyah Trl	6	7/27/21
William Dunlap	609 Rustwood Trl	6	7/27/21
Rachel L Miller	3116 Old Frisco Rd	6	7/27/21
Austin Alford	3116 Old Frisco Rd	6	7/27/21
Kimberly & Jay Horner	3103 Timber Shadows Dr	6	7/27/21
Crystal Green	609 Rustwood Trl	6	7/27/21
Olivia Bartmess	2501 Weymouth Pl	6	7/27/21
Valene Bartmess	2501 Weymouth Pl	6	7/27/21
Jessica Lucas	501 Yarmouth Rd	6	7/27/21
Deborah Jankowski	209 Marbel Dr	6	8/16/21
Brigid Brink	920 Goshawk Dr	7	6/30/21
Bill & Betty Braun	800 Canadian Trails, Apt 250	7	7/26/21
Eileen Stringer	917 Goshawk Dr	7	7/27/21
Susan Arn	1716 Schooner Dr	8	6/14/21
Rev Jeannie Himes	412 Finch St	8	6/18/21
David Imy	3011 Ladybank Ln	8	7/12/21
Dorothy Morris	3700 W Tecumseh Rd	8	7/27/21
David E Wilson	408 Egret Ln	8	7/27/21
Linda A Terrell	408 Egret Ln	8	7/27/21
Elizabeth Clanton	3217 Duvall Dr	8	7/27/21
Maureen Rieger	2641 Osborne Dr	8	7/27/21
Rebecca Sue Feldman- Standridge	2704 Mayfair Dr	8	7/27/21
William McCutcheon	903 Dakota St	8	7/27/21

As of 9/8/2021

SUPPORT FOR FOOD & SHELTER  
FOOD AND RESOURCE CENTER AT 201 REED AVENUE  
(The attached support form letter was received from the following)

Item 8.

Margaret Ryan	900 Canterbury Ave	8	7/27/21
Chase Watkins	1909 Ironhorse Circle	8	8/16/21
Roxanne Abel	300 36 <sup>th</sup> Ave #415	8	8/16/21
Lisa Ploch Swope	31552 Landrun Ave	Outside Norman	7/6/21
Kristy Jack	6124 Oakridge Rd, Noble	Outside	7/27/21
Lauren Johnson	15701 Ivy Pl, Noble	Outside	7/27/21
Marty Martin	2500 Edgewood Dr	Outside	7/27/21

As of 9/8/2021

**CITIZEN'S SUPPORT OF FOOD AND SHELTER**  
**APPLICATION TO DEVELOP A FOOD AND RESOURCE**  
**CENTER AT 201 REED AVENUE**

TO: CITY OF NORMAN, c/o Planning Department: Mail to Planning c/o Rone Tromble 201 W Gray Bld A Norman OK 73069 or email to Rone Tromble at rone.tromble@normanok.gov.

I, (printed NAME)

\_\_\_\_\_ reside

at (printed ADDRESS)

\_\_\_\_\_

in NORMAN, OK. I live in Ward \_\_\_\_\_ of Norman.

I strongly support the effort of **FOOD AND SHELTER** to develop a Food and Resource Center at 201 Reed Norman OK 73071. Norman has many people living without enough food to eat and this resource center will not only help with food but also help with other resources to build stronger more stable families. This can only make all of Norman stronger.

Please approve this Application. Thank you.

(SIGNATURE) \_\_\_\_\_

(DATE SIGNED) \_\_\_\_\_, 2021.

**File Attachments for Item:**

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





## Item 9

### CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 10/12/2021

**REQUESTER:** Heather Poole, Assistant City Attorney

**PRESENTER:** Heather Poole, Assistant City Attorney

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

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#### **BACKGROUND:**

“Small cells” is a new technology that is installed on street lights, electric poles, and structures to enhance the cellular network and provide faster download speeds. Small cells are critical to the implementation of a new fifth generation (5G) cellular network. The Oklahoma Municipal League formed a working group of municipal attorneys and municipal electric utility providers to work on legislation with cell service providers at the request of AT&T. The efforts of the working group culminated in Senate Bill 1388, which was signed by Governor Fallin on April 26, 2018.

The Federal Communications Commission (“FCC”) issued a Declaratory Ruling on September 26, 2018 in the matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment. This ruling included adoption of Final Rules for Streamlining State and Local Review of Wireless Facility Siting Applications. Norman’s small cell ordinance took Oklahoma’s Small Wireless Facilities Deployment Act and the FCC ruling into account to have an ordinance that addressed small cell facilities and complied with both State and federal law.

Norman received 75 applications from AT&T and requested information on several. After meeting with AT&T and OG&E representatives in June 2021 staff drafted these amendments to Norman’s small cell ordinance to meet City, resident and small cell vendors’ concerns.

**DISCUSSION:**

Currently under the city's ordinance small cell facilities constructed in accordance with the new regulations will be allowed in any zoning category as a permitted use. An applicant desiring to have a small cell facility placed in the right-of-way would submit a Siting Application to the City and provide a map of all proposed small cell locations (up to 25 can be included in one application), as well as construction and engineering drawings for each location that are sufficient to demonstrate compliance with all applicable codes, including codes adopted by the City of Norman and any FAA regulations that may impact pole height near the Westheimer Airport. If the applicant proposes to add a small cell facility to an existing pole (collocation), the applicant must provide an engineering analysis that demonstrates conformance with applicable codes, as well as stamped construction drawings that together will demonstrate the pole can accommodate the additional facility.

In regard to application fees, the City requires \$200 for the first five facilities and \$100 for each one thereafter on the same application, and \$350 per each pole replacement or modification. When a siting application is received, the City has 20 days to notify the applicant in writing whether the application is complete. If it is incomplete, the City must specifically identify the missing information. Once a complete application is received, the City has 60 days to issue a written decision for a collocation siting application, and 75 days to issue a written decision for an application to install, modify or replace a utility pole. If a siting application is denied, the applicant can either cure the deficiencies in the application within 30 days of the denial or file an appeal with the Board of Adjustment consistent with appeals from other zoning ordinance determinations. Each new or modified pole in the right-of-way cannot exceed the greater of 10 feet above the tallest pole within 500 feet in the same right-of-way, or 50 feet from ground level.

Each new small wireless facility installed on an existing pole cannot exceed 10 feet above the existing pole. Additionally, small cell facilities are required to blend in with the poles and surrounding area to the maximum extent possible.

In the case of decorative poles, the small cell facility components should be contained within the pole as much as possible. Both state and federal law recognize the right of a city to enact reasonable spacing requirements to avoid a proliferation of poles. In the proposed ordinance, poles cannot be placed within a 500-foot radius of another small cell structure. If the City needs access to the right-of-way and needs the facilities to be relocated or modified, the proposed ordinance requires the wireless provider to make such modifications or relocate within 60 days of receiving written notice. In the case of an emergency, the City can move or cut any small wireless facility if necessary. Any damage to the right-of-way caused by the wireless provider shall be repaired within 2 weeks of written notice issued by the City. If the provider doesn't make such repairs, the City can make them and charge the provider for it.

Staff is proposing changes that include no other small cell towers within 500 feet of other small cell towers/structures, the vendor provide an affidavit that sets out exceptions to the requirement to collocate on other towers as often as possible, and an additional requirement that new facilities and poles cannot block or encroach sidewalks or walkways. The changes were made based on other cities' ordinances and practices.

**RECOMMENDATION:**

City Staff recommends that the Ordinance O-2122-7 be adopted.

## Ordinance No. O-2122-7

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22-431.2 (“COMMUNICATION FACILITIES”) OF ARTICLE XII OF CHAPTER 22 (“ZONING ORDINANCE”); TO ESTABLISH AND FURTHER DEFINE ADDITIONAL STANDARDS FOR SMALL CELL APPLICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 22-431.2(6) of the Code of the City of Norman shall read as follows:

SEC. 431.2 - COMMUNICATION FACILITIES

\* \* \*

6. Small Cell Facilities

- (a) Permitted Use. Collocation of a small wireless facility or a new or modified utility pole or wireless support structure for the collocation of a small cell facility shall be a permitted use in all zoning categories subject to the provisions of this Section 6. However, any wireless provider that seeks to construct or modify a utility pole, wireless support structure or wireless facility that exceeds the height or size limits contained in this Section 6, shall be subject to applicable zoning requirements and Applicable Codes.
- (b) Permit Required. No person or entity shall place a small wireless facility in the right-of-way without first filing a small wireless facility siting application and obtaining a building permit.
- (c) Siting Applications.
  - i. The siting application shall be made by the wireless provider or its duly authorized representative and shall include the following:
    - 1. The applicant’s name, address, telephone number, and email address;
    - 2. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application;
    - 3. A siting map depicting the location of proposed sites for small wireless facilities and related construction and engineering drawings for each location sufficient to demonstrate compliance with the provisions herein. Small cell facilities on existing poles, new poles, or modified poles shall not interfere with vehicular access to

adjacent property; nor shall they be placed in a location that would interfere with an existing individual tree's canopy; nor block or encroach upon any sidewalk or walkway. For applications to collocate on an existing pole, the applicant should provide an engineering analysis that demonstrates conformance with Applicable Codes, construction drawings stamped by a professional engineer licensed in Oklahoma, and a description of any make-ready work required, including any modification or replacement of the pole. Up to 25 proposed small cell facilities can be covered by one application.

4. If a small wireless facility is proposed to replace an existing pole, or be located on an existing pole, the application shall indicate the owner of said pole.
5. A statement of compliance with all Applicable Codes from a licensed engineer.
6. Siting Applications to Collocate Facilities: An application fee equal to \$200 each for the first five small wireless facilities on the same application and \$100 for each additional small wireless facility on the same application.
7. The new wireless support structure shall not be approved unless the person submits written documentation and an affidavit affirming that the small cell facility planned for the proposed wireless support structure cannot be accommodated on an existing or approved utility pole or electrical transmission tower or other existing structure with a height of fifty (50) feet or greater within a one-half mile radius of the proposed new wireless support structure due to one (1) or more of the following reasons:
  - a) The proposed small cell facility would exceed the structural capacity of existing or approved wireless support structures, utility poles, electrical transmission towers, and/or structures with a height of fifty (50) feet or greater as documented by a qualified and licensed professional engineer and that existing or approved wireless support structures, utility poles, electrical transmission towers, and structures with a height of fifty (50) feet or greater cannot be reinforced, modified, or replaced to accommodate the planned telecommunication equipment at a reasonable cost; or
  - b) The proposed small cell facility would cause interference impacting the usability of other existing telecommunications

equipment at the site if placed on existing or approved wireless support structures, utility poles, electrical transmission towers, and/or structures with a height of fifty (50) feet or greater as documented by a qualified and licensed professional engineer; and that that interference cannot be prevented at a reasonable cost; or

- c) Existing or approved wireless support structures, utility poles, and/or electrical transmission towers within a one-half (1/2) mile radius cannot accommodate the planned small cell facility at a height necessary to function reasonably as documented by a qualified and licensed professional engineer; or
- d) The owners of existing or approved wireless support structures, utility poles, electrical transmission towers, and structures with a height of fifty (50) feet or greater will not or are unable to enter into a commonly reasonable lease term with the applicant.

8. i. Siting Applications for Installation, Modification or Replacement of a Utility Pole and Associated Collocation: An application fee equal to \$350 per pole on the same application.

- ii. Within twenty (20) days of receiving an application, the City will determine and notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in its written communication to the applicant. The processing deadlines set forth herein will be tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information. The processing deadline may also be tolled by agreement of the Applicant and the City.
- iii. An application shall not be required for routine maintenance, or the replacement of a small wireless facility with another small wireless facility that is substantially similar or smaller in size, weight and height, or for installation, placement, maintenance, operation or replacement of micro-wireless facilities that are strung on cables between existing utility poles in compliance with the National Electric Safety Code.
- iv. Review Time for Applications to Collocate Facilities: The City will issue a written decision in response to an application to collocate small cell facilities within 60 days of receipt of the application. If the written decision is to deny the application, reasons for such denial shall be included in the written communication to the applicant. If the City does

not issue a written decision within the prescribed timeframe, the application will be deemed approved.

- v. Review Time for Applications for Installation, Modification or Replacement of a Utility Pole and Association Collocation: The City will issue a written decision in response to an application to install, modify or replace a utility pole and any associated collocation within 75 days of receipt of the application. If the written decision is to deny the application, reasons for such denials shall be included in the written communication to the applicant. If the City does not issue a written decision within the prescribed timeframe, the application will be deemed approved.
- vi. Appeals from the Denial of a Siting Application. Upon receipt of a notice of the City's written decision to deny all or part of a Siting Application, the applicant may choose to cure the deficiencies in the application or may appeal the denial. If the applicant chooses to cure the deficiencies identified by the City, the application must be resubmitted within 30 days of the denial and will not require payment of an additional application fee. Upon receipt of a revised application, the City shall have an additional 30 days to approve or deny the revised application. Applicants may appeal the decision of an Administrative Official regarding a submitted Siting Application in accordance with Section 441(6) of the City of Norman Zoning Ordinance.

(d) Height of Small Wireless Facilities and Associated Poles and Support Structures.

- i. Small wireless facilities, and new or modified utility poles and wireless support structures for the collocation of small wireless facilities may be placed in the right-of-way as a permitted use subject to the following requirements:
  - 1. Each new or modified utility pole installed in the right-of-way shall not exceed the greater of ten (10) feet above the tallest existing utility pole as of November 1, 2018 located within 500 feet of the new pole in the same right-of-way, or 50 feet above ground level.
  - 2. Each new small wireless facility in the right-of-way shall not exceed ten (10) feet above an existing utility pole in place as of November 1, 2018, or for small wireless facilities on a new utility pole, above the height permitted for a new utility pole under Section (d)(i)(1). M
- ii. Small wireless facilities may be placed on property owned, leased, or otherwise controlled by the City of Norman only pursuant to a commercial lease approved by the Norman City Council.

## (e) Small Wireless Facilities Standards.

- i. All small wireless facilities affixed to a utility pole which has exterior exposure shall be as close to the color of the utility pole as is commercially available to the wireless provider.
- ii. The design and maintenance of all small wireless facilities, cables, wires, appurtenances, and utility poles, shall include the use of materials, colors, textures, screening and landscaping that will blend the small wireless facilities, appurtenances and utility poles to the natural setting or the built environment of the primary use.
- iii. All small wireless facilities affixed to a decorative light pole must be installed in such a way that the cables, wires, appurtenances, and facilities are concealed within the pole to the maximum extent possible.
- iv. Spacing Requirements. No small cell facility shall be approved for placement on a new pole if the new pole is proposed to be located within a 500 foot radius from any other wireless support structure located on the same side of the street (or along the same side of closest street if located outside of the right-of-way).

\* \* \*

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

§ 3. Effective date. The effective date of the Ordinance shall be \_\_\_\_\_, 2021.

ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

NOT ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Brea Clark, Mayor

\_\_\_\_\_  
Brea Clark, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk



## Ordinance No. O-2122-7

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adjacent property; nor shall they be placed in a location that would interfere with an existing individual tree's canopy; nor block or encroach upon any sidewalk or walkway. For applications to collocate on an existing pole, the applicant should provide an engineering analysis that demonstrates conformance with Applicable Codes, construction drawings stamped by a professional engineer licensed in Oklahoma, and a description of any make-ready work required, including any modification or replacement of the pole. Up to 25 proposed small cell facilities can be covered by one application.

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equipment at the site if placed on existing or approved wireless support structures, utility poles, electrical transmission towers, and/or structures with a height of fifty (50) feet or greater as documented by a qualified and licensed professional engineer; and that that interference cannot be prevented at a reasonable cost; or

- c) Existing or approved wireless support structures, utility poles, and/or electrical transmission towers within a one-half (1/2) mile radius cannot accommodate the planned small cell facility at a height necessary to function reasonably as documented by a qualified and licensed professional engineer; or
- d) The owners of existing or approved wireless support structures, utility poles, electrical transmission towers, and structures with a height of fifty (50) feet or greater will not or are unable to enter into a commonly reasonable lease term with the applicant.

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not issue a written decision within the prescribed timeframe, the application will be deemed approved.

- v. Review Time for Applications for Installation, Modification or Replacement of a Utility Pole and Association Collocation: The City will issue a written decision in response to an application to install, modify or replace a utility pole and any associated collocation within 75 days of receipt of the application. If the written decision is to deny the application, reasons for such denials shall be included in the written communication to the applicant. If the City does not issue a written decision within the prescribed timeframe, the application will be deemed approved.
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- ii. Small wireless facilities may be placed on property owned, leased, or otherwise controlled by the City of Norman only pursuant to a commercial lease approved by the Norman City Council.

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- ii. The design and maintenance of all small wireless facilities, cables, wires, appurtenances, and utility poles, shall include the use of materials, colors, textures, screening and landscaping that will blend the small wireless facilities, appurtenances and utility poles to the natural setting or the built environment of the primary use.
- iii. All small wireless facilities affixed to a decorative light pole must be installed in such a way that the cables, wires, appurtenances, and facilities are concealed within the pole to the maximum extent possible.
- iv. Spacing Requirements. No small cell facility shall be approved for placement on a new pole if the new pole is proposed to be located within a 500 foot radius of from any an existing pole other wireless support structure located on the same side of the street (or along the same side of closest street if located outside of the right-of-way).

\* \* \*

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

§ 3. Effective date. The effective date of the Ordinance shall be \_\_\_\_\_, 2021.

ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

NOT ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Brea Clark, Mayor

\_\_\_\_\_  
Brea Clark, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk

City Council Study Session  
July 20, 2021  
5:30 p.m.  
Municipal Building, Executive Conference Room

Minutes

**1. DISCUSSION REGARDING PROPOSED AMENDMENTS TO SMALL CELL FACILITIES**

Ms. Muckala – I'm filling in on this issue, but I have gotten as up-to-speed as I can, so I think I'll be able to answer most questions. As you're likely aware, we're here to discuss some amendments to our small cell ordinance that was passed a couple of years back. A lot of you may recall that it was passed just after Senate Bill 1388, which was implemented in State law November 1, 2018. Here is some background that a lot of you probably have seen fairly recently, so I'll just try to skip over it. A lot of that I already said but, obviously, this is federally regulated, in addition to State law. The FCC has a great interest in making sure that these small cell facilities, which enable 5G technology, that they get out there – that this gets proliferated. So we know there's strong federal support, strong State support. Cities were dealt in, as far as Senate Bill 1388, and we've been acting under those guidelines. Just for those of you who haven't seen them, here are some examples of small cell facilities – what they look like. I noticed all these examples are on light poles, but that's obviously not the only option. Here the last one is a good example of how they've tried to blend it into the decorative light pole a little bit. That's addressed in our ordinance. The thing about small cell technology is that they have a smaller range, obviously – 1500 feet is my understanding of the industry standard. So that's less flexible than the humongous towers, but they're better able to blend into the surroundings, so the idea is to get 5G in those dense areas, which is improving what's already there. It's not establishing new.

Here's a rundown of federal law. As I've said, there is a strong preference to make this happen, but the cities were given some leeway here to see how it's implemented, particularly in public rights-of-way. But, of course, we're all learning this area together. Obviously, there's going to be some impressions that cities are slowing down this process. We're reviewing, we're asking questions, and so we have to find a way to do that efficiently and effectively and to get the questions answered that are most important to the city, as well as its' residents. So here's what we can do. Obviously, we can regulate generally this placement, construction and modification, charge fair and reasonable compensation, and manage our public rights-of-way. All of that is already addressed in our current ordinance. Here's what we can't do. We just can't say no. OG&E, for instance, they can't say no if they need to locate on their poles – if they need to allow collocation, then they have to do it. So we have to accommodate that as well. We can't require too much documentation and, in particular, we can't act outside the boundaries of what we're allowed to look into, what we're allowed to ask about and do. The idea behind those restrictions being we just can't unduly say go away, we don't want you here. We can't do that. So our ordinance is already sensitive to that fact. Obviously, discrimination between providers – that's a no-brainer.

Here's a rundown of Senate Bill 1388 and, again, this is going to be repetitive to some or maybe most of you. It applies to both collocation and deployment of new poles or wireless support structures. Here is generally the parameters for permitting. There's a shot clock – I can run down this more particularly and how it was implemented into our own ordinance. Generally, once the application is complete, we're on a timeline to get things done. Obviously, moving through this process quickly is in everyone's interests. We want to know what plans are coming into Norman. We want to be able to address them swiftly and efficiently, and they want to get their technology in place. We can require permit in the case that we're already asking others to do it. That's going to be another common thing you hear. If we're asking it of others, we can ask it of them, as long as it's reasonable. Once approved, they must complete within a year, and then they're allowed to stay there for ten. Again, this is evaluation of permit applications and we can ask for reasonable information that demonstrates compliance with the act which, as you know, is incorporated into our ordinance in specific places. We cannot tell them, hey, you have to put it here. That's obvious. We can't say we'll give you this for that. And, obviously, we have to follow safety codes, and we have the ability to deny under certain circumstances. Aesthetics are obviously a big issue. A lot of this is already addressed in the State law. As you can see, it cannot be more than 10' taller than those around, or 50' above. They must be fitting the antenna within 6 cubic feet, the entire facility within 28. They must try to conceal. We can adopt reasonable and non-discriminatory spacing, so that's another way that we can control the aesthetics. As long as they're not interfering with other technology that's been placed, they can be located on the same pole, and that's a lot of what we'll be talking about tonight – collocation.

Here's what we're allowed as far as permit fees. Again, if we ask it of others, we can ask it of them; it must be reasonable. Collocation has a fee of \$200 for the first five, \$100 for each additional. With collocation and pole placement or installation, that's \$350 per pole – a cap of \$350 per pole. Then, of course, there's occupancy fee – if they're going to place it on City-owned poles, which would be \$20 per pole, and then \$20 per facility beyond that.

So we're here to discuss amendments to our ordinance, which was originally passed as Ordinance O-1819-18. Here is the information you've been given previously on our ordinance. The red is obviously what we're changing. As you can see, it's only one aspect, and that aspect is an important one. We're asking for information on the front end. As you know, and as I've laid out here, there's a lot of aesthetic concerns, there is location, spacing details. When we receive an application, our Public Works Department is looking very closely at this information, and we've found over and over they were asking the same questions. Why wasn't this considered? Is there a reason this one won't work? We were seeing situations with lots of poles already located, and we have the authority and the power to ask these questions and to vet these, but in a way it's also the duty to ask these questions so that we know the answers to the questions. So that's what we kept finding ourselves doing. So putting in a requirement for the affidavit saying we've already had these discussions and here's the reasons why we couldn't make it work – it simply shortens the process. You'll see in the shot clock – it's up here – it's coming up, I promise – I keep talking about it. We can say your application is not complete and

then we're pretty much at a standstill at that point. Once we've said we need this information, hey can you answer this, we really can't go anywhere. It's once the application is complete that things get moving. So until then, we're really at kind of an impasse. This is to avoid that; it's to speed things up. And, honestly, it gives them notice of the questions we now know we're going to be asking over and over.

This is all the same as before, and it's a repeat of a lot of what I just said from the State law. Here is some of the items in our ordinance already, with the red showing where we've tweaked it a bit. Again, aesthetics and just in general placement. We've already discussed the tree canopy, adjacent properties. We've looked at a lot of different ordinances and we saw consistently that other municipalities were obviously addressing sidewalks and walkways – matters of public egress. So it made sense; we've suggested that. And then we have suggested, again, a reasonable and non-discriminatory spacing requirement of a 500' radius, as long as it's on the same side of the street.

Councilmember Studley – Maybe I'm mistaken, but I thought that we reduced the number of feet. I thought that that's what we had talked about in the meeting before this whenever we were talking about the small cell facilities. Am I wrong in that? That we reduced the number of feet.

Mr. Sturtz – It looks like the decision here is actually to say if another small cell facility – and take out that restriction. So there's just a lot of different options and ways to go. I wasn't really involved directly in this decision-making, but that's the difference here. Instead of saying within any pole, it's 500' within a radius within another small cell facility.

\_\_ -- Right. When they were here and did the presentation with us, they had wanted to do like – was it like 70 or 80, and then they reduced it. They sent us a new email where they reduced the number down to like 25.

Ms. Muckala -- Application numbers.

\_\_ -- Yes. They weren't going to put as many in Norman as they originally had thought, but we had also talked in that meeting about reducing the number of feet between because it was just – once we started looking at things, we realized it was a little ...

\_\_ -- I think the concern was not adding any more pole than were absolutely necessary.

Ms. Muckala – Did your packet materials include a copy of the redlined ordinance changes?

\_\_ -- No.

Ms. Muckala – Okay. I think we can send those out, and that will address a little bit of this. But as Mr. Sturtz was saying, the language was changed from simply addressing a pole within a 500' radius, to a wireless support structure. Over this learning curve, we've realized there are other places where these can be placed and we didn't want to be



ruling out other options for placing them. So that's one change to the language here regarding spacing, but the 500' radius was already within there. The language that was added was a change to pole and then the change to located on the same side of the street. And, again, I apologize that the simple red-lines weren't sent; we can get those to you easily. And, in fact, that's what I thought I probably needed to go back to this slide for, because we are requiring an affidavit saying we've already discussed these things, but I noticed that there wasn't bullets here for the actual items that are being discussed. There are four topics that we find ourselves that we keep coming back to, and a lot of these are addressed in the State law. They're just within that pocket of authority we've been given to vet these things. So the first is a reason why they may not be able to collocate is when it exceeds the structural capacity of existing support structures already there. The second is when it might interfere with other existing telecommunications equipment in the area. And in the cases where this is happening, again, we're saying get us an engineer or someone who can explain it to us why this is the case. The third is when the facilities in place cannot accommodate a small cell facility at the height necessary for it to be effective. Then the fourth is where you have a situation where they simply couldn't come to terms with a third-party provider regarding commonly reasonable lease terms – essentially how much is going to be charged for that location – is it going to be feasible in terms of everything. We're using the words reasonable here, and those are always in the legal world going to be subject to interpretation, but, of course, again, we have federal guidance, we have state guidance – all of that plays into a determination of what reasonable really is going to end up being. So we do have parameters here. But those are the four you should know about.

Again, that's a repeat. We just discussed that. So the 78 number, Councilmember Studley, that's just applications received to date. Whether or not any applicants may have decided to consolidate or reduce, that could have happened. That's just literally the number that's been submitted through March of this year. Four of them were approved but, again, a lot of them went back as incomplete applications based on the fact that we just didn't have the feedback we needed in order to apply our ordinance. So this is designed to help us get off high center on some of this.

So we have some examples – some pictorials of just the best illustrations here. Again, some of you may have seen them. We'll try not to be repetitive. This is a location on Main Street where you can see street lights and utility poles were designated. In this particular case, within a 500' buffer, you can see 19 existing street lights, 8 existing utility poles, and 3 of them are easily right next to them. That obviously is going to make us ask why can't we find a solution here? So those are the kinds of questions you'll see on that one. This one is an example of a potential impact on a residential area. Again, there is a very high number of existing street lights in this area, two of which actually are already located in front of the particular residence in which this proposed structure is set. Here's a picture of the front. You can see the taller light pole on the left, the decorative one in center, and I'm thinking – I guess they want to place the other one about there. Another residential example, not as many in this case, but as you can see the language I just referenced, within 500' on the same side of the road we have two of those right here. So we're automatically asking the questions.

These amendments are not just pulled out of thin air, obviously. We looked at as many comparable situations as we could, obviously within the state because they're going off of the same state law – the exact same law. The Oklahoma Municipal League had some guidance that we gleaned, and then we really did take quite a bit from Bixby's ordinance, but also Little Rock, Owasso, Broken Arrow were looked at closely as well.

I did want to let you know the proposed schedule for moving this forward. I think the plan was August 12 for Planning Commission, and September 14 first reading, September 28 second. Again, if we can get it there. That's just the timeline that we thought might be able to work. So with that, I would invite any questions.

Councilmember Peacock – Just out of curiosity, I'm looking at this map here and I don't see anything submitted for south of Lindsey, west Classen. Is there any reason for that?

Mr. Sturtz – They really chose all the locations. We had no input in that. They came to us with those that they felt that they wanted to employ this new technology, and they actually came to us totally. So we didn't have any say or comment; we just received their applications, went out and checked the locations to meet our ordinances, and then submitted back to them whether it was a compliant application or not.

Councilmember Tortorello – Are there applications coming in for outside – like to Ward 5 and Ward 6 out that way?

Mr. Sturtz – Not at this time. What you see on that map is what has been submitted, and these were all submitted back in 2019. We've had maybe one or two since that timeframe. They've pretty much stopped their applications to try to resolve this item.

Councilmember Holman – Can you go back to the first residential picture, of the house, actually? So in committee, our concern was that this particular home has actually three poles already in the front yard. There's one that says no parking on this side of the street. So the three poles in their front easement there, this would propose to add a fourth pole to that property. So I felt that we were okay with eliminating the 500' radius thing, but we wanted to also make sure that somebody wasn't going to end up with four utility poles in their front yard either, especially since there's so many close by that it seems like they could get onto. Would that be resolved with this? Would we still be protecting the homeowner here by getting rid of the 500', which again, I'm fine with getting rid of the 500' but ...

Ms. Muckala – I'm sorry if I misspoke. I don't mean to imply that the 500' is going away. The 500' is still very much in there. What the new language would read, and I'll just read it verbatim – “No small cell facility shall be approved for placement on a new pole if the new pole is proposed to be located within a 500 foot radius from any other wireless support structure located on the same side of the street (or along the same side of closest street if located outside of the right-of-way).” And I think this is language that we drew directly from Bixby's ordinance, so we know that it's being used; we're not creating a

new standard here. Yes, that's exactly the type of thing that it should address. We have two light poles right there on the very same side of the street.

Councilmember Holman – So this would help protect that homeowner potentially from having a fourth pole in their yard, but also allow AT&T to accomplish what they're trying to do with the coverage.

Ms. Muckala – Or any applicant. Exactly. And that way they'll know the questions that we're going to be asking before essentially we get here and slow them down.

Councilmember Holman – That was the main concern that I recall from the committee.

Councilmember Studley – So the did send in some of the applications, and then according to Jason, he sent an email to me where they reduced the number to 27, and Brenda sent that out to everyone on June 16<sup>th</sup>. So because we were the last city to make a decision on this, and every other city in Oklahoma already has theirs done – they're complete in Oklahoma. So our 78 that they had submitted were denied; only four were approved, so now they've come back and reduced that even further to 27. So I don't know if you guys want to look at that later on, but it has the 27 blue dots in there. Did you get a copy of that by chance?

Ms. Muckala – Not me, no, but I can find it.

Councilmember Hall – I just wanted to make sure I really understood what you just said, because we've used this example now in two different settings. I think the language you just said was that 500' within another pole that had small cell technology on it. So would that actually help in this instance?

Mr. Sturtz – I don't think that would preclude them from being able to put one in this yard.

Councilmember Hall – So they could do another one, because it's not within 500' of another pole with the technology on it?

Mr. Sturtz – Another small cell facility.

Councilmember Hall – Yeah. That's the problem.

Ms. Muckala – So the language that's been proposed, though, is within a 500' radius of other wireless support structure, not necessarily the facility. That was replacing the word "pole", essentially, to make sure that we weren't limiting this buffer to only certain types of structures. If they have other options for collocation, that's what we want. So this spacing requirement is specific to the placement of a new pole, as opposed to a collocation, which is what we want to encourage.

Mayor Clark – Any other questions? Alright. I think we're ready to move it forward. Thank you, Ms. Muckala.

**File Attachments for Item:**

10. CONSIDERATION OF A APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A REQUEST FROM THE NORMAN HOUSING AUTHORITY TO WAIVE THE PAYMENT IN LIEU OF TAXES (PILOT) IN THE AMOUNT OF \$19,402.08 FOR FISCAL YEAR ENDING (FYE) 2021.



## CITY OF NORMAN, OK STAFF REPORT

### Item 10

**MEETING DATE:** 10/12/2021

**REQUESTER:** Brenda Hall

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF A APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A REQUEST FROM THE NORMAN HOUSING AUTHORITY TO WAIVE THE PAYMENT IN LIEU OF TAXES (PILOT) IN THE AMOUNT OF \$19,402.08 FOR FISCAL YEAR ENDING (FYE) 2021.

#### **INFORMATION:**

The Norman Housing Authority was established in 1974 pursuant to 63 Okla. Statutes Section 1051 et. seq. The mission of the Norman Housing Authority is to provide affordable housing opportunities for low income, handicapped, and elderly citizens of Norman. The Norman Housing Authority operates, among others: Rose Rock Villa located on North Berry Road; Redbud Village, a complex located north of West Rock Creek Road and east of 36th Ave. N.W.; Colonial Estates complex on East Lindsey Street; Jamestown on Vicksburg Court; Crystal Heights on Wren Street and Skylark Court; as well as several other collaborative projects throughout the city including McKinzie Gardens (providing independent living housing units for those with persistent mental illness) and NorthCliff Gardens (providing independent living facilities for the disabled).

Because the Norman Housing Authority is a non-profit entity created under Oklahoma Statutes, they are exempt from payment of most taxes and fees. However, the statutes require these types of entities to make Payments In Lieu Of Tax assessments (PILOT). The PILOT is determined based on the rental income and utility expenses of the Norman Housing Authority. The City entered into a Cooperation Agreement with the Housing Authority and Norman Public Schools in March 1979. This Agreement requires that the annual PILOT be split between the City of Norman and Norman Public Schools. The item coming before Council is a request that the PILOT fees due to the City of Norman be waived for FYE 2021.

#### **DISCUSSION:**

On an annual basis, prior Councils have considered waiving PILOT payments in recognition of the Norman Housing Authority's efforts toward providing affordable public housing to the citizens of Norman. It has also been pointed out in the Norman Housing Authority request letter that they have been required to absorb funding cuts from the Department of Housing and Urban Development. For the fiscal year ending on June 30, 2021, the total PILOT due is \$38,804.16. Of that, \$19,402.08 is owed to the City. The Norman Housing Authority is requesting that the PILOT payment of \$19,402.08 to the City of Norman be waived.

**RECOMMENDATION:**

As in prior years, in accordance therewith, the above-described item is submitted for City Council's consideration. Staff will be available to answer questions or address concerns.



**NORMAN**  
**HOUSING**  
**AUTHORITY**

700 N. Berry Road, Norman, OK 73061

Phone 405-329-0933

Fax 405-329-2542

"Affordable Housing...with Vision"

Rec'd 9/23/21 sp

Item 10.

P  
F  
JH  
BC  
JH

September 15, 2021

City of Norman  
P.O. Box 370  
Norman, OK 73070

Dear Mayor Clark:

The purpose of this letter is to request the waiver of the Norman Housing Authority's Payment in Lieu of Taxes (PILOT) for fiscal year ended 06/30/21; but I would first like to thank you for the support you have given to the Norman Housing Authority and our low-income residents as our Mayor. I want to also thank the City Council for their continuing support and for the waiver of the PILOT over the past years. With continuing funding cuts from HUD, this waiver helps insure we provide the best service possible to our low-income clients.

The PILOT is based on our rental income and utility expenses. As per the Cooperation Agreement signed in March, 1979, one half of the payment goes to the City of Norman and the other half to the Norman Public Schools. I have attached a copy of the worksheet for your information. You will notice the full PILOT is \$38,804.16. Of the full PILOT, \$19,402.08 is owed to the City of Norman. The remaining \$19,402.08 is owed, and will be paid to the Norman Public School system. We are requesting the City of Norman waive the \$19,402.08 owed by the Norman Housing Authority.

Your favorable consideration of our request will be greatly appreciated by the NHA Board of Commissioners, Staff, and the families, elderly, and disabled population we serve.

Sincerely,

Karen Canavan  
Executive Director

**Board of Commissioners**

Jeff Cummins, Chairperson, Marianne Ratliff, Vice-Chairperson

Paul Austin, Commissioner, Jan Hunter, Commissioner, Rick McKinney, Commissioner

Karen S. Canavan, Executive Director

# Computation of Payments in Lieu of Taxes

## U.S. Department of Housing and Urban Development Office of Public and Indian Housing

For Fiscal Year Ended

6/30/2021

OMB Approval No. 2577-0072 (Exp. 11/30/2007)

Public reporting burden for the collection of information is estimated to average .4 hours. This includes the time for collecting, reviewing, and reporting the data. The information will be used for HUD to ascertain compliance with requirements of Section 6(D) of the U.S. Housing Act, which provides for PHA exemptions from real and personal property taxes, and inclusion in the formula data used to determine public housing operating subsidies. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control Number.

<b>Name of Local Agency:</b> Norman Housing Authority	<b>Location:</b> Norman, Oklahoma	<b>Contract Number:</b>	<b>Project Number:</b> OK139
<b>Part I - Computation of Shelter Rent Charged.</b>			
1. Tenant Rental Revenue (FDS Line 703)		\$	464,704.56
2. Tenant Revenue Other (Excess utilities)		\$	336.32
3. <b>Total Rental Charged</b> (Lines 1 & 2)		\$	465,040.88
4. Utilities Expense (FDS Line 931 - 939)		\$	76,999.33
5. Shelter Rent Charged (Line 3 minus Line 4)		\$	388,041.55
<b>Part II - Computation of Shelter Rent Collected.</b> To be completed only if Cooperation Agreement provides for Payment of PILOT on basis of Shelter Rent Collected.)			
1. Shelter Rent Charged (Line 5 of Part I, above)		\$	388,041.55
2. Add: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at beginning of fiscal year			
3. Less: Tenant Bad Debt Expense (FDS Line 964)			
4. Less: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at end of fiscal year			
5. Shelter Rent Collected (Line 1 plus Line 2 minus Lines 3 & 4)		\$	388,041.55
<b>Part III - Computation of Approximate Full Real Property Taxes.</b>			
(1) Taxing Districts	(2) Assessable Value	(3) Tax Rate	(4) Approximate Full Real Property Taxes
<b>Total</b>			
<b>Part IV - Limitation Based on Annual Contribution.</b> (To be completed if Cooperation Agreement limits PILOT to an amount by which real property taxes exceed 20% of annual contribution.)			
1. Approximate full real property taxes			
2. Accruing annual contribution for all projects under the contract			
3. Prorata share of accruing annual contribution*			
4. 20% of accruing annual contribution (20% of Line 3)			
5. Approximate full real property taxes less 20% of accruing annual contribution (Line 1 minus Line 4, if Line exceeds Line 1, enter zero)		\$	-
<b>Part V - Payments in Lieu of Taxes</b>			
1. 10% of shelter rent (10% of Line 5 of Part I or 10% of Line 5 of Part II, whichever is applicable)**		\$	38,804.16
2. Payments in Lieu of Taxes (If Part IV is not applicable, enter the amount shown on Line 1, above, or the total in Part III, whichever is the lower. If Part IV is applicable, enter the amount shown on Line 1, above, or the amount shown on Line 5 of Part IV, whichever is lower.)		\$	38,804.16
<p>* Same as Line 2 if the statement includes all projects under the Annual Contributions Contract. If this statement does not include all projects under the Annual Contributions Contract, enter prorata share based upon the development cost of each project.</p> <p>** If the percentage specified in the Cooperation Agreement or the Annual Contributions Contract with HUD is lower, such lower percentage shall be used.</p> <p><b>Warning:</b> HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).</p>			
<b>Prepared by:</b> Ronald Urlaub	<b>Approved By:</b>		
<b>Name:</b>	<b>Name:</b>		
<b>Title:</b> Fee Accountant	<b>Date:</b> 6/30/21	<b>Title:</b>	<b>Date:</b>

Previous Editions are Obsolete

Page 1 of 1

form HUD-52267 (8/2005)





**NORMAN  
HOUSING  
AUTHORITY**

700 N. Berry Road, Norman, OK 73069

Item 10.

Phone 405-329-0933

Fax 405-329-2542

"Affordable Housing...with Vision"

September 15, 2021

Mr. Nick Migliorino, Superintendent  
Norman Public Schools  
131 S. Flood  
Norman, OK 73069

Subject: Payment in Lieu of Taxes

Dear Mr. Migliorino:

Enclosed is the NHA's check, in the amount of \$19,402.08 for the Payment in Lieu of Taxes (PILOT) for the fiscal year which ended June 30, 2021. The amount of the PILOT is determined by the amount of the Housing Authority's rental income and utility costs. The full PILOT is divided evenly between the City of Norman and Norman Public Schools.

Please do not hesitate to contact me for additional information.

Sincerely,

Karen Canavan  
Executive Director

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**Board of Commissioners**

Jeff Cummins, Chairperson, Marianne Ratliff, Vice-Chairperson

Paul Austin, Commissioner, Jan Hunter, Commissioner, Rick McKinney, Commissioner

Karen S. Canavan, Executive Director

**File Attachments for Item:**

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

**Item 11****CITY OF NORMAN, OK  
STAFF REPORT**

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**MEETING DATE:** 10/12/2021

**REQUESTER:** Lisa Tullius

**PRESENTER:** Kevin Foster, Chief of Police

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

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**BACKGROUND:**

Operation Underground Railroad (O.U.R.) is a 501(c)(3) non-profit organization that exists to protect children from sex trafficking and sexual exploitation. O.U.R. partners with law enforcement agencies by providing tools, training, and technology to enhance their abilities to conduct investigative and operational activities related to exploitation.

Chapter 8, of the Code of Ordinances, Section 8-111 - Donations provides: "Any donation valued above \$250.00 to be received by the City of Norman, whether in the form of monies or any other thing of value, shall be required to be accepted by the Council of the City of Norman prior to any use or disbursement of such monies or thing of value by or to any City operation or cause."

**DISCUSSION:**

If accepted by City Council, the Police Department will receive a GrayKey digital forensic access tool capable of extracting encrypted or inaccessible data from mobile devices – including iOS devices – and a one-year GrayKey (Advanced) license (total value of \$25,270.50). GrayKey offers a comprehensive set of extraction tools to identify evidence, record digital data, and track location all of which is critical for solving cases.

Acceptance of the donation requires an agreement between the Norman Police Department (in the form of a Mutual Agreement Document) to provide O.U.R. with numbers of any individuals arrested, or victims identified with the assistance of the donation. Names and case numbers are NOT required or solicited, just the raw numbers provided in bi-monthly reports. Additionally, if forensic analysis of any devices located using the donation leads to the identification of victim(s), those numbers are requested as well. Withdrawal from the document will not exempt the department from reporting requirements, but non-compliance will NOT obligate the department to refund or reimburse O.U.R. for the donation.

Further, where the donation supports an operation resulting in arrests or other success stories, O.U.R. support will be acknowledged in web, social and other media releases. O.U.R. will not publish or share departmental identifiers or logos without prior written consent.

**RECOMMENDATION:**

It is recommended the City of Norman accept the donation of from Operation Underground Railroad of a GrayKey digital forensic tool and one-year service license (Advanced) valued at \$25,270.50.


**GRAYSHIFT**

Grayshift LLC  
 931 Monroe Drive NE Suite A102-340  
 Atlanta, GA 30308  
 USA  
 Phone: (833) 472-9539

Quote Number: Q-11121-1  
 Created Date: 9/7/2021  
 Expiration Date: 10/7/2021  
 Contract Start Date: 9/30/2021

CAGE Code: 7R0W9  
 DUNS Number: 081045174  
 NAICS: 511210

Ship To  
 Gary Schmidt  
 Norman Police Department, OK  
 201- B West Gray Street  
 Norman, Oklahoma 73069  
 United States  
 gary.schmidt@normanok.gov

Bill To  
 Gary Schmidt  
 Norman Police Department, OK  
 201- B West Gray Street  
 Norman, Oklahoma 73069  
 United States  
 gary.schmidt@normanok.gov

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Nick Leporatti	nleporatti@grayshift.com	FedEx	Net 30

All prices below are in U.S. Dollar

PRODUCT NAME	START	END	PART	QTY	PRICE	DISCOUNT	EXTENDED
GrayKey License - Advanced Unlimited Consent and BFU Extractions. 225 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 225	9/30/2021	9/29/2022	GKL-ONF- AD	1.00	27,995.00	-2,799.50	25,195.50
GrayKey Unit			GK101	1.00	500.00	0.00	500.00
Hardware Discount			FYLD	1.00		-500.00	-500.00
Shipping & Handling			SH	1.00	75.00		75.00

**TOTAL: 25,270.50**

**Quote Terms**

- Delivery of GrayKey requires the end-user's prior acceptance of Grayshift's End User License Terms Agreement ("EULA")
- Your acceptance of this quotation will indicate your acceptance of the terms of Grayshift's EULA, without exception or reservation. The EULA is available at <https://grayshift.com/terms>
- License Term = 12 months
- The final invoice may include tax if applicable
- Your contract will start on 9/30/2021 and will end after license term
- Please reference quote number on payment method

**Payment Terms**

- Non-payment thirty days after issuance of your invoice may result in a suspended license
- Credit Cards: Major credit cards accepted including Visa, Mastercard, and American Express
- Additional Information: Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local income, use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on Grayshift's net income). In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Grayshift on account thereof. As an example, if the price to be paid is \$100 but there is, for example, 10% withholding, Grayshift will still directly be paid \$100. The payor may need to "gross up" the overall payment so the amount due Grayshift after any withholding is \$100

**Terms & Conditions**

For online licenses only (not acceptable for the purchase of expansion packs), a signed quote is acceptable in lieu of a purchase order to execute this order under the following conditions:

- The intended licensor identified in the quote does not require the issuance of a Purchase Order, and

and

- The above quote is of a total value less than \$50,000 USD

By signing this quote, you certify that the above is accurate and that you are an authorized representative of the intended licensor identified in this quote with the authority to enter into this agreement.

Signature: \_\_\_\_\_

Effective Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Please sign and email to Nick Leporatti at [nleporatti@grayshift.com](mailto:nleporatti@grayshift.com)

Grayshift LLC  
THANK YOU FOR YOUR BUSINESS!



# OPERATION UNDERGROUND RAILROAD

## OPERATION UNDERGROUND RAILROAD (O.U.R.) DOMESTIC LAW ENFORCEMENT SUPPORT MUTUAL AGREEMENT FOR THE RECEIPT OF CONTRIBUTIONS

This Mutual Agreement Document (MAD) will govern contributions from O.U.R. to the Norman, Oklahoma Police Department, each reserving the right to withdraw from the MAD with 30-day written notice with or without cause.

O.U.R. is a non-profit organization that exists to protect children from sex trafficking and sexual exploitation, a mission best accomplished through collaboration with law enforcement agencies (LEAs) both in the U.S. and abroad. O.U.R.'s domestic endeavors are different than its international activities. O.U.R. does not conduct domestic operations. O.U.R. recognizes that U.S. LEAs have the authority to enforce the laws relating to human trafficking and child exploitation and are therefore best positioned to conduct investigative and operational activities in this fight. O.U.R. is committed to empowering domestic LEAs by providing tools, training and technology to enhance their abilities to combat child exploitation.

O.U.R. shares a mission consistent with Internet Crimes Against Children (ICAC) task forces and has agreed to coordinate any domestic support with them. The receiving LEA will advise the presiding ICAC Commander in its state of this contribution to avoid duplication of efforts and to facilitate de-confliction.

The receiving LEA is responsible for researching agency or governing board policies and state laws governing the acceptance of contributions from 501(c)(3) organizations, and getting the necessary approvals to receive donations, in any form, from O.U.R. The receiving LEA will be responsible for any recurring costs associated with the donation or any other subsequent contributions.

O.U.R. is fully sustained by donors who generously give to help save children from being victimized by sexual predators, and to identify, rescue and heal those who have fallen prey to such predation. O.U.R. donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. By accepting this donation, you agree to provide O.U.R. with numbers of any individuals arrested, or victims identified with the assistance of the donation. O.U.R. does not require any names or case identifiers, just raw numbers provided in bimonthly reports which O.U.R. will solicit. Furthermore, if forensic analysis of any devices located using the donation leads to the identification of a victim/s, those numbers, no names, are requested to facilitate program evaluation, and most importantly assure our donors that these donations are doing exceptional things to safeguard children. Additionally, O.U.R. is required to account for contributions made to LEAs during biannual audits. Such reports will provide documentation and indicators of yield associated with this contribution.

Withdrawal from this document will not exempt the LEA, from agreed upon reporting requirements. Further, withdrawal from or noncompliance with the terms of this MAD shall not obligate the LEA to refund or reimburse O.U.R. for the contributions provided hereunder.

Donors deserve seeing how their contributions translate to children being safeguarded from predators, and such reporting and media exposure is a great motivator for continued support to O.U.R., which enables O.U.R. to further support LEAs. Where O.U.R. contributions support an operation resulting in arrests or other newsworthy activity, acknowledgment of O.U.R.'s support is requested in associated press releases. O.U.R. will coordinate with the LEA's designated media rep about sharing, via website or social media posts, any successes and stories of interest made possible by the support provided. O.U.R. will not publish or share LEA identifiers, such as name or logo, without prior written consent of LEA.

Acceptance of any O.U.R. donations shall not create any requirements or obligations of LEA except for those specifically stated in the preceding paragraphs.

For any future donations governed by this document, a description, reporting requirements and other specifics associated with the donation will be provided for agreement of both parties as a supplement to this original agreement with an addendum delineating the contribution.

**Designated LEA Point of Contact for Reporting:** Cpt. Eric Lehenbauer

**Phone number:** 405.217.7781

**Email:** eric.lehenbauer@normanok.gov

**Designated LEA Media Representative:** Sarah Jensen

**Phone number:** 405.307.7122

**Email:** sarah.jensen@normanok.gov

The following donations, or forms thereof, will be provided to the Norman, Oklahoma PD:

- 1) **One year GrayKey license (Advanced), in the amount of \$25,270.50. This equipment and service will be provided by Grayshift LLC, per their formal quote (Attached)**

Please sign below in acknowledgment that you understand the content herein and will agree to O.U.R.'s requests as the recipient of donation/s listed.

\_\_\_\_\_  
O.U.R. Representative Name

\_\_\_\_\_  
O.U.R. Representative Signature

\_\_\_\_\_  
Date

Norman Police Department

Chief Kevin Foster

Law Enforcement Representative Name

  
\_\_\_\_\_  
Law Enforcement Representative Signature



## GRAYSHIFT, LLC

## END USER LICENSE TERMS

**IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING GRAYSHIFT-SUPPLIED SOFTWARE AS PART OF THE GRAYSHIFT PRODUCT (THE "PRODUCT") CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.**

THIS PRODUCT CONTAINS CERTAIN SOFTWARE ("SOFTWARE") AND OTHER PROPRIETARY MATERIAL, THE USE OF WHICH IS SUBJECT TO THIS END USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK "I AGREE" AND DO NOT USE THE SOFTWARE. YOUR CLICKING "I AGREE" OR USING THE PRODUCT OR SOFTWARE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH ALL TERMS, YOU MUST RETURN THE PRODUCT, ALL MANUALS AND DOCUMENTATION, AND PROOF OF PAYMENT AND DISCONTINUE USE OF THE SOFTWARE. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF GRAYSHIFT SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE ORDERED THIS PRODUCT, GRAYSHIFT'S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS.

**1. ACCEPTANCE AND DELIVERY.** Software will be provided by electronic means. Acceptance of Software ("Acceptance") shall be automatic upon the successful completion of Grayshift's standard installation procedures on the Product.

**2. LICENSE GRANT.** Subject to the terms of this Agreement and for the consideration specified in the Order (defined below), Grayshift, LLC ("Grayshift") hereby grants to you ("Licensee" or "You") a limited, revocable, nontransferable, non-assignable, non-sublicensable, non-exclusive license to use and allow Authorized Users to use the Software, in object code form, solely as such Software is embedded in proprietary equipment provided herewith ("Product") and solely for purposes of accessing mobile devices ("Devices") in your possession or control. You may only use the Product at the authorized physical locations (the "Authorized Locations") specified in your online order (the "Order") or that you have otherwise registered with Grayshift and you acknowledge and agree that in order for the Product to function properly in online mode, you must be connected to the Internet. When you are using the Product in offline mode, you do not need to be connected to the Internet. Grayshift may use certain third-party monitoring tools to ensure that you are in compliance with the foregoing restrictions, which such tools may be subject to Third Party Components terms as further described herein. For purposes of this Agreement, "Authorized Users" means collectively, employees, agents, or contractors of Licensee accessing or using the Product.

**3. THIRD PARTY COMPONENTS.** The Product may make use of or otherwise incorporate access to certain third-party components ("Third Party Offerings"). Use of such Third Party Offerings is contingent upon your acceptance of the third party license or service terms applicable to such Third Party Offerings which are available at <https://developers.google.com/maps/terms>.

**4. LICENSE RESTRICTIONS.** Notwithstanding anything to the contrary in this Agreement, Licensee will not (or allow an Authorized User to): (a) modify any Product; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Product; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Product; (d) use any Product on a time sharing, service bureau, application service provider (ASP), rental or other similar basis; (e) make copies of any Product, except as provided for in the license grant above; (f) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Product; (g) distribute any copy of any Software to any third party, including without limitation selling any Product in a secondhand market; (h) use any Software other than with Products provided by Grayshift; (i) use the Product other than at an Authorized Location; (j) deactivate, modify or impair the functioning of any disabling code in any Software; (k) circumvent or disable Grayshift copyright protection mechanisms or license management mechanisms; (l) use any Product in violation of any applicable Law or to support any illegal activity; or (m) use any Product to violate any rights of any third party. Grayshift expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

**5. FEES.** Licensee shall pay the license fees set forth in the relevant Purchase Order for the Software and Product. Licensee will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Grayshift's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Licensee will make all required payments to Grayshift free and clear of, and without reduction for, any withholding taxes. Any portion of any amount payable hereunder that is not paid when due will accrue interest at two percent (2%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

6. **SUPPORT.** Grayshift will provide support services (including updates and upgrades) for the Software as specified in the Order and in accordance with the support terms located at <https://grayshift.com>.

7. **TITLE.** As between the parties, Grayshift and its licensors retain all right, title, and interest, including, without limitation, all intellectual property rights to the Product. Licensee understands that Grayshift may modify or discontinue offering the Product at any time. The Product is protected by the copyright laws of the United States and international copyright treaties. This Agreement does not give Licensee any rights not expressly granted herein. This Agreement does not constitute a sale of the Product or any portion or copy of it. All rights not granted are reserved for Grayshift.

8. **LIMITATION OF LIABILITY.** UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL GRAYSHIFT OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM USE. GRAYSHIFT'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY LICENSEE FOR THE PRODUCT.

9. **LICENSEE WARRANTIES.** Licensee represents, warrants and covenants to Grayshift that (a) only Authorized Users of Licensee who have obtained any necessary consents and approvals pursuant to applicable laws shall be permitted to use any of the Grayshift Products in connection with any Devices; (b) Licensee and its Authorized Users shall only use the Products and Software in compliance with all applicable laws; and (c) Licensee and its Authorized Users shall only use the Products and Software in accordance with the consents and approvals obtained pursuant to applicable laws.

10. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, GRAYSHIFT PROVIDES THE PRODUCT "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, QUIET ENJOYMENT, INTEGRATION, TITLE, NON-INTERFERENCE AND NON-INFRINGEMENT. FURTHER, GRAYSHIFT DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE PRODUCT OR SOFTWARE WILL BE FREE FROM BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR THAT THE PRODUCT, SOFTWARE OR WRITTEN MATERIALS WILL BE CORRECT, ACCURATE, OR RELIABLE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN

ESSENTIAL PART OF THIS AGREEMENT. SHOULD THE PRODUCT PROVE DEFECTIVE FOLLOWING LICENSE, LICENSEE (AND NOT GRAYSHIFT) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR, EXCEPT AS MAY OTHERWISE BE PROVIDED BY A GRAYSHIFT RESELLER OR SUPPORT PROVIDER.

11. **CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS.** Licensee, Licensees employees or agents who require access in order to perform hereunder and all final users of the Product (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information, as defined below, nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Grayshift's rights therein, at all times exercising the highest duty of care. Further, the Receiving Party shall not attempt to use any Confidential Information to discover, reverse compile, reverse assemble or reverse engineer the Product, including by removal, disassembly or alteration of any of the Product's components, whether internal or external. Receiving Party agrees to restrict access to Grayshift's Confidential Information to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Grayshift.

11.1. For the purposes of this Agreement, "Confidential Information" means any proprietary, trade secret, financial, technical and non-technical information related to Grayshift's business and current, future and proposed products and services and any derivatives therefrom containing, including, referring to, or otherwise reflecting and/or generated from such Confidential Information. Confidential Information includes, without limitation, (i) information concerning the methods of use, internal components, contents, features, functions and solutions of Grayshift's software or product offerings (including the Product and the Software), user manuals (including the Product User's Manual), and the terms and conditions of this Agreement, as updated from time to time; (ii) information related to Grayshift's research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans; and (iii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as "confidential" or "proprietary."

11.2. Confidential Information shall not include any information that is (i) already known to the Receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Receiving Party; (iii) subsequently disclosed to the Receiving Party on a non-confidential basis by a third party not having a confidential relationship with Grayshift that rightfully acquired such information; or (iv) communicated to a

third party by the Receiving Party with Grayshift's express written consent.

**11.3.** A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the Receiving Party promptly notifies Grayshift in writing, if notification is permitted by law, and uses commercially reasonable efforts to assist Grayshift, at Grayshift's expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

**11.4.** The Receiving Party acknowledges and agrees that due to the unique nature of Grayshift's Confidential Information, there can be no adequate remedy at law for any breach of its obligations under this Section 11, that any such breach will cause irreparable and continuing damage to Grayshift and, therefore, that upon any such breach or any threat thereof, Grayshift shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

**12. TERM AND TERMINATION.** This Agreement shall continue until terminated as set forth herein. Notwithstanding the foregoing, the license to any Product is only during the license term applicable to such Product. The license term shall be determined in the Order. Grayshift may also revoke such license and/or terminate this Agreement immediately without refund or reimbursement if Licensee violates any provision of this Agreement. Any termination of this Agreement shall terminate the licenses granted hereunder. All Confidential Information, Products, Software and/or derivatives therefrom delivered pursuant to this Agreement shall be and remain the property of the Grayshift, and upon expiration or termination of this Agreement for any reason, Licensee shall destroy (or return, at Grayshift's election) (i) the Product; (ii) all hardware that contains copies of the Software; (iii) all materials in the possession of Licensee in any medium that contain, refer to, or relate to all other written, printed, or tangible materials containing Confidential Information; and (iv) any derivatives therefrom, and shall so certify to Grayshift that such actions have occurred. No such material shall be retained or used by the Receiving Party in any form or for any reason. Except for the license and except as otherwise expressly provided herein, the terms of this Agreement, including the Confidentiality and Non-Disclosure obligations in Section 11 hereto, shall survive expiration and termination. Notwithstanding any other provision of this Agreement, the obligations of the parties as to Confidential Information shall remain binding in perpetuity until such information no longer

qualifies as Confidential Information or until Grayshift sends the Receiving Party written notice releasing the Receiving Party from its obligations under Section 11 hereto, whichever occurs first.

**13. INDEMNITY.** Licensee shall indemnify, defend, or at its option settle, any third party claim or suit against Grayshift based on a claim: (i) of any breach of this Agreement by Licensee, its affiliates, employees, agents, successors and assigns; and (ii) relating to or based on the activities conducted by Licensee or its Authorized Users, using or that used the Software and Product; and Licensee shall pay any final judgment entered against Grayshift in any such proceeding or agreed to in settlement. Grayshift will notify Licensee in writing of such claim or suit and give all information and assistance reasonably requested by Licensee or such designee.

**14. GOVERNMENT USE.** If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Product or any related documentation is restricted in accordance with the Federal Acquisition Regulation 12.212 for civilian agencies and the Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Product and documentation is a "commercial item", "commercial computer software" and "commercial computer software documentation." The use of the Product and documentation is further restricted in accordance with the terms of this Agreement, or any modifications thereto.

**15. EXPORT CONTROLS.** Licensee shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. Licensee will not export, or allow the export or re-export, of the Product in violation of any such laws, restrictions or regulations.

**16. MISCELLANEOUS.** This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of Grayshift to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Grayshift's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned, sublicensed, or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Grayshift's consent and any action or conduct in violation of the foregoing shall be void and without effect. This Agreement shall be governed by and construed under the laws of the State of Georgia, U.S.A. without regard to the conflicts of laws provisions thereof, and without regard to the United Nations Convention on Contracts

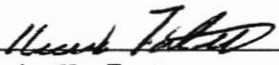
for the International Sale of Goods. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the state and federal courts in Georgia; Licensee hereby

agrees to service of process in accordance with the rules of such court.

GRAYSHIFT

AGENCY: Norman Police Department

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature:   
Name: Kevin W. Foster  
Title: Chief of Police  
Date: September 17, 2021

**File Attachments for Item:**

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-3 FOR CEDAR CREEK RANCH. (LOCATED ON THE EAST SIDE OF 132ND AVENUE S.E. AND APPROXIMATELY ½ MILE SOUTH OF POST OAK ROAD)





## CITY OF NORMAN, OK STAFF REPORT

## Item 12

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**MEETING DATE:** 10/12/2021

**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-2122-3 FOR CEDAR CREEK RANCH. (LOCATED ON THE EAST SIDE OF 132<sup>ND</sup> AVENUE S.E. AND APPROXIMATELY ½ MILE SOUTH OF POST OAK ROAD)

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### BACKGROUND:

This item is Norman Rural Certificate of Survey COS-2122-3 Cedar Creek Ranch is generally located on the east side of 132<sup>nd</sup> Avenue S.E. approximately ½ mile south of Post Oak Road.

Norman Rural Certificate of Survey COS-2122-3 for Cedar Creek Ranch was approved by Planning Commission at its meeting of September 9, 2021.

### DISCUSSION:

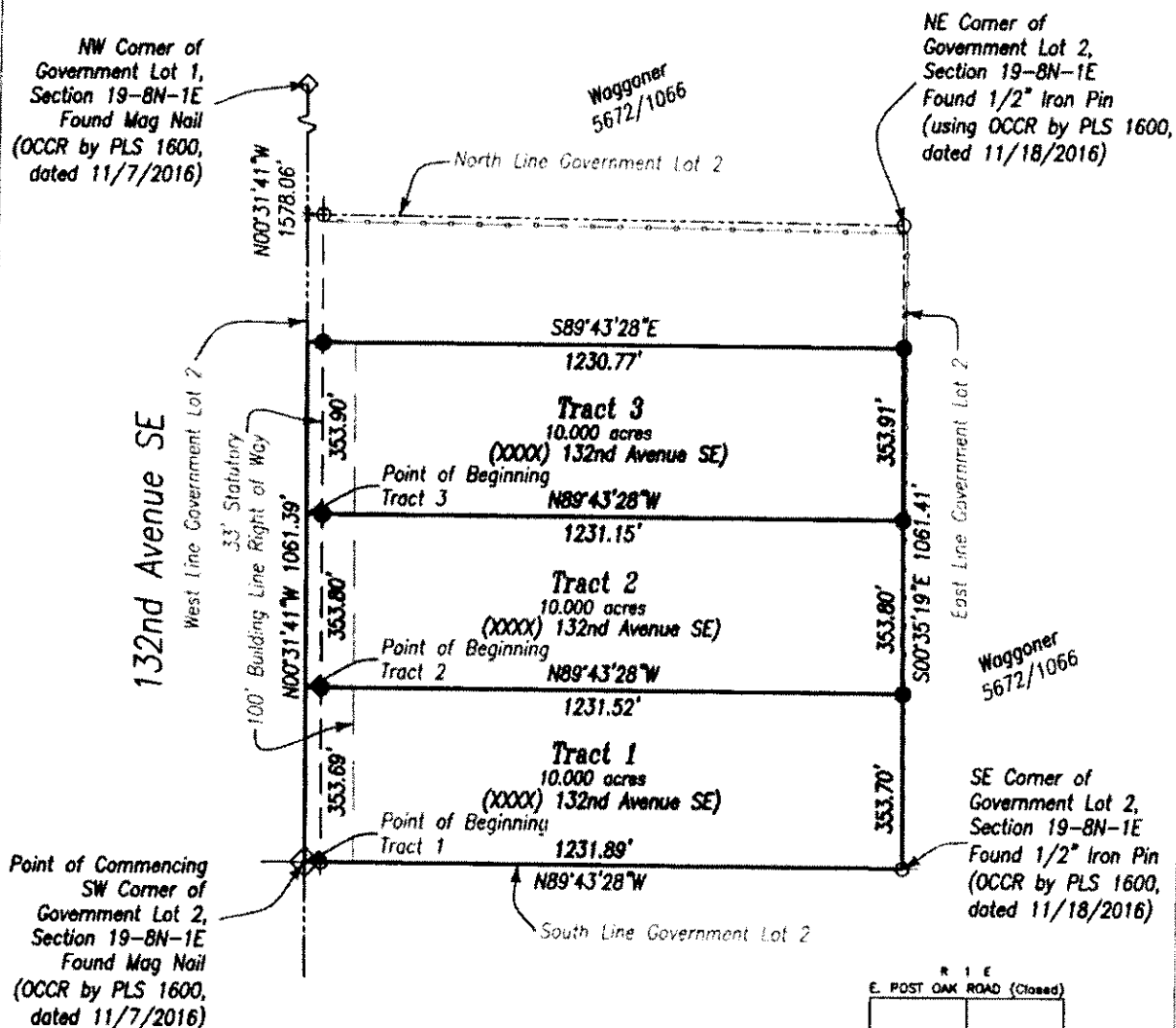
There are a total of three (3) tracts encompassing 30 acres in this certificate of survey. Tracts 1 consist of 10 acres, Tract 2 consists of 10 acres and Tract 3 consists of 10 acres.

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.

### RECOMMENDATION:

Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey COS-2122-3 for Cedar Creek Ranch.

**CEDAR CREEK RANCH**  
**NORMAN RURAL CERTIFICATE OF SURVEY**  
 COS 2021-XX  
 PART OF GOVERNMENT LOT 2,  
 SECTION 19, T8N, R1E, 1M,  
 CITY OF NORMAN,  
 CLEVELAND COUNTY, OKLAHOMA

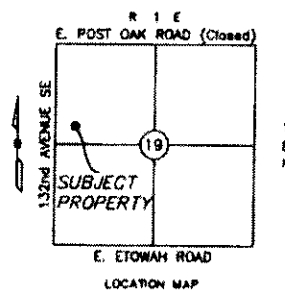


**LEGEND**

- 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 WITH CAP "MACBAX CA 8137"
- ◇ FOUND PLSS MONUMENT
- SECTION LINE
- - - QUARTER SECTION LINE
- - - QUARTER-QUARTER SECTION LINE
- - - 33' STATUTORY RIGHT OF WAY
- FENCE
- BOUNDARY LINE
- - - LOT LINE
- 40' BUILDING LINE



Bearings are Based on the  
 Oklahoma State Plane  
 Coordinate System Grid.

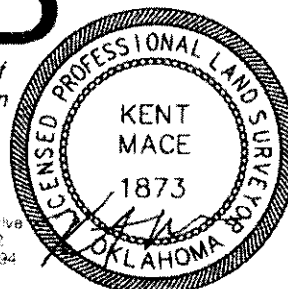


**Tony Waggoner**  
 OWNER/SUBDIVIDER

COS 2021-XX

**MB MacBax Land Surveying, PLLC**

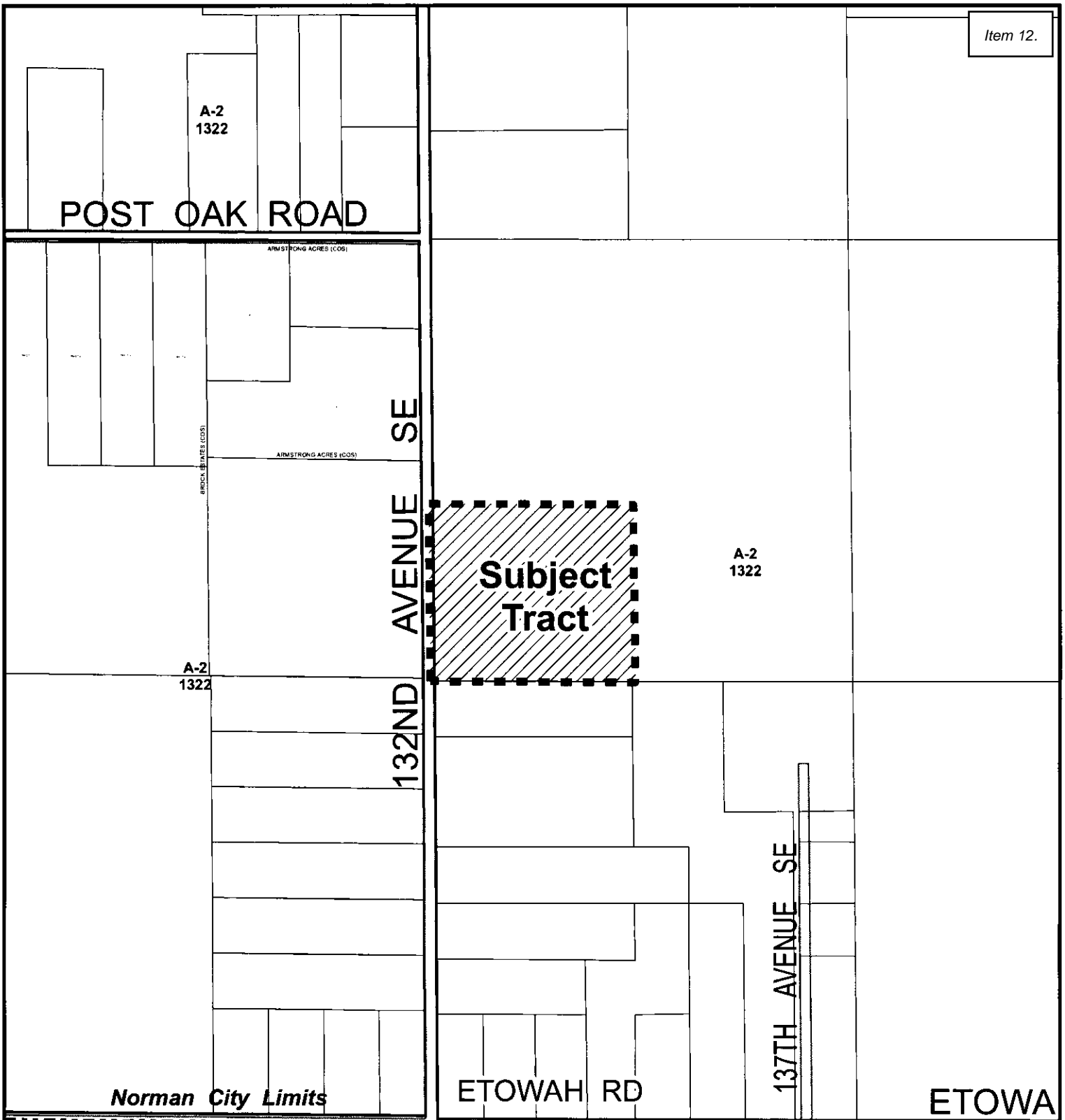
Certificate of  
 Authorization  
 No. 8137



4716 Stonegate Drive  
 Norman, OK 73072  
 Phone 405-872-7534  
 Kent@MBLS.us

**SURVEY FOR**  
 CEDAR CREEK RANCH  
**NORMAN RURAL CERTIFICATE OF SURVEY**  
**DATE** 8/2/2021 **SCALE** 1" = 300'  
**PROJECT NO.** MB-21142 **REVISED** 8/30/21  
 Page 1 of 4

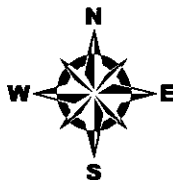
**LOCATION**  
 Part of Government Lot 2  
 Section 19, T8N, R1E, 1M.  
 Cleveland County, Oklahoma



# Location Map




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



August 3, 2021

0 400 800 Ft.

 Subject Tract

 Zoning



Planning Commission Agenda  
September 9, 2021

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CERTIFICATE OF SURVEY  
COS-2122-3

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ITEM NO. 3

**STAFF REPORT**

**ITEM:** Consideration of **NORMAN CERTIFICATE OF SURVEY NO. COS-2122-3 FOR CEDAR CREEK RANCH.**

**LOCATION:** Generally located on the east side of 132<sup>ND</sup> Avenue S.E. approximately ½ mile south of Post Oak Road.

**INFORMATION:**

1. Owners. Tony Waggoner.
2. Developer. Tony Waggoner.
3. Engineer/Surveyor. MacBax Land Surveying, PLLC.

**HISTORY:**

1. October 21, 1961. City Council adopted Ordinance No. 1318 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 septic 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. Easements. No additional roadway, drainage and utility easement is required for 132nd Avenue S.E. With the Comprehensive Transportation Plan, 132nd Avenue S.E. is classified as a rural collector street.

5. Acreage. There is a total of 30 acres. Tract 1 consists of 10 acres, Tract 2 consists of 10 acres and Tract 3 consists of 10.00 acres.

**SUPPLEMENTAL MATERIAL:** Copies of a location map and Norman Rural Certificate of Survey No. COS-2122-3 are included in the Agenda Book.

**STAFF COMMENTS AND RECOMMENDATION:** The proposed three tracts will be used for single-family dwelling structures. Staff recommends approval of Certificate of Survey No. COS-2122-3 for Cedar Creek Ranch.

**ACTION NEEDED:** Recommend approval or disapproval of Certificate of Survey No. COS-2122-3 for Cedar Creek Ranch to City Council.

**ACTION TAKEN:** .....

**NORMAN PLANNING COMMISSION  
REGULAR SESSION MINUTES**

**SEPTEMBER 9, 2021**

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9<sup>th</sup> day of September, 2021.

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

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

\* \* \*

**ROLL CALL**

**MEMBERS PRESENT**

Steven McDaniel  
Erica Bird  
Lark Zink  
Dave Boeck  
Sandy Bahan  
Michael Jablonski

**MEMBERS ABSENT**

Erin Williford  
Nouman Jan

A quorum was present.

**STAFF MEMBERS PRESENT**

Jane Hudson, Director, Planning &  
Community Development  
Lora Hoggatt, Planning Services Manager  
Logan Hubble, Planner I  
Anais Starr, Planner II  
Roné Tromble, Recording Secretary  
Ken Danner, Subdivision Development  
Manager  
Jack Burdett, Subdivision Development  
Coordinator  
Todd McLellan, Development Engineer  
Bryce Holland, Multimedia Specialist  
Beth Muckala, Asst. City Attorney  
Heather Poole, Asst. City Attorney  
Jami Short, Traffic Engineer

\* \* \*

**CONSENT DOCKET**

Item No. 1, being:

**APPROVAL OF THE JULY 8, 2021 PLANNING COMMISSION REGULAR SESSION MINUTES AND THE AUGUST 12, 2021 PLANNING COMMISSION REGULAR SESSION MINUTES**

Item No. 2, being:

**COS-2122-2 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY BRANDON STEPHENS (POLLARD & WHITED SURVEYING, INC.) FOR LITTLE RIVER ESTATES FOR APPROXIMATELY 180.842 ACRES OF PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF CEDAR LANE ROAD (CLOSED) AND 120<sup>TH</sup> AVENUE S.E.**

Item No. 3, being:

**COS-2122-3 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY TONY WAGGONER (KENT MACE, MACBAX) FOR CEDAR CREEK RANCH FOR APPROXIMATELY 30 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE NORTH OF ETOWAH ROAD ON THE EAST SIDE OF 132<sup>ND</sup> AVENUE S.E.**

Item No. 4, being:

**COS-2122-5 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY PRISTINE, L.L.C. (DODSON-THOMPSON-MANSFIELD, P.L.L.C.) FOR THE SPORTING CLUB FOR APPROXIMATELY 74.28 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF W. INDIAN HILLS ROAD BETWEEN 72<sup>ND</sup> AVENUE N.W. AND 60<sup>TH</sup> AVENUE N.W.**

Item No. 5, being:

**PP-2122-2 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY FARZANEH DEVELOPMENT GROUP, L.L.P. (SMC CONSULTING ENGINEERS, P.C.) FOR DESTIN LANDING, A PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 90.68 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF E. CEDAR LANE ROAD AND ¼ MILE WEST OF 36<sup>TH</sup> AVENUE S.E.**

Item No. 6, being:

**SFP-2122-2 – CONSIDERATION OF A SHORT FORM PLAT SUBMITTED BY OKLAHOMA INVESTMENT GROUP (RONALD D. SMITH, L.S.) FOR CINNAMON CREEK ADDITION FOR APPROXIMATELY 5.59 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF E. BROOKS STREET TO THE EAST OF OKLAHOMA AVENUE.**

Item No. 7, being:

**SFP-2122-3 – CONSIDERATION OF A SHORT FORM PLAT SUBMITTED BY OSBORN PROPERTIES, INC. (MACBAX LAND SURVEYING) FOR OSBORN PROPERTIES LOCATED AT 1511 24<sup>TH</sup> AVENUE S.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	Steven McDaniel, Erica Bird, Lark Zink, Dave Boeck, Sandy Bahan, Michael Jablonski
NAYES	None
MEMBERS ABSENT	Erin Williford, Nouman Jan

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

Item No. 3, being:

**COS-2122-3 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY TONY WAGGONER (KENT MACE, MacBAX) FOR CEDAR CREEK RANCH FOR APPROXIMATELY 30 ACRES OF PROPERTY GENERALLY LOCATED 1/2 MILE NORTH OF ETOWAH ROAD ON THE EAST SIDE OF 132<sup>ND</sup> AVENUE S.E.**

**ITEMS SUBMITTED FOR THE RECORD:**

1. Location Map
2. Short Form Plat
3. Staff Report
4. Site Development Plan

This item was adopted as part of the Consent Docket by a vote of 6-0.

\*

**File Attachments for Item:**

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-5 FOR THE SPORTING CLUB AND EASEMENT E-2122-21. (GENERALLY LOCATED ON THE SOUTH SIDE OF INDIAN HILLS ROAD AND ONE-HALF MILE WEST OF 60TH AVENUE N.W.)



## CITY OF NORMAN, OK STAFF REPORT

### Item 13

**MEETING DATE:** 10/12/2021

**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-2122-5 FOR THE SPORTING CLUB AND EASEMENT E-2122-21. (GENERALLY LOCATED ON THE SOUTH SIDE OF INDIAN HILLS ROAD AND ONE-HALF MILE WEST OF 60TH AVENUE N.W.)

#### BACKGROUND:

This item is Norman Rural Certificate of Survey COS-2122-5 for The Sporting Club. The property is located in the A-2, Rural Agricultural District.

Planning Commission, at its meeting of September 9, 2021, recommended to City Council that Norman Rural Certificate of Survey COS-2122-5 for The Sporting Club be approved.

#### DISCUSSION:

The property consist of 74.28 acres and two (2) tracts. At this time, there is no proposal for Tract 1. The proposal for Tract 2 consists of soccer fields, offices, restrooms, concessions, parking lot and possibly in the future an indoor soccer facility.

The property contains flood plain. The parking lot and any proposed structures will require a flood plain permit. The applicant has submitted Flood Plain Permit No. 642 covering soccer fields, parking lot, structures and detention ponds. It was approved by the Flood Plain Permit Committee on September 7, 2021.

This certificate of survey, if approved, will allow one single-family dwelling on the tract. A private individual sanitary sewer system and water well 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 trucks.

A 17' roadway, drainage and utility easement is being dedicated in connection with Indian Hills Road.

#### RECOMMENDATION:

Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-2122-5 and Easement E-2122-21 for The Sporting Club.



72ND AVENUE NW

Norman City Limits

INDIAN HILLS ROAD

Subject Tract

60TH AVENUE NW

Norman City Limits

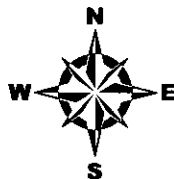
A-2  
1339

A-2  
1339

# Location Map



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

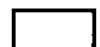


August 3, 2021

0 400 800 Ft.



Subject Tract



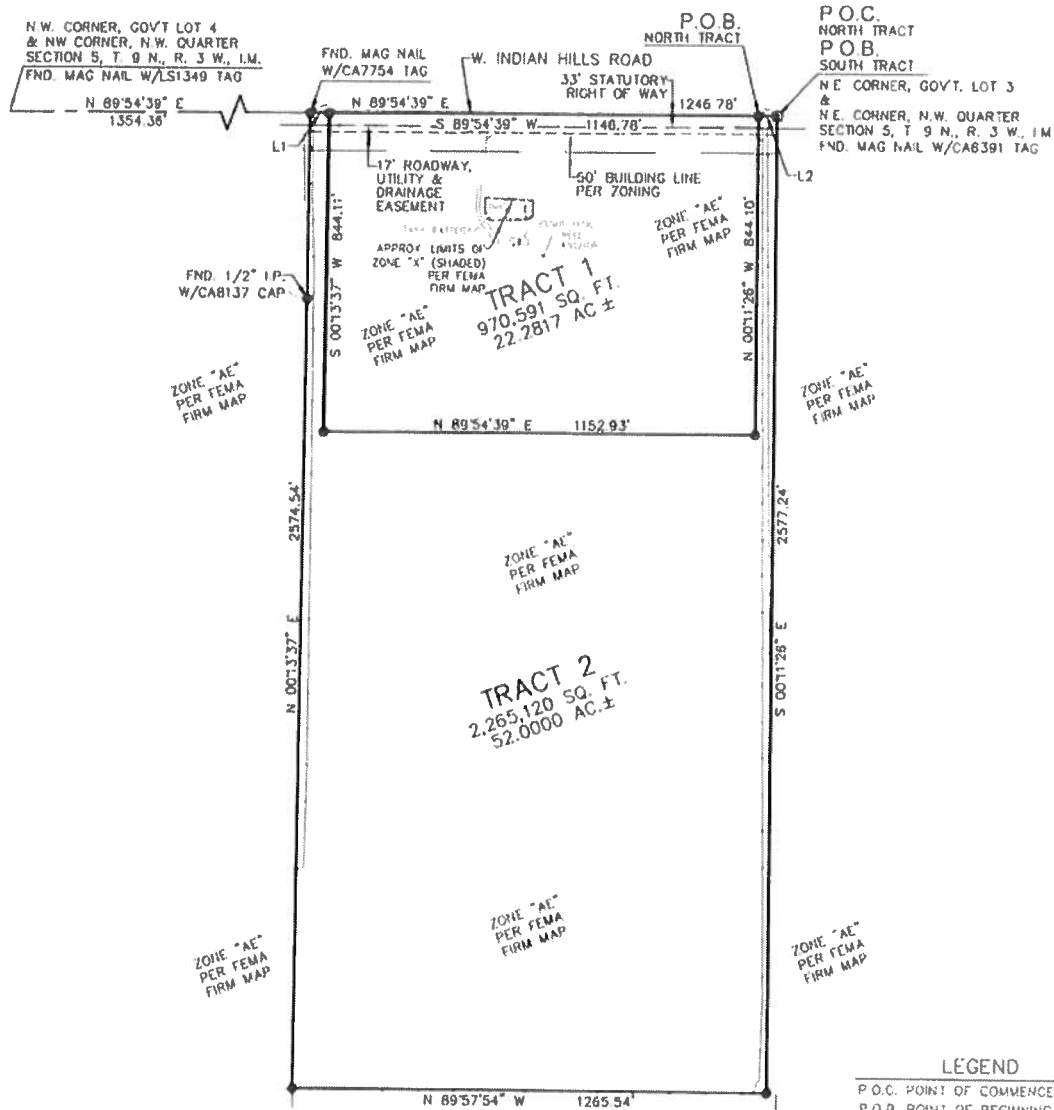
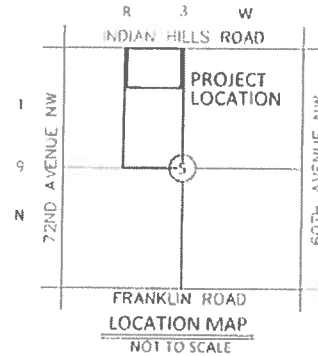
Zoning

# THE SPORTING CLUB

A Norman Rural Certificate of Survey Subdivision  
A Part of the Government Lots 3 & 4  
& the E/2 of the Northwest Quarter  
Section 5, T-9-N, R-3-W, I.M.  
City of Norman, Cleveland County, Oklahoma  
COS-2122-2



SCALE  
1" = 400'



## LEGEND

- P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
○ MONUMENT - FOUND OR SET  
● SECTION/QUARTER CORNER

## MONUMENTATION NOTE

1/2" IRON PIN W/CA6391 CAP  
OR  
MAG NAIL W/CA6391 TAG  
SET AT ALL PROPERTY CORNERS  
UNLESS OTHERWISE NOTED.

Line Table		
Line #	Direction	Length
L1	N 89°54'39" E	50.00
L2	N 89°54'39" E	50.00

## A Norman Rural Certificate of Survey Subdivision

A Part of the Government Lots 3 & 4 & the S/2 of the Northwest Quarter  
Section 5, T-9-N, R-3-W, I.M.  
City of Norman, Cleveland County, Oklahoma



DODSON - THOMPSON - MANSFIELD, PLLC

20 NE 38th Street Phone: 405-601-7402 email: randm@dtm-ok.com  
Oklahoma City, OK 73105 Fax: 405-601-7421

Surveying - Engineering - Earthwork

CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2027

Pristine, LLC  
705 Scotts Bluff  
Norman, Oklahoma 73072

Project No. 13,690  
Date 6-11-2021  
Sheet: 1 of 4

E-2122-21

**GRANT OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT, Pristine, 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 roadway(s), utilities and/or drainage 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 lying in the Northwest Quarter of Section Twenty 5, Township Nine North, Range Three West of the Indian Meridian (NW/4, S5, T9N, R3W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A permanent Right of Way easement that runs parallel to the existing 33' Statutory Right of Way on the south side of Indian Hills Rd. The Point of Commencement (POC) is the Northeast corner of LOT 3, Section 5, T9N, R3W.. From the POC, travel SOUTH on a bearing of S00°11'24.31"E for a distance of 33.00' to the Point of Beginning (POB). From the POB, the easement extends; S00°11'26.00"E for a distance of 17.00-FT, THENCE, S89°54'38.99"W for a distance of 1,247.14-FT, THENCE, N00°13'37.00"E for a distance of 17.00-FT, THENCE, N89°54'39.00"E for a distance of 1,247.02-FT to the Point of Beginning (POB).

Said tract containing 21,200.37 square feet or 0.487 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:

**PUBLIC ROADWAY, DRAINAGE AND UTILITIES**

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

SIGNED and delivered this 4<sup>th</sup> day of October, 2021.

**PRISTINE, LLC,**  
an Oklahoma limited liability company

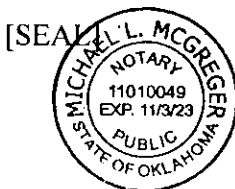
  
Kumar B. Ennamuri, Manager


**REPRESENTATIVE ACKNOWLEDGMENT**

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 4<sup>th</sup> day of October, 2021, personally appeared Kumar B. Ennamuri, Manager of Pristine, LLC, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that they 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: 11-3-2023

## CITY APPROVAL &amp; ACKNOWLEDGMENT

Approved as to form and legality this 5 day of October, 2021.

  
City Attorney

Approved and accepted by the Council of the City of Norman, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

SEAL:

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the identical persons who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth. Witness my hand and official seal the day and year last above written.

[SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

302

Planning Commission Agenda  
September 9, 2021

CERTIFICATE OF SURVEY  
COS-2122-5

ITEM NO. 4

STAFF REPORT

**ITEM:** Consideration of NORMAN CERTIFICATE OF SURVEY NO. COS-2122-5 FOR THE SPORTING CLUB.

**LOCATION:** Generally located on the south side of Indian Hills Road and one-half mile west of 60<sup>th</sup> Avenue N.W.

**INFORMATION:**

1. Owners. Pristine, L.L.C.
2. Developer. Sporting Oklahoma, Inc.
3. Surveyor. Dodson-Thompson-Mansfield, P.L.L.C.
4. Engineer. Garver, L.L.C.

**HISTORY:**

1. October 21, 1961. City Council adopted Ordinance No. 1320 annexing this property into the Norman Corporate City Limits without zoning.
2. December 19, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. January 23, 1962. City Council adopted Ordinance No. 1339 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. At such time as structures are constructed, sanitary systems will be installed in accordance with Oklahoma Department of Environmental Quality standards.
3. Water. Water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

4. Easements. With the Comprehensive Transportation Plan, Indian Hills Road is classified as a Principal Urban Arterial. A 17' roadway, drainage and utility easement will be required.
5. Flood Plain. The property contains flood plain. The parking lot and any proposed structures will require a flood plain permit. The applicant has submitted Flood Plain Permit No. 642 covering soccer fields, parking lot, structures and detention ponds. It is to be considered by the Flood Plain Permit Committee on September 7, 2021.
6. Acreage. There is a total of 74.28 acres. Tract 1 consists of 22.2817 acres and Tract 2 consists of 52 acres.

**SUPPLEMENTAL MATERIAL:** Copies of a location map and Norman Rural Certificate of Survey No. COS-2122-5 are included in the Agenda Book.

**STAFF COMMENTS AND RECOMMENDATION:** It has been determined the proposed project is by right in the A-2, Rural Agricultural District. There is no proposal for Tract 1. Currently an oil well sits on a portion of that property. The proposal for Tract 2 consists of soccer fields, offices, restrooms, concessions, parking lot and indoor soccer complex. Staff recommends approval of Certificate of Survey No. COS-2122-5 for The Sporting Club.

**ACTION NEEDED:** Recommend approval or disapproval of Certificate of Survey No. COS-2122-5 for The Sporting Club to City Council.

**ACTION TAKEN:** \_\_\_\_\_

**NORMAN PLANNING COMMISSION  
REGULAR SESSION MINUTES**

**SEPTEMBER 9, 2021**

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9<sup>th</sup> day of September, 2021.

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

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

\* \* \*

**ROLL CALL**

**MEMBERS PRESENT**

Steven McDaniel  
Erica Bird  
Lark Zink  
Dave Boeck  
Sandy Bahan  
Michael Jablonski

**MEMBERS ABSENT**

Erin Williford  
Nouman Jan

A quorum was present.

**STAFF MEMBERS PRESENT**

Jane Hudson, Director, Planning &  
Community Development  
Lora Hoggatt, Planning Services Manager  
Logan Hubble, Planner I  
Anais Starr, Planner II  
Roné Tromble, Recording Secretary  
Ken Danner, Subdivision Development  
Manager  
Jack Burdett, Subdivision Development  
Coordinator  
Todd McLellan, Development Engineer  
Bryce Holland, Multimedia Specialist  
Beth Muckala, Asst. City Attorney  
Heather Poole, Asst. City Attorney  
Jami Short, Traffic Engineer

\* \* \*



**CONSENT DOCKET**

Item No. 1, being:

**APPROVAL OF THE JULY 8, 2021 PLANNING COMMISSION REGULAR SESSION MINUTES AND THE AUGUST 12, 2021 PLANNING COMMISSION REGULAR SESSION MINUTES**

Item No. 2, being:

**COS-2122-2 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY BRANDON STEPHENS (POLLARD & WHITED SURVEYING, INC.) FOR LITTLE RIVER ESTATES FOR APPROXIMATELY 180.842 ACRES OF PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF CEDAR LANE ROAD (CLOSED) AND 120<sup>TH</sup> AVENUE S.E.**

Item No. 3, being:

**COS-2122-3 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY TONY WAGGONER (KENT MACE, MACBAX) FOR CEDAR CREEK RANCH FOR APPROXIMATELY 30 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE NORTH OF ETOWAH ROAD ON THE EAST SIDE OF 132<sup>ND</sup> AVENUE S.E.**

Item No. 4, being:

**COS-2122-5 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY PRISTINE, L.L.C. (DODSON-THOMPSON-MANSFIELD, P.L.L.C.) FOR THE SPORTING CLUB FOR APPROXIMATELY 74.28 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF W. INDIAN HILLS ROAD BETWEEN 72<sup>ND</sup> AVENUE N.W. AND 60<sup>TH</sup> AVENUE N.W.**

Item No. 5, being:

**PP-2122-2 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY FARZANEH DEVELOPMENT GROUP, L.L.P. (SMC CONSULTING ENGINEERS, P.C.) FOR DESTIN LANDING, A PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 90.68 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF E. CEDAR LANE ROAD AND ¼ MILE WEST OF 36<sup>TH</sup> AVENUE S.E.**

Item No. 6, being:

**SFP-2122-2 – CONSIDERATION OF A SHORT FORM PLAT SUBMITTED BY OKLAHOMA INVESTMENT GROUP (RONALD D. SMITH, L.S.) FOR CINNAMON CREEK ADDITION FOR APPROXIMATELY 5.59 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF E. BROOKS STREET TO THE EAST OF OKLAHOMA AVENUE.**

Item No. 7, being:

**SFP-2122-3 – CONSIDERATION OF A SHORT FORM PLAT SUBMITTED BY OSBORN PROPERTIES, INC. (MACBAX LAND SURVEYING) FOR OSBORN PROPERTIES LOCATED AT 1511 24<sup>TH</sup> AVENUE S.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	Steven McDaniel, Erica Bird, Lark Zink, Dave Boeck, Sandy Bahan, Michael Jablonski
NAYES	None
MEMBERS ABSENT	Erin Williford, Nouman Jan

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

Item No. 4, being:

**COS-2122-5 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY PRISTINE, L.L.C. (DODSON-THOMPSON-MANSFIELD, P.L.L.C.) FOR THE SPORTING CLUB FOR APPROXIMATELY 74.28 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF W. INDIAN HILLS ROAD BETWEEN 72<sup>ND</sup> AVENUE N.W. AND 60<sup>TH</sup> AVENUE N.W.**

**ITEMS SUBMITTED FOR THE RECORD:**

1. Location Map
2. Short Form Plat
3. Staff Report
4. Site Development Plan

This item was adopted as part of the Consent Docket by a vote of 6-0.

\*

**File Attachments for Item:**

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT OF A REPLAT FOR NORMAN REGIONAL HOSPITAL (NRH) MEDICAL PARK ADDITION, SECTION 2, A PLANNED UNIT DEVELOPMENT, ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN, AND PAYMENT OF A TRAFFIC IMPACT FEE OF \$14,385.61. (LOCATED AT THE SOUTHWEST CORNER OF INTERSTATE DRIVE AND TECUMSEH ROAD.)



## CITY OF NORMAN, OK STAFF REPORT

## Item 14

---

**MEETING DATE:** 10/12/2021

**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 A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT OF A REPLAT FOR NORMAN REGIONAL HOSPITAL (NRH) MEDICAL PARK ADDITION, SECTION 2, A PLANNED UNIT DEVELOPMENT, ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN, AND PAYMENT OF A TRAFFIC IMPACT FEE OF \$14,385.61. (LOCATED AT THE SOUTHWEST CORNER OF INTERSTATE DRIVE AND TECUMSEH ROAD.)

---

### BACKGROUND:

This item is a final site development plan and final plat of a Replat for NRH Medical Park Addition, Section 2, a Planned Unit Development located at the southwest corner of the intersection of Interstate Drive and Tecumseh Road. The property consists of 35+ acres and one lot. There is a large common area with greenbelt buffers and detention facility. The proposal is the continuation of medical buildings and parking.

City Council, at its meeting of February 23, 2021, adopted Ordinance No. O-2021-7 amending Ordinance No. O-0910-11 of the PUD, Planned Unit Development. Also, City Council, at its meeting of February 23, 2021, approved the preliminary plat of a Replat for NRH Medical Park Addition, Section 2, a Planned Unit Development.

The Norman Development Committee, on September 30, 2021, approved the program of improvements, final site development plan and final plat and recommended the final site development plan and final plat Replat of NRH Medical Park Addition, Section 2, a Planned Unit Development, be submitted to City Council for consideration.

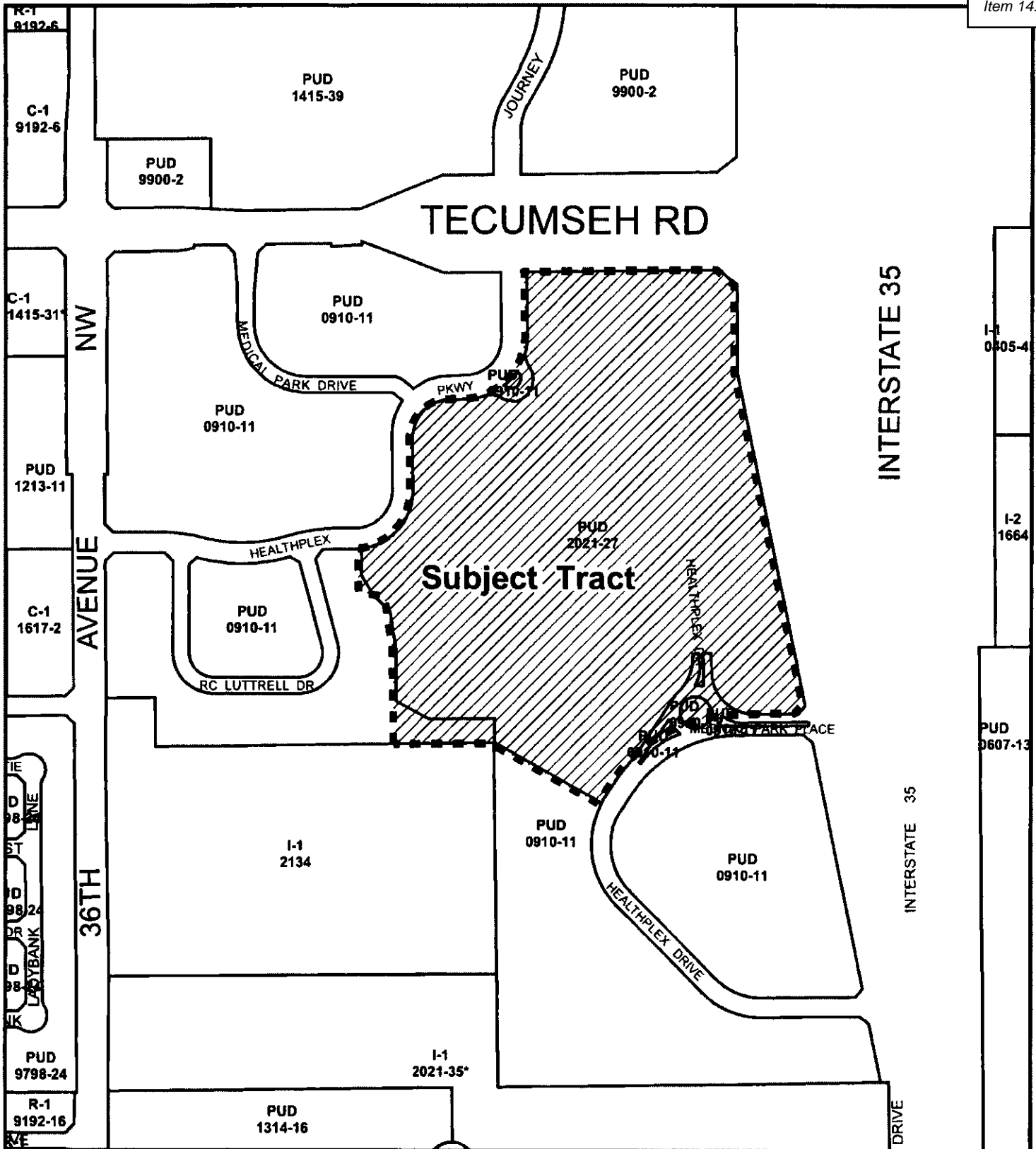
### DISCUSSION:

Construction plans have been reviewed for the required public improvements for this development. These improvements consist of water mains with fire hydrants, sanitary sewer main including lift station for the area that would not gravity flow, storm drainage, street paving and sidewalk improvements. Stormwater runoff will be conveyed to privately maintained detention facility. The owners are proposing sidewalks adjacent to the private street.

A traffic impact fee in the amount of \$14,385.61 will be required to be paid before the final plat is filed of record.

**RECOMMENDATION:**

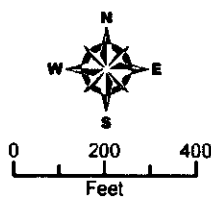
The final plat is consistent with the approved preliminary plat. Based on the above information, staff recommends acceptance of the public dedications, approval of the final site development plan and final plat and filing of the final site development plan and final plat.





# Location Map



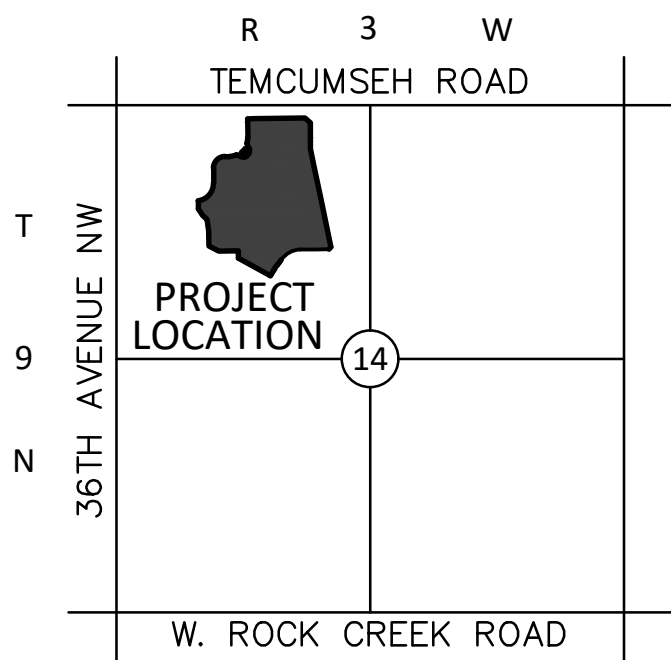
Map Produced by the City of Norman  
Geographic Information System.  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.



August 23, 2021

 Subject Tract  
 Zoning

*FINAL PLAT*  
**A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2**  
A PLANNED UNIT DEVELOPMENT  
BEING A PORTION OF VACATED N.R.H. MEDICAL PARK WEST  
AND A PART OF THE N.E. 1/4, SECTION 14, T9N, R3W I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA



**LOCATION MAP**  
1" = 2000'

**LEGAL DESCRIPTION**

Lots Twenty-seven (27), Twenty-eight (28), Twenty-nine B (29B), Twenty-nine A (29A), Common Areas "A", "B", "C", "D", "E" and "F", Block Two (2) and the right of way for Medical Park Place all as contained on the plat of N.R.H. MEDICAL PARK WEST SECTION 2, a Planned Unit Development being a portion of vacated N.R.H. Medical Park West, recorded in Book 22 of Plats, Page 73 and Lot Twenty-nine D (29D), LOT LINE ADJUSTMENT NO. 1532 (Formerly part of Lot 29A) recorded in Book 5456, Page 543 and a part of the Northwest Quarter (NW/4) of Section 14, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma.

Said described tract of land contains an area of 1,528,173 square feet or 35.0820 acres, more or less.

**KNOW ALL MEN BY THESE PRESENTS:**

That we the undersigned, NORMAN REGIONAL MEDICAL PARK WEST, L.L.C., an Oklahoma Limited Liability Company, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, a subdivision of a part of the Northwest Quarter of Section 14, T. 9 N., R. 3 W., of the Indian Meridian to Norman, Cleveland County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development. NORMAN REGIONAL MEDICAL PARK WEST, L.L.C., an Oklahoma Limited Liability Company, dedicates all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstracter's Certificate.

In Witness Whereof the undersigned have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

NORMAN REGIONAL  
MEDICAL PARK WEST, L.L.C.

Richie L. Splitt, Manager

STATE OF OKLAHOMA s.s.  
COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2021 personally appeared Richie L. Splitt as manager of NORMAN REGIONAL MEDICAL PARK WEST, L.L.C., an Oklahoma Limited Liability Company, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of NORMAN REGIONAL MEDICAL PARK WEST, L.L.C., an Oklahoma Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

**BONDED ABSTRACTER'S CERTIFICATE**

The undersigned, duly qualified abstracter in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, a subdivision of a part of the Northwest Quarter of Section 14, T. 9 N., R. 3 W., of the I.M. to Norman, Cleveland County, Oklahoma appears to be vested in NORMAN REGIONAL MEDICAL PARK WEST, L.L.C., on this \_\_\_\_ day of \_\_\_\_\_, 2021 unencumbered by pending actions, judgments, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

Cleveland County Abstract & Title Company, LLC

**CERTIFICATE OF CITY OF NORMAN DEVELOPMENT COMMITTEE**

I, \_\_\_\_\_, Chairman of the City of Norman Development Committee certify that the public improvement plans and annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, comply with the standards and specifications of the City of Norman on this \_\_\_\_ day of \_\_\_\_\_, 2021.

Development Committee Chairman

**ACCEPTANCE OF DEDICATIONS**

Be it resolved by the City Council of the City of Norman, Oklahoma that the dedications shown on the annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, to Norman, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Norman, Oklahoma this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST: \_\_\_\_\_

CITY CLERK,

MAYOR,

**CERTIFICATE OF CITY CLERK**

I, Brenda Hall, City Clerk of the City of Norman, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatured installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, to the City of Norman, Oklahoma.

Signed by the City Clerk on this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY CLERK, Brenda Hall

**COUNTY TREASURER'S CERTIFICATE**

I, Jim Reynolds, hereby certify that I am the duly elected and acting County Treasurer of Cleveland County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 20\_\_\_\_ and all prior years on the land shown on the annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, an addition to the City of Norman, Cleveland County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes. In witness whereof, said County Treasurer has caused this instrument to be executed at Norman, Oklahoma on this \_\_\_\_ day of \_\_\_\_\_, 2021.

COUNTY TREASURER, Jim Reynolds

**LICENSED PROFESSIONAL LAND SURVEYOR CERTIFICATE**

I, Randall A. Mansfield, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Oklahoma, and that the annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, an addition to the City of Norman, Oklahoma, consisting of four (4) sheets, represents a survey made under my supervision on the \_\_\_\_ day of \_\_\_\_\_, 2021, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

DODSON-THOMPSON-MANSFIELD, PLLC  
20 NE 38th Street  
Oklahoma City, OK 73105  
PH: (405) 601-7402

Randall A. Mansfield, Licensed Professional Land Surveyor No. 1613  
Oklahoma Certificate of Authorization No. 6391  
(LS) Expires June 30, 2022

STATE OF OKLAHOMA s.s.  
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared Randall A. Mansfield to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

NOTE: THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.

Date: Sept. 28, 2021  
SMC Consulting Engineers, P.C.  
815 W. Main Street  
Oklahoma City, OK 73106  
Ph: (405)232-7715  
Oklahoma CA#464 Exp. 6/30/2023

A REPLAT OF N.R.H. MEDICAL PARK WEST  
SECTION 2  
A PLANNED UNIT DEVELOPMENT  
BEING A PORTION OF VACATED N.R.H. MEDICAL  
PARK WEST  
FINAL PLAT SHEET 1 OF 4

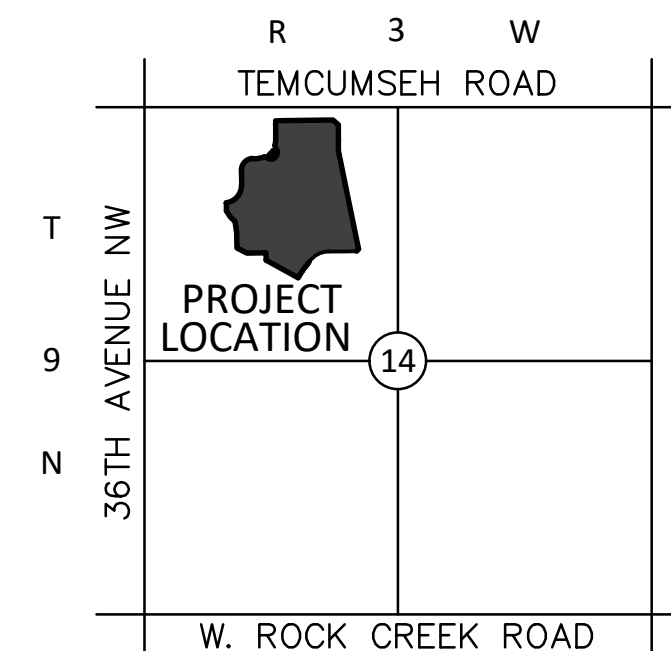
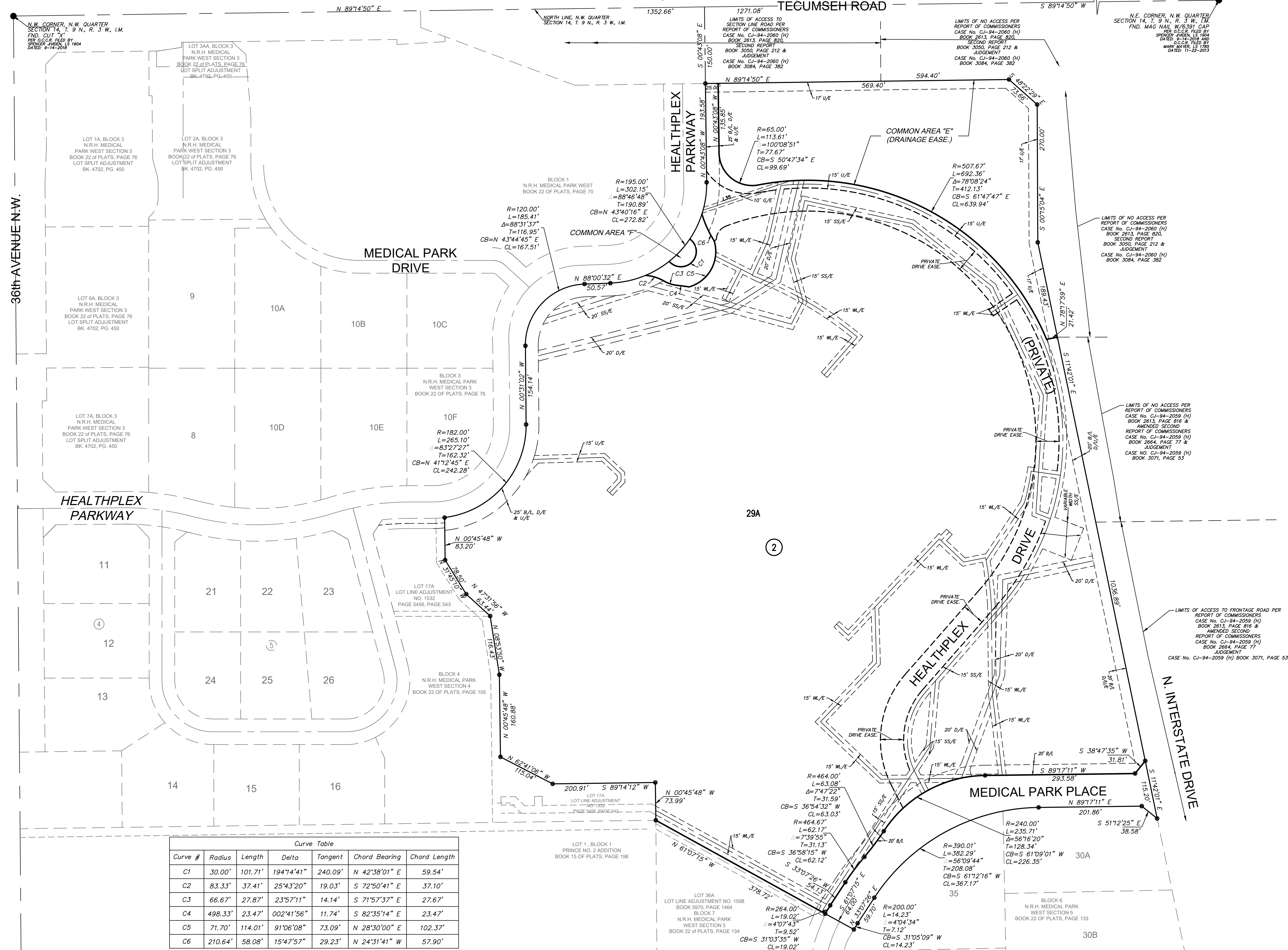


# FINAL PLAT

## A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2

A PLANNED UNIT DEVELOPMENT  
BEING A PORTION OF VACATED N.R.H. MEDICAL PARK WEST  
AND A PART OF THE N.E. 1/4, SECTION 14, T9N, R3W I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA

TECUMSEH ROAD



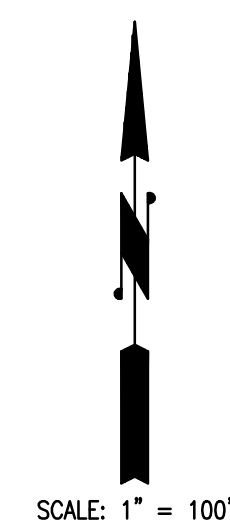
LOCATION MAP  
1" = 2000'

### STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION IN THE REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2. HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

### NOTES:

- ALL IMPROVEMENTS WITHIN UTILITY EASEMENTS MAY BE REMOVED BY THE CITY TO PERFORM MAINTENANCE, AND REPLACEMENT OF SUCH IMPROVEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
- ALL ISLANDS AND/OR MEDIANS WITHIN RIGHTS-OF-WAY AND ALL COMMON AREAS WITHIN THIS DEVELOPMENT WILL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION.
- COMMON AREAS AND PRIVATE DRAINAGE EASEMENTS WILL BE OWNED AND MAINTAINED BY MANDATORY PROPERTY OWNERS' ASSOCIATION.
- UNLESS NOTED OTHERWISE, THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.
- EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED PURSUANT TO THIS FINAL PLAT.
- THE RIGHTS-OF-WAY FOR MEDICAL PARK DRIVE AND NORMAN REGIONAL PARKWAY (NOW KNOWN AS HEALTHPLEX PARKWAY) WERE DEDICATED BY THE PLAT OF N.R.H. MEDICAL PARK WEST, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 20 OF PLATS, PAGE 80, CLEVELAND COUNTY RECORDS, AND ARE NOT A PART OF THIS PLAT.
- HEALTHPLEX DRIVE IS A PRIVATE DRIVE EASEMENT AND WILL BE MAINTAINED BY THE OWNERS OF THE PROPERTY.



TOTAL LOTS = 2 COMMERCIAL LOTS

THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) USING NORTH 89°14'50" EAST AS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN AND AS SHOWN ON THE PLAT OF N.R.H. MEDICAL PARK WEST SECTION 2 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

UNLESS OTHERWISE STATED ALL PROPERTY CORNERS ARE 1/2" IRON PINS WITH C6391 CAPS OR MAG NAILS WITH C6391 TAGS.

D/U/E = DRAINAGE & UTILITY EASEMENT  
SS/E = SANITARY SEWER EASEMENT  
D/E = DRAINAGE EASEMENT  
PED/E = PEDESTRIAN EASEMENT  
LNA = LIMITS OF NO ACCESS  
U/E = UTILITY EASEMENT  
WL/E = PUBLIC WATER LINE EASEMENT  
B/L = BUILDING LINE  
G/E = GAS EASEMENT  
-1000- = ADDRESS

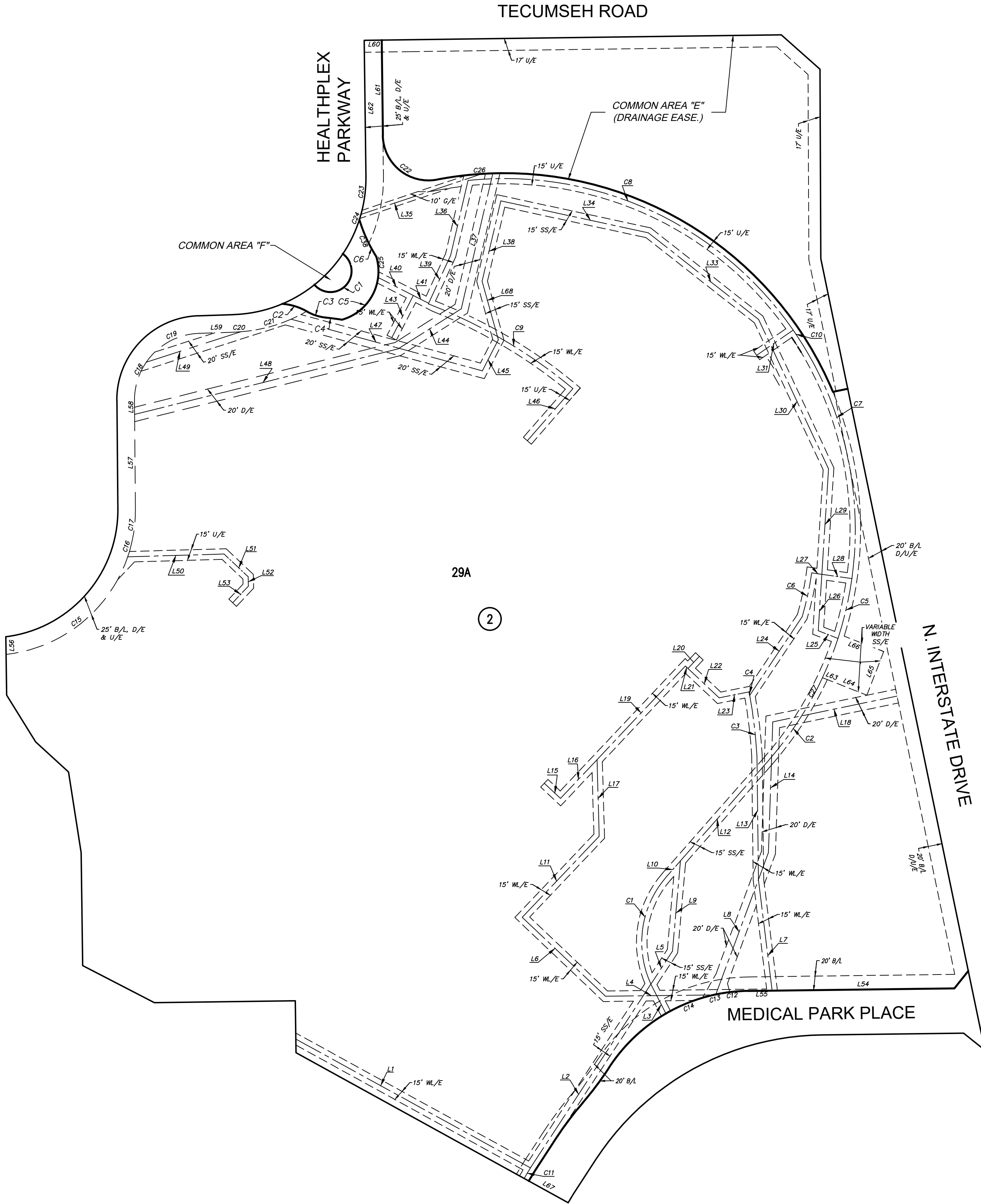
Date: Sept. 28, 2021  
SMC Consulting Engineers, P.C.  
815 W. Main Street  
Oklahoma City, OK 73106  
Ph: (405)232-7715  
Oklahoma CA#464 Exp. 6/30/2023

A REPLAT OF N.R.H. MEDICAL PARK WEST  
SECTION 2  
A PLANNED UNIT DEVELOPMENT  
BEING A PORTION OF VACATED N.R.H. MEDICAL  
PARK WEST  
FINAL PLAT SHEET 2 OF 4

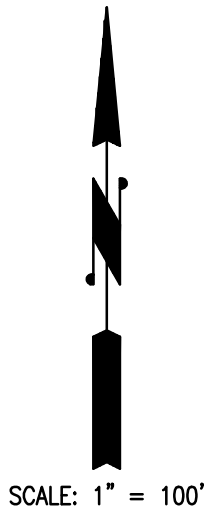


FINAL PLAT  
A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2  
A PLANNED UNIT DEVELOPMENT  
BEING A PORTION OF VACATED N.R.H. MEDICAL PARK WEST  
AND A PART OF THE N.E. 1/4, SECTION 14, T9N, R3W I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA

Utility Easements Line Table		
Line #	Direction	Length
L1	N 61°12'54" W	381.39
L2	N 33°14'49" E	313.22
L3	S 27°10'00" E	47.22
L4	S 89°17'11" W	154.94
L5	N 33°14'49" E	56.36
L6	N 46°28'31" W	163.49
L7	N 07°03'13" W	158.79
L8	N 20°20'43" E	215.69
L9	N 05°01'00" E	129.25
L10	N 41°16'34" E	30.25
L11	N 43°31'29" E	159.24
L12	N 41°16'34" E	189.34
L13	S 00°41'38" E	177.40
L14	S 01°52'46" W	186.52
L15	S 46°39'34" E	31.50
L16	N 43°20'26" E	75.94
L17	N 01°39'34" W	109.19
L18	N 78°17'59" E	180.92
L19	N 43°20'26" E	183.55
L20	N 46°39'34" W	5.00
L21	N 43°20'26" E	23.66
L22	N 46°39'34" W	61.04
L23	N 78°42'49" E	43.55
L24	N 33°42'49" E	134.70
L25	N 68°47'44" W	30.22
L26	N 03°38'44" E	80.56
L27	S 81°57'19" E	14.58
L28	S 81°57'19" E	43.26
L29	N 03°38'44" E	150.65
L30	N 25°04'21" W	235.02
L31	S 29°16'34" E	17.50
L33	S 51°50'10" E	200.00
L34	N 77°49'08" W	214.99
L35	S 71°26'51" W	181.05
L36	N 13°07'14" E	109.70
L37	N 13°07'14" E	198.06
L38	N 13°07'15" E	117.46
L39	S 24°35'13" W	75.22
L40	S 62°51'42" E	56.47
L41	S 62°51'42" E	24.48
L42	S 24°35'13" W	0.95
L43	N 27°08'18" E	67.50
L44	N 57°33'46" E	106.79
L45	N 27°03'14" E	49.94
L46	N 41°08'54" E	98.78
L47	N 74°53'23" W	282.27
L48	N 76°02'20" E	386.73
L49	S 72°10'29" W	141.90
L50	N 88°21'56" E	137.38
L51	N 46°38'04" W	47.08
L52	N 01°38'04" W	13.38
L53	S 43°21'56" W	32.55
L54	N 89°17'11" E	259.64
L55	S 89°17'11" W	33.94
L56	N 00°45'48" W	25.14
L57	N 00°31'02" W	134.42
L58	N 00°31'02" W	19.73
L59	N 88°00'32" E	50.57
L60	N 89°16'53" E	25.00
L61	S 00°43'08" E	135.85
L62	N 00°43'08" W	193.58
L63	N 68°30'28" W	7.51
L64	N 68°30'28" W	60.43
L65	S 21°12'16" W	66.68
L66	S 68°47'44" E	60.45
L67	S 61°07'54" E	71.50
L68	N 15°29'51" W	86.46



Utility Easements Curve Table					
Curve #	Radius	Length	Delta	Tangent	Chord Bearing
C1	141.83'	163.56'	66°04'24"	92.23'	S 8°14'39" W
C2	500.17'	202.45'	23°11'27"	102.63'	N 29°40'50" E
C3	735.16'	86.63'	06°45'06"	43.36'	N 6°49'52" W
C4	735.16'	5.08'	00°23'45"	2.54'	N 10°24'17" W
C5	500.17'	87.65'	10°02'26"	43.94'	N 13°03'54" E
C6	442.33'	64.00'	08°17'22"	32.05'	N 12°11'22" E
C7	500.17'	331.45'	37°58'07"	172.07'	N 10°56'23" W
C8	500.17'	576.16'	66°00'03"	324.82'	N 62°55'27" W
C9	731.33'	239.49'	18°45'46"	120.83'	N 59°40'27" W
C10	500.17'	41.00'	04°41'47"	20.51'	N 32°16'19" W
C11	271.50'	17.47'	03°41'09"	8.74'	S 30°50'34" W
C12	240.00'	46.69'	11°08'51"	23.42'	S 83°42'46" W
C13	240.00'	2.38'	00°34'06"	1.19'	S 77°51'17" W
C14	240.00'	74.01'	17°40'04"	37.30'	S 68°44'12" W
C15	207.00'	234.55'	64°55'17"	131.67'	N 51°14'31" E
C16	207.00'	19.33'	05°20'57"	9.67'	N 16°06'24" E
C17	207.00'	50.40'	13°56'58"	25.32'	N 6°27'27" E
C18	95.00'	58.04'	35°00'25"	29.96'	S 16°59'11" W
C19	95.00'	88.74'	53°31'08"	47.90'	S 61°14'57" W
C20	220.00'	9.56'	02°29'24"	4.78'	N 86°48'58" E
C21	220.00'	73.97'	19°15'50"	37.34'	N 75°56'21" E
C22	65.00'	113.61'	100°08'51"	77.67'	S 50°47'34" E
C23	195.00'	55.17'	16°12'37"	27.77'	N 72°31'11" E
C24	195.00'	7.79'	02°17'19"	3.89'	N 16°38'09" E
C25	71.70'	30.02'	23°59'31"	15.24'	N 50°3'18" W
C26	507.67'	79.87'	09°00'51"	40.02'	S 83°38'26" W
C27	500.17'	142.19'	16°17'17"	71.58'	N 33°07'55" E
C38	210.64'	58.08'	15°47'57"	29.23'	S 24°31'41" E

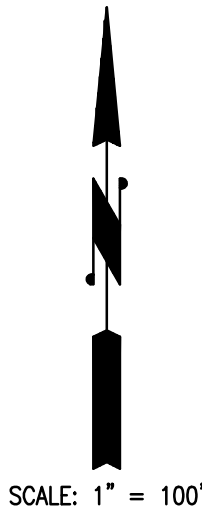


Date: Sept. 28, 2021  
SMC Consulting Engineers, P.C.  
815 W. Main Street  
Oklahoma City, OK 73106  
Ph.: (405)232-7715  
Oklahoma CA#464 Exp. 6/30/2023

FINAL PLAT  
A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2  
A PLANNED UNIT DEVELOPMENT  
BEING A PORTION OF VACATED N.R.H. MEDICAL PARK WEST  
AND A PART OF THE N.E. 1/4, SECTION 14, T9N, R3W I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA

Healthplex Drive Line Table		
Line #	Direction	Length
L68	N 00°43'08" W	171.88
L69	S 57°34'20" W	4.68
L70	N 41°16'34" E	219.59
L71	S 41°16'34" W	219.57
L72	S 89°17'11" W	293.58
L73	S 38°47'35" W	31.81

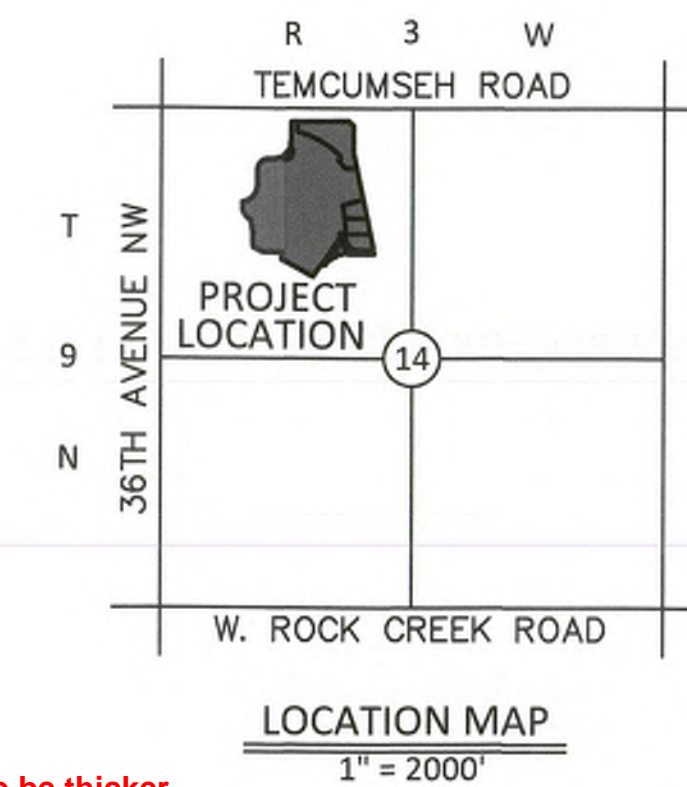
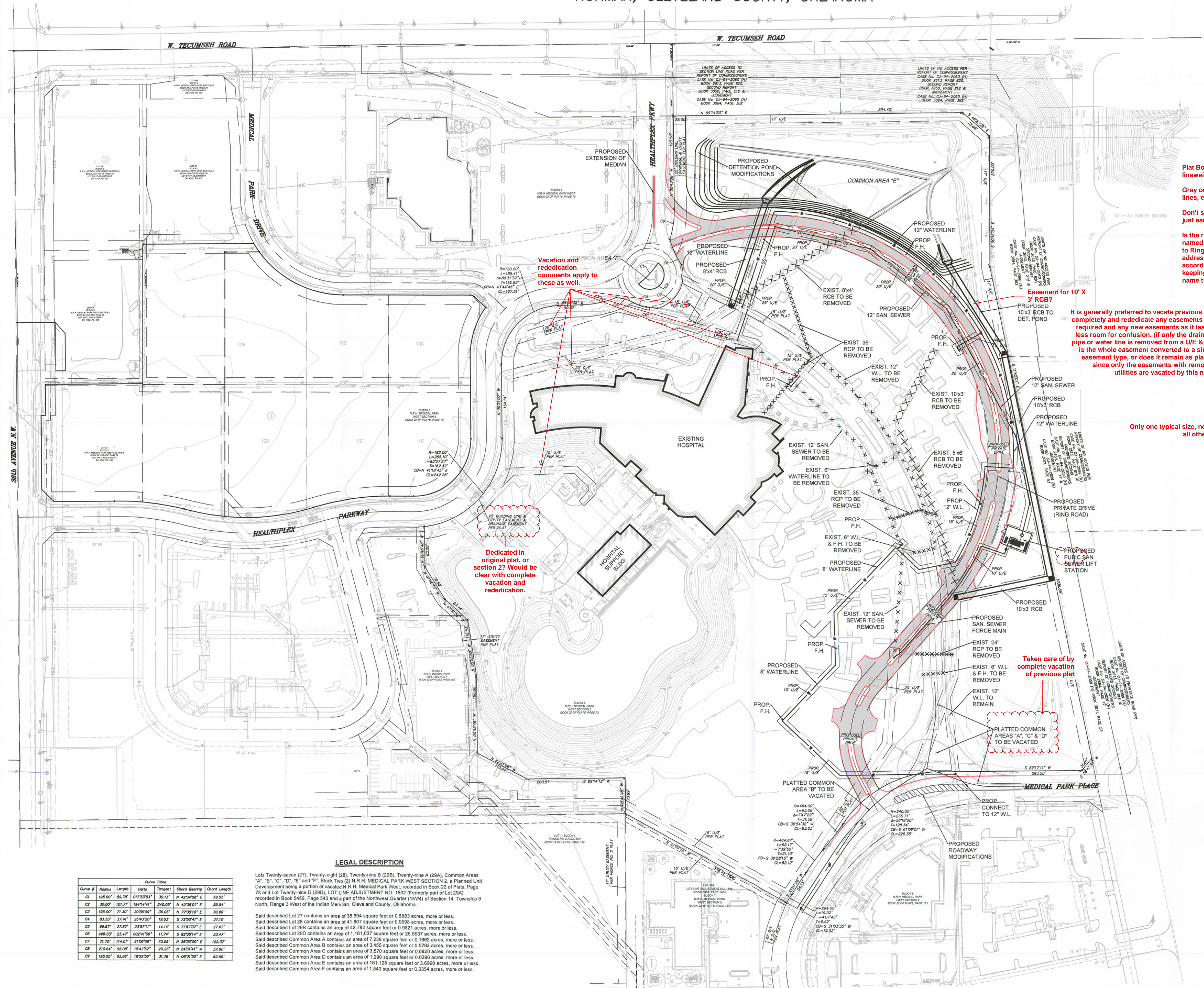
Healthplex Drive Curve Table					
Curve #	Radius	Length	Delta	Tangent	Chord Bearing
C28	195.00'	62.96'	18°29'56"	31.76'	N 8°31'50" E
C29	29.33'	34.43'	67°16'29"	19.51'	S 35°26'52" W
C30	99.33'	116.62'	67°16'01"	66.08'	S 67°34'40" E
C31	447.33'	1188.23'	152°11'34"	1807.09'	N 34°49'13" W
C32	492.67'	1225.21'	142°29'14"	1450.83'	N 29°58'03" W
C33	194.67'	232.56'	68°26'52"	132.42'	S 70°3'25" W
C34	149.33'	178.40'	68°26'52"	101.58'	S 70°3'25" W
C35	240.00'	46.14'	11°00'58"	23.14'	S 52°36'01" W
C36	240.00'	130.60'	31°10'41"	66.96'	S 73°41'50" W
C37	210.64'	58.08'	15°47'57"	29.23'	S 24°31'41" E



Date: Sept. 28, 2021  
SMC Consulting Engineers, P.C.  
815 W. Main Street  
Oklahoma City, OK 73106  
Ph.: (405)232-7715  
Oklahoma CA#464 Exp. 6/30/2023



PRELIMINARY PLAT  
**A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2**  
 A PLANNED UNIT DEVELOPMENT  
 A PART OF THE N.W. 1/4, SECTION 14, T9N, R3W, I.M.  
 NORMAN, CLEVELAND COUNTY, OKLAHOMA



Plat Boundary needs to be thicker line weight

Gray out any other plat's info (lot lines, easements, etc. not in section 2)

Don't show proposed private road, just easement for it.

Is the relocated private street still named Healthplex Drive, or renamed to Ring Road? If renamed, then addresses will need to be changed accordingly. There is not an option of keeping an address with a street name that doesn't exist.

- NOTES:**
1. ALL PLATTED EASEMENTS ASSOCIATED WITH PUBLIC AND PRIVATE UTILITIES TO BE REMOVED AS INDICATED HEREON SHALL BE VACATED.
  2. FIRE HYDRANTS WILL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
  3. ALL SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
  4. REFER TO DRAINAGE REPORT FOR SPECIFIC DATA.
  5. ALL PROPOSED SANITARY LINES ARE 12-INCH EXCEPT AS NOTED.
  6. ALL PROPOSED WATERLINES ARE 8- AND 12-INCH EXCEPT AS NOTED.
  7. ALL ISLANDS AND/OR MEDIAN WITHIN RIGHTS-OF-WAY AND ALL COMMON AREAS WITHIN THIS DEVELOPMENT WILL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION.
  8. EXISTING ZONING IS PUD.

Only one typical size, note all others

**STORM DRAINAGE DETENTION FACILITY EASEMENT**

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION IN THE REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2. HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

**LEGEND**

BL	BUILDING SETBACK LINE
LS	LANDSCAPE
SS/E	UTILITY EASEMENT
SS/S	SANITARY SEWER EASEMENT
W/L	WATER LINE EASEMENT
D/E	DRAINAGE EASEMENT
S.S.	SANITARY SEWER
W.L.	WATER LINE
F.H.	FIRE HYDRANT

**OWNER / DEVELOPER**

NORMAN REGIONAL HOSPITAL AUTHORITY  
 an Oklahoma public trust d/b/a  
 NORMAN REGIONAL HEALTH SYSTEM ("NRHS")  
 NORMAN, OKLAHOMA

**PREPARED BY**

SMC CONSULTING ENGINEERS, P.C.  
 815 W. MAIN ST.  
 OKLAHOMA CITY, OKLAHOMA 73106  
 (405) 232-7715

**LEGAL DESCRIPTION**

Lots Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Twenty-nine A (29A), Common Areas "A", "B", "C", "D", "E" and "F", Block Two (2) N.R.H. Medical Park West Section 2, a Planned Unit Development being a portion of vacated N.R.H. Medical Park West, recorded in Book 22 of Plats, Page 73 and Lot Twenty-nine D (29D), LOT LINE ADJUSTMENT NO. 1532 (Formerly part of Lot 28A) recorded in Book 5456, Page 543 and a part of the Northwest Quarter (NW1/4) of Section 14, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma.

Said described Lot 27 contains an area of 38,804 square feet or 0.8883 acres, more or less.  
 Said described Lot 28 contains an area of 41,807 square feet or 0.9588 acres, more or less.  
 Said described Lot 29 contains an area of 42,782 square feet or 0.9821 acres, more or less.  
 Said described Lot 29D contains an area of 1,161,037 square feet or 26.6537 acres, more or less.  
 Said described Common Area A contains an area of 7,238 square feet or 0.1662 acres, more or less.  
 Said described Common Area B contains an area of 3,455 square feet or 0.0793 acres, more or less.  
 Said described Common Area C contains an area of 3,570 square feet or 0.0820 acres, more or less.  
 Said described Common Area D contains an area of 1,290 square feet or 0.0295 acres, more or less.  
 Said described Common Area E contains an area of 161,128 square feet or 3.6990 acres, more or less.  
 Said described Common Area F contains an area of 1,543 square feet or 0.0354 acres, more or less.

Curve #	Radius	Length	Delta	Tangent	Chord Bearing	Chord Length
C1	185.00'	18.76'	07°33'51"	30.12'	N 42°34'10" E	38.55'
C2	30.00'	101.71'	184°14'41"	240.00'	N 42°30'01" E	59.54'
C3	185.00'	71.30'	20°56'59"	36.05'	N 77°38'10" E	70.90'
C4	83.33'	37.41'	25°43'30"	19.03'	S 72°50'41" E	37.10'
C5	86.67'	27.87'	23°57'11"	14.14'	S 71°57'31" E	27.67'
C6	498.33'	33.47'	02°41'58"	11.74'	S 82°35'14" E	23.47'
C7	76.70'	114.00'	01°06'08"	73.00'	N 25°50'00" E	160.37'
C8	210.64'	68.08'	12°47'32"	29.23'	N 24°35'41" W	57.90'
C9	185.00'	62.98'	18°29'36"	31.76'	N 08°31'50" E	62.89'

SCALE: 1" = 80'

NOV 25 2020

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NOT VALID FOR CONSTRUCTION

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

UNLESS SHOWN IN THIS BLOCK

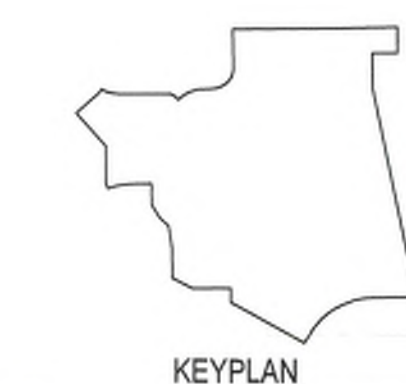
**A REPLAT OF N.R.H. MEDICAL  
PARK WEST SECTION 2  
A PLANNED UNIT DEVELOPMENT  
W. TECUMSEH ROAD &  
HEALTHPLEX PARKWAY  
NORMAN, OKLAHOMA**

**SMC**  
 SMC Consulting Engineers, P.C.  
 815 W. MAIN ST.  
 OKLAHOMA CITY, OKLAHOMA 73106  
 (405) 232-7715  
 www.smc-engineers.com  
 PROJECT NO.: 6382.00  
 DATE: 11/24/2020  
 SCALE: 1"=80'  
 DRAWN BY: MDS  
 ENGINEER: TORRENCE L. HAYNES  
 P.E. NUMBER: 18620

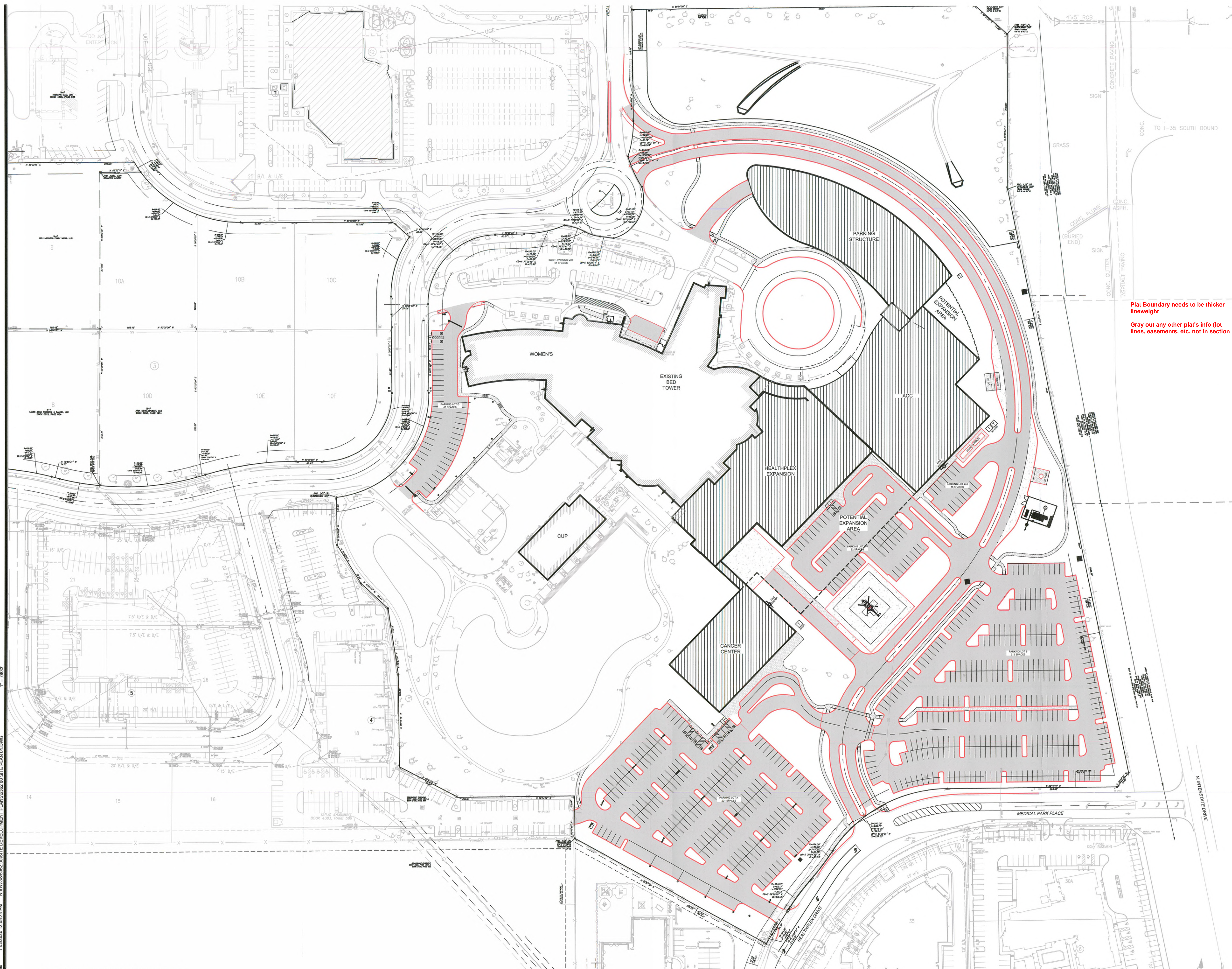
**PRELIMINARY PLAT**

SHEET NO.  
1



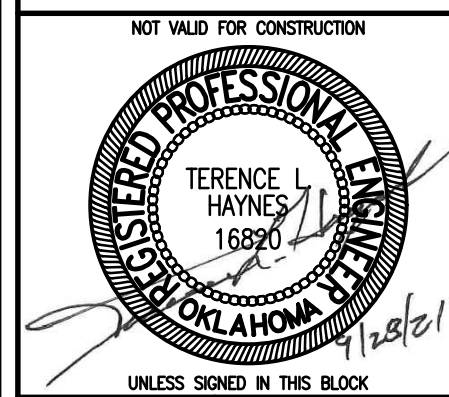
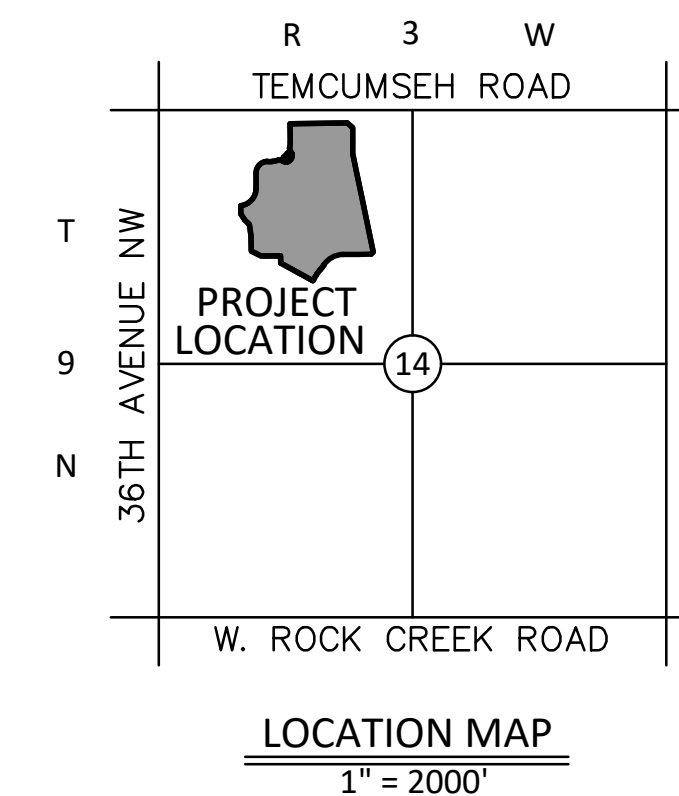
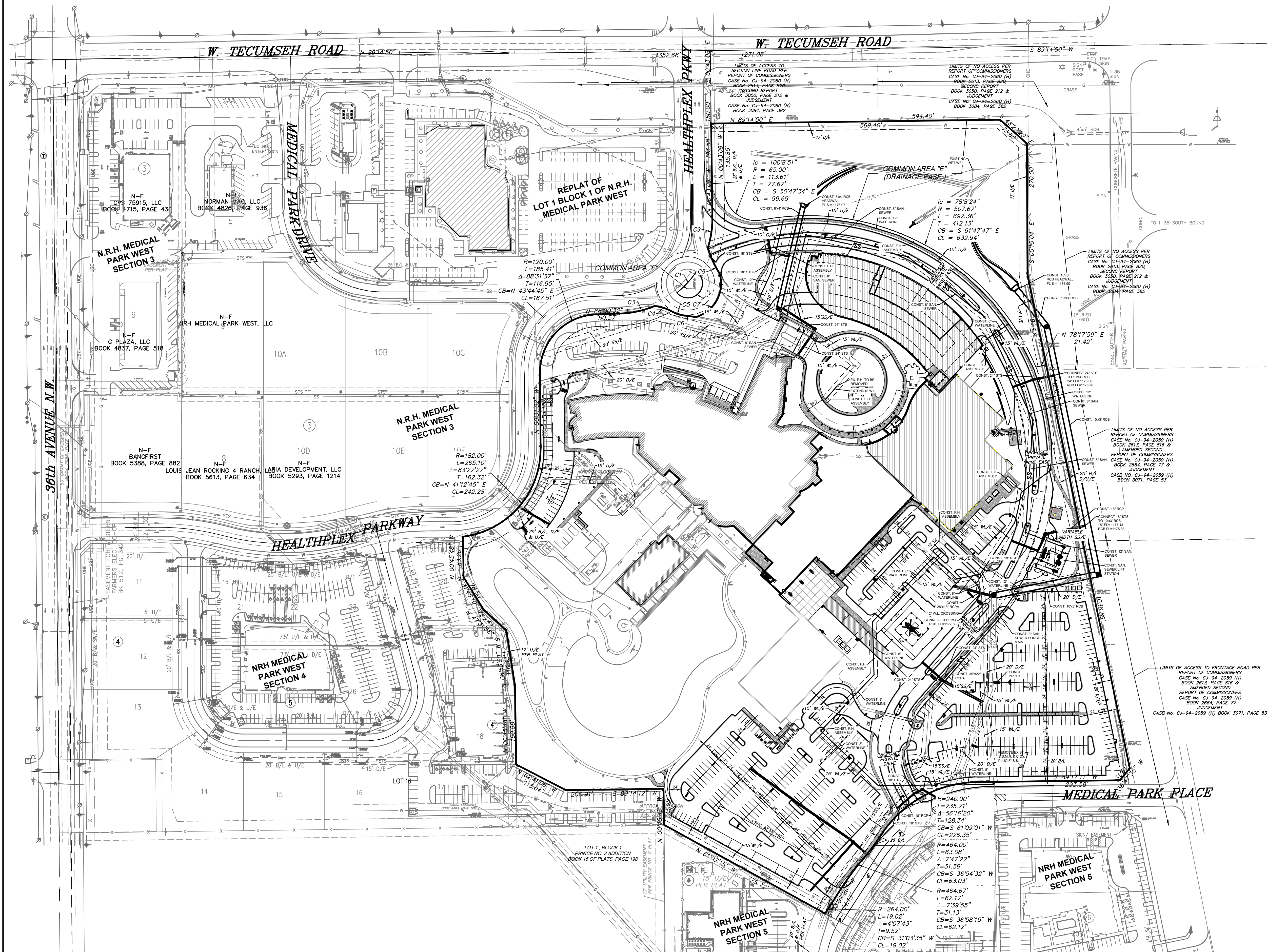


DATE: November 2, 2020





FINAL SITE DEVELOPMENT PLAN  
A REPLAT OF NRH MEDICAL PARK WEST SECTION 2  
A PLANNED UNIT DEVELOPMENT  
A PART OF THE N.W./4, SEC. 14, T9N, R3W, I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA



A REPLAT OF N.R.H. MEDICAL  
PARK WEST SECTION 2

TECUMSEH ROAD & HEALTHPLEX PARKWAY  
NORMAN, OKLAHOMA

**SMC**  
Consulting Engineers, P.C.  
605-232-7715  
402-232-7715  
www.smcok.com

PROJECT NO.: 6362.00  
DATE: AUGUST 20, 2021  
SCALE: 1" = 100'  
DRAWN BY: RMC  
ENGINEER: TERENCE L. HAYNES  
P.E. NUMBER: 16820

FINAL SITE  
DEVELOPMENT PLAN

SHEET NO.  
1

Curve Table					
Curve #	Radius	Length	Delta	Tangent	Chord Bearing
C1	195.00'	59.78'	01°33'53"	30.13'	N 42°34'08" E 59.55'
C2	30.00'	101.71'	194°14'41"	240.09'	N 42°38'01" E 59.54'
C3	195.00'	71.30'	20°56'39"	36.05'	N 77°35'10" E 70.90'
C4	63.33'	37.41'	25°43'20"	18.03'	S 72°50'41" E 37.10'
C5	66.67'	27.87'	23°57'11"	14.14'	S 71°57'37" E 27.67'
C6	498.33'	23.47'	002°41'56"	11.74'	S 82°35'14" E 23.47'
C7	71.70'	114.01'	91°08'08"	73.09'	N 26°30'00" E 102.37'
C8	210.64'	58.08'	15°47'57"	28.23'	N 24°31'41" W 57.90'
C9	195.00'	62.96'	18°29'56"	31.76'	N 08°31'50" E 62.69'



**DEVELOPMENT COMMITTEE**

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**FINAL PLAT**  
**FP-2122-3****DATE:**  
**September 30, 2021**

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**STAFF REPORT**

**ITEM:** Consideration of a final plat for **REPLAT OF NRH MEDICAL PARK WEST ADDITION, SECTION 2, A PLANNED UNIT DEVELOPMENT.**

**LOCATION:** Generally located at the southwest corner of West Tecumseh Road and Interstate Drive.

**INFORMATION:**

1. Owner. Norman Regional Hospital Authority.
1. Developer. Norman Regional Hospital Authority.
2. Engineer. SMC Consulting Engineers, PC.

**HISTORY:**

1. October 18, 1961. City Council adopted Ordinance No. 1313 annexing this property into the Norman Corporate City limits without zoning.
2. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in the A-2, Rural Agricultural District.
3. November 14, 1968. Planning Commission, on a vote of 9-0, tabled a request to place a portion of this property in the I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.
4. December 12, 1968. Planning Commission, on a vote of 8-0-1, recommended to City Council that a portion of this property be placed in I-1, Light Industrial District and removed from A-2, Rural Agricultural District.
5. January 7, 1969. City Council adopted Ordinance No. 2134 placing a portion of this property in the I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.
6. September 2, 1999. The Norman Board of Parks Commissioners, on a vote of 6-0, approved private parkland.

**HISTORY (CONT.)**

7. September 9, 1999. Planning Commission, on a vote of 8-0, recommended to City Council that this property be placed in the PUD, Planned Unit Development and removed from A-2, Rural Agricultural District and I-1, Light Industrial District.
8. September 9, 1999. Planning Commission, on a vote of 8-0, approved the preliminary plat for NIDC Addition, a Planned Unit Development.
9. October 26, 1999. City Council adopted Ordinance No. O-9900-3 placing this property in the PUD, Planned Unit Development and removing it from A-2, Rural Agricultural District and I-1, Light Industrial District.
10. February 3, 2000. The Norman Board of Parks Commissioners, on a vote of 8-0, approved private parkland and fee in lieu of parkland.
11. February 10, 2000. Planning Commission, on a vote of 8-0, recommended amending the Planned Unit Development adopted by Ordinance No. O-9900-3.
12. March 14 2000. City Council adopted Ordinance No. O-9900-33 amending the Planned Unit Development adopted by Ordinance No. O-9900-3.
13. October 12, 2000. Planning Commission, on a vote of 9-0, recommended amending the development restrictions within the PUD adding "Hospital Use" to several previously approved tracts.
14. October 12, 2000. Planning Commission, on a vote of 9-0, approved the revised preliminary plat for NIDC Addition.
15. November 28, 2000. City Council adopted Ordinance No. O-0001-13 amending the development restrictions within the PUD adding "Hospital Use" to several previously approved tracts.
16. April 13, 2006. Planning Commission on a vote of 9-0, recommended to City Council the amendment of the NORMAN 2025 Land Use and Transportation Plan from Multi-Family, Office, Industrial and Commercial Designation to Office, Commercial and Institutional/Hospital Designations.
17. April 13, 2006. Planning Commission, on a vote of 9-0, recommended to City Council the amendment of the approved site plan so as to delete Multi-Family Residential and Industrial uses from the Planned Unit Development and add Institutional and Commercial uses.
18. April 13, 2006. Planning Commission, on a vote of 9-0, recommended to City Council that the preliminary plat for NRH Medical Park West Addition, a Planned Unit Development be approved with alley waiver.

**HISTORY (CONT.)**

19. June 13, 2006. City Council amended the NORMAN 2025 Land Use and Transportation Plan from Multi-Family, Office, Industrial and Commercial Designations to Office, Commercial and Industrial/Hospital Designations.
20. June 13, 2006. City Council adopted Ordinance No. O-0506-43 amending the approved site plan so as to delete Multi-Family Residential and Industrial uses from the Planned Unit Development and so as to add Institutional and Commercial uses.
21. June 13, 2006. City Council approved the revised preliminary plat for NRH Medical Park West Addition, a Planned Unit Development.
22. May 14, 2009. Planning Commission, on a vote of 5-0, recommended to City Council amending the Planned Unit Development to show additional lots and amending the uses of the property.
23. May 14, 2009. Planning Commission, on a vote of 5-0, recommended to City Council the closure of easements, eliminating building setback lines, landscape buffers, lot lines and blocks in part of NRH Medical Park West Addition, a Planned Unit Development.
24. May 14, 2009. Planning Commission, on a vote of 5-0, recommended to City Council that the revised preliminary plat for NRH Medical Park West Addition, a Planned Unit Development be approved.
25. June 9, 2009. City Council adopted Ordinance No. O-0809-45 amending the PUD, Planned Unit Development (Ordinance No. O-0001-13) to show additional lots and amending the uses for the property.
26. June 9, 2009. City Council adopted Ordinance No. O-0809-46 closing easements, eliminating building setback lines, landscape buffers, lot lines and blocks in part of the NRH Medical Park West Addition, a Planned Unit Development.
27. June 9, 2009. City Council approved the revised preliminary plat for NRH Medical Park West Addition, a Planned Unit Development.
28. June 11, 2009. Planning Commission, on a vote of 5-0, recommended to City Council that the final plat for NRH Medical Park West Addition, Section 2, a Planned Unit Development a Replat of NRH Medical Park West Addition, a Planned Unit Development be approved.



## HISTORY (CONT.)

29. July 13, 2009. City Council approved the final plat for NRH Medical Park West Addition, Section 2, a Planned Unit Development, a Replat of NRH Medical Park West Addition, a Planned Unit Development.
30. October 5, 2009. The final plat for NRH Medical Park West Addition, Section 2, a Planned Unit Development, a Replat of NRH Medical Park West Addition, a Planned Unit Development was filed of record with the Cleveland County Clerk.
31. November 12, 2009. Planning Commission, on a vote of 9-0, recommended amending the PUD Narrative and Design Guidelines approved with the Planned Unit Development established by Ordinance No. O-0001-13.
32. December 8, 2009. City Council adopted Ordinance No. O-0910-11 amending Planned Unit Development approved by Ordinance No. O-0001-13 by amending the PUD Narrative and Design Guidelines.
33. January 14, 2021. Planning Commission, on a vote of 8-0, recommended amendment of the PUD, Planned Unit Development, adopted by Ordinance No. O-0910-11.
34. January 14, 2021. Planning Commission, on a vote of 8-0, recommended to City Council the approval of the preliminary plat of a Replat for N.R.H. Medical Park West, Section 2, a Planned Unit Development.
35. February 23, 2021. City Council adopted Ordinance No. O-2021-27 amending the PUD, Planned Unit Development, adopted by Ordinance No. O-0910-11.
36. February 23, 2021. City Council approved the preliminary plat of a Replat for N.R.H. Medical Park West, Section 2, a Planned Unit Development.

## IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans.
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewers. New sanitary sewer mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards to serve the new proposal. A sanitary sewer lift station will be installed to serve the property that cannot gravity sewer. Some existing sanitary sewer mains will be abandoned or removed.

### **IMPROVEMENT PROGRAM (CONT'):**

4. Sidewalks. Sidewalks will be constructed adjacent to all public streets. The owners will construct sidewalks adjacent to the private street.
5. Storm Sewers. Storm sewers and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Storm water runoff will be conveyed to privately-maintained detention facilities.
6. Streets. On the southern section of the project, an existing traffic circle will be eliminated. New construction of the public street will tie into the proposed new alignment of the proposed private street. The owners feel this will allow for a better layout of their campus.
7. Water Mains. A new 12" water main will be installed to follow the alignment of the proposed private street. The existing water main will be removed or abandoned.

### **PUBLIC DEDICATIONS:**

1. Easements. All required easements are dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way are dedicated to the City on the final plat.

**SUPPLEMENTAL MATERIAL:** Copies of a location map, preliminary plat, final site development plan and final plat are attached.

**STAFF COMMENTS AND RECOMMENDATION:** The engineer for the developer has requested the Development Committee review and approve the program of public improvements, final site development plan and final plat for a Replat of NRH Medical Park Addition, Section 2, a Planned Unit Development and submit to City Council for consideration.

This replat will replace the previous plat for NRH Medical Park Addition, Section 2, a Planned Unit Development.

The property consists of 35+ acres and one lot to be used for medical purposes with parking. The common areas are greenbelt buffer and detention facilities. These areas are to be maintained by property owners as a maintenance agreement in common.

A traffic impact fee in the amount of \$14,385.61 will be required prior to the filing of the final plat.

APPLICATION FOR  
DEVELOPMENT COMMITTEE  
ACTION

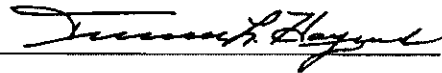
Date: 07/12/2021

Part I: To be Completed by Applicant:

1. Applicant(s):  
**Norman Regional Hospital Authority, an Oklahoma public trust d/b/a Norman Regional Health ("NRHS) Norman, Oklahoma**

Signature of Applicant(s):

**TERENCE L. HAYNES, P.E., AGENT FOR APPLICANT**  
**SMC CONSULTING ENGINEERS, P.C.**



Telephone Number and Address:

**815 WEST MAIN, OKLAHOMA CITY, OK 73106**  
**405-232-7715**

2. Project Name and Legal Description:  
**A Replat of N.R.H. Medical Park West Section 2, A PUD**  
**A part of the NE/4 of Section 14, T9N, R3W of the I.M.**
3. Action Request of Development Committee:  
**REQUEST DEVELOPMENT COMMITTEE APPROVAL OF THE FINAL PLAT, FINAL SITE DEVELOPMENT PLAN AND ASSOCIATED PUBLIC IMPROVEMENTS.**

Part II: To Be Completed by Development Committee:

Development Committee Met on: September 30, 2021

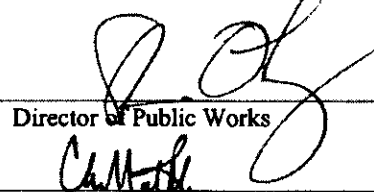
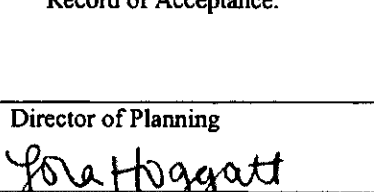


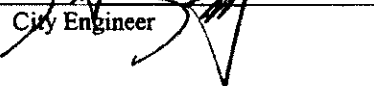
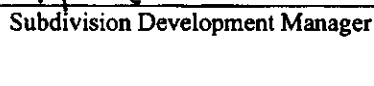
Development Committee Findings:

The engineer for the owners has requested the Development Committee approve the program of public improvements, final site development plan and final plat of a Replat for NRH Medical Park Section 2, and submit to the City Council for consideration.

Development Committee Recommendations:

The Development Committee approves the program of public improvements which consist of street paving, sidewalks, sanitary sewer and water. The Development Committee approves the program of public improvements, final site development plan and final plat. The Development Committee has approved concurrent construction. The final site development plan and final plat will be submitted to City Council.

Record of Acceptance:

	Yes	No		Yes	No
 Director of Public Works	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Director of Planning	<input type="checkbox"/>	<input type="checkbox"/>
 Director of Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Planning Services Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 City Engineer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Subdivision Development Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**File Attachments for Item:**

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR PARK HILL ADDITION, SECTION 4, A PLANNED UNIT DEVELOPMENT, ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN, AND DEFERRAL OF PAVING AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH TECUMSEH ROAD WITH A FEE IN THE AMOUNT OF \$20,882.80 FOR THE DEFERRAL OF STREET PAVING AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH TECUMSEH ROAD. (LOCATED AT THE SOUTHEAST CORNER OF 12TH AVENUE N.E. AND TECUMSEH ROAD)

**Item 15****CITY OF NORMAN, OK  
STAFF REPORT**

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**MEETING DATE:** 10/12/2021

**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 A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR PARK HILL ADDITION, SECTION 4, A PLANNED UNIT DEVELOPMENT, ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN, AND DEFERRAL OF PAVING AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH TECUMSEH ROAD WITH A FEE IN THE AMOUNT OF \$20,882.80 FOR THE DEFERRAL OF STREET PAVING AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH TECUMSEH ROAD. (LOCATED AT THE SOUTHEAST CORNER OF 12TH AVENUE N.E. AND TECUMSEH ROAD)

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**BACKGROUND:**

This item is a final plat for Park Hill Addition, Section 4, a Planned Unit Development located at the southeast corner of the intersection of 12<sup>th</sup> Avenue N.E. and Tecumseh Road.

City Council, at its meeting of January 27, 2009, adopted Ordinance O-0809-28 placing this property in the PUD, Planned Unit Development and removing it from C-1, Local Commercial District with Special Use for a Mini-Storage Facility. City Council approved the preliminary plat for Park Hill Mixed Use Addition, a Planned Unit Development at its meeting of April 27, 2021. The Norman Development Committee, at its meeting of September 30, 2021 approved the program of public improvements, final site development plan and the final plat for Park Hill Addition, Section 4, a Planned Unit Development and recommended that the final site development plan and final plat be submitted to City Council for consideration.

This property consists of 1.22 acres with one (1) lot. The proposal is a storage facility.

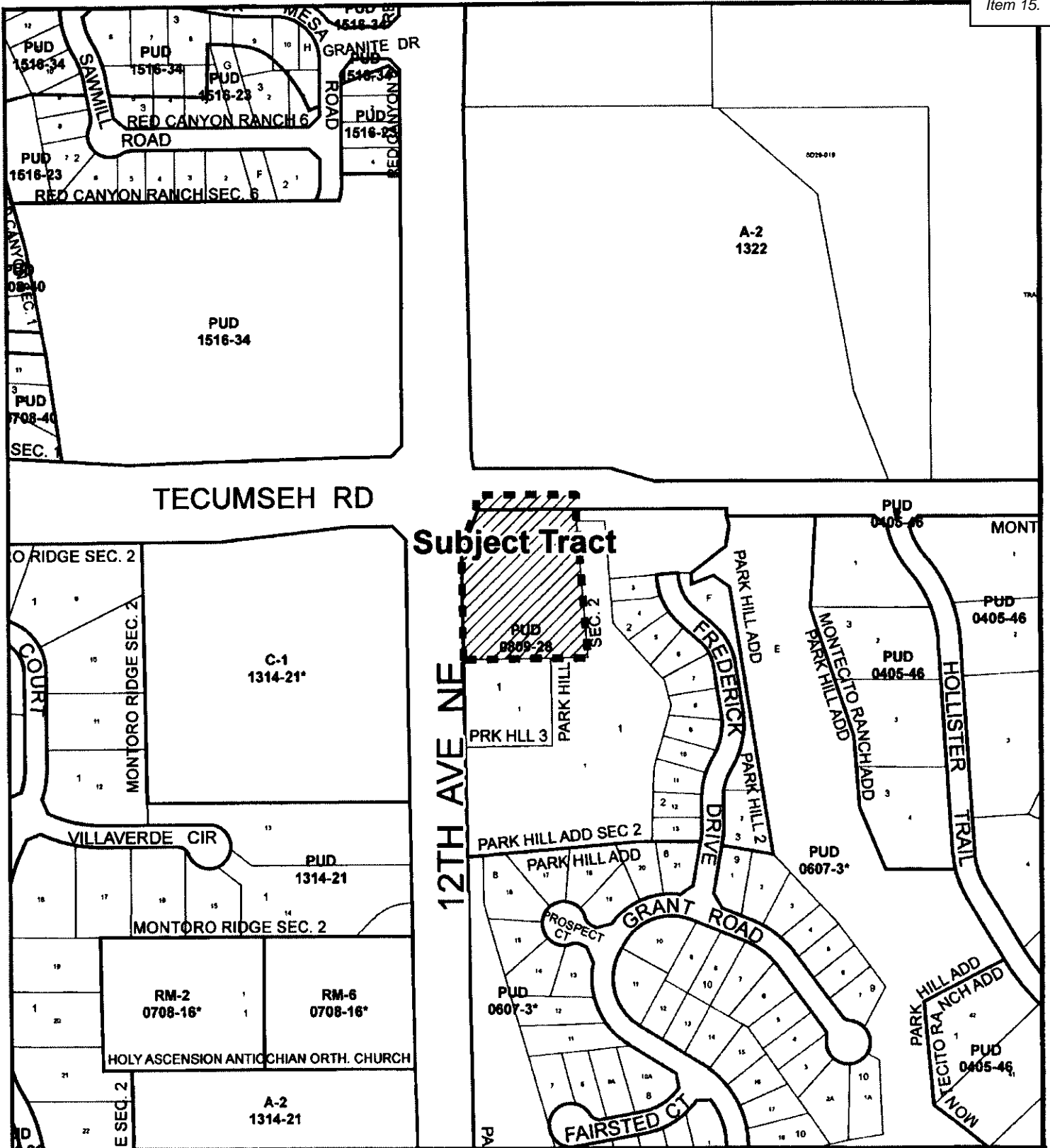
**DISCUSSION:**

Staff has reviewed the required construction plans for public improvements. Public improvements for this property consist of relocation of a sanitary sewer, drainage including detention facility and sidewalk improvements adjacent to 12<sup>th</sup> Avenue N.E. Staff is recommending deferral of street paving and sidewalk improvements in connection with Tecumseh Road. Approximately 230-foot partial construction of Tecumseh Road to City

standards as a half width arterial street. Section 19-602 B 1.2. (a)(b)(c) and (d) of the City Code establishes a method of deferring public street improvements under the following situations: (a) where incompatible grades exist; (b) where there are inadequate or a lack of connecting facilities; (c) where construction the improvement would not immediately function for its intended use; or (d) where such improvement would be replaced by a planned future project. The developer is required to post a certificate of deposit with the City in a special account to be used with a future paving project or at such time as development occurs adjacent to the property. Staff has observed over the years that gap paving or "piecemeal" paving has been a detriment to arterial streets. There have been times over the years paving improvements have been constructed and then replaced because they did not fit in the overall design of the arterial street.

**RECOMMENDATION:**

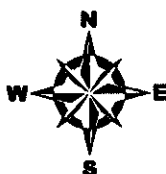
The final plat is consistent with the preliminary plat. Based upon the above information, staff recommends approval of the final site development plan and final plat, acceptance of the public dedications contained therein and authorization of the Mayor to sign the final plat for Park Hill Addition, Section 4, a Planned Unit Development subject to the completion and acceptance of public improvements and submittal of \$20,882.80 for deferral of street paving and sidewalks in connection with Tecumseh Road.



# 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.



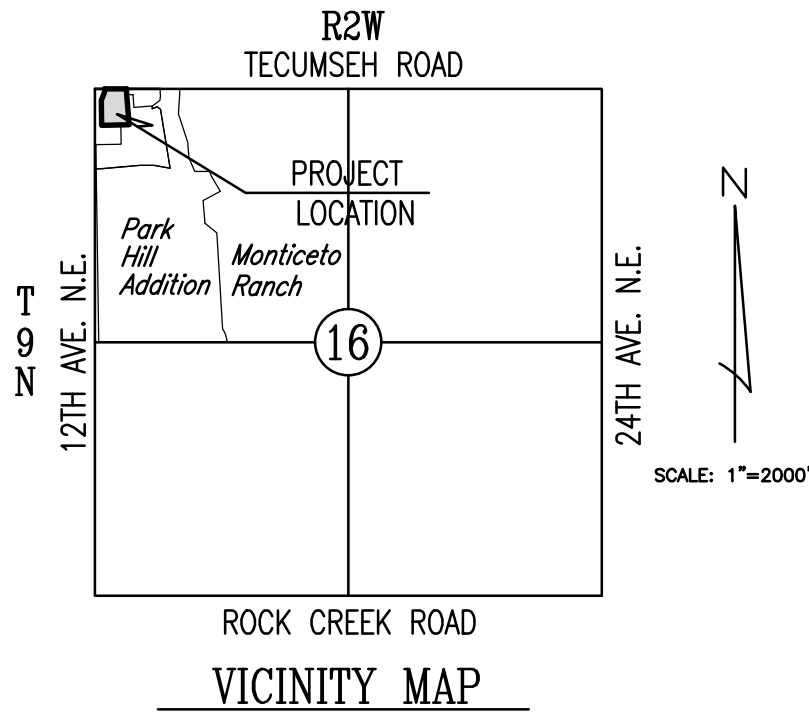
September 29, 2021

0 150 300 Ft.

Subject Tract

Zoning

FINAL PLAT  
PARK HILL ADDITION SECTION 4  
A PLANNED UNIT DEVELOPMENT  
A PART OF THE N.W. 1/4 OF SECTION 16, T9N, R2W, I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA



LEGAL DESCRIPTION

A tract of land lying in the Northwest Quarter (N.W. 1/4) of Section Sixteen (16), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows;

COMMENCING at the Northwest corner of said N.W. ¼;

THENCE South 89°57'56" East a distance of 65.00 feet to the POINT OF BEGINNING;

THENCE continuing South 89°57'56" East along the North line of said N.W. 1/4 a distance of 230.03 feet;

THENCE South 00°02'04" West a distance of 50.00 feet;

THENCE South 04°33'10" East a distance of 325.66 feet;

THENCE South 89°00'56" West a distance of 285.99 feet to a point on the East right-of-way line of 12th Avenue Northeast;

THENCE North 00°53'57" West along said East right-of-way line a distance of 260.64 feet;

THENCE North 21°40'31" East along said East right-of-way line a distance of 92.62 feet;

THENCE North 00°02'04" East along said East right-of-way line a distance of 33.00 feet to a point on the North line of said N.W. 1/4 and the POINT OF BEGINNING.

Said described tract of land contains 100,778 square feet or 2.31 acres, more or less.

OWNER'S CERTIFICATE AND DEDICATION  
KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, STORAGE OKLAHOMA, L.L.C., an Oklahoma Limited Liability Company, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of PARK HILL ADDITION SECTION 4, a subdivision of a part of the N.W. 1/4, Section 16, T9N, R2W, of the Indian Meridian to Norman, Cleveland County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of PARK HILL ADDITION SECTION 4. STORAGE OKLAHOMA, L.L.C., a Limited Liability Company dedicates all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstractor's Certificate.

In Witness Whereof the undersigned have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STORAGE OKLAHOMA, L.L.C., an Oklahoma Limited Liability Company

\_\_\_\_\_, MANAGER

STATE OF OKLAHOMA s.s.  
COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ personally appeared \_\_\_\_\_ as manager of STORAGE OKLAHOMA, L.L.C., an Oklahoma Limited Liability Company, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of STORAGE OKLAHOMA, L.L.C., an Oklahoma Limited Liability Company for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_, NOTARY PUBLIC

BONDED ABSTRACTER'S CERTIFICATE

The undersigned, duly qualified abstractor in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of PARK HILL ADDITION SECTION 4, a subdivision of a part of the N.W. 1/4, Section 16, T9N, R2W, of the I.M. to Norman, Cleveland County, Oklahoma appears to be vested in STORAGE OKLAHOMA, L.L.C., an Oklahoma Limited Liability Company, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ unencumbered by pending actions, judgments, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Cleveland County Abstract & Title Company, LLC

\_\_\_\_\_, Vice President

CERTIFICATE OF CITY OF NORMAN DEVELOPMENT COMMITTEE

I, \_\_\_\_\_, Chairman of the City of Norman Development Committee certify that the public improvement plans of PARK HILL ADDITION SECTION 4, a Planned Unit Development, comply with the standards and specifications of the City of Norman on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, DEVELOPMENT COMMITTEE CHAIRMAN

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Norman, Oklahoma that the dedications shown on the annexed plat of PARK HILL ADDITION SECTION 4, Norman, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Norman, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_, CITY CLERK,

\_\_\_\_\_, MAYOR,

CERTIFICATE OF CITY CLERK

I, Brenda Hall, City Clerk of the City of Norman, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatured installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of PARK HILL ADDITION SECTION 4 to the City of Norman, Oklahoma.

Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, CITY CLERK, Brenda Hall

COUNTY TREASURER'S CERTIFICATE

I, Jim Reynolds, hereby certify that I am the duly elected and acting County Treasurer of Cleveland County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 20\_\_\_\_ and all prior years on the land shown on the annexed plat of PARK HILL ADDITION SECTION 4, an addition to the City of Norman, Cleveland County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes. IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Norman, Oklahoma on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, COUNTY TREASURER, Jim Reynolds

REGISTERED LAND SURVEYOR

I, Doug R. Alford, do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that the Final Plat of PARK HILL ADDITION SECTION 4, an addition to the City of Norman, Oklahoma, consisting of two (2) sheets, represents a survey made under my supervision on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

ACCURATE POINTS SURVEYING  
2119 RIVERWALK DR. #162  
MOORE, OKLAHOMA 73160  
PHONE: (405) 735-2810

\_\_\_\_\_, Doug R. Alford, REGISTERED LAND SURVEYOR No. 1623  
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 6333 (LS) EXPIRES June 30, 2022

STATE OF OKLAHOMA s.s.  
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_\_ day, of \_\_\_\_\_, 20\_\_\_\_, personally appeared Doug R. Alford, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_, NOTARY PUBLIC

Date: Sept. 14, 2021

SMC Consulting Engineers, P.C.  
815 W. Main Street  
Oklahoma City, OK 73106

PARK HILL ADDITION SECTION 4  
A PLANNED UNIT DEVELOPMENT  
FINAL PLAT SHEET 1 of 2



R2W

TECUMSEH ROAD

PROJECT LOCATION

Park Hill Addition

Monticeto Ranch

16

12TH AVE. N.E.

24TH AVE. N.E.

Rock Creek Road

VICINITY MAP

N

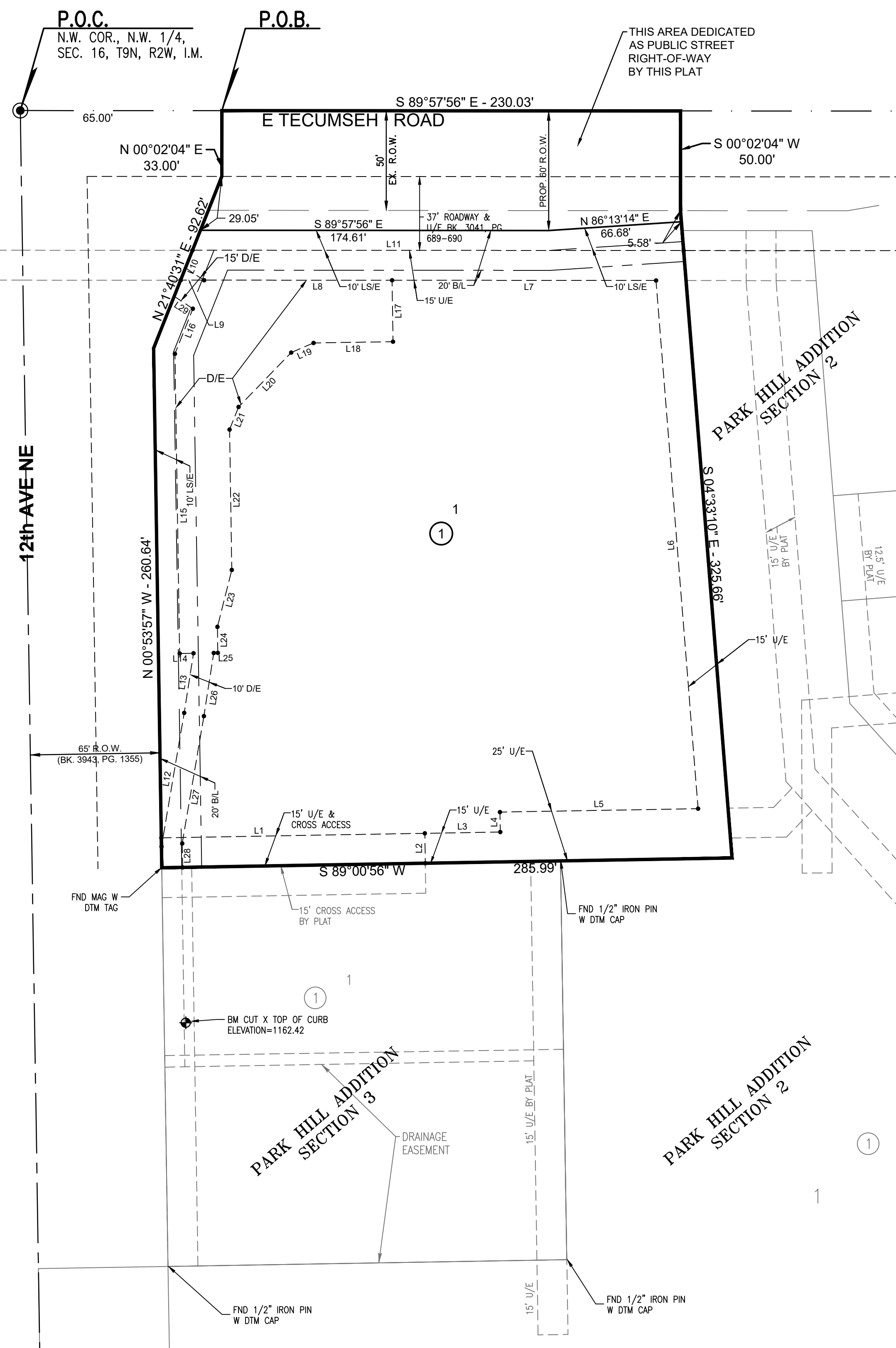
SCALE: 1"=2000

D/E	DRAINAGE EASEMENT
U/E	UTILITY EASEMENT
LS/E	LANDSCAPE EASEMENT
B/L	BUILDING LINE
1000	ADDRESS

1. ALL IMPROVEMENTS WITHIN UTILITY EASEMENTS MAY BE REMOVED BY THE CITY TO PERFORM MAINTENANCE, AND REPLACEMENT OF SUCH IMPROVEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
2. EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED PURSUANT TO THIS FINAL PLAT.
3. UNLESS NOTED OTHERWISE, THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED BY APPROVED BY THE ENGINEER. HOWEVER, THE MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION IN THE PLAT OF PARK HILL ADDITION SECTION 4. HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°00'56"E	132.17'
L2	S 00°53'57"E	15.00'
L3	S 89°00'56"E	37.33'
L4	N 00°53'57"W	10.00'
L5	N 89°00'56"E	99.36'
L6	N 04°33'10"W	265.76'
L7	N 89°57'56"W	132.36'
L8	S 89°00'56"E	37.33'
L9	N 89°57'56"W	11.83'
L10	N 21°40'31"E	16.14'
L11	N 89°57'56"E	246.27'
L12	N 09°39'26"E	67.98'
L13	S 89°00'56"E	30.29'
L14	N 89°06'03"E	6.95'
L15	N 00°53'57"W	150.30'
L16	N 21°40'31"E	39.96'
L17	N 00°53'57"E	30.81'
L18	S 89°00'56"E	37.33'
L19	S 66°36'00"W	12.90'
L20	S 44°05'58"W	37.26'
L21	S 21°36'00"W	12.04'
L22	N 00°53'57"E	70.21'
L23	S 89°00'56"E	29.43'
L24	N 00°53'57"E	13.06'
L25	S 89°06'03"E	2.03'
L26	S 86°52'52"W	32.08'
L27	S 39°36'26"W	64.79'
L28	N 00°59'00"E	10.00'



SCALE: 1" = 40'

TOTAL LOTS  
1 COMMERCIAL L

THE BASIS OF BEARINGS FOR THE PURPOSE OF THIS FINAL PLAT IS THE ASSUMED BEARING OF SOUTH 89°57'56" EAST AS SHOWN ON THE NORTH LINE OF THE NW/4 OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 2 WEST, I.M. CLEVELAND COUNTY, OKLAHOMA.

UNLESS OTHERWISE STATED ALL BOUNDARY MONUMENTS ARE SET  
1/2" IRON PINS WITH CA6391 CAPS.

**BENCHMARK:**

CUT X ON TOP OF CURB  
N=9938.6465'  
E=8961.8299'  
ELEV. = 1162.42

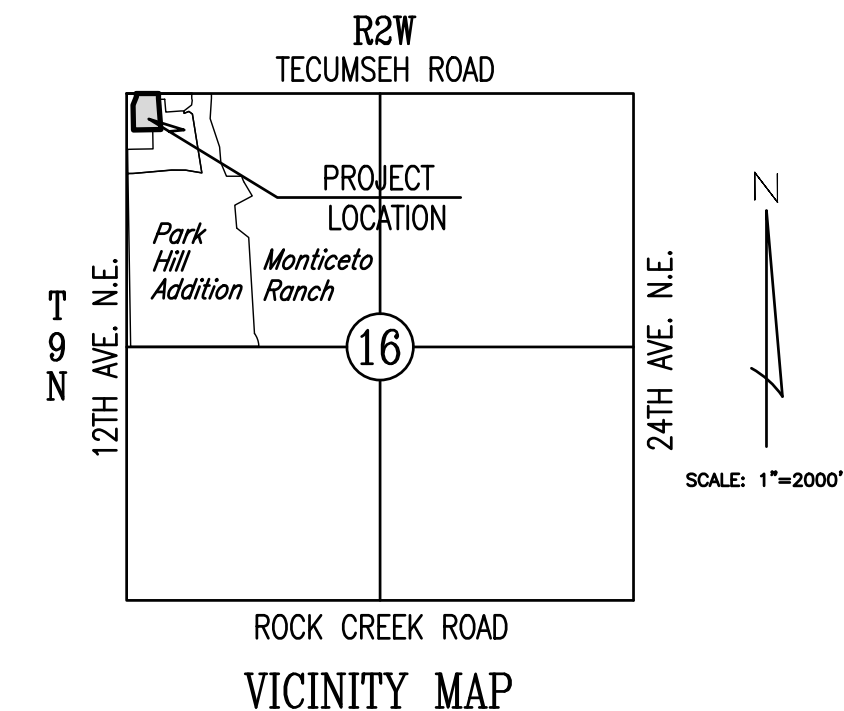
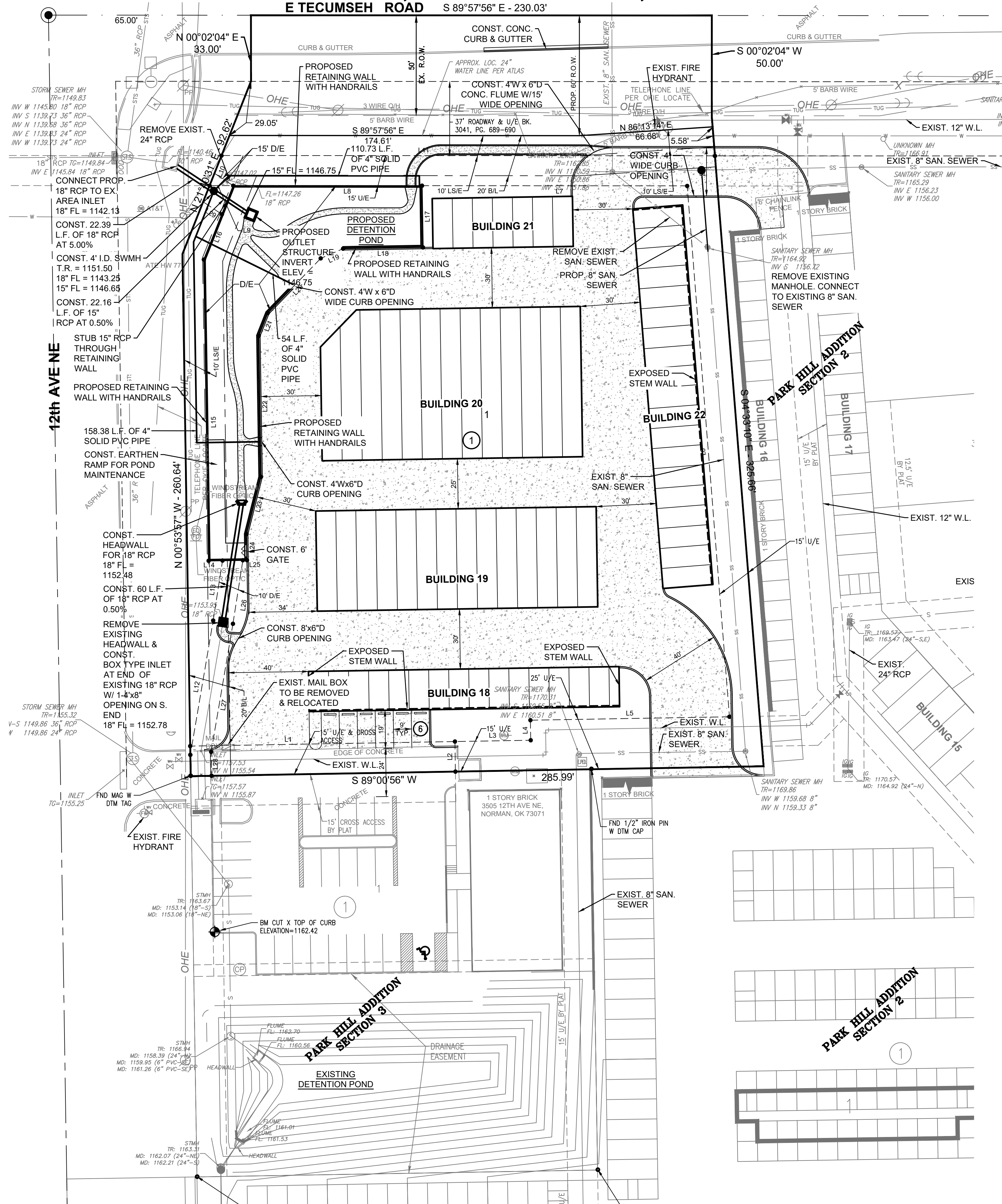
Date: Sept. 14, 2021

SMC Consulting Engineers, P.C.  
815 W. Main Street  
Oklahoma City, OK 73106

PARK HILL ADDITION SECTION 4  
A PLANNED UNIT DEVELOPMENT  
FINAL PLAT SHEET 2 of 2

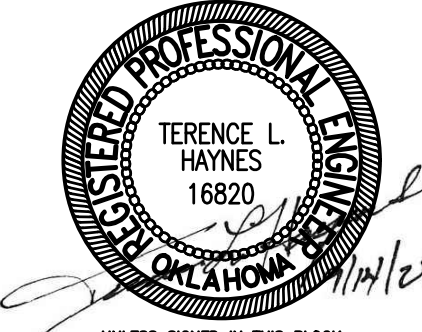
**FINAL SITE DEVELOPMENT PLAN**  
**PARK HILL ADDITION SECTION 4**  
 (A PLANNED UNIT DEVELOPMENT)  
 A PART OF THE N.W. 1/4 OF SECTION 16, T9N, R2W, I.M.  
 NORMAN, CLEVELAND COUNTY, OKLAHOMA

LINE	BEARING	DISTANCE
L1	N 89°00'56" E	132.17'
L2	S 00°53'57" E	15.00'
L3	N 89°00'56" E	37.83'
L4	N 00°53'57" W	10.00'
L5	N 89°00'56" E	99.36'
L6	N 04°33'10" W	265.78'
L7	N 89°57'56" W	132.38'
L8	S 89°57'56" W	94.18'
L9	N 89°57'56" W	11.83'
L10	N 21°40'31" E	16.14'
L11	N 89°57'56" E	246.27'
L12	N 08°52'52" E	67.98'
L13	N 08°52'52" E	30.29'
L14	N 89°06'03" E	6.95'
L15	N 00°53'57" W	150.30'
L16	N 21°40'31" E	24.33'
L17	N 00°53'57" E	30.81'
L18	S 89°06'03" W	39.86'
L19	S 66°36'00" W	12.20'
L20	S 44°05'58" W	37.96'
L21	S 21°36'00" W	12.20'
L22	S 00°53'57" E	70.41'
L23	S 14°10'53" W	28.43'
L24	S 00°53'57" E	13.06'
L25	S 89°06'03" W	2.03'
L26	S 08°52'52" W	32.08'
L27	S 09°39'26" W	64.79'
L28	S 00°59'04" E	11.98'
L29	N 56°28'08" W	11.24'



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NOT VALID FOR CONSTRUCTION



**PARK HILL ADDITION SECTION 4**

**12TH AVE. N.E. & E. TECUMSEH RD.  
NORMAN, OKLAHOMA**

No.	Revision	Date	By
1	CITY REVIEW COMMENTS	08/12/21	SMC

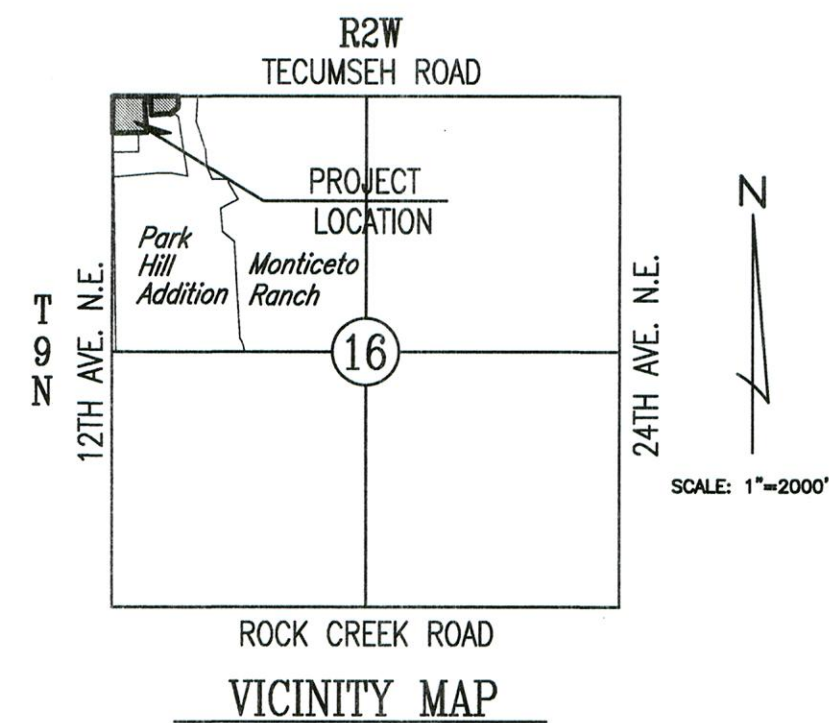
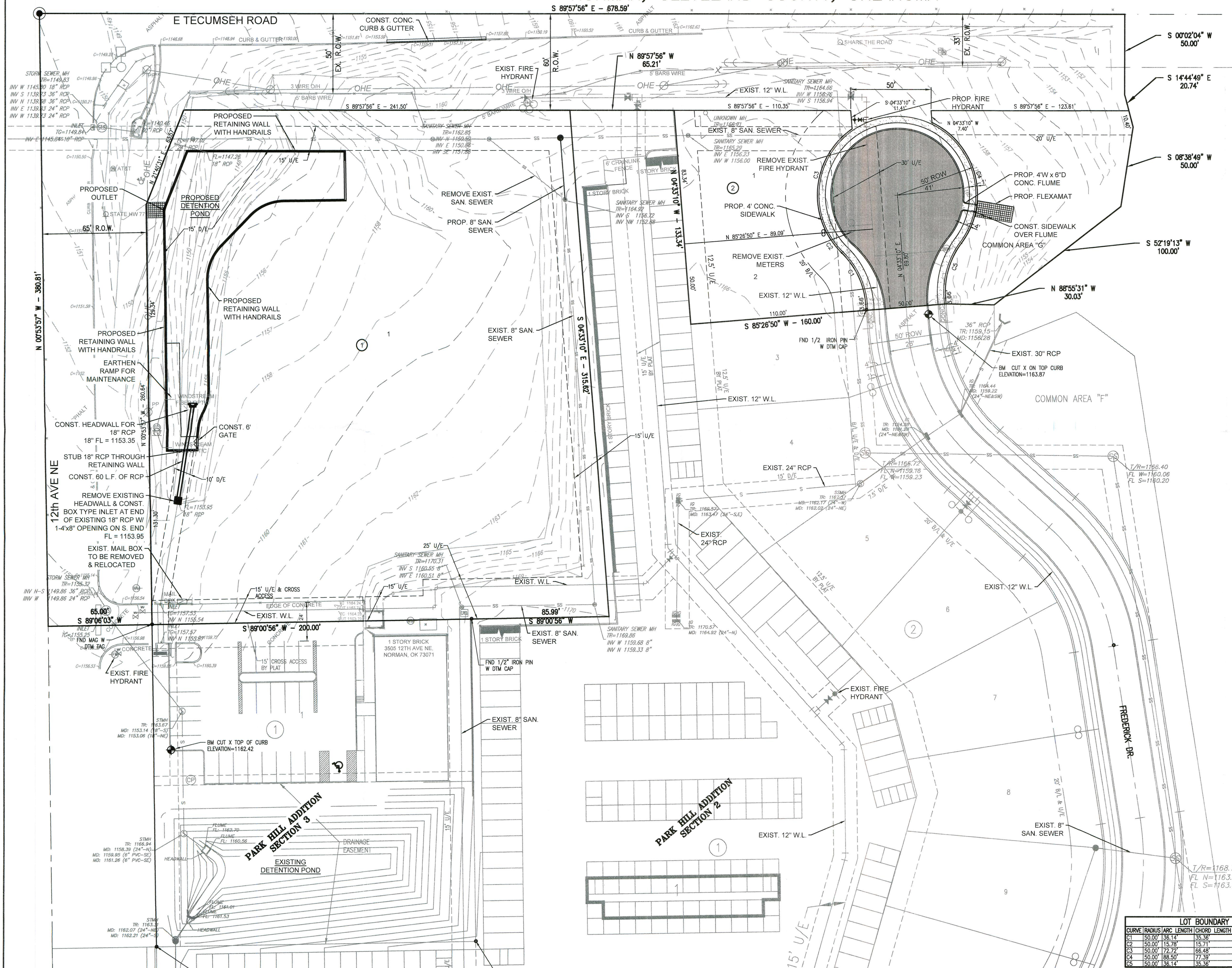
PROJECT NO.: 6402.00  
 DATE: 08/12/21  
 SCALE: 1" = 30'  
 DRAWN BY: MDS  
 ENGINEER: TERENCE L. HAYNES  
 P.E. NUMBER: 16820

**FINAL SITE DEVELOPMENT PLAN**

SHEET NO.  
**1**



**PRELIMINARY PLAT**  
**PARK HILL ADDITION SECTION 4**  
 A PLANNED UNIT DEVELOPMENT  
 A PART OF THE N.W. 1/4 OF SECTION 16, T9N, R2W, I.M.  
 NORMAN, CLEVELAND COUNTY, OKLAHOMA



LOT/BLOCK	USAGE	LOT COUNT	AREA:
1 / 1	MINI-STORAGE	1	3.03 AC.
1 / 2	SINGLE FAMILY	2	1.12 AC.
	TOTAL	3	4.15 AC.

**NOTES:**

- FIRE HYDRANTS WILL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
- ALL SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
- REFER TO DRAINAGE REPORT FOR SPECIFIC DATA.
- ALL PROPOSED SANITARY SEWER LINES ARE 8-INCH EXCEPT AS NOTED.
- EXISTING ZONING IS PUD.
- ALL ISLANDS AND/OR MEDIANS WITHIN THE RIGHTS-OF-WAY AND ALL COMMON AREAS WITHIN THIS DEVELOPMENT WILL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.

**LEGAL DESCRIPTION**

A tract of land lying in the Northwest Quarter (N.W. ¼) of Section Sixteen (16), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:  
 BEGINNING at the Northwest corner of said N.W. ¼;  
 THENCE South 89°57'56" East along the North line of said N.W. ¼ a distance of 678.59 feet;  
 THENCE South 00°02'04" West a distance of 50.00 feet;  
 THENCE South 14°44'49" East a distance of 20.74 feet;  
 THENCE South 08°38'49" West a distance of 50.00 feet;  
 THENCE South 52°19'13" West a distance of 100.00 feet;  
 THENCE North 88°55'31" West a distance of 30.03 feet;  
 THENCE South 85°26'50" West a distance of 160.00 feet;  
 THENCE North 04°33'10" West a distance of 133.34 feet;  
 THENCE North 89°57'56" West along said right-of-way line a distance of 65.21 feet;  
 THENCE South 04°33'10" East a distance of 315.62 feet;  
 THENCE South 89°00'56" West a distance of 85.99 feet to a point on the northeast corner of Park Hill Addition Section 3;  
 THENCE continuing South 89°00'56" West a distance of 200.00 feet to a point on the East right-of-way line of 12th Ave. N.E.;  
 THENCE South 89°06'03" West a distance of 65.00 feet to a point on the West line of said N.W. ¼;  
 THENCE North 00°53'57" West along the West line of said N.W. ¼ a distance of 380.81 feet to the POINT OF BEGINNING.

Said described tract of land contains 180,924 square feet or 4.1539 acre more or less.

**STORM DRAINAGE DETENTION FACILITY EASEMENT**

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION IN THE PLAT OF PARK HILL ADDITION SECTION 4. HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

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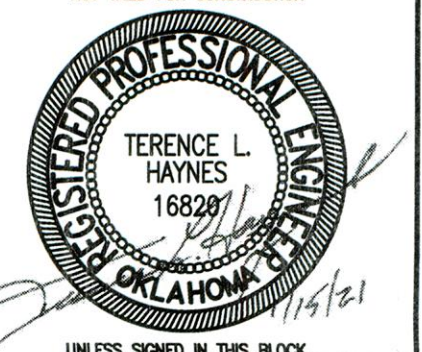
**OWNER / DEVELOPER:**

STORAGE OKLAHOMA L.L.C.  
 3580 MacDONNELL DRIVE  
 NORMAN, OKLAHOMA

**BENCHMARK:**

CUT X ON TOP OF CURB  
 N=9938.6465'  
 E=8961.8299'  
 ELEV. = 1162.42

NOT VALID FOR CONSTRUCTION



**PARK HILL ADDITION SECTION 4**

**12TH AVE. N.E. & E. TECUMSEH RD.  
 NORMAN, OKLAHOMA**

**SMC**  
 SMC Consulting Engineers, P.C.  
 815 West Main - Oklahoma City, OK 73106  
 PH: 405-232-7659  
 Website: www.smc-engineers.com

PROJECT NO.: 6402.00  
 DATE: 01/15/21  
 SCALE: 1" = 30'  
 DRAWN BY: RWC  
 ENGINEER: TERENCE L. HAYNES  
 P.E. NUMBER: 16820

**PRELIMINARY PLAT**

SHEET NO.  
**1**



UNLESS SIGNED IN THIS BLOCK

**PARK HILL ADDITION SECTION 4**

12TH AVE. N.E. & E. TECUMSEH RD.  
NORMAN, OKLAHOMA

**SMC**  
SMC Consulting Engineers, P.C.

PROJECT NO.: 6402.00  
DATE: 01/13/21  
SCALE: 1" = 30'  
DRAWN BY: MDS  
ENGINEER: TERENCE L. HAYNES  
P.E. NUMBER: 16820

## FINAL SITE DEVELOPMENT PLAN

SHEET NO.  
1

3



**ENGINEERS ESTIMATE FOR THE DEFERRED CONSTRUCTION OF TECUMSEH ROAD  
PARK HILL ADDITION SECTION 4**

September 29, 2021

**PARK HILL COMMERCIAL CORNER**

<u>Item</u>	<u>Quan.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
2" Type "S5" Asphaltic Concrete	440	S.Y.	\$8.60	\$3,784.00
4" Type "S3" Asphaltic Concrete	440	S.Y.	\$16.00	\$7,040.00
3" Type "S3" Asphaltic Concrete	440	S.Y.	\$12.00	\$5,280.00
6" Modified Subgrade (CKD)	440	S.Y.	\$3.55	\$1,562.00
Excavation & Grading	227	C.Y.	\$3.51	\$796.80
Erosion Control	1	Lump Sum	\$500.00	\$500.00
Striping	1	Lump Sum	\$480.00	\$480.00
Traffic Control	1	Lump Sum	\$800.00	\$800.00
Construction Staking	1	Lump Sum	\$640.00	\$640.00
<b>Total</b>				<b>\$20,882.80</b>

## DEVELOPMENT COMMITTEE

FINAL PLAT  
FP-2122-4

DATE:  
September 30, 2021

### STAFF REPORT

**ITEM:** Consideration of a final plat for PARK HILL ADDITION, SECTION 4, A PLANNED UNIT DEVELOPMENT.

**LOCATION:** Located at the southeast corner of the intersection of 12<sup>th</sup> Avenue N.E. and Tecumseh Road.

### **INFORMATION:**

1. Owners. Storage of Oklahoma, L.L.C.
2. Developer. Storage of Oklahoma, L.L.C.
3. Engineer. SMC Consulting Engineers, P.C.

### **HISTORY:**

1. July 14, 2005. Planning Commission, on a vote of 5-0, recommended amendment of the NORMAN 2025 Land Use and Transportation Plan for Future Urban Service Area to Current Urban Service Area and from Very Low Density Residential Area to Commercial designations.
2. July 14, 2005. Planning Commission, on a vote of 5-0, recommended to City Council that this property be placed in the PUD, Planned Unit Development and removed from A-2, Rural Agricultural District.
3. July 14, 2005. Planning Commission, on a vote of 5-0, recommended to City Council that the preliminary plat for Park Hill Addition, a Planned Unit Development, be approved.
4. September 13, 2005. City Council approved Resolution No. R-0506-22 amending the NORMAN 2025 Land Use and Transportation Plan from Very Low Density Residential Designation to Commercial Designations and placing same in the Current Urban Service Area.
5. September 13, 2005. City Council adopted Ordinance No. O-0506-2 placing this property in the PUD, Planned Unit Development and removing it from A-2 zoning classification.

Development Committee Staff Report  
Final Plat For Park Hill Addition, Section 4, a Planned Unit Development  
September 30, 2021  
Page 2

### **HISTORY (CONT'D):**

6. September 13, 2005. City Council approved the preliminary plat for Park Hill Addition, a Planned Unit Development.
7. December 11, 2008. Planning Commission, on a vote of 6-3, recommended to City Council that the NORMAN 2025 Land Use and Transportation Plan be amended from Commercial Designation to Mixed Use Designation.
8. December 11, 2008. Planning Commission, on a vote of 6-3, recommended to City Council that this property be placed in the PUD, Planned Unit Development and removed from C-1, Local Commercial Designation.
9. December 11, 2008. Planning Commission, on a vote of 6-3, recommended to City Council that the revised preliminary plat for Park Hill Addition, a Planned Unit Development, be approved with alley waiver for the commercial designated area.
10. January 27, 2009. City Council approved Land Use Plan Amendment No. LUP-0809-9 so as to place this property in the Mixed Use Designation and remove it from the Commercial Designation.
11. January 27, 2009. City Council adopted Ordinance No. O-0809-28 placing this property in the Planned Unit Development and removing it from C-1, Local Commercial District.
12. January 27, 2009. City Council approved the revised preliminary plat for Park Hill Mixed Use Addition.
13. March 11, 2021. Planning Commission, on a vote of 8-0, recommended to City Council the approval of the preliminary plat for Park Hill Mixed Use Addition, a Planned Unit Development.
14. April 27, 2021. City Council approved the preliminary plat for Park Hill Mixed Use Addition, a Planned Unit Development.

### **IMPROVEMENT PROGRAM:**

1. Fire Hydrants. Fire hydrants are existing
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewers. A portion of sanitary sewer was to be relocated.

Development Committee Staff Report  
Final Plat For Park Hill Addition, Section 4, a Planned Unit Development  
September 30, 2021  
Page 3

4. Sidewalks. Sidewalks will be constructed adjacent to 12<sup>th</sup> Avenue N.E. and Tecumseh Road. Staff is recommending deferral of sidewalk improvements adjacent to Tecumseh Road.
5. Drainage. Storm water will be conveyed privately maintained detention facility located within this property.
6. Streets. Twelfth Avenue NE is existing. Staff is recommending deferral of street improvements for Tecumseh Road.
7. Water Mains. Water mains are existing.

**PUBLIC DEDICATIONS:**

1. Easements. All required easements are dedicated to the City on the final plat.
2. Rights-of-Way. Street rights-of-way are dedicated to the City with the final plat. .

**SUPPLEMENTAL MATERIAL:** Copies of a location map, revised preliminary plat, final site development plan, and final plat are attached.

**DEVELOPMENT COMMITTEE:** The engineer for the developer has requested the Development Committee approve the program of public improvements, site plan and final plat for Park Hill Addition, Section 4, a Planned Unit Development and submit it to City Council for consideration.

This property consists of 1.22 acres and one (1) commercial lot. The proposal is a continuation of storage units. The Development Committee supports the final plat for Park Hill Addition, Section 4, a Planned Unit Development with deferral of street paving and sidewalks improvements in connection with Tecumseh Road and recommends the final site development plan and final plat be submitted to City Council for consideration. Deferral of street paving and sidewalk improvements in connection with Tecumseh Road has been determined to be \$20,882.80.

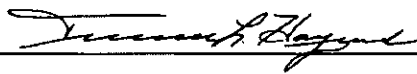
The final plat is consistent with the approved preliminary plat



APPLICATION FOR  
DEVELOPMENT COMMITTEE  
ACTION

Date: 09/28/2021

Part I: To be Completed by Applicant:

1. Applicant(s):  
Storage Oklahoma, L.L.C., an Oklahoma Limited Liability Company, Norman, OK  
  
Signature of Applicant(s):  
TERENCE L. HAYNES, P.E., AGENT FOR APPLICANT   
SMC CONSULTING ENGINEERS, P.C.  
  
Telephone Number and Address:  
815 WEST MAIN, OKLAHOMA CITY, OK 73106  
405-232-7715
2. Project Name and Legal Description:  
Park Hill Addition Section 4, A PUD  
A part of the NE/4 of Section 14, T9N, R3W of the I.M.
3. Action Request of Development Committee:  
REQUEST DEVELOPMENT COMMITTEE APPROVAL OF THE PUBLIC  
IMPROVEMENTS, FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT; AND WE  
REQUEST THE DEVELOPMENT COMMITTEE SUBMIT THE FINAL PLAT, FINAL SITE  
DEVELOPMENT PLAN AND ASSOCIATED PUBLIC IMPROVEMENTS TO THE CITY  
COUNCIL FOR CONSIDERATION.

Part II: To Be Completed by Development Committee:

Development Committee Met on: September 30, 2021

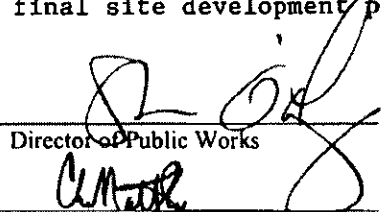
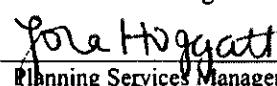
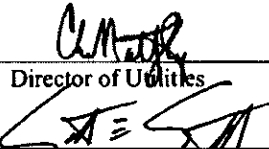
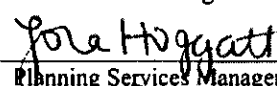
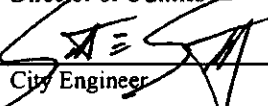

Development Committee Findings:

The engineer for the owner has requested the Development Committee approve the  
program of public improvements, final site development plan and final plat for  
Park Hill Addition, Section 4, a Planned Unit Development and submit the final  
site development plan and final plat to the City Council for consideration.

Development Committee Recommendations:

The Development Committee approves the program of public improvements which  
consist of sanitary sewer, street paving and sidewalks. However it is recommended  
street paving and sidewalks in connection with Tecumseh Road be deferred until  
the Tecumseh Road Project is in place. The Development Committee approves the  
final site development plan and final plat and they will be submitted to City Council

Record of Acceptance:

	Yes	No		Yes	No
 Director of Public Works	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Director of Planning	<input type="checkbox"/>	<input type="checkbox"/>
 Director of Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Planning Services Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 City Engineer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Subdivision Development Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**File Attachments for Item:**

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR RED SKY RANCH, PHASE 1, A PLANNED UNIT DEVELOPMENT AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN WITH A FEE OF \$40,056.76 FOR THE DEFERRAL OF STREET PAVING AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH 48<sup>TH</sup> AVENUE N.W. (GENERALLY LOCATED SOUTH OF WEST FRANKLIN ROAD ON THE WEST SIDE OF 48<sup>TH</sup> AVENUE NW)



## CITY OF NORMAN, OK STAFF REPORT

### Item 16

**MEETING DATE:** 10/12/2021

**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 A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR RED SKY RANCH, PHASE 1, A PLANNED UNIT DEVELOPMENT AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN WITH A FEE OF \$40,056.76 FOR THE DEFERRAL OF STREET PAVING AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH 48<sup>TH</sup> AVENUE N.W. (GENERALLY LOCATED SOUTH OF WEST FRANKLIN ROAD ON THE WEST SIDE OF 48<sup>TH</sup> AVENUE NW)

#### BACKGROUND:

This item is a final plat for Red Sky Ranch Phase 1, a Planned Unit Development and is generally located 1,600-feet south of West Franklin Road on the west side of 48<sup>th</sup> Avenue N.W.

City Council on May 28, 2013, adopted Ordinance O-2021-47, placing this property in the PUD, Planned Unit Development and removing it from A-2, Rural Agricultural District.

In addition, City Council approved the preliminary plat for Red Sky Ranch Addition, a Planned Unit Development. The Norman Development Committee, at its meeting of September 30, 2021, reviewed and approved the program of improvements, final site development plan and final plat for Red Sky Ranch Phase 1, a Planned Unit Development and recommended that the final site development plan and final plat be submitted to City Council for consideration. The Development Committee recommended deferral of street paving and sidewalk improvements in connection with 48<sup>th</sup> Avenue N.W.

#### DISCUSSION:

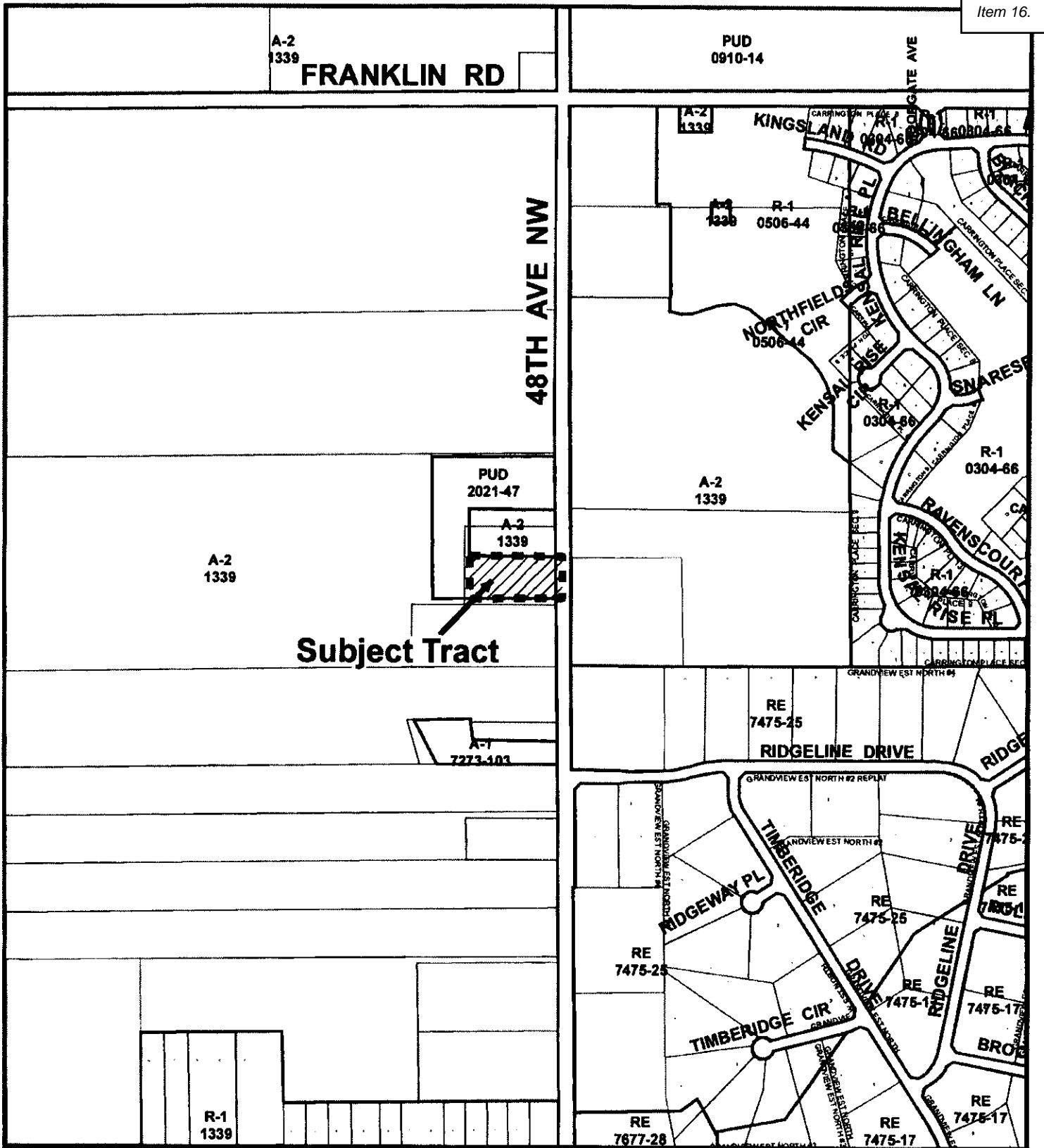
Construction plans have been reviewed by staff for the required public improvements for this property. Approximately 192-feet of street paving and sidewalks in connection with 48<sup>th</sup> Avenue N.W. are required. Section 19-602 B 1.2. (a)(b)(c) and (d) of the City Code establishes a method of deferring public street improvements under the following situations: (a) where incompatible grades exist; (b) where there are inadequate or a lack of connecting facilities; (c) where construction of the improvement would not immediately function for its intended use; or (d) where such improvement would be replaced by a planned future project. The developer is required to

post a certificate of deposit with the City in a special account to be used with a future paving project or at such time as development occurs adjacent to the property.

Staff has observed over the years that gap paving or “piecemeal” paving has been a detriment to arterial streets. There have been times over the years paving improvements have been constructed and then replaced because they did not fit in the overall design of the arterial street. Because this final plat includes a short length of pavement on 48<sup>th</sup> Avenue N.W., staff is recommending deferral until future development occurs or until the City initiates the full improvement of 48<sup>th</sup> Avenue N.W.

**RECOMMENDATION:**

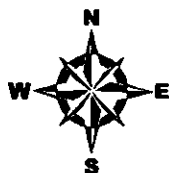
The final plat is consistent with the preliminary plat. Based upon the above information, staff recommends approval of the final site development plan, final plat and the filing of the plat subject to receipt of \$40,056.76 for the deferral of street paving and sidewalk improvements in connection with 48<sup>th</sup> Avenue N.W. and authorize the Mayor to sign the final plat.



# 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.

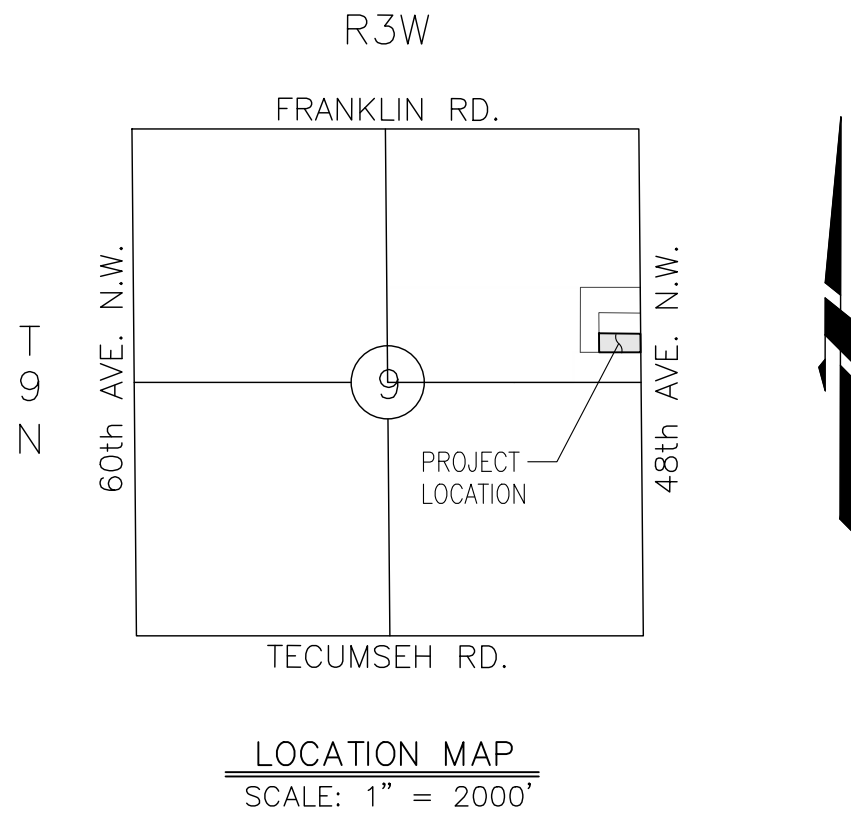


September 29, 2021

0 300 600 Ft.

-  Subject Tract
-  Zoning

FINAL PLAT  
**RED SKY RANCH PHASE 1**  
A PLANNED UNIT DEVELOPMENT  
A PART OF THE N.E. 1/4, SECTION 9, T9N, R3W, I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA



OWNER'S CERTIFICATE AND DEDICATION  
KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned, McKOWN FAMILY, LLC, a Limited Liability Company, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of RED SKY RANCH PHASE 1, a subdivision of a part of the N.E. 1/4, Section 9, T9N, R3W, of the Indian Meridian to Norman, Cleveland County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of RED SKY RANCH PHASE 1. McKOWN FAMILY, LLC, dedicates all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstracter's Certificate.

In Witness Whereof the undersigned have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

McKOWN FAMILY, LLC

, MANAGER

STATE OF OKLAHOMA s.s.  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ as manager of McKOWN FAMILY, LLC, a Limited Liability Company, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of McKOWN FAMILY, LLC, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

BONDED ABSTRACTER'S CERTIFICATE

The undersigned, duly qualified abstracter in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of RED SKY RANCH PHASE 1, a subdivision of a part of the N.E. 1/4, Section 9, T9N, R3W, of the I.M. to Norman, Cleveland County, Oklahoma appears to be vested in McKOWN FAMILY, LLC, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ unencumbered by pending actions, judgments, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Cleveland County Abstract & Title Co., LLC

, Vice President

CERTIFICATE OF CITY OF NORMAN DEVELOPMENT COMMITTEE

I, \_\_\_\_\_, Chairman of the City of Norman Development Committee certify that the public improvement plans and final plat comply with the standards and specifications of the City of Norman on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Development Committee Chairman

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Norman, Oklahoma that the dedications shown on the annexed plat of RED SKY RANCH PHASE 1, Norman, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Norman, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_

CITY CLERK,

MAYOR,

CERTIFICATE OF CITY CLERK

I, \_\_\_\_\_, City Clerk of the City of Norman, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatured installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of RED SKY RANCH PHASE 1 to the City of Norman, Oklahoma.

Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK,

COUNTY TREASURER'S CERTIFICATE

I, Jim Reynolds, hereby certify that I am the duly elected and acting County Treasurer of Cleveland County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 20\_\_\_\_ and all prior years on the land shown on the annexed plat of RED SKY RANCH PHASE 1, an addition to the City of Norman, Cleveland County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes. IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Norman, Oklahoma on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY TREASURER, Jim Reynolds

LICENSED LAND SURVEYOR

I, Doug R. Alford, do hereby certify that I am a Licensed Land Surveyor in the State of Oklahoma, and that the Final Plat of RED SKY RANCH PHASE 1, an addition to the City of Norman, Oklahoma, consisting of two (2) sheets, represents a survey made under my supervision on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 SECTION 41-108 of the Oklahoma State Statutes.

ACCURATE POINTS SURVEYING  
2119 Riverwalk Dr. #162  
MOORE, OK 73160  
PH: (405) 735-2810

Doug R. Alford, LICENSED LAND SURVEYOR No. 1623  
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 6333 (LS) EXPIRES 6-30-2022

STATE OF OKLAHOMA s.s.  
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Doug R. Alford to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

Notary Seal

City Seal

City Seal

County Treasurer Seal

Land Surveyor Seal

Notary Seal

Date: September 29, 2021

SMC Consulting Engineers, P.C.  
815 W. Main Street  
Oklahoma City, OK 73106  
Ph.: (405) 232-7715  
Oklahoma CA#464 Exp.: 6-30-2023

RED SKY RANCH PHASE 1 P.U.D.  
FINAL PLAT  
SHEET 1 OF 2

STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION IN THE PLAT OF "RED SKY RANCH PHASE 1". HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNERS ASSOCIATION. OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNERS ASSOCIATION MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

FINAL PLAT  
RED SKY RANCH PHASE 1  
A PLANNED UNIT DEVELOPMENT  
A PART OF THE N.E. 1/4, SECTION 9, T9N, R3W, I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA

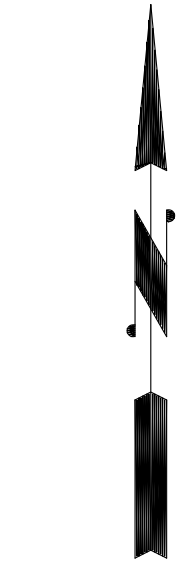
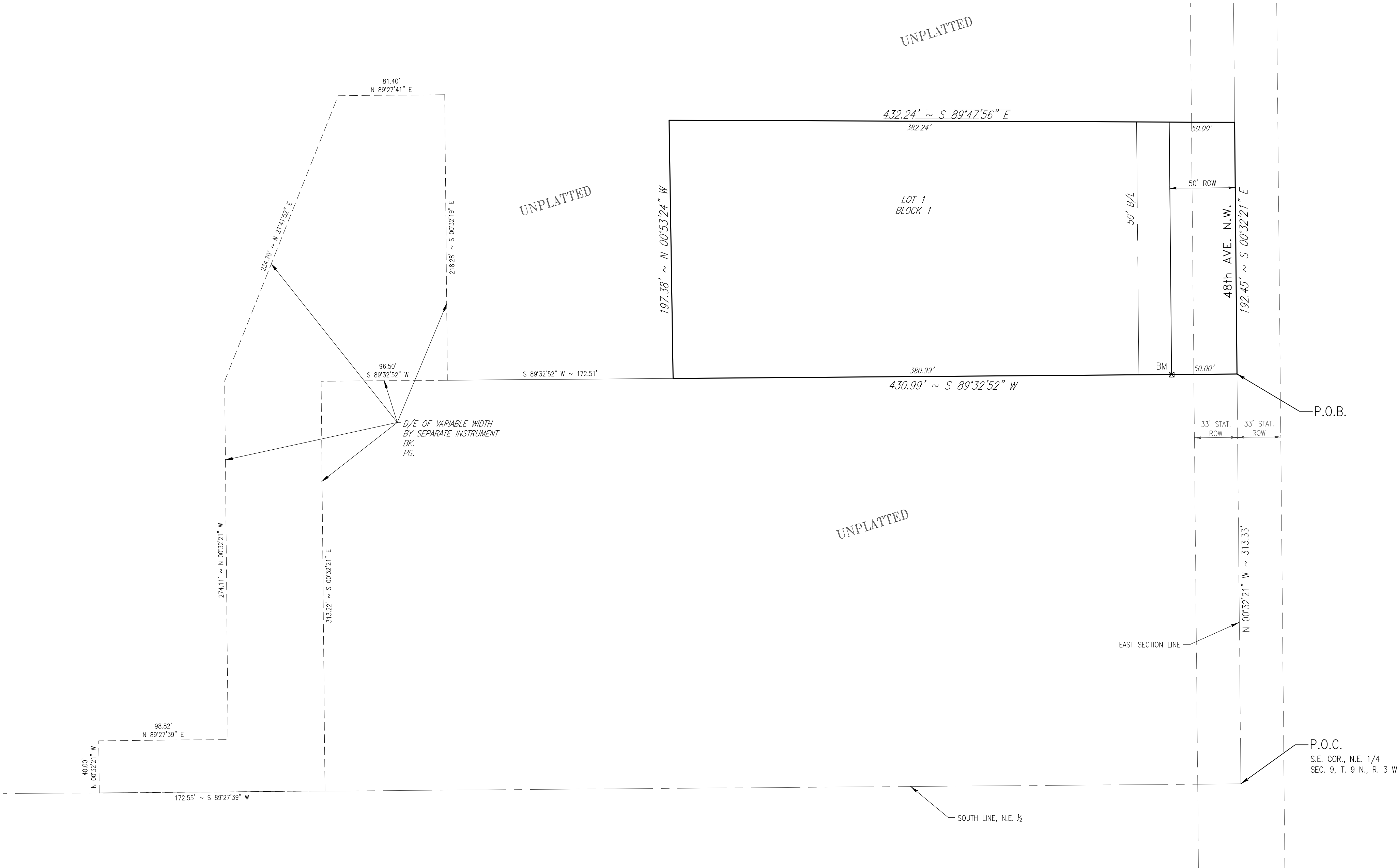
LEGAL DESCRIPTION

A tract of land lying in the Northeast Quarter (N.E. ¼) of Section Nine (9), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma being more particularly described as follows:

COMMENCING at the Southeast corner of said N.E. ¼; THENCE North 00°32'21" West along the East line of said N.E. ¼ a distance of 313.33 feet to the POINT OF BEGINNING;

THENCE South 89°32'52" West a distance of 430.99 feet;  
THENCE North 00°53'24" West a distance of 197.38 feet;  
THENCE South 89°47'56" East a distance of 432.24 feet to a point on said East line;  
THENCE South 00°32'21" East along said East line a distance of 192.45 feet to the POINT OF BEGINNING.

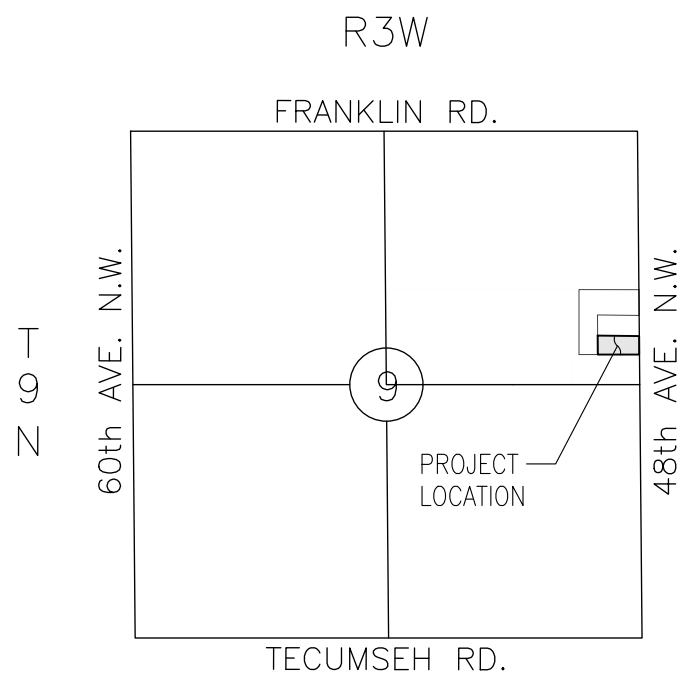
Said tract contains 1.93 acres, more or less.



SCALE: 1" = 50'

THE BEARING OF N 00°32'21" W ON THE EAST LINE OF SECTION 9 WAS USED AS THE BASIS OF BEARING FOR THIS PLAT.

TOTAL LOTS = 1 RESIDENTIAL LOT



LOCATION MAP  
SCALE: 1" = 2000'

NOTES:

- UNLESS OTHERWISE NOTED, I.P.'s W/ C.A. 6333 CAPS WERE SET AT ALL PROPERTY CORNERS.

BENCHMARK: SET BRASS CAP AT INTERSECTION OF S.E. PROPERTY LINE AND RIGHT-OF-WAY LINE

ELEV. = 1157.44

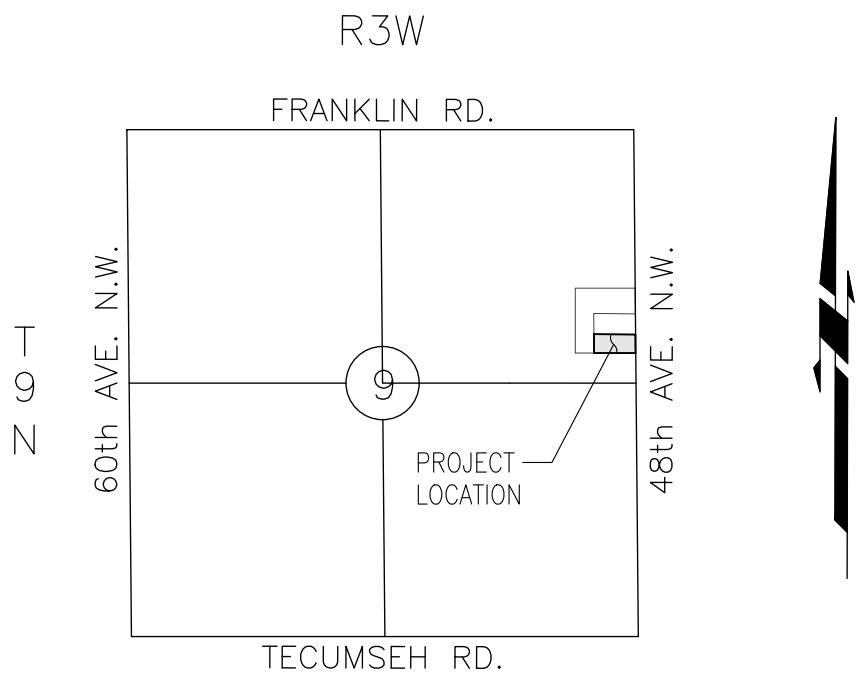
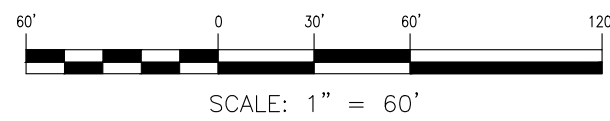
Date: September 29, 2021

D/E = DRAINAGE EASEMENT  
U/E = UTILITY EASEMENT  
B/L = BUILDING LINE  
C.A. = COMMON AREA  
-1000- = ADDRESS

SMC Consulting Engineers, P.C.  
815 W. Main Street  
Oklahoma City, OK 73106  
Ph.: (405)232-7715  
Oklahoma CA#464 Exp.: 6-30-2023

NOTE: THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS U.S. SURVEY FEET.

FINAL SITE DEVELOPMENT PLAN  
**RED SKY RANCH PHASE 1**  
A PLANNED UNIT DEVELOPMENT  
A PART OF THE N.E. 1/4 OF SECTION 9, T9N, R3W, I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP  
SCALE: 1" = 2000'

NOTES:

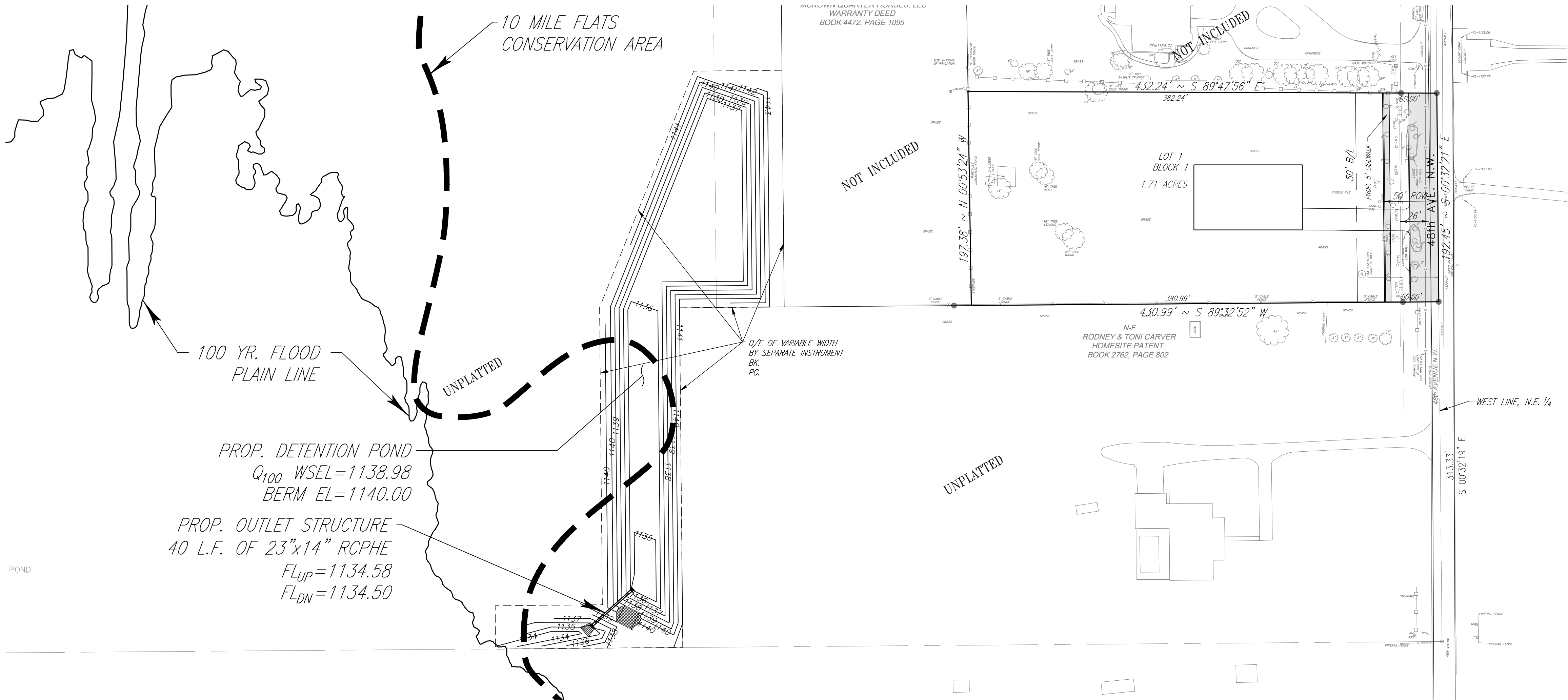
1. ZONING IS PUD.
2. THIS PLAT WILL BE SERVED BY PRIVATE WATER WELLS AND PRIVATE SANITARY SEWER SEPTIC SYSTEMS.
3. STREET AND SIDEWALK IMPROVEMENTS FOR 48th AVE. N.W. WILL BE DEFERRED.
4. SETBACKS SHALL BE AS FOLLOWS:

SIDE YARD - THE MINIMUM SIDE YARD SHALL BE 25 FEET. UNATTACHED ONE-STORY BUILDINGS OF ACCESSORY USE SHALL BE LOCATED AT LEAST TEN (10) FEET FROM THE SIDE PROPERTY LINE, OR FIFTEEN (15) FEET IF MORE THAN ONE-STORY, PROVIDED SUCH STRUCTURES ARE LOCATED WITHIN THE REAR HALF OF THE LOT.

REAR YARD - THERE SHALL BE A REAR YARD HAVING A DEPTH OF AT LEAST THIRTY (30) FEET. UNATTACHED ONE-STORY BUILDINGS OF ACCESSORY USE SHALL BE SET BACK AT LEAST TEN (10) FEET FROM THE REAR PROPERTY LINE, OR FIFTEEN (15) FEET IF MORE THAN ONE STORY, PROVIDED SUCH STRUCTURES ARE LOCATED WITHIN THE REAR HALF OF THE LOT.

STORM DRAINAGE DETENTION FACILITY EASEMENT

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



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**OWNER/DEVELOPER:**  
MCKOWN FAMILY, LLC  
1320 N PORTER  
NORMAN OK 73071  
(405) 364-1152

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

RED SKY RANCH PHASE 1

48th AVE. N.W. & TECUMSEH RD.  
NORMAN, OKLAHOMA

**SMC**  
Consulting Engineers, P.C.  
815 W. MAIN ST.  
OKLAHOMA CITY, OK 73106  
PH: 405-232-7715 Fax: 405-232-7659  
Website: www.smcokc.com

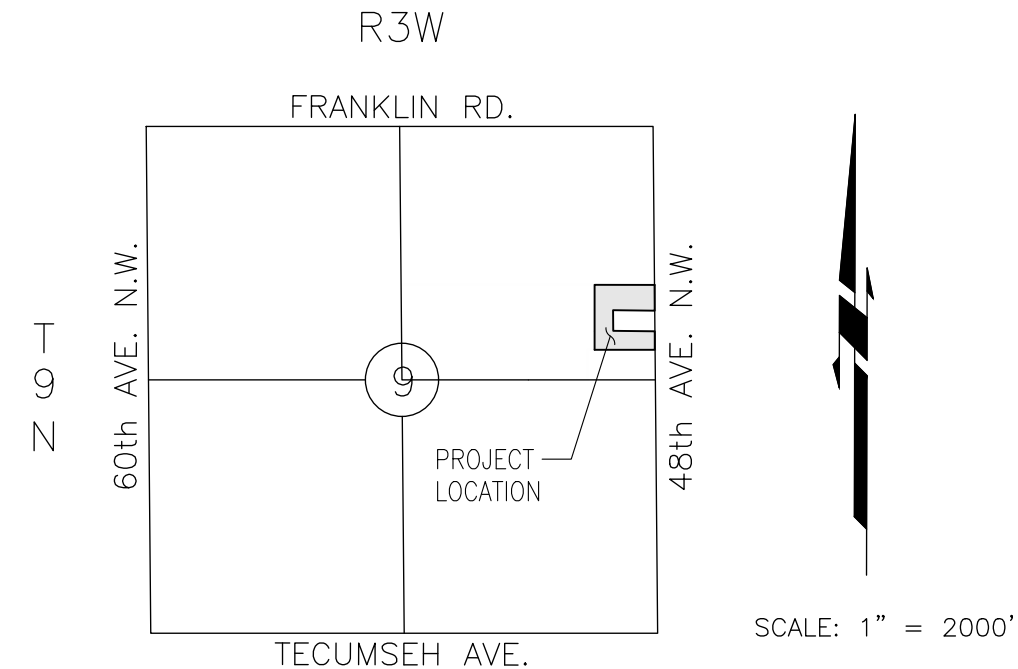
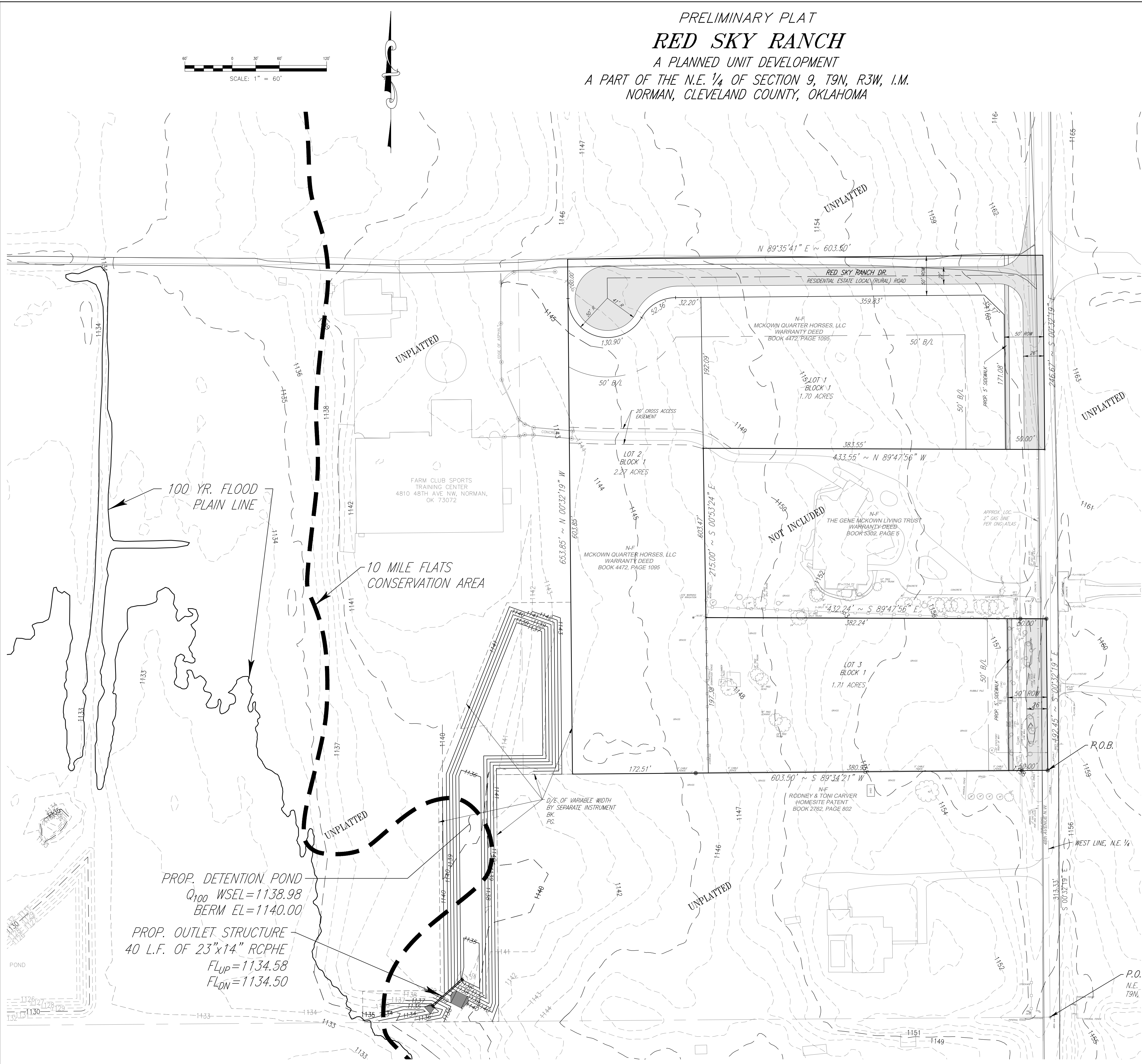
No.	Revision	Added	Sheet	per	city	date	comments
1						10/16/2021	

PROJECT NO.: 5596.01  
DATE: 7/30/2021  
SCALE: 1" = 60'  
DRAWN BY: D.G.  
ENGINEER:  
P.E. NUMBER:

FINAL SITE  
DEVELOPMENT PLAN

SHEET NO.  
1





- NOTES:
- EXISTING ZONING IS A-2. PROPOSED ZONING IS PUD.
  - THIS PLAT WILL BE SERVED BY PRIVATE WATER WELLS AND PRIVATE SANITARY SEWER SEPTIC SYSTEMS.
  - STREET AND SIDEWALK IMPROVEMENTS FOR 48th AVE. N.W. WILL BE DEFERRED.
  - THE FLOOD PLAIN SHOWN IS BASED ON FEMA FIRM PANEL NO. 40027C0170J, EFFECTIVE 1/15/2021.

LEGAL DESCRIPTION

A tract of land being a part of the Northeast Quarter (N.E. 1/4) of Section 9, Township 9 North (T9N), Range 3 West (R3W), of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of the N.E. 1/4 of said Section 9;  
THENCE North 00°32'21" West along the East line of said N.E. 1/4 a distance of 313.33 feet to the POINT OF BEGINNING;  
THENCE South 89°32'52" West a distance of 603.50 feet;  
THENCE North 00°32'19" West a distance of 653.85 feet;  
THENCE North 89°31'25" East a distance of 603.50 feet to a point on the East line of said N.E. 1/4;  
THENCE South 00°32'21" East along said East line a distance of 246.67 feet;  
THENCE North 89°47'56" West a distance of 433.55 feet;  
THENCE South 00°53'24" East a distance of 215.00 feet;  
THENCE South 89°47'56" East a distance of 432.24 feet to a point on the East line of said N.E. 1/4;  
THENCE South 00°32'21" East along said East line a distance of 192.45 feet to the POINT OF BEGINNING.

Said tract contains 6.92 acres, more or less.

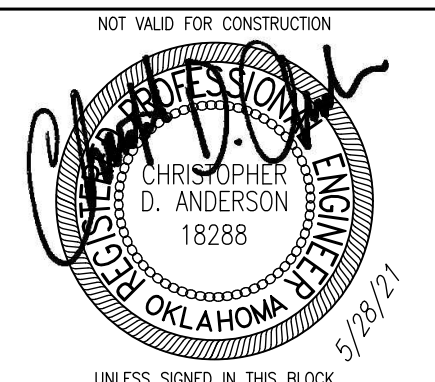
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**OWNER/DEVELOPER:**  
MCKOWN FAMILY, LLC  
1320 N PORTER  
NORMAN OK 73071  
(405) 364-1152

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



RED SKY RANCH  
A PLANNED UNIT DEVELOPMENT

48th AVE. N.W. & TECUMSEH RD.  
NORMAN, OKLAHOMA

**SMC**  
Consulting Engineers, P.C.  
815 W. MAIN ST.  
NORMAN, OK 73106  
PH: 405-232-7715 Fax: 405-232-7659  
Website: www.smcokc.com

No.	Revision	Date	By
1	Revised per city comments	05/13/2021	

PROJECT NO: 5596.00  
DATE: 5/3/2021  
SCALE: 1" = 60'  
DRAWN BY: D.G.  
ENGINEER: Christopher D. Anderson  
P.E. NUMBER: 18288

PRELIMINARY PLAT

SHEET NO.  
1

Engineer's Opinion of Probable Cost  
 Red Sky Ranch SMC Project 5596.00  
 September 20, 2021

48th Ave NW Deferred Paving

Item No.	Description	Unit	Quan.	Unit	Cost
1	5' Sidewalk (Developer installed)	LF	518	\$ 25.30	\$ 13,105.40
2	Excavation & Grading	LS	1	\$ 3,817.00	\$ 3,817.00
3	Erosion Control	LS	1	\$ 264.00	\$ 264.00
4	6" Barrier Curb & Gutter	LF	193	\$ 18.40	\$ 3,551.20
5	2" Type S5 Asphalt Paving	SY	528	\$ 11.28	\$ 5,955.84
6	4" Type S3 Asphalt Paving	SY	413	\$ 11.63	\$ 4,803.19
7	3" Type s3 Asphalt Paving	SY	449	\$ 10.99	\$ 4,934.51
8	6" Modified Subgrade (14% CKD)	SY	449	\$ 5.38	\$ 2,415.62
9	Construction Traffic Control	LF	1	\$ 1,210.00	\$ 1,210.00
					\$ 40,056.76

OK  
 9-23-21



## DEVELOPMENT COMMITTEE

---

FINAL PLAT  
FP-2122-5

DATE:  
September 30, 2021

---

### STAFF REPORT

**ITEM:** Consideration of a Final Plat for **RED SKY RANCH PHASE 1, A PLANNED UNIT DEVELOPMENT.**

**LOCATION:** Generally located 1,600-feet south of West Franklin Road on the west side of 48<sup>th</sup> Avenue N.W.

### **INFORMATION:**

1. Owners. McKown Family, L.L.C.
2. Developer. McKown Family, L.L.C.
3. Engineer. SMC Consulting Engineers, P.C.

### **HISTORY:**

1. October 21, 1961. City Council adopted Ordinance No. 1320 annexing this property into the Norman City Limits without zoning.
2. December 19, 1961. Planning Commission recommended placing this property in the A-2, Rural Agricultural District.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in A-2, Rural Agricultural District.
4. June 10, 2021. Planning Commission, on a vote of 7-0, recommended to City Council placing this property in the PUD, Planned Unit Development District and removing it from A-2, Rural Agricultural District.
5. June 10, 2021. Planning Commission, on a vote of 7-0, recommended to City Council the preliminary plat for Red Sky Ranch Addition, a Planned Unit Development be approved.

6. July 23, 2021. City Council adopted Ordinance No. O-2021-47, placing this property in the PUD, Planned Unit Development and removing it from A-2, Rural Agricultural District.
7. July 23, 2021. City Council approved the preliminary plat for Red Sky Ranch Addition, a Planned Unit Development.

#### **IMPROVEMENT PROGRAM:**

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewer. Public sanitary sewer is not available. The lot will be served with a private sanitary sewer system approved by the Oklahoma Department of Environmental Quality.
4. Sidewalks. Sidewalks will be constructed adjacent to 48<sup>th</sup> Avenue N.W. Staff is recommending deferral of the sidewalk improvements.
5. Storm Sewers. Storm sewers and appurtenant drainage structures have been installed in accordance with approved plans and City drainage standards. Storm water will be conveyed to an existing off plat detention facility.
6. Streets. Currently 48<sup>th</sup> Avenue N.W. is designated as a minor arterial street and will be constructed as a collector street. Staff is recommending deferral of the street paving improvements.
7. Water Mains. Public water mains are not available. The lot will be served by a private water well.

#### **PUBLIC DEDICATIONS:**

1. Easements. All required easements are dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way are dedicated to the City on the final plat.

**SUPPLEMENTAL MATERIAL:** Copies of a location map, preliminary plat, final site development plan and final plat are attached.

**STAFF COMMENTS AND RECOMMENDATION:** The engineer for the developer has requested the City Development Committee review and approve the program of public improvements, final site development plan and final plat for Red Sky Ranch Phase 1, a Planned Unit Development and submit to City Council for consideration.

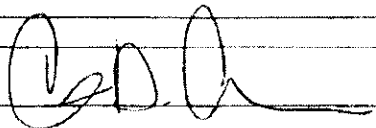
This property consists of 1.71 acres with one large single family residential lot. The Development Committee supports the final site development plan and final plat for Red Sky Ranch Phase 1, a Planned Unit Development with deferral of street paving and sidewalk improvements in connection with 48<sup>th</sup> Avenue N.W. and recommends the final site development plan and final plat be submitted to City Council for its consideration. Deferral of street paving and sidewalk improvements in connection with 48<sup>th</sup> Avenue N.W. has been determined to be \$40,056.76.

The final plat is consistent with the approved preliminary plat.

APPLICATION FOR  
DEVELOPMENT COMMITTEE  
ACTION

Date: 09/28/21

Part I: To be Completed by Applicant:

1. Applicant(s):  
McKOWN FAMILY, LLC  
1320 N. Porter  
Norman, OK 73071  
 Signature of Applicant(s):  
Christopher D. Anderson, PE; Agent

- Telephone Number and Address:  
SMC Consulting Engineers, PC  
815 W. Main Street  
Oklahoma City, OK 405.232.7715
2. Project Name and Legal Description:  
Red Sky Ranch Phase 1
3. Action Request of Development Committee:  
Please approve the program of public improvements, final site development plan and final plat and  
Request the submittal of the final site development plan and final plat to City Council for consideration.

Part II: To Be Completed by Development Committee:

Development Committee Met on: September 30, 2021

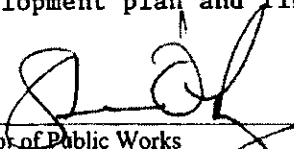

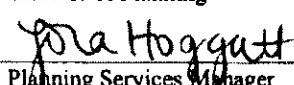
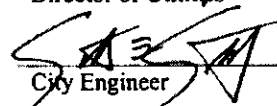
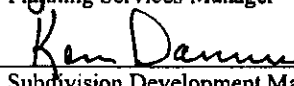
Development Committee Findings:

The engineer for the owner has requested the Development Committee approve the  
program of public improvements, final site development plan and final plat for  
Red Sky Ranch Phase 1 and submit to the City Council for consideration.

Development Committee Recommendations:

The Development Committee approves the program of public improvements which  
consist of street paving and sidewalks. However it is recommended these  
be deferred until an overall project is created. The Development Committee  
approves the final site development plan and final plat. The final site  
development plan and final plat will be submitted to City Council.

Record of Acceptance:

	Yes	No		Yes	No
 Director of Public Works	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
 Director of Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Planning Services Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 City Engineer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Subdivision Development Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**File Attachments for Item:**

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-124:  
BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MACARTHUR ASSOCIATED CONSULTANTS, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$15,000 FOR A REVISED CONTRACT AMOUNT OF \$302,000 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE GRAY STREET TWO-WAY 2019 BOND PROJECT.





## CITY OF NORMAN, OK STAFF REPORT

### Item 17

**MEETING DATE:** 10/12/2021

**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 AMENDMENT NO. ONE TO CONTRACT K-1920-124: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MACARTHUR ASSOCIATED CONSULTANTS, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$15,000 FOR A REVISED CONTRACT AMOUNT OF \$302,000 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE GRAY STREET TWO-WAY 2019 BOND PROJECT.

#### BACKGROUND:

On April 2, 2019, the citizens of Norman voted in favor of a \$72 million transportation bond issue, which includes nineteen (19) projects. With the anticipated \$67 million in federal transportation grant funds being leveraged for these projects, approximately \$139 million is budgeted for the nineteen (19) projects.

On August 19, 2019, City staff advertised Request for Proposal RFP 1920-16 to solicit Consulting Engineering Services for the fourteen (14) bond projects still requiring design. This RFP was written to select a group of consultants to complete the design on the remaining 2019 Transportation Bond Projects that will be completed over the next ten (10) years. Twenty-two (22) proposals were received by the 4:00 pm deadline on September 12, 2019. The selection committee consisting of three (3) City staff (Scott Sturtz, City Engineer, Tim Miles, Capital Projects Engineer, and Paul D'Andrea, Capital Projects Engineer) and two (2) citizens (Luis Malave, ODOT Purcell Resident Engineer, and Brent Everett, OU Assistant Director of Architectural & Engineering Services) shortlisted nine (9) consultant teams for interviews held on October 2, 2019. Five (5) consultant teams were selected after interviews to complete the design on the first set of projects:

- Cabbiness Engineering, Norman
- Cowan Group, Oklahoma City
- Freese and Nichols, Oklahoma City
- MacArthur Associated Consultants, Oklahoma City
- Olsson Associates, Oklahoma City

These consultants were assigned the various projects by City staff based on capacity, performance on their current projects and capabilities of their firm to complete a specific project. An additional selection process for professional services may be needed in the future if these five firms are not able to complete the program to the City's expectations.

On April 28, 2020 the City Council approved Contract K-1920-124, with MacArthur Associated Consultants, LLC, in the amount of \$287,000 for design of the Gray Street Two-Way 2019 Bond Project.

**DISCUSSION:**

To enhance safety and better serve businesses along the alignment of Gray Street, the design of the Gray Street Two-way 2019 Bond Project, will be modified to include "reverse angle parking" on both sides of the roadway. This change in concept will require additional design and redesign of parking throughout the Gray Street corridor. This amendment is to revise the scope of the original contract and compensate MacArthur Associated Consultants, LLC for the additional design requirements.

**RECOMMENDATION:**

Staff recommends approval of Amendment No. 1 to Contract K-1920-124 between the City of Norman, OK and MacArthur Associated Consultants, LLC, in the amount of \$15,000 to provide additional design services utilizing funds from the Gray Street Two-Way 2019 Bond Project Design (Account 50594019-46201; Project BP0424).

## AMENDMENT NO. 1 TO AGREEMENT K-1920-124

### SCOPE OF SERVICES

#### ATTACHMENT

The following general scope of services shall be made part of the Agreement dated April 28, 2020 and shall supplement Attachment A of the Scope of Services of the original agreement.

The scope for City of Norman Contract No. K-1920-124 (Gray Street Two-Way Conversion Bond Project) calls for the conversion of the existing 3-lane one-way roadway into a two-way Street. The scope includes traffic signal modifications, modifications to on-street parking, ADA compliant sidewalks, streetscaping elements, drainage improvements and improvements to the railroad crossing.

All the design elements will continue as originally scoped, except for the on-street parking. The original scope assumed that the on-street parking would consist of traditional angled parking stalls and only be modified as needed to accommodate the conversion into a two-way street. That meant that the existing parking stalls on the south side of the road would need to be reoriented in the opposite direction. After the 30% submittal, The City of Norman began considering alternative on-street parking configurations. Ultimately, the decision was made to proceed with reverse-angle parking.

This supplement is for the work it takes to update the plans based on a reverse-angle parking design. The parking stalls on both sides of the street will need to be flipped in the opposite direction from which they were oriented in the preliminary design plans. No other changes in scope are included in this supplement.

SUPPLEMENTAL TASK	COMPENSATION
Task 1 – Roadway / Street <sup>^</sup>	\$ 15,000.00
<b>TOTAL COMPENSATION</b>	<b>\$ 15,000.00</b>

<sup>^</sup>In addition to original contract amount.

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and MacArthur Associated Consultants, LLC. have executed this Agreement.

DATED this \_\_\_\_th day of \_\_\_\_\_, 2021.

The City of Norman  
(OWNER)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

MacArthur Associated Consultants, LLC.  
(CONSULTANT)

Signature  \_\_\_\_\_

Name Keith B. Angier

Title Vice-President

Date 16 September, 2021

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
City Attorney







# Project Details

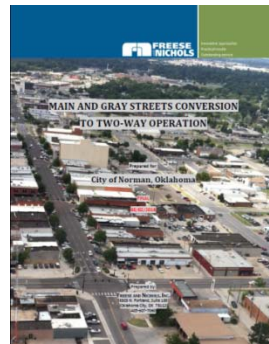
## Gray Street Two-Way Conversion

### Scope

- ✓ Traffic Signal Modifications
- ✓ Intersection Widening
- ✓ Four-Quadrant Gate Systems at Railroad Crossing
- ✓ Restriping
- ✓ Signage

#### Key Issues:

Preservation of Railroad Quiet Zone and traffic impact of James Garner Avenue connection to Flood Avenue



Key Stakeholder



Construction Cost (Federal Share)	Total Cost	Bond Cost
\$0	\$5,300,000	\$5,300,000





**File Attachments for Item:**

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$45,000 FOR A REVISED CONTRACT AMOUNT OF \$358,109 FOR THE FYE 2022 SIDEWALK CONCRETE PROJECTS USING FUNDS PREVIOUSLY ALLOCATED FOR SIDEWALKS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

### Item 18

**MEETING DATE:** 10/12/2021

**REQUESTER:** Nate McNeely, Engineering Assistant

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$45,000 FOR A REVISED CONTRACT AMOUNT OF \$358,109 FOR THE FYE 2022 SIDEWALK CONCRETE PROJECTS USING FUNDS PREVIOUSLY ALLOCATED FOR SIDEWALKS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

#### BACKGROUND:

The FYE 2022 Annual Sidewalk Program, consists of five projects: Sidewalk Accessibility, Sidewalk Program for Schools & Arterials, Sidewalks & Trails, Downtown Sidewalks & Curbs and Citywide Sidewalk Reconstruction. Collectively, they are budgeted for \$330,000 annually. In recent years, City Staff has experienced success in achieving economy of scale by bundling these projects into a singular contract, enabling more sidewalk work at lower costs than if bid independently.

FYE 2022 Annual Sidewalk Program (K-2122-1) went to bid on May 13, 2021, with Nash Construction Company submitting the winning bid of \$313,109. The contract was approved by City Council on July 13, 2021. Work began on August 10, 2021 and we are on target to complete all projects before the end of November, with the exception of the Citywide Sidewalk Reconstruction Project which runs until the end of the fiscal year or until project funds are depleted.

The Citywide Sidewalk Reconstruction Project is a sub-project to the Annual Sidewalk Program, but is the parent project for two essential sidewalk needs. The primary function is the Sidewalk and Curb Replacement Participation Program (SCRPP), also known as the "50/50" program. The SCRPP enables and encourages residents to have their residential sidewalk hazards repaired at a 50% cost share with the city and the ability to leverage the city contractor to perform the work at a reduced cost due to the economy of scale achieved with the bundling multiple sidewalk programs under a single contract. The second function addresses sidewalk hazard repairs along arterial roads that are reported by residents, at 100% City cost. These have

historically been performed by the City because they are high pedestrian traffic areas, are in the best interest of the City to promote safe accessibility and are often in locations spanning multiple properties.

The Citywide Sidewalk Reconstruction Project is budgeted for \$50,000 annually and was adjusted to \$56,656 for FYE 2022 based on contractor bid quantities for materials. As of September 17, 2021 we have completed 21 projects under this sub-project at an estimated cost of \$30,000. We have 24 additional open projects in queue, estimated at \$71,000 pending resident participation. Additionally, City Staff receives 5-10 sidewalk hazard reports and/or "50/50" program applications each week.

#### DISCUSSION:

The \$330,000 FYE 2022 budget for these projects leaves a surplus of \$16,891 in unencumbered funds for the FYE 2022 Annual Sidewalk Program. We also have reciprocal funds from prior years that have rolled forward and can be allocated toward this program. This change order proposes expanding the FYE 2022 Citywide Sidewalk Reconstruction Project (50/50 Program) by \$45,000 with resources previously allocated for sidewalks, while remaining beneath the 15-percent threshold of the original contract bid, in accordance with the Public Competitive Bidding Act of 1974.

If approved, these funds will extend the Citywide Sidewalk Reconstruction Project to rectify sidewalk hazards reported by Norman residents. If not approved, Contract K-2122-1 will be completed and closed in December 2021 and there will be no active mechanism to assist residents with reported sidewalk hazards.

#### FYE 2022 Sidewalk Concrete Projects Budget & Allocation

Sub-Program	Account #	Project #	FYE 2022 Budget	Actual FYE 2022 Bid: Adjusted/Encumbered	Available from FYE 2022 Budget
Sidewalk Accessibility	50593316-46101	TC0238	\$30,000.00	\$27,931.00	
Sidewalk Program for Schools & Arterials	50593317-46101	TC0249	\$80,000.00	\$53,362.00	
Sidewalks & Trails	50591179-46101	TC0262	\$120,000.00	\$123,789.00	
Downtown Sidewalks & Curbs	50597716-46101	TC0274	\$50,000.00	\$51,362.00	
Citywide Sidewalk Reconstruction (50/50)	50590052-46101	TC0273	\$50,000.00	\$56,656.00	
<b>Totals</b>			<b>\$330,000.00</b>	<b>\$313,109.00</b>	<b>\$16,891.00</b>

**Total Sidewalk Concrete Projects Availability**

<b>Sub-Program</b>	<b>Account #</b>	<b>Project #</b>	<b>Total Available/Unencumbered Funds *</b>
Sidewalk Accessibility	50593316-46101	TC0238	\$7,444.81
Sidewalk Program for Schools & Arterials	50593317-46101	TC0249	\$59,898.29
Sidewalks & Trails	50591179-46101	TC0262	\$24,499.57
Downtown Sidewalks & Curbs	50597716-46101	TC0274	\$12,082.51
Citywide Sidewalk Reconstruction (50/50)	50590052-46101	TC0273	\$33,198.39
<b>Totals</b>			<b>\$137,123.57</b>
<b>After Change Order #1 Approved</b>			<b>\$92,123.57</b>

\* Unencumbered funds from current project year + prior years rolled forward + 50/50 Program revenue

**RECOMMENDATION NO. 1:**

Staff recommends that Change Order No. 1 increasing Contract K-2122-1 with Nash Construction Company by \$45,000 be approved.

**RECOMMENDATION NO. 2:**

Staff further recommends approval of the use of \$45,000 accordingly:

- Transfer \$45,000 from Account 50593317-46101, Project TC0249 to Account 50590052-46101, Project TC0273, Purchase Order 22000397

CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1DATE: Friday, September 17, 2021CONTRACT NO.: K-2122-01SUBMITTED BY: Nate McNeelyPROJECT: FYE 2022 SIDEWALK CONCRETE PROJECTSCONTRACTOR: Nash Construction Co.Address: 700 S. Irving Ave.City, State, Zip: Oklahoma City, OK 73129Original Completion Date: June 30, 2022Previous Completion Date: June 30, 2022 ORIGINAL CONTRACT AMOUNT: \$313,109.00(Increase) this change order 0 Calendar daysNew Completion Date UNCHANGED PRESENT CONTRACT AMOUNT: \$313,109.00

DESCRIPTION	DECREASE	INCREASE
<u>See Attached "Change Order Detail"</u>	\$0.00	\$45,000.00

Note: This change order is based completely on the unit prices from the original contract. There are no new items.

NET CHANGE: \$45,000.00REVISED CONTRACT AMOUNT \$358,109.00CONTRACTOR:  DATE: 9/17/21

CITY ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY ATTORNEY: \_\_\_\_\_ DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(Mayor)



CHANGE ORDER DETAIL  
CHANGE ORDER NO. 1  
City of Norman  
Cleveland Co., Oklahoma

Project Name: FYE 2022 SIDEWALK CONCRETE PROJECTS

Design Engineer/Manager: Nate McNeely

Address/Phone: 201 WEST GRAY  
NORMAN, OK 73070  
405.366.5315

Project Account Number's: TC0273

Contract No. K-2122-1

- A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change Orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change Orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a re-advertising for bids on the incomplete portions of the contract.
- D. All change orders shall contain a unit price and total for each of the following items:
  - 1. All materials with cost per item; and
  - 2. Itemization of all labor with number of hours per operation and cost per hour; and
  - 3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type; and
  - 4. Itemization of insurance cost, bond cost, social security, taxes, worker's compensation, employee benefits and overhead cost; and
  - 5. Profit for the contractor.
- E. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
- F. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection D of this section.
- G. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

CHANGE ORDER (Continued)

CHANGE ORDER NO. 1PROJECT NAME: FYE 2022 SIDEWALK CONCRETE PROJECTS

	Description		
	<b>FYE 2022 Citywide Sidewalk Reconstruction</b>		
	Acct. No. 50590052-46101 Proj. No. TC0273		
Item	Description	Decrease	Increase
8	Removal of Concrete Sidewalk		
	450 SY x \$10.00/SY=		\$4,500.00
10	Removal of 6" Concrete Pavement		
	100 SY x \$10.00/SY=		\$1,000.00
12	Sawing Pavement/Sidewalk		
	200 LF x \$5.00/LF =		\$1,000.00
13	4" Concrete Sidewalk		
	450.00 SY x \$48.00/SY =		\$21,600.00
19	6" Concrete (HES 3000 PSI)		
	100 SY x \$58.00/SY =		\$5,800.00
20	Sidewalk Ramps		
	40 SY x \$175.00/SY =		\$7,000.00
27	1/2" Joint Dowel		
	100 x \$7.00/Each		\$700.00
30	Removal of Curb and Gutter		
	100 LF x \$10.00/LF =		\$1,000.00
31	Concrete Curb and Gutter		
	100 LF x \$24.00/LF =		\$2,400.00
	<b>Total increase FYE 2022 Citywide Sidewalk Reconstruction</b>		<b>\$45,000.00</b>

PROJECT NAME: FYE 2022 SIDEWALK CONCRETE PROJECTS

		<b>Decrease</b>	<b>Increase</b>
	<b>GRAND TOTAL</b>	<b>\$0.00</b>	<b>\$45,000.00</b>

**File Attachments for Item:**

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. THREE TO CONTRACT K-2021-35 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FLINTCO L.L.C., INCREASING THE CONTRACT AMOUNT BY \$102,609.21 FOR A REVISED CONTRACT AMOUNT OF \$8,890,503.84 AND ADDING 58 CALENDAR DAYS TO THE CONTRACT TO PROVIDE VARIOUS CHANGES TO PROJECT DESIGN FOR THE NORTH BASE COMPLEX PROJECT, PHASE 1.

**Item 19****CITY OF NORMAN, OK  
STAFF REPORT**

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**MEETING DATE:** 10/12/2021

**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. THREE TO CONTRACT K-2021-35 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FLINTCO L.L.C., INCREASING THE CONTRACT AMOUNT BY \$102,609.21 FOR A REVISED CONTRACT AMOUNT OF \$8,890,503.84 AND ADDING 58 CALENDAR DAYS TO THE CONTRACT TO PROVIDE VARIOUS CHANGES TO PROJECT DESIGN FOR THE NORTH BASE COMPLEX PROJECT, PHASE 1.

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**BACKGROUND:**

**Parks Maintenance Facility:** On October 13, 2015, the citizens of Norman voted to fund the Norman Forward Program with a limited term ½ percent sales tax increase for 15 years. This initiative included a number of high-priority projects outlined in the 2014 Library Master Plan Update, the 2009 Norman Parks and Recreation Master Plan and additional projects designed to provide recreational opportunities for Norman residents. One such project was the construction of the Griffin Park Sports Complex.

The Norman Forward Program includes a Maintenance Facility for the City of Norman Parks and Recreation Department. This facility was originally to be relocated from Reaves Park to Griffin Park; however, the City now intends to construct a new Parks, and City Transit/Public Safety Maintenance Facility adjacent to the City's current Fleet Maintenance Facility at the North Base Complex, located at approximately 1300 Da Vinci Street near the Norman Municipal Airport. The proposed multi-departmental facility will provide maintenance for City Parks and Recreation vehicles and equipment, City Transit System buses, and Public Safety vehicles and equipment.

**Transit Maintenance Facility:** In August of 2018, University of Oklahoma officials advised City of Norman staff of their desire to transfer non-campus bus services in Norman to another operator by the end of the 2019 fiscal year. On July 1, 2019, operation of non-campus bus services in Norman were transferred from the University to the City.

On July 30, 2019, the City Council approved Contract K-1920-32, leasing a portion of University-owned property located at 510 Chesapeake, commonly referred to as the OU Transportation Operations Center, for office space, maintenance bays, and fleet storage, until December 31, 2019. On December 10, 2019, the City and the University extended that lease agreement until

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June 30, 2020. On April 28, 2020, the City and the University extended that lease agreement until December 31, 2020. The latest extension of this agreement lasts through December 31, 2021.

North Base Complex Design: On March 14, 2017, the Norman City Council approved Contract K-1617-114 with PDG, LLC d.b.a. Planning Design Group (PDG) in the amount of \$761,000 for Professional Architectural Design Services for the Griffin Park Sports Complex.

Because PDG was performing the professional architectural design services for the Griffin Park Sports Complex, City staff recommended amending their contract to include design of the new Parks Maintenance Facility. These services were over and above those included in Contract K-1617-114. Due to the desire to co-locate the Parks, City Transit and Public Safety Maintenance Facilities at the North Base Campus, staff further recommended including master planning and design of the City Transit and Public Safety Maintenance Facilities in the amended contract.

On August 27, 2019, City Council approved Amendment No. 1 to Contract K-1617-114 with PDG in the amount of \$430,280 to add the City Park Maintenance Facility and Transit/Public Safety Maintenance Facility to the existing contract for the Griffin Park Sports Complex.

On April 14, 2020, City Council approved Amendment No. 3 to Contract K-1617-114 with PDG in the amount of \$316,370 to increase the project scope to add bidding services and construction administration services for the City Park Maintenance Facility and Transit/Public Safety Maintenance Facility to the existing contract for the Griffin Park Sports Complex.

On September 8, 2020, City Council approved Amendment No. 5 to Contract K-1617-114 with PDG in the amount of \$49,500 for additional architectural design services for the proposed City Parks and Transit/Public Safety Maintenance Facility to include proposed building and parking revisions, project phasing, renderings, and inclusion of federal third party contracting requirements needed for FTA Grant funding.

On September 8, 2020, the City Council approved Amendment No. 4 to Contract K-1516-110 between the City of Norman, Oklahoma, Norman Municipal Authority, and ADG, P.C., in the amount of \$157,180 adding Construction Phase Services for the North Base Complex, Phase 1 Project to the scope of projects receiving program management services.

On October 13, 2020, the City Council approved Contract K-2021-35 with Flintco LLC, in the amount of \$8,648,000 for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

On March 9, 2021, the City Council approved Change Order No. 1 to Contract K-2021-35 with Flintco LLC, in the amount of \$64,737.65 and adding 20 Calendar Days to the contract to add design revisions and add conditions of the federal grant funds not originally accounted for in the bid documents for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

On July 13, 2021, the Norman City Council approved Change Order No. 2 to Contract K-2021-35 with Flintco LLC, in the amount of \$76,156.98 and adding 39 Calendar Days to the contract to



address additional design changes for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

## **DISCUSSION:**

As construction progressed on the North Base Phase 1 project, design revisions were submitted to the contractor to cover elements of the design and conditions of the project not originally accounted for in the bid documents, but were required for the successful completion of the project scope. Furthermore, the City requested several changes to the original design to provide for better use of the finished facility. In addition, current supply chain issues have affected the availability of certain specified items to the point where the specified items must be replaced with similar alternates that, in some cases, required revisions to the project cost. Finally, weather and supply chain issues have caused delays outside of the contractor's control, prompting the need to amend the contract completion date. These changes include the following items:

- Revisions 7 and 8 outlining various minor changes to mechanical, electrical, and plumbing design, to allow for additional and relocated equipment needs.
- Revision 9 for the relocation of the perimeter fence and gate on the west side of the project to encompass the ultimate build out of the entire project site. This requires additional paving and fence to be installed, but will save costs for subsequent planned phases.
- Change of specified tile due to supply issues
- Addition of curbs around roof hydrants
- Change of lubrication equipment and controller due to unavailability of the specified system
- Additional wall finishes required due to clarifications of items not clearly shown on original plans
- Weather delay days
- Additional delay days for steel supply issues outside of the contractor's control.

These changes result in an overall increase of the lump sum contract amount of \$102,609.21 or 1.19% of the original contract amount. Of that amount, \$89,237.84 would apply to the Base Bid (Transit/Public Safety Maintenance Facility), and \$13,371.37 would apply to Bid Alternate No. 1 (Parks Maintenance Facility). If approved, the overall contract amount will have increased from \$8,648,000.00 to \$8,890,503.84 for an overall project increase to date of 2.80%.

In addition to the cost increase, an additional 58 construction days are required to account for the project weather and supply chain delays. The additional days would result in a completion date of November 24, 2021.

Funds for the increase are currently available within the Transit/Fire Maintenance Facility, Construction Project Construction account (Account 50193365-46101; Project BG0252).

## **RECOMMENDATION:**

Staff recommends approval of Change Order No. 3 for the North Base Complex, Phase 1, Contract K-2021-35 with Flintco, LLC of Oklahoma City, Oklahoma in the amount of \$102,609.21 plus 58 additional calendar days, for the Base Bid and Bid Alternate No. 1.



CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 003DATE: October 12, 2021CONTRACT NO.: K-2021-35SUBMITTED BY: Paul D'AndreaPROJECT: North Base Complex, Phase 1

CONTRACTOR: Flintco, LLC  
2302 S. Prospect  
Oklahoma City, Oklahoma 73129

Original Completion Date: July 30, 2021Previous Completion Date: September 27, 2021 ORIGINAL CONTRACT AMOUNT \$ 8,648,000.00(Increase) this change order 58 Calendar daysNew Completion Date: November 24, 2021 PRESENT CONTRACT AMOUNT \$ 8,787,894.63

DESCRIPTION	DECREASE	INCREASE
Change in Pay Quantities	\$0.00	\$102,609.21

NET CHANGE \$102,609.21REVISED CONTRACT AMOUNT \$8,890,503.84

See Detailed Quantity Change Summary on Page 2 of 2.

## North Base Complex Phase 1

[illegible]

CONTRACTOR: Thulys Inc  
ENGINEER: David D. [Signature]  
CITY ATTORNEY: \_\_\_\_\_  
ACCEPTED BY: \_\_\_\_\_  
(Mayor)

DATE: 9-28-21

DATE: 9-28-21

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## Owner Change Order

Change Order Number: 003

## City of Norman - North Base Complex Phase 1

1310-1380 DA Vinci Street  
Norman, Oklahoma 73069

Flintco LLC (40-000)

Project # 20136

Date: 9/28/2021

## To Owner:

City of Norman  
201-C West Gray  
Norman, Oklahoma 73069

Contract Number: K-2021-35

Contract Date: 10/13/2020

The Contract is hereby revised by the following items:

## Details

Includes Costs for the Following:

- Revision 7
- Revision 8
- Revision 9
- Additional Safety Stripping
- Additional Security & Access Control
- Tile Change (Excluding Markup)
- Change to Sliding Glass Window
- Addition of Roof Hydrant Curbs
- TAC Conduit Sizing Change
- Addition of Electrical for Lubrication Controller
- Split Additional Cost of Lubrication Controller (Excluding Markup)
- Additional FRP
- Additional Backer Board
- Weather Delay Days Thru 09/22/2021\*\*\*

Items with \*\*\* have no cost impact.

PCO #	Title	Amount
003	Change Order No. 003	\$102,609.21
<b>PCO Total:</b>		<b>\$102,609.21</b>

The original Contract Value	\$8,648,000.00
Sum of changes by prior Prime Contract Change Orders	\$139,894.63
The Contract Value prior to this Prime Contract Change Order	\$8,787,894.63
The Contract Value will be changed by this Prime Contract Change Order in the amount of	\$102,609.21
The new Contract Value including this Prime Contract Change Order will be	<b>\$8,890,503.84</b>
The Contract duration will be changed by	58 days
The revised Substantial Completion date as of this Prime Contract Change Order	11/24/2021



**Flintco, LLC**

CONTRACTOR

2302 S. Prospect  
Oklahoma City, Oklahoma 73129

Address

By

SIGNATURE

DATE

**City of Norman**

OWNER

201-C West Gray  
Norman, Oklahoma 73069

Address

By

SIGNATURE

DATE

**GSB, Inc. Architects & Planners**

ARCHITECT

3555 NW 58TH Street, Suite 700W  
Oklahoma City, OK 73112

Address

By

SIGNATURE

DATE

**PROPOSED CHANGE ORDER SUMMARY--- CONSTRUCTION MANAGER****Construction Manager:**

Flintco, LLC

**THE CITY OF NORMAN**Proj Name/ #: Norman North Base - Phase 1 / 20136 (Main Job)PCO No.: #003

REV 7, REV 8, REV 9, Add Safety Stripping, Add Security &amp; Access Control, Tile Change, Add Sliding Glass Window, Add Roof Hydrant Curbs, TAC Conduit Size Change, Add Elec and Cost for Lubrication Controller, Additional FRP and Add Backer Board

PCO Title:

PCO Date: 9/22/2021

<b>1.</b>	<b>Subcontractors' Work</b> (enter amounts from Subcontractor Summary Sheets)		
DIV 22/23	Orcutt (REV 7)	\$	2,723.00
DIV 26	DSE (REV 7)	\$	1,078.00
DIV 22/23	Orcutt (REV 8)	\$	7,662.00
DIV 26	DSE (REV 8)	\$	1,560.00
DIV 06	Alpha Omega (REV 8)	\$	3,810.00
DIV 09	Wiljo (REV 8)	\$	583.00
DIV 02	Midwest Wrecking (REV 9)	\$	1,140.00
DIV 32	Turning Point (REV 9)	\$	10,730.00
DIV 26	DSE (REV 9)	\$	5,951.00
DIV 32	American Fence (REV 9)	\$	15,000.00
DIV 09	Ardor (Add Safety Stripping)	\$	4,760.00
DIV 26	DSE (Add Security & Access Control)	\$	833.00
DIV 09	Apex (Tile Change) - Note: Excludes Markup	\$	780.50
DIV 08	Tepco (Change to Sliding Glass Window)	\$	1,005.00
DIV 22/23	Orcutt (Addition of Roof Hydrant Curbs)	\$	1,980.00
DIV 22/23	Orcutt (TAC Conduit Sizing Change)	\$	676.80
DIV 26	DSE (Addition of Electrical Box for Lubrication Controller)	\$	121.00
DIV 09	Wiljo (RFI #33 - Additional FRP)	\$	400.00
DIV 09	Wiljo (RFI #61 - Additional of Backer Board) - Fleet	\$	7,350.00
DIV 22/23	Orcutt (Split Additional Cost of Lubrication Controller) - Note: Excludes Markup	\$	2,106.40
	Subtotal for Subcontractors' Work	\$	70,249.70
<b>2.</b>	<b>Itemized Direct Project Management Cost Increases (if any)</b>		
	Field Engineer (Layout): 1 Days @ \$70/HR	\$	560.00
	Labor Foreman: 0 Days @ \$65/HR	\$	-
	Burden Rate (58% DPM Costs)	\$	324.80
	Subtotal for Direct Project Management Cost Increases (if any)	\$	884.80
	Subtotal 1. + 2.	\$	71,134.50
<b>3.</b>	<b>Construction Manager's Self Performed Work</b>		
DIV 06	Oakridge (REV 8)	\$	1,604.71
DIV 05	Oakridge (REV 9)	\$	2,745.74
	Clean-Up: 1 Days @ \$45/HR (Incl. Burden Rate @ 58%)	\$	360.00
	Subtotal for Construction Manager's Self Perfrom Work	\$	4,710.45
	<b>Subtotal, Cost of Work and Direct Proj Mgmt Cost</b>	\$	75,844.95
<b>4.</b>	<b>Construction Manager Fee</b> (Percent of Subtotal 1. and 2. above)	10.00%	\$ 6,824.76
<b>5.</b>	<b>Construction Manager Overhead</b> (Percent of Subtotal 1. and 2. above)	5.00%	\$ 3,412.38
<b>6.</b>	<b>CM's Liability Insurance</b>	0.65%	\$ 559.53
<b>7.</b>	<b>Subcontractor Default Insurance, if authorized (% of Subcontractor Subtotal)</b>	1.60%	\$ 1,386.27
<b>8.</b>	<b>CM's Builders Risk Insurance</b>	0.55%	\$ 484.15
<b>9.</b>	<b>Project Bonds</b>	0.82%	\$ 725.80
<b>Total Cost of Chan</b>			\$ 89,237.84

Approved for Construction -- Any cost component may be adjusted in accordance with the Agreement for At-Risk Construction Management Services.

Construction Manager

Architect/Engineer

Owner

**PROPOSED CHANGE ORDER SUMMARY--- CONSTRUCTION MANAGER****Construction Manager:**

Flintco, LLC

**THE CITY OF NORMAN**

Proj Name/ #: Norman North Base - Phase 1 / 20146 (Alternate)

PCO No.: #003

REV 7, REV 8, REV 9, Add Security &amp; Access Control, Tile Change, Add Roof Hydrant

PCO Title: Curbs, TAC Conduit Size Change and Add Backer Board

PCO Date: 9/22/2021

<b>1.</b>	<b>Subcontractors' Work</b> (enter amounts from Subcontractor Summary Sheets)		
DIV 26	DSE (REV 7)	\$	80.00
DIV 26	DSE (REV 8)	\$	643.00
DIV 22/23	Orcutt (REV 9)	\$	2,981.00
DIV 26	DSE (REV 9)	\$	436.00
DIV 26	DSE (Add Security & Access Control)	\$	664.00
DIV 09	Apex (Tile Change) - Note: Excludes Markup	\$	780.50
DIV 22/23	Orcutt (Addition of Roof Hydrant Curbs)	\$	1,980.00
DIV 22/23	Orcutt (TAC Conduit Sizing Change)	\$	451.20
DIV 09	Wiljo (RFI #61 - Addition of Backer Board)	\$	3,110.00
	Subtotal for Subcontractors' Work	\$	11,125.70
<b>2.</b>	<b>Itemized Direct Project Management Cost Increases (if any)</b>		
	Field Engineer (Layout): 0 Days @ \$70/HR	\$	-
	Labor Foreman: 0 Days @ \$65/HR	\$	-
	Burden Rate (58% DPM Costs)	\$	-
	Subtotal for Direct Project Management Cost Increases (if any)	\$	-
	Subtotal 1. + 2.	\$	11,125.70
<b>3.</b>	<b>Construction Manager's Self Performed Work</b>		
DIV 06	Oakridge (REV 8)	\$	221.03
	Clean-Up: 0 Days @ \$45/HR (Incl. Burden Rate @ 58%)	\$	-
	Subtotal for Construction Manager's Self Perfrom Work	\$	221.03
	<b>Subtotal, Cost of Work and Direct Proj Mgmt Cost</b>	\$	11,346.73
<b>4.</b>	<b>Construction Manager Fee</b> (Percent of Subtotal 1. and 2. above)	10.00%	\$ 1,034.52
<b>5.</b>	<b>Construction Manager Overhead</b> (Percent of Subtotal 1. and 2. above)	5.00%	\$ 517.26
<b>6.</b>	<b>CM's Liability Insurance</b>	0.65%	\$ 83.84
<b>7.</b>	<b>Subcontractor Default Insurance, if authorized (% of Subcontractor Subtotal)</b>	1.60%	\$ 207.72
<b>8.</b>	<b>CM's Builders Risk Insurance</b>	0.55%	\$ 72.55
<b>9.</b>	<b>Project Bonds</b>	0.82%	\$ 108.75
<b>Total Cost of Change</b>			\$ 13,371.37

Approved for Construction -- Any cost component may be adjusted in accordance with the Agreement for At-Risk Construction Management Services.

Construction Manager

Architect/Engineer

Owner

**Current Delay Days Requested:**

**Weather: 7 Working Days (9 Calendar Days) from 06/12/2021 - 09/22/2021**

**Fleet PEMB Roofing: 19 Working Days (27 Calendar Days) from 05/14/2021 - 07/17/2021**

**Proof Rolling: 6 Working Days (8 Calendar Days) from 08/13/2021 - 08/20/2021**

**Additional Days Associated with CO# 003: 10 Working Days (14 Calendar Days)**

**Total Working Days Requested: 42 Working Days (58 Calendar Days)**

**Requested Revised Substantial Completion Date: 11/24/2021**

# **20136 MAIN JOB**

# REVISION 7





Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008  
Phone: 405 787 5888 ext202

Project: 7080 - North Base Fleet Contract

## Prime Contract Potential Change Order #003: CE #003 - Revision 7 plumbing

TO:	Flintco	FROM:	Orcutt Mechanical Contractors 6200 NW 39th Expressway Oklahoma City, Oklahoma 73008
PCO NUMBER/REVISION:	003 / 0	CONTRACT:	1 - North Base Fleet Contract Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matthew Weber (Orcutt Mechanical Contractors)
STATUS:	Pending - In Review	CREATED DATE:	8/10/2021
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	2 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$2,723.00

POTENTIAL CHANGE ORDER TITLE: CE #003 - Revision 7 plumbing

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #003 - Revision 7 plumbing changes

Revision 7 plumbing changes including addition of solenoid valve and switch for water line in restroom. Modifications to water lines included. Please see breakout (attached).

**ATTACHMENTS:**

[Orcutt CO Form Soleniod switch.xlsx](#)

Flintco

Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**ARCHITECT**  
GSB, INC  
3555 NW 58th Street, Suite 700W  
Oklahoma City, OK 73112  
(405) 848-9549  
[www/gsb-inc.com](http://www/gsb-inc.com)

**STRUCTURAL ENGINEER**  
WALLACE ENGINEERING  
410 NORTH WALNUT AVE. - STE.  
OKLAHOMA CITY, OK 73104  
(405) 236-5858  
[www.wallacesc.com](http://www.wallacesc.com)

**ELECTRICAL ENGINEER**  
HORNER ASSOCIATES ENGINEERS  
1306 COMMERCE DRIVE  
NORMAN, OKLAHOMA 73071  
(405) 801-2528  
www.horner.com

7

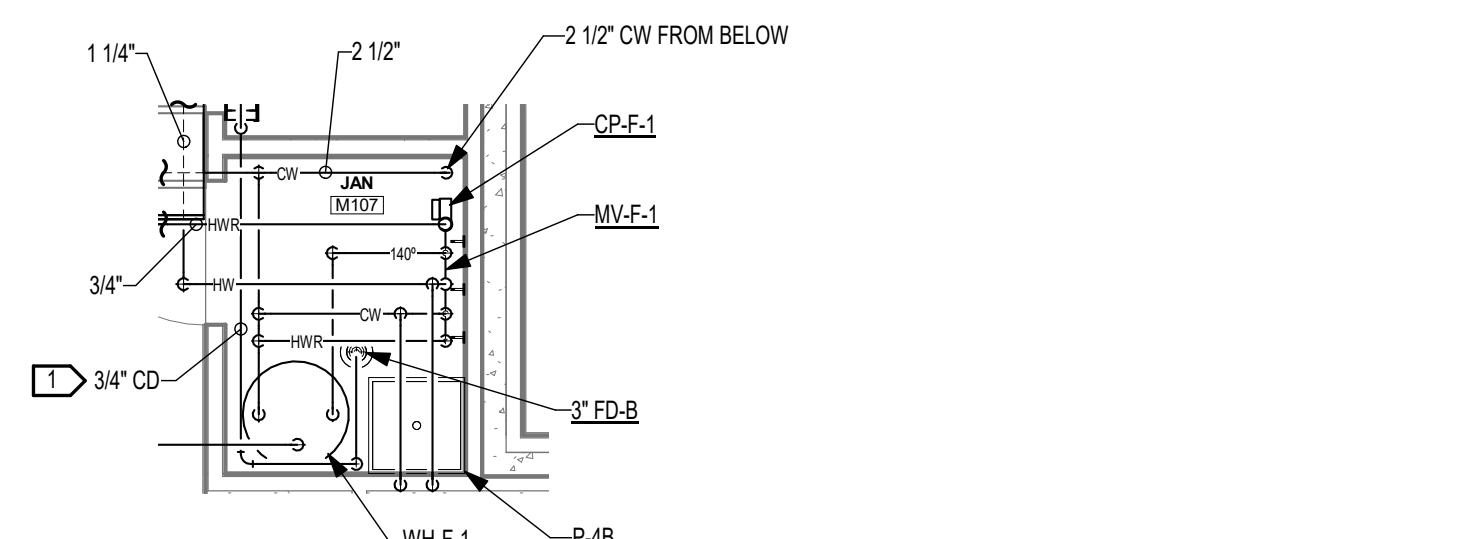
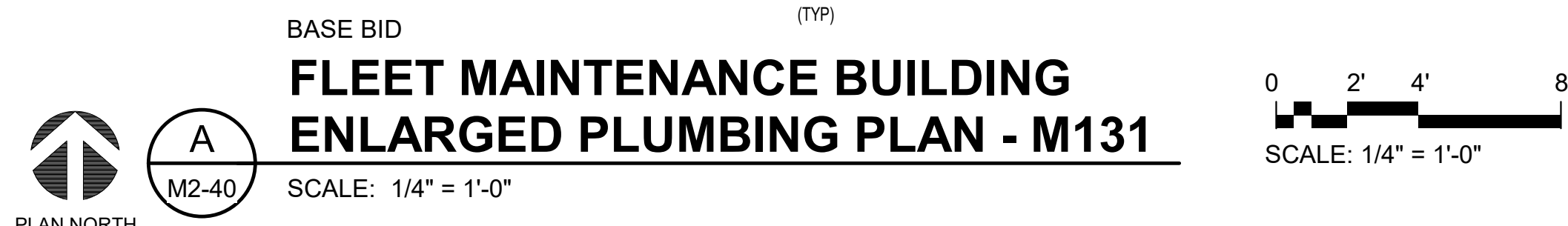
**gsb inc**  
3555 NW 58th Street  
Suite 700W  
Oklahoma City, OK 73121  
T: 405.848.9549  
F: 405.848.9783  
www.gsb-inc.com

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[illegible]

DRAWING NO.

**ALLEN**  
CONSULTING  
INCORPORATED  
CA2192 Expires: 6/30/2020  
110 N. Mercedes Dr., Suite 100  
Norman, OK 73069-6578  
Ph:(405)447-2282; Fax:(405)447-2284



BASE BID

**FLEET MAINTENANCE BUILDING**

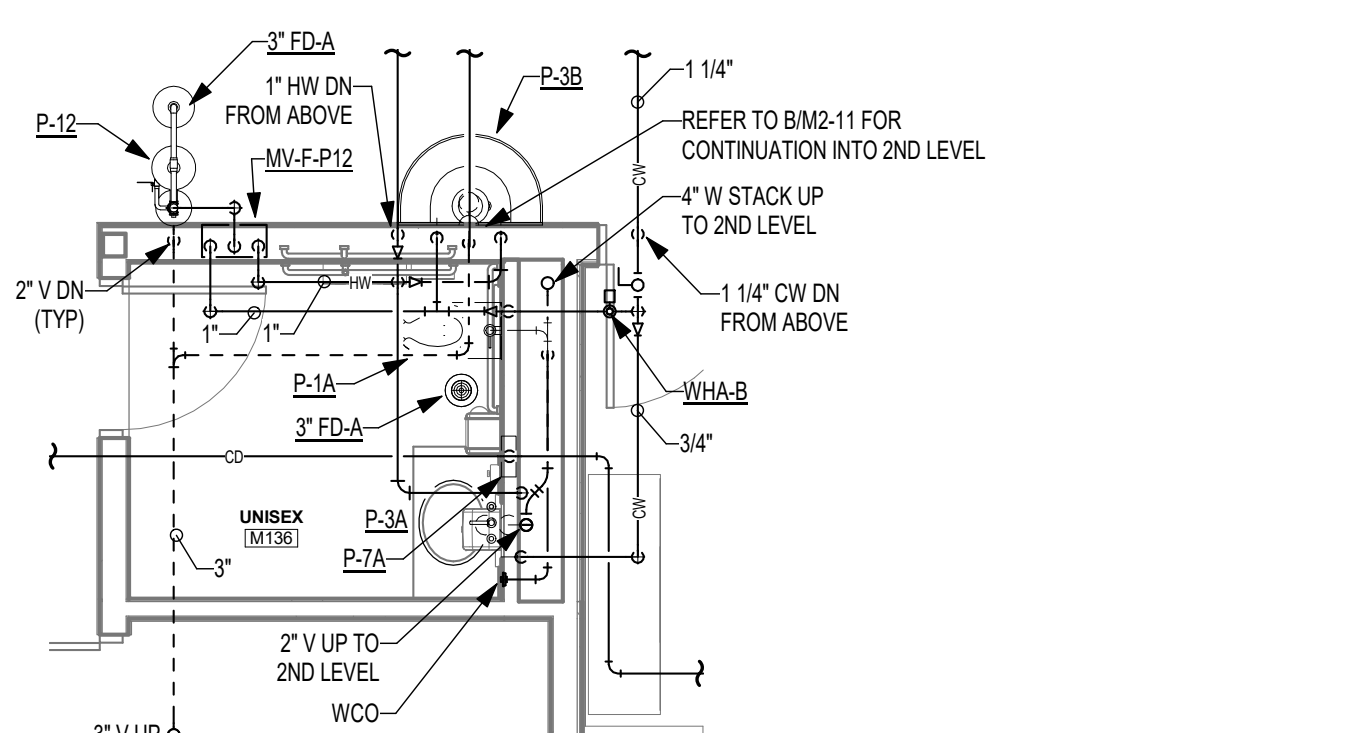
**ENLARGED PLUMBING PLAN - M107**

SCALE: 1/4" = 1'-0"

PLAN NORTH

0 2' 4' 8'

SCALE: 1/4" = 1'-0"



BASE BID 3" V UP 6 WCO

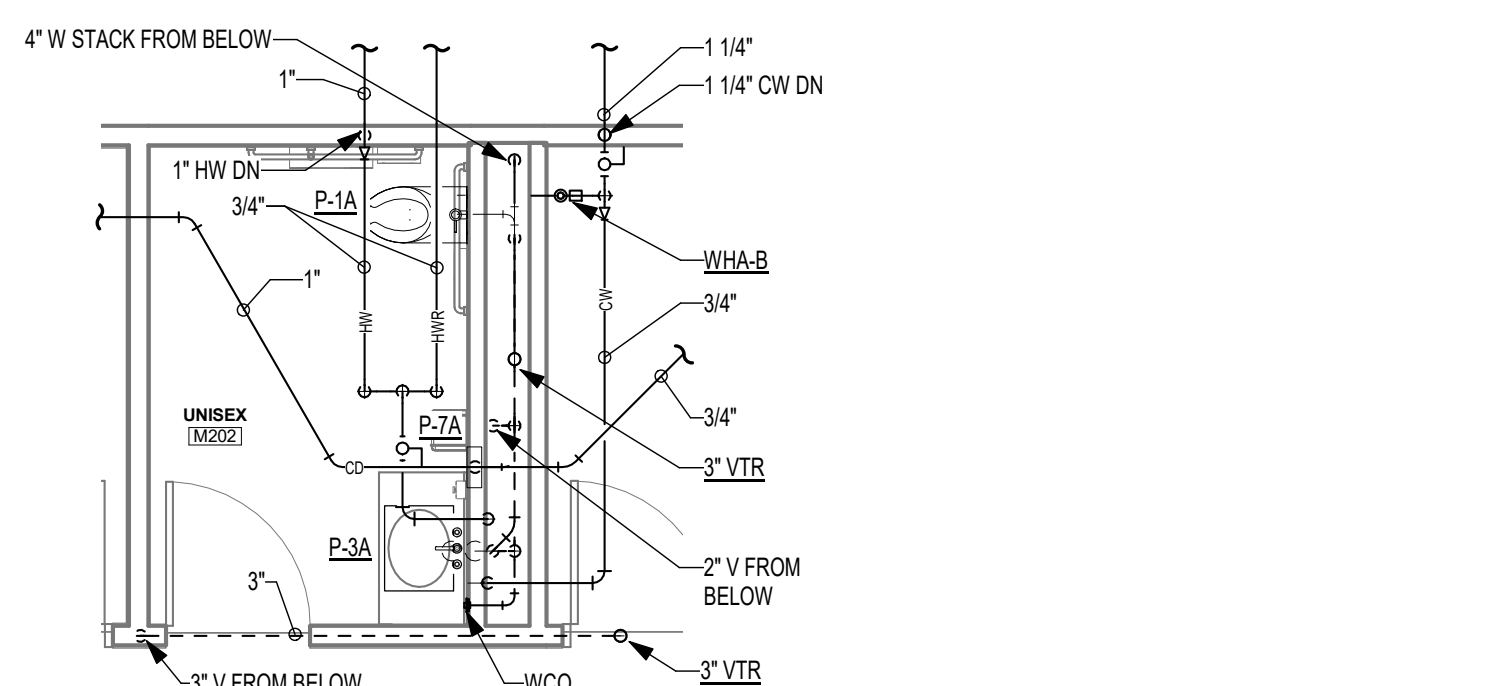
**FLEET MAINTENANCE BUILDING**  
**ENLARGED PLUMBING PLAN - M136**

PLAN NORTH

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

SCALE: 1/4" = 1'-0"



BASE BID

**FLEET MAINTENANCE BUILDING**

**ENLARGED PLUMBING PLAN - M202**

0 2' 4' 8'

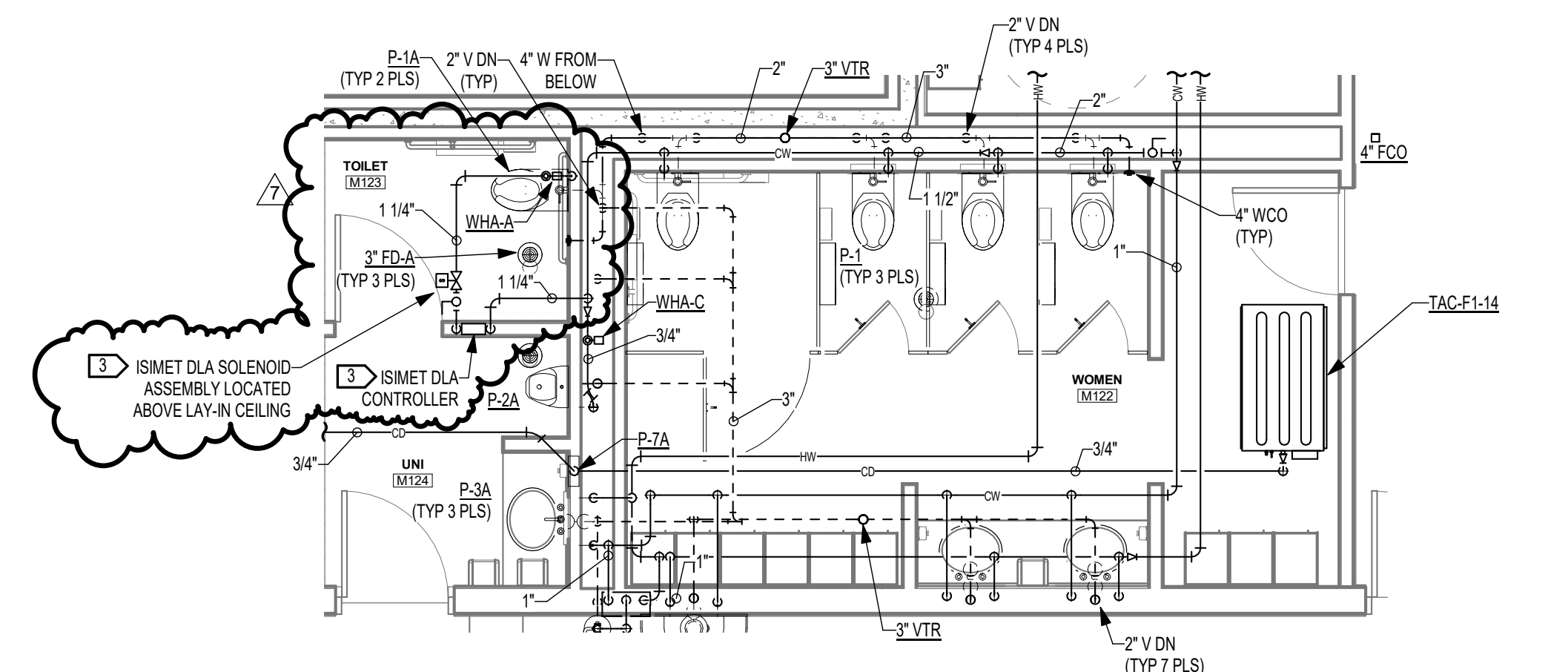
SCALE: 1/4" = 1'-0"

PLAN NORTH

G

M2-40

SCALE: 1/4" = 1'-0"



BASE BID

**FLEET MAINTENANCE BUILDING**

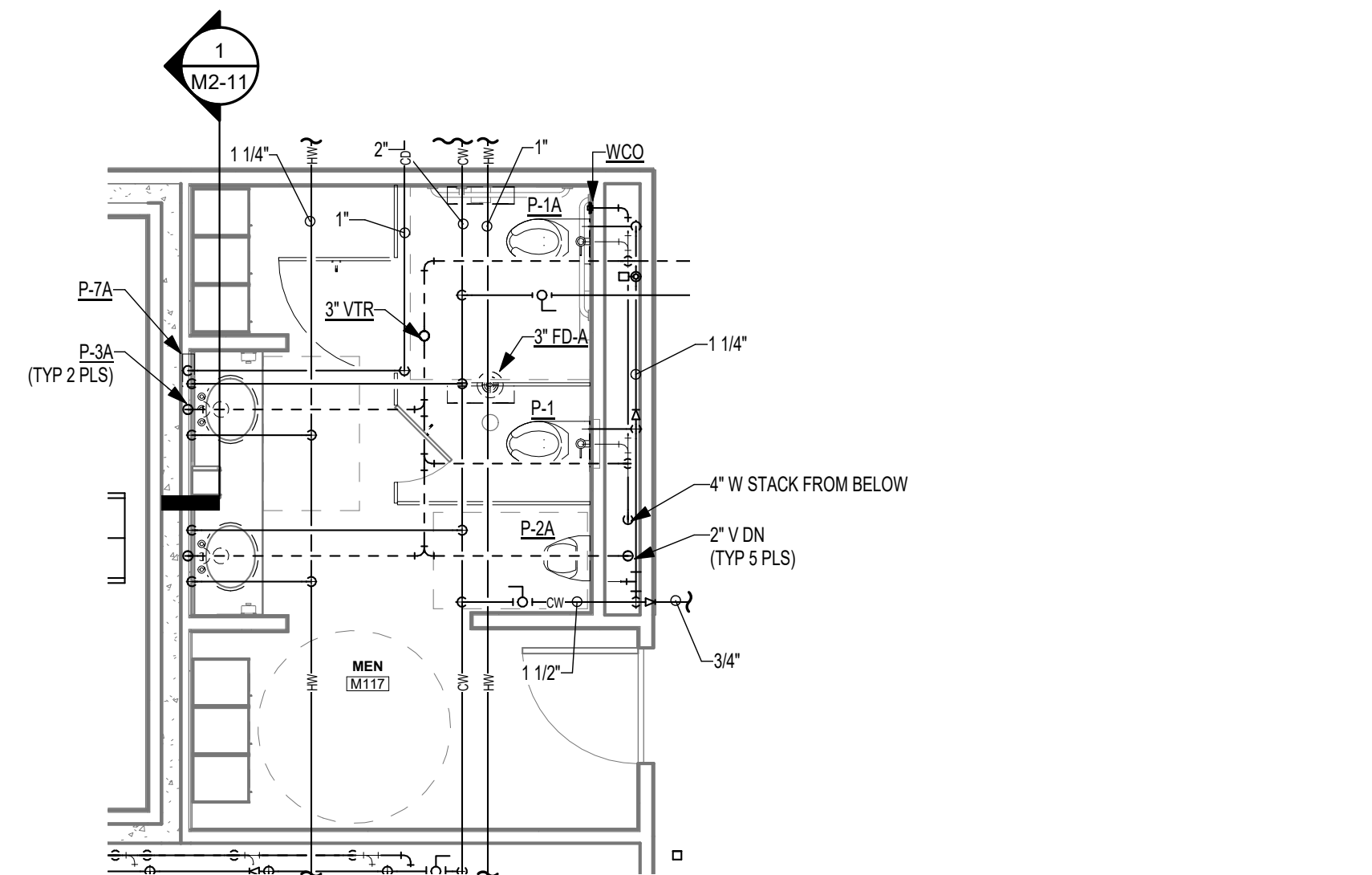
**ENLARGED PLUMBING PLAN - M122-124**

SCALE: 1/4" = 1'-0"

PLAN NORTH

0 2' 4' 8'

SCALE: 1/4" = 1'-0"



BASE BID

**FLEET MAINTENANCE BUILDING**

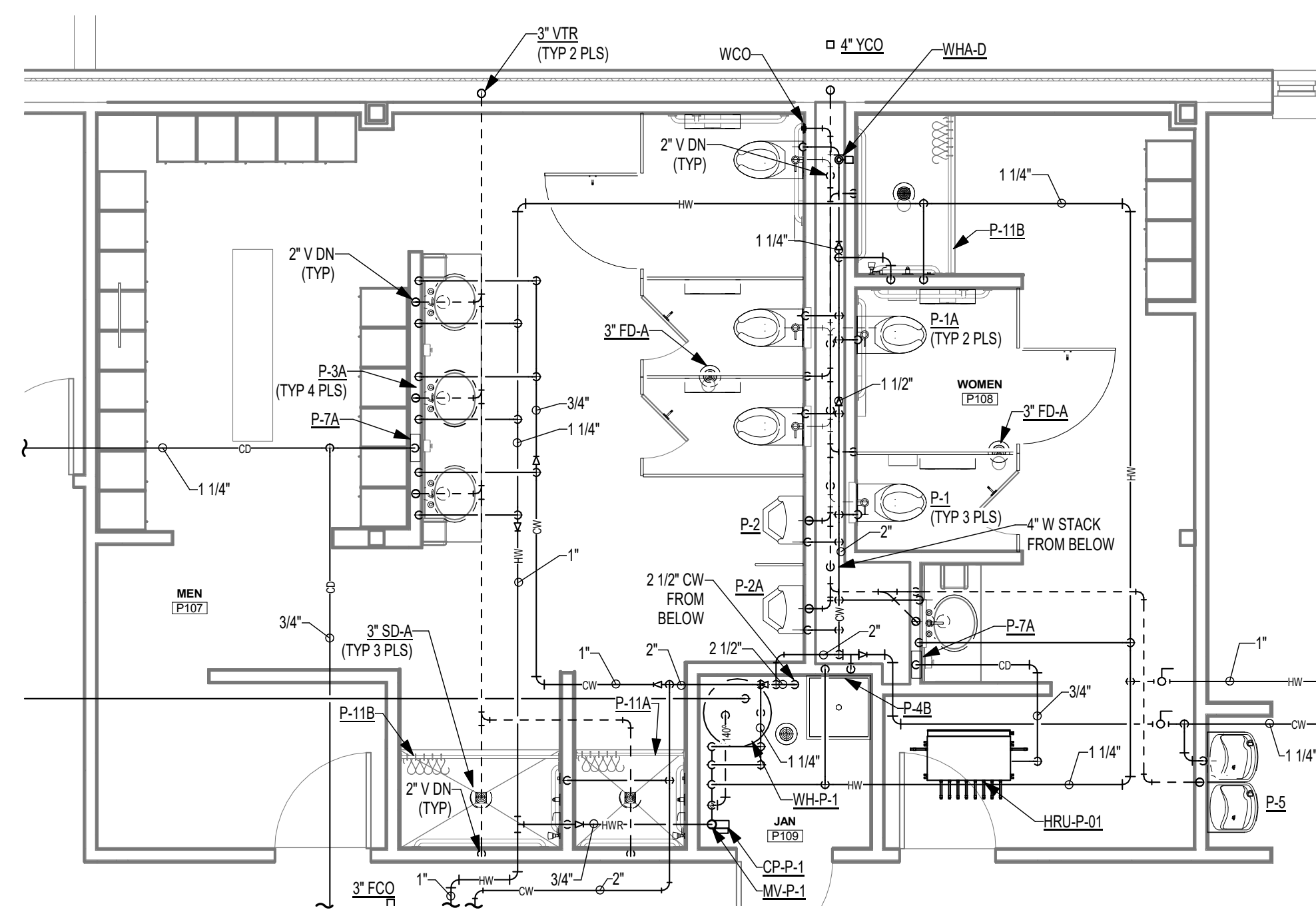
**ENLARGED PLUMBING PLAN - M117**

PLAN NORTH

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

SCALE: 1/4" = 1'-0"



ALT #1

**PARKS MAINTENANCE BUILDING**

**ENLARGED PLUMBING PLAN - P107-108**

SCALE: 1/4" = 1'-0"

PLAN NORTH

0 2' 4' 8'

SCALE: 1/4" = 1'-0"

# **ISIMET**

## **DLA Series Controller**

### **For Institutional Facilities**

### **Including Healthcare Facilities and**

### **Drug Testing Laboratories**



**ENCLOSED INDUSTRIAL CONTROL PANEL NO. E-258342**  
**Meets all Standards for Canadian Industrial Control Panels**



#### **Application:**

The DLA Series Controller is used to operate remotely located 12-vdc latching solenoids for domestic water services in Healthcare Facilities or in a Drug Testing Laboratory.

This unit is provided with ISIMET latching circuit boards that permit a signal to latch the solenoids ON and OFF, controlling the water supply to the restroom facility. In the case of patient rooms in a Healthcare Facility the ON circuit on the primary pcb enables the water to be turned ON and OFF either remotely or locally. For Drug Testing Labs, the unit is intended to control the water flow to the restroom where drug samples are deposited. One board is designated to operate ON-OFF the water supply valves. A secondary board permits solenoids to operate ON when the primary solenoids are OFF, thus allowing for drain-down of the piping. (MAX four solenoids per circuit board)

The unit conforms to all requirements of UL 508-A for Industrial Control Panels.

#### **Features:**

Panic Button: Disengages the system; requiring key activation.  
 Push Button or Key Switch: Activates the system each time a circuit is to be engaged.  
 Control Switch: Activates a circuit with key activation or deactivates to OFF.  
 Panel Mounted LEDs: Indicates the circuit is active.  
 Integrated operating system inputs including building automation.  
 Integrated notification output circuits.

\* All Standard Styles are provided with Panic Button Assembly

#### **Styles 1 & 2 Specifications:**

Integral 5 amp rated circuit service switch / j-box / transformer / pcb  
 Control Panel - Stainless Steel 16 gauge W/ removable concealed hinge and gasket.  
 Captive screws secure panel to enclosure.  
 Wall Box Enclosure – 16 gauge powder coated sheet metal  
 Enclosure Size W/ Pulse - 6.0 X 14.25 X 4  
 Enclosure Size W/O Pulse - 6.0 X 12.25 X 4  
 Unit performs as a single circuit Controller of water services W/ monitoring beacon output.

#### **Style 3 Specifications:**

Integral 15 amp rated circuit service switch / j-box / transformer / pcb  
 Control Panel - Stainless Steel 16 gauge  
 Wall Box Enclosure – 16 gauge powder coated sheet metal  
 Enclosure size - 16 X 14 X 6 for up to 4 circuits, 18 X 18 X 6 for 6-8 circuits, and 24 X 24 X 6 for Custom Assemblies.  
 Unit performs as a multiple circuit Controller of water services.

## DSE Bidding and Estimating Form

Job: NORTH BASE

Page # 12

Area: REVISION 7 FLEET

Enter E, C or W in Unit

Item	Qty	Unit	Description	Labor Hours	Ext	Material	Ext	Open	Ext
1			added 2 data roughs, circuit for forklift, and						
2			circuit for drug test controller						
3									
4	2	e	10' sticks of 3/4" emt for data rough			12.50	25.00		
5	2	e	4sqf for data rough			5.00	10.00		
6	2	e	2 hours 1 man labor	1	2.00				
7									
8	13	e	10' sticks of 3/4" emt for fork lift			12.50	162.50		
9	1	e	3/4" seal off			25.00	25.00		
10	390	e	130 x 3 of #12 thhn			0.25	97.50		
11	6	e	6 hours labor	1	6.00				
12									
13	1.5	e	10' stick of 3/4" emt for drug test station			12.50	18.75		
14	2	e	4sqf boxes			5.00	10.00		
15	60	e	20' x 3 of #12 thhn			0.25	15.00		
16	3	e	3 hours 1 man labor	1	3.00				
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
Totals				3	11.00		363.75		0.00

Labor Hour Rate 60  
Tax Rate  
Profit 15.00%

Total Labor 660  
Total Material 418  
Total Opening 0  
**Total 1,078**

Total Page 12







# REVISION 8





Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008  
Phone: 405 787 5888 ext202

**Project:** 7080 - North Base Fleet Contract

## Prime Contract Potential Change Order #004: CE #004 - Revision 8

<b>TO:</b>	Flintco	<b>FROM:</b>	Orcutt Mechanical Contractors 6200 NW 39th Expressway Oklahoma City, Oklahoma 73008
<b>PCO NUMBER/REVISION:</b>	004 / 0	<b>CONTRACT:</b>	1 - North Base Fleet Contract Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Matthew Weber ( <b>Orcutt Mechanical Contractors</b> )
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	8/23/2021
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	<span style="border: 1px solid red; padding: 2px;">\$7,662.00</span>

**POTENTIAL CHANGE ORDER TITLE:** CE #004 - Revision 8

**CHANGE REASON:** Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #004 - Revision 8

Per revision 8 relocation of sanitary and water lines for ice maker. Addition of air line drop to lift. Concrete cutting removal and replacement by others.

**ATTACHMENTS:**

[Orcutt CO Form Revision 8.xlsx](#)

**NOTE: INCLUDES PROVIDE DEDICATED 3/4" COMPRESSED AIR LINE APPROX. 20'-0" TO VEHICLE LIFT CONTROLLER, INSTALLED IN ACCORDANCE WITH LIFT MANUFACTURERS RECOMMENDATIONS.**

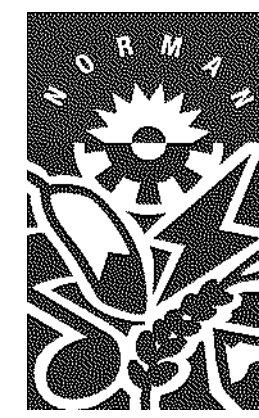
Flintco

**Orcutt Mechanical Contractors**  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**OWNER**  
CITY OF NORMAN, OKLAHOMA  
201 A WEST GRAY STREET  
NORMAN, OKLAHOMA 73069  
(405) 366-5406  
www.normanOK.gov

**ARCHITECT**  
GSB, INC.  
3555 NW 58th Street, Suite 700W  
Oklahoma City, OK 73112  
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www.gsb-inc.com

**CIVIL ENGINEER**  
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www.jacoc.com

**STRUCTURAL ENGINEER**  
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**M/P/FP ENGINEER**  
ALLEN CONSULTING, INC.  
110 NORTH MERCEDES DRIVE  
NORMAN, OK 73069  
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www.acmfp.com

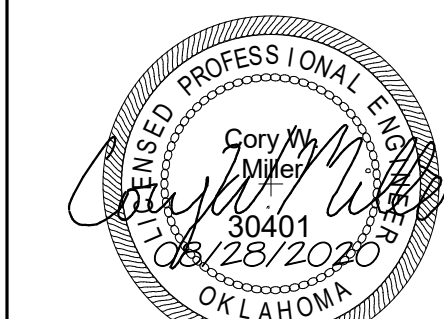
**ELECTRICAL ENGINEER**  
HORNOR ASSOCIATES ENGINEERS  
1306 COMMERCE DRIVE  
NORMAN, OKLAHOMA 73071  
(405) 801-2528  
www.haeinc.com

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PLANNING DESIGN GROUP  
5314 SOUTH YALE AVE. - STE. 510  
TULSA, OKLAHOMA 74135  
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www.planningdesigngroup.com

**CITY OF NORMAN**  
**NORTH BASE COMPLEX - PHASE 1**  
**1310-1380 DA VINCI STREET**  
**NORMAN, OK**

**gsb** 3555 NW 58th Street  
Suite 700W  
Oklahoma City, OK 73112  
T: 405.848.9849  
F: 405.848.9783  
www.gsb-inc.com

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# REVISIONS

NO.	DATE	DESCRIPTION
8	8-20-2021	REVISION #8

GSB PROJECT NO.  
191650

DRAWING TITLE  
FLEET MAINTENANCE BUILDING ABOVEFLOOR PLUMBING PLAN

DATE  
AUGUST 28, 2020

DRAWING NO.  
M2-11



Allen Consulting Incorporated  
110 N. Meriville Dr., Suite 100  
Norman, OK 73069-6579  
PH: (405) 447-2262 FAX: (405) 447-2264

## GENERAL STORM SHELTER NOTES:

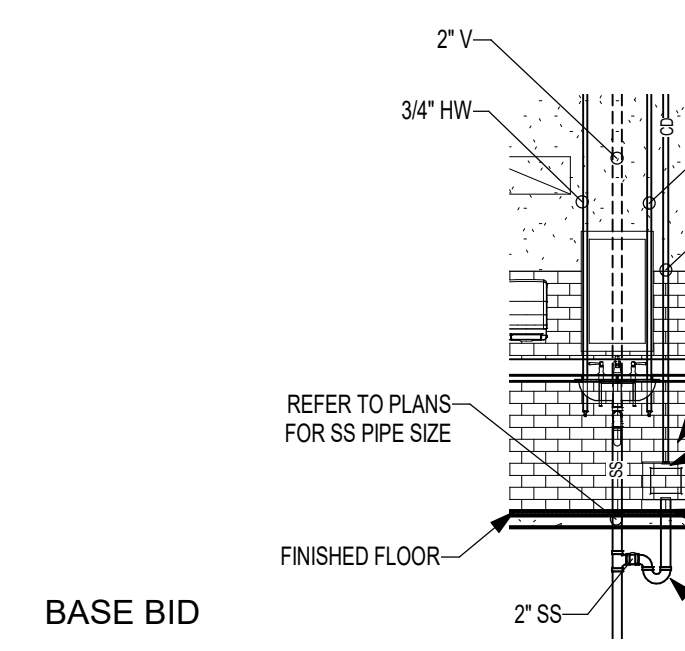
- ANY PENETRATION EXCEEDING 3 1/2" SQUARE INCHES OR 2 1/16" DIAMETER INTO OR OUT OF STORM SHELTERS SHALL BE PROVIDED WITH FEMA AND ICC-500 APPROVED REINFORCING. REF: STRUCTURAL
- ANY PENETRATION OF STORM SHELTER WALLS SHALL HAVE A MINIMUM 2 HR FIRE RATING MAINTAINED.

## CNG BAY NOTES:

- ALL PLUMBING FIXTURES LOCATED IN ROOMS M127, M128, M129, AND M130 SHALL HAVE ELECTRICAL ROUGH-IN MINIMUM OF 20" AFF.

## KEYED NOTES:

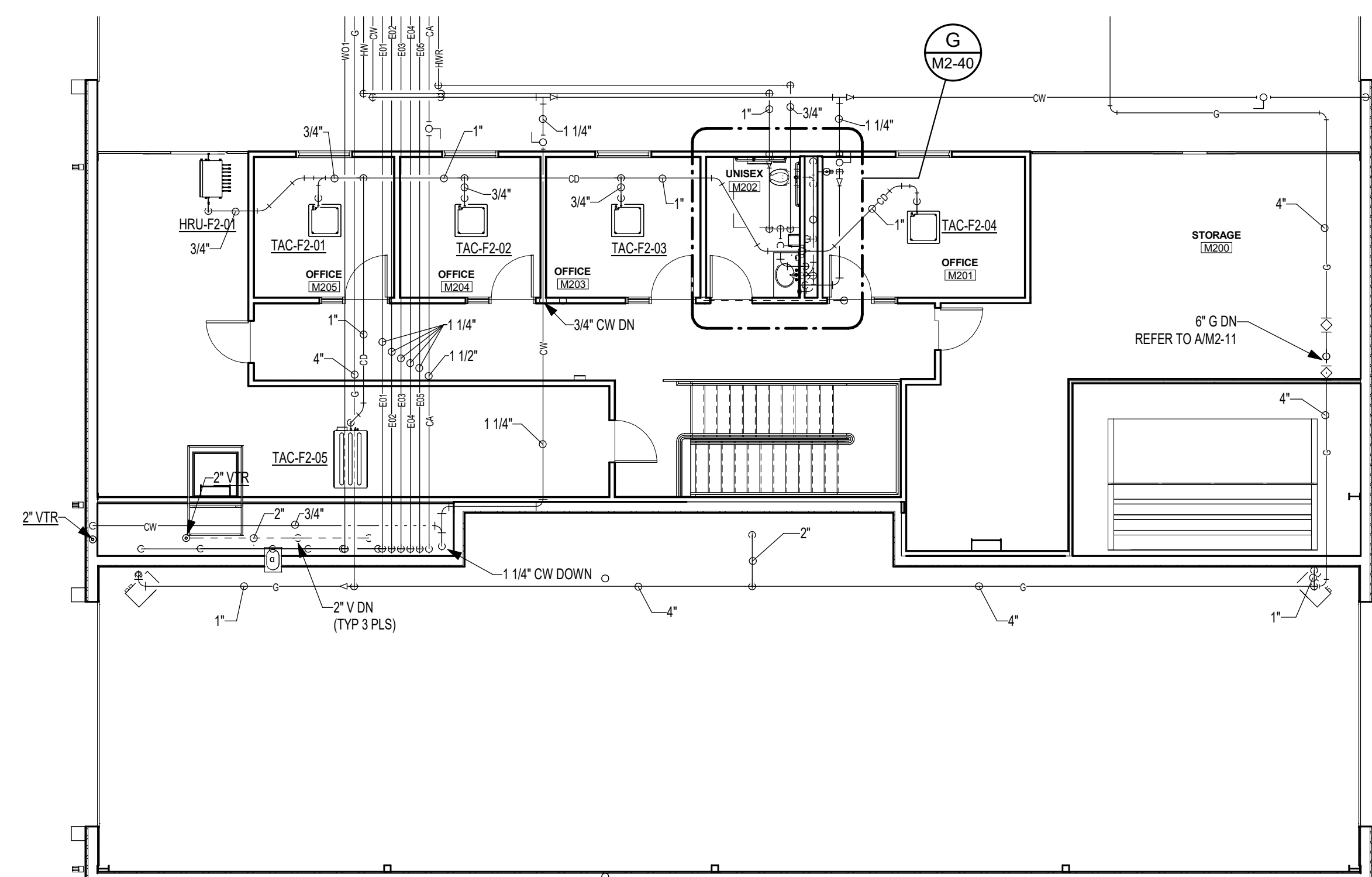
- 2" HUB DRAIN TO BE USED FOR PRESSURE WASHER WAND DURING FREEZE PROTECTION MODE.
- PROVIDE FEMA 361/ICC-500 COMPLIANT REINFORCING FOR SAFE ROOM/TORNADO SHELTER PENETRATIONS. REFER TO STRUCTURAL
- GAS UP TO MAU'S THROUGH BASE. TYPICAL ALL ROOFTOP MAU'S
- ROUTE ICE MAKER DRAIN TO 2" F.D.A. PROVIDE IN-DIRECT SECURE CONNECTION.
- PROVIDE DEDICATED 3/4" COMPRESSED AIR LINE DOWN TO VEHICLE LIFT CONTROLLER. INSTALL IN ACCORDANCE WITH LIFT MANUFACTURERS RECOMMENDATIONS.



1  
M2-11

## TYP CONDENSATE WASHER BOX DETAIL

SCALE: 1/4" = 1'-0"

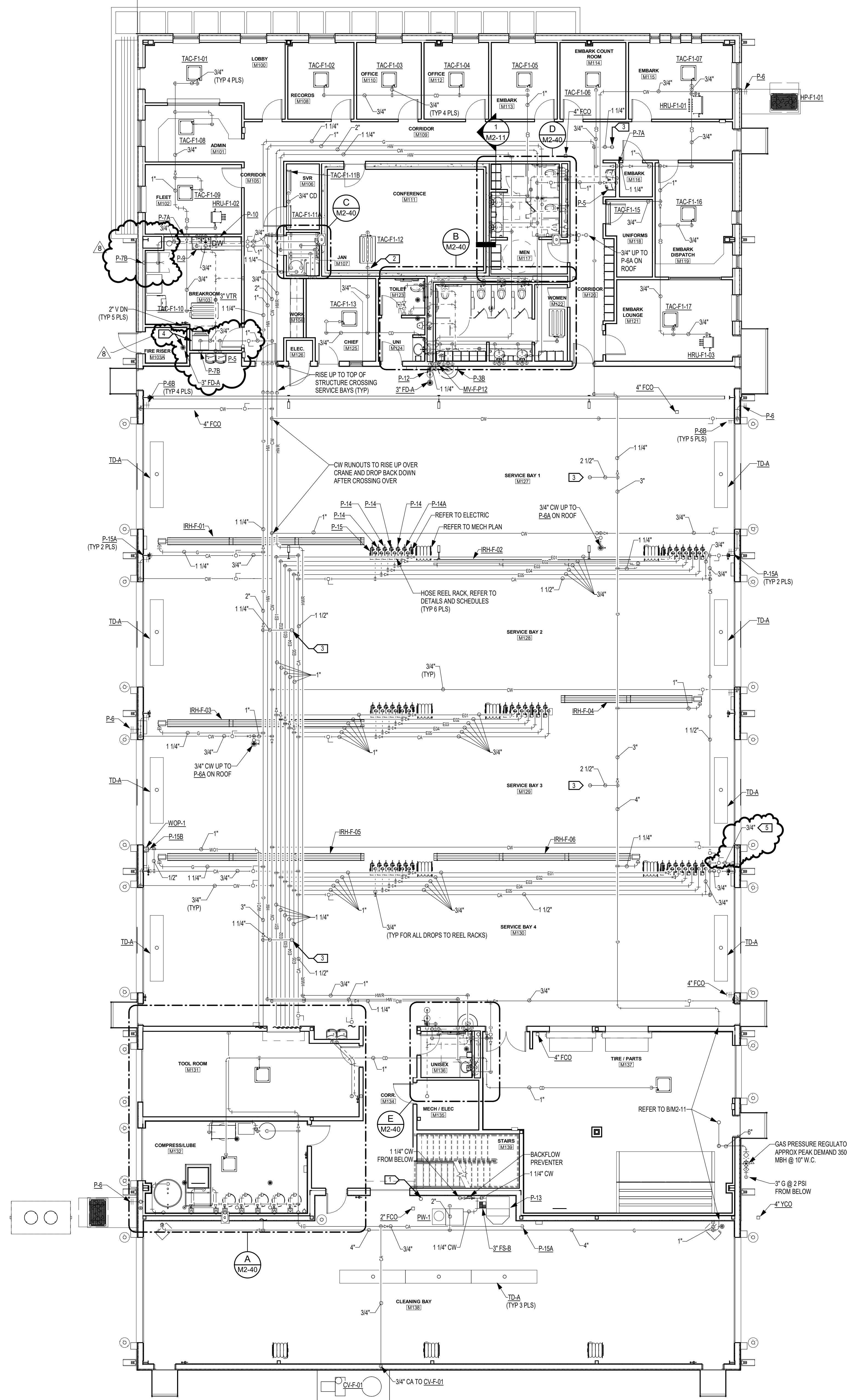


B  
M2-11

## BASE BID FLEET MAINTENANCE BUILDING ABOVEFLOOR PLUMBING MEZZANINE PLAN

SCALE: 1/8" = 1'-0"

0 4' 8' 16'  
SCALE: 1/8" = 1'-0"



A  
M2-11

## BASE BID FLEET MAINTENANCE BUILDING ABOVEFLOOR PLUMBING PLAN

SCALE: 1/8" = 1'-0"

0 4' 8' 16'  
SCALE: 1/8" = 1'-0"

## DSE Bidding and Estimating Form

Job: north base

Page # 6

Area: fleet revision #8

Enter E, C or W in Unit

Item	Qty	Unit	Description	Labor Hours	Ext	Material	Ext	Open	Ext
1			added total of 2 tv/power boxes						
2			added 3 GFI receipts in break room						
3			added 3 circuits to break room						
4			added 1 data rough in lounge						
5									
6	2	e	hubbell tv/power rough in boxes			215.00	430.00		
7	2	e	10' sticks of 3/4" emt for data			12.50	25.00		
8									
9	3	e	GFI's			15.00	45.00		
10	7.5	e	10' sticks of 3/4" emt for FN2A 21,23,25			12.50	93.75		
11	1	e	3/4" seal off			25.00	25.00		
12	525	e	75' x 7 of #12 thhn			0.25	131.25		
13	4	e	4sqr boxes			5.00	20.00		
14									
15	1	e	10' stick of 3/4" emt for data rough			12.50	12.50		
16									
17	11	e	11 hours 1 man labor	1	11.00				
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
Totals				1	11.00		782.50		0.00

Labor Hour Rate 60

Tax Rate

Profit 15.00%

Total Labor 660

Total Material 900

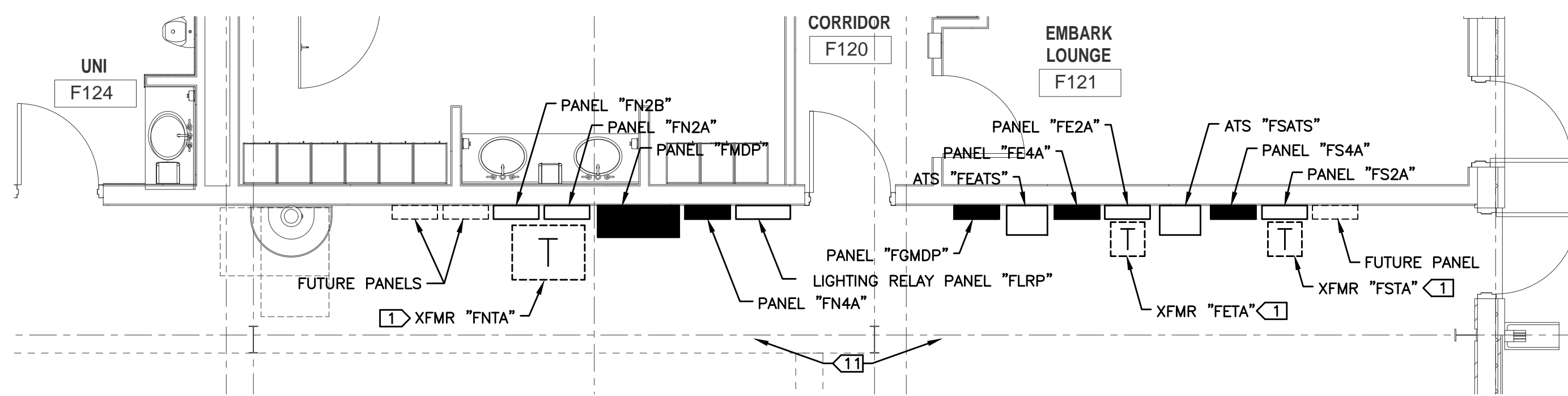
Total Opening 0

Total 1,560

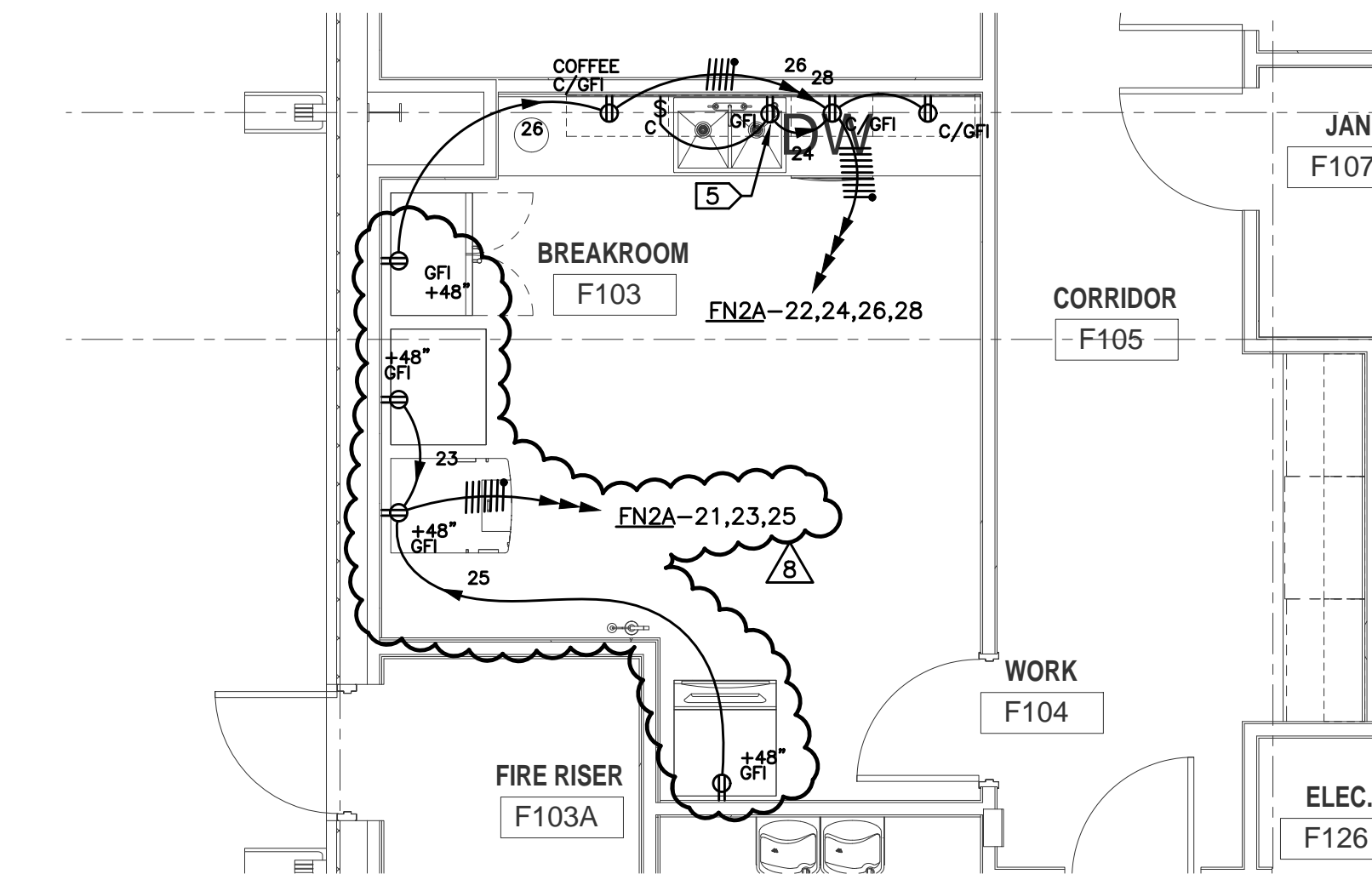
Total Page 6

NOTE: INCLUDES APPROX. 20'-0" TO VEHICLE LIFT CONTROLLER, INSTALLED IN ACCORDANCE WITH LIFT MANUFACTURERS RECOMMENDATIONS.

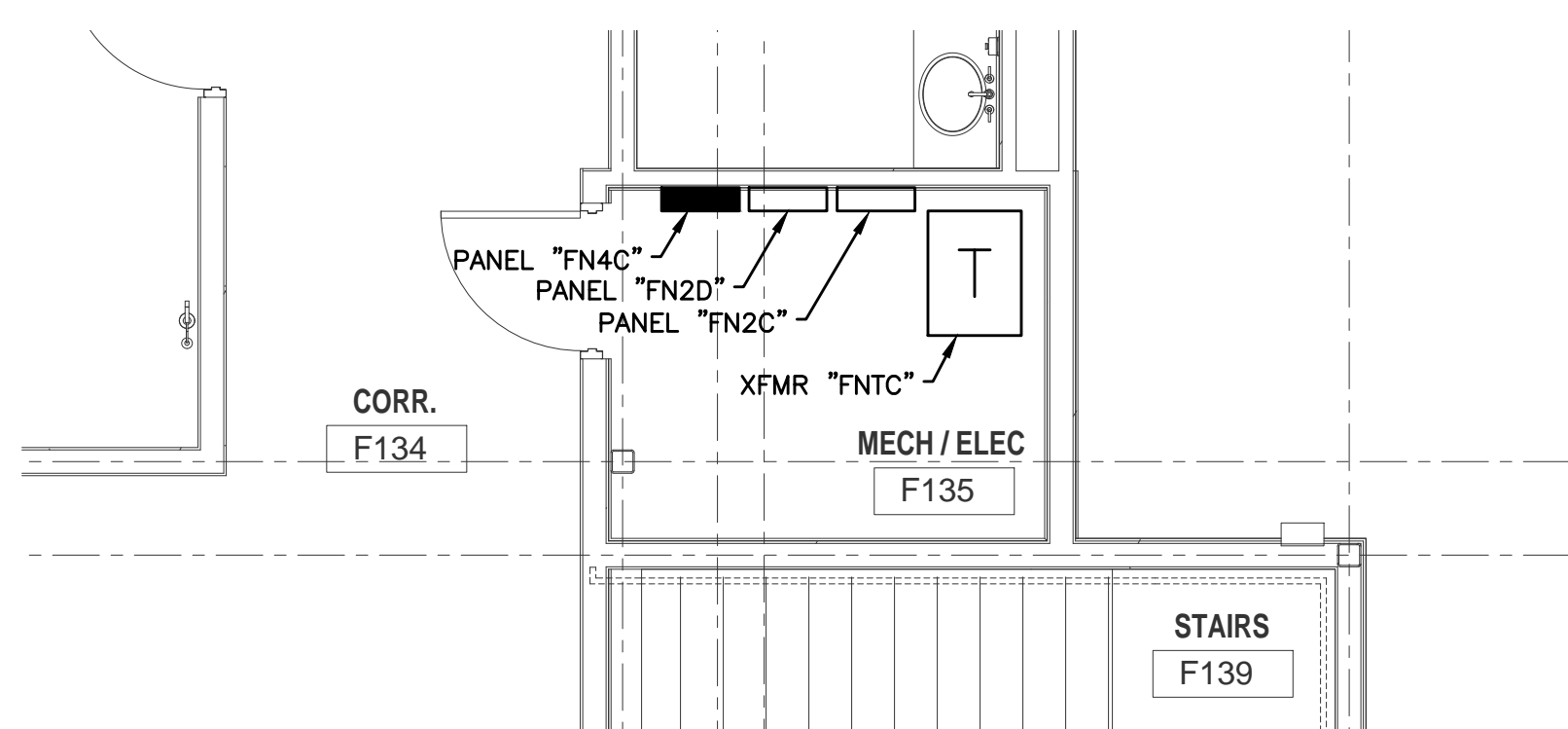




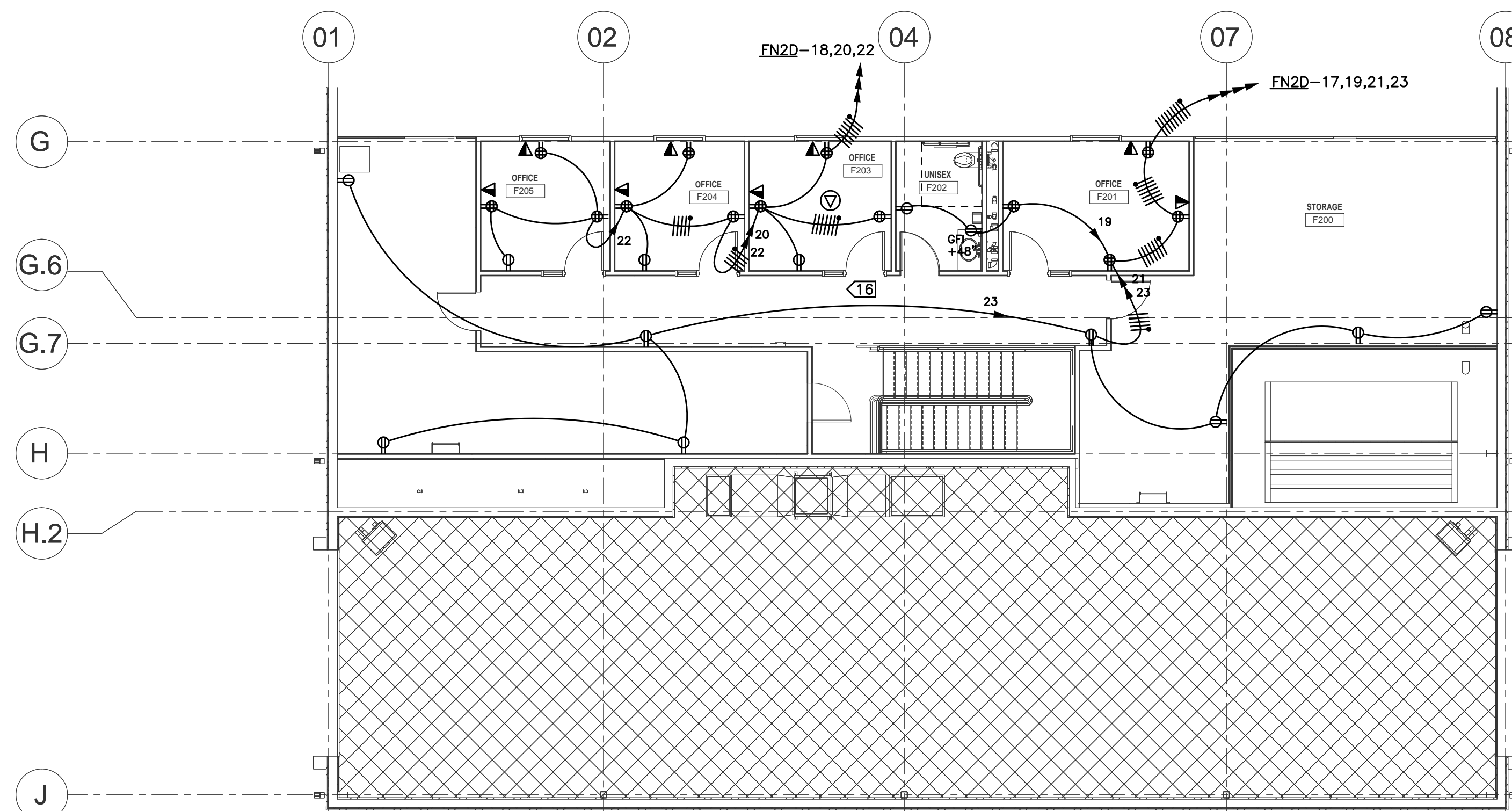
3  
E3-01 1/8" = 1'-0"  
PLAN NORTH



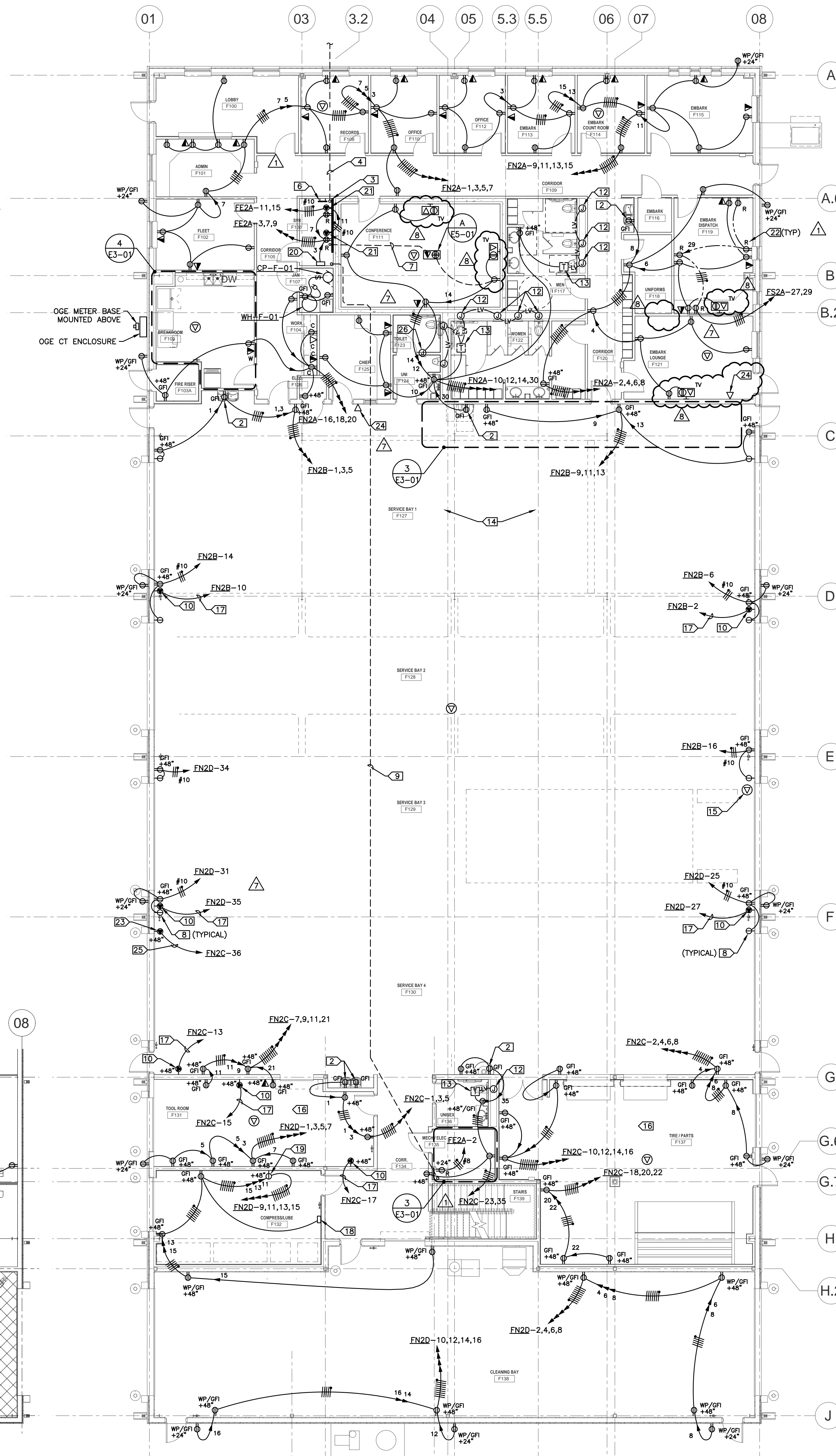
4  
E3-01 1/4" = 1'-0"  
PLAN NORTH



5  
E3-01 1/4" = 1'-0"  
PLAN NORTH



2  
E3-01 1/8" = 1'-0"  
PLAN NORTH



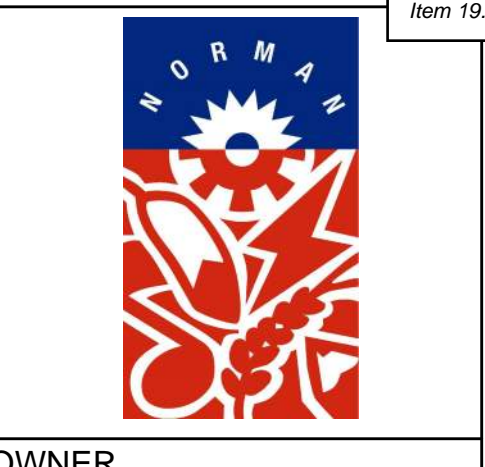
1  
E3-01 1/8" = 1'-0"  
PLAN NORTH

- GENERAL NOTES:**
- ENTIRE INSTALLATION SHALL COMPLY WITH NEC ARTICLE 511 FOR MAJOR REPAIR GARAGE SERVING GASOLINE AND CNG VEHICLES.
  - SERVICE BAYS AND AREAS DIRECTLY COMMUNICATING SHALL BE CLASSIFIED CLASS 1, DIV. 2 FROM FINISHED FLOOR TO 18" AFF. ALL CIRCUITING PASSING THROUGH THE HAZARDOUS AREA SHALL BE UNBROKEN RGSC WITH NO FITTINGS. ALL PANELBOARDS, TRANSFORMERS, AND OTHER ELECTRICAL ENCLOSURES INCLUDING WALL OUTLETS IN THIS AREA SHALL BE MOUNTED NOT LOWER THAN 20" AFF TO BOTTOM OF BOX, OR AS NOTED.
  - THE CNG HAZARDOUS AREA REQUIREMENTS AT THE CEILING SHALL BE MET BY USE OF A VENTILATION SYSTEM TO PROVIDE THE REQUIRED AIR CHANGES PER HOUR IN ACCORDANCE WITH NEC TABLE 511.3(D). NO CNG HAZARDOUS AREA SHALL BE REQUIRED AT THE CEILING.
  - ANY CONDUIT PASSING THROUGH THE HAZARDOUS AREA MUST MEET THE REQUIREMENTS OF NEC ARTICLE 502.
  - OFFICE AREA SHALL BE PROVIDED WITH POSITIVE PRESSURE HVAC AND SHALL NOT BE CLASSIFIED HAZARDOUS.
  - PROVIDE DEDICATED NEUTRALS FOR EACH CIRCUIT, UNO.
  - HOMERUN CIRCUITS AS SHOWN. DO NOT COMBINE HOMERUNS.
  - CONTRACTOR MAY USE "MC" CABLE WITHIN MILLWORK AND AS FUTURE WHIPS ABOVE LAY-IN CEILINGS ONLY. "MC" IS NOT ALLOWED FOR ANY OTHER APPLICATIONS.
  - COORDINATE EXACT FLOOR BOX LOCATIONS WITH ARCHITECT.
  - 20A, 120V CIRCUITS LONGER THAN 100' SHALL BE #10 AWG.
  - CONTRACTOR SHALL ENSURE THAT ALL CODE REQUIRED WORKING SPACE CLEARANCES ARE MAINTAINED.
  - CONDUITS ROUTED EXPOSED SHALL BE ROUTED PERPENDICULAR AND PARALLEL TO BUILDING LINES IN A NEAT AND WORKMANLIKE MANNER. PAINT AS REQUIRED BY ARCHITECT.
  - PROVIDE 120V GFCI DUPLEX RECEPTACLE AND PIGTAIL CONNECTED TO NEAREST RECEPTACLE CIRCUIT AT EACH TRAP PRIMER. RE: MECHANICAL DRAWINGS FOR LOCATIONS.
  - RE: CONVERGENT DRAWINGS FOR ACCESS CONTROL & CCTV CONDUITS AND ENCLOSURES TO BE PROVIDED UNDER THIS CONTRACT. THIS CONTRACTOR SHALL PROVIDE ALL CONDUIT AND POWER CIRCUITING REQUIRED BY THOSE DRAWINGS.

- KEYED NOTES:**
- WALL MOUNTED TRANSFORMER. RE: DETAIL "A" SHEET E3-02.
  - RECEPTACLE FOR PLUMBING FIXTURE. MOUNT BEHIND EQUIPMENT SHROUD. COORDINATE WITH EQUIPMENT INSTALLER. DO NOT MOUNT LOWER THAN 20" TO BOTTOM OF BOX.
  - TELEPHONE TERMINAL BOARD "TTBF". PROVIDE 4'X8'X 3/4" FIRE RETARDANT PLYWOOD PAINTED WITH FIRE RETARDANT PAINT.
  - (4) 4" PVC CONDUITS ROUTED 36" BFG FOR COMMUNICATIONS CABLING. STUB CONDUITS UP 4" AFF AT TELEPHONE TERMINAL BOARD "TTBF". RE: SHEET E1-01 FOR CONTINUATION.
  - SPLIT DUPLEX RECEPTACLE (TOP HALF SWITCHED) AND COUNTER MOUNTED SWITCH FOR IN-SINK GARBAGE DISPOSAL AND DISHWASHER. RECEPTACLE MOUNTED BELOW COUNTER. COORDINATE SWITCH AND RECEPTACLE MOUNTING HEIGHTS AND LOCATIONS WITH MILLWORK.
  - GROUND BAR MOUNTED 18" AFF. COORDINATE EXACT LOCATION WITH OWNER. RE: ONE-LINE DIAGRAM AND GROUND BAR DETAIL "B", SHEET E5.01.
  - STUB 1.25" CONDUIT WITH PULL STRING UP AT TERMINAL BOARD FOR DATA CABLING.
  - PROVIDE NEMA 5-15R SIMPLEX RECEPTACLE MOUNTED ADJACENT TO DOCK LIGHT RE: SHEET E2-01. FIXTURE IS PROVIDED WITH PIGTAIL.
  - (1) 4" PVC CONDUIT ROUTED 24" BELOW SLAB. STUB-UP IN CORNER OF EACH ROOM FOR COMMUNICATIONS CABLING.
  - NEMA 14-50R RECEPTACLE.
  - ALL CONDUIT STUB-UPS IN THE HAZARDOUS AREA SHALL COMPLY WITH NEC REQUIREMENTS. PROVIDE PVC COATED RGSC CONDUIT STUBBED AT LEAST 19" AFF SO THERE ARE NO FITTINGS WITHIN THE HAZARDOUS AREA.
  - PROVIDE JUNCTION BOX FOR AUTOMATIC TOILET/URINAL FLUSH VALVE. COORDINATE EXACT LOCATION WITH PLUMBER.
  - LOW VOLTAGE TRANSFORMER FOR FLUSH VALVES MOUNTED ABOVE CEILING.
  - CONDUIT ROUTED OVERHEAD IN CRANE BAY SHALL BE ROUTED 28" AFF OR HIGHER.
  - LOCATED AT ROOF DECK FOR ROOF MOUNTED VIDEO SYSTEM ANTENNA. COORDINATE WITH OWNER'S SYSTEM VENDOR.
  - ROUTE ALL COMMUNICATION OUTLET PATHWAYS IN THE SOUTH PORTION OF THE BUILDING TO S.E. CORNER OF MECH/ELEC F135 IN CONDUIT. OWNER MAY PLACE AN IDF IN THIS LOCATION.
  - 3 #6, 1 #10 GND., 1" C.
  - FLUID MANAGEMENT SYSTEM. MAKE ALL REQUIRED ELECTRICAL CONNECTIONS TO SENSORS AND ALARMS. RE: MECHANICAL DRAWINGS.
  - RECEPTACLE FOR AIR DRYER ACD-F-01. COORDINATE EXACT MOUNTING LOCATION WITH MECHANICAL.
  - BAS CONTROL PANEL(S). COORDINATE EXACT LOCATION WITH TEMPERATURE CONTROLS CONTRACTOR.
  21. NEMA L6-30R RECEPTACLE.
  - "R" SUBSCRIPT INDICATES "STANDBY" POWER DUPLEX RECEPTACLE RED IN COLOR.
  - RECEPTACLE FOR FORKLIFT. NEMA 15-50R.
  - DATA OUTLET FOR TIMELOCK. COORDINATE EXACT MOUNTING HEIGHT AND LOCATION WITH OWNER.
  - 25.3 #8, 1 #10 GND., 3/4" C.
  - JUNCTION BOX FOR DLA CONTROLLER. COORDINATE EXACT MOUNTING HEIGHT AND LOCATION WITH MECHANICAL.

**PARTIAL LEGEND:**

RECESSED MULTI-SERVICE TV BOX WITH DUPLEX RECEPTACLE AND CATV COAX CONNECTOR. STUB 3/4" CONDUIT WITH BUSHED END ABOVE AN ACCESSIBLE CEILING FOR COAX CABLE. COORDINATE EXACT ROUGH-IN LOCATION AND HEIGHT WITH ARCHITECT. HUBBELL #NSAV62M/NSAV6C/NSOKP/NSF70W.



**OWNER**  
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**1310-1380 DA VINCI STREET**  
**NORMAN, OK**

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F: 405.848.9783  
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NO.	DATE	DESCRIPTION
09/18/20	ADD.	NO. 2
07/23/21	FORKLIFT & TIMELOCKS	
08/20/21	VENDING MACHINES & TNS	

GSB PROJECT NO.  
191650

DRAWING TITLE  
POWER PLAN - FLEET  
MAINTENANCE

DATE  
08/28/2020

DRAWING NO.  
**E3-01**

**HAE** Homer Associates Engineers, Inc.  
230 Commerce St., Norman, OK 73071  
Certificate of Authorization No. CA 3520, Expires 03/30/2021  
info@hae.com Ph (405) 801-2528 Fax (405) 801-2529  
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## Architectural Millwork Bid



**AWI**

ARCHITECTURAL  
WOODWORK  
INSTITUTE

Item 19.

# ALPHA OMEGA WOODWORKS, LLC

1912 Atchison Drive  
Norman, OK 73069  
(405) 364-0022 (405) 360-4131 Fax  
*Member of Architectural Woodwork Institute (AWI.)*

Job Name: North Base Complex  
Norman, Oklahoma

Plans: GSB INC  
8/28/20

### Revision 8

Date: September 9, 2021

Addenda: 2

We submit a bid for **Custom Grade**, Millwork, to include:

### Revision 8: Fleet Maintenance Building

Reduce Solid Surface Tops and Supports @ Chief M125

Increase HPL Clad Base Cabinets with Solid Surface Top, HPL Clad Upper @ Breakroom M103

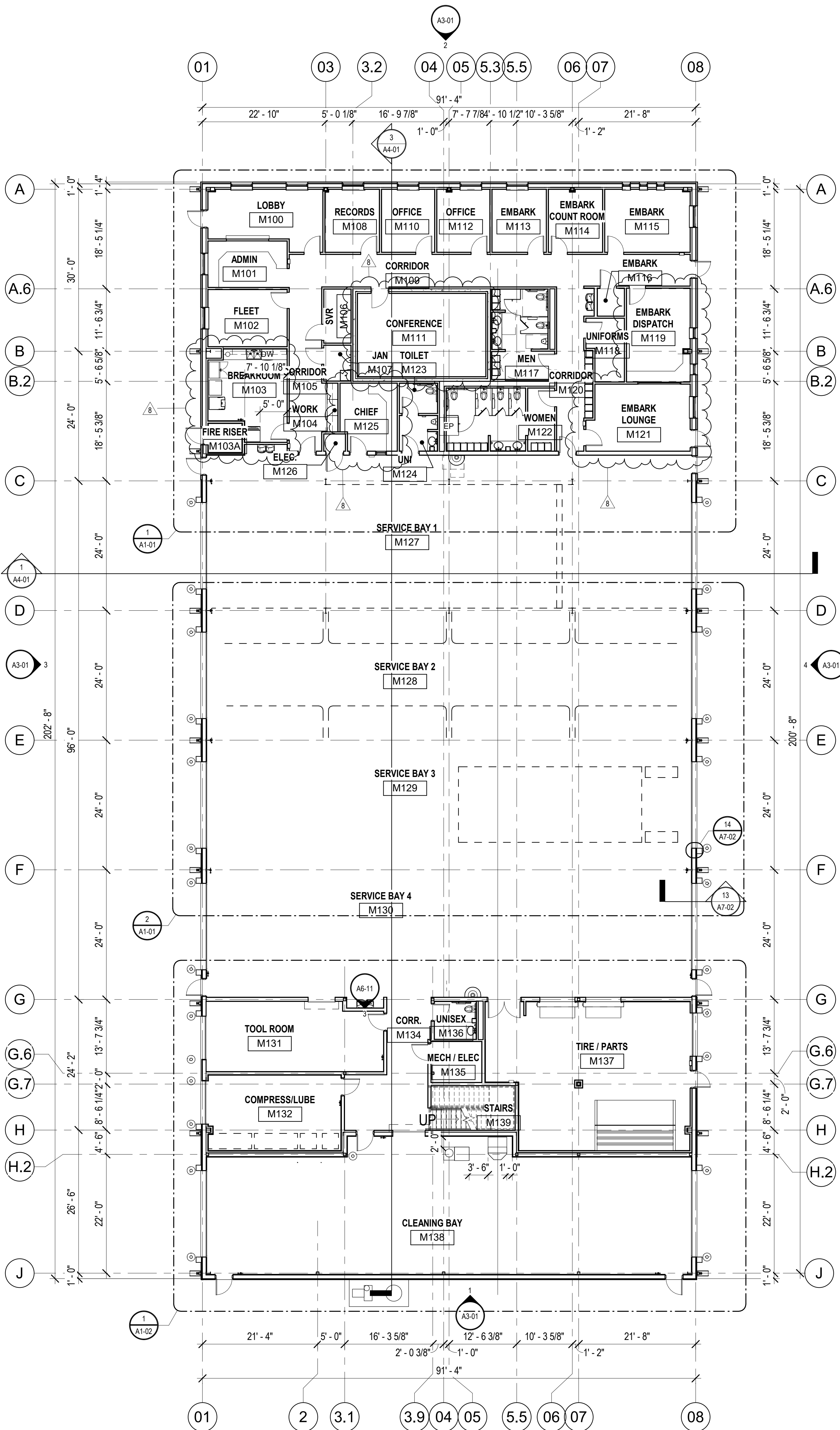
Add Solid Surface Tops and Supports @ Embark Dispatch M119

Excluded in this bid is the following:

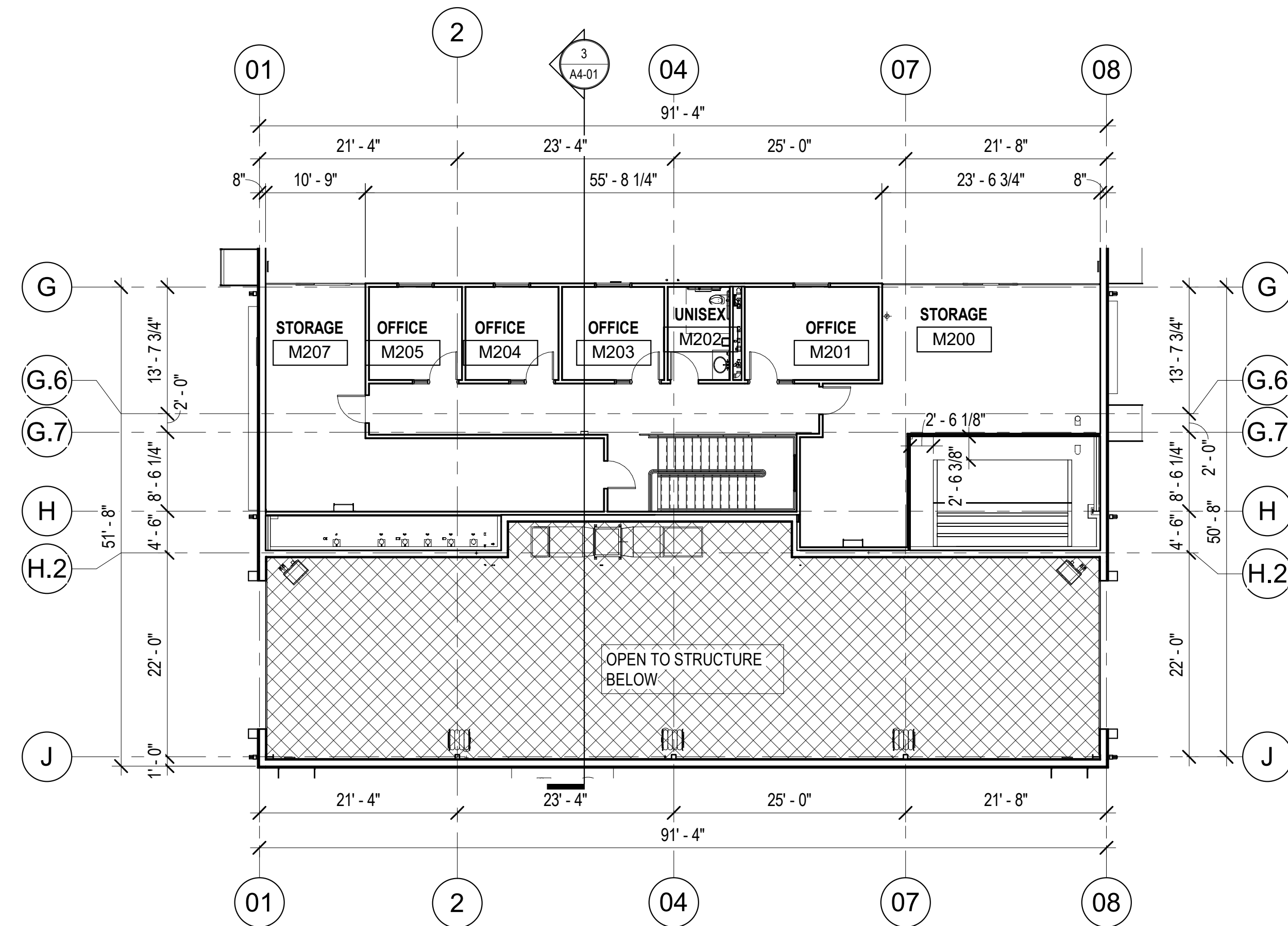
- Any other casework or millwork or trim

**Add for Revision 8, +\$ 3,810.00**

Robert Trammel  
PJ Pinkerton



**1 FLOOR PLAN - LEVEL ONE - FLEET MAINTENANCE**  
A1-00 3/32" = 1'-0"



**2 FLOOR PLAN - LEVEL TWO - FLEET MAINTENANCE**  
A1-00 3/32" = 1'-0"

## FLOOR PLAN LEGEND

ROOM REFERENCE	ROOM NAME	ROOM NAME
101	101	ROOM NUMBER
DOOR NUMBER (A7-01)	101	
WINDOW NUMBER (A7-01)	11	
PARTITION TYPE (A6-00)	Sf	

## PARTITION TYPE LEGEND

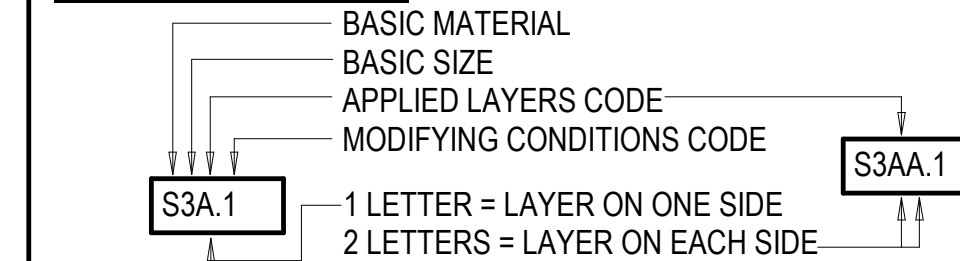
**BASIC MATERIAL:**  
C CONCRETE  
M MASONRY (CMU)  
S STUD

**BASIC SIZE:**  
0 7/8" FURRING CHANNEL  
1 1/2" STUD  
2 1/2" STUD  
3 3/8" STUD  
4 4" CONCRETE, MASONRY OR STUD  
6 6" CONCRETE, MASONRY OR STUD  
8 8" CONCRETE, MASONRY OR STUD

### APPLIED LAYERS:

A 1 LAYER 5/8" GYPSUM BOARD  
B 2 LAYERS 5/8" GYPSUM BOARD  
C 1 LAYER 1/2" GYPSUM BOARD  
D 2 LAYERS 1/2" GYPSUM BOARD  
E RESERVED  
F 1 LAYER 5/8" CEMENTITIOUS BACKER BOARD  
G 1 LAYER 1/2" CEMENTITIOUS BACKER BOARD  
H 1 LAYER 5/8" MOISTURE RESISTANT GYPSUM BOARD  
J 1 LAYER 1/2" MOISTURE RESISTANT GYPSUM BOARD  
K SHAFTWALL CONSTRUCTION

### PARTITION TYPE SYMBOL



### MODIFYING CONDITIONS:

1. 4" SOUND ATTENUATION BLANKETS IN STUD CAVITIES
2. USE 5/8" TYPE "X" GYPSUM BOARD

### GENERAL NOTE:

1. FURNITURE IS NOT IN CONTRACT. INDICATED FOR ELECTRICAL AND AV CONNECTIONS
2. REFER TO A2 (ENLARGED FLOOR PLANS) FOR INTERIOR DIMENSIONS.
3. PROVIDE ISIMET DLA SERIES WATER CONTROLLER FOR DRUG TESTING LAB FOR SINGLE RESTROOM USE. CONTROLLER TO BE MOUNTED TO WALL, FACING ROOM UNIT #M124. CONTROLLER TO BE MOUNTED 48" AFF. PROVIDE FACTORY SOLENOID VALVE ASSEMBLY, LOCATED ABOVE LAY-IN CEILING IN ROOM TOILET #M123.
4. RECEPTACLE FOR FORKLIFT. NEMA 15-50R.
5. DATA OUTLET FOR TIMECLOCK. COORDINATE EXACT MOUNTING HEIGHT AND LOCATION WITH OWNER.



**OWNER**  
CITY OF NORMAN, OKLAHOMA  
201 A WEST GRAY STREET  
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www.jacinc.com

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**gsb** 3555 NW 58th Street  
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F: 405.848.9783  
www.gsb-inc.com

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## REVISIONS

NO.	DATE	DESCRIPTION
7	7/23/2021	FORKLIFT, TIMECLOCK, DRUG TESTING & DOOR HEIGHT
8	8/20/2021	Revision 8

GSB PROJECT NO.  
191650

DRAWING TITLE  
FLOOR PLAN - FLEET MAINTENANCE

DATE  
8/28/2020

DRAWING NO.

**A1-00**



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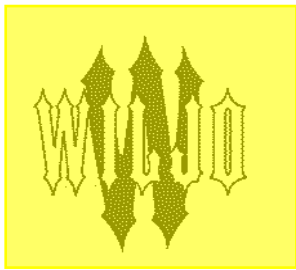
DRAWING NO.

39



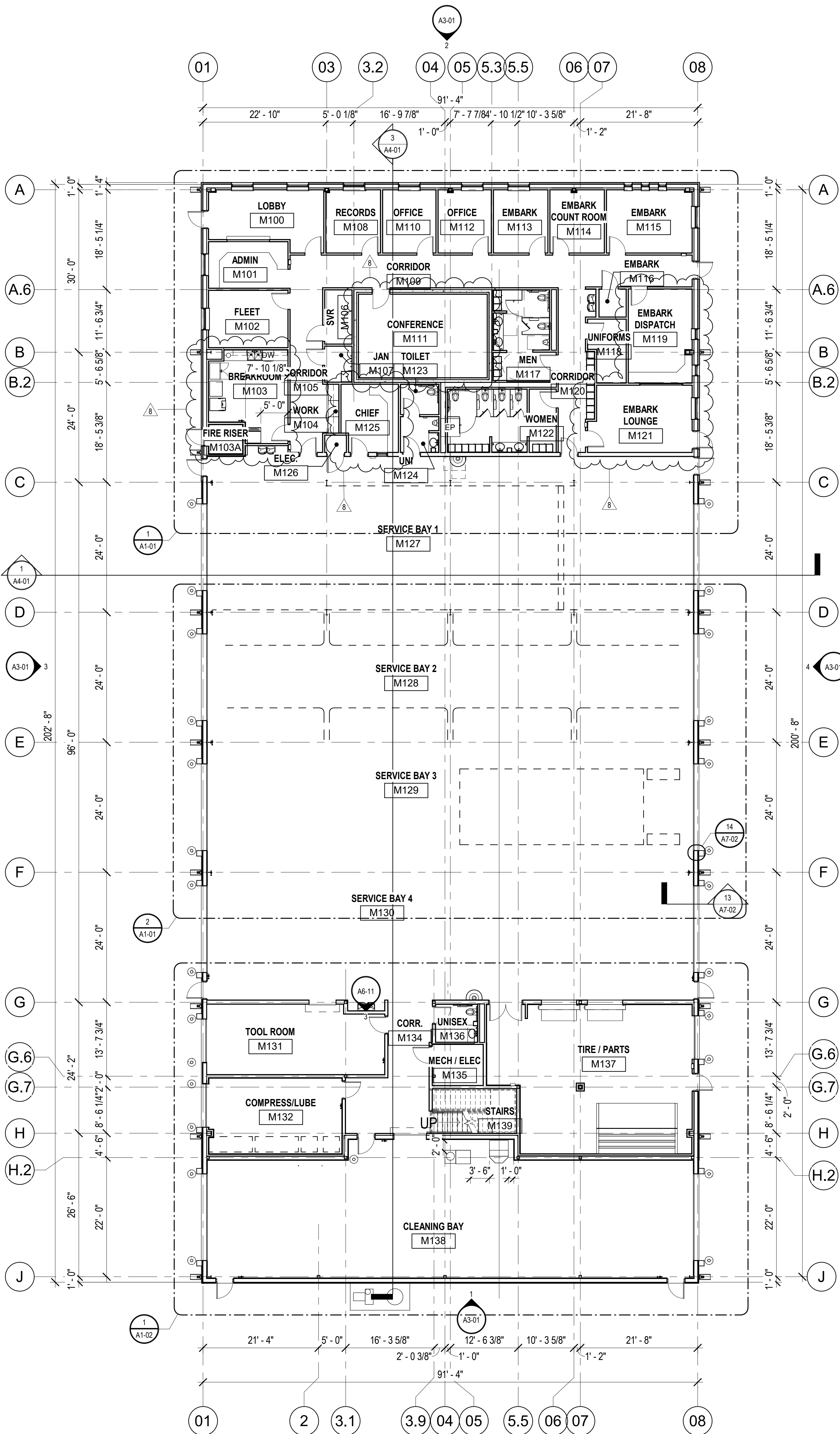
ACT - ACOUSTICAL CEILING TILES
EP - EPOXY
FRP - FIBERGLASS REINFORCED PANEL
GL - GLASS
LAM - LAMINATE
LVT - LUXURY VINYL TILE
MT - LINER METAL BUILDING PANEL
MR - MIRROR
N/A - NOT APPLICABLE
OTS - OPEN TO STRUCTURE
PLY - PLYWOOD DECK
PT - PAINT
RB - RESILIENT BASE
RTR - RESILIENT TREADS / RISERS
SC - SEALED CONCRETE
SSC - STAINED & SEALED CONCRETE
SF - SPECIAL FINISH
SS - SOLID SURFACE
TL - TILE



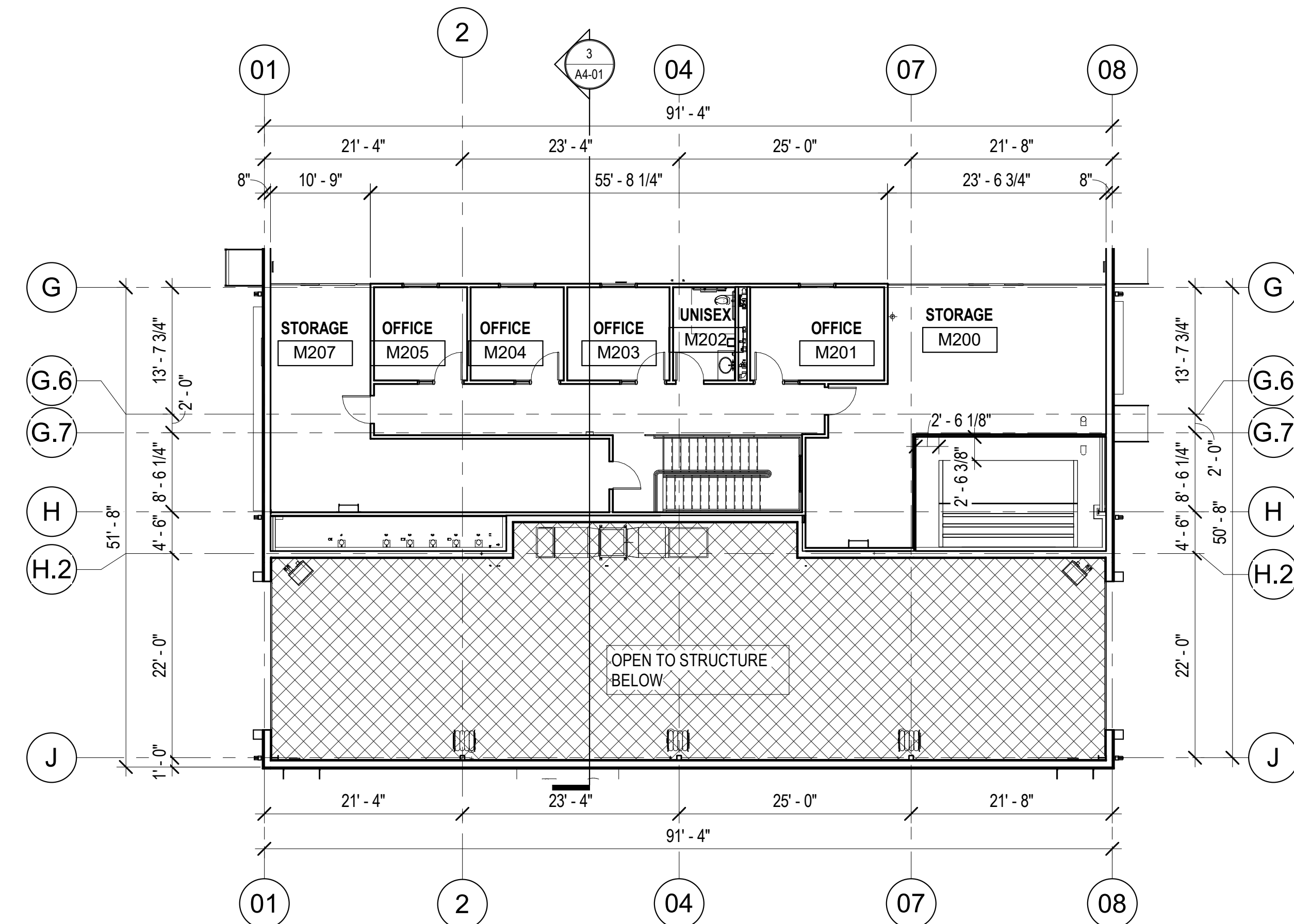


**WILJO INTER** Item 19.  
109 NE 38  
Oklahoma City, OK 73105  
Phone: 405-792-7979  
Fax: 405-792-7980  
www.wiljointeriors.com

<b>TO:</b> Phillip Gunderson Flintco	<b>JOB:</b> City of Norman- North Base Complex
<b>DATE:</b> 09/07/21	<b>PLAN DATE:</b>
<b>ADDENDUMS:</b> RFI #33	<b>VOID PRICE AFTER:</b> 30 Days
<b>SCOPE:</b>	
08/30/21 - Removed a column to meet a requested dimension in room M103.	
<b>AMOUNT</b>	
\$583	
<b>EXCLUSIONS:</b>	
Overtime or nightwork; MEP; sealing of MEP penetrations; finished wood; millwork; provide or install of doors or door hardware; provide door frames; provide or install of any aluminum doors, door frames or window frames; provide or install of RR accessories; install of fire extinguisher cabinets; mullion caps; glazing; tape & bed; paint; EIFS or stucco; texture; flooring; transition strips; wall tile; blown-in insulation; engineering; any work not mentioned in scope above.	
<b>TOTAL:</b> <span>\$583</span>	
Respectfully Submitted,	
Frank Snolis WILJO INTERIORS, INC.	
393	



**FLOOR PLAN - LEVEL ONE - FLEET MAINTENANCE**  
1  
A1-00  
3/32" = 1'-0"



**FLOOR PLAN - LEVEL TWO- FLEET MAINTENANCE**  
2  
A1-00  
3/32" = 1'-0"

## FLOOR PLAN LEGEND

ROOM REFERENCE	ROOM NAME	ROOM NAME
101	101	ROOM NUMBER
DOOR NUMBER (A7-01)	101	
WINDOW NUMBER (A7-01)	11	
PARTITION TYPE (A6-00)	Sf	

## PARTITION TYPE LEGEND

**BASIC MATERIAL:**  
C CONCRETE  
M MASONRY (CMU)  
S STUD

**BASIC SIZE:**  
0 7/8" FURRING CHANNEL  
1 1/2" STUD  
2 1/2" STUD  
3 3/8" STUD  
4 4" CONCRETE, MASONRY OR STUD  
6 6" CONCRETE, MASONRY OR STUD  
8 8" CONCRETE, MASONRY OR STUD

**APPLIED LAYERS:**  
A 1 LAYER 5/8" GYPSUM BOARD  
B 2 LAYERS 5/8" GYPSUM BOARD  
C 1 LAYER 1/2" GYPSUM BOARD  
D 2 LAYERS 1/2" GYPSUM BOARD  
E RESERVED  
F 1 LAYER 5/8" CEMENTITIOUS BACKER BOARD  
G 1 LAYER 1/2" CEMENTITIOUS BACKER BOARD  
H 1 LAYER 5/8" MOISTURE RESISTANT GYPSUM BOARD  
J 1 LAYER 1/2" MOISTURE RESISTANT GYPSUM BOARD  
K SHAFTWALL CONSTRUCTION

**PARTITION TYPE SYMBOL**  
BASIC MATERIAL  
BASIC SIZE  
APPLIED LAYERS CODE  
MODIFYING CONDITIONS CODE  
S3A.1  
S3AA.1  
1 LETTER = LAYER ON ONE SIDE  
2 LETTERS = LAYER ON EACH SIDE

**MODIFYING CONDITIONS:**  
1. 4" SOUND ATTENUATION BLANKETS IN STUD CAVITIES  
2. USE 5/8" TYPE "X" GYPSUM BOARD

## GENERAL NOTE:

- FURNITURE IS NOT IN CONTRACT. INDICATED FOR ELECTRICAL AND AV CONNECTIONS.
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- PROVIDE ISIMET DLA SERIES WATER CONTROLLER FOR DRUG TESTING LAB FOR SINGLE RESTROOM USE. CONTROLLER TO BE MOUNTED TO WALL, FACING ROOM UNIT #M124. CONTROLLER TO BE MOUNTED 48" AFF. PROVIDE FACTORY SOLENOID VALVE ASSEMBLY, LOCATED ABOVE LAY-IN CEILING IN ROOM TOILET #M123.
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## REVISIONS

NO.	DATE	DESCRIPTION
7	7/23/2021	FORKLIFT, TIMECLOCK, DRUG TESTING & DOOR HEIGHT
8	8/20/2021	Revision 8

GSB PROJECT NO.  
191650

DRAWING TITLE  
FLOOR PLAN - FLEET MAINTENANCE

DATE  
8/28/2020

DRAWING NO.

**A1-00**

## PROPOSED CHANGE ORDER SUMMARY

**Subcontractor Name (if applicable):**

**Oakridge Builders a Division of Flintco, LLC**

**SUBCONTRACTOR WORK or**

**X CONSTRUCTION MANAGER SELF PERFORMED WORK**

## THE CITY OF NORMAN

Project Name/ #: Norman North Base - Phase 1 - Main Job

CE No: #003

CE Title: Additional Blocking for TVs & Millwork

CE Date: 9/13/2021

[illegible]

# REVISION 9





September 13th, 2021

Flintco  
Attn: Phillip  
Email: phillip.gunderson@flintco.com

Re: City of Norman- North base complex- Revision #9  
Norman, OK

We propose and agree to furnish all labor, material, equipment, and insurance necessary to complete subject work as follows:

1. Sawcut and remove curb, gutter, and paving.
2. All materials will be hauled off site and disposed of, proposal includes all disposal fees.

This work will be completed for the sum of **\$1,140.00** (One Thousand One Hundred Forty Dollars).

If you have any questions regarding this proposal, please contact me at (405) 478-8833.

Respectfully,

Date: \_\_\_\_\_

Bryan Gann  
Project Estimator

Accepted: \_\_\_\_\_



Jason Lohaus - Est. Item 19.  
turningpoint.lohaus@gmail.com  
Cell: 405-255-3395  
Office: 405-579-7663  
Fax: 405-579-1693  
Federal ID: 71-0913108  
PO Box 1805 | Blanchard OK 73010

September 10, 2021

RE: Norman North Base Complex

**REVISION 9 CHANGES:**

- Add 4" thick sidewalk paving to accommodate bike rack per revised SH C4.0
- Add 7" NR PC Paving per added SH C4.4 and detail C5.0
- Add 32" Curb and Gutter adjacent to new PC paving per added SH C4.4

**ITEMIZED AS FOLLOWS:**

DESCRIPTION:	QTY:	UNIT:	UNIT COST:	SUB:
4" NR PC Sidewalk on 2" Sand Bed	90.00	SF	6.00	540.00
7' NR PC Paving on 8" Agg Base	930.00	SF	8.00	7440.00
32" Curb and Gutter	110.00	LF	25.00	2750.00

<b>TOTAL:</b>	<div style="border: 2px solid red; padding: 5px; display: inline-block;"><b>\$10,730.00</b></div>
---------------	---

**Exclusions:** Construction Staking, Testing, Site Grading exceeding +/- a 10<sup>th</sup>,  
Erosion Control, Backfill, Location-Relocation or Repair of Utilities,  
Utility Lay Out, Sleeves, Storm Water Collection Devices/Work, Demo,  
Offsite Washout, Bollard Material, Bike Rack Installation  
P&P/Maintenance Bonds, Tax, Dirt work, Landscaping, Etc.

## DSE Bidding and Estimating Form

Job: North Base

Page # 14

Area: gate relocation

Enter E, C or W in Unit

Item	Qty	Unit	Description	Labor Hours	Ext	Material	Ext	Open	Ext
1			added about 500' to run						
2									
3	50	e	10' sticks of 1" pvc for power			13.80	690.00		
4	1500	e	500' x 3 of fhnn #8 wire			0.65	975.00		
5	24	e	2 men 24 hours labor	2	48.00				
6	3	e	quzite j-boxes (due to length of run)			105.00	315.00		
7									
8	50	e	10' sticks of 1" pvc for controls			13.80	690.00		
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
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21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
Totals				2	48.00		2670.00		0.00

Labor Hour Rate 60

Tax Rate

Profit 15.00%

Total Labor 2,880

Total Material 3,071

Total Opening 0

Total 5,951

Total Page 14



# PROPOSAL/CONTRACT

Amer Item 19.

215 N. Cooley Drive  
Oklahoma City, OK 73127  
405-685-4800  
americanfenceok.com  
estimating@americanfenceok.com

PO#:

DATE: 09/01/2021

CUSTOMER:

JOB LOCATION:

Flintco  
Oklahoma City OK

North Base Complex  
Revision 9  
Norman, OK

## NOTES:

Install approx. 275LF of 8' tall chainlink fence plus 3 strands of barbed wire

## TERMS & CONDITIONS

American Fence agrees to guarantee above fence to be free from defects in materials and workmanship for one year. American Fence shall advise the customer as to local zoning regulations but responsibility for complying with said regulation is the customers. American Fence will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does American Fence assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed. American Fence will assume the responsibility for having underground public utilities located and marked. However, American Fence assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing American Fence to dig in the immediate vicinity of known utilities. The final billing will be based on the actual footage of fencing built and the work performed. Partial billing may be sent at weekly intervals. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. ALL CREDIT CARD PAYMENTS WILL HAVE A 3% CONVENIENCE FEE THAT

Subtotal .....	\$	15000.00
Tax .....	\$	0.00
Grand Total .....	\$	15000.00
Down Payment .....	\$	
<b>BALANCE DUE .....</b>	<b>\$</b>	<b>15000.00</b>

## Approved & Accepted for Customer:

_____	_____
Customer	Date
_____	_____
Customer	Date

## Accepted for American Fence:

_____	_____
Salesperson	Date

## PROPOSED CHANGE ORDER SUMMARY

**Subcontractor Name (if applicable):**

**Oakridge Builders a Division of Flintco, LLC**

**SUBCONTRACTOR WORK or**

**X CONSTRUCTION MANAGER SELF PERFORMED WORK**

## THE CITY OF NORMAN

Project Name/#: Norman North Base - Phase 1

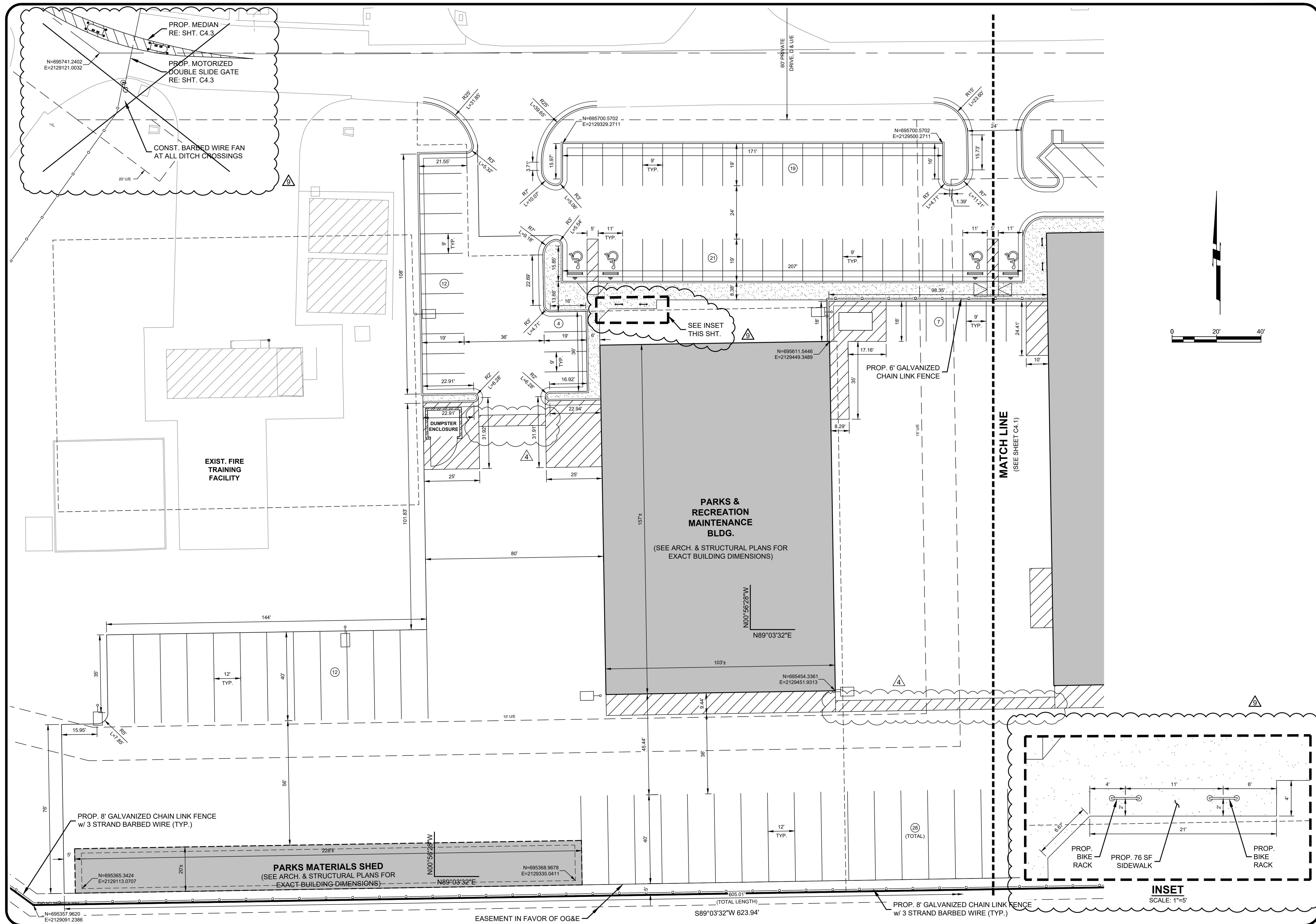
CE No: #003

CE Title: Install (4) Bike Racks

CE Date: 9/13/2021

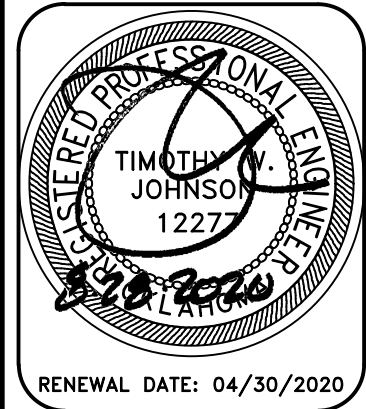
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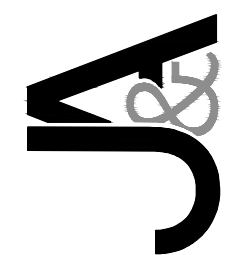


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REVISIONS		DATE
NO.	DESCRIPTION	
1	REVISION #1	11-24-20
2	REVISION #2	08-27-21



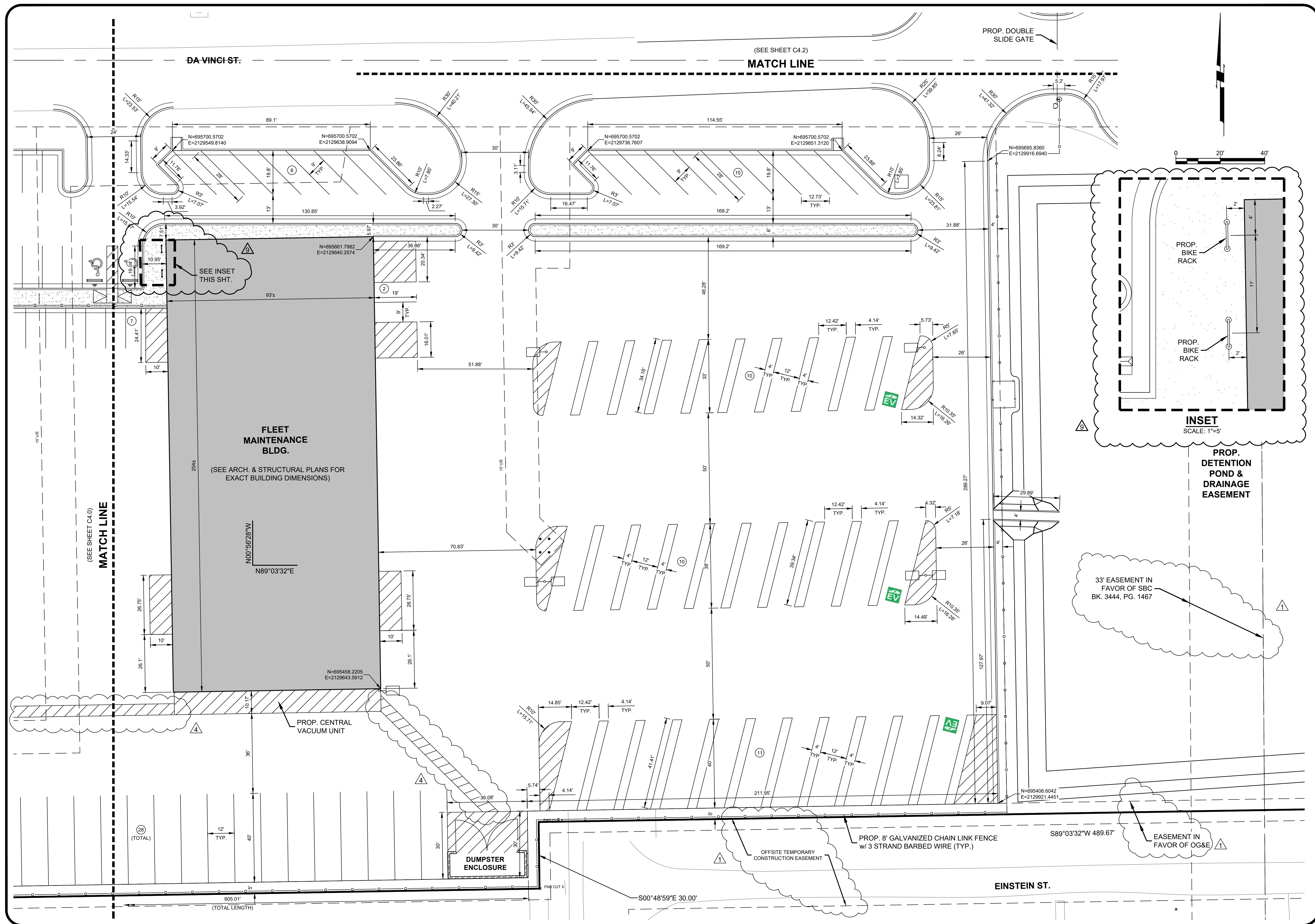
Johnson & Associates, Inc.  
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• ENGINEERS • SURVEYORS • PLANNERS •



CITY OF NORMAN - NORTH  
BASE COMPLEX PHASE 1  
NORMAN, CLEVELAND COUNTY, OKLAHOMA  
SITE DIMENSIONAL PLAN

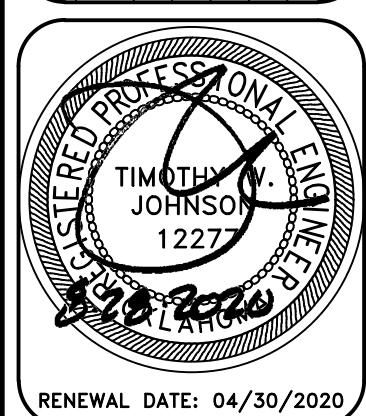
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Approved By:

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**C4.0**

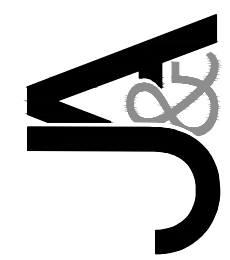


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REVISIONS		DATE
NO.	DESCRIPTION	
1	APPENDIX #1	09-28-20
2	REVISION #1	11-22-20
3	REVISION #2	08-27-21



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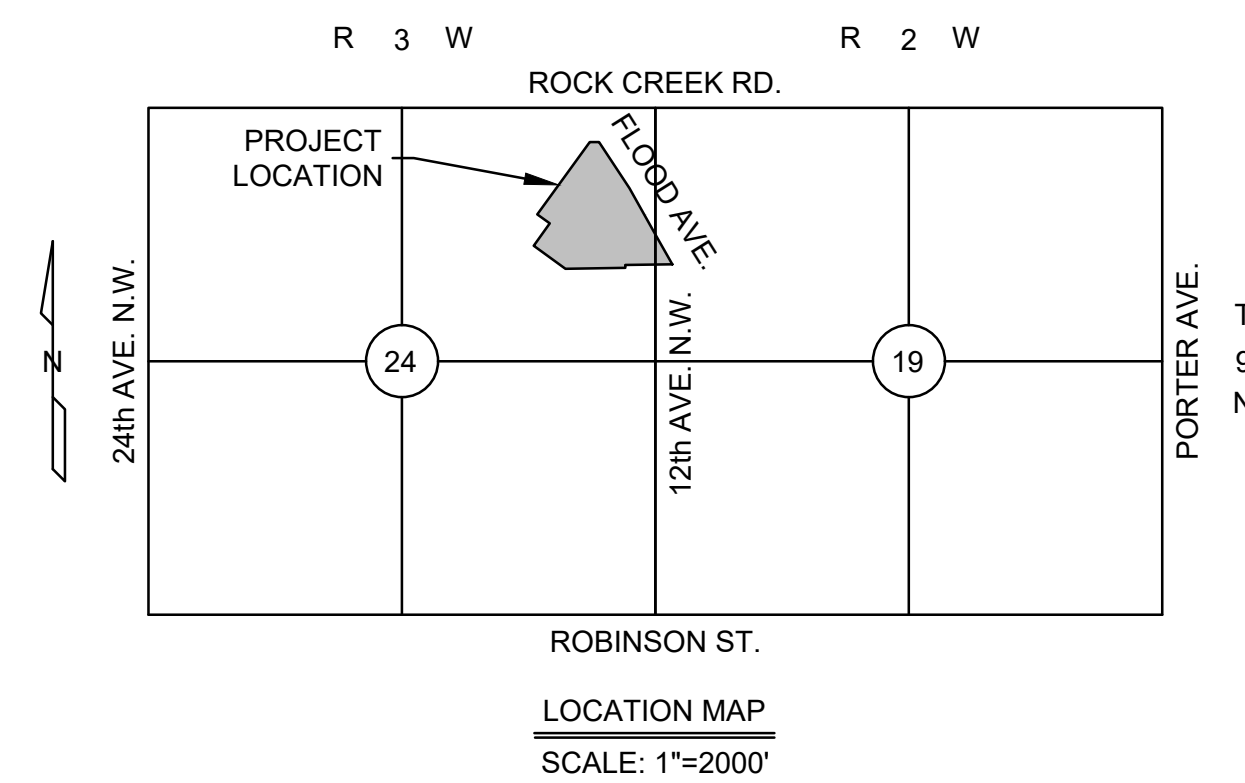
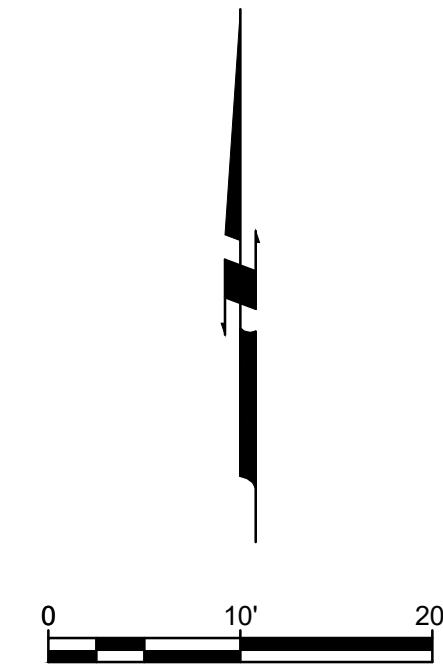
CITY OF NORMAN - NORTH  
BASE COMPLEX PHASE 1  
NORMAN, CLEVELAND COUNTY, OKLAHOMA

SITE DIMENSIONAL PLAN

Proj. No.:  
Date: 08-28-20  
Scale: 1"=20'  
Checked By:  
Approved By:

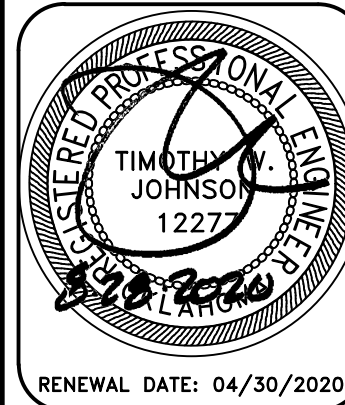
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**C4.1**





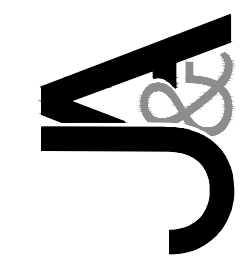
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REVISIONS		
NO.	DESCRIPTION	DATE
1	ADDENDUM #1	09-08-20
2	REVISION #3	10-06-20
3	REVISION #9	08-27-21



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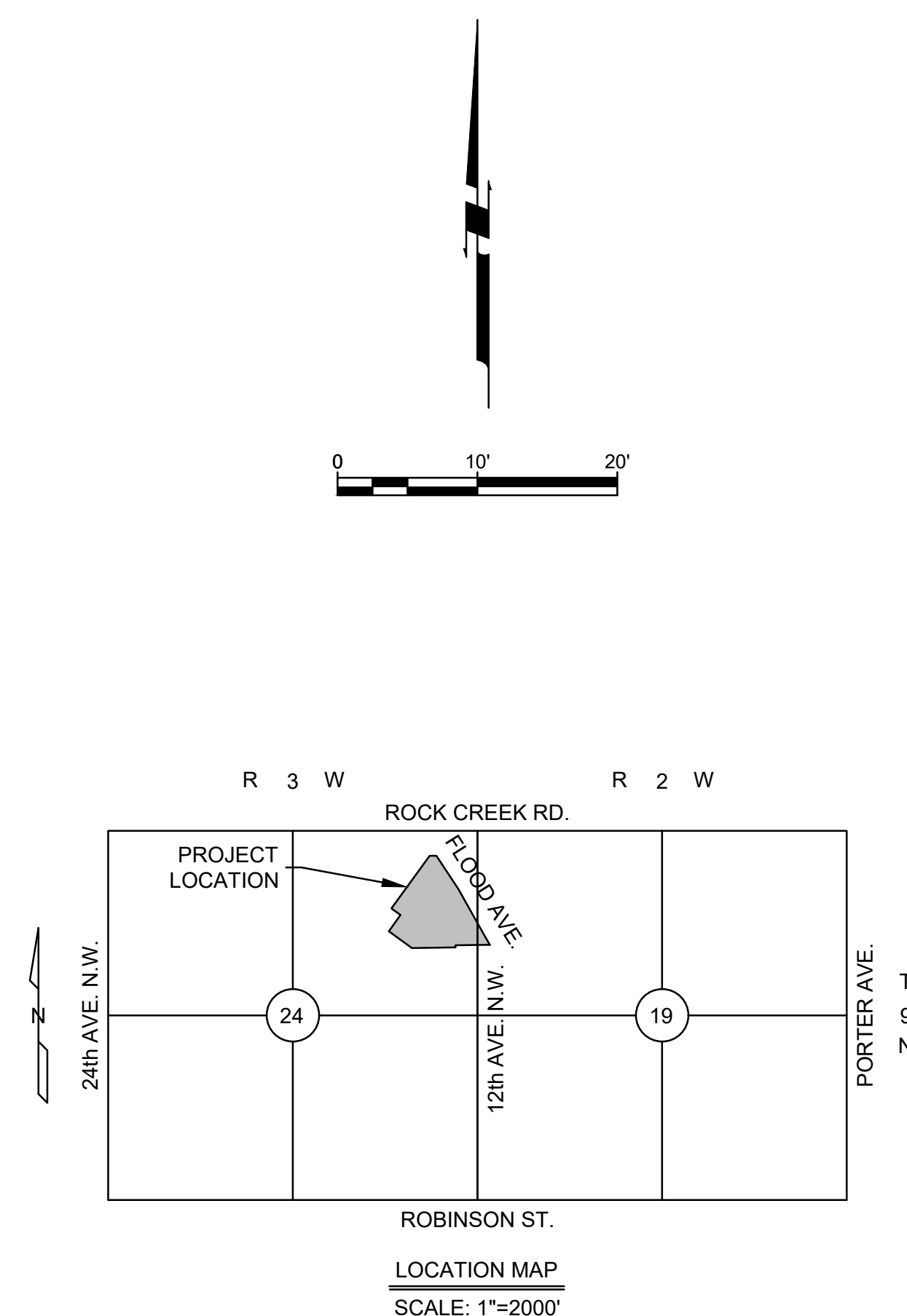


**CITY OF NORMAN - NORTH  
BASE COMPLEX PHASE 1  
NORMAN, CLEVELAND COUNTY, OKLAHOMA  
SITE DIMENSIONAL PLAN**

Proj. No.: \_\_\_\_\_  
Date: 08-28-20  
Scale: 1"=10'

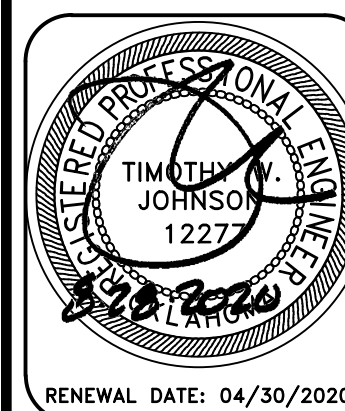
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Approved By: \_\_\_\_\_

SHEET NUMBER  
**C4.3**



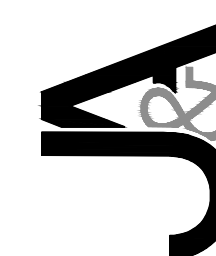
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REVISIONS		
NO.	DESCRIPTION	DATE
1	ADDENDUM #1	09-08-20
2	REVISION #3	10-06-20
3	REVISION #6	08-27-21



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**CITY OF NORMAN - NORTH  
BASE COMPLEX PHASE 1  
NORMAN, CLEVELAND COUNTY, OKLAHOMA  
SITE DIMENSIONAL PLAN**

Proj. No.: \_\_\_\_\_  
Date: 08-28-20\_\_\_\_  
Scale: 1"=10'  
  
Checked By: \_\_\_\_\_  
  
Approved By: \_\_\_\_\_

9 SHEET NUMBER  
**C4.4**

# **ADDITIONAL INTERIOR SAFETY STRIPPING - REV 3**





For  
North Base Complex – Phase 1  
Norman, OK

**REV 3 Pricing**



## Scope of Work and Recommendations

### Safety Markings

Yellow line striping/path – option to create solid yellow patch vs striping  
3” lettering no more than 10 feet apart

If Striped with Lettering	\$5,720.00
If Solid Path with Lettering	\$4,760.00

Proposed and Approved By:

Bryan M Lassiter      9/10/21  
Bryan M Lassiter      Date  
General Manager

Reviewed and Accepted By:

\_\_\_\_\_  
Authorized Representative of      Date  
Contractor/Owner

**ARCHITECT**  
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3555 NW 58th Street, Suite 700W  
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NORMAN, OK

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## REVISIONS

NO.	DATE	DESCRIPTION
3	10/21/2020	Revision 3



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GSB PROJECT NO.

191650

191000

DRAWING TITLE  
LIFE SAFETY PLAN, FLEET

LIFE SAFETY PLAN - FLEET  
MAINTENANCE

DATE \_\_\_\_\_

8/28/2020

DRAWING NO.

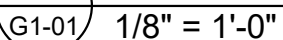
DRAWING NO.

C1 01

(G1-01)

# CH 1

---



# **ADDITIONAL SECURITY & ACCESS CONTROL**



## DSE Bidding and Estimating Form

Job: north base

Page # 10

Area: rfi 41 feet

Enter E, C or W in Unit

Item	Qty	Unit	Description	Labor Hours	Ext	Material	Ext	Open	Ext
1									
2	3	e	10' sticks of 1.25" emt			36.00	108.00		
3	11	e	10' sticks of 2.5" emt			77.00	847.00		
4	15	e	10' sticks of 1" emt			22.00	330.00		
5	18	e	18 hours labor 1 man	1	18.00				
6									
7									
8	1	e	deduct for pipe in drop ceiling			-1,500.00	-1500.00		
9									
10									
11									
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14									
15									
16									
17									
18									
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27									
28									
29									
30									
31									
32									
Totals				1	18.00		-215.00		0.00

Labor Hour Rate 60

Tax Rate

Profit 15.00%

Total Labor 1,080

Total Material -247

Total Opening 0

Total 833

Total Page 10





Flintco LLC (40-000)  
2302 South Prospect  
Oklahoma City, Oklahoma 73129  
Phone: (405) 670-6307

Project: 20136 - City of Norman - North Base Complex Phase 1  
1310-1380 DA Vinci Street  
Norman, Oklahoma 73069

## Additional Security & Access Control Conduit

TO:	Michael Segroves GSB, Inc. 3555 NW 58th Street, Suite 700W Oklahoma City, Oklahoma 73112	FROM:	Zack Blair Flintco, LLC - OKC 2302 S. Prospect Oklahoma City, Oklahoma 73129
DATE INITIATED:	06/04/2021	STATUS:	Open
REFERENCE:		DUE DATE:	06/15/2021
COST IMPACT:	Yes (Unknown)	SCHEDULE IMPACT:	No
LINKED DRAWINGS:		RECEIVED FROM:	Brandon Reed (Don Schimmel & Electric, Inc.)

### COPIES TO:

Carolyn Bennett (GSB, Inc.), Paul D'Andrea (City of Norman), Geoff Evans (Planning Design Group), Phillip Gunderson (Flintco, LLC - OKC), Bill Harrell (ADG), Sarah Hendrickson (ADG), Joseph Hill (City of Norman), Randy Hill (ADG), Cory Rackley (Flintco, LLC - OKC), David Stanton (GSB, Inc.)

### Question from Zack Blair (Flintco, LLC - OKC) at 02:31 PM on 06/04/2021

Reference Electrical, Convergent Drawings, and SK-1

On May 27th, 2021, a coordination meeting was held with FLintco, City of Norman, and Convergent present, with the main topic regarding exposed raceways/cabling in the shop area. In the electrical drawings, general note "N" calls for the electrical contractor to provide all raceways shown on Convergent drawings. The raceways needed for convergent to get their cabling back to the comm room were not shown, and only the conduit required for the door access control was shown in the original Convergent drawings. After talking this through with Convergent, and Paul D'andrea, we all agreed that the access control wiring above dropped ceilings could be eliminated and Convergent's wiring could be free air with J-hooks in those areas, eliminating the need for conduit above ceiling. The intention was to have a wash between eliminating the aforementioned conduit and adding the conduit across the shop/bay areas as shown in Convergent's revised drawings, however, the revised conduit routing exceeds the original quote by approximately \$1500.

Please advise if Flintco should proceed with installing the added conduit per the revised Convergent Drawings at an additional ROM of \$1500.

#### Attachments:

[RFI #041 - SK1.pdf](#)

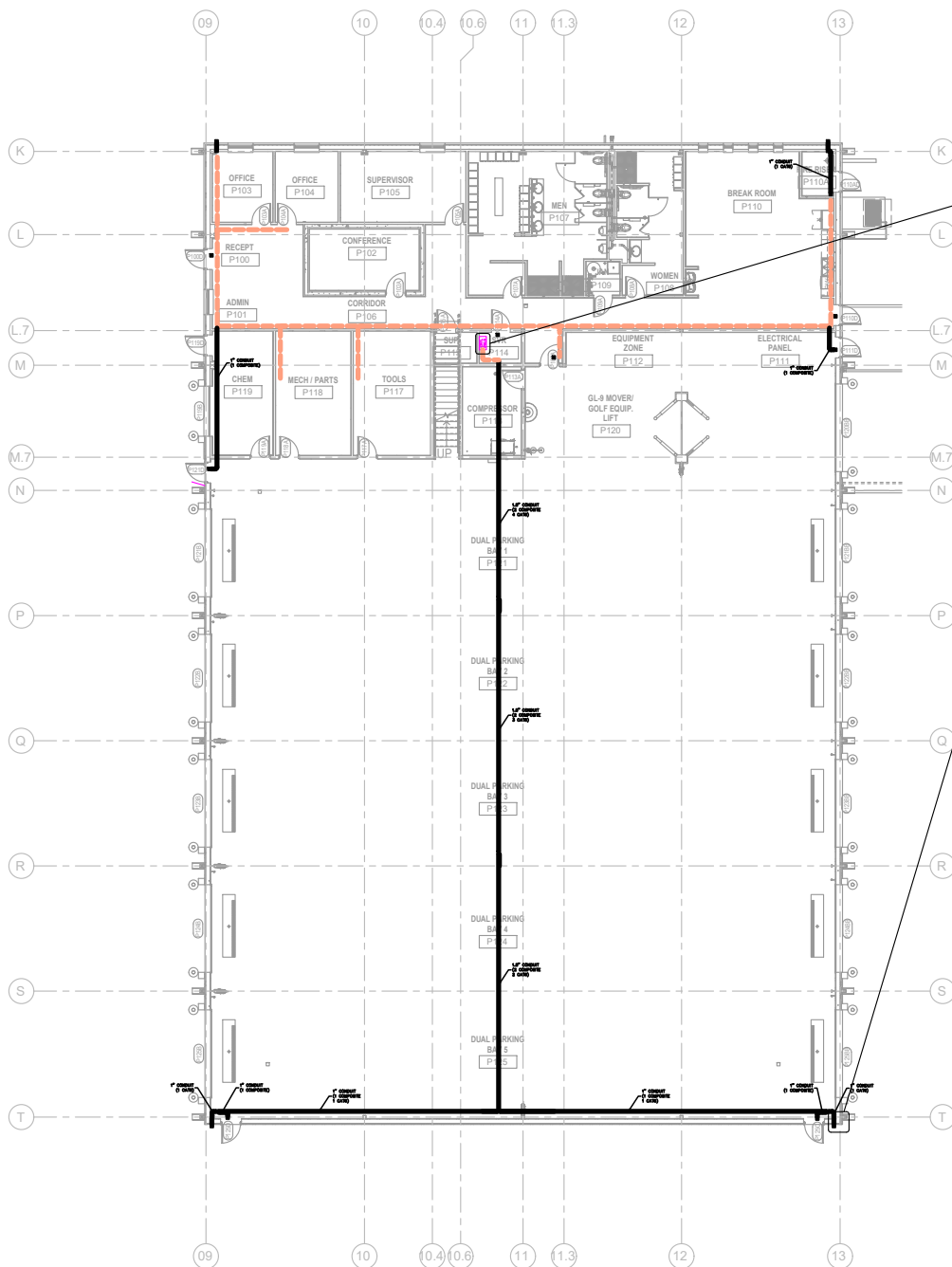
### Official Response

Awaiting an Official Response

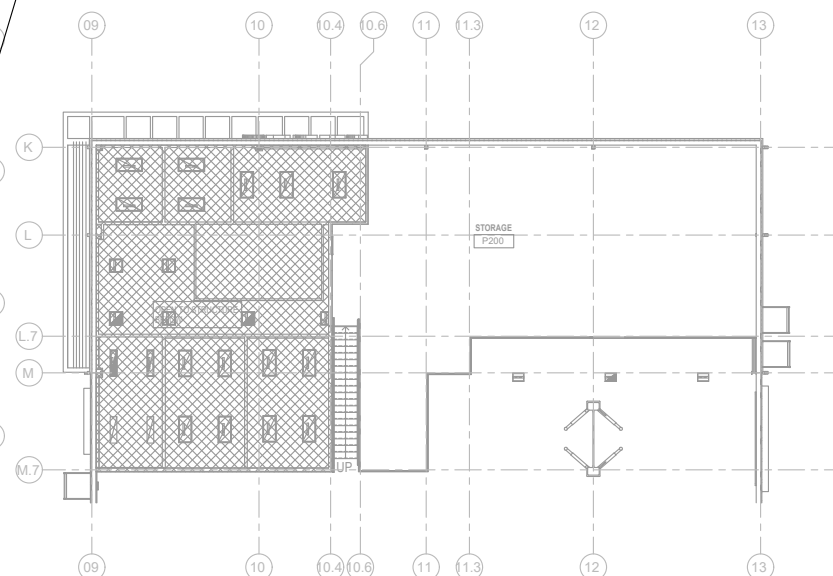
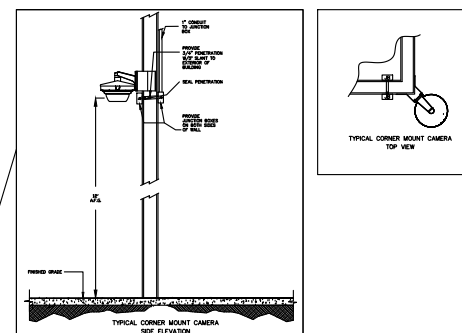
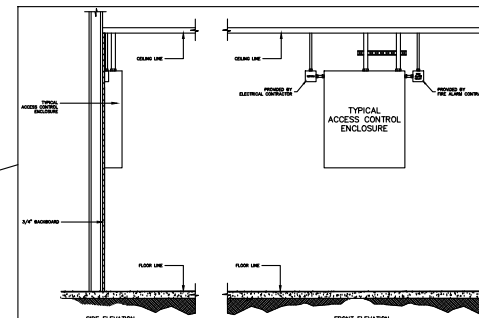
All Replies: [ARCHITECT RESPONSE | JULY 20, 2021:](#)

**FLINTCO MAY PROCEED WITH THE INSTALLATION OF THE ADDED CONDUIT PER THE REVISED CONVERGENT DRAWINGS FOR THE ADD OF \$1,500.**

**MICHAEL SEGROVES, AIA / AICP**  
PROJECT ARCHITECT | GSB, INC. ARCHITECTS & PLANNERS



**FLOOR PLAN - LEVEL ONE - PARKS MAINTENANCE**  
1/8" = 1'-0"



**FLOOR PLAN - LEVEL TWO - PARKS MAINTENANCE**  
1/8" = 1'-0"

ACCESS CONTROL LEGEND	
SYMBOL	DESCRIPTION
[Symbol]	ACCESS CONTROL PANELS
[Symbol]	CARD READER
[Symbol]	REQUEST TO EXIT MOTION SENSOR
[Symbol]	ELECTRIC STRIKE
[Symbol]	DOOR CONTACT
[Symbol]	ELECTRIFIED EXIT DEVICE
[Symbol]	ELECTRIFIED HARDWARE POWER SUPPLY
[Symbol]	ELECTRIFIED LOCKSET
CCTV LEGEND	
SYMBOL	DESCRIPTION
[Symbol]	INDOOR DMP IP FIXED CAMERA
[Symbol]	OUTDOOR DMP IP FIXED CAMERA
[Symbol]	INDOOR/OUTDOOR 20MP MULTISENSOR IP CAMERAS
DEVICES SHOWN IN LEGEND ARE TO BE PROVIDED BY SECURITY CONTRACTOR	
CONDUIT LEGEND	
SYMBOL	DESCRIPTION
[Symbol]	J-HOOKS (SEE ADDENDUM A IF MAX SPACING)
[Symbol]	CONDUIT (SEE FLOOR PLAN NOTES FOR CONDUIT SIZE)

**OWNER**  
CITY OF NORMAN, OKLAHOMA  
201 A WEST GRAY STREET  
NORMAN, OKLAHOMA 73069  
(405) 368-5400  
www.normanOK.gov

**ARCHITECT**  
GSB, INC.  
2010 NW 10th Street, Suite 700N  
Oklahoma City, OK 73112  
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www.gsbinc.com

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**NORMAN, OK**

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REVISIONS		
NO.	DATE	DESCRIPTION

GSB PROJECT NO.  
191650

DRAWING TITLE  
FLOOR PLAN - PARKS  
(ADD ALTH1)



**OWNER**  
CITY OF NORMAN, OKLAHOMA  
201 E WEST GRAY STREET  
NORMAN, OKLAHOMA 73069  
(405) 366-0458  
[www.normanok.gov](http://www.normanok.gov)

**ARCHITECT**  
G&B, INC.  
3555 HWY 58th Street, Suite 700W  
Oklahoma City, OK 73132  
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[www.gsb-inc.com](http://www.gsb-inc.com)

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NORMAN, OKLAHOMA 73101  
(405) 801-5253  
[www.haenec.com](http://www.haenec.com)

**LANDSCAPE ARCHITECT**  
PLANNING DESIGN GROUP  
5114 COUNTRY CLUB AVE. - STE. S10  
TULSA, OKLAHOMA 74135  
(918) 628-1255  
[www.planningdesigngroup.com](http://www.planningdesigngroup.com)

CITY OF NORMAN  
NORTH BASE COMPLEX - PHASE 1  
1310-1380 DA VINCI STREET  
NORMAN, OK

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[illegible]

GSB PROJECT NO.	191650
DRAWING TITLE	FLOOR PLAN - FLEET MAINTENANCE

DATE X/XX/2020

DRAWING NO.

XX-XX

# **TILE CHANGE FROM 12x24 TO 18x35**

**APEX FLOORING**

RYAN ELDRIDGE

17885 S Sunnyslane Rd

Norman, Ok 73071

Cell (405) 606-9416

ryan@apex-flooring.com

September 2, 2021

**To: Cory Rackley****From: Ryan Eldridge****Project Name: Norman North Base Complex****Sections Included: Ceramic Tiling****Labor and Materials are Included in the Following:**Emser Blue Emotion Dark **18x35** in lieu of specified **12x24** floor tile

Labor.....\$ 1,147.00

Thinset.....\$ 57.00

Leveling Clips.....\$ 357.00

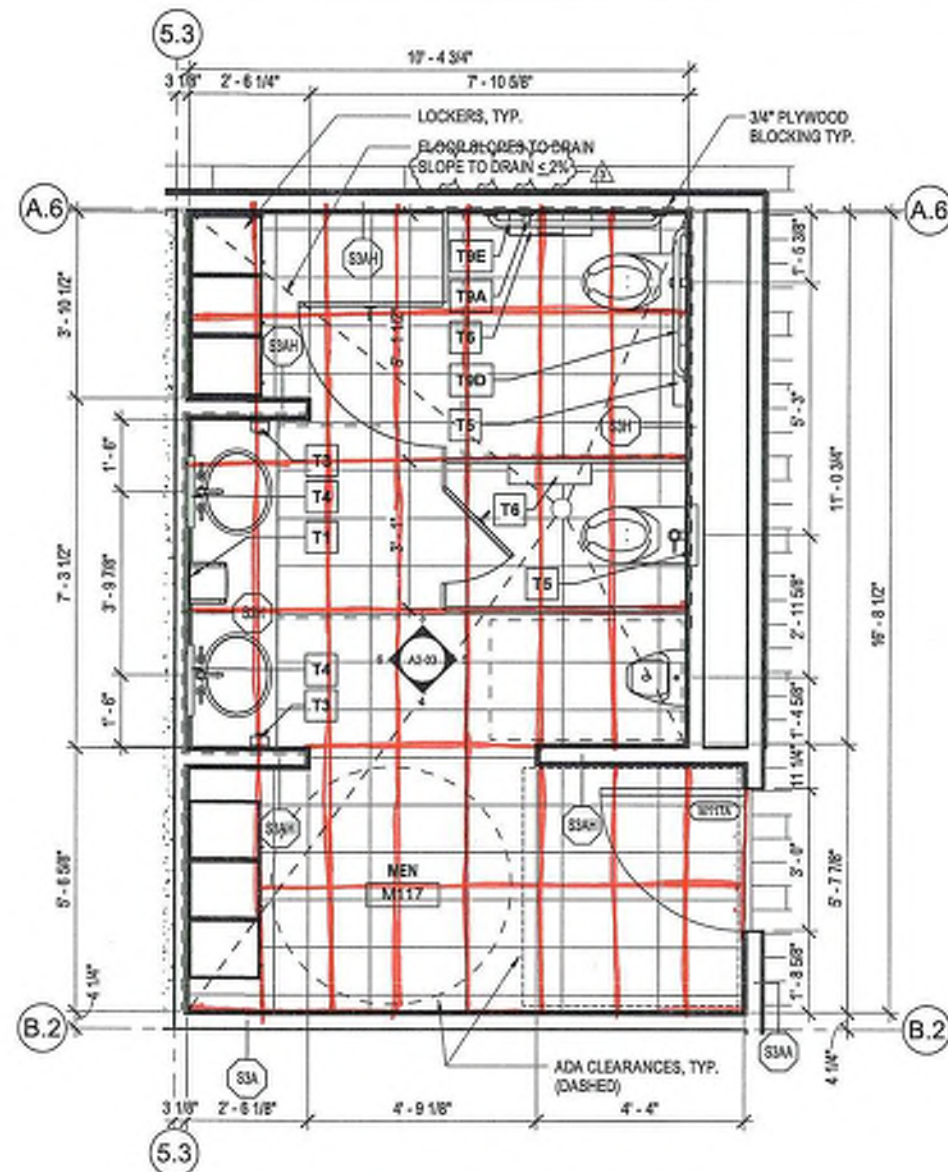
**TOTAL ADD for 18x35 in lieu of specified 12x24.....\$ 1,561.00**

**Note: 1/2 Parks, 1/2 Fleet or \$780.50 each**
**Add On: bonds add 1.5%**

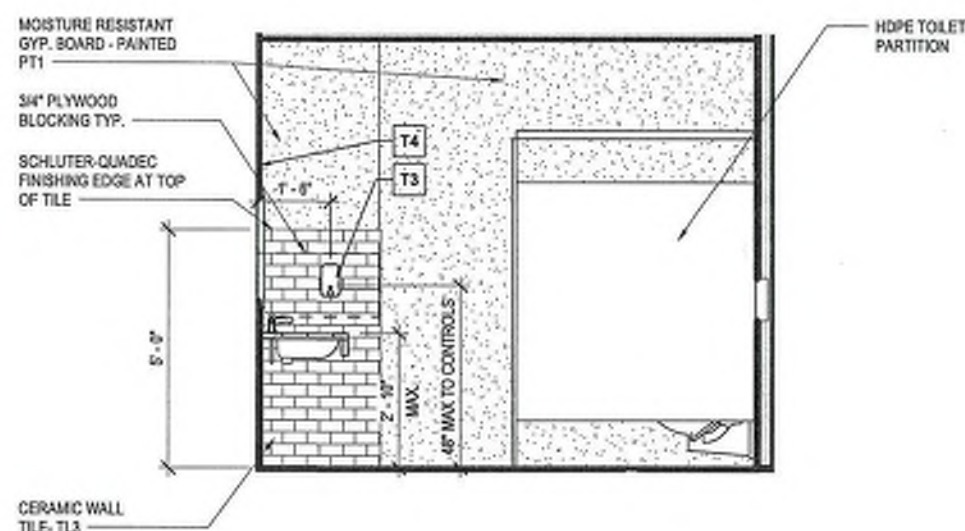
**Bid Exclusions:** Demo, Unforeseen Conditions, Moisture Related Subfloor Failures, cost of any/all subcontract bonds, dumpster, major floor prep, leveling or floating to transitions, furniture moving, final clean, floor protection, hoisting, overtime, mud beds, clean up or any scraping of debris from other trades, cement backer boards, epoxy/stained/sealed concrete.

**\*\*\*Notes:** This proposal includes standard floor prep(1 bag per 1000sf). Standard floor prep is defined as slab blemishes, minor cracks, and nail holes. Any additional bags will result in a change order and must be approved before any work will be performed. A moisture test will be performed on every job prior to installation to determine moisture and PH level of slab. Moisture remediation if required will be considered a change order. All epoxy grout/mortars and cement backer boards are excluded from bids including ceramic tile. All grouts and setting materials are standard unless otherwise noted above. **WARRANTY: 1 year for workmanship only.\*\*\***

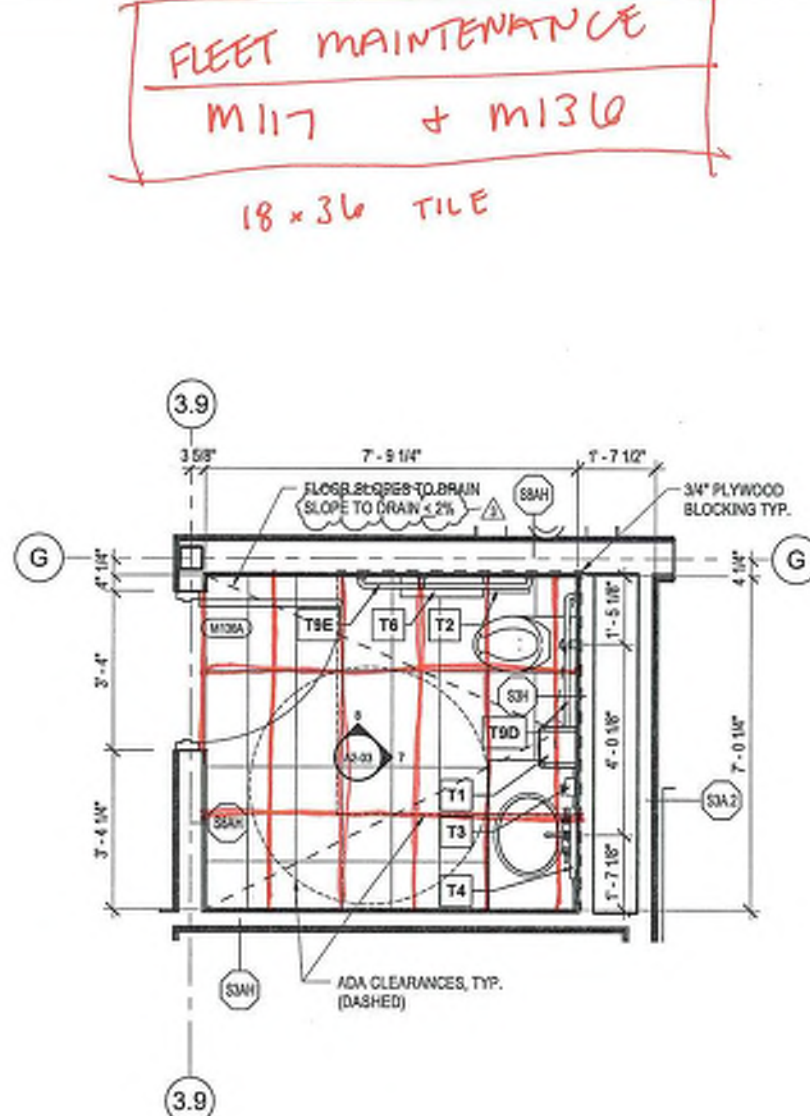
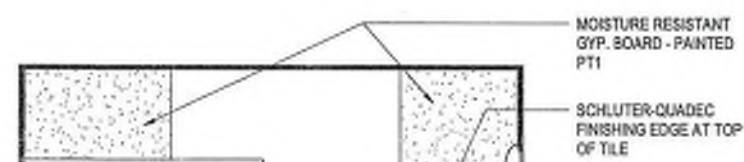




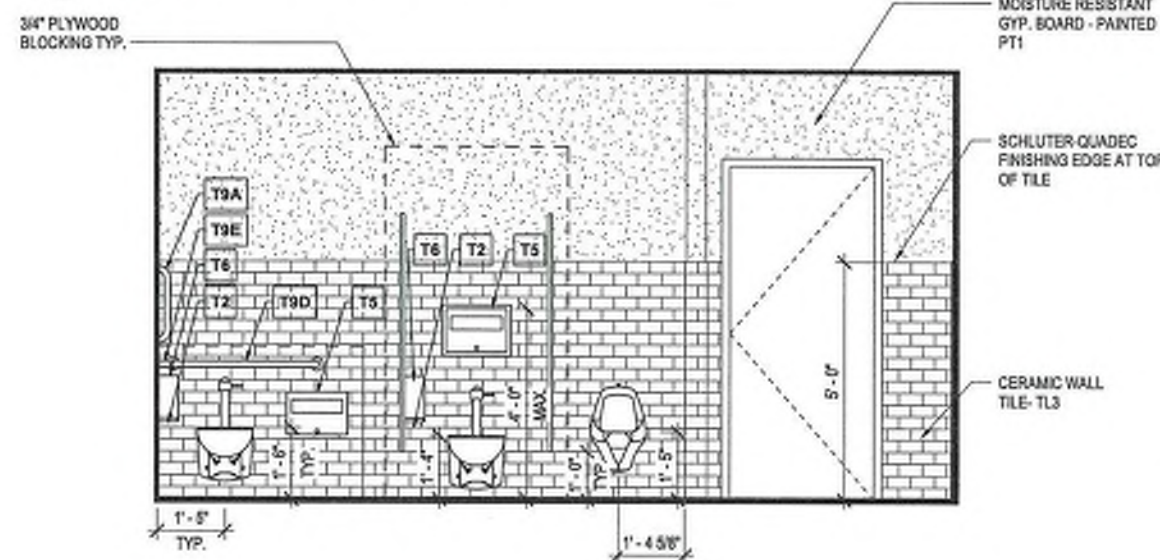
1 ENLARGED FLOOR PLAN - MENS RESTROOM  
1/2" = 1'-0"



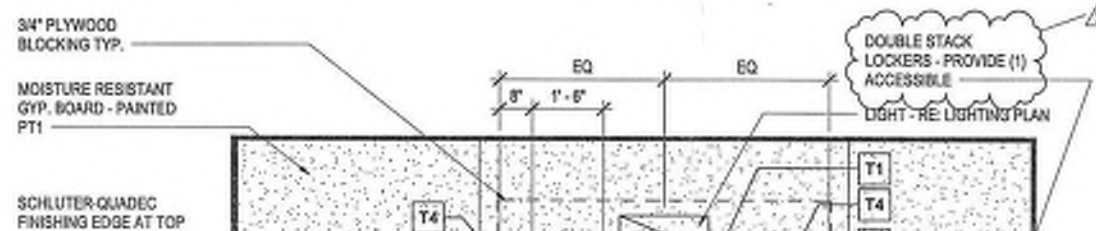
3 INTERIOR ELEVATION - MENS RESTROOM  
1/2" = 1'-0"



2 ENLARGED PLAN - UNISEX M136  
1/2" = 1'-0"



5 INTERIOR ELEVATION - MENS RESTROOM  
1/2" = 1'-0"



TOILET ACCESSORY LEGEND			
MARK	DESCRIPTION	MANUFACTURER	MODEL
T1	PAPER TOWEL DISPENSER - SURFACE MOUNTED	TORK USA	5510202
T2	SANITARY NAPKIN DISPOSAL	BOBRICK	B-270
T3	SOAP DISPENSER	DEB STOKO	WRM1LDS
T4	VANITY MIRROR	BOBRICK	B-290
T5	SEAT COVER DISPENSER - RECESSED	BOBRICK	B-221
T6	TOILET PAPER DISPENSER - SURFACE MOUNTED	TORK USA	5555200
T9	ACCESSIBLE GRAB BAR 12"	BOBRICK	B-6806.99
T9A	ACCESSIBLE GRAB BAR 18"	BOBRICK	B-6806.99
T9B	ACCESSIBLE GRAB BAR 24"	BOBRICK	B-6806.99
T9C	ACCESSIBLE GRAB BAR 36"	BOBRICK	B-6806.99
T9D	ACCESSIBLE GRAB BAR 42"	BOBRICK	B-6806.99
T9E	ACCESSIBLE GRAB BAR 48"	BOBRICK	B-6806.99
T18	MOPBROOM HOLDER	BOBRICK	B-224 X 36
T19	COAT HOOK	BOBRICK	B-6707.99
T23	MOP SINK		
T24	SOAP DISH		
T25	CURTAIN ROD, SHOWER CURTAIN, CURTAIN	BOBRICK	B-6047...

## PARTITION TYPE LEGEND

BASIC MATERIAL:  
C CONCRETE  
M MASONRY (CMU)  
S STUD

BASIC SIZE:  
0 7/8" FURRING CHANNEL  
1 1 5/8" STUD  
2 2 1/2" STUD  
3 3 5/8" STUD  
4 4" CONCRETE, MASONRY OR STUD  
6 6" CONCRETE, MASONRY OR STUD  
8 8" CONCRETE, MASONRY OR STUD

APPLIED LAYERS:  
A 1 LAYER 5/8" GYPSUM BOARD  
B 2 LAYERS 5/8" GYPSUM BOARD  
C 1 LAYER 1/2" GYPSUM BOARD  
D 2 LAYERS 1/2" GYPSUM BOARD  
E RESERVED  
F 1 LAYER 5/8" CEMENTITIOUS BACKER  
G 1 LAYER 1/2" CEMENTITIOUS BACKER  
H 1 LAYER 5/8" MOISTURE RESISTANT  
J 1 LAYER 1/2" MOISTURE RESISTANT  
K SHAFTWALL CONSTRUCTION

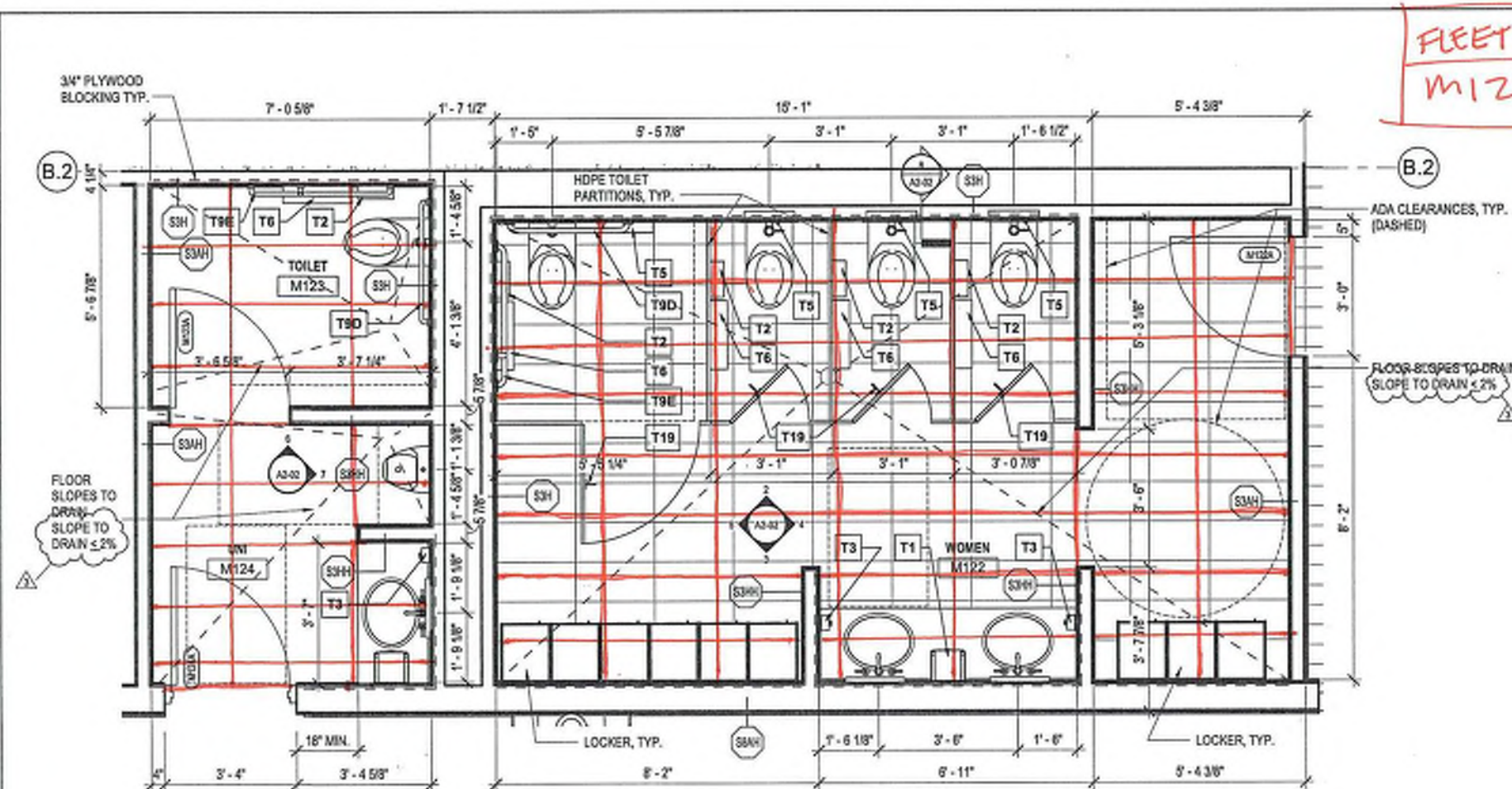
PARTITION TYPE SYMBOL  
BASIC MATERIAL  
BASIC SIZE  
APPLIED LAYERS CODE  
MODIFYING CONDITION  
S3A.1 1 LETTER = LAYER ON  
2 LETTERS = LAYER ON

MODIFYING CONDITIONS:  
1. 4" SOUND ATTENUATION BLANKETS IN  
2. USE 5/8" TYPE "X" GYPSUM BOARD

## FLOOR PLAN LEGEND

ROOM REFERENCE ROOM NAME  
101+  
DOOR NUMBER (A7-01)  
WINDOW NUMBER (A7-01)  
PARTITION TYPE (A6-00)





TOILET ACCESSORY LEGEND			
MARK	DESCRIPTION	MANUFACTURER	MODEL
T1	PAPER TOWEL DISPENSER - SURFACE MOUNTED	TORK USA	5510202
T2	SANITARY NAPKIN DISPOSAL	BOBRICK	B-270
T3	SOAP DISPENSER	DEB STOKO	WRM105
T4	VINITY MIRROR	BOBRICK	B-290
T5	SEAT COVER DISPENSER - RECESSED	BOBRICK	B-221
T6	TOILET PAPER DISPENSER - SURFACE MOUNTED	TORK USA	5555200
T9	ACCESSIBLE GRAB BAR 12"	BOBRICK	B-6805.99
T9A	ACCESSIBLE GRAB BAR 18"	BOBRICK	B-6805.99
T9B	ACCESSIBLE GRAB BAR 24"	BOBRICK	B-6805.99
T9C	ACCESSIBLE GRAB BAR 36"	BOBRICK	B-6805.99
T9D	ACCESSIBLE GRAB BAR 42"	BOBRICK	B-6805.99
T9E	ACCESSIBLE GRAB BAR 48"	BOBRICK	B-6805.99
T18	MOP/BROOM HOLDER	BOBRICK	B-224 X 36
T19	COAT HOOK	BOBRICK	B-4707.99
T23	MOP SINK		
T24	SOAP DISH		
T25	CURTAIN ROD, SHOWER CURTAIN, CURTAIN	BOBRICK	B-6047...

## PARTITION TYPE LE

BASIC MATERIAL:  
C CONCRETE  
M MASONRY (CMU)  
S STUD

BASIC SIZE:  
0 7/8" FURRING CHANNEL  
1 1 5/8" STUD  
2 2 1/2" STUD  
3 3 5/8" STUD  
4 4" CONCRETE, MASONRY OR ST  
6 6" CONCRETE, MASONRY OR ST  
8 8" CONCRETE, MASONRY OR ST

APPLIED LAYERS:  
A 1 LAYER 5/8" GYPSUM BOARD  
B 2 LAYERS 5/8" GYPSUM BOARD  
C 1 LAYER 1/2" GYPSUM BOARD  
D 2 LAYERS 1/2" GYPSUM BOARD  
E RESERVED  
F 1 LAYER 5/8" CEMENTITIOUS BA  
G 1 LAYER 1/2" CEMENTITIOUS BA  
H 1 LAYER 5/8" MOISTURE RESIST  
J 1 LAYER 1/2" MOISTURE RESIST  
K SHAFTWALL CONSTRUCTION

PARTITION TYPE SYMBOL:  
BASIC MATERIAL  
BASIC SIZE  
APPLIED LAYERS  
MODIFYING CONC  
SSA.1 1 LETTER = LAYER  
2 LETTERS = LAYER

MODIFYING CONDITIONS:  
1. 4" SOUND ATTENUATION BLANKET  
2. USE 5/8" TYPE "X" GYPSUM BOARD

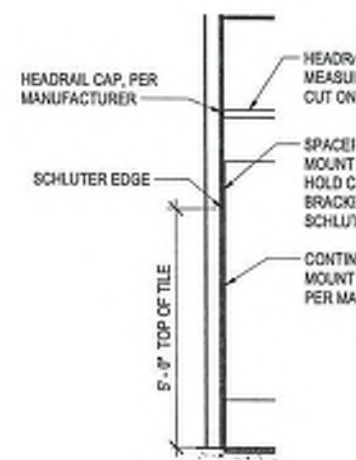
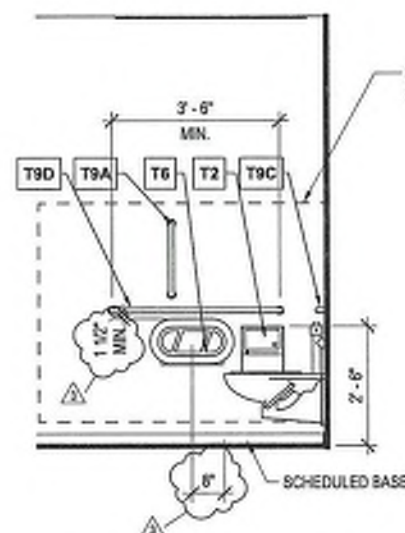
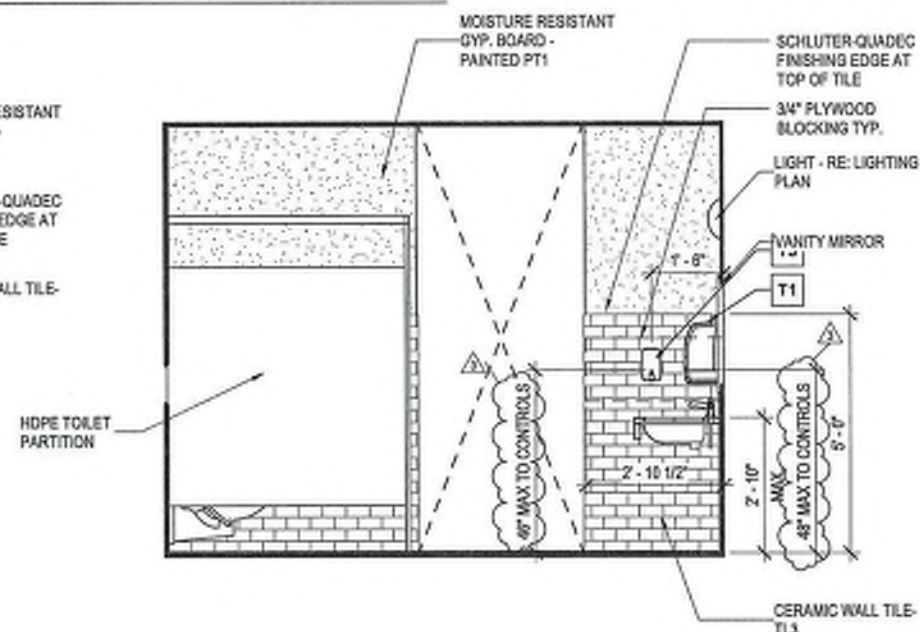
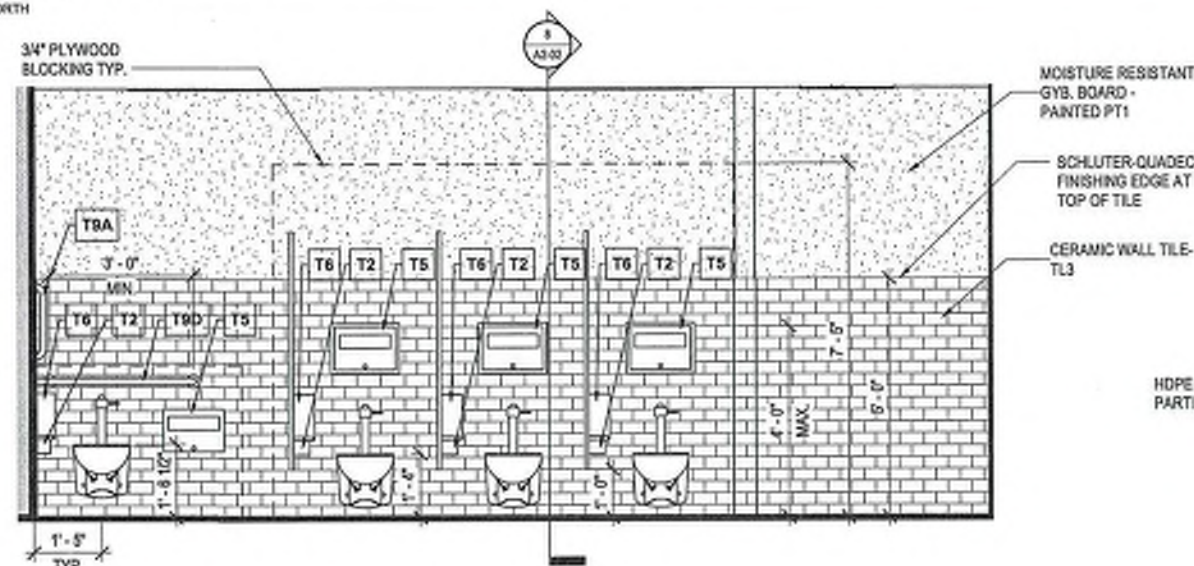
## FLOOR PLAN L

ROOM NAME	ROOM REFERENCE
101	101
DOOR NUMBER	WINDOW NUMBER
(A7-01)	(A7-01)
PARTITION TYPE	
(A6-00)	(A6-00)

## ENLARGED PLAN - WOMENS RESTROOM

1  
A3-02  
1/2" = 1'-0"

PLAN NORTH



## 2 INTERIOR ELEVATION - WOMEN'S RESTROOM

A2-02  
1/2" = 1'-0"

## 4 INTERIOR ELEVATION - WOMEN'S RESTROOM

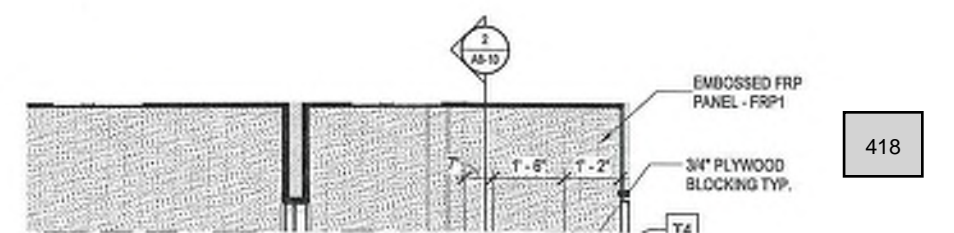
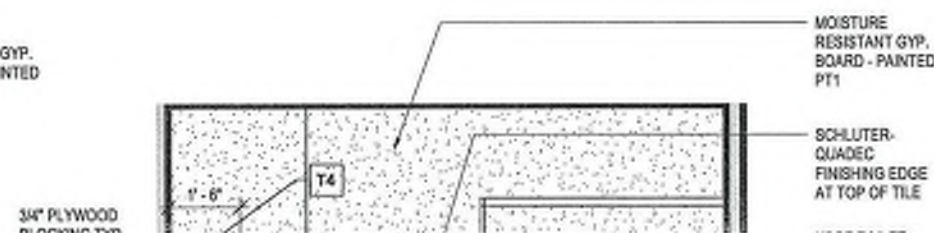
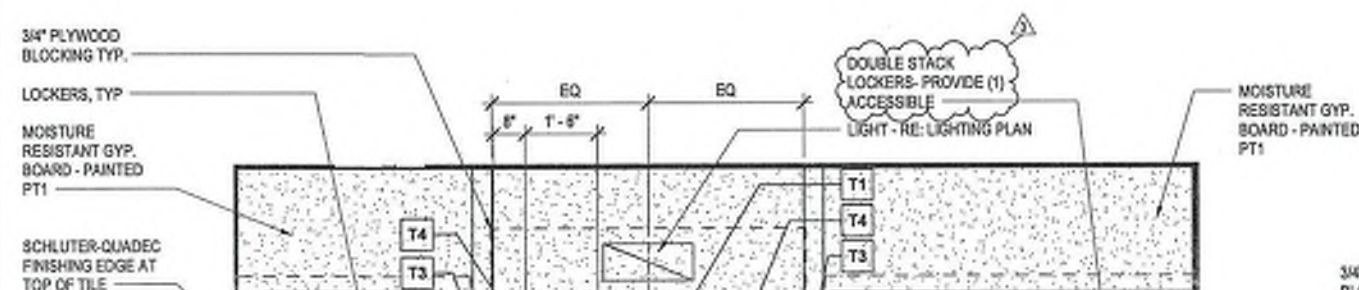
A2-02  
1/2" = 1'-0"

## 6 INTERIOR ELEVATION - TOILET M123

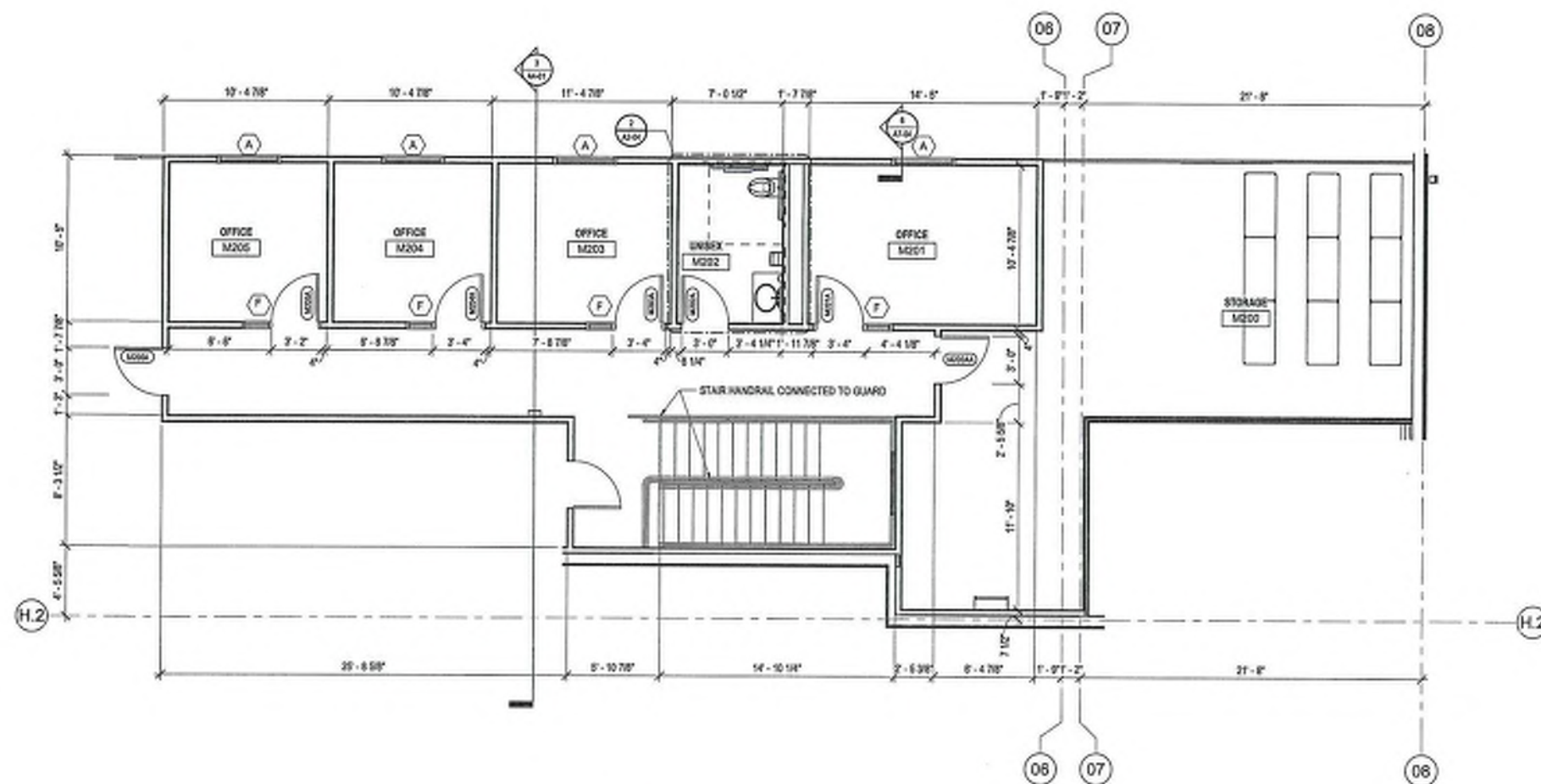
A2-02  
1/2" = 1'-0"

## 8 PARTITION ATTACHMENT

A2-02  
1/2" = 1'-0"





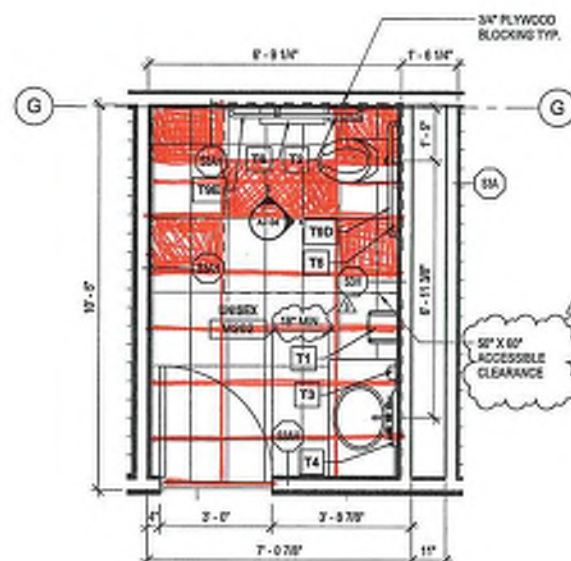


ENLARGED PLAN - LEVEL TWO - FLEET MAINTENANCE

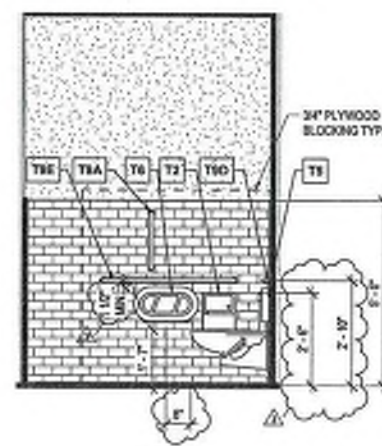


FLEET MAINTENANCE  
M202

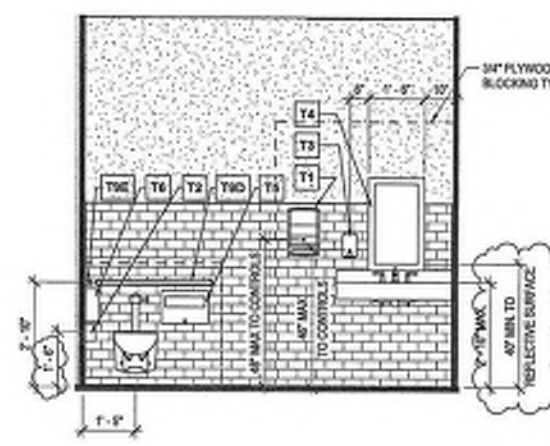
18 x 36 TILE



ENLARGED PLAN - UNISEX M202



INTERIOR ELEVATION - UNISEX M202



INTERIOR ELEVATION - UNISEX M202



## PARTITION TYPE LEGEND

**BASIC MATERIAL:**  
C CONCRETE  
M MASONRY (CMU)  
S STUD

**BASIC SIZE:**  
0 3/4\"/>

**APPLIED LAYERS:**  
A 1 LAYER 5/8\"/>

**PARTITION TYPE SYMBOL:**  
BASIC MATERIAL  
BASIC SIZE  
APPLIED LAYERS CODE  
MODIFYING CONDITIONS CODE

**MODIFYING CONDITIONS:**  
1 4\"/>

## FLOOR PLAN LEGEND

**ROOM REFERENCE:** ROOM NAME - ROOM NUMBER  
101 - 101

**DOOR NUMBER:** (101)

**WINDOW NUMBER:** (101)

**PARTITION TYPE:** (101)

## TOILET ACCESSORY LEGEND

MARK	DESCRIPTION	MANUFACTURER	MODEL
T1	PAPER TOWEL DISPENSER - SURFACE MOUNTED	TORK USA	6810002
T2	SANITARY NAPKIN DISPOSAL	BOBRICK	B-270
T3	SOAP DISPENSER	DEB STORO	WMF105
T4	VINTY MIRROR	BOBRICK	B-280
T5	SEAT COVER DISPENSER - RECESSED	BOBRICK	B-321
T6	TOILET PAPER DISPENSER - SURFACE MOUNTED	TORK USA	5555200
T7	ACCESSIBLE GRAB BAR 12"	BOBRICK	B-8806.89
T8	ACCESSIBLE GRAB BAR 18"	BOBRICK	B-8806.89
T9	ACCESSIBLE GRAB BAR 24"	BOBRICK	B-8806.89
T10	ACCESSIBLE GRAB BAR 30"	BOBRICK	B-8806.89
T11	ACCESSIBLE GRAB BAR 42"	BOBRICK	B-8806.89
T12	ACCESSIBLE GRAB BAR 48"	BOBRICK	B-8806.89
T13	MOP/ROOM HOLDER	BOBRICK	B-224 X 36
T14	COAT HOOK	BOBRICK	B-6707.89
T15	MOP SINK		
T16	SOAP DISH		
T17	CURTAIN ROD, SHOWER CURTAIN, CURTAIN	BOBRICK	B-6047...



**OWNER:**  
CITY OF NORMAN, OKLAHOMA  
301 A WEST GRAY STREET  
NORMAN, OKLAHOMA 73069  
(405) 765-5400  
www.normanok.gov

**ARCHITECT:**  
GSA, INC.  
3000 HWY 580 Street, Suite 3000  
Oklahoma City, OK 73112  
(405) 448-8548  
www.gsa-inc.com

**CIVIL ENGINEER:**  
JOHNSON & ASSOCIATES  
1 EAST SHERIDAN AVE., STE. 300  
OKLAHOMA CITY, OKLAHOMA 73104  
(405) 235-8819  
www.johnson.com

**STRUCTURAL ENGINEER:**  
WALLACE ENGINEERING  
410 NORTH WALNUT AVE., STE. 200  
OKLAHOMA CITY, OKLAHOMA 73104  
(405) 235-8819  
www.wallace-engineering.com

**M/P ENGINEER:**  
ALLEN CONSULTING, INC.  
110 NORTH MERCED STREET  
NORMAN, OK 73069  
(405) 859-7702  
www.allenconsulting.com

**ELECTRICAL ENGINEER:**  
HORMER ASSOCIATES ENGINEERS  
1000 COMMERCE DRIVE  
NORMAN, OKLAHOMA 73061  
(405) 851-2525  
www.hormer.com

**LANDSCAPE ARCHITECT:**  
PLANNING DESIGN GROUP  
5314 SOUTH TALE AVE., STE. 510  
TULSA, OKLAHOMA 74116  
(918) 528-1338  
www.planningdesigngroup.com

**CITY OF NORMAN**  
NORTH BASE COMPLEX - PHASE 1  
1310-1380 DA VINCI STREET  
NORMAN, OK

**gsb**  
3000 HWY 580 Street  
Suite 3000  
Oklahoma City, OK 73112  
(405) 448-8548  
www.gsb-inc.com

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**REVISIONS**

NO.	DATE	DESCRIPTION
3	10/21/2020	Revision 3

GSB PROJECT NO.  
191650

DRAWING TITLE  
ENLARGED FLOOR PLANS -  
FLEET MAINTENANCE

DATE  
6/28/2020

DRAWING NO.  
A2-04

**CHANGE TO  
SLIDING GLASS  
WINDOW  
BETWEEN  
ROOMS M119 &  
M121**

**Phillip Gunderson**

---

**From:** Brooke Clevenger <bclevenger@tepcoglass.com>  
**Sent:** Thursday, September 9, 2021 3:31 PM  
**To:** Phillip Gunderson  
**Cc:** Cory Wagoner; Kenneth Rice  
**Subject:** FW: Norman North - Change Order Sliding Window

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Green Category

Phillip,

The cost of this window will be \$1005.00. If approved, Ken will send something formal when he returns on Monday.

Let us know, thank you!

**Brooke Clevenger**  
**TEPCOGLASS, LLC**

7915 SW 34<sup>th</sup> Street | Oklahoma City, OK 73179

C (405) 613-3461

[bclevenger@tepcoglass.com](mailto:bclevenger@tepcoglass.com)

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Please consider your impact on the environment before printing this e-mail

---

**From:** Brooke Clevenger  
**Sent:** Thursday, September 9, 2021 10:33 AM  
**To:** David Bell <dbell@tepcoglass.com>; Kenneth Rice <krice@tepcoglass.com>; Roy Williams <rwilliams@tepcoglass.com>  
**Subject:** RE: Norman North

---

**From:** David Bell  
**Sent:** Wednesday, September 8, 2021 12:15 PM  
**To:** Kenneth Rice <[krice@tepcoglass.com](mailto:krice@tepcoglass.com)>; Roy Williams <[rwilliams@tepcoglass.com](mailto:rwilliams@tepcoglass.com)>; Brooke Clevenger <[bclevenger@tepcoglass.com](mailto:bclevenger@tepcoglass.com)>  
**Subject:** Fwd: Norman North

**David Bell | Superintendent**

**TEPCOGLASS, LLC**

[7915 SW 34<sup>th</sup> Street | Oklahoma City, OK 73179](#)

F (405) 227-9105 | C (405) 921-6477

[dbell@tepcoglass.com](mailto:dbell@tepcoglass.com) | [www.Tepcoglass.com](http://www.Tepcoglass.com) [[tepcoglass.com](http://tepcoglass.com)]



**From:** Phillip Gunderson <[phillip.gunderson@flintco.com](mailto:phillip.gunderson@flintco.com)>  
**Sent:** Wednesday, September 8, 2021 12:11:58 PM  
**To:** [dbell@tepcoglass.com](mailto:dbell@tepcoglass.com) <[dbell@tepcoglass.com](mailto:dbell@tepcoglass.com)>  
**Cc:** Cory Rackley <[crackley@flintco.com](mailto:crackley@flintco.com)>; Zack Blair <[zblair@flintco.com](mailto:zblair@flintco.com)>; [djames@tepcoglass.com](mailto:djames@tepcoglass.com) <[djames@tepcoglass.com](mailto:djames@tepcoglass.com)>  
**Subject:** RE: Norman North

EXTERNAL EMAIL - Please Handle Cautiously  
 Good afternoon David,

Wanted to follow up on the pricing request to change the window between rooms M119 & M121 in the Fleet building to a sliding glass window.

We need pricing ASAP (**no later than 9/10**).

Thank you,

---

**From:** Phillip Gunderson  
**Sent:** Wednesday, August 25, 2021 5:43 PM  
**To:** [dbell@tepcoglass.com](mailto:dbell@tepcoglass.com)  
**Cc:** Cory Rackley <[CRackley@flintco.com](mailto:CRackley@flintco.com)>; Zack Blair <[zblair@flintco.com](mailto:zblair@flintco.com)>  
**Subject:** FW: Norman North  
**Importance:** High

David,

Wanted to make sure this was on your radar with Kenneth being out.

Can you please provide pricing and shops/details for the requested window change below.

Thank you,

---

**From:** Kenneth Rice <[krice@tepcoglass.com](mailto:krice@tepcoglass.com)>  
**Sent:** Friday, August 6, 2021 4:49 PM  
**To:** Phillip Gunderson <[phillip.gunderson@flintco.com](mailto:phillip.gunderson@flintco.com)>  
**Cc:** Zack Blair <[zblair@flintco.com](mailto:zblair@flintco.com)>; Cory Rackley <[crackley@flintco.com](mailto:crackley@flintco.com)>  
**Subject:** Re: Norman North

Yes Sir this can easily be done.

Get [Outlook for Android \[aka.ms\]](#)

---

**From:** Phillip Gunderson <[phillip.gunderson@flintco.com](mailto:phillip.gunderson@flintco.com)>  
**Sent:** Friday, August 6, 2021 4:36:59 PM  
**To:** Kenneth Rice <[krice@tepcoglass.com](mailto:krice@tepcoglass.com)>  
**Cc:** Zack Blair <[zblair@flintco.com](mailto:zblair@flintco.com)>; Cory Rackley <[crackley@flintco.com](mailto:crackley@flintco.com)>  
**Subject:** RE: Norman North

EXTERNAL EMAIL - Please Handle Cautiously  
 Afternoon Kenneth,

Please see the attached RFI. They would like to change the window between rooms M119 & M121 in the Fleet building to a sliding glass window.

We have already installed a hollow metal frame, but wanted to see if we could still install the sliding glass window without removing the frame.

Please review, advise and provide cost accordingly.

Thank you,

**Phillip Gunderson**

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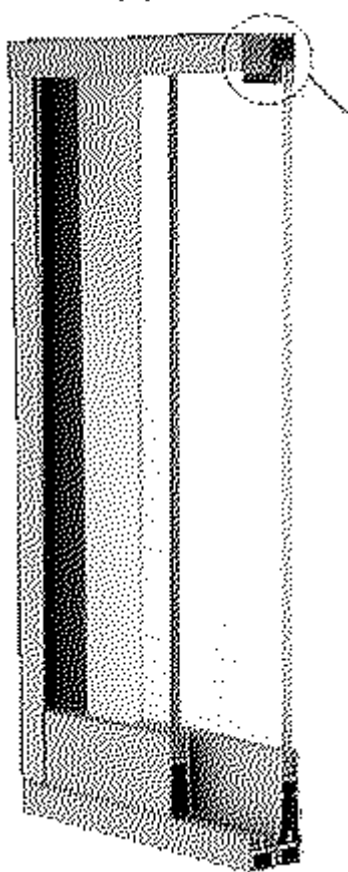
**From:** Kenneth Rice <[krice@tepcoglass.com](mailto:krice@tepcoglass.com)>  
**Sent:** Monday, September 13, 2021 9:49 AM  
**To:** Phillip Gunderson  
**Cc:** David Bell  
**Subject:** Slider

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Phillip,

This is the slider that will work inside the hollow metal frame , Let me know if this is approved.

Thanks,



**Kenneth Rice | Project Manager**

**TEPCOGLASS, LLC.**

7915 SW 34<sup>th</sup> Street | Oklahoma City, OK 73179

T (405) 246-9334 | F (405) 227-9105 | C (512) 585-3024

[krice@tepcoglass.com](mailto:krice@tepcoglass.com) | [www.Tepcoglass.com](http://www.Tepcoglass.com)



Flintco LLC (40-000)  
2302 South Prospect  
Oklahoma City, Oklahoma 73129  
Phone: (405) 670-6307

Project: 20136 - City of Norman - North Base Complex Phase 1  
1310-1380 DA Vinci Street  
Norman, Oklahoma 73069

## Pass Thru Window Change

TO:	Michael Segroves GSB, Inc. 3555 NW 58th Street, Suite 700W Oklahoma City, Oklahoma 73112	FROM:	Ethan Treisa Flintco, LLC - OKC 2302 S. Prospect Oklahoma City, Oklahoma 73129
DATE INITIATED:	08/06/2021	STATUS:	Open
REFERENCE:		DUE DATE:	08/17/2021
COST IMPACT:	TBD		
LINKED DRAWINGS:		RECEIVED FROM:	
COPIES TO: Zack Blair (Flintco, LLC - OKC), Paul D'Andrea (City of Norman), Phillip Gunderson (Flintco, LLC - OKC), Sarah Hendrickson (ADG), Randy Hill (ADG), Cory Rackley (Flintco, LLC - OKC), David Stanton (GSB, Inc.)			

### Question from Ethan Treisa (Flintco, LLC - OKC) at 02:43 PM on 08/06/2021

Per attached email correspondence with GSB, Flintco, and ADG regarding the pass thru window between Embark Dispatch M119 and Embark Lounge M121, it was requested that this window be changed from the fixed type E window to a sliding window. Please confirm this change is acceptable.

Attachments:  
[North Base - RFI #48 - Attachment.pdf](#)

### Official Response

Awaiting an Official Response

All Replies: [ARCHITECT RESPONSE | 2021 08 06:](#)

CONFIRMED. CHANGE FROM TYPE E FIXED WINDOW TO TYPE G, SLIDING GLASS WINDOW BETWEEN M119 & M121.

MICHAEL SEGROVES, AIA / AICP  
PROJECT ARCHITECT | GSB, INC. ARCHITECTS & PLANNERS

Zack Blair  
Superintendent  
Flintco, LLC  
(405) 835-6369 (d) // (405) 605-9303 (c)  
[www.flintco.com](http://www.flintco.com)




---

**From:** Michael Segroves <[msegroves@gsb-inc.com](mailto:msegroves@gsb-inc.com)>  
**Sent:** Thursday, August 5, 2021 1:40 PM  
**To:** Zack Blair <[zblair@flintco.com](mailto:zblair@flintco.com)>; Phillip Gunderson <[phillip.gunderson@flintco.com](mailto:phillip.gunderson@flintco.com)>  
**Subject:** RE: Fleet Drivers Lounge Window | 191650-City of Norman-North Base Complex (CA)

We need to change that out to a sliding window, same manufacturer as the lobby / admin window

---

 Michael Segroves | [msegroves@gsb-inc.com](mailto:msegroves@gsb-inc.com)  
[www.gsb-inc.com](http://www.gsb-inc.com) [[gsb-inc.com](http://www.gsb-inc.com)]

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**From:** Zack Blair <[zblair@flintco.com](mailto:zblair@flintco.com)>  
**Sent:** Thursday, August 5, 2021 1:39 PM  
**To:** Michael Segroves <[msegroves@gsb-inc.com](mailto:msegroves@gsb-inc.com)>; Phillip Gunderson <[phillip.gunderson@flintco.com](mailto:phillip.gunderson@flintco.com)>  
**Subject:** RE: Fleet Drivers Lounge Window | 191650-City of Norman-North Base Complex (CA)

We have it as a fixed Type E window.

Zack Blair  
Superintendent  
Flintco, LLC



(405) 835-6369 (d) // (405) 605-9303 (c)

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**From:** Michael Segroves <[msegroves@gsb-inc.com](mailto:msegroves@gsb-inc.com)>  
**Sent:** Thursday, August 5, 2021 1:24 PM  
**To:** Phillip Gunderson <[phillip.gunderson@flintco.com](mailto:phillip.gunderson@flintco.com)>  
**Cc:** Zack Blair <[zblair@flintco.com](mailto:zblair@flintco.com)>  
**Subject:** Fleet Drivers Lounge Window | 191650-City of Norman-North Base Complex (CA)

Phillip / Zack:

See highlight below – do you have this window down as a slider or fixed

---

**gsb** Michael Segroves | [msegroves@gsb-inc.com](mailto:msegroves@gsb-inc.com)  
**inc**  
[www.gsb-inc.com](http://www.gsb-inc.com) [[gsb-inc.com](http://www.gsb-inc.com)]

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**From:** Susan Perkins <[sperkins@adgokc.com](mailto:sperkins@adgokc.com)>  
**Sent:** Monday, August 2, 2021 6:48 PM  
**To:** Michael Segroves <[msegroves@gsb-inc.com](mailto:msegroves@gsb-inc.com)>  
**Cc:** Sarah Margaret Hendrickson <[shendrickson@adgokc.com](mailto:shendrickson@adgokc.com)>; Paul D'Andrea <[Paul.Dandrea@NormanOK.gov](mailto:Paul.Dandrea@NormanOK.gov)>; Abigail Vaz <[avaz@adgokc.com](mailto:avaz@adgokc.com)>  
**Subject:** RE: CAD File | 191650-City of Norman-North Base Complex (CA)

Michael,

I wanted to reach out again about the questions below. We're working quickly on the furniture layouts, and I need to verify any built-in storage in the two spaces mentioned.

Also, today we met with the Embark Tenants. They mentioned that the **window between Embark Dispatch M119 and Embark Lounge M121 was a sliding pass-through window.** The model I have just shows a 7' – 8" wide fixed window. Can you let me know if a portion of this is sliding? With the amount and types of furniture they're requesting in the lounge, I will probably need to put some furniture below the window, but I don't want to block the use of the pass-thru.

Please get back to me as soon as you can on these. Furniture lead times seem to be getting longer and longer lately. Thanks for your help!

# **ADDITION OF CURBS FOR ROOF HYDRANTS**



Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008  
Phone: 405 787 5888 ext202

Project: 7080 - North Base Fleet Contract

## Prime Contract Potential Change Order #007: CE #008 - Curbs for Roof Hydra

TO:	Flintco	FROM:	Orcutt Mechanical Contractors 6200 NW 39th Expressway Oklahoma City, Oklahoma 73008
PCO NUMBER/REVISION:	007 / 0	CONTRACT:	1 - North Base Fleet Contract Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matthew Weber (Orcutt Mechanical Contractors)
STATUS:	Pending - In Review	CREATED DATE:	9/13/2021
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$3,960.00

POTENTIAL CHANGE ORDER TITLE: CE #008 - Curbs for Roof Hydra

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #008 - Curbs for Roof Hydrants

Fabricate 6 flat roof curbs to hold the roof hydrants. We will assist in mounting these however the persons installing the other curbs will have to cut them in we will spot the curbs. Roofer will have to seal curbs to maintain their warranty. Cost per curb \$600.00 x 6 = \$3,600.00 x 10% OHP = \$3,960.00

ATTACHMENTS:

\$1,980.00 per building (3 on each roof)

Flintco

Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



Flintco LLC (40-000)  
2302 South Prospect  
Oklahoma City, Oklahoma 73129  
Phone: (405) 670-6307

Project: 20136 - City of Norman - North Base Complex Phase 1  
1310-1380 DA Vinci Street  
Norman, Oklahoma 73069

## Roof Hydrant Mounting Detail

TO:	Michael Segroves GSB, Inc. 3555 NW 58th Street, Suite 700W Oklahoma City, Oklahoma 73112	FROM:	Zack Blair Flintco, LLC - OKC 2302 S. Prospect Oklahoma City, Oklahoma 73129
DATE INITIATED:	08/18/2021	STATUS:	Open
REFERENCE:		DUE DATE:	08/27/2021
COST IMPACT:	Yes (Unknown)	SCHEDULE IMPACT:	TBD
LINKED DRAWINGS:		RECEIVED FROM:	Matt Orcutt (Orcutt Mechanical Contractors, Inc.)

### COPIES TO:

Carolyn Bennett (GSB, Inc.), Paul D'Andrea (City of Norman), Phillip Gunderson (Flintco, LLC - OKC), Bill Harrell (ADG), Randy Hill (ADG), Cory Rackley (Flintco, LLC - OKC), David Stanton (GSB, Inc.), Ethan Treisa (Flintco, LLC - OKC)

### Question from Zack Blair (Flintco, LLC - OKC) at 03:07 PM on 08/18/2021

Reference attached SK1 which includes the roof hydrant product data and the plumbing fixture schedule from sheet M5-02  
P6A Roof Hydrant - The plumbing fixture schedule on sheet M5-02 notes for the roof hydrant to be mounted as indicated on detail, however no detail has been provided. The hydrant that is specified and submitted and approved is made for a roof with a slope less than 2 degrees, which our roof exceeds.

Flintco proposes to make a curb for each hydrant (6 total). The curb would essentially be a false curb that creates a flat surface to mount the hydrant.

1) Please provide a detail if the curb option is acceptable, including finish requirements.

### Attachments:

[RFI #054-SK1.pdf](#)

### Official Response

Awaiting an Official Response

### All Replies:

#### ACI Response:

Detail was left off sheet in error. Please refer to attached page.

Proposed solution is acceptable. Detail 1 is for the roof hydrant. Detail 2 is for the roof curb, with a hydrant as the piece of equipment to be installed on the curb.

Isaac Marrone 8-19-21

# Plumbing Fixture Schedule

MARK	FIXTURE	MANUFACTURER MODEL	SIZE/MOUNT	ROUGH-IN SCHEDULE					ELECTRICAL CONNECTION	FITTINGS & REMARKS
				CW	HW	WASTE	VENT	AIR		
P-1	WATER CLOSET	KOHLER K-4325	WALL HUNG	1"	-	4"	2"	-	Y	PROVIDE PROFLO PFTSCOFH2000WH HEAVY DUTY COMMERCIAL SEAT, SLOAN 111 SFSM-1.6 GPF-HW FLUSH VALVE, EL-451 HARDWIRED TRANSFORMER, AND FLOOR MOUNTED FIXTURE CARRIER.
P-1A	WATER CLOSET ADA	KOHLER K-4325	WALL HUNG 18" HIGH	1"	-	4"	2"	-	Y	PROVIDE PROFLO PFTSCOFH2000WH HEAVY DUTY COMMERCIAL SEAT, SLOAN 111 SFSM-1.6 GPF-HW FLUSH VALVE, EL-451 HARDWIRED TRANSFORMER, AND FLOOR MOUNTED FIXTURE CARRIER.
P-2	URINAL	KOHLER K-4991-ET	WALL HUNG	3/4"	-	2"	1 1/2"	-	Y	PROVIDE SLOAN 186 SFSM-0.25 GPF-HW FLUSH VALVE, EL-451 HARDWIRED TRANSFORMER, AND FLOOR MOUNTED FIXTURE CARRIER.
P-2A	URINAL ADA	KOHLER K-4991-ET	WALL HUNG	3/4"	-	2"	1 1/2"	-	Y	PROVIDE SLOAN 186 SFSM-0.25 GPF-HW FLUSH VALVE, EL-451 HARDWIRED TRANSFORMER, AND FLOOR MOUNTED FIXTURE CARRIER.
P-3	LAVATORY ADA	KOHLER K-2005	WALL HUNG	1/2"	1/2"	1 1/2"	1 1/2"	-	-	KOHLER K-7404-SA FAUCET WITH BLADE HANDLES, SUPPLY STOPS, SUPPLY LINES, K-7129 GRID STRAINER W/ OFFSET P-TRAP, ACORN MODEL S770 ASSE 1070 MIXING VALVE, FLOOR MOUNTED CARRIER, AND TRUEBRO LAV SHIELD. MOUNT AT ADA HEIGHT.
P-3A	LAVATORY ADA	KOHLER K-2196	20"x17" COUNTER	1/2"	1/2"	1 1/2"	1 1/2"	-	-	KOHLER K-7404-SA FAUCET WITH BLADE HANDLES, SUPPLY STOPS, SUPPLY LINES, K-7129 GRID STRAINER W/ OFFSET P-TRAP, ACORN MODEL S770 ASSE 1070 MIXING VALVE, AND TRUEBRO LAV SHIELD. MOUNT AT ADA HEIGHT.
P-3B	SHOP WASHFOUNTAIN ADA	BRADLEY TDB3103	FLOOR 36" SEMI-CIRCLE	1/2"	1/2"	2"	1 1/2"	-	Y	INFRARED SENSOR ACTIVATED FAUCETS, PROVIDE 110V PLUG IN TRANSFORMER, ALL NECESSARY MOUNTING HARDWARE, ASSE 1070 THERMOSTATIC MIXING VALVE, SUPPLY STOPS, SUPPLY LINES, OFFSET TAILPIECE, & P-TRAP.
P-4B	SERVICE SINK (SQUARE)	FIAT TSB3000	FLOOR 24x24x12	3/4"	3/4"	3"	2"	-	-	T&S BRASS MODEL B-0665-BSTP FAUCET, 832-AA HOSE & BRACKET, 889-CC MOP BRACKET, MSG 2424 STAINLESS STEEL WALL GUARD. PROVIDE CHECK VALVES IN HOT AND COLD WATER LINES ABOVE CEILING PRIOR TO FAUCET.
P-5	BI-LEVEL ADA WATER COOLER / BOTTLE FILLER	ELKAY LVRCORNTLBIWSK	WALL HUNG	1/2"	-	1 1/2"	1 1/2"	-	Y	8.0 GPH @ 50 DEGREE WATER, 120V/1PH, 260 WATTS, 4.0 AMP, VANDAL RESISTANT STAINLESS STEEL CABINET, PROVIDE P-TRAP, SUPPLY STOP, & FLOOR MOUNTED IN WALL CARRIER.
P-6	FREEZE PROOF WALL HYDRANT	WOODFORD B67	WALL	3/4"	-	-	-	-	-	MOUNT AT 30" ABOVE GRADE, PROVIDE TWO TEE KEYS TO OWNER. PROVIDE ISOLATION BALL VALVE ON BRANCH LINE.
P-6A	ROOF HYDRANT	WOODFORD SRH-MS	ROOF	3/4"	-	-	-	-	-	MOUNT AS INDICATED ON DETAIL. PROVIDE ISOLATION BALL VALVE ON BRANCH LINE. PROVIDE DECK CLAMP.
P-6B	SHOP HYDRANT	WOODFORD 24	WALL	3/4"	-	-	-	-	-	MOUNT AT 30" ABOVE FLOOR.
P-7	WASHER BOX	GUY GREY	WALL RECESSED	1/2"	1/2"	2"	1 1/2"	-	-	STAINLESS STEEL BOX AND FACEPLATE - 304 S.S., 1/4 TURN BALL VALVE W/ HAMMER ARRESTORS.




The Woodford, ASSE 1057 listed, SRH Roof Hydrant is intended to provide water, in any weather condition, on roofs for window washing, cleaning of condenser coils, cooling towers, green roofs and other types of roof top equipment. The SRH is backflow protected with a field testable ASSE 1052 double check backflow preventer.


*The SRH does not require a drain line from the valve body located inside the building.*

The SRH-MS with Mounting System allows for installation flexibility. It is not necessary to install hydrant when hydrant support is mounted to the roof. The hydrant support utilizes a 3" diameter opening that allows the hydrant to be installed or easily removed at a later time. All necessary mounting hardware for proper installation on a commercial roof is supplied, including a 2 degree shim for pitch adjustment.

### Hydrant Features:

- ASSE 1057 Listed 
- No Drain Line Required - *With the hose removed, a venturi action draws water out of the internal reservoir and discharges out the backflow preventer.*
- Superior reservoir evacuation times without removing the backflow preventer.
- Variable flow plunger for longer life is not easily damaged and assures proper shut-off.
- Large easy to open lift handle.
- Adjustable link for easy adjustment and positive lever lock tension.
- All hydrant repairs can be made from top without removing hydrant.

### Specifications:

- Hose Connection Backflow Preventer:
  - Model 50H with 3/4" hose connection
  - ASSE 1052 Listed 
  - Field Testable Dual Check holds against 125 psi backflow pressure
- 3/4" NPT female inlet connection.
- 1 1/2" U.S. made galvanized pipe.
- **Maximum Working Pressure:** 100 p.s.i.
- **Maximum Temperature:** 120° F

SRH WARNING	Supply PSI	Run Time
After each use, run hydrant without a hose to ensure proper evacuation.	60	5 seconds
	25	15 seconds

### Mounting System: *(Can be ordered Separately)*

- Cast iron Hydrant Support
- Cast iron Under Deck Flange
  - 4 bolts draw tight against the roof decking and the hydrant support.
  - 3 clamp screws tighten against the hydrant pipe to secure the hydrant's vertical position through the roof.
- Well Seal seals tight between the hydrant support and hydrant pipe.
- EPDM Boot covers well seal and top of hydrant support.
- 2° Shim is supplied, if needed, for installation on pitched roofs.

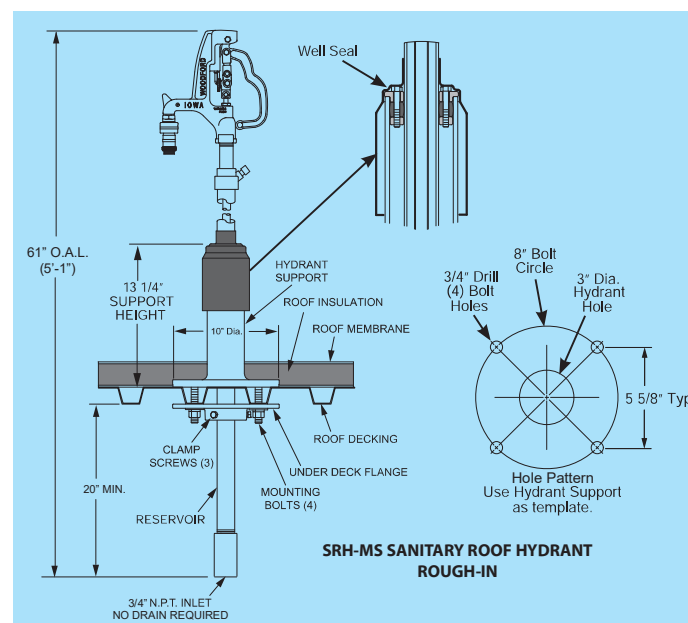
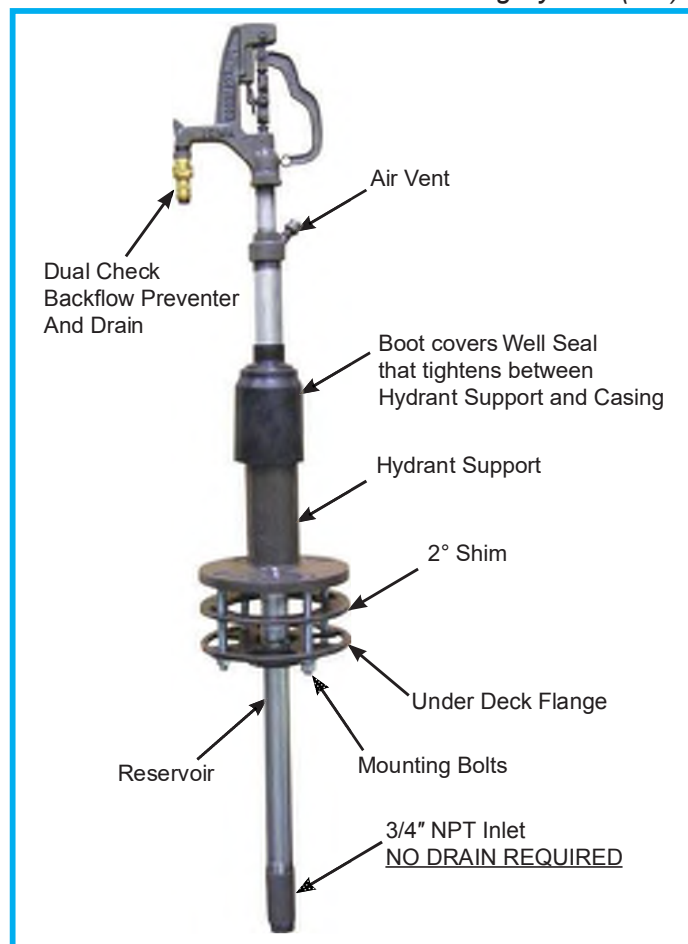
Manufactured under U.S. patent 7,472,718; 7,730,901 and patents pending.

**For Installation / Troubleshooting Instructions go to [www.woodfordmfg.com](http://www.woodfordmfg.com) or call 1-800-621-6032**



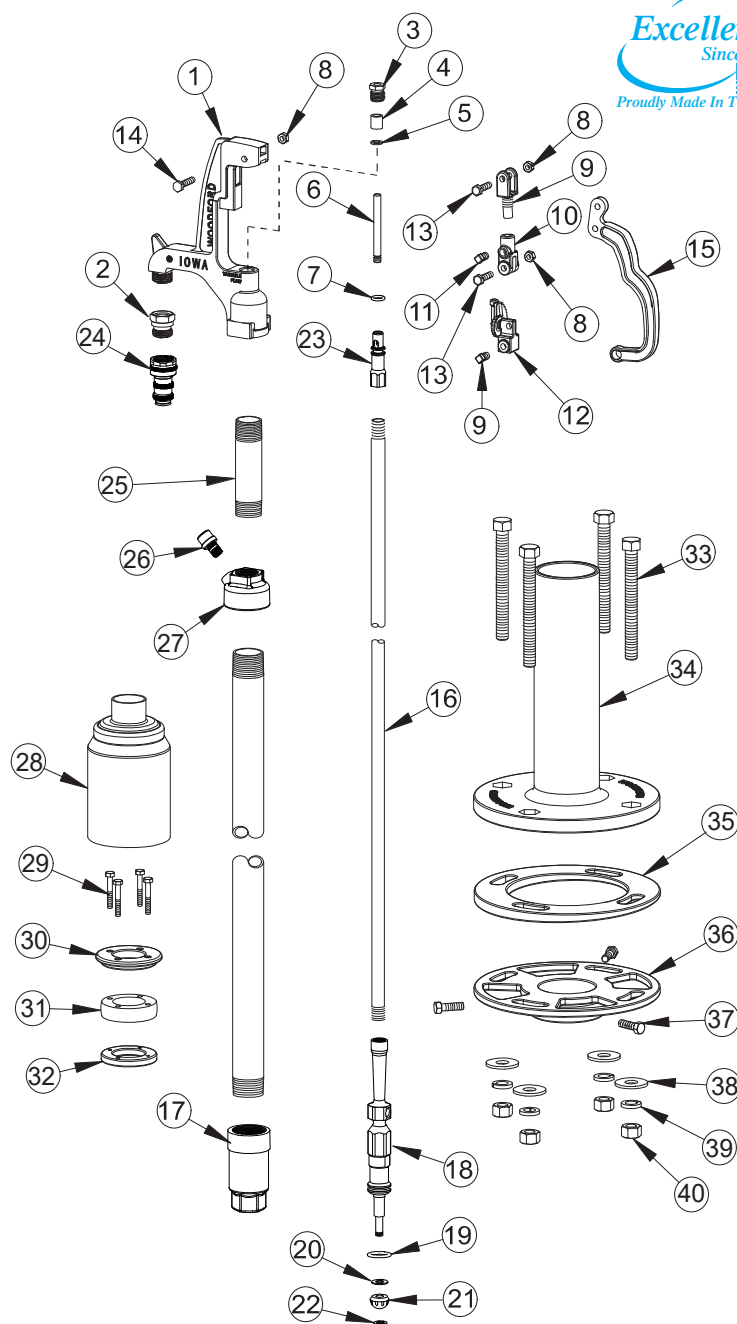
# Freezeless Sanitary Roof Hydrant No Drain Line Required! Model SRH-MS

*Can be ordered with or without Mounting System (MS).*



### MODEL SRH-MS PARTS LIST

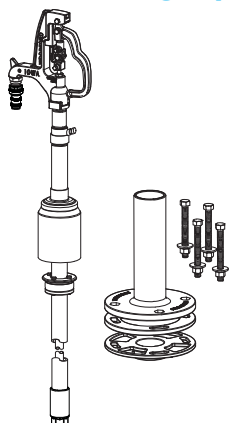
ITEM	PART#	DESCRIPTION
	15126	SRH Head Assembly (Includes Items 1-15, 23 & 24)
1	10632	SRH Head
2	10004	3/4" Brass Hose Nozzle
3	10100	Packing Nut
4	10101	Packing
5	10102	Packing Support Washer
6	15121	Brass Rod Stem
7	10117	O-Ring - 206
8	10206	Hex Nut (3)
9	10614	RH Upper Link
10	15242	RH Lower Link (Includes Item 11)
11	10019	Set Screw (2)
12	15243	RH Cam & Clevis Assembly
13	10020	Link Bolt (2)
14	10021	Lever Bolt
15	10613	RH Lever
16	10024	Operating Pipe
17	15122	Valve Body (3/4" NPT Inlet)
18	15123	Venturi Assembly
19	10118	Valve Body O-Ring
20	50027	Support Washer
21	51013	Ball Valve Rubber
22	50028	Round Brass Nut
23	10116	Sealing Head Coupling
24	50H-BR	50H Backflow Preventer
25	15120	Upper Pipe Assembly
26	15124	SRH Vent Assembly
27	15125	SRH Casing Cover
28	10608	RH Boot, EPDM
29	10625	Bolt, Allen Head 1/4-20 X 1 3/4" (4)
30	10626	Well Seal-1 1/2", Top
31	10119	Well Seal-1 1/2", EPDM
32	10627	Well Seal-1 1/2", Bottom
33	10584	Bolt, Hex Head 5/8-11 X 6" (4)
34	10579	Hydrant Support, Casting
35	10581	2° Shim, Casting
36	10580	Under Deck Flange
37	10607	Screw, Clamp 3/8-16 Hex Head X 1 3/4" (3)
38	10604	Washer, Plain 5/8 (4)
39	10605	Washer, Lock 5/8 (4)
40	10585	Nut, Hex 5/8-11 UNC (4)
	RK-SRH	Repair Kit (Includes items 3-7, 19-22)
	RK-RHL	Repair Kit (Includes items 8-15)



**When ordering, specify SRH part number option listed below.**

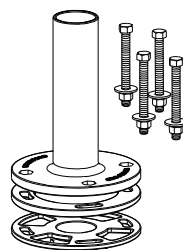
**Part# SRH-MS** Consists of the complete Roof Hydrant system:  
**Qty. 1 SRH** Hydrant shipped in 1 carton.  
**Qty. 1 RH-MS** Mounting System shipped in 1 carton.

Total Shipping Wt.  
 2 cartons: 50 lbs



**Part# RH-MS** Carton contents consists of:  
 Mounting System/  
 Rough-In Components  
 (Parts 33-40 above)  
 • Hydrant Support  
 • 2° Shim,  
 • Under Deck Flange  
 • Mounting Bolts, Nuts,  
 Washers.

Shipped in 1 Carton.  
 Shipping Wt. - 30 lbs



**Part# SRH** Carton contents consists of:  
 • Hydrant Assembly  
 (Parts 1-32 above)  
 • Well Seal  
 (Parts 28-32 above)  
 • Boot (Part 28 above)

Shipped in 1 Carton.  
 Shipping Wt. - 20 lbs



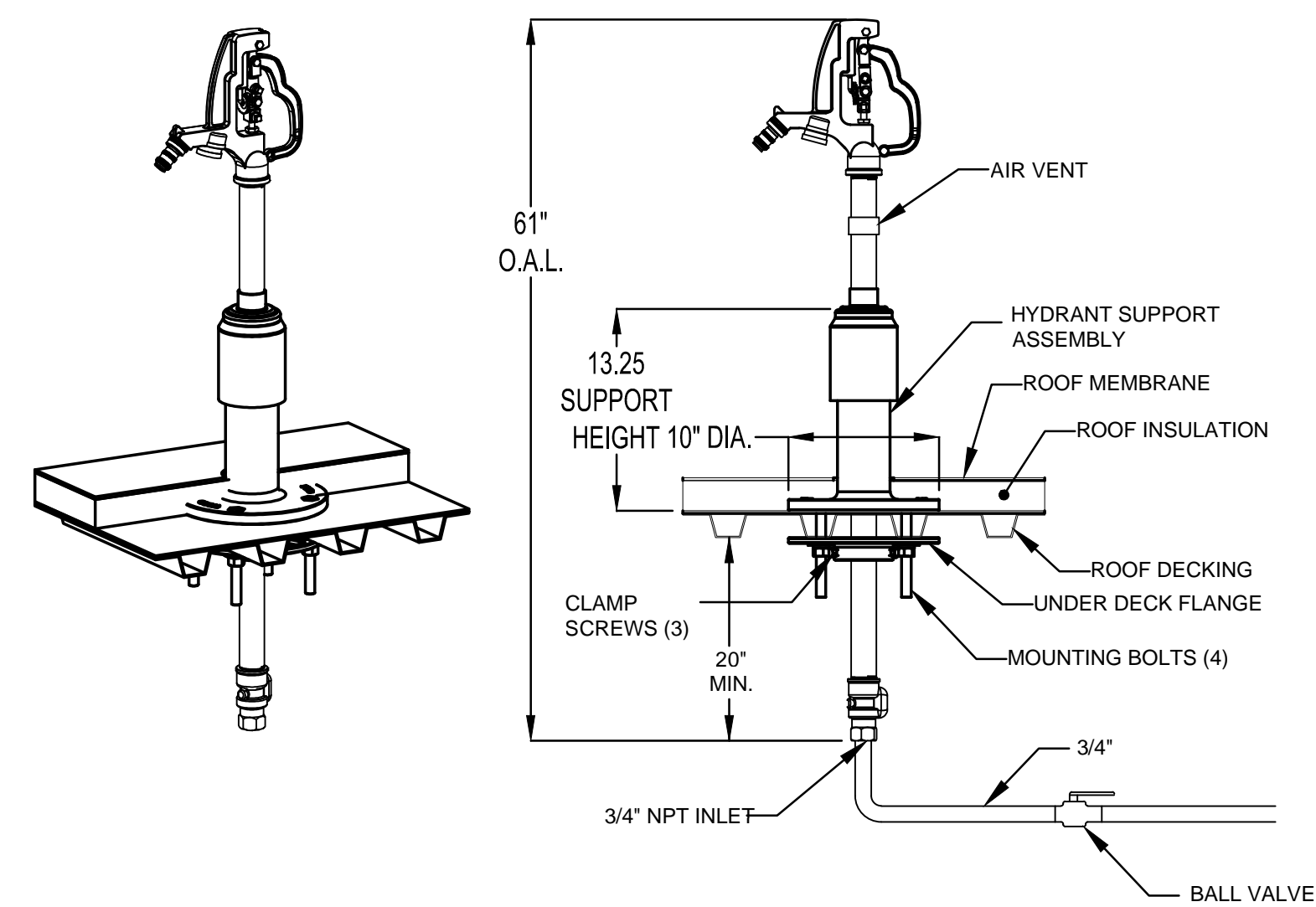
For more information contact...

## WOODFORD MANUFACTURING COMPANY

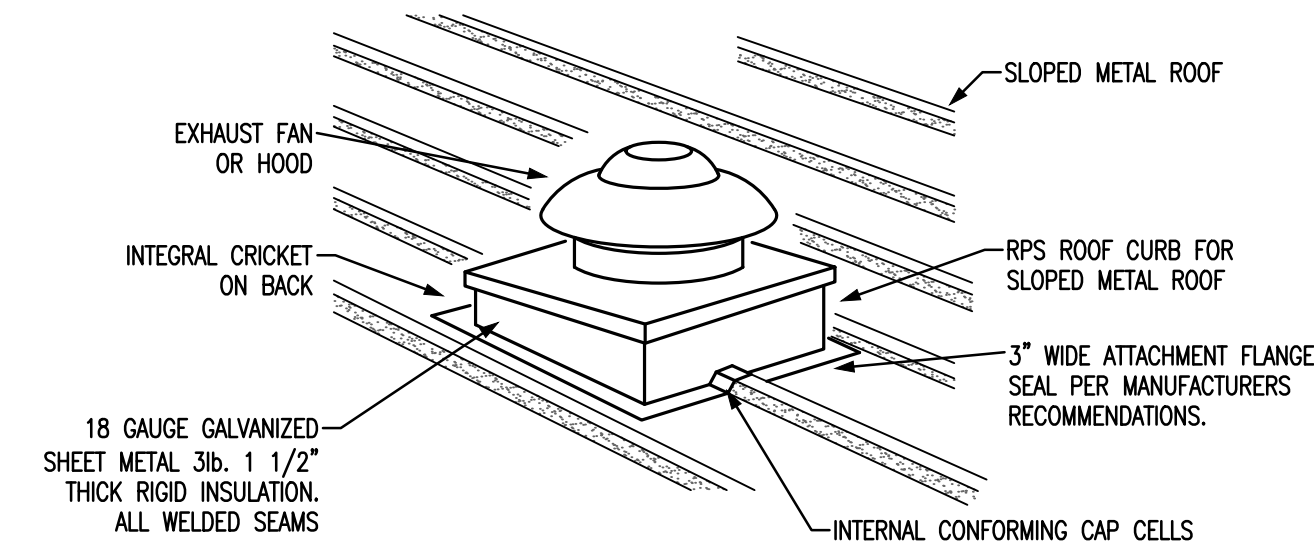
2121 Waynoka Road, Colorado Springs, Colorado 80915 • Phone: (800) 621-6032 • Fax: (800) 765-4115

To view our complete product line visit: [www.woodfordmfg.com](http://www.woodfordmfg.com) or email: [sales@woodfordmfg.com](mailto:sales@woodfordmfg.com)

A Division Of WCM Industries, Inc.



**1** ROOF HYDRANT DETAIL  
SCALE: NTS  
REFER:



**2** EQUIPMENT ROOF CURB DETAIL  
SCALE: NTS  
REFER:

# TAC CONDUIT SIZING CHANGE



Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008  
Phone: 405 787 5888 ext202

PCO # Item 19.

Project: 7080 - North Base Fleet Contract

## Prime Contract Potential Change Order #008: CE #009 - cONDENSATE pIPING uP

TO:	Flintco	FROM:	Orcutt Mechanical Contractors 6200 NW 39th Expressway Oklahoma City, Oklahoma 73008
PCO NUMBER/REVISION:	008 / 0	CONTRACT:	1 - North Base Fleet Contract Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matthew Weber (Orcutt Mechanical Contractors)
STATUS:	Pending - In Review	CREATED DATE:	9/14/2021
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$1,128.00

POTENTIAL CHANGE ORDER TITLE: CE #009 - cONDENSATE pIPING uP

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #009 - cONDENSATE pIPING uPSIZING

COST OF MATERIALS INCREASE DUE TO UPSIZING THE CONDENSATE PIPING.

ATTACHMENTS:

60% Fleet - \$676.80  
40% Parks - \$451.20

Flintco

Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE





Flintco LLC (40-000)  
2302 South Prospect  
Oklahoma City, Oklahoma 73129  
Phone: (405) 670-6307

Project: 20136 - City of Norman - North Base Complex Phase 1  
1310-1380 DA Vinci Street  
Norman, Oklahoma 73069

## TAC Unit Condensate Sizing

TO:	Michael Segroves GSB, Inc. 3555 NW 58th Street, Suite 700W Oklahoma City, Oklahoma 73112	FROM:	Zack Blair Flintco, LLC - OKC 2302 S. Prospect Oklahoma City, Oklahoma 73129
DATE INITIATED:	08/18/2021	STATUS:	Open
REFERENCE:		DUE DATE:	08/27/2021
COST IMPACT:	TBD	SCHEDULE IMPACT:	TBD
DRAWING NUMBER:	M2-11		
LINKED DRAWINGS:		RECEIVED FROM:	Mike Hamilton (Orcutt Mechanical Contractors, Inc.)

### COPIES TO:

Carolyn Bennett (GSB, Inc.), Paul D'Andrea (City of Norman), Phillip Gunderson (Flintco, LLC - OKC), Bill Harrell (ADG), Randy Hill (ADG), Cory Rackley (Flintco, LLC - OKC), David Stanton (GSB, Inc.), Ethan Treisa (Flintco, LLC - OKC)

### Question from Zack Blair (Flintco, LLC - OKC) at 03:49 PM on 08/18/2021

Reference sheet M2-11, M2-12, and attached product data for the TAC units.

Question: The condensate piping for the TAC units in both Parks and Fleet is shown to be 3/4" PVC to the units, however, the TAC units are equipped with 1" ports for the condensate, and the manufacturer recommends 1" condensate.

1) Please confirm the condensate piping should be up-sized to 1" (1-1/4" OD) to meet manufacturer requirements.

### Attachments:

[TAC Unit Cut Sheets.pdf](#)

### Official Response

Awaiting an Official Response

### All Replies:

#### ACI Response:

Yes, size condensate line per manufacturers recommended drain size.

Isaac Marrone 8-19-21

# **ADDITIONAL COST FOR LUBRICATION CONTROLLERS**



Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008  
Phone: 405 787 5888 ext202

**Project:** 7080 - North Base Fleet Contract

## Prime Contract Potential Change Order #009: CE #010 - Lube Equipment

<b>TO:</b>	Flintco	<b>FROM:</b>	Orcutt Mechanical Contractors 6200 NW 39th Expressway Oklahoma City, Oklahoma 73008
<b>PCO NUMBER/REVISION:</b>	009 / 0	<b>CONTRACT:</b>	1 - North Base Fleet Contract Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Matthew Weber (Orcutt Mechanical Contractors)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	9/16/2021
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$4,212.80

**POTENTIAL CHANGE ORDER TITLE:** CE #010 - Lube Equipment

**CHANGE REASON:** Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #010 - Lube Equipment  
Changes to lube equipment

**ATTACHMENTS:**

Note: Per email correspondence with the City of Norman on September 15th, 2021 it was agreed the cost would be split between the City of Norman and Flintco.

Total Cost to City of Norman: \$2,106.40

Flintco

Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

C&amp;D Services LLC

PO Box 2132  
LEXINGTON, OK 73051Original Costs for  
Alemite System

Item 19.

**Estimate**

Date	Estimate #
8/12/2021	2964

Name / Address
ORCUTT MECHANICAL CONTRACTORS MATT WEBER 6200 NW 39TH EXPRESSWAY BETHANY, OK 73008 RE: NORTH BASE COMPLEX

Ship To

Account #

Description	Qty	Rate	Total
ELECTRONIC METER HANDLE WITH RIGID EXTENSION	36	260.00	9,360.00
FCS FLUID MANAGEMENT SYSTEM	3	2,618.82	7,856.46
PULSE METER--COOLANT			
PULSE METER--OILS	2	385.81	771.62
OIL SOLENOID WITH CONNECTOR	4	240.00	960.00
25' PLUG IN CABLE	36	158.21	5,695.56
	36	62.91	2,264.76
***THIS ESTIMATE INCLUDES LISTED EQUIPMENT ONLY-- DOES NOT INCLUDE ANY INSTALLATION, FEES OR PERMITS ***ESTIMATE DOES NOT INCLUDE ANY APPLICABLE SALES TAX			
<b>Total</b>			\$26,908.40

Phone #	Fax #	E-mail	Web Site
405-464-1646	405-527-1315	kclift@canddservices.net	www.canddservices.net

LUBEQUIP USA, LLC  
 13249 E. 46TH ST  
 TULSA, OK 74134 US  
 918-857-2765  
 joe@lubequipusa.com

# New Costs for RAASM System

## Estimate

### ADDRESS

FLINTCO  
 2302 S. PROSPECT AVE  
 OKLAHOMA CITY, OK 73129

### SHIP TO

FLINTCO  
 2302 S. PROSPECT AVE  
 OKLAHOMA CITY, OK  
 73129

ESTIMATE # 1182

DATE 09/14/2021

DATE	ITEM NUMBER	DESCRIPTION	QTY	RATE	AMOUNT
	RAA 39561-55	MASTER KEYPAD FOR INTEGRATED FLO NET SYSTEM	1	2,029.95	2,029.95
	RAA 39562-55	DISPENSE KEYPAD FOR INTEGRATED FLO NET SYSTEM	1	1,446.25	1,446.25
	RAA 39560-55	WIRELESS PRE-SET METER FOR FLO NET	<del>24</del> 30	896.50	<del>21,516.00</del> 26,895.00
	SERVICE WORK	1 DAY ON SITE STARTUP AND TRAINING	1	750.00	750.00

TOTAL

~~\$25,742.20~~  
**\$31,121.20**

Accepted By

Accepted Date





**ADVANCED FLUID  
MANAGEMENT SOLUTIONS**

# YOUR FLUID MANAGEMENT SYSTEM





### What is it?

The RAASM Flo-Net has been designed to control and monitor fluid consumption and inventory balances of automotive fluid products in your facility with **minimal installation and programming costs, all with wireless RF communications.**

### How is it designed?

The fully integrated system hardware consists of one **Master Keypad, at least one Dispense Keypad and at least one wireless (RF) electronic preset meter.** The Master Keypad handles serial communication between the PC or a host server (ERP system) and RF communication to the Dispense Keypads in the system. The system verifies the operator's pin number and validates the work order number, fluid quantities and the valid dispense point.

### What is the scope of the system?

The Master Keypad can communicate with up to 36 Dispense Keypads that can be positioned to best support the workflow of your service facility. Each Dispense Keypad can control up to 24 dispense meters, for a total of 250 dispense meters. The system supports up to 16 tanks / fluids as a part of the system configuration. The system supports 250 unique operators with separate IDs and pin numbers.

Item 19.

## SPECIFICATIONS

Power Requirements	100...240 V AC 50/60 Hz
RF Communications	2-way, 2.4...2.5 GHz Direct Sequence Spread Spectrum
RF Network	Self-healing Mesh Network
Operating Temperature	14...140 °F (-10...60 °C)
Internal Printer	Thermal printer Type FT190 (optional)
External Printer	Epson LX300 or similar (optional)

## CERTIFICATION

- Contains FCC ID: S4GEM35XB
- Contains IC: 8735A-EM35XB
- FCC CERTIFIED, PART 15, SUB-PART C
- CE0681 EC-R&TTE Certified

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions:  
**(1)** this device may not cause harmful interference, and  
**(2)** this device must accept any interference received, including interference that may cause undesired operation.

## VERSIONS

Two different versions are available with the following characteristics. Please contact our offices for more information.

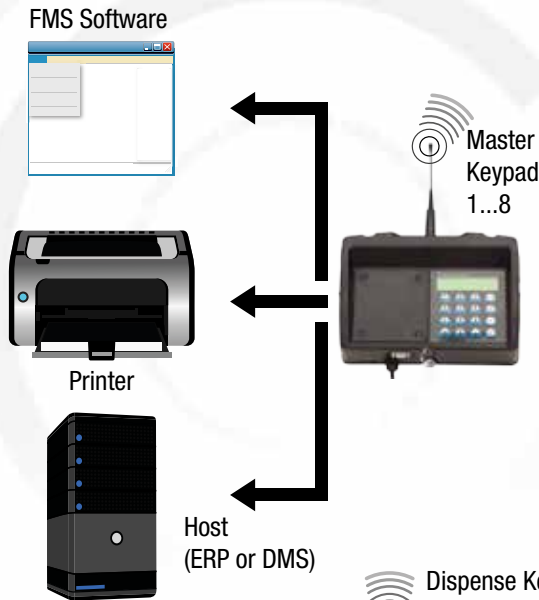
Main characteristics	<b>Flo-Net Independent System</b> Basic wireless advanced fluid management system for local inventory control.	<b>Flo-Net Integrated System</b> PC based wireless advanced fluid management system for large facility.
USERS	50	250
METERS	30	250
TANKS	8	16
FLUIDS	8	16
STANDALONE KEYPAD	1	-
MASTER ZONE KEYPADS	-	8
DISPENSE KEYPADS	-	36
SOFTWARE	Program directly on keypad	PC software

# SYSTEM OVERVIEW

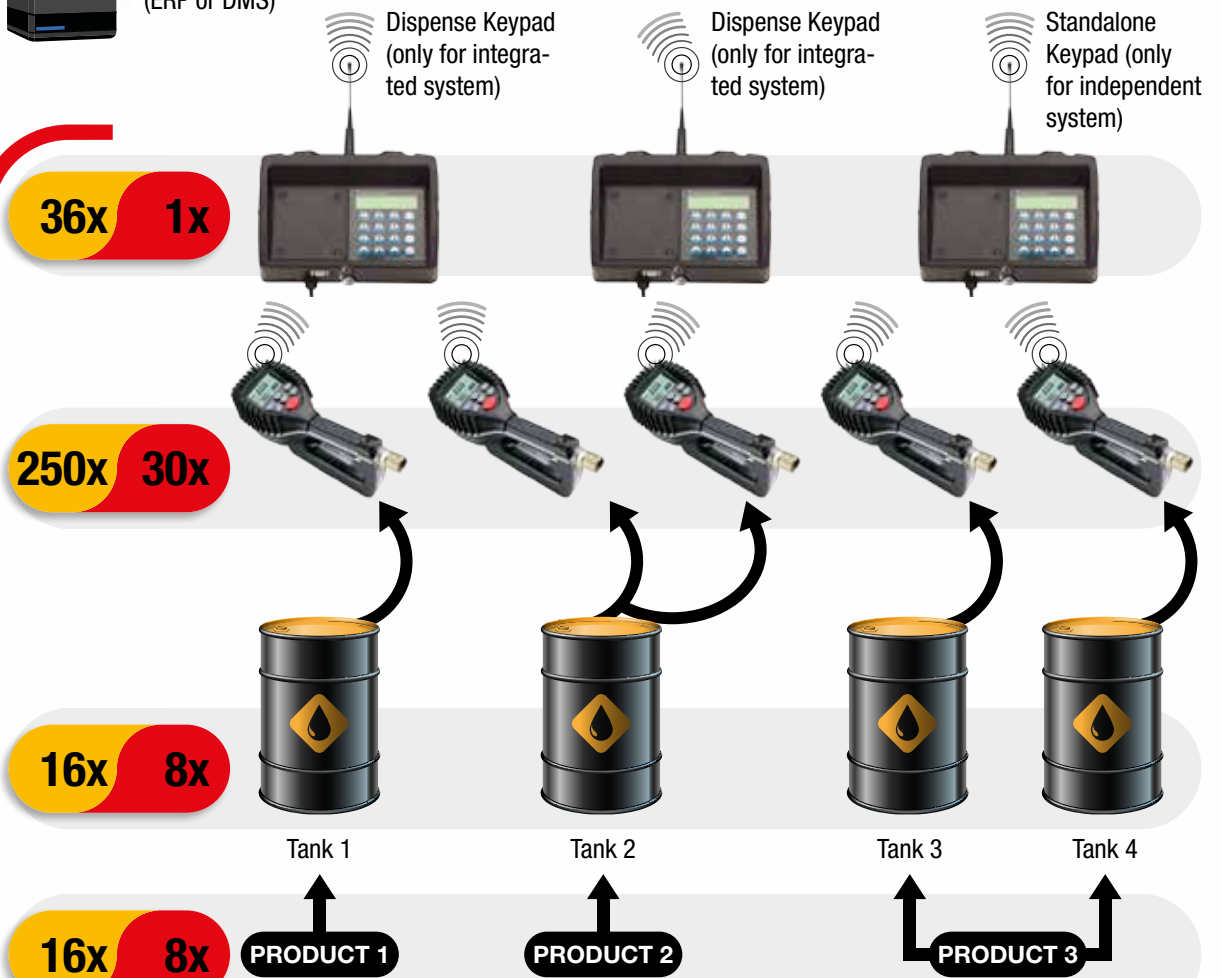
## VERSIONS:

- Flo-Net Independent System
- Flo-Net Integrated System

Flo-Net Integrated System



Flo-Net Independent System







## INNOVATIVE

- World class R&D department
- State of the art manufacturing facility
- Advanced new product development

## EFFICIENT

- Skilled manufacturing
- Efficient solutions
- High performing products

## RELIABLE

- Quality is our top priority
- Backed by our world-class warranty
- Strong product support

**RAASM USA, Inc.**  
1704 East Blvd, Suite 101  
Charlotte, NC 28203 USA

Phone +1 704 370 1906  
Fax +1 704 373 2603  
Toll free number +1 877 370 1906

info@raasmusa.com  
www.raasmusa.com

Authorized distributor

## DSE Bidding and Estimating Form

Job: NORTH BASE

Page # 15

Area: ADD POWER FOR DISPENSING KEY PAD

Enter E, C or W in Unit

Item	Qty	Unit	Description	Labor Hours	Ext	Material	Ext	Open	Ext
1									
2	2	E	10' STICKS OF 3/4" EMT			12.50	25.00		
3	1	E	4SQR BOX			5.00	5.00		
4	1	E	RECEPTACLE AND PLATE			8.00	8.00		
5	60	E	20' X 3 OF #12 THHN WIRE			0.25	15.00		
6	1	E	1 HOUR 1 MAN LABOR	1	1.00				
7									
8									
9									
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27									
28									
29									
30									
31									
32									
Totals				1	1.00		53.00		0.00

Labor Hour Rate 60

Tax Rate

Profit 15.00%

Total Labor 60

Total Material 61

Total Opening 0

Total 121

Total Page 15





Flintco LLC (40-000)  
2302 South Prospect  
Oklahoma City , Oklahoma 73129  
Phone: (405) 670-6307

**Project:** 20136 - City of Norman - North Base Complex Phase 1  
1310-1380 DA Vinci Street  
Norman, Oklahoma 73069

## Location of Fluid Management Controller

<b>TO:</b>	Michael Segroves GSB, Inc. 3555 NW 58th Street, Suite 700W Oklahoma City, Oklahoma 73112	<b>FROM:</b>	Phillip Gunderson Flintco, LLC - OKC 2302 S. Prospect Oklahoma City , Oklahoma 73129
<b>DATE INITIATED:</b>	09/14/2021	<b>STATUS:</b>	Open
<b>REFERENCE:</b>		<b>DUE DATE:</b>	09/23/2021
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SCHEDULE IMPACT:</b>	TBD
<b>DRAWING NUMBER:</b>	M2-11, M2-40		
<b>LINKED DRAWINGS:</b>		<b>RECEIVED FROM:</b>	Phillip Gunderson ( <b>Flintco, LLC - OKC</b> )

### COPIES TO:

Carolyn Bennett (**GSB, Inc.**), Paul D'Andrea (**City of Norman**), Phillip Gunderson (**Flintco, LLC - OKC**), Bill Harrell (**ADG**), Randy Hill (**ADG**), Cory Rackley (**Flintco, LLC - OKC**), David Stanton (**GSB, Inc.**), Ethan Treisa (**Flintco, LLC - OKC**)

### Question from Phillip Gunderson (Flintco, LLC - OKC) at 01:59 PM on 09/14/2021

During a walk today with Mike White, City of Norman, it was discussed the lubrication controller is currently design to be located in Compress/Lube M132.  
Per Mike, the controller should be located in Tire/Parts M137 in the general location either between the overhead doors on in the general vicinity (as this will be where the end user will be operating).  
Flintco requests confirmation relocation the controller to the requested location is acceptable as additional power and potentially low voltage will be required.

### Official Response

Awaiting an Official Response

### All Replies:

#### ACI Response -

Mechanically there is no issue moving the controller to room M137. Needs to be coordinated with electrical as mentioned above.

Isaac Marrone 9/15/21

# **ADDITIONAL FRP - RFI #66**



**WILJO INTERIORS** Item 19.  
109 NE 38TH STREET  
Oklahoma City, OK 73105  
Phone: 405-792-7979  
Fax: 405-792-7980  
www.wiljointeriors.com

<b>TO:</b> Phillip Gunderson Flintco		<b>JOB:</b> City of Norman- North Base Complex	
<b>DATE:</b> 09/21/21		<b>PLAN DATE:</b>	
<b>ADDENDUMS:</b> <del>RFI #33</del> <b>RFI #66</b>		<b>VOID PRICE AFTER:</b> 30 Days	
<b>SCOPE:</b>  Proposal to Add frp to additonal two walls in M107		<b>AMOUNT</b>  \$400	
<b>EXCLUSIONS:</b> Overtime or nightwork; MEP; sealing of MEP penetrations; finished wood; millwork; provide or install of doors or door hardware; provide door frames; provide or install of any aluminum doors, door frames or window frames; provide or install of RR accessories; install of fire extinguisher cabinets; mullion caps; glazing; tape & bed; paint; EIFS or stucco; texture; flooring; transition strips; wall tile; blown-in insulation; engineering; any work not mentioned in scope above.			
		<b>TOTAL:</b> \$400	
Respectfully Submitted,  Frank Snolis WILJO INTERIORS, INC.			

**ADDITIONAL  
BACKER  
BOARD - RFI #61**



**WILJO INTER** Item 19.  
109 NE 38  
Oklahoma City, OK 73105  
Phone: 405-792-7979  
Fax: 405-792-7980  
www.wiljointeriors.com

<b>TO:</b> Phillip Gunderson Flintco	<b>JOB:</b> City of Norman- North Base Complex Fleet
<b>DATE:</b> 09/17/21	<b>PLAN DATE:</b>
<b>ADDENDUMS:</b>	<b>VOID PRICE AFTER:</b> 30 Days
<b>SCOPE:</b>	
Proposal to cut out drywall and install tile backer board where called out on finish schedule (Excludes: Tape and Bed; Paint; Tile)	
<b>Materials:</b>	\$2,650
<b>Labor:</b>	\$3,740
<b>OH&amp;P:</b>	\$960
<b>Total:</b>	\$7,350
<b>EXCLUSIONS:</b>	
Overtime or nightwork; MEP; sealing of MEP penetrations; finished wood; millwork; provide or install of doors or door hardware; provide door frames; provide or install of any aluminum doors, door frames or window frames; provide or install of RR accessories; install of fire extinguisher cabinets; mullion caps; glazing; tape & bed; paint; EIFS or stucco; texture; flooring; transition strips; wall tile; blown-in insulation; engineering; any work not mentioned in scope above.	
<b>TOTAL:</b>	
\$7,350	
Respectfully Submitted,	
Frank Snolis WILJO INTERIORS, INC.	





Flintco LLC (40-000)  
2302 South Prospect  
Oklahoma City, Oklahoma 73129  
Phone: (405) 670-6307

Project: 20136 - City of Norman - North Base Complex Phase 1  
1310-1380 DA Vinci Street  
Norman, Oklahoma 73069

## Cementitious Backer Board Clarification

TO:	Michael Segroves GSB, Inc. 3555 NW 58th Street, Suite 700W Oklahoma City, Oklahoma 73112	FROM:	Ethan Treisa Flintco, LLC - OKC 2302 S. Prospect Oklahoma City, Oklahoma 73129
DATE INITIATED:	09/08/2021	STATUS:	Open
REFERENCE:		DUE DATE:	09/17/2021
LINKED DRAWINGS:		RECEIVED FROM:	
COPIES TO: Zack Blair (Flintco, LLC - OKC), Paul D'Andrea (City of Norman), Phillip Gunderson (Flintco, LLC - OKC), Bill Harrell (ADG), David Stanton (GSB, Inc.)			

### Question from Ethan Treisa (Flintco, LLC - OKC) at 02:18 PM on 09/08/2021

REF: Product Data  
REF: Spec 092900

Page 4 of the referenced spec section notes to install cementitious backer board around the walls of the (3) showers. Please advise if the intent is to provide cementitious backer board at all other locations that are to receive tile.

**Attachments:**

[usg-durock-cement-board-with-edgeguard-submittal-en-CB399EG.pdf 092900.pdf](#)

### Official Response

Awaiting an Official Response

All Replies: [RESPONSE | GSB | 2021 09 16:](#)

**CORRECT - PROVIDE CEMENTITIOUS BACKER BOARD AT ALL AREAS THAT ARE TO RECEIVE TILE**

MICHAEL SEGROVES, AIA / AICP  
PROJECT ARCHITECT | GSB, INC. ARCHITECTS & PLANNERS

**SECTION 09 29 00****GYPSUM BOARD****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  1. Interior gypsum board.
  2. Tile backing panels.
  3. Texture finishes.
- B. Related Requirements:
  1. Section 05 40 00 "Cold-Formed Metal Framing" for metal framing in exterior walls.
  2. Section 09 22 16 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.

**1.3 SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples: For the following products:
  1. Textured Finishes: 24 inches square samples for textured finish indicated and on same backing indicated for Work.

**1.4 QUALITY ASSURANCE**

- A. Mockup: Build mockup of at least 100 sq. ft. in surface area to demonstrate aesthetic effects and to set quality standards for materials and execution.
  1. Build mockups for texture finish indicated.
  2. Apply final painting on surface for review of mockup.
  3. Simulate finished lighting conditions for review of mockup.
  4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

**1.5 DELIVERY, STORAGE AND HANDLING**

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

**1.6 FIELD CONDITIONS**

- A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
  1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.

2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E119 by an independent testing agency.

### 2.2 INTERIOR GYPSUM BOARD

- A. Manufacturer:
  1. American Gypsum.
  2. CertainTeed Gypsum
  3. Continental Building Products.
  4. Georgia-Pacific Gypsum.
  5. National Gypsum Company.
  6. USG Corporation.
- B. Gypsum Board, Type X: ASTM C1396/C1396M.
  1. Thickness: 5/8 inch.
  2. Long Edges: Tapered.
- C. Mold-Resistant Gypsum Board: ASTM C1396/C1396M. With moisture- and mold-resistant core and paper surfaces.
  1. Core: 5/8 inch, Type X.
  2. Long Edges: Tapered.
  3. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

### 2.3 TILE BACKING PANELS

- A. Cementitious Backer Units: ANSI A118.9 and ASTM C1288 or ASTM C1325, with manufacturer's standard edges.
  1. Manufacturer:
    - a. C-Cure.
    - b. CertainTeed Corporation.
    - c. Custom Building Products.
    - d. FinPan, Inc.
    - e. James Hardie Building Products.
    - f. National Gypsum Company.
    - g. USG Corporation.
  2. Core: 5/8 inch.
  3. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

### 2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.
  1. Material: Galvanized, aluminum-coated steel sheet, rolled zinc, or plastic.
  2. Shapes:
    - a. Cornerbead.
    - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
    - c. Expansion (control) joint.

### 2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.

- B. Joint Tape:
  - 1. Interior Gypsum Board: Paper.
  - 2. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping or drying-type, all-purpose compound.
  - 3. Fill Coat: For second coat, use setting-type, sandable topping or drying-type, all-purpose compound.
  - 4. Finish Coat: For third coat, use setting-type, sandable topping or drying-type, all-purpose compound.
- D. Joint Compound for Cementitious Tile Backing Panels: As recommended by backer unit manufacturer.

## 2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
  - 1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
  - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- C. Acoustical Batt Insulation: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
  - 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- D. Acoustical Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E90.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Franklin International.
    - b. Grabber Construction Products.
    - c. Hilti, Inc.
    - d. Pecora Corporation.
    - e. Specified Technologies, Inc.
    - f. Substitutions: Comply with requirements of Section 01 2501.

## 2.7 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer.
- B. Non-Aggregate Finish: Premixed, vinyl texture finish for spray application.
  - 1. Manufacturer: National Gypsum Company.
  - 2. Texture: Orange peel.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 APPLYING AND FINISHING PANELS, GENERAL**

- A. Comply with ASTM C840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
  - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
  - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch-wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

**3.3 APPLYING INTERIOR GYPSUM BOARD**

- A. Install interior gypsum board and cementitious backer units in the following locations:
  - 1. Mold-Resistant Gypsum Board, Type X: Where indicated on Drawings.
  - 2. Cementitious Backer Units: At shower walls.
  - 3. Type X: Elsewhere.



- B. Single-Layer Application:
1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
  2. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
    - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
    - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
  3. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
  4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Multilayer Application:
1. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
  2. Fastening Methods: Fasten base layers and face layers separately to supports with screws.

### 3.4 APPLYING TILE BACKING PANELS

- A. Comply with manufacturer's installation instructions and ANSI A108.11.
- B. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

### 3.5 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
1. Cornerbead: Use at outside corners.
  2. LC-Bead: Use at exposed panel edges.

### 3.6 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
  2. Level 2: Panels that are substrate for tile.
  3. Level 4: At panel surfaces that will be exposed to view (orange peel texture and paint).

- E. Primer and its application to surfaces are specified in Sections 09 91 00.
- F. Tile Backer Units: Finish according to manufacturer's written instructions.

### 3.7 APPLYING TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture matching approved mockup and free of starved spots or other evidence of thin application or of application patterns.
- C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture-finish manufacturer's written instructions.

### 3.8 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## END OF SECTION



# USG DUROCK® BRAND CEMENT BOARD WITH EDGE GUARD™

## Backerboard for tile and exterior finish systems

- Enhanced proprietary edge performance prevents spinout and crumbling
- Easy to cut and fasten
- Water durable and mold resistant
- Warranted for interior and exterior applications
- Exceptional tile bond
- Noncombustible
- Achieved GREENGUARD Gold Certification and qualifies as a low VOC emitting material per California Department of Public Health CDPH/EHLB/Standard Method (CA Section 01350) for school classrooms and private office modeling scenarios, and meets USGBC's LEED® v4 emission requirements for flooring applications.

## DESCRIPTION

USG Durock® Brand Cement Board with EdgeGuard™ offers architects, builders and tile contractors a strong, water-durable tile base for tub and shower areas. Also an ideal underlayment for tile on floors and countertops in new construction and remodeling. Board is readily applied over wood or steel framing spaced 16 in. (406 mm) o.c. with corrosion-resistant wood screws, steel screws or hot-dipped galvanized roofing nails. After joints are treated, wall or floor tile is applied using latex-fortified mortar or Type I organic adhesive.

USG Durock® Brand Cement Board with EdgeGuard is preferred by many applicators as a base for directly applied finishes, tile, stone and thin brick used in building exteriors.

The 1/2 in. (12.7 mm) and 5/8 in. (15.9 mm) panels are Underwriters Laboratories Inc. (UL) Classified for fire resistance, and may be used in any UL Design where Type DCB panels are listed.

## PRODUCT DATA

### SIZES AND PACKAGING

Size (thickness x width x length) <sup>1</sup>	Units (pcs) <sup>2</sup>
1/4 in. x 3 ft. x 5 ft. (6.4 mm x 915 mm x 1525 mm)	60
1/2 in. x 32 in. x 5 ft. (12.7 mm x 813 mm x 1525 mm)	50
1/2 in. x 3 ft. x 5 ft. (12.7 mm x 915 mm x 1525 mm)	50
1/2 in. x 4 ft. x 8 ft. (12.7 mm x 1220 mm x 2440 mm)	40
5/8 in. x 3 ft. x 5 ft. (15.9 mm x 915 mm x 1525 mm)	40
5/8 in. x 4 ft. x 8 ft. (15.9 mm x 1220 mm x 2440 mm)	32

1. Other lengths available. Contact your USG Sales Representative.
2. Shipped in packaging units as shown.

## STANDARDS

USG Durock® Brand Cement Board with EdgeGuard exceeds ANSI standards for cementitious backer units (CBU). See ANSI A118.9 for test methods and specifications for CBU and ANSI A108.11 for interior installation of CBU. Exceeds industry standards as an exterior substrate for exterior finishes. Exceeds ASTM C1325 standards for nonasbestos fiber-mat reinforced cementitious backer units.

## AVAILABILITY

USG Durock® Brand Cement Board with EdgeGuard is distributed throughout the United States. Contact a USG sales office or sales person for additional information.

## COMPOSITION AND MATERIALS

USG Durock® Brand Cement Board with EdgeGuard is formed in a continuous process of aggregated portland cement slurry with polymer-coated, glass-fiber mesh completely encompassing edges, back and front surfaces. The edges are formed smooth with a patented poly-propylene fabric-wrapped edge. The ends are square cut.

DELIVERY AND STORAGE OF MATERIALS

All materials should be delivered and stored in their original unopened package and stored in an enclosed shelter providing protection from damage and exposure to the elements. Even though the stability and durability of USG Durock® Brand Cement Board with EdgeGuard is unaffected by the elements, moisture and temperature variations may have an effect on the bonding effectiveness of basecoats and adhesives. Store all USG Durock® Brand Cement Board with EdgeGuard panels flat.

ENVIRONMENTAL CONDITIONS

In cold weather and during USG Durock® Brand Cement Board with EdgeGuard panel and tile installation, temperatures within the building shall be maintained within the range of 40 to 100°F (5 to 38°C). Adequate ventilation shall be provided to carry off excess moisture.

INTERIOR APPLICATIONS

The building shall be enclosed and the HVAC system operating so that wood framing shall reach the moisture content it will reach in service. Do not install board when the board is wet.

EXTERIOR APPLICATIONS

In exterior applications, USG Durock® Brand Cement Board with EdgeGuard should not be left uncovered for a period of time exceeding 90 days. Discoloration or staining may occur due to exposure to the elements which will not affect performance of the panel. Finishes, leveling/skim coats and basecoats should not be applied to USG Durock® Brand Cement Board with EdgeGuard panel that is wet or frozen or that contains frost. After application, and for at least 24 hours, finishes, leveling/skim coats and basecoats should be effectively protected from rain and excessive moisture. In cold weather and during finish applications, USG Durock® Brand Cement Board with EdgeGuard panel, skim or basecoat, mortar, finish material and air temperature must be at least 40°F (5°C) and must remain at this temperature or higher for at least 24 hours after application. Hot and dry weather may affect working time of leveling/skim or basecoat and finish materials. Under rapid drying conditions, dampening or light fogging of board, leveling/skim or basecoat surface may be required to improve workability.

PANEL MICROCRACKING

USG Durock® Brand Cement Board with EdgeGuard is formulated to develop fine microcracking (also called multiple cracking) in the panel. The microcracking process helps to evenly relieve the stored strain energy in the product due to handling and installation, external loads and/or panel restrained movement. The presence of microcracks in the panel should not be considered a product defect.

INSTALLATION

- A. Install cement board with ends and edges closely abutted, but not forced together. Stagger end joints in successive courses.
- B. For flooring applications over a wood-based substrate, laminate USG Durock® Brand Cement Board with EdgeGuard to subfloor using Type 1 organic adhesive or latex-modified thin-set mortar suitable for bonding cement board. Fasten to subfloor with 1-1/4 in. (32 mm) USG Durock™ Brand Tile Backer Screws for wood framing (or equivalent) or 1-1/2 in. (38 mm) hot-dipped galvanized roofing nails spaced 8 in. (203 mm) o.c. in both directions with perimeter fasteners at least 3/8 in. (10 mm) and less than 5/8 in. (16 mm) from ends and edges. Drive nails and screws so that bottoms of heads are flush with panel surface to ensure firm panel contact with subfloor. Do not overdrive fasteners. Prefill joints with tile-setting mortar or adhesive and then immediately embed USG Durock™ Brand Tile Backer Tape and level joints.
- C. For wall application, fasten USG Durock® Brand Cement Board with EdgeGuard panels to framing with specified fasteners. Drive fasteners into field of panels first, working toward ends and edges. Hold panels in firm contact with framing while driving fasteners. Space fasteners maximum 8 in. (203 mm) o.c. for walls, 6 in. (152 mm) o.c. for ceilings, with perimeter fasteners at least 3/8 in. (10 mm) and less than 5/8 in. (16 mm) from ends and edges. Drive nails and screws so bottoms of heads are flush with panel surface to ensure firm panel contact with framing. Do not overdrive fasteners. Approved fasteners include: USG Durock™ Brand Tile Backer Screws for steel framing (or equivalent), 1-1/4 in. (32 mm) and 1-5/8 in. (41 mm) for 14- to 20-gauge steel framing; USG Durock™ Brand Tile Backer Screws for wood framing (or equivalent), 1-1/4 in. (32 mm), 1-5/8 in. (41 mm) and 2-1/4 in. (57 mm) for wood framing. Nails (1-1/2 in. [38 mm] hot-dipped galvanized roofing nails). Prefill joints with tile-setting mortar or adhesive and then immediately embed USG Durock™ Brand Tile Backer Tape and level joints.

**INSTALLATION CONT.**

- D. Cement board should be cut to size with a knife and straight edge. A power saw should be used only if it is equipped with a dust-collection device. Installer should wear NIOSH/MSHA-approved dust mask.
- E. If waterproofing is desired, use USG Durock™ Brand Liquid Waterproofing Membrane. See *USG Durock™ Brand Liquid Waterproofing Membrane* submittal sheet (CB817) for product information.

Refer to *USG Durock® Brand Cement Board System Guide* (SA932) for complete installation information, including good design practices. For technical assistance, call USG Technical Service at 800 USG.4YOU (874-4968).

**LIMITATIONS**

1. Designed for positive or negative uniform loads up to 60 psf. For complete information on the use of USG Durock® Brand panels in exterior systems, consult uniform load table on Page 4 for applicable positive or negative uniform loads on wall systems.
2. Wall applications: Maximum stud spacing: 16 in. (406 mm) o.c. (24 in. [610 mm] o.c. for cavity shaft wall assembly). Framing shall be designed (based on stud properties alone) not to exceed L/360 deflection for tile and thin brick, L/240 for direct-applied exterior finish systems. Maximum fastener spacing: 8 in. (203 mm) o.c. for wood and steel framing; 6 in. (152 mm) o.c. for ceiling applications.
3. Floor applications: Maximum joist spacing 24 in. (610 mm) o.c. The subfloor system should be designed with a minimum deflection limit of L/360 for the span. Some finish materials may require a more rigid subassembly (such as large format tile and natural stone products). In these cases, follow the manufacturer's minimum requirements. The subfloor should be APA Span-Rated Plywood or OSB with an Exposure 1 classification or better with tongue and groove or back blocked at the unsupported edges.
4. In exterior applications, USG Durock® Brand Cement Board with EdgeGuard should not be left uncovered for a period of time exceeding 90 days. Discoloration or staining may occur due to exposure to the elements which will not affect performance of the panel.
5. Brittle coatings, such as epoxy coatings, are not recommended for use with USG Durock® Brand Cement Board with EdgeGuard. USG Durock® Brand Cement Board with EdgeGuard is intended for use with tile, thin brick and exterior stucco coatings only.
6. Maximum dead load for ceiling system is 7.5 psf.
7. Steel framing must be 20-gauge or heavier.
8. Do not use drywall screws or drywall nails. Do not use drywall joint tape.
9. Do not use 1/4 in. (6.4 mm) USG Durock® Brand Cement Board with EdgeGuard for wall or ceiling applications. 1/4 in. (6.4 mm) USG Durock® Cement Board with EdgeGuard is for use in interior applications only.
10. Do not use USG Durock® Brand Cement Board with EdgeGuard with vinyl flooring.
11. USG Durock® Brand Cement Board with EdgeGuard is not designed for use as a structural panel.
12. Maximum installed weight of the finish system should not exceed 15 psf.
13. USG Durock® Brand Cement Board with EdgeGuard panels should not be used in areas where they are exposed to temperatures that exceed 200°F (93°C).
14. In locations close to salt water or other challenging environments, design professionals should consider the use of stainless steel fasteners.
15. Do not use lightweight setting-type joint compounds or ready-mix joint compounds directly over USG Durock® Brand Cement Board with EdgeGuard.



## TECHNICAL DATA

Property	Unit of Measure	ASTM Test Method	5/8 in. (15.9 mm) USG Durock® Brand Cement Board with EdgeGuard™	1/2 in. (12.7 mm) USG Durock® Brand Cement Board with EdgeGuard™	1/4 in. (6.4 mm) USG Durock® Brand Cement Board with EdgeGuard™ Underlayment
<b>Flexural strength</b>	psi (MPa)	C947	> 480	> 750	> 1000 (6.9)
<b>Indentation strength</b>	psi (MPa)	D2394	> 1250	> 1250	> 1250 (8.6)
<b>Shear bond strength</b>	psi	ANSI A118.4	> 50	> 50	> 50
<b>Nail-pull resistance</b>	lb. (0.375 in. [10 mm] head diameter, wet or dry)	C473	> 90	> 90	—
<b>Weight</b>	psf (kg/m²)	C473	3	2.4	< 1.9 (1.9)
<b>Freeze/thaw resistance</b>	procedure B, number of cycles with no deterioration	C666	100	100	100
<b>Mold resistance</b>	—	G21	Rating 0, No growth	Rating 0, No growth	Rating 0, No growth
		D3273	10/10	10/10	10/10
<b>Noncombustibility</b>	Pass/Fail	E136	Pass	Pass	Pass
<b>Surface-burning characteristics</b>	flame/smoke	E84	0/0	0/0	0/0
<b>Thermal</b>	"R"/k value	C518	.49/1.27	0.39/1.27	—
<b>Standard method for evaluating ceramic floor tile installation systems</b>	Passes cycles 1-6	C627	Light commercial	Light commercial	Light commercial
<b>Minimum bending radius</b>	ft. (requires special framing details available upon request)	—	6	6	—

### PRODUCT INFORMATION

See usg.com for the most up-to-date product information.

#### DANGER

Causes skin irritation. Causes serious eye damage. May cause an allergic skin reaction. May cause respiratory irritation. May cause cancer by inhalation of respirable crystalline silica. Do not handle until all safety precautions have been read and understood. Avoid breathing dust. Use only in a well-ventilated area, wear a NIOSH/MSHA-approved respirator. Wear protective gloves/protective clothing/eye protection. If swallowed, inhaled, or skin irritation occurs get medical attention. If on skin: Wash with plenty of water. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses and continue rinsing. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reuse. Dispose of in accordance with local, state, and federal regulations. For more information call Product Safety: 800 507-8899 or see the SDS at usg.com

**KEEP OUT OF REACH OF CHILDREN.**

#### TRADEMARKS

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#### NOTE

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#### NOTICE

We shall not be liable for incidental and consequential damages, directly or indirectly sustained, nor for any loss caused by application of these goods not in accordance with current printed instructions or for other than the intended use. Our liability is expressly limited to replacement of defective goods. Any claim shall be deemed waived unless made in writing to us within thirty (30) days from date it was or reasonably should have been discovered.

#### SAFETY FIRST!

Follow good safety/industrial hygiene practices during installation. Wear appropriate personal protective equipment. Read SDS and literature before specification and installation.

### UNIFORM LOAD—1/2 IN. (12.7 MM) USG DUROCK® BRAND CEMENT BOARD WITH EDGE GUARD™

Stud Spacing	Fastener Spacing	Design Wind Load (1/240)	Design Wind Load (1/360)
12 in. (305 mm) o.c.	8 in. (203 mm) o.c.	35 psf	35 psf
	6 in. (152 mm) o.c.	44 psf	44 psf
16 in. (406 mm) o.c.	8 in. (203 mm) o.c.	27 psf	21 psf
	6 in. (152 mm) o.c.	31 psf	21 psf
24 in. (610 mm) o.c. (for shaft wall assemblies only)	8 in. (203 mm) o.c.	12 psf	8 psf
	6 in. (152 mm) o.c.	12 psf	8 psf

### SUBMITTAL APPROVALS

<b>Job Name</b>	
<b>Contractor</b>	<b>Date</b>

800 USG.4YOU  
800 (874-4968)  
usg.com

Manufactured by  
United States Gypsum Company  
550 West Adams Street  
Chicago, IL 60661

CB399EG-USA-ENG/rev. 7-20  
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# 20146

# ALTERNATE JOB

# REVISION 7

## DSE Bidding and Estimating Form

Job: NORTH BASE

Page # 11

Area: REVISIN 7 PARKS

Enter E, C or W in Unit

Item	Qty	Unit	Description	Labor Hours	Ext	Material	Ext	Open	Ext
1			ADDED DATA ROUGH						
2	1	E	10' 3/4" EMT			12.50	12.50		
3	1	E	4SQR BOX			5.00	5.00		
4	1	E	MAN 1 HOUR LABOR	1	1.00				
5									
6									
7									
8									
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29									
30									
31									
32									
Totals				1	1.00		17.50		0.00

Labor Hour Rate 60

Tax Rate

Profit 15.00%

Total Labor 60

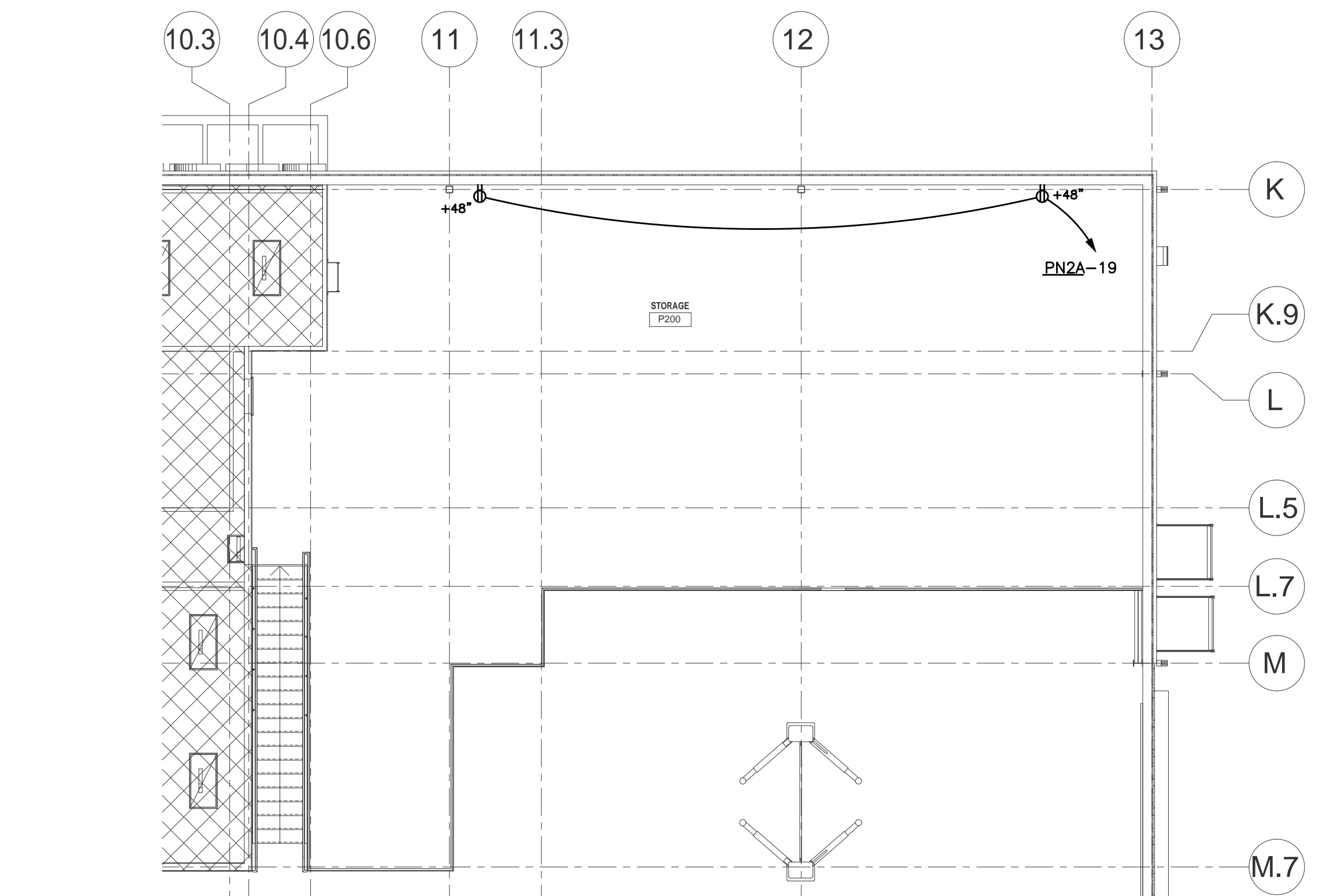
Total Material 20

Total Opening 0

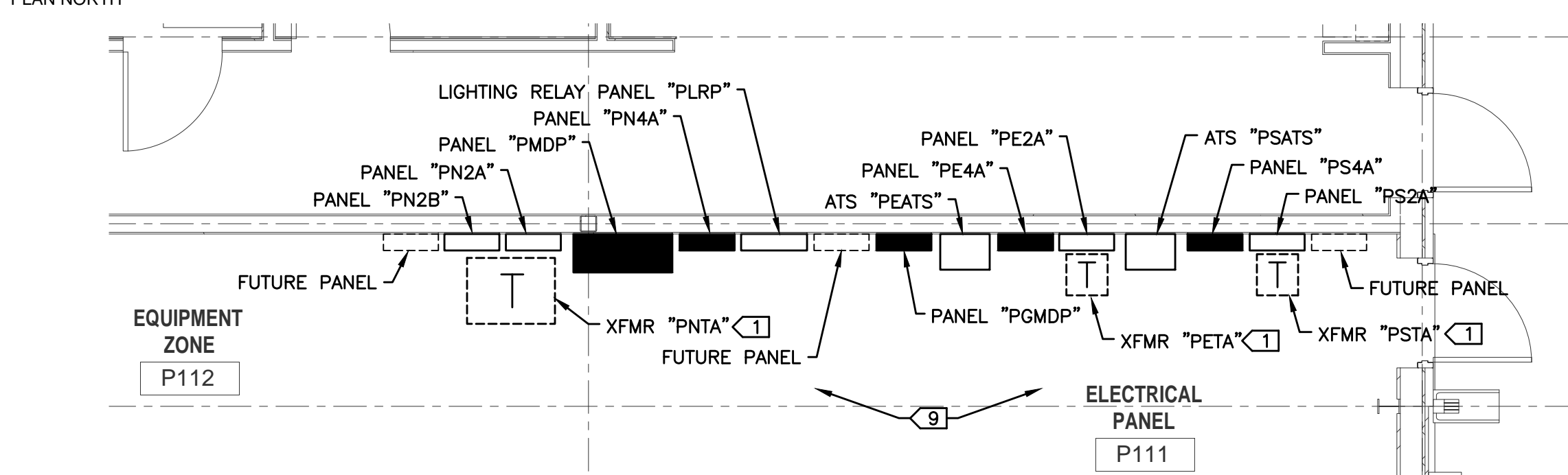
Total 80

Total Page 11

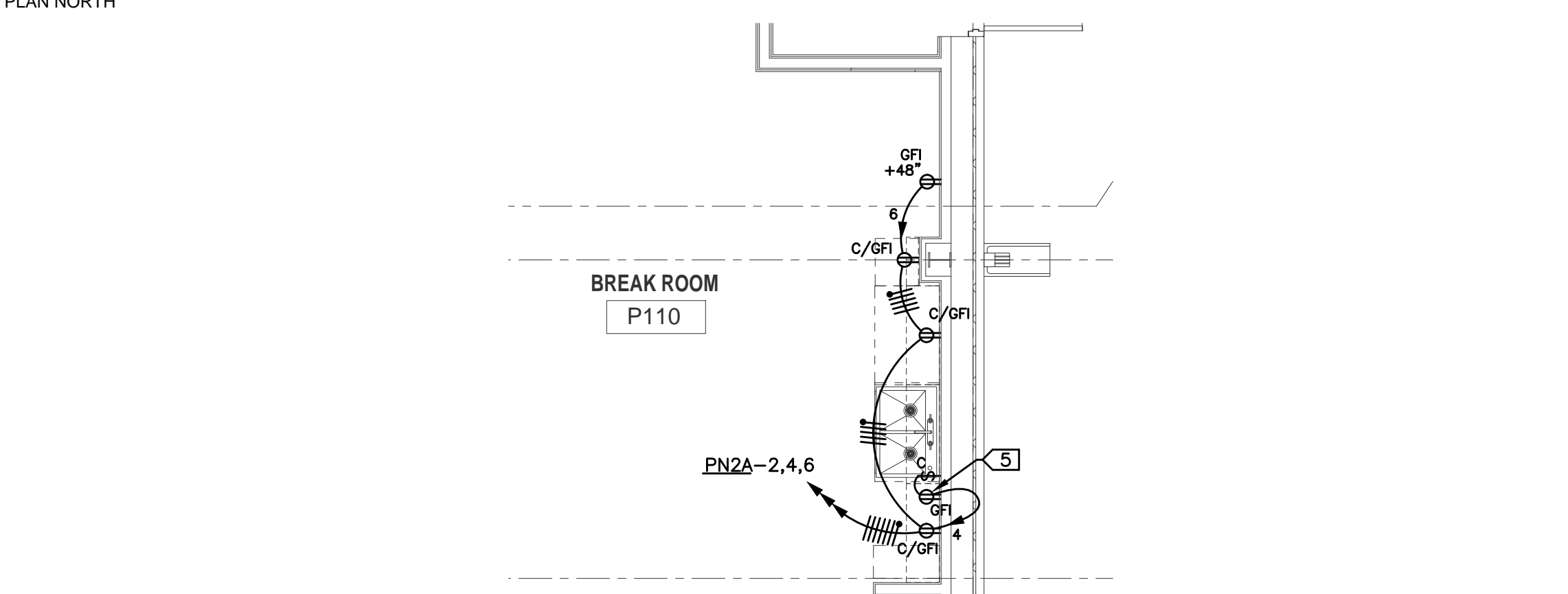




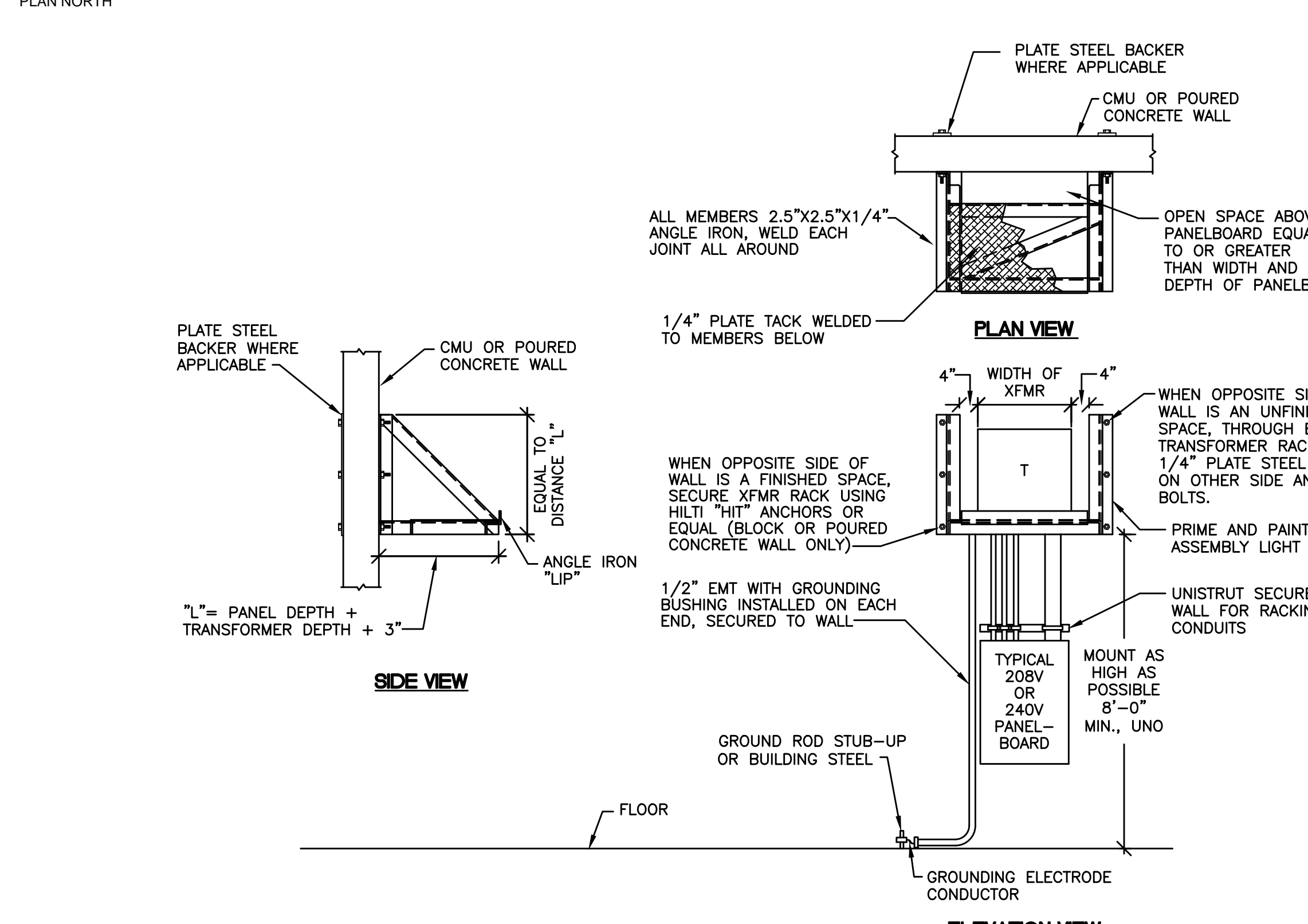
**2 POWER PLAN - 2ND FLOOR - PARKS - ADD ALT #1**  
E3-02 1/8" = 1'-0"



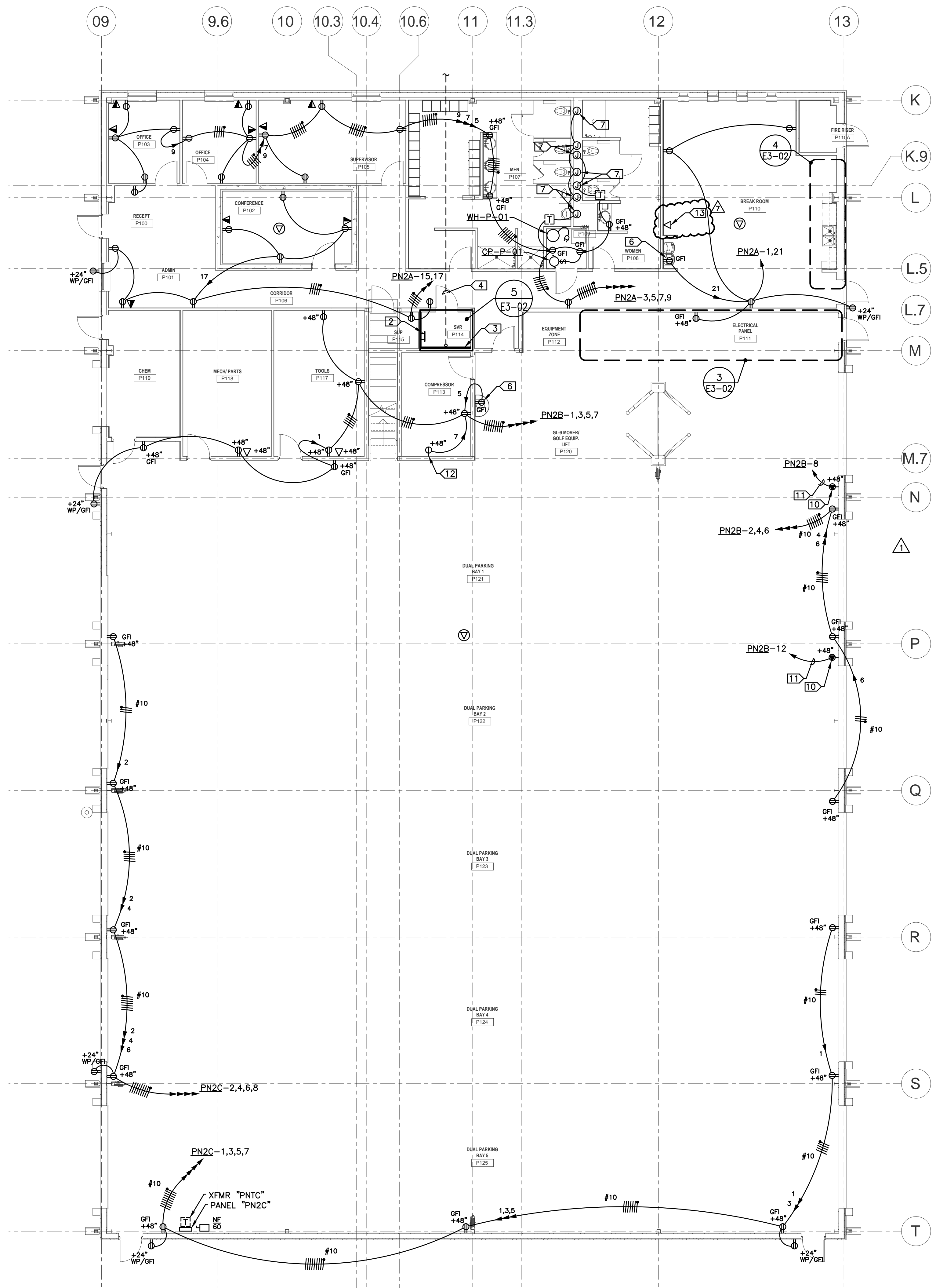
**3 ENLARGED POWER DISTRIBUTION PLAN - PARKS - ADD ALT #1**  
E3-02 1/8" = 1'-0"



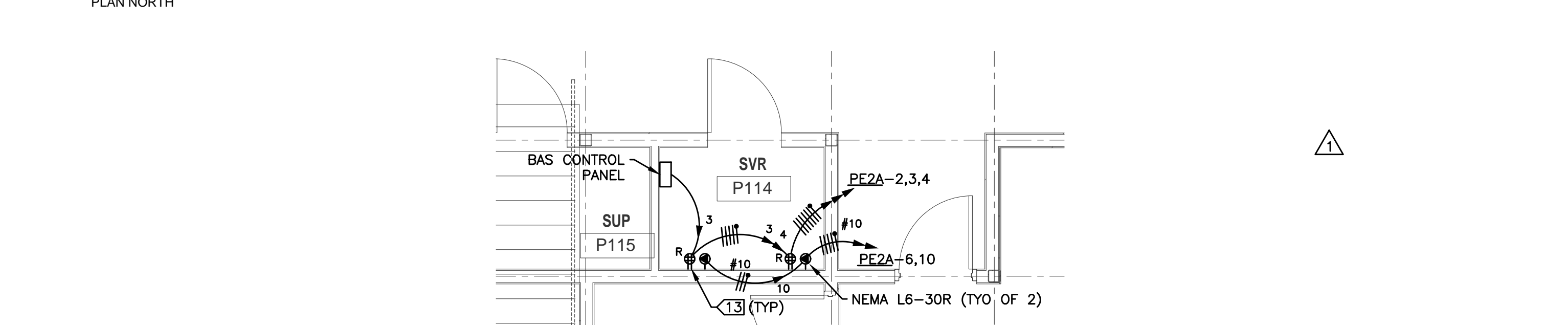
**4 ENLARGED BREAK ROOM PLAN - PARKS - ADD ALT #1**  
E3-02 1/8" = 1'-0"



**A TRANSFORMER WALL MOUNTING DETAIL**  
E3-02 NOT TO SCALE



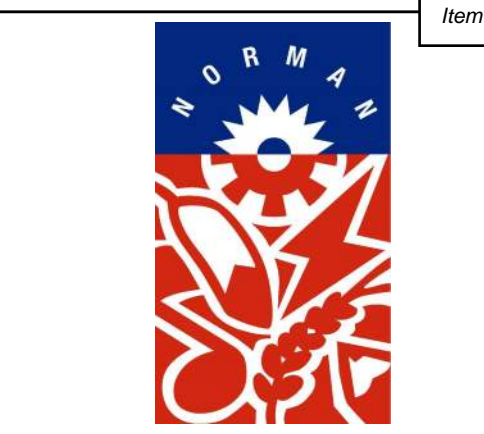
**1 POWER PLAN - LEVEL ONE - PARKS MAINTENANCE - ADD ALT #1**  
E3-02 1/8" = 1'-0"



**5 ENLARGED SERVER ROOM PLAN - PARKS**  
E3-02 1/8" = 1'-0"

- GENERAL NOTES:**
- ENTIRE INSTALLATION SHALL COMPLY WITH NEC ARTICLE 511 FOR MAJOR REPAIR GARAGE SERVICING GASOLINE AND CNG VEHICLES.
  - SERVICE BAYS AND AREAS DIRECTLY COMMUNICATING SHALL BE CLASSIFIED CLASS 1, DIV. 2 FROM FINISHED FLOOR TO 18" AFF. ALL CIRCUITING PASSING THROUGH THE HAZARDOUS AREA SHALL BE UNBROKEN RGSC WITH NO FITTINGS. ALL PANELBOARDS, TRANSFORMERS, AND OTHER ELECTRICAL ENCLOSURES INCLUDING WALL OUTLETS IN THIS AREA SHALL BE MOUNTED NOT LOWER THAN 20" AFF TO BOTTOM OF BOX, OR AS NOTED.
  - THE CNG HAZARDOUS AREA REQUIREMENTS AT THE CEILING SHALL BE MET BY USE OF A VENTILATION SYSTEM TO PROVIDE THE REQUIRED AIR CHANGES PER HOUR IN ACCORDANCE WITH NEC TABLE 511.3(D). NO CNG HAZARDOUS AREA SHALL BE REQUIRED AT THE CEILING.
  - ANY CONDUIT PASSING THROUGH THE HAZARDOUS AREA MUST MEET THE REQUIREMENTS OF NEC ARTICLE 502.
  - OFFICE AREA SHALL BE PROVIDED WITH POSITIVE PRESSURE HVAC AND SHALL NOT BE CLASSIFIED HAZARDOUS.
  - PROVIDE DEDICATED NEUTRALS FOR EACH CIRCUIT, UNO.
  - HOMERUN CIRCUITS AS SHOWN, DO NOT COMBINE HOMERUNS.
  - CONTRACTOR MAY USE "MC" CABLE WITHIN MILLWORK AND AS FUTURE WHIPS ABOVE LAY-IN CEILINGS ONLY. "MC" IS NOT ALLOWED FOR ANY OTHER APPLICATIONS.
  - COORDINATE EXACT FLOOR BOX LOCATIONS WITH ARCHITECT.
  - 20A, 120V CIRCUITS LONGER THAN 100' SHALL BE #10 AWG.
  - CONTRACTOR SHALL ENSURE THAT ALL CODE REQUIRED WORKING SPACE CLEARANCES ARE MAINTAINED.
  - CONDUITS ROUTED EXPOSED SHALL BE ROUTED PERPENDICULAR AND PARALLEL TO BUILDING LINES IN A NEAT AND WORKMANLIKE MANNER. PAINT AS REQUIRED BY ARCHITECT.
  - PROVIDE 120V GFCI DUPLEX RECEPTACLE AND PIGTAIL CONNECTED TO NEAREST RECEPTACLE CIRCUIT AT EACH P-TRAP PRIMER. RE: MECHANICAL DRAWINGS FOR LOCATIONS.
  - RE: CONVERGENT DRAWINGS FOR ACCESS CONTROL & CCTV CONDUITS TO BE PROVIDED UNDER THIS CONTRACT. THIS CONTRACTOR SHALL PROVIDE ALL CONDUIT AND POWER CIRCUITING REQUIRED BY THOSE DRAWINGS.

- KEYED NOTES:**
- WALL MOUNTED TRANSFORMER. RE: DETAIL "A" THIS SHEET.
  - GROUND BAR MOUNTED 18" AFF. COORDINATE EXACT LOCATION WITH OWNER. RE: ONE-LINE DIAGRAM AND GROUND BAR DETAIL "B", SHEET E5.01.
  - TELEPHONE TERMINAL BOARD "TTBP". PROVIDE 4'X8'X 3/4" FIRE RETARDANT PLYWOOD PAINTED WITH FIRE RETARDANT PAINT.
  - (3) 4" PVC CONDUITS ROUTED 36" BFG FOR COMMUNICATIONS CABLEING. STUB CONDUITS UP 4" AFF AT TELEPHONE TERMINAL BOARD "TTBP". RE: SHEET E1-01 FOR CONTINUATION.
  - SPLIT DUPLEX RECEPTACLE (TOP HALF SWITCHED) AND COUNTER MOUNTED SWITCH FOR IN-SINK GARBAGE DISPOSAL AND DISHWASHER. RECEPTACLE MOUNTED BELOW COUNTER. COORDINATE SWITCH AND RECEPTACLE MOUNTING HEIGHTS AND LOCATIONS WITH MILLWORK.
  - RECEPTACLE FOR PLUMBING FIXTURE. MOUNT BEHIND EQUIPMENT SHROUD. COORDINATE WITH EQUIPMENT INSTALLER. DO NOT MOUNT LOWER THAN 20" TO BOTTOM OF BOX.
  - PROVIDE JUNCTION BOX FOR AUTOMATIC TOILET/URINAL FLUSH VALVE. COORDINATE EXACT LOCATION WITH PLUMBER.
  - FLUSH VALVE LOW VOLTAGE TRANSFORMER MOUNTED ABOVE CEILING.
  - ALL CONDUIT STUB-UPS IN THE HAZARDOUS AREA SHALL COMPLY WITH NEC REQUIREMENTS. PROVIDE PVC COATED RGSC CONDUIT STUBBED AT LEAST 19" AFF SO THERE ARE NO FITTINGS WITHIN THE HAZARDOUS AREA.
  - NEMA 6-50R RECEPTACLE.
  - 2 #6, 1 #10GND., 3/4" C.
  - RECEPTACLE FOR AIR-DRYER ACD-P-01. COORDINATE EXACT MOUNTING LOCATION WITH MECHANICAL.
  - DATA OUTLET FOR TIMECLOCK. COORDINATE EXACT MOUNTING HEIGHT AND LOCATION WITH OWNER.



**OWNER**  
CITY OF NORMAN, OKLAHOMA  
201 A WEST GRAY STREET  
NORMAN, OKLAHOMA 73069  
(405) 366-5406  
www.NormanOK.gov

**ARCHITECT**  
GSB, INC.  
3555 NW 58th Street, Suite 700W  
Oklahoma City, OK 73112  
(405) 848-9549  
www.gsb-inc.com

**CIVIL ENGINEER**  
JOHNSON & ASSOCIATES  
1 EAST SHERIDAN AVE. - STE. 200  
OKLAHOMA CITY, OKLAHOMA 73104  
(405) 235-8075  
www.jaoc.com

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www.sgmfp.com

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NORMAN, OKLAHOMA 73071  
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www.haencc.com

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PLANNING DESIGN GROUP  
5314 SOUTH YALE AVE. - STE. 510  
TULSA, OKLAHOMA 74135  
(918) 628-1255  
www.planningdesigngroup.com

**CITY OF NORMAN**  
NORTH BASE COMPLEX - PHASE 1  
1310-1380 DA VINCI STREET  
NORMAN, OK

**gsb** 3555 NW 58th Street  
Suite 700W  
Oklahoma City, OK 73112  
T: 405.848.9549  
F: 405.848.9783  
www.gsb-inc.com

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REVISIONS		
NO.	DATE	DESCRIPTION
09/18/20	ADD.	NO. 2
07/23/21	FORKLIFT & TIMECLOCKS	

GSB PROJECT NO.  
191650

DRAWING TITLE  
POWER PLAN - PARKS  
MAINTENANCE

DATE  
08/28/2020

DRAWING NO.  
E3-02

**HAE** Homer Associates Engineers, Inc.  
200 Commerce St., Norman, OK 73071  
Certificate of Authorization No. CA 3320, Expires 03/30/2021  
info@hae.com Ph (405) 801-2528 Fax (405) 801-2329  
COPYRIGHT © 2020 HOMER ASSOCIATES ENGINEERS, INC. ALL RIGHTS RESERVED



# REVISION 8

## DSE Bidding and Estimating Form

Job: north base

Page # 7

Area: parks revision #8

Enter E, C or W in Unit

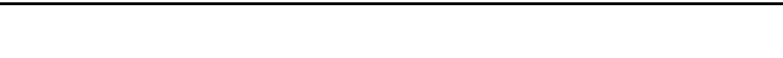
Item	Qty	Unit	Description	Labor Hours	Ext	Material	Ext	Open	Ext
1			added 2 tv/power rough in boxes						
2									
3	2	e	hubell tv/power boxes			215.00	430.00		
4	2	e	10' sticks of 3/4" emt			12.50	25.00		
5	2	e	2 hours labor 1 man	1	2.00				
6									
7									
8									
9									
10									
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22									
23									
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25									
26									
27									
28									
29									
30									
31									
32									
Totals				1	2.00		455.00		0.00

Labor Hour Rate 60  
 Tax Rate  
 Profit 15.00%

Total Labor 120  
 Total Material 523  
 Total Opening 0  
**Total 643**

Total Page 7







## PROPOSED CHANGE ORDER SUMMARY

**SUBCONTRACTOR WORK or**

**X CONSTRUCTION MANAGER SELF PERFORMED WORK**

**Subcontractor Name (if applicable):**

**Oakridge Builders a Division of Flintco, LLC**

## THE CITY OF NORMAN

Project Name/ #: Norman North Base - Phase 1 - Alternate

CE No: #003

CE Title: Additional Blocking for TVs

CE Date: 9/13/2021

[illegible]

# REVISION 9





Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008  
Phone: 405 787 5888 ext202

Project: 7080 - North Base Fleet Contract

## Prime Contract Potential Change Order #005: CE #005 - Revision 9 additiona

TO:	Flintco	FROM:	Orcutt Mechanical Contractors 6200 NW 39th Expressway Oklahoma City, Oklahoma 73008
PCO NUMBER/REVISION:	005 / 0	CONTRACT:	1 - North Base Fleet Contract Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matthew Weber (Orcutt Mechanical Contractors)
STATUS:	Pending - In Review	CREATED DATE:	8/30/2021
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$2,981.00

POTENTIAL CHANGE ORDER TITLE: CE #005 - Revision 9 additiona

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #005 - Revision 9 additional floor drain

Addition of floor drain for ice maker per revised drawings. All concrete cutting removal and replacement by others.

ATTACHMENTS:

[Orcutt CO Form Revision 9.xlsx](#)

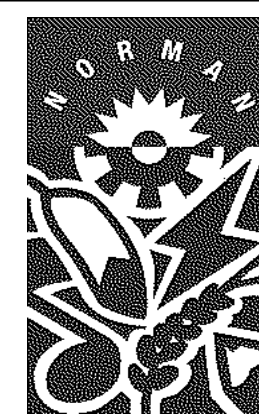
Flintco

Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



OWNER  
CITY OF NORMAN, OKLAHOMA  
201 A WEST GRAY STREET  
NORMAN, OKLAHOMA 73069  
(405) 366-5406  
www.NormanOK.gov

ARCHITECT  
GSB, INC.  
3555 NW 58th Street, Suite 700W  
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NORMAN, OK

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F: 405.848.9783  
www.gsb-inc.com

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#### REVISIONS

NO.	DATE	DESCRIPTION
1	9-10-2020	ADD #1
9	8-27-2021	REVISION #9

GSB PROJECT NO.  
191650

DRAWING TITLE  
PARKS MAINTENANCE  
BUILDING ABOVEFLOOR  
PLUMBING PLAN

DATE  
AUGUST 28, 2020

DRAWING NO.

M2-21

#### GENERAL STORM SHELTER NOTES:

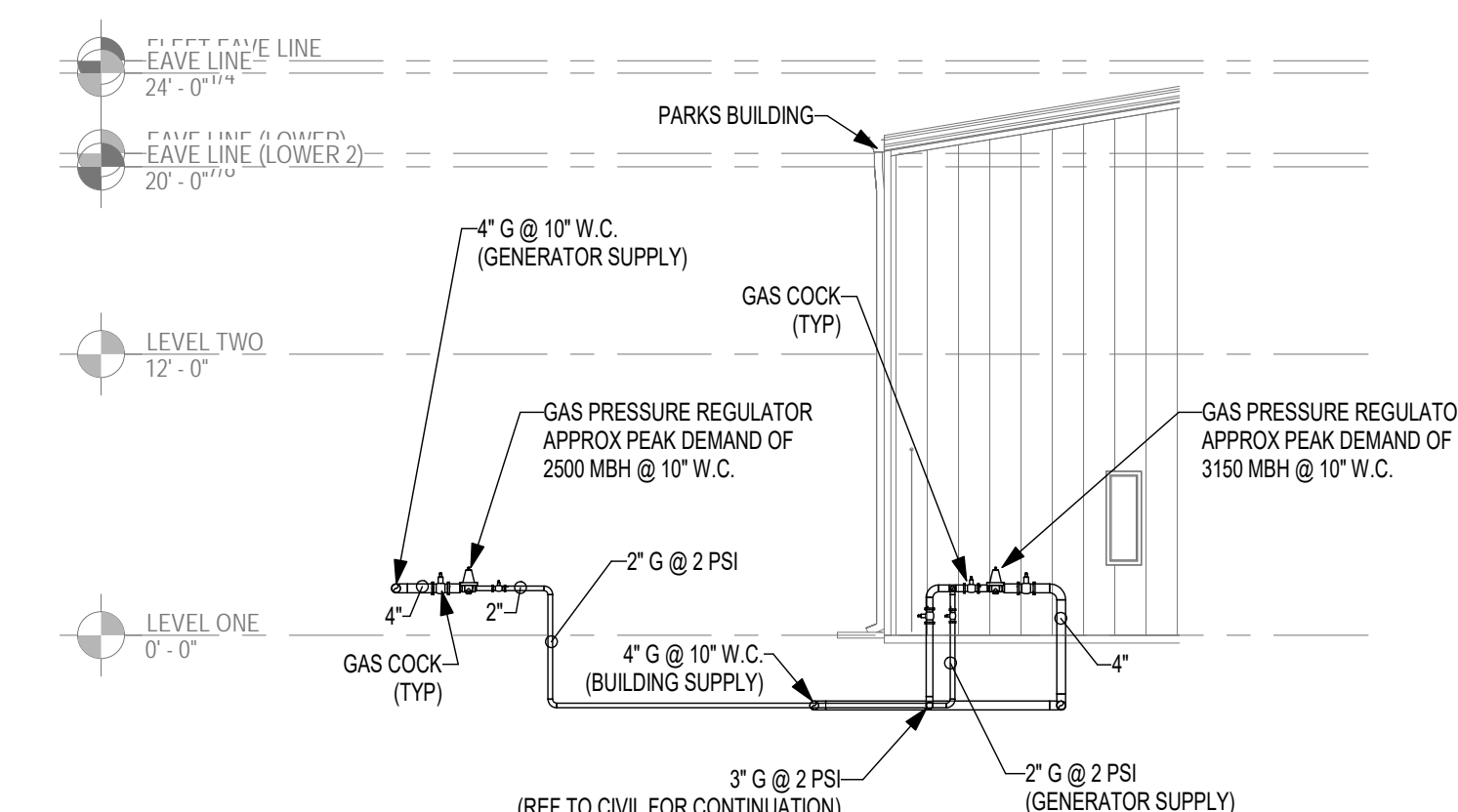
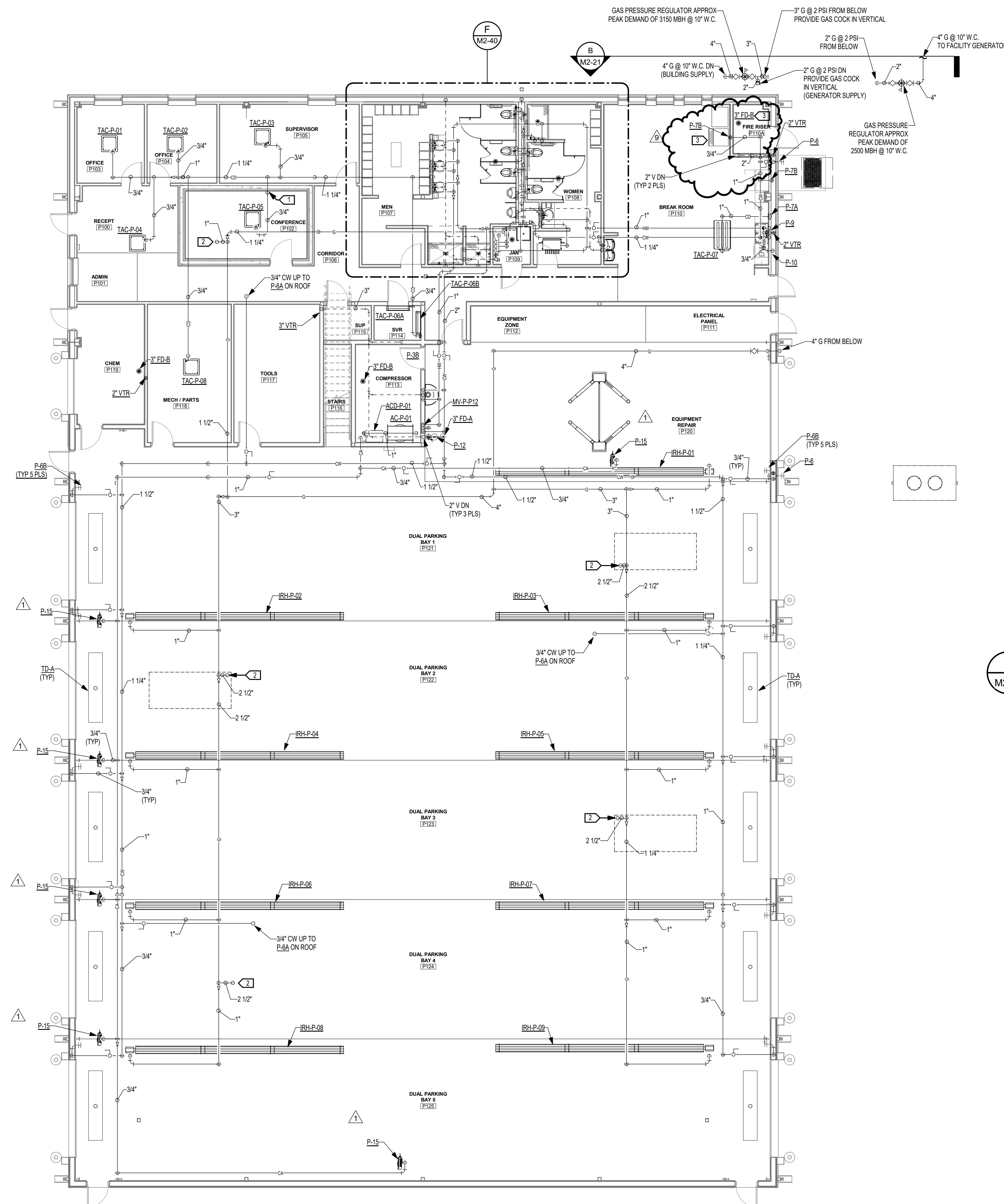
- ANY PENETRATION EXCEEDING 3 1/2" SQUARE INCHES OR 2 1/8" DIAMETER INTO OR OUT OF STORM SHELTERS SHALL BE PROVIDED WITH FEMA AND ICC-500 APPROVED REINFORCING. REF: STRUCTURAL
- ANY PENETRATION OF STORM SHELTER WALLS SHALL HAVE A MINIMUM 2 HR FIRE RATING MAINTAINED.

#### CNG BAY NOTES:

- ALL PLUMBING FIXTURES LOCATED IN ROOMS P120, P121, P122, P123, P124, AND P125 SHALL HAVE ELECTRICAL ROUGH-IN MINIMUM OF 20" AFF.

#### KEYED NOTES:

- PROVIDE FEMA 361/ICC-500 COMPLIANT REINFORCING FOR SAFE ROOM/TORNADO SHELTER PENETRATIONS. REFER TO STRUCTURAL.
- GAS UP TO MAINS THROUGH BASE. TYPICAL ALL ROOFTOP MAU.
- ROUTE ICE MAKER DRAIN TO 2" FDS. PROVIDE IN-DIRECT SECURE CONNECTION.

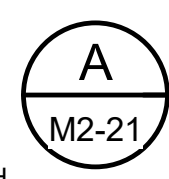


#### ALT #1 PARKS BUILDING AND GENERATOR GAS ENTRY DETAIL

SCALE: NTS

#### ALT #1 PARKS MAINTENANCE BUILDING ABOVEFLOOR PLUMBING PLAN

SCALE: 1/8" = 1'-0"



0 4' 8' 16'  
SCALE: 1/8" = 1'-0"



## DSE Bidding and Estimating Form

Page # 8

Job: north base

Area: revision #9 parks

Enter E, C or W in Unit				Labor	Ext	Material	Ext	Open	Ext
Item	Qty	Unit	Description	Hours					
1			added 2 receptacles, and 2 circuits						
2						10.00	20.00		
3	2	e	receptacles			12.50	62.50		
4	5	e	10' sticks of 3/4" conduit			25.00	25.00		
5	1	e	3/4" seal off			0.25	62.50		
6	250	e	50x5 of #12 thhn	1	4.00				
7	4	e	4 hours labor 1 man						
8									
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27									
28									
29									
30									
31									
32									
Totals				1	4.00		170.00		0.00

Labor Hour Rate 60  
 Tax Rate  
 Profit 15.00%

Total Labor 240  
 Total Material 196  
 Total Opening 0  
 Total 436

Total Page 8





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REVISIONS		
NO.	DATE	DESCRIPTION
09/18/20	ADD.	NO. 2
07/23/21	FORKLIFT & TIMECLOCK	
08/20/21	VENDING MACHINES & TVS	

GSB PROJECT NO.  
191650

DRAWING TITLE  
POWER PLAN - PARKS  
MAINTENANCE

DATE  
08/28/2020

DRAWING NO.

E3-02

HAE Homer Associates Engineers, Inc.  
200 East Main St., Norman, OK 73071  
Certificate of Authorization No. CA 3520, Expires 03/30/2021  
info@hae.com Ph (405) 801-2528 Fax (405) 801-2529  
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# GENERAL NOTES:

- ENTIRE INSTALLATION SHALL COMPLY WITH NEC ARTICLE 511 FOR MAJOR REPAIR GARAGE SERVICING GASOLINE AND CNG VEHICLES.
- SERVICE BAYS AND AREAS DIRECTLY COMMUNICATING SHALL BE CLASSIFIED CLASS 1, DIV. 2 FROM FINISHED FLOOR TO 18" AFF. ALL CIRCUITING PASSING THROUGH THE HAZARDOUS AREA SHALL BE UNBROKEN RGSC WITH NO FITTINGS. ALL PANELBOARDS, TRANSFORMERS, AND OTHER ELECTRICAL ENCLOSURES INCLUDING WALL OUTLETS IN THIS AREA SHALL BE MOUNTED NOT LOWER THAN 20" AFF TO BOTTOM OF BOX, OR AS NOTED.
- THE CNG HAZARDOUS AREA REQUIREMENTS AT THE CEILING SHALL BE MET BY USE OF A VENTILATION SYSTEM TO PROVIDE THE REQUIRED AIR CHANGES PER HOUR IN ACCORDANCE WITH NEC TABLE 511.3(D). NO CNG HAZARDOUS AREA SHALL BE REQUIRED AT THE CEILING.
- ANY CONDUIT PASSING THROUGH THE HAZARDOUS AREA MUST MEET THE REQUIREMENTS OF NEC ARTICLE 502.
- OFFICE AREA SHALL BE PROVIDED WITH POSITIVE PRESSURE HVAC AND SHALL NOT BE CLASSIFIED HAZARDOUS.
- PROVIDE DEDICATED NEUTRALS FOR EACH CIRCUIT, UNO.
- POWER CIRCUITS AS SHOWN, DO NOT COMBINE HOMERUNS.
- CONTRACTOR MAY USE "MC" CABLE WITHIN MILLWORK AND AS FUTURE WHIPS ABOVE LAY-IN CEILINGS ONLY. "MC" IS NOT ALLOWED FOR ANY OTHER APPLICATIONS.
- COORDINATE EXACT FLOOR BOX LOCATIONS WITH ARCHITECT.
- 20A, 120V CIRCUITS LONGER THAN 100' SHALL BE #10 AWG.
- CONTRACTOR SHALL ENSURE THAT ALL CODE REQUIRED WORKING SPACE CLEARANCES ARE MAINTAINED.
- CONDUITS ROUTED EXPOSED SHALL BE ROUTED PERPENDICULAR AND PARALLEL TO BUILDING LINES IN A NEAT AND WORKMANLIKE MANNER. PAINT AS REQUIRED BY ARCHITECT.
- PROVIDE 120V GFCI DUPLEX RECEPTACLE AND PIGTAIL CONNECTED TO NEAREST RECEPTACLE CIRCUIT AT EACH P-TRAP PRIMER. RE: MECHANICAL DRAWINGS FOR LOCATIONS.
- RE: CONVERGENT DRAWINGS FOR ACCESS CONTROL & CCTV CONDUITS AND ENCLOSURES TO BE PROVIDED UNDER THIS CONTRACT. THIS CONTRACTOR SHALL PROVIDE ALL CONDUIT AND POWER CIRCUITING REQUIRED BY THOSE DRAWINGS.

## KEYED NOTES:

- WALL MOUNTED TRANSFORMER. RE: DETAIL "A" THIS SHEET.
- GROUND BAR MOUNTED 18" AFF. COORDINATE EXACT LOCATION WITH OWNER. RE: ONE-LINE DIAGRAM AND GROUND BAR DETAIL "B", SHEET E5.01.
- TELEPHONE TERMINAL BOARD "TTBP". PROVIDE 4'X8'X 3/4" FIRE RETARDANT PLYWOOD PAINTED WITH FIRE RETARDANT PAINT.
- (3) 4" PVC CONDUITS ROUTED 36" BFG FOR COMMUNICATIONS CABLING. STUB CONDUITS UP 4" AFF AT TELEPHONE TERMINAL BOARD "TTBP". RE: SHEET E1-01 FOR CONTINUATION.
- SPLIT DUPLEX RECEPTACLE (TOP HALF SWITCHED) AND COUNTER MOUNTED SWITCH FOR IN-SINK GARBAGE DISPOSAL AND DISHWASHER. RECEPTACLE MOUNTED BELOW COUNTER. COORDINATE SWITCH AND RECEPTACLE MOUNTING HEIGHTS AND LOCATIONS WITH MILLWORK.
- RECEPTACLE FOR PLUMBING FIXTURE. MOUNT BEHIND EQUIPMENT SHROUD. COORDINATE WITH EQUIPMENT INSTALLER. DO NOT MOUNT LOWER THAN 20" TO BOTTOM OF BOX.
- PROVIDE JUNCTION BOX FOR AUTOMATIC TOILET/URINAL FLUSH VALVE. COORDINATE EXACT LOCATION WITH PLUMBER.
- FLUSH VALVE LOW VOLTAGE TRANSFORMER MOUNTED ABOVE CEILING.
- ALL CONDUIT STUB-UPS IN THE HAZARDOUS AREA SHALL COMPLY WITH NEC REQUIREMENTS. PROVIDE PVC COATED RGSC CONDUIT STUBBED AT LEAST 19" AFF SO THERE ARE NO FITTINGS WITHIN THE HAZARDOUS AREA.
- NEMA 6-50R RECEPTACLE.
- 2 #6, 1 #10GND. 3/4".
- RECEPTACLE FOR AIR-DRYER ACD-P-01. COORDINATE EXACT MOUNTING LOCATION WITH MECHANICAL.
- DATA OUTLET FOR TIMECLOCK. COORDINATE EXACT MOUNTING HEIGHT AND LOCATION WITH OWNER.

## PARTIAL LEGEND:

- RECESSED MULTI-SERVICE TV BOX WITH DUPLEX RECEPTACLE AND CATV COAX CONNECTOR. STUB 3/4" CONDUIT WITH BUSHED END ABOVE AN ACCESSIBLE CEILING FOR COAX CABLE. COORDINATE EXACT ROUGH-IN LOCATION AND HEIGHT WITH ARCHITECT.
- HUBBELL #NSAV62M/NSAV6C/NSOKP/NSF70W.



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# **ADDITIONAL SECURITY & ACCESS CONTROL**



## DSE Bidding and Estimating Form

Job: north base

Page # 9

Area: rfi 041 parks

Enter E, C or W in Unit

Labor  
Hours

Ext

Material

Ext

Open

Ext

1									
2									
3	13.5	e	10' sticks of 1" emt			22.00	297.00		
4	11.5	e	10' sticks of 1.5" emt			44.00	506.00		
5	16	e	16 hours labor 1 man	1	16.00				
6									
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9	1	e	deduct for drop ceiling			-1,060.00	-1060.00		
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32									
Totals				1	16.00		-257.00		0.00

Labor Hour Rate 60

Tax Rate

Profit 15.00%

Total Labor 960

Total Material -296

Total Opening 0

Total 664

Total Page 9



Flintco LLC (40-000)  
2302 South Prospect  
Oklahoma City, Oklahoma 73129  
Phone: (405) 670-6307

Project: 20136 - City of Norman - North Base Complex Phase 1  
1310-1380 DA Vinci Street  
Norman, Oklahoma 73069

## Additional Security & Access Control Conduit

TO:	Michael Segroves GSB, Inc. 3555 NW 58th Street, Suite 700W Oklahoma City, Oklahoma 73112	FROM:	Zack Blair Flintco, LLC - OKC 2302 S. Prospect Oklahoma City, Oklahoma 73129
DATE INITIATED:	06/04/2021	STATUS:	Open
REFERENCE:		DUE DATE:	06/15/2021
COST IMPACT:	Yes (Unknown)	SCHEDULE IMPACT:	No
LINKED DRAWINGS:		RECEIVED FROM:	Brandon Reed (Don Schimmel & Electric, Inc.)

### COPIES TO:

Carolyn Bennett (GSB, Inc.), Paul D'Andrea (City of Norman), Geoff Evans (Planning Design Group), Phillip Gunderson (Flintco, LLC - OKC), Bill Harrell (ADG), Sarah Hendrickson (ADG), Joseph Hill (City of Norman), Randy Hill (ADG), Cory Rackley (Flintco, LLC - OKC), David Stanton (GSB, Inc.)

### Question from Zack Blair (Flintco, LLC - OKC) at 02:31 PM on 06/04/2021

Reference Electrical, Convergent Drawings, and SK-1

On May 27th, 2021, a coordination meeting was held with FLintco, City of Norman, and Convergent present, with the main topic regarding exposed raceways/cabling in the shop area. In the electrical drawings, general note "N" calls for the electrical contractor to provide all raceways shown on Convergent drawings. The raceways needed for convergent to get their cabling back to the comm room were not shown, and only the conduit required for the door access control was shown in the original Convergent drawings. After talking this through with Convergent, and Paul D'andrea, we all agreed that the access control wiring above dropped ceilings could be eliminated and Convergent's wiring could be free air with J-hooks in those areas, eliminating the need for conduit above ceiling. The intention was to have a wash between eliminating the aforementioned conduit and adding the conduit across the shop/bay areas as shown in Convergent's revised drawings, however, the revised conduit routing exceeds the original quote by approximately \$1500.

Please advise if Flintco should proceed with installing the added conduit per the revised Convergent Drawings at an additional ROM of \$1500.

#### Attachments:

[RFI #041 - SK1.pdf](#)

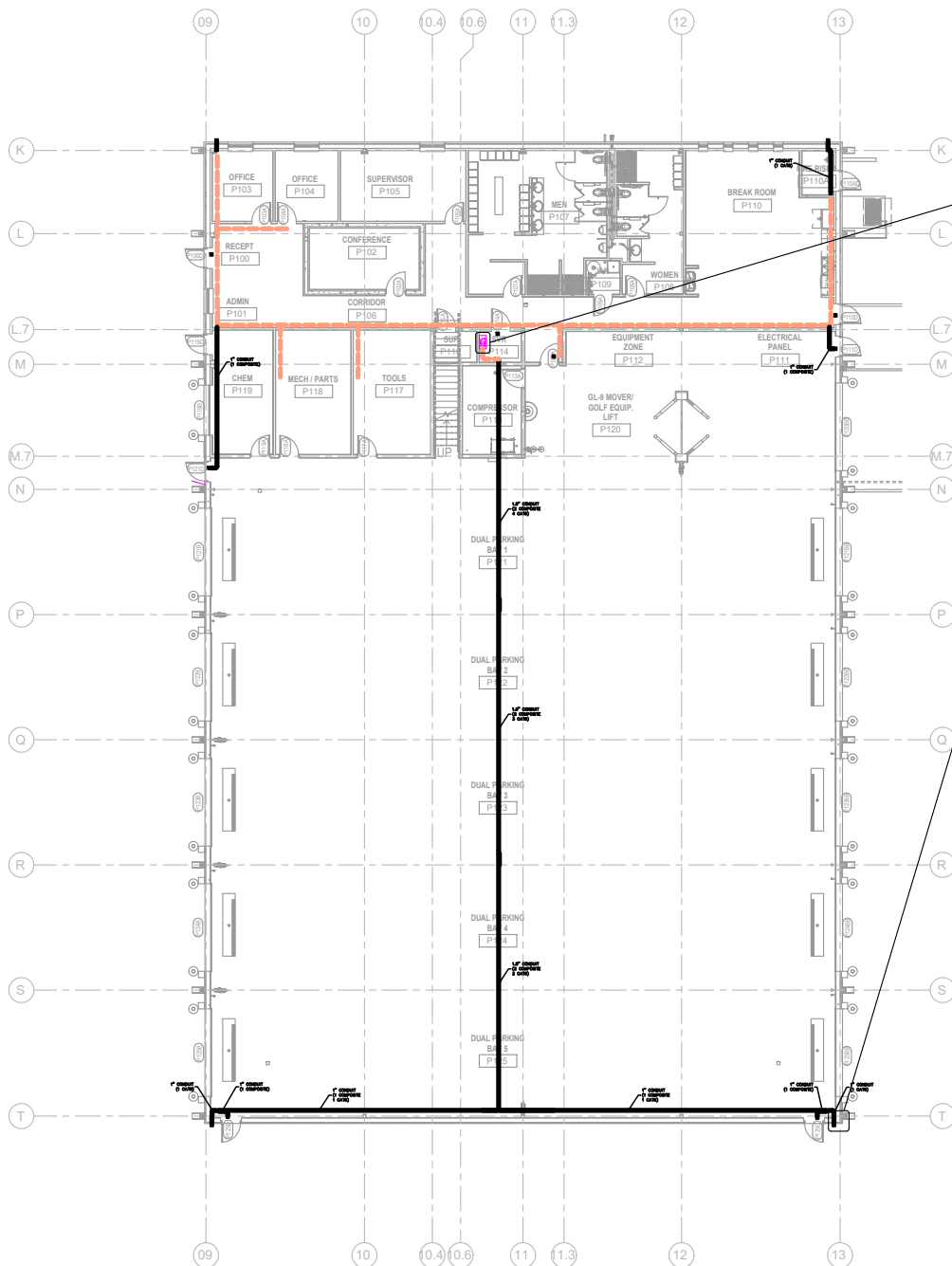
### Official Response

Awaiting an Official Response

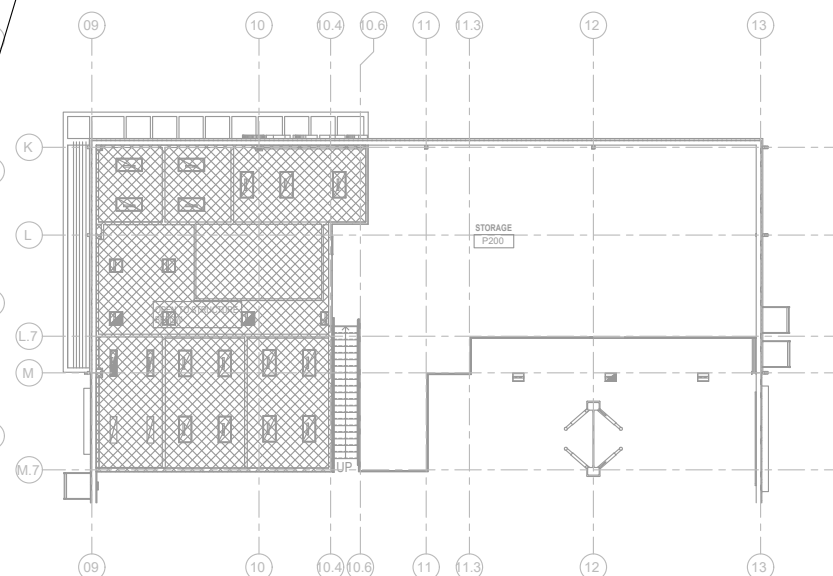
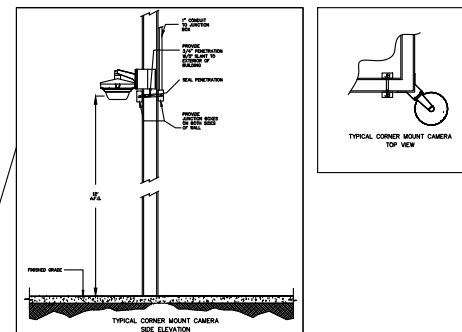
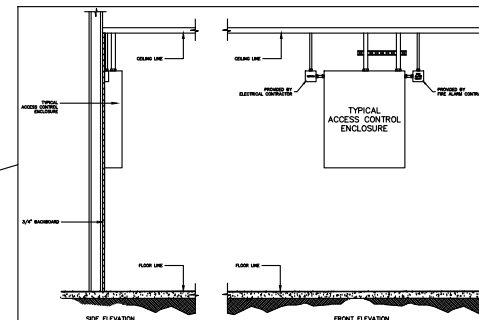
All Replies: [ARCHITECT RESPONSE | JULY 20, 2021:](#)

**FLINTCO MAY PROCEED WITH THE INSTALLATION OF THE ADDED CONDUIT PER THE REVISED CONVERGINT DRAWINGS FOR THE ADD OF \$1,500.**

**MICHAEL SEGROVES, AIA / AICP**  
PROJECT ARCHITECT | GSB, INC. ARCHITECTS & PLANNERS



**FLOOR PLAN - LEVEL ONE - PARKS MAINTENANCE**  
1/8" = 1'-0"



**FLOOR PLAN - LEVEL TWO - PARKS MAINTENANCE**  
1/8" = 1'-0"

ACCESS CONTROL LEGEND	
SYMBOL	DESCRIPTION
[Symbol]	ACCESS CONTROL PANELS
[Symbol]	CARD READER
[Symbol]	REQUEST TO EXIT MOTION SENSOR
[Symbol]	ELECTRIC STRIKE
[Symbol]	DOOR CONTACT
[Symbol]	ELECTRIFIED EXIT DEVICE
[Symbol]	ELECTRIFIED HARDWARE POWER SUPPLY
[Symbol]	ELECTRIFIED LOCKSET
CCTV LEGEND	
SYMBOL	DESCRIPTION
[Symbol]	INDOOR SMP IP FIXED CAMERA
[Symbol]	OUTDOOR SMP IP FIXED CAMERA
[Symbol]	INDOOR/OUTDOOR 20MP MULTISENSOR IP CAMERAS
DEVICES SHOWN IN LEGEND ARE TO BE PROVIDED BY SECURITY CONTRACTOR	
CONDUIT LEGEND	
SYMBOL	DESCRIPTION
[Symbol]	J-HOOKS (SEE ADDENDUM A IF MAX SPACING)
[Symbol]	CONDUIT (SEE FLOOR PLAN NOTES FOR CONDUIT SIZE)

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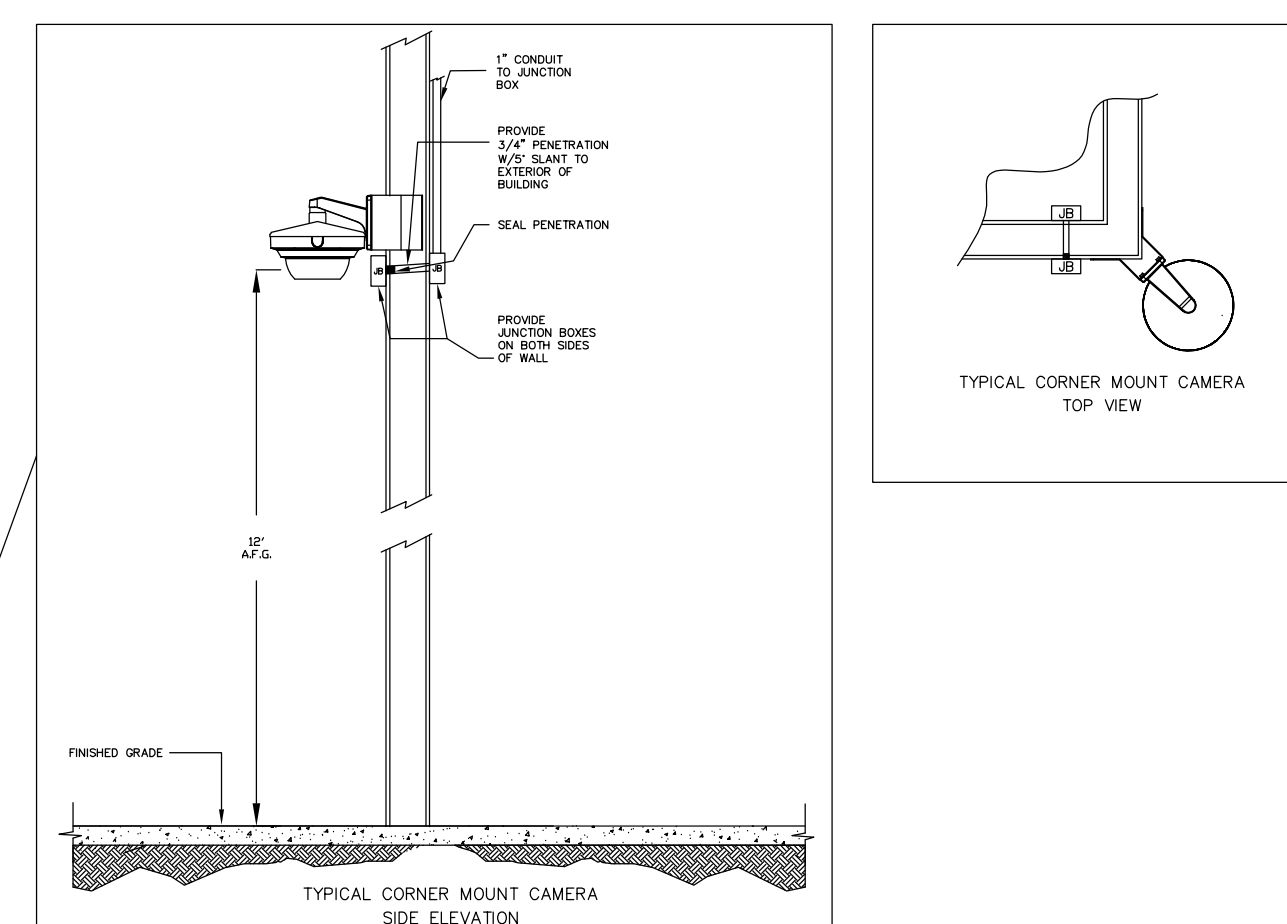
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**NORMAN, OK**

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REVISIONS		
NO.	DATE	DESCRIPTION

GSB PROJECT NO.  
191650

DRAWING TITLE  
FLOOR PLAN - PARKS  
(ADD ALTH1)



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211 WEST GARY STREET  
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[www.oklahomacomm.gov](http://www.oklahomacomm.gov)

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NORMAN, OK

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[illegible]

GSB PROJECT NO  
191650

DRAWING TITLE  
FLOOR PLAN - FL  
MAINTENANCE

DATE X/XX/2020

DRAWING NO.

XX-XX

# **TILE CHANGE FROM 12x24 TO 18x35**



**APEX FLOORING**

RYAN ELDRIDGE

17885 S Sunnyslane Rd

Norman, Ok 73071

Cell (405) 606-9416

ryan@apex-flooring.com

September 2, 2021

**To: Cory Rackley****From: Ryan Eldridge****Project Name: Norman North Base Complex****Sections Included: Ceramic Tiling****Labor and Materials are Included in the Following:**Emser Blue Emotion Dark **18x35** in lieu of specified **12x24** floor tile

Labor.....\$ 1,147.00

Thinset.....\$ 57.00

Leveling Clips.....\$ 357.00

**TOTAL ADD for 18x35 in lieu of specified 12x24.....\$ 1,561.00**

**Note: 1/2 Parks, 1/2 Fleet or \$780.50 each**
**Add On: bonds add 1.5%**

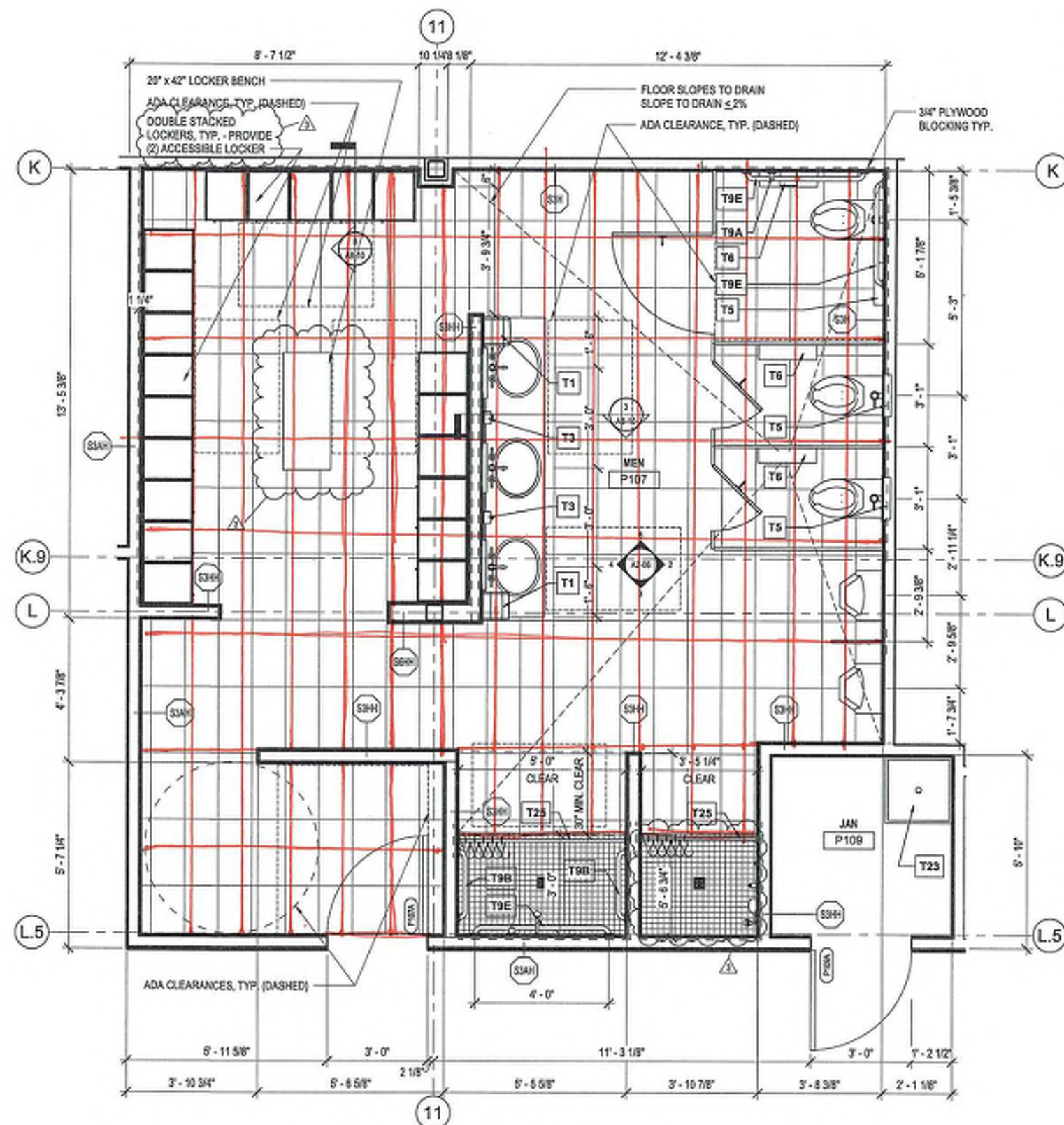
**Bid Exclusions:** Demo, Unforeseen Conditions, Moisture Related Subfloor Failures, cost of any/all subcontract bonds, dumpster, major floor prep, leveling or floating to transitions, furniture moving, final clean, floor protection, hoisting, overtime, mud beds, clean up or any scraping of debris from other trades, cement backer boards, epoxy/stained/sealed concrete.

**\*\*\*Notes:** This proposal includes standard floor prep(1 bag per 1000sf). Standard floor prep is defined as slab blemishes, minor cracks, and nail holes. Any additional bags will result in a change order and must be approved before any work will be performed. A moisture test will be performed on every job prior to installation to determine moisture and PH level of slab. Moisture remediation if required will be considered a change order. All epoxy grout/mortars and cement backer boards are excluded from bids including ceramic tile. All grouts and setting materials are standard unless otherwise noted above. **WARRANTY: 1 year for workmanship only.\*\*\***

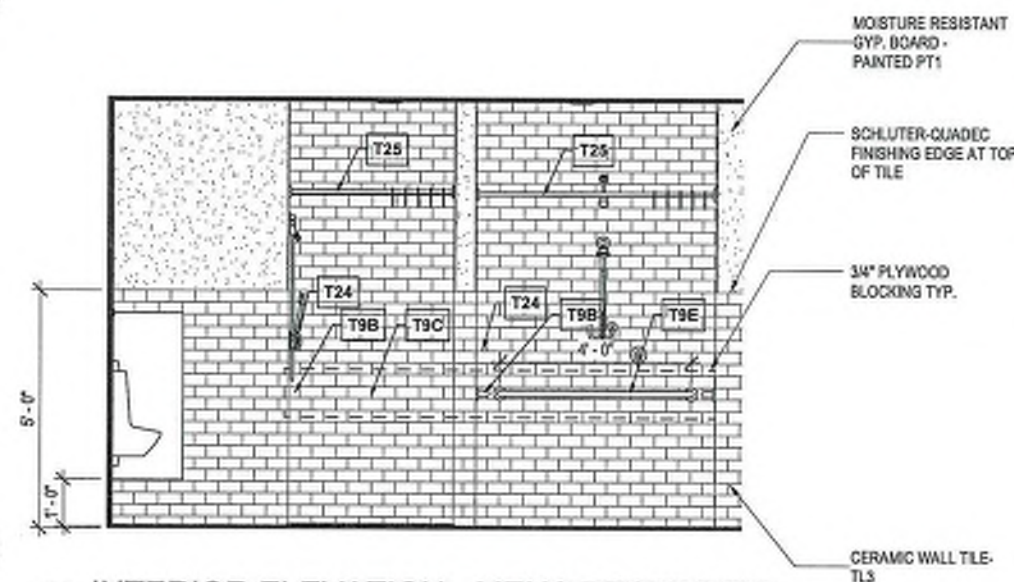


PARKS MAINTENANCE  
P107

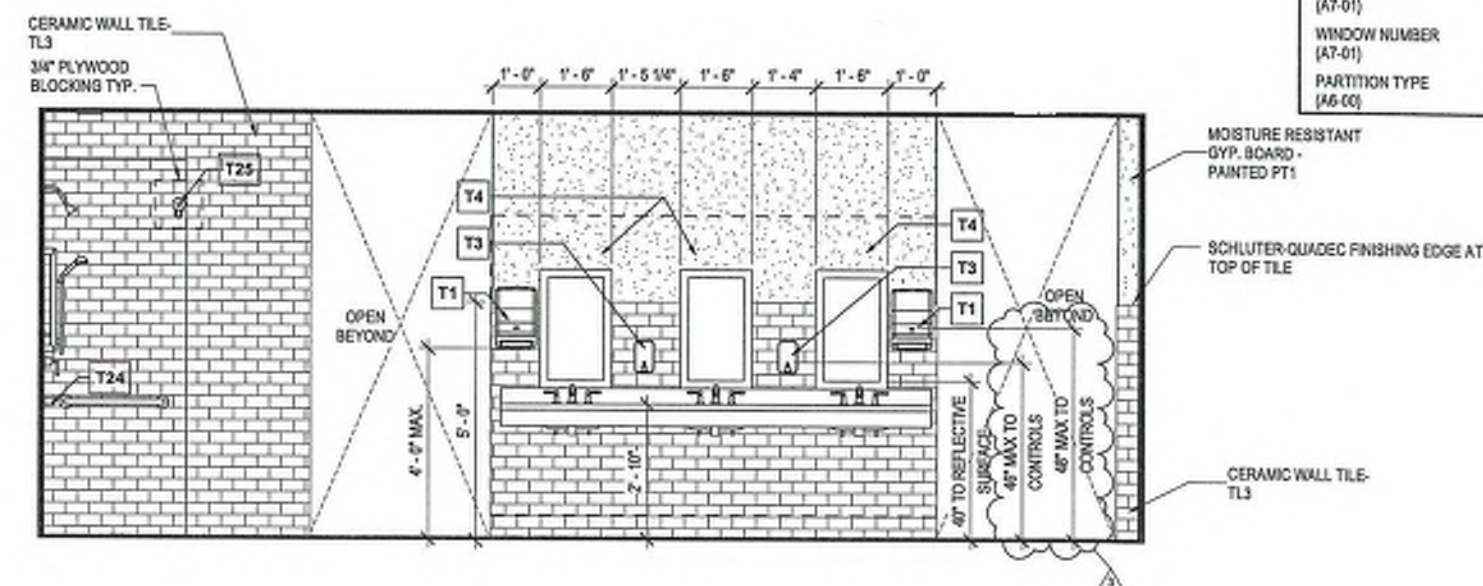
13 x 36



1 ENLARGED FLOOR PLAN - MENS RESTROOM  
1/2" = 1'-0"



3 INTERIOR ELEVATION - MENS RESTROOM  
1/2" = 1'-0"



4 INTERIOR ELEVATION - MENS RESTROOM  
1/2" = 1'-0"

# PARTITION TYPE LEG

BASIC MATERIAL:  
C CONCRETE  
M MASONRY (CMU)  
S STUD

## BASIC SIZE:

0 7/8" FURRING CHANNEL  
1 1/2" STUD  
2 2 1/2" STUD  
3 3 5/8" STUD  
4 4" CONCRETE, MASONRY OR STUD  
5 6" CONCRETE, MASONRY OR STUD  
6 8" CONCRETE, MASONRY OR STUD

## APPLIED LAYERS:

A 1 LAYER 5/8" GYPSUM BOARD  
B 2 LAYERS 5/8" GYPSUM BOARD  
C 1 LAYER 1/2" GYPSUM BOARD  
D 2 LAYERS 1/2" GYPSUM BOARD  
E RESERVED  
F 1 LAYER 5/8" CEMENTITIOUS BACK  
G 1 LAYER 1/2" CEMENTITIOUS BACK  
H 1 LAYER 5/8" MOISTURE RESISTANT  
J 1 LAYER 1/2" MOISTURE RESISTANT  
K SHAFTHALL CONSTRUCTION

## PARTITION TYPE SYMBOL

BASIC MATERIAL  
BASIC SIZE  
APPLIED LAYERS CO  
MODIFYING CONDITION  
S3A.1 1 LETTER = LAYER 0  
2 LETTERS = LAYER

## MODIFYING CONDITIONS:

1. 4" SOUND ATTENUATION BLANKETS  
2. USE 5/8" TYPE "X" GYPSUM BOARD

# FLOOR PLAN LE

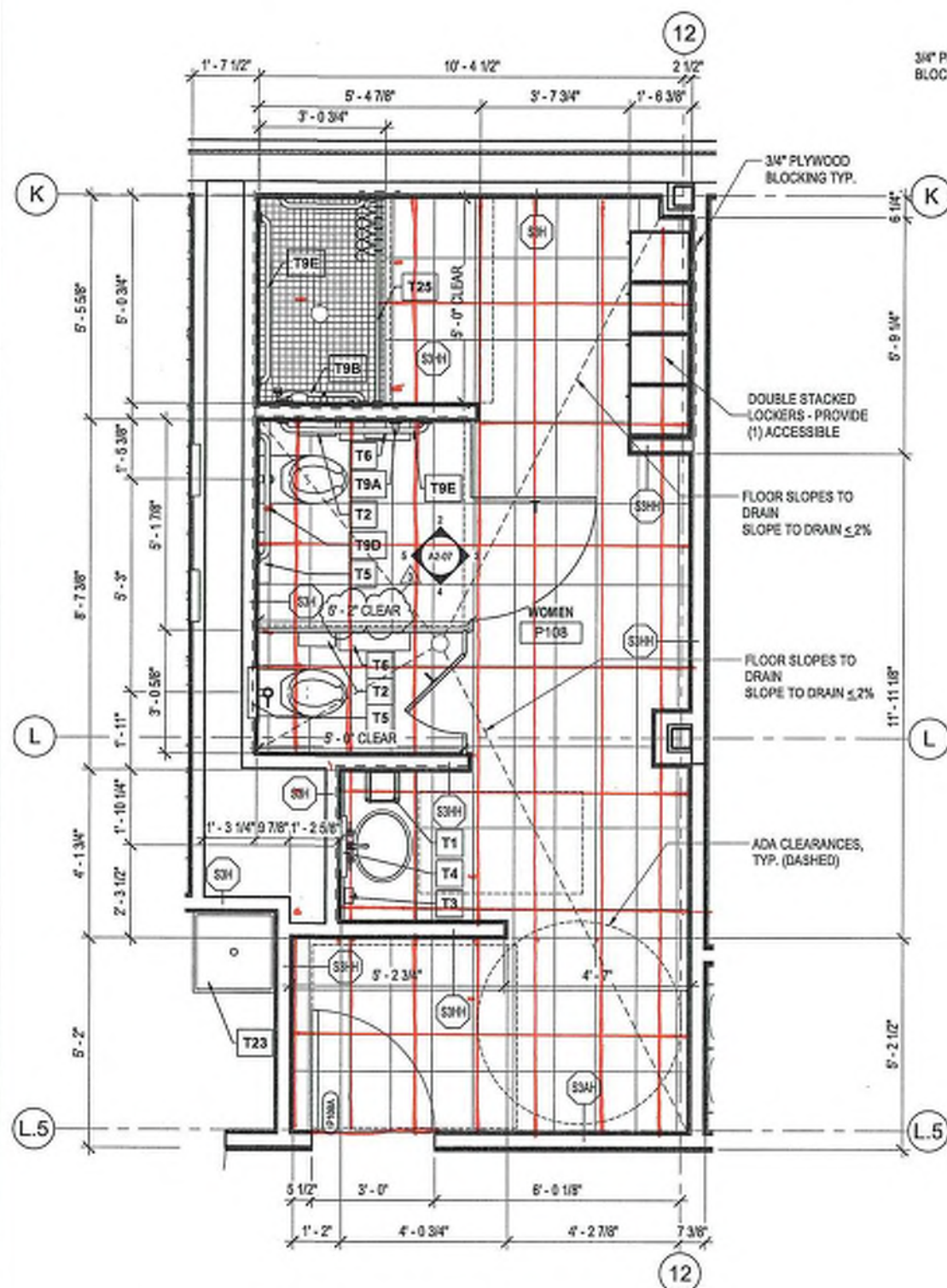
ROOM REFERENCE ROOM NAME  
DOOR NUMBER (A7-01) 101  
WINDOW NUMBER (A7-01) 11  
PARTITION TYPE (A6-00) S8

# TOILET ACCESSORY LEGEN

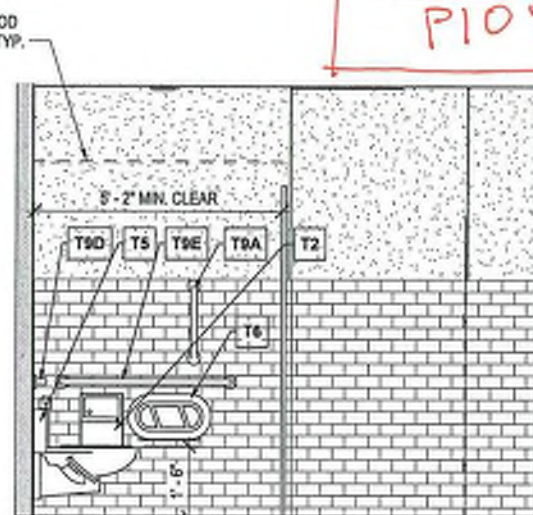
MARK	DESCRIPTION	MANUFACTURE
T1	PAPER TOWEL DISPENSER - SURFACE MOUNTED	TORK USA
T2	SANITARY NAPKIN DISPOSAL	BOBRICK
T3	SOAP DISPENSER	DEB STOKO
T4	VINITY MIRROR	BOBRICK
T5	SEAT COVER DISPENSER - RECESSED	BOBRICK
T6	TOILET PAPER DISPENSER - SURFACE MOUNTED	TORK
T9	ACCESSIBLE GRAB BAR 12"	BOBRICK
T9A	ACCESSIBLE GRAB BAR 18"	BOBRICK



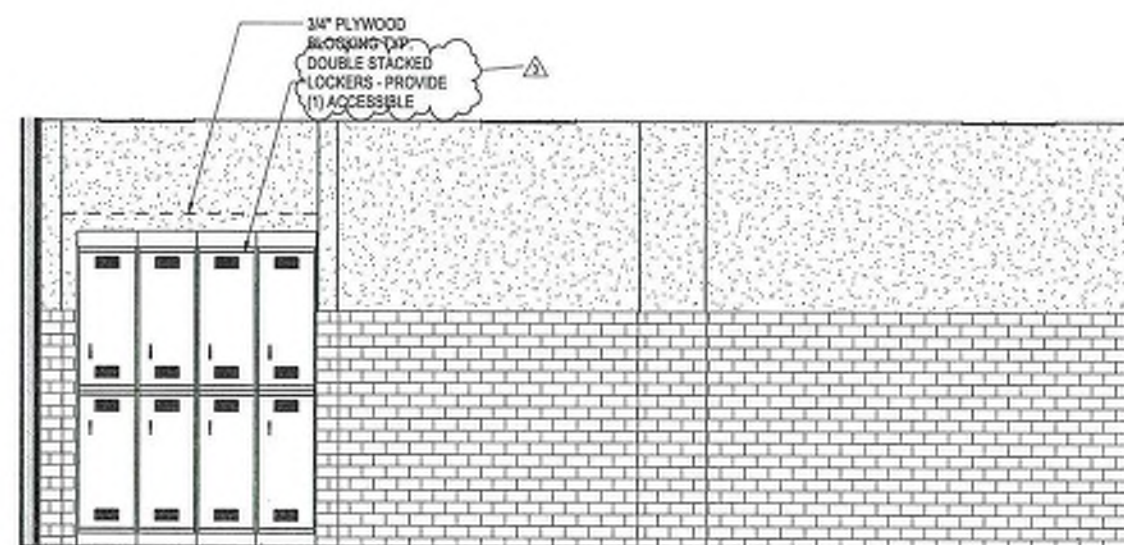
PARK MAINTENANCE  
P108



1 ENLARGED FLOOR PLAN - WOMENS  
1/2" = 1'-0"



2 INTERIOR ELEVATION - WOMEN'S RESTROOM  
1/2" = 1'-0"



3 INTERIOR ELEVATION - WOMEN'S RESTROOM  
1/2" = 1'-0"

MARK	DESCRIPTION	MANUFACTURER	MODEL
T1	PAPER TOWEL DISPENSER - SURFACE MOUNTED	TORK USA	5510202
T2	SANITARY NAPKIN DISPOSAL	BOBRICK	B-270
T3	SOAP DISPENSER	DEB STOKO	WRM11.DS
T4	VANITY MIRROR	BOBRICK	B-290
T5	SEAT COVER DISPENSER - RECESSED	BOBRICK	B-221
T6	TOILET PAPER DISPENSER - SURFACE MOUNTED	TORK USA	5555200
T7	ACCESSIBLE GRAB BAR 12"	BOBRICK	B-6806.99
T8A	ACCESSIBLE GRAB BAR 18"	BOBRICK	B-6806.99
T8B	ACCESSIBLE GRAB BAR 24"	BOBRICK	B-6806.99
T8C	ACCESSIBLE GRAB BAR 36"	BOBRICK	B-6806.99
T8D	ACCESSIBLE GRAB BAR 42"	BOBRICK	B-6806.99
T8E	ACCESSIBLE GRAB BAR 48"	BOBRICK	B-6806.99
T16	MOPIBROOM HOLDER	BOBRICK	B-224 X 38
T19	COAT HOOK	BOBRICK	B-6707.99
T23	MOP SINK		
T24	SOAP DISH		
T25	CURTAIN ROD, SHOWER CURTAIN, CURTAL	BOBRICK	B-6047...

# PARTITION TYPE LEG

BASIC MATERIAL:  
C CONCRETE  
M MASONRY (CMU)  
S STUD

BASIC SIZE:  
0 7/8" FURRING CHANNEL  
1 1 5/8" STUD  
2 2 1/2" STUD  
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6 6" CONCRETE, MASONRY OR STUD  
8 8" CONCRETE, MASONRY OR STUD

APPLIED LAYERS:  
A 1 LAYER 5/8" GYPSUM BOARD  
B 2 LAYERS 5/8" GYPSUM BOARD  
C 1 LAYER 1/2" GYPSUM BOARD  
D 2 LAYERS 1/2" GYPSUM BOARD  
E RESERVED  
F 1 LAYER 5/8" CEMENTITIOUS BACK  
G 1 LAYER 1/2" CEMENTITIOUS BACK  
H 1 LAYER 5/8" MOISTURE RESISTANT  
J 1 LAYER 1/2" MOISTURE RESISTANT  
K SHAFTWALL CONSTRUCTION

PARTITION TYPE SYMBOL  
BASIC MATERIAL  
BASIC SIZE  
APPLIED LAYERS CC  
MODIFYING CONDITION  
S3A.1 1 LETTER = LAYER C  
2 LETTERS = LAYER

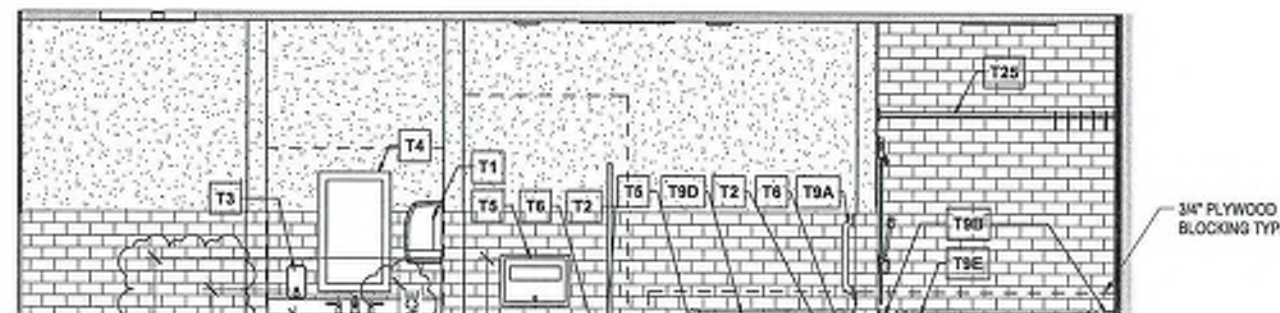
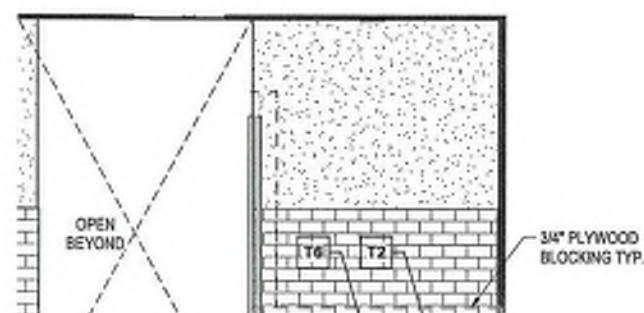
MODIFYING CONDITIONS:  
1. 4" SOUND ATTENUATION BLANKETS  
2. USE 5/8" TYPE "X" GYPSUM BOARD

# FLOOR PLAN LE

ROOM REFERENCE ROOM NAME  
101  
DOOR NUMBER (A7-01)  
WINDOW NUMBER (A7-01)  
PARTITION TYPE (A6-06)

# MATERIAL ABBREVIATIONS

ACT - ACOUSTICAL CEILING TILES  
EP - EPOXY  
FRP - FIBERGLASS REINFORCED PLASTIC  
GL - GLASS  
LAM - LAMINATE  
LVT - LUXURY VINYL TILE  
MT - LINER METAL BUILDING PANEL  
MR - MIRROR  
N/A - NOT APPLICABLE  
OTS - OPEN TO STRUCTURE  
PLY - PLYWOOD DECK  
PT - PAINT  
RB - RESILIENT BASE  
RTR - RESILIENT TREADS / RISERS  
SC - SEALED CONCRETE  
SSC - STAINED & SEALED CONCRETE  
SF - SPECIAL FINISH  
SS - SOLID SURFACE  
TL - TILE





# **ADDITION OF CURBS FOR ROOF HYDRANTS**



Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008  
Phone: 405 787 5888 ext202

Project: 7080 - North Base Fleet Contract

## Prime Contract Potential Change Order #007: CE #008 - Curbs for Roof Hydra

TO:	Flintco	FROM:	Orcutt Mechanical Contractors 6200 NW 39th Expressway Oklahoma City, Oklahoma 73008
PCO NUMBER/REVISION:	007 / 0	CONTRACT:	1 - North Base Fleet Contract Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matthew Weber (Orcutt Mechanical Contractors)
STATUS:	Pending - In Review	CREATED DATE:	9/13/2021
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$3,960.00

POTENTIAL CHANGE ORDER TITLE: CE #008 - Curbs for Roof Hydra

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #008 - Curbs for Roof Hydrants

Fabricate 6 flat roof curbs to hold the roof hydrants. We will assist in mounting these however the persons installing the other curbs will have to cut them in we will spot the curbs. Roofer will have to seal curbs to maintain their warranty. Cost per curb \$600.00 x 6 = \$3,600.00 x 10% OHP = \$3,960.00

ATTACHMENTS:

\$1,980.00 per building (3 on each roof)

Flintco

Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_





Flintco LLC (40-000)  
2302 South Prospect  
Oklahoma City, Oklahoma 73129  
Phone: (405) 670-6307

Project: 20136 - City of Norman - North Base Complex Phase 1  
1310-1380 DA Vinci Street  
Norman, Oklahoma 73069

## Roof Hydrant Mounting Detail

TO:	Michael Segroves GSB, Inc. 3555 NW 58th Street, Suite 700W Oklahoma City, Oklahoma 73112	FROM:	Zack Blair Flintco, LLC - OKC 2302 S. Prospect Oklahoma City, Oklahoma 73129
DATE INITIATED:	08/18/2021	STATUS:	Open
REFERENCE:		DUE DATE:	08/27/2021
COST IMPACT:	Yes (Unknown)	SCHEDULE IMPACT:	TBD
LINKED DRAWINGS:		RECEIVED FROM:	Matt Orcutt (Orcutt Mechanical Contractors, Inc.)

### COPIES TO:

Carolyn Bennett (GSB, Inc.), Paul D'Andrea (City of Norman), Phillip Gunderson (Flintco, LLC - OKC), Bill Harrell (ADG), Randy Hill (ADG), Cory Rackley (Flintco, LLC - OKC), David Stanton (GSB, Inc.), Ethan Treisa (Flintco, LLC - OKC)

### Question from Zack Blair (Flintco, LLC - OKC) at 03:07 PM on 08/18/2021

Reference attached SK1 which includes the roof hydrant product data and the plumbing fixture schedule from sheet M5-02  
P6A Roof Hydrant - The plumbing fixture schedule on sheet M5-02 notes for the roof hydrant to be mounted as indicated on detail, however no detail has been provided. The hydrant that is specified and submitted and approved is made for a roof with a slope less than 2 degrees, which our roof exceeds.

Flintco proposes to make a curb for each hydrant (6 total). The curb would essentially be a false curb that creates a flat surface to mount the hydrant.

1) Please provide a detail if the curb option is acceptable, including finish requirements.

### Attachments:

[RFI #054-SK1.pdf](#)

### Official Response

Awaiting an Official Response

### All Replies:

#### ACI Response:

Detail was left off sheet in error. Please refer to attached page.

Proposed solution is acceptable. Detail 1 is for the roof hydrant. Detail 2 is for the roof curb, with a hydrant as the piece of equipment to be installed on the curb.

Isaac Marrone 8-19-21

# Plumbing Fixture Schedule


MARK	FIXTURE	MANUFACTURER MODEL	SIZE/MOUNT	ROUGH-IN SCHEDULE					ELECTRICAL CONNECTION	FITTINGS & REMARKS
				CW	HW	WASTE	VENT	AIR		
P-1	WATER CLOSET	KOHLER K-4325	WALL HUNG	1"	-	4"	2"	-	Y	PROVIDE PROFLO PFTSCOFH2000WH HEAVY DUTY COMMERCIAL SEAT, SLOAN 111 SFSM-1.6 GPF-HW FLUSH VALVE, EL-451 HARDWIRED TRANSFORMER, AND FLOOR MOUNTED FIXTURE CARRIER.
P-1A	WATER CLOSET ADA	KOHLER K-4325	WALL HUNG 18" HIGH	1"	-	4"	2"	-	Y	PROVIDE PROFLO PFTSCOFH2000WH HEAVY DUTY COMMERCIAL SEAT, SLOAN 111 SFSM-1.6 GPF-HW FLUSH VALVE, EL-451 HARDWIRED TRANSFORMER, AND FLOOR MOUNTED FIXTURE CARRIER.
P-2	URINAL	KOHLER K-4991-ET	WALL HUNG	3/4"	-	2"	1 1/2"	-	Y	PROVIDE SLOAN 186 SFSM-0.25 GPF-HW FLUSH VALVE, EL-451 HARDWIRED TRANSFORMER, AND FLOOR MOUNTED FIXTURE CARRIER.
P-2A	URINAL ADA	KOHLER K-4991-ET	WALL HUNG	3/4"	-	2"	1 1/2"	-	Y	PROVIDE SLOAN 186 SFSM-0.25 GPF-HW FLUSH VALVE, EL-451 HARDWIRED TRANSFORMER, AND FLOOR MOUNTED FIXTURE CARRIER.
P-3	LAVATORY ADA	KOHLER K-2005	WALL HUNG	1/2"	1/2"	1 1/2"	1 1/2"	-	-	KOHLER K-7404-SA FAUCET WITH BLADE HANDLES, SUPPLY STOPS, SUPPLY LINES, K-7129 GRID STRAINER W/ OFFSET P-TRAP, ACORN MODEL S770 ASSE 1070 MIXING VALVE, FLOOR MOUNTED CARRIER, AND TRUEBRO LAV SHIELD. MOUNT AT ADA HEIGHT.
P-3A	LAVATORY ADA	KOHLER K-2196	20"x17" COUNTER	1/2"	1/2"	1 1/2"	1 1/2"	-	-	KOHLER K-7404-SA FAUCET WITH BLADE HANDLES, SUPPLY STOPS, SUPPLY LINES, K-7129 GRID STRAINER W/ OFFSET P-TRAP, ACORN MODEL S770 ASSE 1070 MIXING VALVE, AND TRUEBRO LAV SHIELD. MOUNT AT ADA HEIGHT.
P-3B	SHOP WASHFOUNTAIN ADA	BRADLEY TDB3103	FLOOR 36" SEMI-CIRCLE	1/2"	1/2"	2"	1 1/2"	-	Y	INFRARED SENSOR ACTIVATED FAUCETS, PROVIDE 110V PLUG IN TRANSFORMER, ALL NECESSARY MOUNTING HARDWARE, ASSE 1070 THERMOSTATIC MIXING VALVE, SUPPLY STOPS, SUPPLY LINES, OFFSET TAILPIECE, & P-TRAP.
P-4B	SERVICE SINK (SQUARE)	FIAT TSB3000	FLOOR 24x24x12	3/4"	3/4"	3"	2"	-	-	T&S BRASS MODEL B-0665-BSTP FAUCET, 832-AA HOSE & BRACKET, 889-CC MOP BRACKET, MSG 2424 STAINLESS STEEL WALL GUARD. PROVIDE CHECK VALVES IN HOT AND COLD WATER LINES ABOVE CEILING PRIOR TO FAUCET.
P-5	BI-LEVEL ADA WATER COOLER / BOTTLE FILLER	ELKAY LVRCORNTLBIWSK	WALL HUNG	1/2"	-	1 1/2"	1 1/2"	-	Y	8.0 GPH @ 50 DEGREE WATER, 120V/1PH, 260 WATTS, 4.0 AMP, VANDAL RESISTANT STAINLESS STEEL CABINET, PROVIDE P-TRAP, SUPPLY STOP, & FLOOR MOUNTED IN WALL CARRIER.
P-6	FREEZE PROOF WALL HYDRANT	WOODFORD B67	WALL	3/4"	-	-	-	-	-	MOUNT AT 30" ABOVE GRADE. PROVIDE TWO TEE KEYS TO OWNER. PROVIDE ISOLATION BALL VALVE ON BRANCH LINE.
P-6A	ROOF HYDRANT	WOODFORD SRH-MS	ROOF	3/4"	-	-	-	-	-	MOUNT AS INDICATED ON DETAIL. PROVIDE ISOLATION BALL VALVE ON BRANCH LINE. PROVIDE DECK CLAMP.
P-6B	SHOP HYDRANT	WOODFORD 24	WALL	3/4"	-	-	-	-	-	MOUNT AT 30" ABOVE FLOOR.
P-7	WASHER BOX	GUY GREY	WALL RECESSED	1/2"	1/2"	2"	1 1/2"	-	-	STAINLESS STEEL BOX AND FACEPLATE - 304 S.S., 1/4 TURN BALL VALVE W/ HAMMER ARRESTORS.

The Woodford, ASSE 1057 listed, SRH Roof Hydrant is intended to provide water, in any weather condition, on roofs for window washing, cleaning of condenser coils, cooling towers, green roofs and other types of roof top equipment. The SRH is backflow protected with a field testable ASSE 1052 double check backflow preventer.


*The SRH does not require a drain line from the valve body located inside the building.*

The SRH-MS with Mounting System allows for installation flexibility. It is not necessary to install hydrant when hydrant support is mounted to the roof. The hydrant support utilizes a 3" diameter opening that allows the hydrant to be installed or easily removed at a later time. All necessary mounting hardware for proper installation on a commercial roof is supplied, including a 2 degree shim for pitch adjustment.

### Hydrant Features:

- ASSE 1057 Listed 
- No Drain Line Required - *With the hose removed, a venturi action draws water out of the internal reservoir and discharges out the backflow preventer.*
- Superior reservoir evacuation times without removing the backflow preventer.
- Variable flow plunger for longer life is not easily damaged and assures proper shut-off.
- Large easy to open lift handle.
- Adjustable link for easy adjustment and positive lever lock tension.
- All hydrant repairs can be made from top without removing hydrant.

### Specifications:

- Hose Connection Backflow Preventer:
  - Model 50H with 3/4" hose connection
  - ASSE 1052 Listed 
  - Field Testable Dual Check holds against 125 psi backflow pressure
- 3/4" NPT female inlet connection.
- 1 1/2" U.S. made galvanized pipe.
- **Maximum Working Pressure:** 100 p.s.i.
- **Maximum Temperature:** 120° F

SRH WARNING	Supply PSI	Run Time
After each use, run hydrant without a hose to ensure proper evacuation.	60	5 seconds
	25	15 seconds

### Mounting System: *(Can be ordered Separately)*

- Cast iron Hydrant Support
- Cast iron Under Deck Flange
  - 4 bolts draw tight against the roof decking and the hydrant support.
  - 3 clamp screws tighten against the hydrant pipe to secure the hydrant's vertical position through the roof.
- Well Seal seals tight between the hydrant support and hydrant pipe.
- EPDM Boot covers well seal and top of hydrant support.
- 2° Shim is supplied, if needed, for installation on pitched roofs.

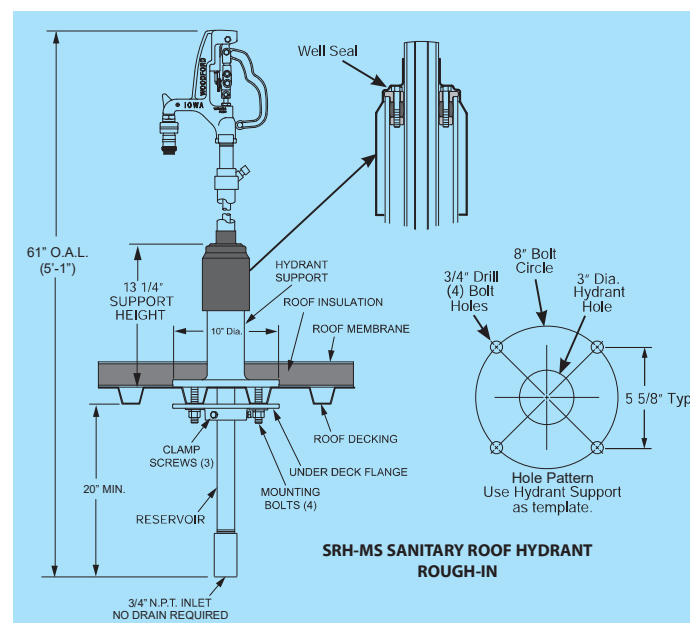
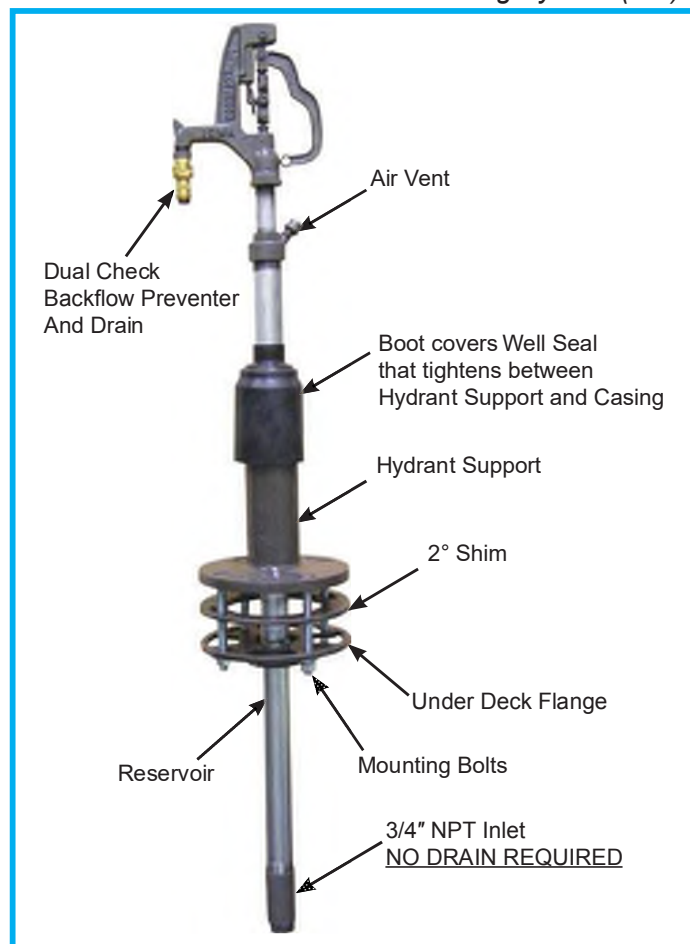
Manufactured under U.S. patent 7,472,718; 7,730,901 and patents pending.

**For Installation / Troubleshooting Instructions go to [www.woodfordmfg.com](http://www.woodfordmfg.com) or call 1-800-621-6032**



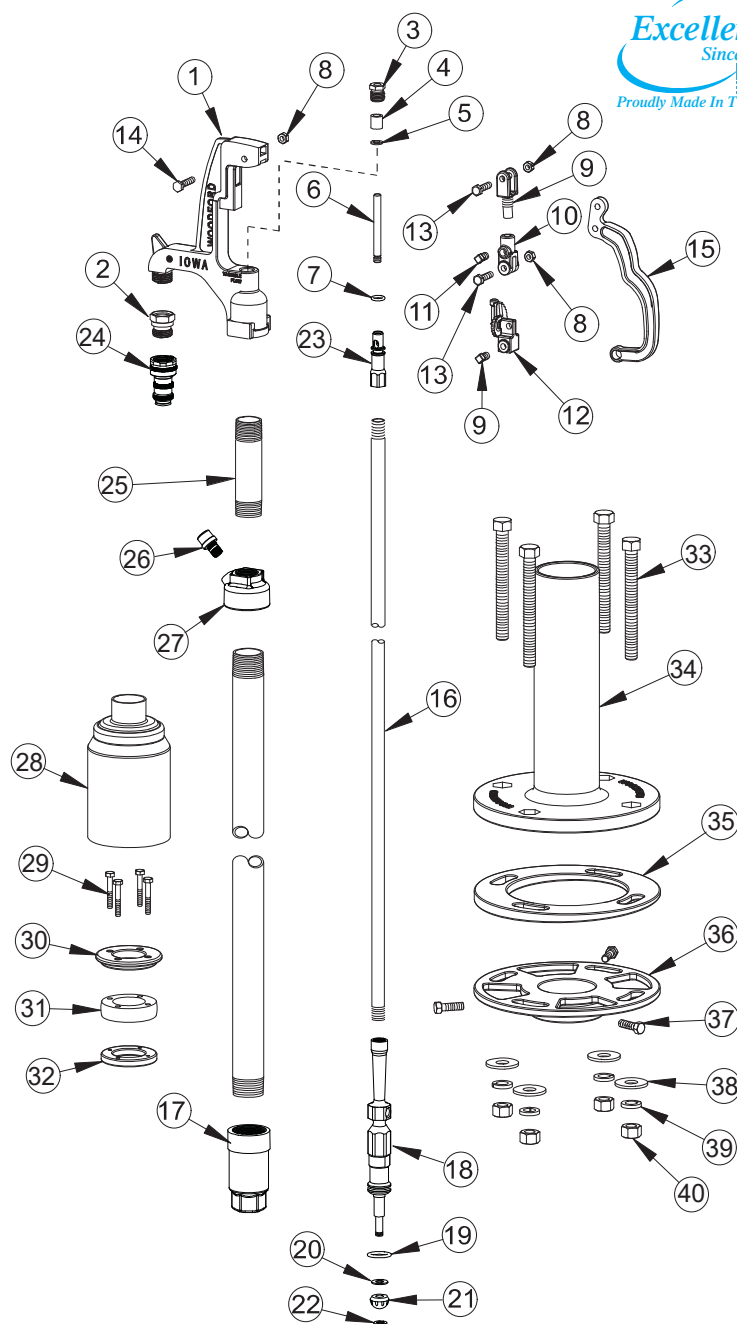
# Freezeless Sanitary Roof Hydrant No Drain Line Required! Model SRH-MS

*Can be ordered with or without Mounting System (MS).*



### MODEL SRH-MS PARTS LIST

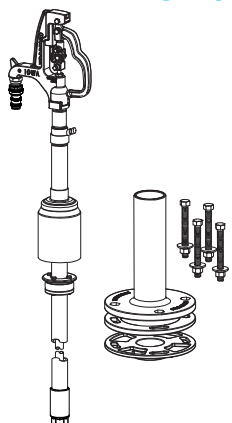
ITEM	PART#	DESCRIPTION
	15126	SRH Head Assembly (Includes Items 1-15, 23 & 24)
1	10632	SRH Head
2	10004	3/4" Brass Hose Nozzle
3	10100	Packing Nut
4	10101	Packing
5	10102	Packing Support Washer
6	15121	Brass Rod Stem
7	10117	O-Ring - 206
8	10206	Hex Nut (3)
9	10614	RH Upper Link
10	15242	RH Lower Link (Includes Item 11)
11	10019	Set Screw (2)
12	15243	RH Cam & Clevis Assembly
13	10020	Link Bolt (2)
14	10021	Lever Bolt
15	10613	RH Lever
16	10024	Operating Pipe
17	15122	Valve Body (3/4" NPT Inlet)
18	15123	Venturi Assembly
19	10118	Valve Body O-Ring
20	50027	Support Washer
21	51013	Ball Valve Rubber
22	50028	Round Brass Nut
23	10116	Sealing Head Coupling
24	50H-BR	50H Backflow Preventer
25	15120	Upper Pipe Assembly
26	15124	SRH Vent Assembly
27	15125	SRH Casing Cover
28	10608	RH Boot, EPDM
29	10625	Bolt, Allen Head 1/4-20 X 1 3/4" (4)
30	10626	Well Seal-1 1/2", Top
31	10119	Well Seal-1 1/2", EPDM
32	10627	Well Seal-1 1/2", Bottom
33	10584	Bolt, Hex Head 5/8-11 X 6" (4)
34	10579	Hydrant Support, Casting
35	10581	2° Shim, Casting
36	10580	Under Deck Flange
37	10607	Screw, Clamp 3/8-16 Hex Head X 1 3/4" (3)
38	10604	Washer, Plain 5/8 (4)
39	10605	Washer, Lock 5/8 (4)
40	10585	Nut, Hex 5/8-11 UNC (4)
	RK-SRH	Repair Kit (Includes items 3-7, 19-22)
	RK-RHL	Repair Kit (Includes items 8-15)



**When ordering, specify SRH part number option listed below.**

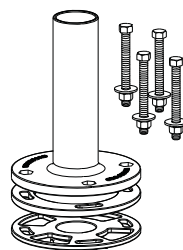
**Part# SRH-MS** Consists of the complete Roof Hydrant system:  
**Qty. 1 SRH** Hydrant shipped in 1 carton.  
**Qty. 1 RH-MS** Mounting System shipped in 1 carton.

Total Shipping Wt.  
 2 cartons: 50 lbs



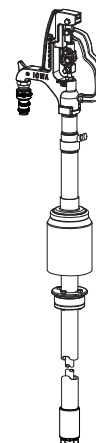
**Part# RH-MS** Carton contents consists of:  
 Mounting System/  
 Rough-In Components  
 (Parts 33-40 above)  
 • Hydrant Support  
 • 2° Shim,  
 • Under Deck Flange  
 • Mounting Bolts, Nuts,  
 Washers.

Shipped in 1 Carton.  
 Shipping Wt. - 30 lbs



**Part# SRH** Carton contents consists of:  
 • Hydrant Assembly  
 (Parts 1-32 above)  
 • Well Seal  
 (Parts 28-32 above)  
 • Boot (Part 28 above)

Shipped in 1 Carton.  
 Shipping Wt. - 20 lbs



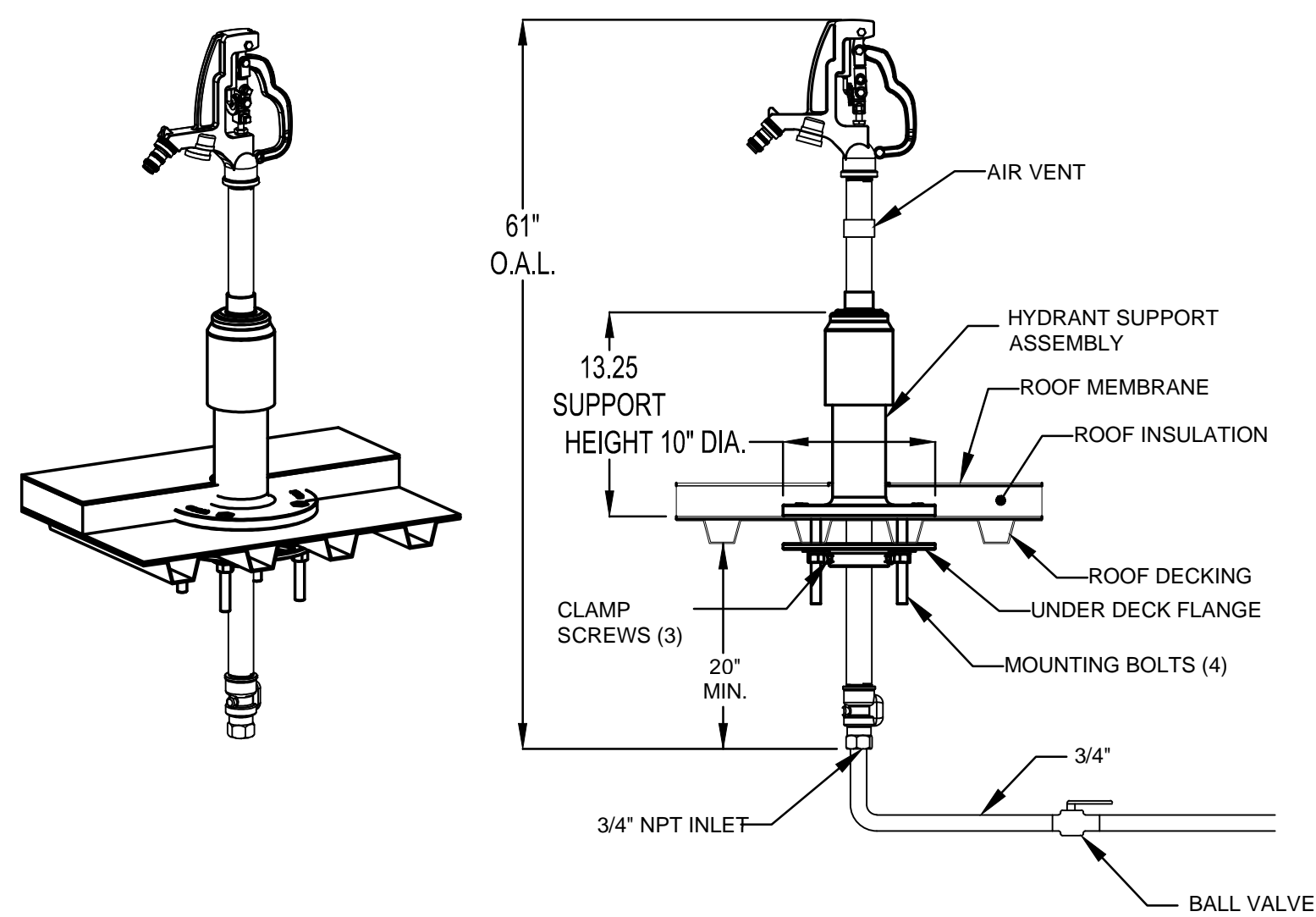
For more information contact...

## WOODFORD MANUFACTURING COMPANY

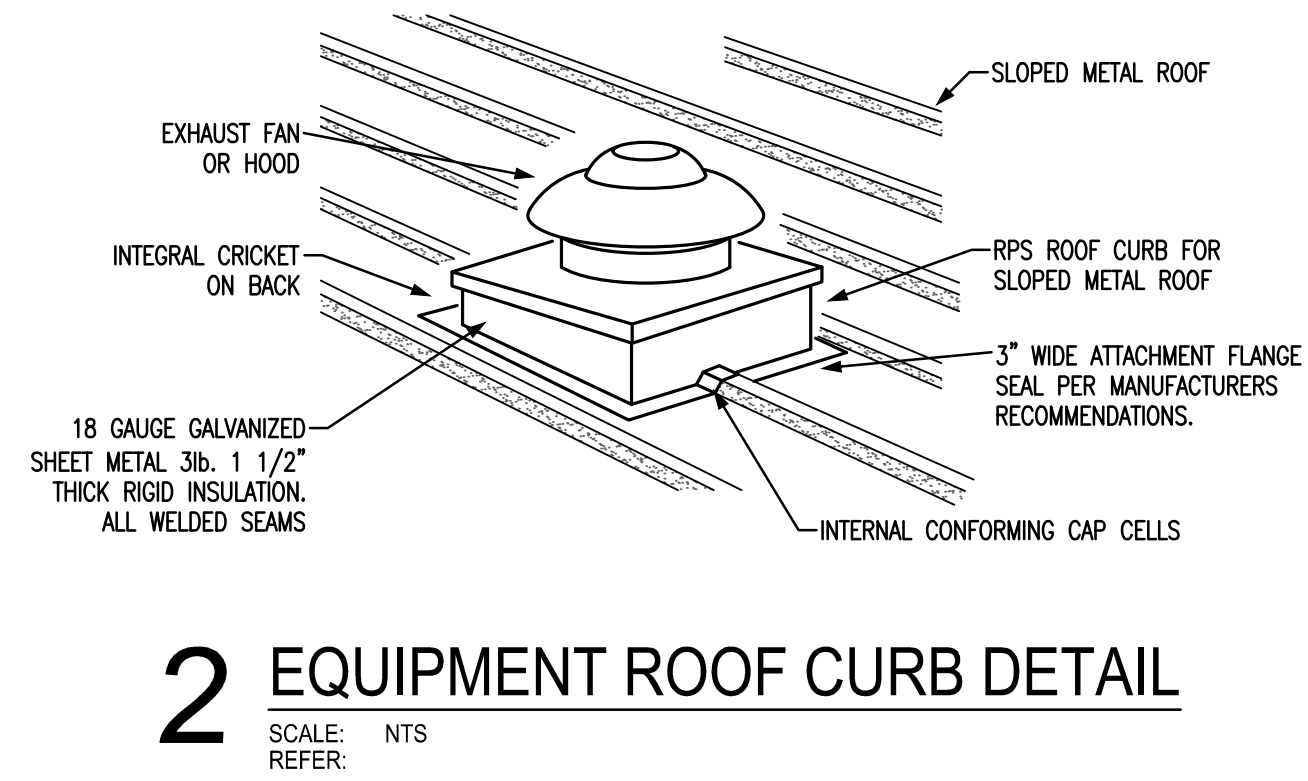
2121 Waynoka Road, Colorado Springs, Colorado 80915 • Phone: (800) 621-6032 • Fax: (800) 765-4115

To view our complete product line visit: [www.woodfordmfg.com](http://www.woodfordmfg.com) or email: [sales@woodfordmfg.com](mailto:sales@woodfordmfg.com)

A Division Of WCM Industries, Inc.



**1** ROOF HYDRANT DETAIL  
SCALE: NTS  
REFER:



**2** EQUIPMENT ROOF CURB DETAIL  
SCALE: NTS  
REFER:



# TAC CONDUIT SIZING CHANGE



Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008  
Phone: 405 787 5888 ext202

PCO # Item 19.

Project: 7080 - North Base Fleet Contract

## Prime Contract Potential Change Order #008: CE #009 - cONDENSATE pIPING uP

TO:	Flintco	FROM:	Orcutt Mechanical Contractors 6200 NW 39th Expressway Oklahoma City, Oklahoma 73008
PCO NUMBER/REVISION:	008 / 0	CONTRACT:	1 - North Base Fleet Contract Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matthew Weber (Orcutt Mechanical Contractors)
STATUS:	Pending - In Review	CREATED DATE:	9/14/2021
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$1,128.00

POTENTIAL CHANGE ORDER TITLE: CE #009 - cONDENSATE pIPING uP

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #009 - cONDENSATE pIPING uPSIZING

COST OF MATERIALS INCREASE DUE TO UPSIZING THE CONDENSATE PIPING.

ATTACHMENTS:

60% Fleet - \$676.80  
40% Parks - \$451.20

Flintco

Orcutt Mechanical Contractors  
6200 NW 39th Expressway  
Oklahoma City, Oklahoma 73008

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



Flintco LLC (40-000)  
2302 South Prospect  
Oklahoma City, Oklahoma 73129  
Phone: (405) 670-6307

**Project:** 20136 - City of Norman - North Base Complex Phase 1  
1310-1380 DA Vinci Street  
Norman, Oklahoma 73069

## TAC Unit Condensate Sizing

<b>TO:</b>	Michael Segroves GSB, Inc. 3555 NW 58th Street, Suite 700W Oklahoma City, Oklahoma 73112	<b>FROM:</b>	Zack Blair Flintco, LLC - OKC 2302 S. Prospect Oklahoma City, Oklahoma 73129
<b>DATE INITIATED:</b>	08/18/2021	<b>STATUS:</b>	Open
<b>REFERENCE:</b>		<b>DUE DATE:</b>	08/27/2021
<b>COST IMPACT:</b>	TBD	<b>SCHEDULE IMPACT:</b>	TBD
<b>DRAWING NUMBER:</b>	M2-11		
<b>LINKED DRAWINGS:</b>		<b>RECEIVED FROM:</b>	Mike Hamilton (Orcutt Mechanical Contractors, Inc.)

### COPIES TO:

Carolyn Bennett (GSB, Inc.), Paul D'Andrea (City of Norman), Phillip Gunderson (Flintco, LLC - OKC), Bill Harrell (ADG), Randy Hill (ADG), Cory Rackley (Flintco, LLC - OKC), David Stanton (GSB, Inc.), Ethan Treisa (Flintco, LLC - OKC)

### Question from Zack Blair (Flintco, LLC - OKC) at 03:49 PM on 08/18/2021

Reference sheet M2-11, M2-12, and attached product data for the TAC units.

Question: The condensate piping for the TAC units in both Parks and Fleet is shown to be 3/4" PVC to the units, however, the TAC units are equipped with 1" ports for the condensate, and the manufacturer recommends 1" condensate.

1) Please confirm the condensate piping should be up-sized to 1" (1-1/4" OD) to meet manufacturer requirements.

#### Attachments:

[TAC Unit Cut Sheets.pdf](#)

### Official Response

Awaiting an Official Response

### All Replies:

#### ACI Response:

Yes, size condensate line per manufacturers recommended drain size.

Isaac Marrone 8-19-21

**ADDITIONAL  
BACKER  
BOARD - RFI #61**



**WILJO INTER** Item 19.  
109 NE 38  
Oklahoma City, OK 73105  
Phone: 405-792-7979  
Fax: 405-792-7980  
www.wiljointeriors.com

<b>TO:</b> Phillip Gunderson Flintco	<b>JOB:</b> City of Norman- North Base Complex Park	
<b>DATE:</b> 09/21/21	<b>PLAN DATE:</b>	
<b>ADDENDUMS:</b>	<b>VOID PRICE AFTER:</b> 30 Days	
<b>SCOPE:</b>		
Proposal to install tile backer board where tile is called out on finish schedule (Excludes: Tape and Bed; Paint; Tile; Shower Areas)		<b>AMOUNT</b>
<b>Materials:</b>		\$1,135
<b>Labor:</b>		\$1,545
<b>OH&amp;P:</b>		\$430
<b>Total:</b>		\$3,110
<b>EXCLUSIONS:</b>		
Overtime or nightwork; MEP; sealing of MEP penetrations; finished wood; millwork; provide or install of doors or door hardware; provide door frames; provide or install of any aluminum doors, door frames or window frames; provide or install of RR accessories; install of fire extinguisher cabinets; mullion caps; glazing; tape & bed; paint; EIFS or stucco; texture; flooring; transition strips; wall tile; blown-in insulation; engineering; any work not mentioned in scope above.		
<b>TOTAL:</b>		\$3,110
Respectfully Submitted,		
Frank Snolis WILJO INTERIORS, INC.		





Flintco LLC (40-000)  
2302 South Prospect  
Oklahoma City, Oklahoma 73129  
Phone: (405) 670-6307

Project: 20136 - City of Norman - North Base Complex Phase 1  
1310-1380 DA Vinci Street  
Norman, Oklahoma 73069

## Cementitious Backer Board Clarification

TO:	Michael Segroves GSB, Inc. 3555 NW 58th Street, Suite 700W Oklahoma City, Oklahoma 73112	FROM:	Ethan Treisa Flintco, LLC - OKC 2302 S. Prospect Oklahoma City, Oklahoma 73129
DATE INITIATED:	09/08/2021	STATUS:	Open
REFERENCE:		DUE DATE:	09/17/2021
LINKED DRAWINGS:		RECEIVED FROM:	
COPIES TO: Zack Blair (Flintco, LLC - OKC), Paul D'Andrea (City of Norman), Phillip Gunderson (Flintco, LLC - OKC), Bill Harrell (ADG), David Stanton (GSB, Inc.)			

### Question from Ethan Treisa (Flintco, LLC - OKC) at 02:18 PM on 09/08/2021

REF: Product Data  
REF: Spec 092900  
Page 4 of the referenced spec section notes to install cementitious backer board around the walls of the (3) showers. Please advise if the intent is to provide cementitious backer board at all other locations that are to receive tile.

Attachments:  
[usg-durock-cement-board-with-edgeguard-submittal-en-CB399EG.pdf 092900.pdf](#)

### Official Response

Awaiting an Official Response

All Replies: [RESPONSE | GSB | 2021 09 16:](#)

**CORRECT - PROVIDE CEMENTITIOUS BACKER BOARD AT ALL AREAS THAT ARE TO RECEIVE TILE**

MICHAEL SEGROVES, AIA / AICP  
PROJECT ARCHITECT | GSB, INC. ARCHITECTS & PLANNERS

**SECTION 09 29 00****GYPSUM BOARD****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  1. Interior gypsum board.
  2. Tile backing panels.
  3. Texture finishes.
- B. Related Requirements:
  1. Section 05 40 00 "Cold-Formed Metal Framing" for metal framing in exterior walls.
  2. Section 09 22 16 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.

**1.3 SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples: For the following products:
  1. Textured Finishes: 24 inches square samples for textured finish indicated and on same backing indicated for Work.

**1.4 QUALITY ASSURANCE**

- A. Mockup: Build mockup of at least 100 sq. ft. in surface area to demonstrate aesthetic effects and to set quality standards for materials and execution.
  1. Build mockups for texture finish indicated.
  2. Apply final painting on surface for review of mockup.
  3. Simulate finished lighting conditions for review of mockup.
  4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

**1.5 DELIVERY, STORAGE AND HANDLING**

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

**1.6 FIELD CONDITIONS**

- A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
  1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.

2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E119 by an independent testing agency.

### 2.2 INTERIOR GYPSUM BOARD

- A. Manufacturer:
  1. American Gypsum.
  2. CertainTeed Gypsum
  3. Continental Building Products.
  4. Georgia-Pacific Gypsum.
  5. National Gypsum Company.
  6. USG Corporation.
- B. Gypsum Board, Type X: ASTM C1396/C1396M.
  1. Thickness: 5/8 inch.
  2. Long Edges: Tapered.
- C. Mold-Resistant Gypsum Board: ASTM C1396/C1396M. With moisture- and mold-resistant core and paper surfaces.
  1. Core: 5/8 inch, Type X.
  2. Long Edges: Tapered.
  3. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

### 2.3 TILE BACKING PANELS

- A. Cementitious Backer Units: ANSI A118.9 and ASTM C1288 or ASTM C1325, with manufacturer's standard edges.
  1. Manufacturer:
    - a. C-Cure.
    - b. CertainTeed Corporation.
    - c. Custom Building Products.
    - d. FinPan, Inc.
    - e. James Hardie Building Products.
    - f. National Gypsum Company.
    - g. USG Corporation.
  2. Core: 5/8 inch.
  3. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

### 2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.
  1. Material: Galvanized, aluminum-coated steel sheet, rolled zinc, or plastic.
  2. Shapes:
    - a. Cornerbead.
    - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
    - c. Expansion (control) joint.

### 2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.

- B. Joint Tape:
  - 1. Interior Gypsum Board: Paper.
  - 2. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping or drying-type, all-purpose compound.
  - 3. Fill Coat: For second coat, use setting-type, sandable topping or drying-type, all-purpose compound.
  - 4. Finish Coat: For third coat, use setting-type, sandable topping or drying-type, all-purpose compound.
- D. Joint Compound for Cementitious Tile Backing Panels: As recommended by backer unit manufacturer.

## 2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
  - 1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
  - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- C. Acoustical Batt Insulation: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
  - 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- D. Acoustical Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E90.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Franklin International.
    - b. Grabber Construction Products.
    - c. Hilti, Inc.
    - d. Pecora Corporation.
    - e. Specified Technologies, Inc.
    - f. Substitutions: Comply with requirements of Section 01 2501.

## 2.7 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer.
- B. Non-Aggregate Finish: Premixed, vinyl texture finish for spray application.
  - 1. Manufacturer: National Gypsum Company.
  - 2. Texture: Orange peel.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 APPLYING AND FINISHING PANELS, GENERAL**

- A. Comply with ASTM C840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
  - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
  - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch-wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

**3.3 APPLYING INTERIOR GYPSUM BOARD**

- A. Install interior gypsum board and cementitious backer units in the following locations:
  - 1. Mold-Resistant Gypsum Board, Type X: Where indicated on Drawings.
  - 2. Cementitious Backer Units: At shower walls.
  - 3. Type X: Elsewhere.



- B. Single-Layer Application:
1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
  2. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
    - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
    - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
  3. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
  4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Multilayer Application:
1. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
  2. Fastening Methods: Fasten base layers and face layers separately to supports with screws.

### 3.4 APPLYING TILE BACKING PANELS

- A. Comply with manufacturer's installation instructions and ANSI A108.11.
- B. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

### 3.5 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
1. Cornerbead: Use at outside corners.
  2. LC-Bead: Use at exposed panel edges.

### 3.6 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
  2. Level 2: Panels that are substrate for tile.
  3. Level 4: At panel surfaces that will be exposed to view (orange peel texture and paint).

- E. Primer and its application to surfaces are specified in Sections 09 91 00.
- F. Tile Backer Units: Finish according to manufacturer's written instructions.

### 3.7 APPLYING TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture matching approved mockup and free of starved spots or other evidence of thin application or of application patterns.
- C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture-finish manufacturer's written instructions.

### 3.8 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## END OF SECTION



# USG DUROCK® BRAND CEMENT BOARD WITH EDGE GUARD™

## Backerboard for tile and exterior finish systems

- Enhanced proprietary edge performance prevents spinout and crumbling
- Easy to cut and fasten
- Water durable and mold resistant
- Warranted for interior and exterior applications
- Exceptional tile bond
- Noncombustible
- Achieved GREENGUARD Gold Certification and qualifies as a low VOC emitting material per California Department of Public Health CDPH/EHLB/Standard Method (CA Section 01350) for school classrooms and private office modeling scenarios, and meets USGBC's LEED® v4 emission requirements for flooring applications.

## DESCRIPTION

USG Durock® Brand Cement Board with EdgeGuard™ offers architects, builders and tile contractors a strong, water-durable tile base for tub and shower areas. Also an ideal underlayment for tile on floors and countertops in new construction and remodeling. Board is readily applied over wood or steel framing spaced 16 in. (406 mm) o.c. with corrosion-resistant wood screws, steel screws or hot-dipped galvanized roofing nails. After joints are treated, wall or floor tile is applied using latex-fortified mortar or Type I organic adhesive.

USG Durock® Brand Cement Board with EdgeGuard is preferred by many applicators as a base for directly applied finishes, tile, stone and thin brick used in building exteriors.

The 1/2 in. (12.7 mm) and 5/8 in. (15.9 mm) panels are Underwriters Laboratories Inc. (UL) Classified for fire resistance, and may be used in any UL Design where Type DCB panels are listed.

## PRODUCT DATA

### SIZES AND PACKAGING

Size (thickness x width x length) <sup>1</sup>	Units (pcs) <sup>2</sup>
1/4 in. x 3 ft. x 5 ft. (6.4 mm x 915 mm x 1525 mm)	60
1/2 in. x 32 in. x 5 ft. (12.7 mm x 813 mm x 1525 mm)	50
1/2 in. x 3 ft. x 5 ft. (12.7 mm x 915 mm x 1525 mm)	50
1/2 in. x 4 ft. x 8 ft. (12.7 mm x 1220 mm x 2440 mm)	40
5/8 in. x 3 ft. x 5 ft. (15.9 mm x 915 mm x 1525 mm)	40
5/8 in. x 4 ft. x 8 ft. (15.9 mm x 1220 mm x 2440 mm)	32

1. Other lengths available. Contact your USG Sales Representative.
2. Shipped in packaging units as shown.

## STANDARDS

USG Durock® Brand Cement Board with EdgeGuard exceeds ANSI standards for cementitious backer units (CBU). See ANSI A118.9 for test methods and specifications for CBU and ANSI A108.11 for interior installation of CBU. Exceeds industry standards as an exterior substrate for exterior finishes. Exceeds ASTM C1325 standards for nonasbestos fiber-mat reinforced cementitious backer units.

## AVAILABILITY

USG Durock® Brand Cement Board with EdgeGuard is distributed throughout the United States. Contact a USG sales office or sales person for additional information.

## COMPOSITION AND MATERIALS

USG Durock® Brand Cement Board with EdgeGuard is formed in a continuous process of aggregated portland cement slurry with polymer-coated, glass-fiber mesh completely encompassing edges, back and front surfaces. The edges are formed smooth with a patented poly-propylene fabric-wrapped edge. The ends are square cut.

DELIVERY AND STORAGE OF MATERIALS

All materials should be delivered and stored in their original unopened package and stored in an enclosed shelter providing protection from damage and exposure to the elements. Even though the stability and durability of USG Durock® Brand Cement Board with EdgeGuard is unaffected by the elements, moisture and temperature variations may have an effect on the bonding effectiveness of basecoats and adhesives. Store all USG Durock® Brand Cement Board with EdgeGuard panels flat.

ENVIRONMENTAL CONDITIONS

In cold weather and during USG Durock® Brand Cement Board with EdgeGuard panel and tile installation, temperatures within the building shall be maintained within the range of 40 to 100°F (5 to 38°C). Adequate ventilation shall be provided to carry off excess moisture.

INTERIOR APPLICATIONS

The building shall be enclosed and the HVAC system operating so that wood framing shall reach the moisture content it will reach in service. Do not install board when the board is wet.

EXTERIOR APPLICATIONS

In exterior applications, USG Durock® Brand Cement Board with EdgeGuard should not be left uncovered for a period of time exceeding 90 days. Discoloration or staining may occur due to exposure to the elements which will not affect performance of the panel. Finishes, leveling/skim coats and basecoats should not be applied to USG Durock® Brand Cement Board with EdgeGuard panel that is wet or frozen or that contains frost. After application, and for at least 24 hours, finishes, leveling/skim coats and basecoats should be effectively protected from rain and excessive moisture. In cold weather and during finish applications, USG Durock® Brand Cement Board with EdgeGuard panel, skim or basecoat, mortar, finish material and air temperature must be at least 40°F (5°C) and must remain at this temperature or higher for at least 24 hours after application. Hot and dry weather may affect working time of leveling/skim or basecoat and finish materials. Under rapid drying conditions, dampening or light fogging of board, leveling/skim or basecoat surface may be required to improve workability.

PANEL MICROCRACKING

USG Durock® Brand Cement Board with EdgeGuard is formulated to develop fine microcracking (also called multiple cracking) in the panel. The microcracking process helps to evenly relieve the stored strain energy in the product due to handling and installation, external loads and/or panel restrained movement. The presence of microcracks in the panel should not be considered a product defect.

INSTALLATION

- A. Install cement board with ends and edges closely abutted, but not forced together. Stagger end joints in successive courses.
- B. For flooring applications over a wood-based substrate, laminate USG Durock® Brand Cement Board with EdgeGuard to subfloor using Type 1 organic adhesive or latex-modified thin-set mortar suitable for bonding cement board. Fasten to subfloor with 1-1/4 in. (32 mm) USG Durock™ Brand Tile Backer Screws for wood framing (or equivalent) or 1-1/2 in. (38 mm) hot-dipped galvanized roofing nails spaced 8 in. (203 mm) o.c. in both directions with perimeter fasteners at least 3/8 in. (10 mm) and less than 5/8 in. (16 mm) from ends and edges. Drive nails and screws so that bottoms of heads are flush with panel surface to ensure firm panel contact with subfloor. Do not overdrive fasteners. Prefill joints with tile-setting mortar or adhesive and then immediately embed USG Durock™ Brand Tile Backer Tape and level joints.
- C. For wall application, fasten USG Durock® Brand Cement Board with EdgeGuard panels to framing with specified fasteners. Drive fasteners into field of panels first, working toward ends and edges. Hold panels in firm contact with framing while driving fasteners. Space fasteners maximum 8 in. (203 mm) o.c. for walls, 6 in. (152 mm) o.c. for ceilings, with perimeter fasteners at least 3/8 in. (10 mm) and less than 5/8 in. (16 mm) from ends and edges. Drive nails and screws so bottoms of heads are flush with panel surface to ensure firm panel contact with framing. Do not overdrive fasteners. Approved fasteners include: USG Durock™ Brand Tile Backer Screws for steel framing (or equivalent), 1-1/4 in. (32 mm) and 1-5/8 in. (41 mm) for 14- to 20-gauge steel framing; USG Durock™ Brand Tile Backer Screws for wood framing (or equivalent), 1-1/4 in. (32 mm), 1-5/8 in. (41 mm) and 2-1/4 in. (57 mm) for wood framing. Nails (1-1/2 in. [38 mm] hot-dipped galvanized roofing nails). Prefill joints with tile-setting mortar or adhesive and then immediately embed USG Durock™ Brand Tile Backer Tape and level joints.

**INSTALLATION CONT.**

- D. Cement board should be cut to size with a knife and straight edge. A power saw should be used only if it is equipped with a dust-collection device. Installer should wear NIOSH/MSHA-approved dust mask.
- E. If waterproofing is desired, use USG Durock™ Brand Liquid Waterproofing Membrane. See *USG Durock™ Brand Liquid Waterproofing Membrane* submittal sheet (CB817) for product information.

Refer to *USG Durock® Brand Cement Board System Guide* (SA932) for complete installation information, including good design practices. For technical assistance, call USG Technical Service at 800 USG.4YOU (874-4968).

**LIMITATIONS**

1. Designed for positive or negative uniform loads up to 60 psf. For complete information on the use of USG Durock® Brand panels in exterior systems, consult uniform load table on Page 4 for applicable positive or negative uniform loads on wall systems.
2. Wall applications: Maximum stud spacing: 16 in. (406 mm) o.c. (24 in. [610 mm] o.c. for cavity shaft wall assembly). Framing shall be designed (based on stud properties alone) not to exceed L/360 deflection for tile and thin brick, L/240 for direct-applied exterior finish systems. Maximum fastener spacing: 8 in. (203 mm) o.c. for wood and steel framing; 6 in. (152 mm) o.c. for ceiling applications.
3. Floor applications: Maximum joist spacing 24 in. (610 mm) o.c. The subfloor system should be designed with a minimum deflection limit of L/360 for the span. Some finish materials may require a more rigid subassembly (such as large format tile and natural stone products). In these cases, follow the manufacturer's minimum requirements. The subfloor should be APA Span-Rated Plywood or OSB with an Exposure 1 classification or better with tongue and groove or back blocked at the unsupported edges.
4. In exterior applications, USG Durock® Brand Cement Board with EdgeGuard should not be left uncovered for a period of time exceeding 90 days. Discoloration or staining may occur due to exposure to the elements which will not affect performance of the panel.
5. Brittle coatings, such as epoxy coatings, are not recommended for use with USG Durock® Brand Cement Board with EdgeGuard. USG Durock® Brand Cement Board with EdgeGuard is intended for use with tile, thin brick and exterior stucco coatings only.
6. Maximum dead load for ceiling system is 7.5 psf.
7. Steel framing must be 20-gauge or heavier.
8. Do not use drywall screws or drywall nails. Do not use drywall joint tape.
9. Do not use 1/4 in. (6.4 mm) USG Durock® Brand Cement Board with EdgeGuard for wall or ceiling applications. 1/4 in. (6.4 mm) USG Durock® Cement Board with EdgeGuard is for use in interior applications only.
10. Do not use USG Durock® Brand Cement Board with EdgeGuard with vinyl flooring.
11. USG Durock® Brand Cement Board with EdgeGuard is not designed for use as a structural panel.
12. Maximum installed weight of the finish system should not exceed 15 psf.
13. USG Durock® Brand Cement Board with EdgeGuard panels should not be used in areas where they are exposed to temperatures that exceed 200°F (93°C).
14. In locations close to salt water or other challenging environments, design professionals should consider the use of stainless steel fasteners.
15. Do not use lightweight setting-type joint compounds or ready-mix joint compounds directly over USG Durock® Brand Cement Board with EdgeGuard.



## TECHNICAL DATA

Property	Unit of Measure	ASTM Test Method	5/8 in. (15.9 mm) USG Durock® Brand Cement Board with EdgeGuard™	1/2 in. (12.7 mm) USG Durock® Brand Cement Board with EdgeGuard™	1/4 in. (6.4 mm) USG Durock® Brand Cement Board with EdgeGuard™ Underlayment
<b>Flexural strength</b>	psi (MPa)	C947	> 480	> 750	> 1000 (6.9)
<b>Indentation strength</b>	psi (MPa)	D2394	> 1250	> 1250	> 1250 (8.6)
<b>Shear bond strength</b>	psi	ANSI A118.4	> 50	> 50	> 50
<b>Nail-pull resistance</b>	lb. (0.375 in. [10 mm] head diameter, wet or dry)	C473	> 90	> 90	—
<b>Weight</b>	psf (kg/m²)	C473	3	2.4	< 1.9 (1.9)
<b>Freeze/thaw resistance</b>	procedure B, number of cycles with no deterioration	C666	100	100	100
<b>Mold resistance</b>	—	G21	Rating 0, No growth	Rating 0, No growth	Rating 0, No growth
		D3273	10/10	10/10	10/10
<b>Noncombustibility</b>	Pass/Fail	E136	Pass	Pass	Pass
<b>Surface-burning characteristics</b>	flame/smoke	E84	0/0	0/0	0/0
<b>Thermal</b>	"R"/k value	C518	.49/1.27	0.39/1.27	—
<b>Standard method for evaluating ceramic floor tile installation systems</b>	Passes cycles 1-6	C627	Light commercial	Light commercial	Light commercial
<b>Minimum bending radius</b>	ft. (requires special framing details available upon request)	—	6	6	—

### PRODUCT INFORMATION

See usg.com for the most up-to-date product information.

#### DANGER

Causes skin irritation. Causes serious eye damage. May cause an allergic skin reaction. May cause respiratory irritation. May cause cancer by inhalation of respirable crystalline silica. Do not handle until all safety precautions have been read and understood. Avoid breathing dust. Use only in a well-ventilated area, wear a NIOSH/MSHA-approved respirator. Wear protective gloves/protective clothing/eye protection. If swallowed, inhaled, or skin irritation occurs get medical attention. If on skin: Wash with plenty of water. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses and continue rinsing. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reuse. Dispose of in accordance with local, state, and federal regulations. For more information call Product Safety: 800 507-8899 or see the SDS at usg.com

**KEEP OUT OF REACH OF CHILDREN.**

#### TRADEMARKS

The trademarks USG, DUROCK, EDGE GUARD, IT'S YOUR WORLD. BUILD IT., the USG logo, the design elements and colors, and related marks are trademarks of USG Corporation or its affiliates.

#### NOTE

The information in this document is subject to change without notice. USG Corp. assumes no responsibility for any errors that may inadvertently appear in this document. Consult your USG Company sales office or representative for information. Products described here may not be available in all geographic markets.

#### NOTICE

We shall not be liable for incidental and consequential damages, directly or indirectly sustained, nor for any loss caused by application of these goods not in accordance with current printed instructions or for other than the intended use. Our liability is expressly limited to replacement of defective goods. Any claim shall be deemed waived unless made in writing to us within thirty (30) days from date it was or reasonably should have been discovered.

#### SAFETY FIRST!

Follow good safety/industrial hygiene practices during installation. Wear appropriate personal protective equipment. Read SDS and literature before specification and installation.

### UNIFORM LOAD—1/2 IN. (12.7 MM) USG DUROCK® BRAND CEMENT BOARD WITH EDGE GUARD™

Stud Spacing	Fastener Spacing	Design Wind Load (1/240)	Design Wind Load (1/360)
12 in. (305 mm) o.c.	8 in. (203 mm) o.c.	35 psf	35 psf
	6 in. (152 mm) o.c.	44 psf	44 psf
16 in. (406 mm) o.c.	8 in. (203 mm) o.c.	27 psf	21 psf
	6 in. (152 mm) o.c.	31 psf	21 psf
24 in. (610 mm) o.c. (for shaft wall assemblies only)	8 in. (203 mm) o.c.	12 psf	8 psf
	6 in. (152 mm) o.c.	12 psf	8 psf

### SUBMITTAL APPROVALS

<b>Job Name</b>	
<b>Contractor</b>	<b>Date</b>

800 USG.4YOU  
800 (874-4968)  
usg.com

Manufactured by  
United States Gypsum Company  
550 West Adams Street  
Chicago, IL 60661

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# DELAY DAYS

# Proof Rolling Delay Days

Item 19.

**Phillip Gunderson**

---

**From:** Paul Dandrea <Paul.Dandrea@NormanOK.gov>  
**Sent:** Monday, September 13, 2021 4:36 PM  
**To:** Zack Blair  
**Cc:** Cory Rackley; Phillip Gunderson; Michael Segroves; David Stanton; Randy Hill; wharrell@adgokc.com  
**Subject:** Re: EXTERNAL EMAIL : Norman North Base - Parking Lot Subgrade Delay

I am fine with providing the 6 additional days for waiting for the subgrade to dry.

Sent from my iPhone

On Sep 13, 2021, at 3:33 PM, Zack Blair <zblair@flintco.com> wrote:

Paul,

Per previous correspondence, the City only felt comfortable with providing additional delay days due to the parking lot subgrade issue. Flintco paid for the remediation work to the soil, but we do also feel that we should be provided with delay days due to this being an unforeseen issue. The parking lot has not seen any standing water since early April, when the drainage ditch was installed. With that said, our second failed proof roll was on 8/13/21 and the final proof roll was passed on 8/20/21, therefore we are requesting (6) additional working days due to the delay.

Feel free to give me a call if you have any questions.

Thanks,

Zack Blair  
Superintendent  
Flintco, LLC  
(405) 835-6369 (d) // (405) 605-9303 (c)  
[www.flintco.com](http://www.flintco.com)  
<image001.png>

**NUCOR**

**BUILDING SYSTEMS-TERRELL**

600 APACHE TRAIL  
TERRELL, TEXAS 75160  
<http://www.nucorbuildingsystems.com>

PH: 972/524-5407  
FAX: 972/524-5417

August 6, 2021

Mr. Aaron Hunter  
Elite Star Construction  
210 W. Chickasha Ave  
Chickasha OK, 73018

REFERENCE: North Base Complex – Fleet Maintenance (T20E0456B)  
North Base Complex – Parks Maintenance (T20E0457B)

RE: VR16II Roof Panel (22GA-Pearl Gray) – Panel Delay

Dear Aaron,

I'm sending this letter as a follow up to help layout the timeline of the material delays that occurred for the roof panel on both of the North Base Projects. The main cause for the material delay was the special 22ga substrate that was needed on the project. Our suppliers as well as most other vendors are under some unprecedented times that date back to late 2020 and has continued well into 2021.

- The roof panel on both projects were originally to deliver on 5/14/21.
- Our purchasing team was told on 4/26/21 from Ternium (Coater) that they had not received the special 22ga substrate from the Mill and that there would be a delay in delivery of the coil.
- We did not receive the first delivery of coil till Wednesday 6/9/21.
- We immediately ran and delivered the Fleet Bldg and a partial for Parks Maintenance on 6/10/21 and 6/11/21.
- Part of the substrate that had been delivered to Ternium (Coater) was rejected for edge wave, so the Mill had to go back and reproduce the remaining portion that was needed on the Parks Maintenance.
- The last shipment of roof panel for Parks Maintenance was delivered to the site on 7/17/21.

Very truly yours,



**Brian Wood**

Senior Project Coordinator

600 Apache Trail • Terrell, TX 75160  
**Phone:** 972.524.5407 Ext. 2407



*"Excellence from the ground up"*



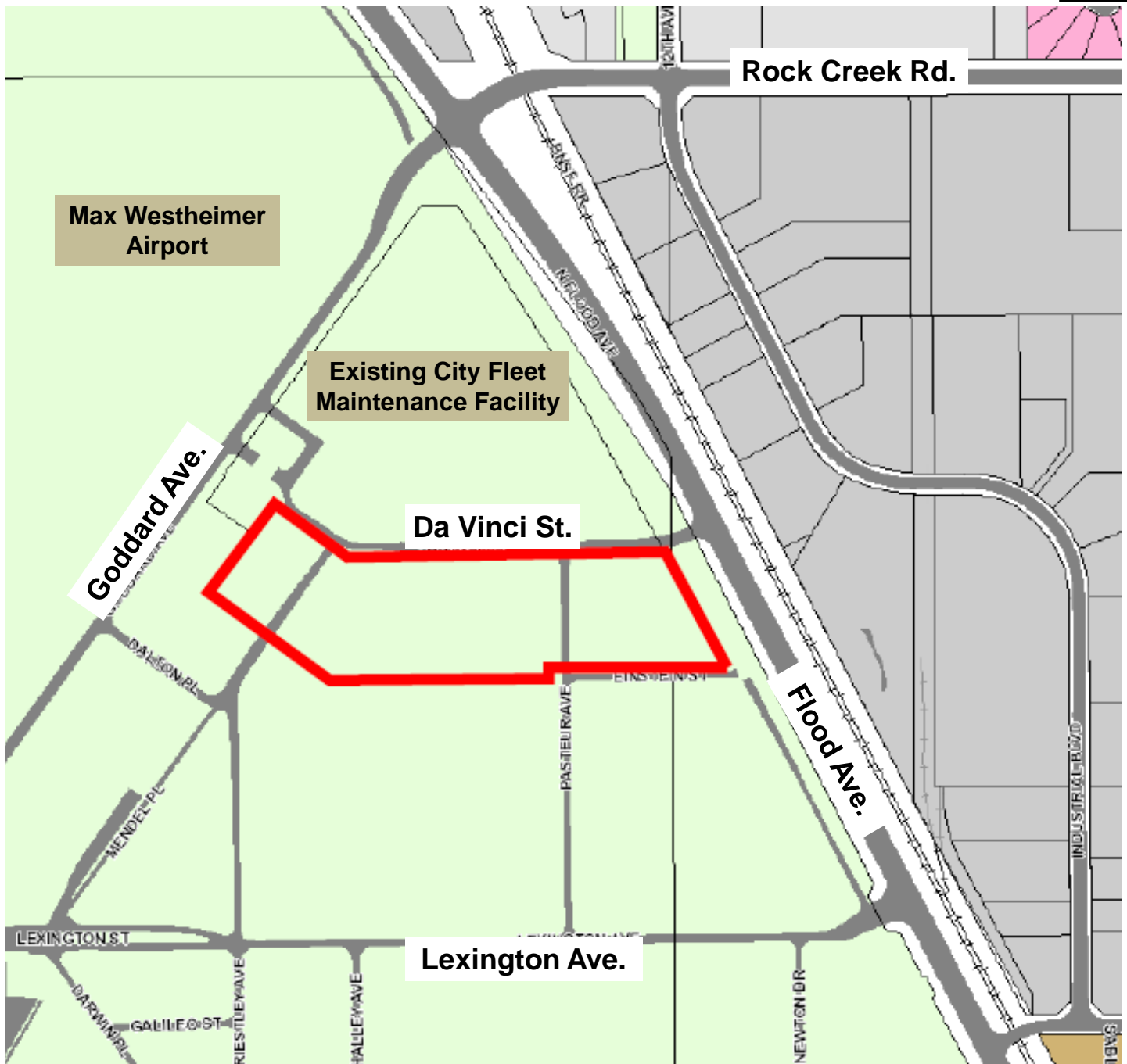
## Norman North Base - Phase 1: Weather Day Log

Month and Year	Weather Days Incurred	Actual Weather Days Claimed
November-20	3	3
December-20	10	10
January-21	7	7
February-21	12	12
March-21	2	2
April-21	3	3
May-21	2	2
June-21	2	2
July-21	2	2
August-21	3	3
September-21	0 (as of 9/22)	0 (as of 9/22)
October-21		
November-21		
<b>Total (Days)</b>	46	46

	<u>Date</u>	<u>Days</u>	<u>Reason</u>
1	23-Nov-20	1	Wet & Muddy Conditions
2	24-Nov-20	1	Rain, Wet & Muddy Conditions
3	25-Nov-20	1	Wet & Muddy Conditions
4	3-Dec-20	1	Rain, Wet & Muddy Conditions
5	4-Dec-20	1	Wet & Muddy Conditions
6	14-Dec-20	1	Snow, Ice, Wet & Muddy Conditions
7	15-Dec-20	1	Snow, Ice, Wet & Muddy Conditions
8	16-Dec-20	1	Snow, Ice, Wet & Muddy Conditions
9	17-Dec-20	1	Wet & Muddy Conditions
10	18-Dec-20	1	Wet & Muddy Conditions
11	29-Dec-20	1	Rain, Wet & Muddy Conditions
12	30-Dec-20	1	Rain/Snow, Ice, Wet & Muddy Conditions
13	31-Dec-20	1	Rain/Snow, Ice, Wet & Muddy Conditions
14	4-Jan-21	1	Wet & Muddy Conditions
15	5-Jan-21	1	Wet & Muddy Conditions
16	6-Jan-21	1	Wet & Muddy Conditions
17	7-Jan-21	1	Wet & Muddy Conditions
18	8-Jan-21	1	Wet & Muddy Conditions
19	25-Jan-21	1	Rain, Wet & Muddy Conditions
20	26-Jan-21	1	Wet & Muddy Conditions
21	8-Feb	1	Snow, Ice, Wet & Muddy Conditions
22	9-Feb	1	Snow, Ice, Wet & Muddy Conditions
23	10-Feb	1	Snow, Ice, Wet & Muddy Conditions
24	11-Feb	1	Snow, Ice, Wet & Muddy Conditions
25	12-Feb	1	Snow, Ice, Wet & Muddy Conditions
26	15-Feb	1	Snow, Ice, Wet & Muddy Conditions
27	16-Feb	1	Snow, Ice, Wet & Muddy Conditions
28	17-Feb	1	Snow, Ice, Wet & Muddy Conditions
29	18-Feb	1	Snow, Ice, Wet & Muddy Conditions



30	19-Feb	1	Snow, Ice, Wet & Muddy Conditions
31	22-Feb	1	Wet & Muddy Conditions
32	23-Feb	1	Wet & Muddy Conditions
33	15-Mar	1	Rain, Wet & Muddy Conditions
34	22-Mar	1	Rain, Wet & Muddy Conditions
35	16-Apr	1	Rain, Wet & Muddy Conditions
36	28-Apr	1	Rain, Wet & Muddy Conditions
37	29-Apr	1	Rain, Wet & Muddy Conditions
38	5-May	1	Rain, Wet & Muddy Conditions
39	24-May	1	Rain, Wet & Muddy Conditions
40	21-Jun	1	Rain, Wet & Muddy Conditions
41	29-Jun	1	Rain, Wet & Muddy Conditions
42	2-Jul	1	Rain, Wet & Muddy Conditions
43	6-Jul	1	Rain, Wet & Muddy Conditions
44	18-Aug	1	Rain, Wet & Muddy Conditions
45	19-Aug	1	Rain, Wet & Muddy Conditions
46	20-Aug	1	Rain, Wet & Muddy Conditions



## North Base Complex, Phase 1 Location Map



**File Attachments for Item:**

20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-66: A PUBLIC TRANSIT REVOLVING FUND AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) DISTRIBUTING A MAXIMUM AMOUNT OF FUNDS IN AN AMOUNT NOT-TO-EXCEED \$134,285 IN ONE (1) BILLING PAYABLE ON OR AFTER OCTOBER 1, 2021, SUCH FUNDS TO BE USED FOR ESTABLISHING, EXPANDING, IMPROVING, AND MAINTAINING THE CITY OF NORMAN'S URBAN PUBLIC MASS TRANSPORTATION SERVICES AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

**Item 20****CITY OF NORMAN, OK  
STAFF REPORT**

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**MEETING DATE:** 10/12/2021

**REQUESTER:** Taylor Johnson, Transit and Parking Program Manager

**PRESENTER:** Shawn O'Leary, Director of Public Works

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-66: A PUBLIC TRANSIT REVOLVING FUND AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) DISTRIBUTING A MAXIMUM AMOUNT OF FUNDS IN AN AMOUNT NOT-TO-EXCEED \$134,285 IN ONE (1) BILLING PAYABLE ON OR AFTER OCTOBER 1, 2021, SUCH FUNDS TO BE USED FOR ESTABLISHING, EXPANDING, IMPROVING, AND MAINTAINING THE CITY OF NORMAN'S URBAN PUBLIC MASS TRANSPORTATION SERVICES AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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**BACKGROUND:**

The City of Norman has been designated by the Federal Transit Administration (FTA) as eligible to receive federal funds to be used for public transportation services. As a result of this designation by the FTA, the City is also eligible to receive disbursement of funds from the Oklahoma Department of Transportation (ODOT) Public Transit Revolving Fund to be used to establish, expand, improve, and maintain its public transportation system.

**DISCUSSION:**

On May 22, 2019, the Governor of Oklahoma designated the City to be the direct recipient of federal funds to be used for the provision of public transportation services effective upon the date the FTA formally approved the City eligible to receive such federal funds. On June 20, 2019, the FTA formally designated the City to be the direct recipient of such federal public transportation funds.

69 O.S. § 4301 creates in the State of Oklahoma Treasury a revolving fund called the "Public Transit Revolving Fund" for ODOT, to be used for the purpose of establishing, expanding, improving, and maintaining rural and urban public transportation services. Eligible entities to apply for disbursement of such funds are defined as those entities receiving federal financial assistance through the FTA's Block Grant for Urbanized Areas and Formula Grant Program for Areas other than Urbanized Areas under 49 U.S.C. §§ 1607a and 1614, and other public mass transportation programs provided by entities, municipalities, and community action programs

which have submitted an audited financial statement showing total reported vehicle revenue mileage for the prior year to ODOT.

The City of Norman is eligible to receive disbursement from this fund due to it being an entity approved to receive federal financial assistance through the FTA Block Grant for Urbanized Areas. Each year, entities must have their previous fiscal year's vehicle revenue mileage audited to include in their applications to ODOT. However, due to the ongoing pandemic, ODOT has allowed agencies to use fiscal year 2019 mileage for the fiscal year 2021 and 2022 applications. As a note, the fiscal year 2019 mileage was from when the University of Oklahoma's Cleveland Area Rapid Transit program managed the public transportation operations. After reviewing all applications, the City of Norman was approved for a maximum amount of funds in an amount not to exceed One Hundred Thirty-Four Thousand Two Hundred Eighty-Five Dollars (\$134,285) to be distributed in fiscal year 2022.

This agreement provides that such maximum disbursement shall be distributed in one billing of the full amount payable on or after October 1, 2021. Under normal circumstances, the total amount would be split evenly throughout the fiscal year using three separate payments. However, due the ongoing pandemic, ODOT is allowing agencies to receive the funds in one lump sum payment.

This Agreement further provides that the City of Norman certifies that at least fifty percent (50%) of the funding provided by this agreement shall be spent for services for the elderly and disabled.

The City of Norman will use this distribution to help fund its public transportation system and will use at least fifty percent (50%) of the distributed funds for its paratransit operations, which provide services to the elderly and disabled.

Funds distributed pursuant to this agreement shall be deposited into the Public Transportation and Parking Fund, Other Revenue/State Grant Reimbursements (account 275-331380) and appropriated for public transportation operations use.

#### **RECOMMENDATION:**

This agreement provides integral public transportation funding needed to continue, improve, and maintain the City's public transportation operations. Staff recommends approval of Contract K-2122-66 and appropriation of \$134,285 from Other Revenue/State Grant Reimbursement (account 275-331380) into the Public Transportation and Parking Fund Transportation-Operations (account 27550277-44766).



**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
STATE PUBLIC TRANSIT REVOLVING FUND PROGRAM  
STATE FISCAL 2022  
PROJECT NO: STPTRF-9025(482), JOB PIECE NO. 26110(17),  
CLEVELAND COUNTY  
AGREEMENT NO. RF2022-03**

This Agreement made and entered into by and between the Oklahoma Department of Transportation, hereinafter called the “**DEPARTMENT**”, acting for and on behalf of the State of Oklahoma, the Governor’s designee for the administration of the State Public Transit Revolving Fund and the **CITY OF NORMAN**, hereinafter referred to as the “**AGENCY**”, for the purpose of providing financial assistance pursuant to the Public Transit Revolving Fund, Section 4031 of Title 69 of the Oklahoma Statutes, as amended, hereinafter referred to as the “**FUND**”, and subject to the following terms and conditions. The above stated parties to this contract will hereinafter be referred to collectively, as the **PARTICIPANT** or **PARTICIPANTS**.

**WITNESSETH:**

**WHEREAS**, Section 4031 of Title 69 of the Oklahoma Statutes created a revolving fund for the DEPARTMENT designated as the “Public Transit Revolving Fund” for the purpose of establishing, expanding, improving and maintaining rural and urban public transportation services; and,

**WHEREAS**, \$5,750,000.00 has been allocated to the FUND for establishing, expanding, improving and maintaining rural and urban public mass transportation services; and,

**WHEREAS**, Ninety-five percent or \$5,462,500.00 of the aforementioned FUND is available to existing public mass transportation programs; and,

**WHEREAS**, Eligible entities shall be defined as those entities receiving federal financial assistance through the Federal Transit Administration’s Block Grant for Urbanized Areas and Formula Grant Program for Areas Other Than Urbanized Areas, 49 U.S. C., Sections 1607a and 1614, respectively, and other public mass transportation programs provided by entities, municipalities, and community action programs which have submitted an audited financial statement showing total reported vehicle revenue mileage for the prior year to the **DEPARTMENT**; and,

**WHEREAS**, The DEPARTMENT has determined that the AGENCY is an eligible entity to participate in the aforementioned FUND; and,

**WHEREAS**, The **DEPARTMENT** desires to distribute said FUND to eligible existing public mass transportation providers. The PARTICIPANTS hereto agree as follows:

**SECTION 1: PURPOSE OF AGREEMENT**

The purpose of this Agreement is to state the terms, conditions and mutual understanding of the parties as to the manner in which the distribution of monies from the State Public Transit Revolving Fund is to be carried out.

**SECTION 2: PROGRAM SCOPE**

The funding allocated from the Public Transit Revolving Fund by the DEPARTMENT is budgeted for the purpose of establishing, expanding, improving and maintaining rural and urban public mass transportation service; available funds may also be used for local share or matching funds for the purpose of federal capital or operating grants. Prior to the allocation of funds from the Public Transit Revolving Fund, each eligible entity desiring monies from the Public Transit Revolving Fund shall provide to the Department, a proposed budget outlining the proposed use of the monies for the corresponding fiscal year. Any eligible entity not submitting a proposed budget shall be deemed to waive any claim to available funds from the Public Transit Revolving Fund for the corresponding fiscal year. All funds distributed among the eligible entities shall be audited to ensure compliance with applicable law and the latest available audited financial statement shall be provided to the DEPARTMENT.

Eligible entity receiving funds from the Public Transit Revolving Fund shall expend a minimum of fifty percent (50%) of their allocated funding for services for the Elderly and the Disabled. Available program funds shall not be subject to the Central Purchasing Act, Section 85.1 et seq. of Title 74 of the Oklahoma Statutes. However, any equipment purchased with available funds, shall be subject to the Central Purchasing Act added by Laws 1990, c. 250, § 3, operative July 1, 1990 as amended.

### **SECTION 3: TIME FOR PERFORMANCE**

This Agreement shall be in effect for a period, which will commence on the date indicated that the DEPARTMENT has executed this Agreement and extend through September 30, 2022. It is understood and agreed upon between the parties hereto that the DEPARTMENT is subject to certain funding restrictions which prevent the DEPARTMENT from making a commitment that obligates the DEPARTMENT to pay any funds beyond the aforementioned Agreement period.

### **SECTION 4: COMPENSATION**

The DEPARTMENT agrees to distribute said monies to the AGENCY on the basis of one Lump Sum billing, payable on or after October 1, 2021. The maximum amount of funds available to the AGENCY under this Agreement shall not exceed ONE HUNDRED THIRTY-FOUR THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS (\$134,285.00). Funds will remain available until expended by the Agency.

Compensation for services performed under this Agreement will be based on the number of vehicle revenue miles of service provided, using the AGENCY's actual audited vehicle revenue mileage records. A vehicle revenue mile shall be defined as a mile operated by vehicles available for public transportation services. Deadhead miles shall not be eligible for reimbursement and are defined as miles traveled while moving a revenue vehicle in other than revenue service. A revenue vehicle shall be defined as a vehicle used to provide public mass transportation services for which remuneration is normally required. The DEPARTMENT shall not be obligated to provide funding to the AGENCY beyond the limits of funds available in the FUND for the corresponding fiscal year.

The DEPARTMENT will make a Lump Sum payment to the AGENCY based upon a properly prepared invoice supplied by the DEPARTMENT and executed by the AGENCY.

The mileage upon which payment is to be made shall be that mileage reported by the AGENCY to the United States Secretary of Transportation, as required by U.S.C., Section 1611, as amended, or as reported on the DEPARTMENT's approved data intake form for the previous year. Other eligible public mass transit services provided by entities, municipalities, and community action programs shall submit an audited financial statement showing total reported mileage for the prior year to the DEPARTMENT as described in the Program Scope section of this agreement. The DEPARTMENT, based on evidence provided by the applicant, shall determine if any entity meets the criteria of being a public transit program and therefore to take part in the FUND. The vehicle revenue miles for all eligible entities shall be added together to form a total. This total vehicle revenue mileage shall be divided into the total dollars available in the FUND to arrive at a per mile rate to be used to calculate the maximum amount of funds available to each eligible entity for the fiscal year.

## **SECTION 5: CHANGE MODIFICATIONS**

No changes or alterations, modification or amendment of any term or condition of this Agreement shall be effective unless reduced to writing and executed with same formalities that are observed in the execution of this Agreement.

## **SECTION 6: GOVERNING LAWS AND REGULATIONS**

This Contract shall be governed and implemented in accordance with the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission. Venue for any action to construe or have enforced any provision of this Contract shall be in the District Court of Oklahoma County, State of Oklahoma.

## **SECTION 7: DISPUTE RESOLUTION**

The parties hereto have entered into this Contract in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to filing court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this Contract shall be Oklahoma County, State of Oklahoma. Each party shall bear any costs and attorney fees incurred by that party in such litigation.

## SECTION 8: ACCESS TO RECORDS AND AUDIT REQUIREMENT

The AGENCY and its subcontractors shall maintain all books, documents, papers, accounting records, instructions receipts, vouchers, memoranda and other evidence pertaining to funding associated with this agreement and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement. The AGENCY shall permit inspections by representatives of the Department, and if requested, to the State Auditor and Inspector, or any other authorized representatives of the state governments.

The AGENCY hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the U.S. Department of Transportation 49 CFR Part 18, "*Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Government*", as amended.

## SECTION 9: THIRD PARTY AGREEMENTS

Unless otherwise authorized in writing by the DEPARTMENT, the AGENCY shall not assign any portion of this Agreement by executing any subcontract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement.

## SECTION 10: TERMINATION

The DEPARTMENT may terminate the project and cancel this Agreement by giving thirty (30) days written notice if the continuation of the program, in the DEPARTMENT's opinion, would not produce beneficial results commensurate with the further expenditure of funds.

The DEPARTMENT may, by written notice to the AGENCY, terminate this Agreement for any of the following reasons:

1. The AGENCY discontinues providing transportation services as outlined within their proposal. The AGENCY takes any action pertaining to this Agreement without the approval of the DEPARTMENT and which, under the conditions established by this Agreement, would have required the approval of the DEPARTMENT.
2. The DEPARTMENT determines that the AGENCY is not utilizing available funds as outlined in Section 4031 of Title 69 of the Oklahoma Statutes.
3. The commencement, execution, or timely completion by the AGENCY is, for any reason, rendered improbably, impossible, or illegal.
4. The AGENCY shall be in default under any prevision of this Agreement.
5. By mutual agreement and consent of the PARTICIPANTS hereto this Agreement may be terminated.

6. Termination of the FUND will result in immediate expiration of this Agreement.

#### **SECTION 11: COVENANT AGAINST CONTINGENT FEES**

The AGENCY warrants that it has not employed or retained any company or person specifically to solicit or secure this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability.

#### **SECTION 12: EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the execution of this Agreement, the AGENCY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The AGENCY shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY further agrees to insert similar provisions in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

#### **SECTION 13: TITLE VI – CIVIL RIGHT ACT OF 1964**

The AGENCY shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Regulations of the Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21 as amended), and the assurances by the CONTRACTOR pursuant thereto.

#### **SECTION 14: HOLD HARMLESS CLAUSE**

The AGENCY shall hold harmless the DEPARTMENT from all claims and liability due to its negligent acts or omissions or the negligent acts or omissions of its subcontractors, agents or employee under this Agreement, including but not limited to negligent injury or damage to persons or property and the interference with the contract rights of others.

#### **SECTION 15: PRIOR UNDERSTANDING**

This Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.



**SECTION 16: SERVICES TO THE ELDERLY AND THE DISABLED**

By executing this Agreement, the AGENCY does hereby certify that, at a minimum, fifty percent (50%) of the funding provided by this agreement shall be spend for services for the elderly and the Disabled.

**SECTION 17: INSURANCE**

The AGENCY shall obtain and maintain for the duration of the Agreement from a licensed carrier duly authorized to offer policies of liability insurance and to do business in the State of Oklahoma, an insurance policy in the face amount of not less than one million dollars (\$1,000,000). Said insurance policy is to protect the AGENCY against claims and suits in law or equity, alleging negligence on the part of said AGENCY, his agents or employees and demands for compensation for damages to either persons or property.

The AGENCY shall further obtain in amounts as specified by law, Worker's Compensation Insurance for all persons employed by the AGENCY, said policy to be obtained from a company authorized to provide such insurance in the State of Oklahoma.

The AGENCY shall provide the DEPARTMENT, for the inclusion in the agreement file, copies of certificates of insurance evidencing coverage as to both workers' compensation and liability, said copies to be furnished to the DEPARTMENT within five (5) working days of execution of this Agreement.

**SECTION 18: GOVERNING LAW AND REGULATIONS**

This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies and procedures of the Oklahoma Transportation Commission.

**SECTION 19: HEADINGS**

Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

**SECTION 20: BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the DEPARTMENT and the AGENCY and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

**SECTION 21: SEVERABILITY**

This agreement shall be construed in conformation with the Constitution and Laws of the State of Oklahoma. The provisions of this agreement shall be considered as several. In the event that any provision of the agreement is determined by a court of competent jurisdiction, to be contrary to the Constitution of Law of the State of Oklahoma, such finding shall not invalidate the remaining provisions of this agreement if the same shall permit completion of work set forth in this contract. Venue for any action to construe or

have enforced any provision of this agreement shall be in District Court of Oklahoma County, State of Oklahoma.

## **SECTION 22: NOTICE**

All notices, demands requests or other communications which may be or are required to be given, served or sent by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or sent:

If intended for the DEPARTMENT, by mailing by first class mail, by registered or certified mail, with postage prepaid, addressed to:

Office of Mobility & Public Transit Division  
Department of Transportation  
200 N.E. 21<sup>st</sup> Street Room, D-1  
Oklahoma City, OK 73105-3204

If intended for the AGENCY, by mailing by first class mail, by registered or certified mail, with postage prepaid, addressed to:

City of Norman  
P.O. BOX 370  
Norman, OK 73070

**EXECUTION OF AGREEMENT**

IN WITNESS HEREOF, the CONTRACTOR has executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2021; and the DEPARTMENT has executed this Agreement on \_\_\_\_\_.

**FOR THE AGENCY**

City of Norman

\_\_\_\_\_  
Breea Clark  
Mayor

\_\_\_\_\_  
Federal Tax I. D. Number

State of: OKLAHOMA ) ss:  
County of: CLEVELAND )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration Date

AFFIX SEAL

\_\_\_\_\_  
Commission Number

**FOR THE DEPARTMENT**

STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION

REVIEWED AND RECOMMENDED  
FOR APPROVAL

APPROVED AS TO FORM

\_\_\_\_\_  
Jared Schwennesen, Div. Manager Date  
Office of Mobility and Public Transit

\_\_\_\_\_  
David Miley Date  
Assistant General Counsel

\_\_\_\_\_  
Rick Johnson Date  
Director of Capital Programs

\_\_\_\_\_  
Dawn Sullivan Date  
Deputy Director



State of Oklahoma  
Department of Central Services  
Central Purchasing Division

Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: \_\_\_\_\_

Supplier Legal Name: City of Norman

**SECTION I [74 O.S. Section 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above-named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. Section 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

☒ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Breea Clark  
Printed Name

\_\_\_\_\_  
405-876-9216  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
mayor@normanok.gov  
Email

# STATUS VERIFICATION SYSTEM AFFIDAVIT

STATE OF: OKLAHOMA )  
COUNTY OF: CLEVELAND ) SS:  
Print County

I, \_\_\_\_\_, of lawful age, and having been first duly sworn, on oath states:  
Print Name

1. That I am the agent authorized by the AGENCY to submit the attached Agreement to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the Agreement to which this statement is attached and have been personally and directly involved in the procurement of this Agreement.
2. That the AGENCY has registered and fully participates in the Status Verification System, as required by Title 25 O.S. Section 131 3(B)( 1), to verify the work eligibility status of all new employees of the AGENCY.

**FURTHER AFFIANT SAITH NOT.**

AFFIANT

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Notary Public

Commission Expiration Date

AFFIX SEAL

Commission Number



**File Attachments for Item:**

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A CONTRACT K-2122-67 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DOWNEY CONTRACTING, L.L.C. FOR CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES IN THE AMOUNT OF \$10,000 PLUS A CONSTRUCTION MANAGEMENT FEE EQUAL TO 8 PERCENT OF COST OF CONSTRUCTION FOR THE MISTY LAKE DAM REPAIR AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

### Item 21

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**MEETING DATE:** 10/12/2021

**REQUESTER:** Brandon Brooks, Staff Engineer

**PRESENTER:** Shawn O'Leary, Director of Public Works

**TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A CONTRACT K-2122-67 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DOWNEY CONTRACTING, L.L.C. FOR CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES IN THE AMOUNT OF \$10,000 PLUS A CONSTRUCTION MANAGEMENT FEE EQUAL TO 8 PERCENT OF COST OF CONSTRUCTION FOR THE MISTY LAKE DAM REPAIR AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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#### BACKGROUND:

A Participation Agreement, as amended, currently exists between Summit Lakes, L.L.C. ("Developer"), Summit Lakes POA ("Summit Lakes"), and the Summit Lake Villas POA ("Villas") to perform certain engineering repairs to the Misty Lake Dam. The Summit Lakes and Villas Additions are located between 24<sup>th</sup> Avenue SE and 36<sup>th</sup> Avenue SE on Alameda Street. At the time City Council approved the Participation Agreement, the Summit Lakes Addition was platted into ten different sections comprising 542 lots and the Summit Villas Addition is platted into 66 lots. The Summit Lakes Addition also included a proposed Section 11 that would contain 69 lots.

There are seven lakes within the Additions that function as a storm water drainage system: Misty Lake, Heron Lake, Drake Lake, Hidden Lake, Willow Lake, StarCrest Lake, and Secret Lake. All of these improvements and amenities are currently owned, managed, maintained, and controlled by one or both of the Summit Lakes Property Owners Association and the Summit Villas Property Owners Association.

On March 16, 2011, the Summit Lakes Property Owners Association was notified by the Oklahoma Water Resource Board (OWRB) that the dam associated with Misty Lake was being reclassified as a "high hazard" dam due to the potential downstream impacts on Alameda Street and nearby homes in event of a failure of the dam.

On March 20, 2015, the Oklahoma Water Resource Board (OWRB) issued an emergency order and set an administrative hearing on April 14, 2015 due to the dangerous condition of the dam. Subsequent to the hearing, the OWRB issued a Consent Order on July 8, 2015 requiring the

Summit Lakes Property Owners Association to lower the lake level three feet below the emergency spillway and maintain that level until the dam was repaired. The Consent Order also required the Summit Lakes Property Owners Association to prepare and submit engineering plans and to make repairs as specified in the engineering plans. The engineering plans were completed and the cost of necessary repairs was estimated to be within the range of \$595,000 to \$700,000.

Due to the significant cost of the necessary repairs, the two Property Owners Associations were unable to fund the repairs. They reached out to the Developer of the Additions, Summit Lakes, LLC, and the City of Norman for assistance. At that time, the parties began discussing options to resolve the issue. City Council met on this topic in a Study Session on December 6, 2016 and in Executive Session on January 24, 2017, May 9, 2017, and June 13, 2017. The parties ultimately came to an agreement on a proposed Participation Agreement for the Misty Lake Dam Repair Project, adopted in June 2017.

The Summit Lakes Property Owners Association and the Summit Villas Property Owners Association ultimately offered to participate through a pro rata lot assessment assuming such an assessment is approved by the members of the respective property owners' associations. Per the original contract terms, the Developer, Summit Lakes LLC, offered to contribute a cash payment toward the repair project as well as agreeing to assess the future Section 11 lots at the same rate as the lots assessed by the POAs.

The City of Norman Stormwater Master Plan recommends public and private participation in order to assure that necessary maintenance to key stormwater infrastructure occurs, especially in cases where property owners' associations are unable to perform such functions. The City is also responsible for two other high hazard dams located in the City of Norman by virtue of ownership (Hall Park Dam) or lease obligation (Sutton Lake Dam). Repair and maintenance of the Misty Lake Dam is important to adequately address storm water retention and runoff concerns that could impact citizens of Norman who live in either of the Summit Lakes Additions as well as other citizens of Norman who may be impacted by a failure of the Misty Lake Dam and effects on surrounding infrastructure improvements. For these reasons, under the terms of the Agreement, the City agreed to accept permanent ownership and maintenance of the Misty Lake Dam following completion of the repair project. In addition, the City agreed to assist in collection of assessment to property owners through the regular utility billing processes and remit the same to the lender financing the repairs. This collection process is similar to an Agreement approved by Council earlier in 2017 for the Cedar Lakes subdivision that was also having a dam safety issue.

Engineering plans have been completed by Cardinal Engineering detailing the scope of the required repairs. In accordance with the original adopted agreement, once the necessary engineering documents are completed and the estimated amount of funds are delivered to the City, the City will administer construction of the dam repairs as a public construction project through the Oklahoma Competitive Bidding Act. The successful bidder will be required to submit bonds covering the repairs. The City will also provide construction oversight at the City's cost.

Additionally, the original agreement provided that the City would not let the improvement project for a competitive bidding process until the POAs, in accordance with their covenants, approve the transfer of Misty Lake Dam to the City and approve the assessments for the repair costs in

an amount not-to-exceed the amount of the revised engineering estimate less the Developer's contributions. As originally envisioned, the City would begin to collect the assessments through the City's utility billing process upon completion of construction and will charge an administrative fee of \$1 per month per lot. The POAs repayment terms were to be negotiated with a private lender. Since the adoption of the original agreement, the POAs have assessed their membership and are prepared to either directly fund or have secured loans for their share of the improvement cost.

On January 1, 2021, City Council approved Amendment No. 1 to the original Participation Agreement, Contract K-1617-137 which did the following:

- 1) It changed the timing of payment to the City for the construction contract from prior to bidding to prior to contract award and requires these funds to be held in a separate account for this purpose;
- 2) It set forth the Developer's agreement to deliver the funds for project costs attributable to the unsold Section 11 lots at the time all other construction funds are delivered to the City by the POAs;
- 3) It stated the parties' intentions to move forward with a Construction Manager at Risk ("CMaR") form contract, as municipalities are allowed to proceed under Oklahoma law and the Competitive Bidding Act; and
- 4) It provided a process whereby unforeseen cost overages are identified, discussed and funded by the parties in the context of the CMaR contractual relationship.

As set out in the original agreement, the POAs will transfer drainage and access easements as necessary relative to the common areas to the City of Norman without cost to the City. Following completion of construction, the drainage and access easements shall be for Misty Lake Dam maintenance and repair purposes and will not include a right of general public access to the dam for recreational purposes. The City will use these easements to perform dam safety inspections; preparing annual reports to OWRB relative to the high hazard dam structure; and tree removal or other such repairs necessary to maintain the structural integrity of the dam as well as for completion of the initial repairs. However, the POAs will retain all responsibility for mowing, sidewalks, litter control, and all other improvements that are not integral to the structure of the dam.

Since City Council's approval of the first amendment of the Participation Agreement, and on May 20, 2021, Staff requested and received a renewed approval letter from OWRB for the Construction/Modification of Summit Lake, High Hazard Dam design plans. This approval is valid for a period of two (2) years from the date of notification.

## **DISCUSSION:**

Per the parties' amended Participation Agreement, on July 2, 2021, Staff sent out Request for Qualifications (RFQ) 2122-11 to solicit proposals for a CMaR to provide services for the Summit Lakes Dam Repair Project. On July 29, 2021 Staff received one proposal from Downey Contracting, LLC. Upon evaluation and concurrence of the CMaR review panel, which included

delegates from the Developer, Summit Lakes, and Villas, on August 26, 2021, Staff sent out a notice to negotiate the bid administration and CMaR fee for the Summit Lakes Dam Repair Project. On September 7, 2021, Staff received a proposal from Downey Contracting, LLC, requesting a bid administration fee of \$10,000.00 and a CMaR fee of 8% of the total construction cost. Staff has determined that given the cost of the engineer's estimate, this proposal is reasonable and in line with industry prices. Staff has completed negotiations with Downey and is prepared to submit K-2122-67 for review and approval.

In early October 2021, the City received payments totaling \$567,470 from the other members of the Participation Agreement. These funds were deposited into revenue account Donations-Organizations (509-363373). This amount will need to be appropriated into the Misty Lake Dam Repair Project Construction Account (50596666-426101, DR0065).

**RECOMMENDATION 1:**

Staff recommends that Contract K-2122-67 with Downey Contracting, L.L.C. for Construction Manager at Risk services for the Misty Lake Dam Repair, in the amount of \$10,000 be approved.

**RECOMMENDATION 2:**

Staff recommends appropriation of \$567,470 from revenue account Donations-Organizations (509-363373) to the Misty Lake Dam Repair Project Construction Account (50596666-46101).



**AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES  
MISTY LAKE DAM REPAIR**

THIS AGREEMENT is entered into between The City of Norman, Oklahoma and the Norman Municipal Authority (collectively the "CITY") and DOWNEY CONTRACTING, LLC ("Construction Manager") for the following reasons:

1. The CITY previously entered into Contract No. K-1617-137 with the Summit Lakes POA, the Summit Lake Villas POA, and Summit Lakes, LLC relating to the repair and ongoing maintenance of the Misty Lake Dam; and,
2. The CITY is now proceeding with the construction of engineered repairs to the Misty Lake Dam according to those certain engineering plans that were referenced, incorporated, and created as a result of Contract No. K-1617-137 all amendments thereto (the PROJECT);
3. According to Contract No. K-1617-137, and the amendments thereto, the CITY is also separately contracting with Parkhill, Smith & Cooper, Inc. ("Parkhill") for the provision of construction oversight and related services, as set forth in that separate agreement to which Construction Manager is not a party; and
4. The Construction Manager has responded to the CITY's RFQ No. 2122-11 dated June 30, 2021 and is prepared to provide the necessary Construction Management services.

The City and Construction Manager agree as set forth below:

**ARTICLE 1 GENERAL PROVISIONS**

**1.1 RELATIONSHIP OF PARTIES:** The Construction Manager accepts the relationship of trust and confidence established with the CITY by this Agreement, and covenants with the CITY to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Parkhill in furthering the interests of the CITY. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the CITY. The CITY shall endeavor to promote harmony and cooperation among the CITY, Parkhill, Construction Manager and other persons or entities employed by the CITY for the Project.

**1.2 GENERAL CONDITIONS:** For the Construction Phase, the General Conditions of the contract shall be the City of Norman General Provisions Document, which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceeds concurrently, the City of Norman General Provisions Document shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Contractor" as used in the City of Norman General Provisions Document shall mean the Construction Manager. The term "Owner" as used in the City of Norman General Provisions Document shall mean the CITY, and the term "Consultant" as used in the City of Norman General Provisions shall mean Parkhill.

**1.3 RULES AND PROCEDURES:** The Contractor shall follow the current adopted Rules and procedures established by the State of Oklahoma to ensure compliance with state statutes.

**1.4 CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement (including but limited to those certain engineering plans referenced, incorporated into or created as a result of K-1617-137 and any amendments thereto), and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the CITY's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Parkhill and furnished by the CITY, if any, as described in Section 2.2. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

## **ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Phase services. If the CITY and Construction Manager agree, after consultation with the Parkhill, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

### **2.1 PRECONSTRUCTION PHASE – PHASE ONE SERVICES**

**2.1.1 PRELIMINARY EVALUATION:** The Construction Manager shall provide a preliminary evaluation of the CITY's program and Project budget requirements, each in terms of the other.

**2.1.2 CONSULTATION:** The Construction Manager shall schedule and attend meetings as necessary with the CITY, with the participation of Parkhill at the CITY's discretion. The Construction Manager shall consult with the CITY, and as necessary with Parkhill, regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

**2.1.3 PRELIMINARY PROJECT SCHEDULE:** When Project requirements described in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Parkhill's review and the CITY's approval. The Construction Manager shall obtain the Parkhill's approval of the portion of the preliminary Project schedule relating to the performance of the Parkhill's services. The

Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the CITY, Parkhill and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, CITY's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the CITY and Parkhill.

**2.1.4 PHASED CONSTRUCTION:** The Construction Manager acknowledges that the Project has been engineered for single-phase construction, according to those engineering plans already completed by Cardinal Engineering, now Parkhill, for the Work, and which have been previously provided to Construction Manager by CITY. The Construction Manager shall make appropriate recommendations to the CITY and Parkhill in the case that single-phase construction is not believed to be the most efficient or cost-effective method of proceeding with Project construction.

#### **2.1.5 PRELIMINARY COST ESTIMATES**

**2.1.5.1** Within two weeks of the execution of this Agreement, the Construction Manager shall prepare, for the review of the Parkhill and approval of the CITY, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques based upon the completed Parkhill Contract Documents.

**2.1.5.2** Parkhill has previously provided the CITY with an estimate resulting in a CITY project budget of \$547,470.00, including contingency.

**2.1.5.3** If any estimate submitted to the CITY by Construction Manager exceeds previously approved estimates or the CITY's budget, the Construction Manager shall make appropriate recommendations to the CITY and Parkhill.

**2.1.6 SUBCONTRACTORS AND SUPPLIERS:** The Construction Manager shall seek to develop subcontractor interest in the Project. Subcontractors and suppliers shall be selected and contracts let in strict accordance with the provisions of the Oklahoma Public Competitive Bidding Act, 61 O.S. § 101, et seq. (the "Act"). The Construction Manager represents and warrants to the CITY that: (1) the Construction Manager has sufficient experience with the requirements of the Act to effectively and efficiently solicit and receive bids from potential Subcontractors; (2) the Construction Manager will review all proposed contract documents, bidding materials, including bid notices, and bids received from potential Subcontractors for compliance with the Act; and (3) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the Act. Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that trade scope of work. All bids shall be made and received in accordance with the provisions of the Act.

**2.1.7 LONG-LEAD-TIME ITEMS:** The Construction Manager shall recommend to the CITY and Parkhill a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the CITY, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the CITY's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the CITY to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

**2.1.8 EXTENT OF RESPONSIBILITY:** The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the CITY and the CITY's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Parkhill and CITY in writing.

**2.1.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION:** The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

## **2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME**

**2.2.1** When the Drawings and Specifications are sufficiently complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies sufficient to not result in change orders and as described in Section 2.2.3, the General Conditions, and the Construction Manager's Fee.

**2.2.2** The Guaranteed Maximum Price proposal shall include the Project contingency, a sum established by the CITY for the CITY's exclusive use to cover costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order. The CITY and the Construction Manager acknowledge that the Project contingency is included in the Guaranteed Maximum Price proposal for costs, which have not been taken into precise account in the establishment of the Guaranteed Maximum Price, including, but not limited to those resulting from:

- (1) scope gaps between Subcontractors;
- (2) costs due to Subcontractor failure that are not paid under applicable bonds or subcontractor default insurance;
- (3) excess costs due to major weather events;

- (4) damage to the Work not recoverable from another party or insurance policy; or
- (5) any other increase in the Cost of Work due to an unforeseen event or occurrence that is not under the Construction Manager's control.

The Project contingency may be applied by the Construction Manager to any item of cost described above or as defined by the Cost of the Work without the necessity of a modification, without constituting a change in the Work, and without resulting in any change in the Guaranteed Maximum Price. The Construction Manager shall advise Parkhill and the CITY in writing and acquire written acceptance prior to applying a part of the Project contingency as allowed by the Contract Documents.

**2.2.3 BASIS OF GUARANTEED MAXIMUM PRICE:** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

**2.2.3.1** A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.

**2.2.3.2** A list of allowances and a statement of their basis.

**2.2.3.3** A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.

**2.2.3.4** The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the Guaranteed Maximum Price.

**2.2.3.5** The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

**2.2.3.6** A date by which the CITY must accept the Guaranteed Maximum Price.

**2.2.4** The Construction Manager shall meet with the CITY and Parkhill to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the CITY or Parkhill discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**2.2.5** Unless the CITY accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager.

**2.2.6** Prior to the CITY's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost



to be reimbursed as part of the Cost of the Work, except as the CITY may specifically authorize in writing.

**2.2.7** Upon acceptance by the CITY of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

**2.2.8** The CITY may authorize, instruct or otherwise cause Parkhill to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1, if any. Such revised Drawings and Specifications, if any, shall be furnished to the Construction Manager in accordance with schedules agreed to by the CITY, Parkhill and Construction Manager. The Construction Manager shall promptly notify Parkhill and CITY if such revised Drawings and Specifications, if any, are inconsistent with the agreed-upon assumptions and clarifications.

**2.2.9** The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established. The CITY may request that the Construction Manager assist with reviewing subcontractor invoices to verify that purchases are for the Project.

## **2.3 CONSTRUCTION PHASE – PHASE TWO SERVICES**

**2.3.1 GENERAL:** The Construction Phase shall commence on the CITY's acceptance of the Guaranteed Maximum Price proposal and the issuance of a Notice to Proceed or Work Order.

### **2.3.2 ADMINISTRATION**

**2.3.2.1** The Construction Manager shall solicit bids for all portions of the Work including portions that the Construction Manager customarily performs with the Construction Manager's own personnel. The Construction Manager shall solicit bids from subcontractors and from suppliers of materials or equipment fabricated especially for the Work in accordance with the mandatory provisions of the Act.

**2.3.2.2** If the Guaranteed Maximum Price has been established and a specific bidder (1) is recommended to the CITY by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the CITY requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the CITY by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the CITY.

**2.3.2.3** Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.8.

**2.3.2.4** After all the subcontracts are awarded, the CITY and the Construction Manager may agree to convert the Guaranteed Maximum Price to a Lump Sum Price.

**2.3.2.5** The Construction Manager shall schedule and conduct meetings at which the CITY, Parkhill, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

**2.3.2.6** Promptly after the CITY's acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a schedule in accordance with the City of Norman General Provisions Document, including the CITY's occupancy requirements.

**2.3.2.7** The Construction Manager shall provide monthly written reports to the CITY and Parkhill on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the CITY may reasonably require. The log shall be available to the CITY and Parkhill.

**2.3.2.8** The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the CITY and Parkhill at regular intervals.

**2.3.2.9.** Notwithstanding any other provisions in this Agreement, including the City of Norman General Provisions:

(1) The Construction Manager shall present all requests for change in orders to the CITY in writing including the following information:

(a) the specific change in the CMAR contract and/or GMP Amendment, including, without limitation: (i) modifications of the description, amount or timing of the work to be performed; (ii) modifications of the manner in which the work will be performed; (iii) modifications of the description, specifications, or amount of the materials to be supplied or utilized and (iv) provisions for additional goods and services;

(b) the GMP established in the GMP amendment; and

(c) the adjustment, if any to the time allowed by the CMAR contract for the CMAR to fulfill its obligations under the CMAR Contract;

AND

(2) The Construction Manager shall not commence any work implicated by a requested Change Order without the written permission of CITY except where emergencies endangering life or property are involved, and as set forth further within the City of Norman General Provisions.

**2.4 PROFESSIONAL SERVICES:** Section 4, "Administration of the Contract", of the City of Norman General Provisions Document shall apply to both the Preconstruction and Construction Phases.

**2.5 HAZARDOUS MATERIALS:** Section 10 of the City of Norman General Provisions Document shall apply to both the Preconstruction and Construction Phases.

### **ARTICLE 3 CITY'S RESPONSIBILITIES**

#### **3.1 INFORMATION AND SERVICES**

**3.1.1** The CITY shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the CITY's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

**3.1.2 Reserved.**

**3.1.3** The CITY shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Parkhill, which shall include contingencies for changes in the Work and other costs which are the responsibility of the CITY.

**3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS:** In the Preconstruction Phase, the CITY shall furnish the following with reasonable promptness and at the CITY's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Sections 3.1.4.1 through 3.1.4.4 but shall exercise customary precautions relating to the performance of the Work.

**3.1.4.1** All currently available reports, surveys, drawings and tests concerning the conditions of the site.

**3.1.4.2** Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

**3.1.4.3** The services of a geotechnical engineer when such services are requested by the Construction Manager, and reasonably required for the scope of the Project. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

**3.1.4.4** Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

**3.1.4.5** The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

**3.2 CITY'S DESIGNATED REPRESENTATIVE:** The CITY shall designate in writing a representative who shall have express authority to bind the CITY with respect to all matters requiring the CITY's approval or authorization. This representative shall have the authority to make decisions on behalf of the CITY concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in the City of Norman General Provisions Document, Parkhill does not have such authority.

**3.3 PARKHILL:** The CITY shall retain a Parkhill to provide Basic Services, including normal engineering and construction management services, other than cost estimating services, requested by the Construction Manager which must necessarily be provided by the Parkhill for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the CITY, Parkhill and Construction Manager. Upon request of the Construction Manager, the CITY shall furnish to the Construction Manager a copy of the CITY's Agreement with the Parkhill, from which compensation provisions may be deleted.

**3.4 LEGAL REQUIREMENTS:** The CITY shall determine and advise the Parkhill and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The CITY shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

#### **ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

The CITY shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

**4.1 COMPENSATION:** For the services described in Sections 2.1 and 2.2, the Construction Manager's compensation shall be calculated as follows:

**4.1.1 Pre-Construction Services:** *(insert method and amount, use multiple entries if necessary):*

**Lump sum \$10,000.00 for all Pre-Construction Activities relating to the scope of the Project.**

**4.2 PAYMENTS:** Payments shall be made monthly following presentation of the Construction Manager's invoice and shall be in proportion to services performed.

Payments are due and payable thirty (30) days from the date the Construction Manager's invoice is received by the CITY. Amounts unpaid after the date on which payment is due shall bear interest in accordance with Section 41.4b of Title 62 of the Oklahoma Statutes.

## **ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

The CITY shall compensate the Construction Manager for Construction Phase services as follows:

**5.1 COMPENSATION:** For the Construction Manager's performance of the Work as described in Section 2.3, the CITY shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 7 and the Construction Manager's Fee determined as follows:

### **5.1.1 Construction Services:**

**8.00% of the total Guaranteed Maximum Price**

### **5.1.2 General Conditions (Reimbursable Costs):** Refer to Attachment.

The CITY and Construction Manager have agreed to a "General Conditions" cost that shall be included in the Guaranteed Maximum Price as part of the Cost of the Work, and shall include all costs of Construction Manager's supervisory and administrative personnel including all associated costs of insurance, taxes, benefits, vehicle allowances, cell phones, radios, telecommunications, computers, software, other miscellaneous office costs, office trailer rental, office utilities, and any other costs required to maintain a construction office on-site for a monthly lump sum amount of To be Determined in GMP Amendment for the To be Determined in GMP Amendment month duration of the Project through Final Completion. The monthly lump sum amount may be prorated for part of a calendar month at the commencement of construction and applied accordingly should the Project Schedule be impacted beyond the Construction Manager's control.

**5.2 GUARANTEED MAXIMUM PRICE:** The sum of the Cost of the Work, General Conditions, and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the CITY.

## **5.3 CHANGES IN THE WORK**

**5.3.1** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 may be determined by any of the methods listed in the City of Norman General Provisions Document.

**5.3.2** In calculating adjustments to subcontracts (except those awarded with the CITY's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in the City of Norman General Provisions Document and the terms "costs" and "a reasonable allowance for overhead and profit" as used in the City of Norman General Provisions Document shall have the meanings



assigned to them in that document and shall not be modified by this Article 5. Adjustments to subcontracts awarded with the CITY's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**5.3.3** In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of the City of Norman General Provisions Document shall mean the Cost of the Work as defined in Article 6 of this Agreement, and the term "and a reasonable allowance for overhead and profit" shall mean the Construction Manager's Fee as defined in Section 5.1.1 of this Agreement.

**5.3.4** If no specific provision is made in Section 5.1.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.1 will cause substantial inequity to the CITY or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

**5.3.5** Prior to the beginning of the Construction Phase, all parties will agree to the percent markup for Overhead and Profit, to be implemented in the event there are changes to the work

Amendment No. 1 may be determined by any of the methods listed in the City of Norman General Provisions Document.

## **ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **6.1 COSTS TO BE REIMBURSED**

**6.1.1** The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the CITY. The Cost of the Work shall include only the items set forth in this Article 6.

#### **6.1.2 LABOR COSTS**

**6.1.2.1** Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the CITY's written agreement, at off-site workshops.

**6.1.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel are included in the General Conditions and shall not be charged separately as part of labor costs.

**6.1.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work are included in the General Conditions and shall not be charged separately as part of labor costs.

**6.1.2.4** Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements,

and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.2.1 through 6.1.2.3.

**6.1.3 SUBCONTRACT AND SELF-PERFORM COSTS:** Payments are due or made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts awarded pursuant to the Act and payments due to the Construction Manager for any self-performed portions of the Work.

**6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION**

**6.1.4.1** Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

**6.1.4.2** Costs of materials described in the preceding Section 6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the CITY at the completion of the Work or, at the CITY's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the CITY as a deduction from the Cost of the Work.

**6.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS**

**6.1.5.1** Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.

**6.1.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be one hundred percent (100%) of current edition of the "AED Green Book" standard rates for company owned equipment and actual charges for rented equipment from outside sources.

**6.1.5.3** Costs of removal of debris from the site and its proper and legal disposal.

**6.1.5.4** Reproduction costs within the Construction Manager's office on site, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office

are included in the monthly General Conditions costs and shall not be charged separately as part of temporary facilities costs.

**6.1.5.5** That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

**6.1.5.6** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the CITY's prior approval.

#### **6.1.6 MISCELLANEOUS COSTS**

**6.1.6.1** That portion directly attributable to this Contract of premiums for insurance and bonds at fixed rates agreed to by the CITY. Self-insurance for either the full or partial amounts of the coverages required by the Contract Documents, with the CITY's prior approval.

**6.1.6.2** Sales, use or similar taxes imposed by a governmental authority which are related to any portion of the Work that is not subject to the CITY's tax status and for which the Construction Manager is liable.

**6.1.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

**6.1.6.4** Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.8.2.

**6.1.6.5** Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the CITY's consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of the City of Norman General Provisions Document or other provisions of the Contract Documents.

**6.1.6.6** Data processing costs related to the Work.

**6.1.6.7** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the CITY set forth in this Agreement.

**6.1.6.8** Legal, mediation and arbitration costs, other than those arising from disputes between the CITY and Construction Manager, reasonably incurred by the Construction Manager in

the performance of the Work and with the CITY's written permission, which permission shall not be unreasonably withheld.

**6.1.7 OTHER COSTS:** Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the CITY.

**6.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK:** The Cost of the Work shall also include costs described in Section 6.1.1 which are incurred by the Construction Manager:

**6.1.8.1** In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in the City of Norman General Provisions Document.

**6.1.8.2** In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the CITY set forth in this agreement of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

**6.1.9** The costs described in Sections 6.1.1 through 6.1.8 shall be included in the Cost of the Work notwithstanding any provision of the City of Norman General Provisions Document.

**6.1.10** Other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

**6.2 COSTS NOT TO BE REIMBURSED:** The Cost of the Work shall not include:

**6.2.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Sections 6.1.2.2 and 6.1.2.3.

**6.2.2** Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Section 6.1.

**6.2.3** Overhead and general expenses, except as may be expressly included in Section 6.1.

**6.2.4** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

**6.2.5** Rental costs of machinery and equipment, except as specifically provided in Section 6.1.5.2.

**6.2.6** Except as provided in Section 6.1.8.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the CITY set forth in this Agreement.

**6.2.7** Except as provided in Section 6.1.7, any cost not specifically and expressly described in Section 6.1.

**6.2.8** Costs which would cause the Guaranteed Maximum Price to be exceeded, unless mutually agreed upon based on change in scope

### **6.3 DISCOUNTS, REBATES AND REFUNDS**

**6.3.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the CITY if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the CITY, or (2) the CITY has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the CITY, and the Construction Manager shall make provisions so that they can be secured.

**6.3.2** Amounts which accrue to the CITY in accordance with the provisions of Section 6.3.1 shall be credited to the CITY as a deduction from the Cost of the Work.

### **6.4 ACCOUNTING RECORDS AND AUDITS**

**6.4.1** The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the CITY. The CITY and the CITY's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

**6.4.2** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the CITY and subject to execution of a mutually acceptable non-disclosure agreement by the Construction Manager, the CITY and the CITY's auditors, the Construction Manager agrees any pertinent City, State, or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. If an audit, litigation, or other action involving such records, are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later. The CITY agrees that (i) lump sum amounts for General Conditions, lump sum amounts for self-perform work, Construction Manager's Lump Sum Price (if the Guaranteed Maximum Price is converted to a Lump Sum Price), subcontractor lump subcontract amounts, rates, multipliers and other fixed percentages and amounts it has agreed that the Construction Manager may charge as a Cost of the Work are subject to the CITY's audit rights only for the CITY to confirm that such lump sum amounts, rates, multipliers, percentages or amounts have been charged by the Construction Manager in accordance with the Contract



Documents, and (ii) the composition of such rates, multipliers, percentages or amounts is not subject to audit by the CITY or the CITY's auditors.

## **ARTICLE 7 CONSTRUCTION PHASE**

### **7.1 PROGRESS PAYMENTS**

**7.1.1** Based upon Applications for Payment submitted to the CITY by the Construction Manager and Certificates for Payment issued by the Parkhill, the CITY shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

**7.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as a mutually agreed upon by all parties.

**7.1.3** Provided an Application for Payment is received by Parkhill not later than the first (1st) day of a month, the CITY shall make payment to the Construction Manager not later than as required by state statutes. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at a rate equal to the Wall Street Journal Prime Rate plus two percent (2%), not to exceed ten percent (10%) per annum.

**7.1.4** Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Parkhill or CITY may require. This schedule, unless objected to by Parkhill or the CITY, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**7.1.5** Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**7.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**7.1.6.1** Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the CITY of changes in the Work, amounts not in dispute may be included as provided in the City of Norman General

Provisions Document even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

**7.1.6.2** Add that portion of the Lump Sum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the CITY, suitably stored off the site at a location agreed upon in writing.

**7.1.6.3** Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.

**7.1.6.4** Subtract the aggregate of previous payments made by the CITY.

**7.1.6.5** Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the CITY's accountants in such documentation.

**7.1.6.6** Subtract amounts, if any, for which Parkhill has withheld or nullified a Certificate for Payment as provided in the City of Norman General Provisions Document.

**7.1.7** Payments to Subcontractors shall be subject to retention in accordance with the City of Norman General Provisions Document, General Conditions of the Construction Contract. The CITY and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

**7.1.8** In taking action on the Construction Manager's Applications for Payment, Parkhill shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Parkhill has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data, that the Parkhill has made exhaustive or continuous on-site inspections or that the Parkhill has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the CITY, will be performed by the CITY's accountants acting in the sole interest of the CITY.

## **7.2 FINAL PAYMENT**

**7.2.1** Final payment shall be made by the CITY to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in the City of Norman General Provisions Document, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have

been submitted by the Construction Manager and reviewed by the CITY; and (3) a final Certificate for Payment has then been issued by Parkhill and approved by the CITY; such final payment shall be made by the CITY not more than 30 days after the issuance of Parkhill's final Certificate for Payment and the CITY's approval.

**7.2.2** The amount of the final payment shall be calculated as follows:

**7.2.2.1** Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

**7.2.2.2** Subtract amounts, if any, for which Parkhill withholds, in whole or in part, a final Certificate for Payment as provided in the City of Norman General Provisions Document or other provisions of the Contract Documents.

**7.2.2.3** Subtract the aggregate of previous payments made by the CITY.

**7.2.3** The CITY will review the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Parkhill by the Construction Manager. Based upon such Cost of the Work as the CITY determines to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, Parkhill will, within seven days after the CITY's approval of the final Cost of the Work, either issue to the CITY a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and CITY in writing of Parkhill's reasons for withholding a certificate as provided in Section 9.5.1 of the City of Norman General Provisions Document. The time periods stated in this Section 7.2 supersede those stated in Section 9.4.1 of the City of Norman General Provisions Document.

**7.2.4** If the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of Parkhill. All claims of any disputed amount shall be submitted in accordance with Section 4.4 of the City of Norman General Provisions Document, and shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of a copy of Parkhill's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the CITY becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the CITY shall pay the Construction Manager the amount certified in Parkhill's final Certificate for Payment.

**7.2.5** If, subsequent to final payment and at the CITY's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2 (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the CITY shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

**ARTICLE 8 INSURANCE AND BONDS**

**8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER:** During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Section 11 of the City of Norman General Provisions Document. Such insurance shall be written for not less than the following limits, or greater if required by law:

**8.1.1** Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws.

**8.1.2** Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

Each Occurrence: \$300,000.00

General Aggregate: \$1,000,000 minimum

**8.1.2.1** The policy shall be endorsed to have the General Aggregate apply to this Project only.

**8.1.2.2** Builder's Risk Insurance

**8.1.3** Automobile Liability (owned, non-owned and hired vehicles), \$50,000/\$100,000, for bodily injury and property damage.

**8.2 BONDS**

**8.2.1** The Construction Manager shall furnish performance, statutory and maintenance bonds covering faithful performance of the Contract, payment of obligations arising thereunder and defective materials or workmanship. Bonds shall be included in the Cost of the Work. The amount of each bond shall be equal to One Hundred percent (100%) of the Contract Sum. The CITY may omit the requirement for bonds for the Construction Manager, but bonds would be required for all subcontracts to meet the requirements of Title 61.

**8.2.2** The Construction Manager shall deliver the required bonds to the CITY at least three days before the commencement of any Work at the Project site.

**ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.1 DISPUTE RESOLUTION:** During both the Preconstruction and Construction Phases, Claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in the City of Norman General Provisions Document.

**9.2 OTHER PROVISIONS**

**9.2.1** Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the City of Norman General Provisions Document, *General Conditions of the Contract for Construction*.

**9.2.2 EXTENT OF CONTRACT:** This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the CITY and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

**9.2.3 CITYSHIP AND USE OF DOCUMENTS:** Article 1.3 of the City of Norman General Provisions Document shall apply to both the Preconstruction and Construction Phases.

**9.2.4 GOVERNING LAW:** The Contract shall be governed by the laws of the State of Oklahoma.

**9.2.4.1** The Construction Manager certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**9.2.5 ASSIGNMENT:** The CITY and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.1 of the City of Norman General Provisions Document, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

## **ARTICLE 10 TERMINATION OR SUSPENSION**

### **10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE**

**10.1.1** Prior to execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the CITY may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Section 14.1.1 of the City of Norman General Provisions Document.

**10.1.2** If the CITY or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Phase Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.1.

**10.1.3** If the CITY or Construction Manager terminates this Contract pursuant to this Section 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Section 10.1.2, be paid an amount calculated as follows:

**10.1.3.1** Take the Cost of the Work incurred by the Construction Manager.



**10.1.3.2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

**10.1.3.3** Subtract the aggregate of previous payments made by the CITY on account of the Construction Phase.

**10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE:** Subsequent to execution by both parties of Amendment No. 1, the Contract may be terminated as provided in the City of Norman General Provisions Document, attached.

**10.2.1** In the event of such termination by the CITY, the amount payable to the Construction Manager pursuant to Section 14.1.3 of the City of Norman General Provisions Document shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

**10.2.2** In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.1.3 of the City of Norman General Provisions Document shall not exceed the amount the Construction Manager would have been entitled to receive under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

**10.3 SUSPENSION:** The Work may be suspended by the CITY as provided in Article 14 of the City of Norman General Provisions Document; in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Section 14.3.2 of the City of Norman General Provisions Document except that the term "cost of performance of the Contract" in that Section shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1.1 and 5.3.4 of this Agreement.

The CITY shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the CITY, for any equipment owned by the Construction Manager which the CITY elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the CITY elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the CITY may require for the purpose of fully vesting in the CITY the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the CITY's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the CITY as described above. If the CITY accepts such assignment, the CITY shall reimburse or indemnify the Construction Manager with respect to all

City of Norman  
Contract No.: K-2122-\_\_

costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the CITY elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement and the CITY shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

#### **ARTICLE 11 OTHER CONDITIONS AND SERVICES**

**11.1** Other Documents, if any, forming part of the Contract Documents, are as follows:

- Notice to Proceed/Work Order**
- City of Norman General Provisions/Conditions**
- Contract Documents including engineering for Misty Lake Dam Project by the Cardinal Engineering, now Parkhill**
- Tax Exempt and CITY Direct Pay Documents from the City of Norman**
- Materials and Documents Submitted by Downey**

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City of Norman  
Contract No.: K-2122-\_\_

IN WITNESS WHEREOF, CITY and PARKHILL ENGINEERING, INC. have executed this AGREEMENT.

DATED this \_\_th day of \_\_\_\_\_, 2021.

("CITY")

THE CITY OF NORMAN

NORMAN MUNICIPAL AUTHORITY

\_\_\_\_\_  
Breea Clark, Mayor

\_\_\_\_\_  
Breea Clark, Chair

ATTEST \_\_\_\_\_  
Brenda Hall, City Clerk

ATTEST: \_\_\_\_\_  
Brenda Hall, Secretary

Approved as to form and legality this 7 day of Oct 2021.

Elizabeth Ilvick  
City Attorney

("CONSTRUCTION MANAGER")

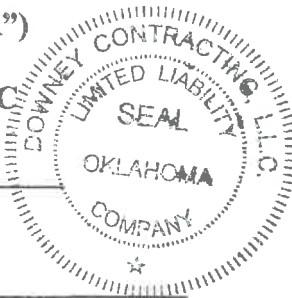
DOWNEY CONTRACTING, LLC

Brandon Downey  
Printed: Brandon Downey

Manager \_\_\_\_\_  
Title

ATTEST: Stacy Kye

Witness \_\_\_\_\_  
Title



## CITY OF NORMAN GENERAL PROVISIONS

### SECTION I – GENERAL PROVISIONS

A. Definitions. When used herein, the terms below shall have the following definitions:

1. "The Consultant" shall mean the person lawfully licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Consultant" means the Consultant or the Consultant's authorized representative.
2. "The Contract Documents" shall mean the Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, Addenda issued prior to execution of the Contract, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, this agreement between the Owner and the Contractor (hereinafter called "the Contract"), other documents listed in the Contract, and any Change Orders or Contract Amendments issued after execution of the Contract.
3. "The Contract Time" is the period of time, including authorized adjustments by Change Order, allotted in the Contract Documents for Substantial Completion of Work.
4. "Critical Path" shall mean the sequential construction tasks (each of a particular duration) that results in the least amount of time required to complete a project.
5. "The Date of Commencement" shall mean the date established in the Notice to Proceed. The date shall not be postponed by the failure of the acts of the Contractor or of persons or entities for whom the Contractor is responsible.
6. "The Date of Substantial Completion" shall mean the date certified by the Consultant and approved by the Owner in accordance with Section IX(G).
7. "The Drawings" shall mean the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, and includes plans, elevations, sections, details, schedules, diagrams and drawing notes.
8. "The Project" shall mean the total construction of which the Work performed under the Contract Drawings and may be the whole or a part and include construction by the Owner or by separate contractors.
9. "The Specifications" shall mean those documents located in the Project Manual and are that portion of the Contract Documents consisting of the written requirements for

materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services. Where there is a discrepancy between the Drawings and the Specifications, the Specifications will take precedence. Such discrepancies shall be brought to the attention of the Consultant before execution of any work related to the discrepancies.

10. "A Subcontractor" is a person or entity who has a direct contract with the Contractor to perform a portion of the Work on the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.
11. "Substantial Completion" shall mean the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
12. "The Work" shall mean the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**B. Execution, Correlation and Intent.**

1. The Contract Documents shall be executed by authorized representatives of the Owner and the Contractor.
2. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents are reasonably inferable from them as being necessary to produce the intended results.
4. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.



5. Unless otherwise stated in the Contract Documents, words which have well known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

C. Ownership and Use of Drawings, Specifications and Other Documents.

1. The Drawings, Specifications and other documents prepared by the Consultant are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Consultant. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Consultant, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents appropriate to and for use in the execution of their Work under the Contract Documents.
2. The Contractor shall provide all copies of the Drawings and Project Manuals required to complete the Work. The Owner will provide an electronic copy of the documents to the reproduction company for printing purposes.

## SECTION II – THE OWNER

- A. Owner's Right to Alter Specifications. The Owner may make such changes in the character of the work as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract.
- B. Owner's Right to Stop the Work. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section XII(B) or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section VI(A).

- C. **Owner's Right to Carry Out the Work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Consultant's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such payments, the Contractor shall pay the difference to the Owner.
- D. **Owner's Right to Reject Work.** The Owner shall have the authority to reject Work which does not conform to the Contract Documents.
- E. **Owner's Right to Approve Payment Applications.** The Owner shall have the right to review, evaluate and approve or reject Applications for Payment and Certificates for Payment.

### **SECTION III – THE CONTRACTOR**

- A. **Review of Contract Documents and Field Conditions.**
  - 1. The Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Consultant or Owner any errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Consultant or Owner. The Contractor shall do all work as provided in the Contract Documents and shall do such additional extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.
  - 2. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities.

Errors, inconsistencies or omissions discovered shall be reported to the Consultant before proceeding with the work.

**B. Supervision and Construction Procedures.**

1. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
3. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
4. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

**C. Labor and Materials.**

1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

- D. Warranty.** The Contractor warrants to the Owner and Consultant that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If

required by the Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

E. Taxes. The Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work or any portions thereof.

F. Permits, Fees and Notices.

1. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for permits, fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when Bids are received. Building permits from local municipalities are required for Work.
2. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.
3. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes or other applicable rules and regulations, the Contractor shall promptly notify the Consultant and Owner in writing, and necessary changes shall be accomplished by appropriate Change Order.
4. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Consultant and Owner, the Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such work.

G. Allowances.

1. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.
2. Unless otherwise provided in the Contract Documents:
  - a. Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work.
  - b. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.
  - c. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.
  - d. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order.

- H. Superintendent and Other Workers. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Contractor shall submit the name and experience qualifications of the proposed superintendents to the Owner for approval. The Consultant may demand the dismissal of any person or persons employed by the Contractor, in, about, or on the work, who shall misconduct himself or be incompetent or negligent in the proper performance of his or her duties or neglect or refuse to comply with the directions of the Consultant, and such persons shall not be employed again thereon without the written consent of the Consultant. Should the Contractor continue to employ or again employ such person or persons without the written consent of the Consultant, then the Consultant may withhold all progress payments which are, or may become due, or may suspend the work until compliance of such orders. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.
- I. Work Day: Work shall be done only during regular and commonly accepted and prescribed working hours Monday through Friday. No Work shall be done nights, Saturdays, Sundays, or legal holidays, as recognized by the City of Norman, unless the Contractor submits a written request to the Owner which requests working outside of regular working hours, or on Saturdays, Sundays, or legal holidays. The Owner will respond to each of these requests, individually. Eight (8) hours shall constitute a day's work and the Contractor shall observe all State laws and City ordinances governing hours of work.
- J. Contractor's Construction Schedules.
1. Prior to the Notice to Proceed being issued, the Contractor shall prepare and submit for the Owner's and Consultant's information a "90 Day Construction Schedule" which shall be used to monitor the progress of the Work during the first ninety (90) calendar days of the Contract. During this ninety day period, the Contractor shall prepare and submit the "Critical Path Construction Schedule" for the entire project, including the "90 Day Project Schedule", which shall be used to monitor the remainder of the Work. The overall duration of the "Construction Schedule" shall coincide with and shall not exceed the time limits specified in the Contract Documents. During construction, if the progress of the Work does not meet the "Construction Schedule" the Contractor shall revise and resubmit the schedule for the delayed activities within 21 days of any delayed activity. Resubmitted schedules shall indicate the revised times for each activity and shall not exceed the time limits specified in the Contract Documents and any approved Change Orders. Failure to resubmit the delayed activity or maintain a current "Construction Schedule" shall be considered a breach of the Contract.
  2. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Consultant.



3. Failure of the Contractor to construct the Work in accordance with the "90 Day Construction Schedule" or the "Construction Schedule" shall be considered a substantial breach of the Contract Documents and the Owner may terminate the Contract in accordance with Section 14.2. All "Float" time in the "Construction Schedule" shall be available to the Owner for the Owner's use.
4. The Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittals which is coordinated with the Contractor's "Construction Schedule" and allows the Consultant reasonable time to review submittals.

K. Documents and Samples at the Site.

1. The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Contract Documents, in good order and marked currently to record changes and selections made during construction and, in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Consultant and shall be delivered to the Consultant for submittal to the Owner upon completion of the Work.
2. Additionally, the Contractor shall maintain at the site the Drawings that have been stamped and approved by the Norman Fire Marshal. This approved set of Drawings is only for the use of the Norman Fire Marshal's office.

L. Shop Drawings, Product Data and Samples.

1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
3. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
4. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Consultant is subject to the limitations of Section IV(A)(7).
5. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or

in the activities of the Owner or of separate Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

6. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Consultant. Such Work shall be in accordance with approved submittals.
  7. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
  8. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Samples or similar submittals unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.
  9. The Contractor shall direct specific attention, in writing, or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Consultant on previous submittals.
  10. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.
  11. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- M. Use of Site. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents.
- N. Cutting and Patching
1. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
  2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor

shall not cut or otherwise alter such construction by the Owner or a separate Contractor except with written consent of the Owner and of such separate Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate Contractor the Contractor's consent to cutting or otherwise altering the Work.

O. Cleaning Up.

1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project site, all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
2. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

P. Access to Work. The Contractor shall provide the Owner and Consultant access to the Work in preparation and progress wherever located.

Q. Royalties and Patents. The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Consultant harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Consultant.

R. Indemnification.

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Consultant, Consultant's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.
2. In claims against any person or entity indemnified by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose

acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under Oklahoma's workers' compensation laws.

## SECTION IV – CONTRACT ADMINISTRATION

### A. Consultant's Administration of the Contract.

1. The Consultant will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Section XII(B). The Consultant will advise and consult with the Owner. The Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.
2. The Consultant and sub-consultants will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Consultant will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of onsite observations as an Architect or Engineer, the Consultant will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.
3. The Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Section III(B). The Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
4. Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Consultant and copy the Program Manager. Communications by and with the Consultant's consultants shall be through the Consultant. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.
5. Based on the Consultant's observations and evaluations of the Contractor's Applications for Payment, the Consultant will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

6. The Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of the Work in accordance with Section XIII(H) whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.
7. The Consultant will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities (which shall be measured according to the United States Standards Measurement at the point of delivery) or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections III(B, D and K). The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
8. When modifications to the Contract or Contract Documents are being requested, the Contractor shall prepare and submit a Change Order to the Consultant. The Work described in the approved Change Order may be started by the Contractor upon receipt of the approved "Change Order".
9. The Consultant will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
10. If the Owner and Consultant agree, the Consultant will provide one or more project representatives to assist in carrying out the Consultant's responsibilities at the site.



The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

11. The Consultant will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Consultant's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Consultant shall be furnished in compliance with this Section IV(A), then delay shall not be recognized on account of failure by the Consultant to furnish such interpretations until 15 days after written request is made for them.
12. Interpretations and decisions of the Consultant will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

#### B. Claims and Disputes.

1. **Definition.** A Claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by submitting a Change Order.
2. **Decision of Consultant.** Claims, including those alleging an error or omission by the Consultant, shall be referred initially to the Consultant for action as provided in Section IV(C). A decision by the Consultant, as provided in Section IV(C)(4) shall be required as a condition precedent to consideration by the Owner.
3. **Time Limits on Claims.** Claims must be made within 24 hours after occurrence of the event giving rise to such Claim or within 24 hours after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.
4. **Continuing Contract Performance.** Pending final resolution of a Claim, including protest, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make monthly progress payments in accordance with the Contract Documents.
5. **Waiver of Claims: Final Payment.** The making of final payment shall constitute a waiver of Claims except those arising from:
  - a. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

- b. failure of the Work to comply with the requirements of the Contract Documents; or
  - c. terms of special warranties required by the Contract Documents.
  
- 6. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the Contractor shall be given to the Consultant and Owner promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The failure by the Contractor to give such written notice of the discovered concealed or unknown condition prior to executing any additional Work shall constitute a waiver of any claim for additional compensation or time extension. Upon receipt of a written notice, the Consultant will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. Any change in the Contract Sum or Contract Time shall only be made by the execution of a Change Order. If the Consultant determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Consultant shall so notify the Owner and Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within 21 days after the Consultant has given notice of the decision.
  
- 7. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section (X)(B). If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Consultant, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Consultant, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein. Any change in the Contract Sum shall only be made by the execution of a Change Order.
  
- 8. Claims for Additional Time.
  - a. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include a description of the probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Any change in the Contract Time shall only be made by the execution of a Change Order.
  - b. Consultant and Authority must be notified of all potential claims for additional days that exceed the work days as indicated in the Authority of

Norman Office of the Purchasing Division, Invitation to Bid, and the Contract Documents thereof, within (24) hours of the occurrence of the claim, in writing, with documentation from the National Oceanic & Atmospheric Administration (NOAA) Norman/Max Westheimer site at <http://w1.weather.gov/data/obhistory/KOUN.html>. Other sources must be submitted to the Consultant and Owner, the Authority of Norman, for approval prior to use.

- c. All claims for additional time due to adverse weather conditions, e.g. the requirement of rainfall at the construction site in excess of 0.5 inches, within (8) hours of the next working day, or a minimum of 0.5 inches of rain at the beginning of work occurring on the Critical Path Schedule planned for that day, or during the work day, with evidence substantiating the resultant loss of working time on the Critical Path Schedule, shall be submitted as stated previously, and reviewed and approved or rejected by the Consultant with the monthly payment application.
  - d. Claims for weather conditions and lost work days shall be recorded daily by the Contractor as required by Section IV(B)(8)(b) and submitted to the Consultant with the monthly payment applications, along with an updated construction schedule. A Change Order shall be executed and signed by all parties for all valid claims in order to add time to the original Contract Time as indicated in the Contract Documents.
  - e. Weather conditions and lost work days shall be recorded daily by the Contractor and submitted to the Consultant with the monthly payment applications.
9. Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Section IV(B)(7) or (8).

#### A. Resolution of Claims and Disputes.

- 1. The Consultant will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) reject the Claim in whole or in part, stating reasons for rejection, (3) recommend approval of the Claim by the Owner or (4) suggest a compromise. The Consultant may also, but is not obligated to notify the surety, if any, of the nature and amount of the Claim.
- 2. If a Claim has been resolved, the Consultant will prepare or obtain appropriate documentation.

3. If a Claim has not been resolved, the Contractor shall, within ten days after the Consultant's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Consultant, (2) modify the initial Claim or (3) notify the Consultant that the initial Claim stands.
4. If a Claim has not been resolved after consideration of the foregoing and of further evidence presented to the Owner by the Consultant or Contractor, the Owner will notify the Consultant and Contractor in writing that the Owner's decision will be made within seven days. Upon expiration of such time period, the Owner will render to the parties the Owner's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Owner may, but is not obligated to, notify, the surety and request the surety's assistance in resolving the controversy.
5. The Contractor may appeal the Owner's decision by submitting written notice of a protest to the Consultant within ten (10) days of receiving the Owner's decision as described in Section IV(C)(4) above.
6. **Time Limits on Claims:** The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than five (5) years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this section.

## **SECTION V – SUBCONTRACTORS**

### **A. Award of Subcontracts and Other Contracts for Portions of the Work.**

1. The Contractor, within seven (7) days of issuance of the Notice to Proceed, shall furnish in writing to the Owner, through the Consultant, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Consultant will promptly reply to the Contractor in writing stating whether or not the Owner or the Consultant, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Consultant to reply promptly shall constitute notice of no reasonable objection.
2. The Contractor shall not contract with a proposed person or entity to whom the Owner or Consultant has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
3. If the Owner or Consultant has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Consultant has no reasonable objection. The Contract Sum shall be increased or

decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Consultant makes reasonable objection to such change.
- B. Sub-Contractual Relations. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Consultant. Each subcontract agreement shall preserve and protect the rights of the Owner and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.
- C. Nothing herein should be construed to relieve the Contractor from its responsibility for the Work. The Contractor, shall at all times, when work is in operation, be represented either in person or by a qualified superintendent or other designated representative.

## **SECTION VI – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

- A. Owner's Right to Perform Construction and to Award Separate Contracts.
1. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

2. The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**B. Mutual Responsibility.**

1. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
2. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Consultant apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
3. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.
4. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section X(A)(7).

- C. Owners' Right to Clean Up. If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section III(N), the Owner may clean up and allocate the cost among those responsible as the Consultant determines to be just.

**SECTION VII – CHANGES IN THE WORK**

**A. Changes.**

1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or order for a minor change in the Work, subject to the limitations stated in this Section VII and elsewhere in the Contract Documents.



2. A Change Order shall be based upon agreement among the Owner, Contractor and Consultant and an order for a minor change in the Work may be issued by the Consultant alone.
3. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order.

**B. Change Orders.**

1. A Change Order, Form G701, is a written instrument prepared by the Consultant and signed by the Owner, Contractor and Consultant, stating their agreement upon all of the following:
  - a. a change in the Work;
  - b. the amount of the adjustment in the Contract Sum, if any; and
  - c. the extent of the adjustment in the Contract Time, if any.
2. The cost or credit to the Owner resulting from a change in the work shall be determined by the Contractor completing a Change Order which requires a listing of:
  - a. All materials with the cost per item;
  - b. all labor with the number and cost of hours; and
  - c. all equipment used with an hourly cost.
3. The Contractor must include a breakdown of costs for each Subcontractor similar to the requirements in Section VII(B)(2).

**C. Minor Changes in the Work.** The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

**SECTION VIII – TIME**

**A. Progress and Completion.**

1. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
2. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the date of commencement as established by the Notice to Proceed issued by the Owner.
3. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

B. **Work Day:** Work shall be done only during regular and commonly accepted and prescribed working hours Monday through Friday. No Work shall be done nights, Saturdays, Sundays, or legal holidays, as recognized by the City of Norman, unless the Contractor submits a written request to the Owner which requests working outside of regular working hours, or on Saturdays, Sundays, or legal holidays. The Owner will respond to each of these requests, individually. Eight (8) hours shall constitute a day's work and the Contractor shall observe all State laws and City ordinances governing hours of work.

C. **Delays and Extensions of Time.**

1. If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Consultant, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending hearing results, or by other causes which the Consultant determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Consultant and Owner may determine.
2. Claims relating to time shall be made in accordance with applicable provisions of Section IV(B).
3. An extension of the Contract Time is the sole and exclusive remedy available to the Contractor, in the event of delays described in Section 8(B). In no event, and under no circumstances, shall the Contract Sum be increased, nor shall the Contractor claim, recover or receive payment for any delay to the Project, whether or not such delayed event is in the critical path of the construction schedule. Unless a substantial change in scope occurs and then a mutually agreeable change in cost would occur.

D. **Failure to Complete Work on Time.**

1. Time is of the essence. The Parties stipulate that the damage for failure to complete the project within the designated Substantial Completion date is \$500 per day, including \$500 per day for each day exceeding 30 past the Substantial Completion date.
2. **Waiver of Claims for Consequential Damages**  
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes
  - .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
  - .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and

reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the termination provisions of this Agreement. Nothing contained in this section shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

## **SECTION IX – PAYMENTS AND COMPLETION**

- A. **Contract Sum.** The Contract Sum is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum shall only be changed by a Change Order.
- B. **Schedule of Values.** Before the first Application for Payment is submitted, the Contractor shall submit to the Consultant and Owner a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Consultant and Owner may require. Each value indicated on the Schedule of Values shall be the exact amount of each subcontract or portion of the Work it represents. This schedule, unless objected to by the Consultant or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- C. **Applications for Payment.**
  - 1. At least ten days before the date established for each progress payment, the Contractor shall submit to the Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Consultant may require, such as copies of requisitions from Subcontractors and material suppliers.
  - 2. The period covered by each Application for Payment shall be one calendar month ending the last day of the month.
  - 3. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
  - 4. Five percent (5%) of all partial payments made shall be withheld as retainage.
  - 5. All payment applications must be accompanied by the affidavits provided with the Contract Documents.
  - 6. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

7. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location properly bonded or insured as a warehouse for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. All stored materials shall be protected from weather conditions by properly secured methods. The Owner shall not pay for stored materials that are not properly protected.
8. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### D. Certificates for Payment.

1. The Consultant will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or notify the Contractor and Owner in writing of the Consultant's reasons for withholding certification in whole or in part as provided in Section IX(E)(1). The Owner shall have the right to review and approve the Certificates for Payment.
2. The issuance of a Certificate for Payment will constitute a representation by the Consultant to the Owner, based on the Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The amount indicated in the Certificate of Payment shall be computed as follows:
  - a. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedules of values, less retainage of five percent (5%).
  - b. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably

stored off the site at a location agreed upon in writing), less retainage of five percent (5%).

- c. Subtract the aggregate of previous payments made by the Owner; and
- d. Subtract amounts, if any, for which the Consultant has withheld or nullified a Certificate for Payment as provided for herein.

#### E. Decisions to Withhold Certification.

1. The Consultant or Owner may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Consultant's opinion the representations to the Owner required by Section (IX)(D)(2) cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Consultant cannot agree on a revised amount, the Consultant will promptly issue a Certificate for Payment for the amount for which the Consultant is able to make such representations to the Owner. The Consultant may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Consultant's opinion to protect the Owner from loss because of:
  - a. defective Work not remedied;
  - b. third party claims filed or reasonable evidence indicating probable filing of such claims;
  - c. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
  - d. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  - e. damage to the Owner or another Contractor;
  - f. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
  - g. persistent failure to carry out the Work in accordance with the Contract Documents.
2. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

#### F. Progress Payments.

1. After the Consultant has issued a Certificate for Payment, the Owner shall review for approval and make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Consultant.
2. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is

entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to subcontractors in similar manner.

3. The Consultant will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Consultant and Owner on account of portions of the Work done by such Subcontractor.
4. Neither the Owner nor Consultant shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law
5. Payment to material suppliers shall be treated in a manner similar to that provided in Section IX(F)(2), (3) and (4).
6. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
7. Should the project extend beyond the Contract Time, progress payments shall continue including approved Change Orders. Progress payments made after the Contract Time will be reduced by any applicable disincentives provided herein.

#### G. Substantial Completion.

1. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Consultant a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include all items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Consultant will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Consultant's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Consultant. The Contractor shall then submit a request for another inspection by the Consultant to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the



Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

2. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Consultant, the Owner shall make payment, reflecting adjustment for retainage for such Work or portion thereof as provided in the Contract Documents.

#### H. Partial Occupancy or Use.

1. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is authorized by the Owner. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, Retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Consultant as provided under Section IX(G)(1). Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Consultant.
2. Immediately prior to such partial occupancy or use, the Owner, Contractor and Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
3. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### I. Final Completion and Final Payment.

1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Consultant will promptly make such inspection and, when the Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant will promptly issue a final Certificate for Payment stating that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Consultant's

final Certificate for Payment will constitute a further representation that conditions listed in Section (IX)(I)(2) as precedent to the Contractor's being entitled to final payment have been fulfilled.

2. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Consultant an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.
3. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Section IV(B)(5).
4. When the Contract Time has been exceeded, including approved Change Orders, and claims for additional compensation are submitted by Consultants for extended services that are made necessary solely by the delay of the Contractor, the Owner shall deduct the amount of the claims from the final payment to the Contractor.

## **SECTION X – PROTECTION OF PERSONS AND PROPERTY**

### **A. Safety of Persons and Property.**

1. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - a. employees on the Work and other persons who may be affected thereby.
  - b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
  - c. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
3. The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements driveways, sidewalk, etc. to all water, sewer, gas or electric lines or appurtenance thereof and to all other public or private property along or adjacent to the work.

4. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
  5. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by Consultant, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection.
  6. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
  7. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Section IX(A)(1) caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Section IX(A), except damage or loss attributable to acts or omissions of the Owner or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section III(Q).
  8. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Consultant.
  9. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- B. Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section IV(B) and Section VII.
- C. Hazardous Materials and Substances
1. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but

not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

2. Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.
3. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 1.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.
4. The Owner shall not be responsible under this Section 1 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
5. The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 1.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

6. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

## **SECTION XI – INSURANCE AND BONDS**

### **A. Contractor's Liability Insurance**

1. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Oklahoma such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
  - a. claims under worker compensation;
  - b. claims involving contractual liability insurance;
  - c. liability insurance required by 61 O.S. §113 in an amount not less than \$25,000 for any claim of loss of property arising out of a single act, \$125,000 for any claim of injuries, including accidental death; and \$1,000,000 for any number of claims arising out of a single accident; and
  - d. builder's risk insurance
2. The insurance required by Section XI(A)(1) shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final acceptance by the Owner.
3. Certificates of Insurance acceptable to the Owner shall be filed with the Owner with the executed Contract. These Certificates and the insurance policies required by this Section XI(A) shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

### **B. Performance Bond, Maintenance Bond and Statutory Bond.**

1. The Contractor is required to have three bonds for Contracts with the Authority exceeding Fifty Thousand Dollars (\$50,000.00):
  - a. Performance Bond for 100% of the value of the Contract to insure completion of the Work.
  - b. Maintenance Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work; and

- c. Statutory Bond for 100% of the Contract to assure that the Owner is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.
- 2. All bonds shall be on the forms prescribed and issued by the Owner. All bond submittals shall contain all terms and conditions of the bonds or applicable to the bonds.
- 3. Irrevocable Letters of Credit may be used as a substitute for the bonds required in (B)(2) above. The Letters must be on the forms prescribed and provided by the Owner and issued by a financial institution insured by Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.
- 4. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor or the Owner shall promptly furnish a copy of the bonds or of letters of credit or shall permit a copy to be made.

## **SECTION XII – UNCOVERING AND CORRECTION OF WORK**

### **A. Uncovering of Work.**

- 1. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's observation and be replaced at the Contractor's expense without change in the Contract Time.
- 2. If a portion of the Work has been covered which the Consultant has not specifically requested to observe prior to it being covered, the Consultant may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **B. Correction of Work.**

- 1. The Contractor shall promptly correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.



2. If, within one year after the date of Final Completion of the Work or after the date for commencement of warranties established under Section IX(G)(1), or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation under this Section XII(B)(2) shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
3. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
4. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section II(C). If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Consultant, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
5. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
6. Nothing contained in this Section XII(B) shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

### **SECTION XIII – MISCELLANEOUS PROVISIONS**

- A. **Governing Law.** The Contract shall be governed by Oklahoma law.
- B. **Successors and Assigns.** The Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. The Contractor shall

not assign the Contract or any portion thereof without written consent of the Owner. If the Contractor attempts to make such an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

- C. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

D. Rights and Remedies.

1. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
2. No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
3. Contractor's Claim for Damages. Should the Contractor claim compensation for any alleged damage by reasons of the acts or omissions of the Owner, he shall within ten (10) days after the sustaining of such damage, make a written statement to the Consultant setting out in detail the nature of the alleged damage. On or before the 25th day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the Consultant an itemized statement of the details and amount of such damage and upon request give the consultant access to all books of accounts, receipts, vouchers, bills of lading and other books or papers containing any evidence as to the amount of such damage. Unless such statement shall be filed as thus required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of any such damage.

E. Tests and Inspections.

1. Tests, inspections and approvals of portions of the Work required by the Contract Documents shall be made at appropriate times as specified. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with the independent testing laboratory under separate contract with the Owner. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear costs of tests, inspections or approvals.
2. If the Consultant or Owner determine that portions of the Work require additional testing, inspection or approval not included under Section XIII(H)(1), the Consultant will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity

acceptable to the Owner, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear such costs except as provided in Section XIII(H)(3).

3. If such procedures for testing, inspection or approval under Section XIII(H)(1) and (2) reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses.
  4. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Consultant.
  5. If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.
  6. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.
- F. Audits and Records: As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting this contract, the Contractor agrees any pertinent entity will have the right to examine and audit all records relevant to execution of the resultant contract. The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
- G. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E- Verify) available at [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).
- H. Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. 12101). As a public entity, the City may only contract with other entities which comply with the ADA. Contractors, by signing the bid documents and entering into a contract with the City of Norman, signify that they are aware of and comply with the requirements of the ADA. Failure to be in compliance with the ADA may require cancellation of a contract.

## SECTION XIV – TERMINATION OR SUSPENSION OF THE CONTRACT

### A. Termination by the Contractor.

1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:
  - a. issuance of an order of a court or other public authority having jurisdiction;
  - b. an act of government, such as a declaration of national emergency, making material unavailable; or
  - c. If repeated suspensions, delays or interruptions by the Owner as described in Section XIV(C) constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
2. If one of the above reasons exists, the Contractor may, upon seven additional days written notice to the Owner and Consultant, terminate the Contract and recover from the Owner payment for Work executed.
3. If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days written notice to the Owner and the Consultant, terminate the Contract and recover from the Owner as provided in Section XIV(A)(2).

### B. Termination by the Owner for Cause.

1. The Owner may terminate the Contract if the Contractor:
  - a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - b. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
  - c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
  - d. repeatedly fails to comply with the terms and conditions of the Contract and Contract Documents;
  - e. or is otherwise guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- a. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  - b. accept assignment of subcontracts; and
  - c. finish the Work by whatever reasonable method the Owner may deem expedient.
3. When the Owner terminates the Contract for one of the reasons stated in Section B(1) herein, the Contractor shall not be entitled to receive further payment until the Work is finished.
  4. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Consultant's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of the Contract.

C. Suspension by the Owner for Convenience

1. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
2. An adjustment shall be made for increases in the cost of performance of the Contract. No adjustment shall be made to the extent:
  - a. that performance is, was or would have been so suspended, delayed or interrupted by another cause which the Contractor is responsible; or
  - b. that an equitable adjustment is made or denied under another provision of this Contract.
3. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

## GENERAL PROVISIONS

### SECTION 201 - DEFINITIONS OF TERMS

#### 201.01 – DEFINITIONS

Wherever the words, forms or phrases herein defined, or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

Advertisement .....	All of the legal publications pertaining to the work contemplated or under contract.
A.N.S.I. ....	American National Standards Institute.
A.S.T.M. ....	The American Society for Testing Materials.
Award.....	The decisions of the City to accept the lowest responsible and most advantageous bid for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefor, and to such other conditions as may be specified or otherwise required by law.
Authority .....	The Norman Municipal Authority
Bidder.....	Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated.
City.....	The City of Norman, Oklahoma, a Municipal Corporation, acting through its duly authorized assistants or agents.
City Attorney .....	The City Attorney of the City of Norman, Oklahoma, or their duly authorized assistants or agents.
City Clerk.....	The City Clerk of the City of Norman, Oklahoma, or their duly authorized assistants or agents.
City Manager .....	The Manager of the City of Norman, Oklahoma



City Controller .....	The City Controller of the City of Norman, Oklahoma or his duly authorized assistants or agents.
Contract.....	The written agreement covering the performance of the Work. The Contract includes the Advertisement and Notice to Bidders, Proposal, Bonds, Specifications, including special provisions, plans or working drawings and any supplemental agreement pertaining to the work or materials therefore.
Contractor .....	The person or persons, partnership, company, firm, or corporation entering into Contract for the execution of the work, acting directly or through a duly authorized representative.
Consultant .....	The City of Norman Development Coordinator, or their duly authorized agents, assistants, inspectors, or Superintendent.
Furnish .....	To supply.
Maintenance Bond .....	The approved form of security furnished by the Contractor and their Surety as a guarantee that they will maintain the work constructed by them in good condition for the period of time required.
Mayor.....	The Mayor of the City of Norman, Oklahoma.
Performance Bond .....	The approved form of security furnished by the Contractor and their surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the plans and specifications and terms of the Contract.
Plan or Plans .....	All of the drawings pertaining to the Contract and made a part thereof, including such supplementary drawings as the Consultant may issue from time to time, in order to elucidate other drawings or for the purpose of showing changes in the work as authorized under the Section "Changes and Alterations," or for showing details not shown thereon.
Proposal.....	The written statement or statements duly filed with

the Purchasing Agent of the person or persons, partnership, company, firm, or corporation proposing to do the work contemplated.

- Proposal Form.....The approved form on which the formal bids for the Work are to be prepared and submitted.
- Proposal Guaranty.....The security, designated in the "Proposal Form" and in the "Advertisement," to be furnished by the Bidder as a guarantee of good faith to enter into contract with the City and to execute the required bonds for the work contemplated after the work is awarded to him.
- Provide .....To furnish and erect or install.
- Special Provisions.....The special clauses setting forth conditions or requirements peculiar to the specific project involved supplementing the Standard Specifications and taking precedent over any conditions or requirements of the Standard Specifications with which they are in conflict.
- Specifications.....The directions, provisions, and requirements contained herein, together with the "Special Provisions" supplemental hereto, pertaining to the method and manner of performing the work or to the quantities or qualities of materials to be furnished under the Contract.
- Statutory Bond .....The approved form of Surety set up and furnished by the Contractor and his Surety as a guarantee that he will pay, in full, all bills and accounts for materials and labor used in the construction of the work, as provided by law.
- Surety or Sureties.....The corporate body which is bound by such bonds as are required with and for the Contractor, and engages to be responsible for the entire and satisfactory fulfillment of the Contract and for any and all requirements as set out in the specifications, Contract, or plans.
- The Work .....All work, including the furnishing of labor,

materials, tools, equipment and incidentals, to be performed by the Contractor under the terms of the Contract.

Working Day.....Work shall be done only during regular and commonly accepted and prescribed working hours Monday through Friday. No Work shall be done nights, Saturdays, Sundays, or legal holidays, as recognized by the City of Norman, unless the Contractor submits a written request to the Owner which requests working outside of regular working hours, or on Saturdays, Sundays, or legal holidays. The Owner will respond to each of these requests, individually. Eight (8) hours shall constitute a day's work and the Contractor shall observe all State laws and City ordinances governing hours of work.

## **SECTION 202 – PROPOSAL REQUIREMENTS AND CONDITIONS**

### **202.01 – CONTENTS OF PROPOSAL FORM**

The Authority will furnish Bidders with proposal forms which will state the general locations and description of the contemplated work and which will contain a list of the items of work to be done or materials to be furnished and upon which bid prices are asked. The proposal form will state the time limits for commencing and for completing the work and will provide for entering the amount of the proposal guaranty. The proposal form will contain a Non-Collusion Affidavit.

### **202.02 – INTERPRETATION OF PLANS AND SPECIFICATIONS**

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract documents, he may submit to the Consultant a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. An interpretation of the proposed documents will be made only by Addendum issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Authority will not be responsible for any other explanations or interpretations of the proposed document.

### **202.03 – EXAMINATION OF DOCUMENTS AND SITE OF WORK**

Bidders are required, prior to submitting any proposal, to read carefully the Specifications, the Proposal, Contract and Bond forms; to examine carefully all plans on file with the City Controller and Consultant; to visit the site of work; to examine carefully local conditions; to inform themselves by their independent research of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work in the time required for its completion and obtain any information required to make an intelligent proposal. Bidders shall rely exclusively upon their own estimates,

investigations and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal will evidenced that the Bidder has made the examinations and investigations required herein.

#### 202.04 – PREPARATION OF PROPOSAL

The Bidder shall submit his proposal on the forms furnished by the Authority. All blank spaces in the proposal forms shall be correctly filled in and the Bidder shall state the prices, written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required.

Such prices shall be written distinctly legible. In case of conflict between words and numerals, the words will govern. If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent and his post office address given. If the proposal is submitted by a firm or partnership, the name and post office address of each member must be given and the proposal signed by a member of the firm or partnership as a person duly authorized. If the proposal is made by a company or corporation, the company or corporate name and the state under the laws of which said company or corporation is chartered and the business address must be given and the proposal signed by an official or agent duly authorized. Powers of Attorney, authorizing agents or other to sign proposals must be properly certified and must be in writing and on file with the City Clerk or submitted with the proposal.

#### 202.05 – PROPOSAL AFFIDAVIT

Each proposal or copy thereof shall be accompanied by a sworn statement in writing that the person signing the proposal executed said proposal in behalf of the Bidder therein named and that he had lawful authority to do so and that the said Bidder has not directly or indirectly entered into any agreement, express or implied, with any other Bidder or Bidders having for its object the controlling of the amount of such bid or any bids, the limiting of the bids or bidders, the parceling or farming out to any Bidder or the subject matter of the bid or the profits thereof, and that he has not and will not divulge said sealed bid to any person whatever except those having a partnership or other financial interest with him in said bid, until after the said sealed bids are opened.

#### 202.06 – PROPERTY GUARANTY

Proposals will not be considered unless the original filed with the Purchasing Agent is accompanied by a Bidder's bond, or certified or cashier's check in the required amount, made payable to the "Norman Municipal Authority." The check shall be in the amount as designated in the Advertisement. The Proposal Guaranty is required as evidence of good faith and as a guarantee that, if awarded the Contract, the Bidder will execute the contract and furnish the required bonds within the required time.

#### 202.07 – FILING OF PROPOSALS

No proposals will be considered by the Authority unless they are filed in a sealed envelope, with the Purchasing Agent at his office at 201 West Gray Street, Building C, Norman, Oklahoma,

within the time limit for receiving proposals, as stated in the Advertisement. The proposal shall be plainly marked on the envelope with the word "Proposal" and the name of the project.

#### 202.08 – WITHDRAWAL OF PROPOSALS

Permission will not be granted to withdraw or modify and proposal after it has been filed and before the time set for opening proposals. Request for non-consideration of proposals must be made in writing, addressed to the Norman Municipal Authority and filed with the Purchasing Agent before the time set for opening proposals. After other proposals are opened and read, the proposal for which withdrawal is properly requested and granted will be returned unopened.

#### 202.09 – OPENING OF PROPOSALS

The proposals filed with the Purchasing Agent will be opened at the time stated in the Advertisement and shall thereafter remain on file in the office of the Purchasing Agent two (2) days before any Contract will be entered into, based on such proposals. Bidders are invited to attend the opening of the proposals.

#### 202.10 – IRREGULAR PROPOSALS

Proposals will be considered irregular if they show any omissions, alterations of forms, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the Authority reserves the right to waive technicalities as to changes, alterations or reservations and make the award in the best interest of the Authority.

#### 202.11 – REJECTION OF PROPOSALS

The Authority reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals may be rejected for any of the following specific reasons:

- a. Proposal received after time limit for receiving proposals as stated in the Advertisement.
- b. Proposal prices obviously unbalanced.
- c. Summation of proposal prices on any one project above the Engineer's estimate of cost for such project.
- d. Proposal containing any irregularities.

#### 202.12 – DISQUALIFICATION OF BIDDERS

Bidders will be disqualified and their proposals not considered for any of the following specific reasons:

- a. Where more than one proposal for an individual, firm, partnership or corporation is filed under the same or different names and where such proposals are not identical in every respect.
- b. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated or materials to be furnished.
- c. Reason for believing that collusion exists among the Bidders.

- d. The Bidder being in arrears on any existing Contracts, interested in any litigation against the Authority, or having defaulted on a previous Contract.
- e. Lack of competency, as revealed by the financial statement, experience and equipment questionnaires, etc.
- f. Uncompleted work, in the judgment of the Authority, will hinder or prevent the prompt completion of additional work, if awarded.

#### 202.13 – FALSE INFORMATION AFFIDAVIT

Each bidder must submit with the bid proposal a “False Information Affidavit” which states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the Authority.

### SECTION 203 – AWARD AND EXECUTION OF CONTRACT

#### 203.01 – CONSIDERATION OF PROPOSALS

After the proposals are opened, those proposals containing unit prices will be tabulated for comparison on the basis of the quantities shown in the approximate estimate. Until the final award of the Contract, the City reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals or proceed to do the work otherwise when the best interest of the Authority will be promoted thereby.

#### 203.02 – AWARD OF CONTRACT

The Authority reserves the right to withhold the award of the Contract for a reasonable period of time from the date of opening the proposals and no award will be made until the necessary investigations are made as to the responsibility of the low Bidder. No Contract will be awarded until at least 24 hours after opening the proposals. The awarding of the Contract shall give the Bidder no right of action or claim against the Authority upon such Contract until the execution of the Contract shall have been completed and the Contract delivered to the Contractor. The Authority reserves the right to award all or any portion of the work.

#### 203.03 – RETURN OF PROPOSAL GUARANTY

As soon as the proposal prices have been compared, the Authority may, at its discretion, return the proposal guaranties accompanying those proposals which, in its judgment would not be considered in making the award. After the award is made, only the successful Bidder's check will be retained until the required Contract and Bonds have been executed, after which it will be returned to the Bidder. Should the awarding of the Contract be delayed more than thirty (30) days, all Bidders' checks will be returned, unless such delay is from causes beyond the control of the Authority, and, in such event, the proposal and Bidder's check, of any Bidder, will be returned at the Bidder's option.

#### 203.04 – SURETY BONDS



With the execution of delivery of the Contract, the Contractor shall furnish and file with the Authority in the amounts required, the following surety bonds:

- a. A good and sufficient Performance Bond in an amount equal to one hundred (100%) percent of the approximate total amount of the Contract, guaranteeing the full and faithful execution of the work and performance of the Contract and for the protection of the Authority and all property owners interested against any damage by reason of negligence of the Contractor, or the improper execution of the work or the use of inferior materials.
- b. A good and sufficient Statutory Bond in an amount equal to one hundred (100%) percent of the approximate total amount of the Contract, guaranteeing payment for all labor, materials, and equipment used in the construction of the improvements.
- c. A good and sufficient Maintenance Bond in an amount equal to one hundred (100%) percent of the total amount of the Contract, guaranteeing the maintenance in good condition of such improvements for a period to one (1) year from and after the time of the completion and acceptance by the City of said improvements.

No Surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the Authority. All bonds shall be made on forms furnished by the Authority and shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Authority. Each bond shall be executed by the Contractor and the Surety. Should any Surety on the Contract be determined unsatisfactory at any time by the Authority, notice will be given to the Contractor to that effect, and the Contractor shall forthwith substitute a new Surety or Sureties satisfactory to the Authority. No payment will be made under the Contract until the new Surety or Sureties, as required, have qualified and been accepted by the Authority. The Contract shall not be operative nor shall any payments be due until approval of the bonds has been made to the Authority.

#### 203.05 – EXECUTION OF CONTRACT

The person or persons, partnership, company, firm, or corporation to whom the Contract is to be awarded, shall sign the necessary agreements entering into the required Contract with the Authority and execute and deliver the required bonds.

No Contract shall be binding on the City until it has been approved by the City Attorney, executed by the Authority, and delivered to the Contractor.

#### 203.06 – FAILURE TO EXECUTE CONTRACT

Upon failure of the Bidder to execute the required bonds or to sign the required Contract after the Contract is transmitted to the Contractor, he will be considered to have abandoned his proposal. By reason of the uncertainty of market prices of the materials and labor and it being impracticable and extremely difficult to fix the amount of damages to which the Authority would be put by reason of said Bidder's failure to execute said Bonds and Contract, the proposal guaranty accompanying the proposal shall be the agreed amount of damages which the Authority will suffer by reason of such failure on the part of the Bidder and shall thereupon be retained by the City as liquidated damages. The filing of a proposal will be considered as an acceptance of this provision.

Time is of the essence. The Parties stipulate that the damage for failure to complete the project within the designated Substantial Completion date is \$500 per day, including \$500 per day for each day exceeding 30 past the Substantial Completion date.

**File Attachments for Item:**

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-68: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARKHILL, SMITH & COOPER, INC., IN THE AMOUNT OF \$22,500 FOR CONSTRUCTION OVERSIGHT SERVICES FOR THE MISTY LAKE DAM REPAIR AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

## Item 22

**MEETING DATE:** 10/12/2021

**REQUESTER:** Elisabeth Muckala, Assistant City Attorney

**PRESENTER:** Elisabeth Muckala, Assistant City Attorney

**TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-68: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARKHILL, SMITH & COOPER, INC., IN THE AMOUNT OF \$22,500 FOR CONSTRUCTION OVERSIGHT SERVICES FOR THE MISTY LAKE DAM REPAIR AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

### BACKGROUND:

A Participation Agreement, as amended, currently exists between Summit Lakes, L.L.C. ("Developer"), Summit Lakes POA ("Summit Lakes"), and the Summit Lake Villas POA ("Villas") to perform certain engineering repairs to the Misty Lake Dam. The Summit Lakes and Villas Additions are located between 24<sup>th</sup> Avenue SE and 36<sup>th</sup> Avenue SE on Alameda Street. At the time City Council approved the Participation Agreement, the Summit Lakes Addition was platted into ten different sections comprising 542 lots and the Summit Villas Addition is platted into 66 lots. The Summit Lakes Addition also included a proposed Section 11 that would contain 69 lots.

There are seven lakes within the Additions that function as a storm water drainage system: Misty Lake, Heron Lake, Drake Lake, Hidden Lake, Willow Lake, StarCrest Lake, and Secret Lake. All of these improvements and amenities are currently owned, managed, maintained, and controlled by one or both of the Summit Lakes Property Owners Association and the Summit Villas Property Owners Association.

On March 16, 2011, the Summit Lakes Property Owners Association was notified by the Oklahoma Water Resource Board (OWRB) that the dam associated with Misty Lake was being reclassified as a "high hazard" dam due to the potential downstream impacts on Alameda Street and nearby homes in event of a failure of the dam.

On March 20, 2015, the Oklahoma Water Resource Board (OWRB) issued an emergency order and set an administrative hearing on April 14, 2015 due to the dangerous condition of the dam. Subsequent to the hearing, the OWRB issued a Consent Order on July 8, 2015 requiring the Summit Lakes Property Owners Association to lower the lake level three feet below the emergency spillway and maintain that level until the dam was repaired. The Consent Order also

required the Summit Lakes Property Owners Association to prepare and submit engineering plans and to make repairs as specified in the engineering plans. The engineering plans were completed and the cost of necessary repairs was estimated to be within the range of \$595,000 to \$700,000.

Due to the significant cost of the necessary repairs, the two Property Owners Associations were unable to fund the repairs. They reached out to the Developer of the Additions, Summit Lakes, LLC, and the City of Norman for assistance. At that time, the parties began discussing options to resolve the issue. City Council met on this topic in a Study Session on December 6, 2016 and in Executive Session on January 24, 2017, May 9, 2017, and June 13, 2017. The parties ultimately came to an agreement on a proposed Participation Agreement for the Misty Lake Dam Repair Project, adopted in June 2017.

The Summit Lakes Property Owners Association and the Summit Villas Property Owners Association ultimately offered to participate through a pro rata lot assessment assuming such an assessment is approved by the members of the respective property owners associations. Per the original contract terms, the Developer, Summit Lakes LLC, offered to contribute a cash payment toward the repair project as well as agreeing to assess the future Section 11 lots at the same rate as the lots assessed by the POAs.

The City of Norman Stormwater Master Plan recommends public and private participation in order to assure that necessary maintenance to key stormwater infrastructure occurs, especially in cases where property owners associations are unable to perform such functions. The City is also responsible for both of the two other high hazard dams located in the City of Norman by virtue of ownership (Hall Park Dam) or lease obligation (Sutton Lake Dam). Repair and maintenance of the Misty Lake Dam is important to adequately address storm water retention and runoff concerns that could impact citizens of Norman who live in either of the Summit Lakes Additions as well as other citizens of Norman who may be impacted by a failure of the Misty Lake Dam and effects on surrounding infrastructure improvements. For these reasons, under the terms of the Agreement, the City agreed to accept permanent ownership and maintenance of the Misty Lake Dam following completion of the repair project. In addition, the City agreed to assist in collection of assessment to property owners through the regular utility billing processes and remit the same to the lender financing the repairs. This collection process is similar to an Agreement approved by Council earlier in 2017 for the Cedar Lakes subdivision that was also having a dam safety issue.

Engineering plans have been completed by Cardinal Engineering detailing the scope of the required repairs. In accordance with the original adopted agreement, once the necessary engineering documents are completed and the estimated amount of funds are delivered to the City, the City will administer construction of the dam repairs as a public construction project through the Oklahoma Competitive Bidding Act. The successful bidder will be required to submit bonds covering the repairs. **Per the original agreement, the City shall provide construction oversight at the City's cost.**

Additionally, the original agreement provided that the City would not let the improvement project for a competitive bidding process until the POAs, in accordance with their covenants, approve the transfer of Misty Lake Dam to the City and approve the assessments for the repair costs in an amount not to exceed the amount of the revised engineering estimate less the Developer's

contributions. As originally envisioned, the City would begin to collect the assessments through the City's utility billing process upon completion of construction and will charge an administrative fee of \$1 per month per lot. The POAs repayment terms were to be negotiated with a private lender. Since the adoption of the original agreement, the POAs have assessed their membership and are prepared to either directly fund or have secured loans for their share of the improvement cost.

On January 1, 2021, City Council approved Amendment No. 1 to the original Participation, Agreement, Contract K-1617-137 which did the following: 1) It changed the timing of payment to the City for the construction contract from prior to bidding to prior to contract award and requires these funds to be held in a separate account for this purpose; 2) It set forth the Developer's agreement to deliver the funds for project costs attributable to the unsold Section 11 lots at the time all other construction funds are delivered to the City by the POAs; 3) It stated the parties' intentions to move forward with a Construction Manager at Risk ("CMAR") form contract, as municipalities are allowed to proceed under Oklahoma law and the Competitive Bidding Act; and 4) It provided a process whereby unforeseen cost overages are identified, discussed and funded by the parties in the context of the CMaR contractual relationship.

As set out in the original agreement, the POAs will transfer drainage and access easements as necessary relative to the common areas to the City of Norman without cost to the City. Following completion of construction, the drainage and access easements shall be for Misty Lake Dam maintenance and repair purposes and will not include a right of general public access to the dam for recreational purposes. The City will use these easements to perform dam safety inspections; preparing annual reports to OWRB relative to the high hazard dam structure; and tree removal or other such repairs necessary to maintain the structural integrity of the dam as well as for completion of the initial repairs. However, the POAs will retain all responsibility for mowing, sidewalks, litter control, and all other improvements that are not integral to the structure of the dam.

Since City Council's approval of the first amendment of the Participation Agreement, and on May 20, 2021, Staff requested and received a renewed approval letter from OWRB for the Construction/Modification of Summit Lake, High Hazard Dam design plans. This approval is valid for a period of two (2) years from the date of notification.

## **DISCUSSION:**

Per the parties' Participation Agreement, and as amended, the City has negotiated a contract with Parkhill, Smith & Cooper, Inc. (formerly Cardinal Engineering, now "Parkhill") in order to provide the contracted-for construction oversight services. Parkhill's proposal for these services appears to be consistent with industry standard for similar services, is within budget, and Parkhill (as Cardinal's successor) is particularly positioned to provide vital oversight for the CMaR's implementation of the design originally conceived by its predecessor, Cardinal. A contract for Construction-Manager-at-Risk services is brought for City Council consideration, with Downey Contracting, LLC as Contract No. K-2122-67, on this same date.

An appropriation is needed from the Capital Fund Balance Account (50-29000) to the Misty Lake Dam Repair Project Design Account (50596666-46201, DR0065) to fund this contract.

## **RECOMMENDATION 1:**



Staff recommends that Contract K-2122-68 with Parkhill, Smith & Cooper, Inc. for Construction Oversight services for the Misty Lake Dam Repair, in the amount of \$22,500.00 be approved.

**RECOMMENDATION 2:**

Staff recommends an appropriation of \$22,500 from the Capital Fund Balance Account (50-29000) to the Misty Lake Dam Repair Project Design Account (50596666-46201, DR0065).

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into between The City of Norman (CITY) and Parkhill, Smith & Cooper, Inc dba "Parkhill" (CONSULTANT) for the following reasons:

1. The CITY intends to retain a Construction Manager-at-Risk to manage the construction for the Misty Lake Dam Repair in Summit Lakes in Norman, Oklahoma (the PROJECT); and,
2. The CITY requires certain design, analysis and construction and engineering oversight services in connection with the PROJECT (the SERVICES); and,
3. The CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, the CITY and the CONSULTANT agree as follows:

### **ARTICLE 1 - EFFECTIVE DATE**

The effective date of this AGREEMENT shall be \_\_\_th day of \_\_\_\_\_, 2021.

### **ARTICLE 2 - GOVERNING LAW**

This AGREEMENT shall be governed by the laws of the State of Oklahoma.

### **ARTICLE 3 - SCOPE OF SERVICES**

The CONSULTANT shall provide the SERVICES described in **Attachment A, Anticipated Scope of Services**.

### **ARTICLE 4 - SCHEDULE**

The CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in **Attachment A, Anticipated Scope of Services** according to the schedule further set forth in **Attachment A**.

### **ARTICLE 5 -COMPENSATION**

The CITY shall pay the CONSULTANT in accordance with **Attachment A**. Invoices shall be due and payable upon receipt. The CITY shall give prompt written notice of any disputed amount and shall pay the remaining amount.

### **ARTICLE 6 - CITY'S RESPONSIBILITIES**

The CITY shall be responsible for all matters described in **Attachment A**. The CITY hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by the CITY to the CONSULTANT. If the CITY does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to the CONSULTANT, the CITY shall obtain a license or right to use, including the right to sublicense to the CONSULTANT. The CITY hereby grants the CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. The CITY represents that the CONSULTANT's use of such documents will not infringe upon any third parties' rights.

#### **ARTICLE 7 - STANDARD OF CARE**

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

#### **ARTICLE 8 -INDEMNIFICATION AND LIABILITY**

Indemnification. To the extent permitted by applicable law, including the Constitution of the State of Oklahoma, the CONSULTANT and the CITY each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The CONSULTANT and the CITY each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT's employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by CITY or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the CITY of any action, right, or remedy otherwise available to the CITY at common law.

Survival. The terms and conditions of this ARTICLE shall survive completion of the SERVICES, or any termination of this Agreement.

#### **ARTICLE 9 - INSURANCE**

During the performance of the SERVICES under this Agreement, the CONSULTANT shall maintain the following insurance:

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

The CONSULTANT shall, upon written request, furnish the CITY certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the CITY. The CITY shall require all project contractors to include the CITY, the CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both the CITY and the CONSULTANT, each to the same extent.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

The CONSULTANT shall not be responsible for; (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT; (b) the failure of any contractor, subcontractor, vendor, or other PROJECT participant, not under contract to the CONSULTANT, to fulfill contractual responsibilities to the CITY or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to the CONSULTANT in **Exhibit A, Scope of Services**. In the event the CITY requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment; (a) increase the CONSULTANT's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT's cost estimates or that actual schedules will not vary from the CONSULTANT's projected schedules.

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, plans, drawings, and specifications prepared by the CONSULTANT as deliverables pursuant to the **Exhibit A, Scope of Services** are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by the CITY or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the CONSULTANT.

#### **ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and specifications prepared by the CONSULTANT and furnished to the CITY as part of the SERVICES shall become the property of the CITY; provided, however, that the CONSULTANT shall have the unrestricted right to their use for the purposes of this Project.

#### **ARTICLE 14 - TERMINATION AND SUSPENSION**

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The CITY may terminate or suspend performance of this AGREEMENT for the CITY's convenience upon written notice to the CONSULTANT. The CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to the CITY, and the CITY shall pay the CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to the CONSULTANT's compensation and the project schedule.

#### **ARTICLE 15 - DELAY IN PERFORMANCE**

Neither the CITY nor the CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the CITY or the CONSULTANT under this AGREEMENT. The CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

#### **ARTICLE 16 - NOTICES**

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

**CITY:**

Brandon L. Brooks, E.I.T.  
Staff Engineer  
City of Norman  
P.O. Box 370  
Norman, OK 73070  
(405) 366-5459 Phone  
(405) 366-5418 FAX

**CONSULTANT:**

Parkhill  
William Swain, PE, PLS  
Team Leader  
3226 Bart Conner Drive  
Norman, OK 73072  
(405) 366-8541 Phone

Nothing contained in this ARTICLE shall be construed to restrict the transmission of routine communications between representatives of the CITY and the CONSULTANT.

#### **ARTICLE 17 - DISPUTES**

In the event of a dispute between the CITY and the CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

#### **ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY**

CONSULTANT agrees that all persons employed by CONSULTANT shall be treated equally by CONSULTANT without regard to or because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and City. CONSULTANT agrees that, during the performance of this Agreement, CONSULTANT and any other parties with whom CONSULTANT may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.

#### **ARTICLE 19 - WAIVER**

City and CONSULTANT agree that no waiver of a breach of any provision of this Agreement by either CONSULTANT or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or CONSULTANT to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

#### **ARTICLE 20 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The provisions of this ARTICLE shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

#### **ARTICLE 21 - INTEGRATION**

This AGREEMENT, including **Attachment A** incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.



**ARTICLE 22 - SUCCESSORS AND ASSIGNS**

The CITY and the CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

**ARTICLE 23 - ASSIGNMENT**

Neither the CITY nor the CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the CONSULTANT may assign its rights to payment without the CITY's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this ARTICLE shall prevent the CONSULTANT from engaging independent consultants, associates and subcontractors to assist in the performance of the SERVICES.

**ARTICLE 24 - NO THIRD PARTY RIGHTS**

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of the CITY and the CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the CITY and the CONSULTANT.

IN WITNESS WHEREOF, CITY and PARKHILL, SMITH & COOPER, INC have executed this AGREEMENT.

DATED this \_\_\_th day of \_\_\_\_\_, 2021.

The City of Norman  
(CITY)

Signature \_\_\_\_\_

Name Breea Clark

Title Mayor

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

PARKHILL, SMITH & COOPER, INC  
(CONSULTANT)

Signature William Swain

Name William Swain, PE, PLS

Title Team Leader

Date 10/6/2021

Attest:

William Swain  
Secretary



Approved as to form and legality this 7 day of Oct 2021.

Elizabeth Allen  
City Attorney

## ATTACHMENT A ANTICIPATED SCOPE OF SERVICES

With a Construction Manager at Risk (CMaR) delivery method, the scope of work required from the Engineer can vary significantly based on the CMaR's approach to construction, the construction schedule, value engineering, as well as the number of meetings and correspondence. Likewise, the involvement and level of effort requested by the Client can affect the actual effort requested of the Engineer during the construction phase.

Parkhill has estimated effort for Construction Administration and estimated effort for part-time Inspection of critical stages of construction. The estimated fee is based on:

### Construction Administration:

40 hours for a Principal Engineer

- Submittal Review
- Correspondence & Management
- Project Meetings & Value Engineering
- Record Drawing Review

8 hours of Staff Professional Support

- Submittal Processing & Correspondence
- Review Testing Results
- Miscellaneous Correspondence
- Process Contractor Pay Claims
- Contractor's Record Drawing Redline Notes

**Note: The level of CA is assumed. The Contractor and Client have significant impact on the level of involvement of the Engineer in a CMaR delivery method. Any services requested beyond the level of effort basis of the Scope of Services will be considered Additional Services and will be invoiced accordingly. The Owner will be notified of the status of expenditures prior to exceeding the NTE amount.**

### Part-time Inspection/Observation:

Construction Schedule – 90 Days from NTP

Assumed Heavy Construction Schedule – 6 weeks

- 80 hours of Staff Professional
  - 16 hours/week – Earthwork & Structures – 4 weeks – 64 hours
  - 8 hours/week – Demolition & Finish Work – 2 weeks – 16 hours
- 24 hours of Professional Engineer
  - 4 hours/week – Site Meeting & Progress Observations

**Note: This is a part-time inspection/observation Scope of Services proposal. Contractor's schedule and the Client's request for inspection could change the anticipated level of effort. Any services requested beyond the level of effort basis of the Scope of Services will be considered Additional Services and will be invoiced accordingly. The Owner will be notified of the status of expenditures prior to exceeding the NTE amount.**

**Parkhill**  
**Hourly Rate Schedule**  
 January 1, 2021 through December 31, 2021

Client: \_\_\_\_\_

Project: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

Location: \_\_\_\_\_

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
<b>SUPPORT STAFF I</b>	\$55.00	<b>PROFESSIONAL LEVEL III</b>		<b>PROFESSIONAL LEVEL VI</b>	
<b>SUPPORT STAFF II</b>	\$65.00	Architect	\$138.00	Architect	\$229.00
<b>SUPPORT STAFF III</b>	\$90.00	Civil Engineer	\$163.00	Civil Engineer	\$247.00
<b>SUPPORT STAFF IV</b>	\$96.00	Electrical Engineer	\$158.00	Electrical Engineer	\$257.00
<b>SUPPORT STAFF V</b>	\$106.00	Interior Designer	\$124.00	Interior Designer	\$198.00
<b>SUPPORT STAFF VI</b>	\$115.00	Landscape Architect	\$134.00	Landscape Architect	\$213.00
		Mechanical Engineer	\$158.00	Mechanical Engineer	\$257.00
		Structural Engineer	\$156.00	Structural Engineer	\$236.00
		Surveyor III	\$110.00	Professional Surveyor VI	\$180.00
		Other Professional	\$122.00	Other Professional	\$194.00
<b>PROFESSIONAL LEVEL I</b>		<b>PROFESSIONAL LEVEL IV</b>		<b>PROFESSIONAL LEVEL VII</b>	
Architect	\$113.00	Architect	\$170.00	Architect	\$295.00
Civil Engineer	\$117.00	Civil Engineer	\$190.00	Civil Engineer	\$295.00
Electrical Engineer	\$120.00	Electrical Engineer	\$186.00	Electrical Engineer	\$295.00
Interior Designer	\$107.00	Interior Designer	\$135.00	Interior Designer	\$222.00
Landscape Architect	\$107.00	Landscape Architect	\$145.00	Landscape Architect	\$295.00
Mechanical Engineer	\$117.00	Mechanical Engineer	\$186.00	Mechanical Engineer	\$295.00
Structural Engineer	\$112.00	Structural Engineer	\$181.00	Structural Engineer	\$295.00
Surveyor I	\$85.00	Surveyor IV	\$127.00	Professional Surveyor VII	\$200.00
Other Professional	\$105.00	Other Professional	\$144.00	Other Professional	\$295.00
<b>PROFESSIONAL LEVEL II</b>		<b>PROFESSIONAL LEVEL V</b>			
Architect	\$122.00	Architect	\$206.00		
Civil Engineer	\$131.00	Civil Engineer	\$229.00		
Electrical Engineer	\$135.00	Electrical Engineer	\$227.00		
Interior Designer	\$113.00	Interior Designer	\$163.00		
Landscape Architect	\$113.00	Landscape Architect	\$176.00		
Mechanical Engineer	\$135.00	Mechanical Engineer	\$227.00		
Structural Engineer	\$127.00	Structural Engineer	\$219.00		
Surveyor II	\$95.00	Professional Surveyor V	\$150.00		
Other Professional	\$111.00	Other Professional	\$160.00		

**Expenses:** Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2021 through December 31, 2021. After December 31, 2021, invoices will reflect the Schedule of Charges currently in effect.

**File Attachments for Item:**

23. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-44: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, SUPPORTING THE OKLAHOMA DEPARTMENT OF TRANSPORTATION'S PROPOSED MODIFICATIONS TO POSTED SPEED LIMITS ON INTERSTATE 35 THROUGH THE CITY OF NORMAN



## Item 23

### CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 10/12/2021

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-44:  
A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, SUPPORTING THE OKLAHOMA DEPARTMENT OF TRANSPORTATION'S PROPOSED MODIFICATIONS TO POSTED SPEED LIMITS ON INTERSTATE 35 THROUGH THE CITY OF NORMAN

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#### **BACKGROUND:**

The Manual on Uniform Traffic Control Devices (MUTCD) has been adopted by the City of Norman Code of Ordinances as the city's Traffic Code. The MUTCD contains language specific to the establishment and posting of speed limits on streets and highways. Specifically, the MUTCD states that Speed zones (other than statutory speed limits) shall only be established on the basis of an engineering study that has been performed in accordance with traffic engineering practices. The engineering study shall include an analysis of the current speed distribution of free-flowing vehicles. The policy within the City of Norman has been to conduct the appropriate engineering study in order to justify changing an existing posted speed limit. This policy has been adhered to strictly. However, there are some roadways within the Norman city limits, such as Interstate 35, State Highway 9, and US Highway 77 that do not fall within the jurisdiction of the City of Norman. Rather, these three specific roadways fall under the jurisdiction of the Oklahoma Department of Transportation (ODOT).

ODOT follows a procedure very similar to that utilized for City of Norman maintained streets and roadways. In this case, the engineering study is performed by either the Division 3 Traffic Engineer or the Traffic Division at ODOT Headquarters. Recently, ODOT conducted an engineering study to evaluate the existing posted speed limits on Interstate 35 through Norman. Once the study is completed, the City is contacted for a letter of support or a resolution in support of the proposed speed limit change. Once the support from Norman is obtained, ODOT will then proceed to the Oklahoma Transportation Commission to receive ultimate approval for the proposed change based upon the support received from each entity including Norman.

#### **DISCUSSION:**

Upon conclusion of the engineering study, ODOT's conclusion was that existing posted speed limits would require a number of revisions. In the northbound direction, the posted speed limit



would be reduced from 70 mph to 65 mph just south of the State Highway 9 West interchange. This limit would be carried through Norman and Moore where it is further reduced to 60 mph at the Oklahoma County Line. For southbound traffic, the posted speed limit would maintain the existing 65 mph speed limit from the Oklahoma County Line through Moore. Upon reaching the boundary between Moore and Norman, the existing 60 mph speed limit would be increased to 65 mph. This limit would remain in effect until reaching a point just south of the State Highway 9 West interchange. A map of the corridor showing the proposed changes is attached. This map also shows the existing speed limits on Interstate 35 in the area which shows numerous changes in both directions, both up and down, that motorists must endure in the study area.

The Resolution with the Agenda Item is required by ODOT in order to advance their request for the proposed change to the Oklahoma Transportation Commission. A copy of the draft Agenda Item that ODOT will send to the Oklahoma Transportation Commission is also attached. Staff has verified that no other action is required on the part of the City of Norman to effect this proposed change.

**RECOMMENDATION:**

Staff recommends approval of Resolution R-2122-44 showing City of Norman support for the proposed speed limit changes on Interstate 35 through Norman. The result will be a more consistent drive for motorists without constant, seemingly arbitrary changes to the posted speed limit.

## RESOLUTION NO. \_\_

**A RESOLUTION APPROVING STATE OF OKLAHOMA DEPARTMENT  
OF TRANSPORTATION SPEED ZONE MODIFICATION**

**WHEREAS**, the City of Norman has been requested by the Oklahoma Department of Transportation (hereafter referred to as "the Department") to amend and change the speed zone limits on IH 35 within the City's limits; and,

**WHERE AS**, if at a future time the City feels that the speed zones, within City limits, need further modification, the zones can only be altered through another approved commission action; and the City of Norman will notify the Department to investigate, concur, and start the process.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Norman concurs with the speed zones proposed by the Department.

**PASSED AND APPROVED** at a regular meeting of the City of Norman and duly signed by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF NORMAN

By: \_\_\_\_\_  
Mayor or City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

## FOR PRESENTATION AT COMMISSIONER MEETING OF xxxxx, 2021

AGENDA ITEM NO: ( )

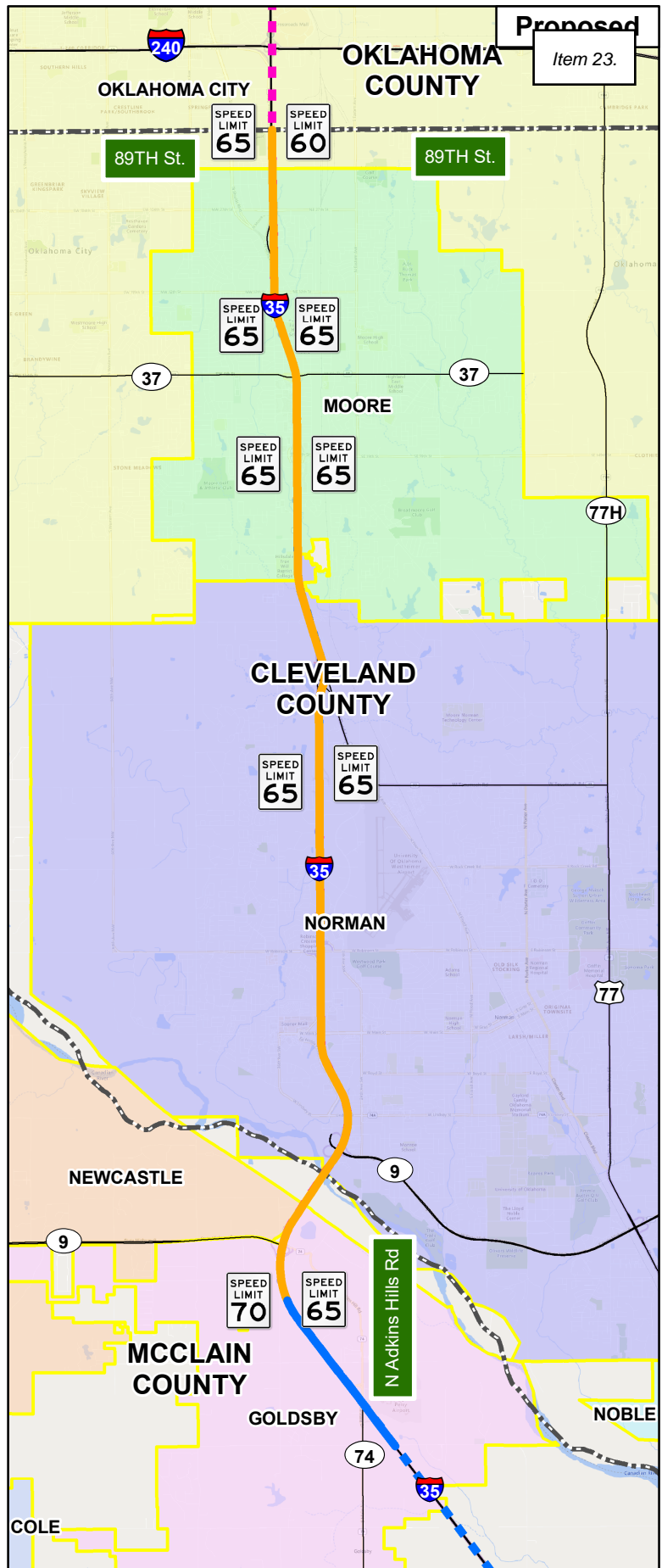
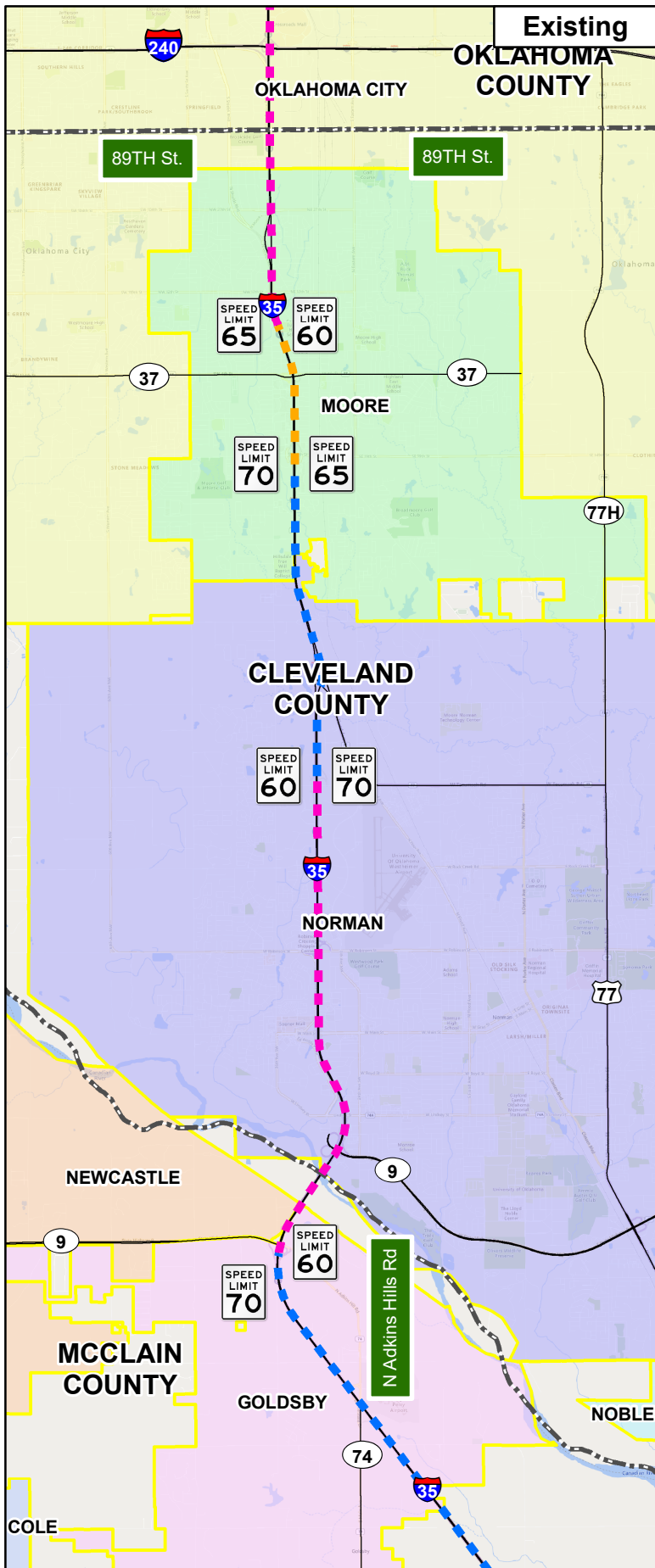
SUBJECT: Speed Zone Revision

a. Cities & Town of Norman & Moore & Oklahoma City & Newcastle & Goldsby, McClain & Cleveland Counties – Commissioner District III

<u>Along IH 35</u>		<u>Length</u>
70 MPH	Beginning at a point 0.75 mile south of the IH 35 & SH 74 junction, extending northerly 2.20 miles to a point 1.25 miles south of the McClain & Cleveland County line <u>PRESENTLY NOT ZONED</u> <u>PRESENTLY POSTED 70 MPH (ZONING CHANGE)</u>	2.20 miles
65 MPH	Beginning at a point 1.25 miles south of the McClain & Cleveland County line, extending northerly 1.25 miles to the McClain & Cleveland County Line <u>PRESENTLY NOT ZONED</u> <u>PRESENTLY POSTED 60/70 MPH (CHANGE)</u>	1.25 miles
65 MPH	Beginning at the McClain & Cleveland County Line, extending northerly 13.40 miles to the Cleveland & Oklahoma County Line <u>PRESENTLY ZONED 50/60 MPH</u> <u>PRESENTLY POSTED 60/65/70 MPH (CHANGE)</u>	13.40 miles
		=====
	TOTAL APPROXIMATE LENGTH ZONED	16.85 miles

Engineering studies have been conducted at this location in accordance with current Department of Transportation Rules, Regulations, and Policies.

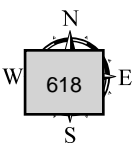
**Commission Approval is Recommended**  
**Commission Action**



# I-35 Speed Zone Revision

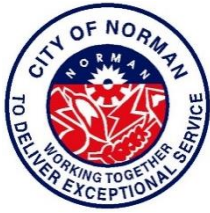
## Legend

- Existing 70 mph
- Existing 65 mph
- Existing 60 mph
- Proposed 70 mph
- Proposed 65 mph
- Proposed 60 mph
- Highways
- Cities
- Counties



**File Attachments for Item:**

24. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-46: APPROVING THE RECOMMENDED VOTING AMENDMENTS TO THE AGREEMENT CREATING THE 9-1-1- ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG).



## CITY OF NORMAN, OK STAFF REPORT

### Item 24

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**MEETING DATE:** 10/12/2021

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-46: APPROVING THE RECOMMENDED VOTING AMENDMENTS TO THE AGREEMENT CREATING THE 9-1-1- ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG).

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**BACKGROUND:** Amendments to the current Agreement creating the 9-1-1 Association of Central Oklahoma Governments ACOG require a majority vote of the quorum of the Board of Directors at any meeting, ratification by resolution from the majority of the member governments, and approval of the Attorney General of Oklahoma.

The agreement with the requested amendments are included as an attachment to the resolution.



# Resolution

R-2122-46

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROVING THE JUNE 24, 2021, RECOMMENDED VOTING AMENDMENTS TO THE AGREEMENT CREATING THE 9-1-1 ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG).

- § 1. WHEREAS, the agreement creating the 9-1-1 Association of Central Oklahoma Governments (ACOG) may be altered, amended, or otherwise modified pursuant to a majority vote of a quorum of the Board, provided such amendment, alteration, or modification shall be ratified by a majority of the members and approved by the Attorney General prior to its becoming effective; and
- § 2. WHEREAS, the Recommended Voting Amendments, as detailed in the attachment, were approved by the 9-1-1 ACOG Board of Directors on June 24, 2021; and

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

- § 3. That it does hereby approve the Recommended Voting Amendment this 12th day of October, 2021, with said Amendments being approved by the 9-1-1 ACOG Board of Directors on June 24, 2021.

Adopted by the City Council on the 12th day of October, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## RESOLUTION

A RESOLUTION OF THE COUNCIL/TRUSTEES/COMMISSIONERS OF THE  
CITY/TOWN/COUNTY OF \_\_\_\_\_

FOR APPROVAL OF JUNE 24, 2021 AMENDMENTS TO THE  
AGREEMENT CREATING THE 9-1-1 ASSOCIATION OF CENTRAL OKLAHOMA  
GOVERNMENTS

WHEREAS, The AGREEMENT CREATING THE 9-1-1 ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (hereinafter called "Agreement") may be altered, amended, or otherwise modified pursuant to a majority vote of a quorum of the Board, provided such amendment, alteration or modification shall be ratified by a majority of the members and approved by the Attorney General prior to its becoming effective; and

WHEREAS, The Agreement with Recommended Amendments, as detailed in the attachment, were approved by the 9-1-1 ACOG Board of Directors on June 24, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Council/Trustee/Commissioners of the City/Town/County of \_\_\_\_\_ that it does hereby approve this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the Agreement, with said Recommended Amendments being approved by the 9-1-1 ACOG Board of Directors on June 24, 2021.

\_\_\_\_\_  
Mayor/Chairman

ATTEST:

\_\_\_\_\_  
City/Town/County Clerk

## **ATTACHMENT TO RESOLUTION**

### **AGREEMENT CREATING THE 9-1-1 ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS WITH RECOMMENDED AMENDMENTS**

Whereas, the Interlocal Cooperation Act, 74 O.S. 1981, Section 1001, and following, authorizes public agencies to enter into agreements to jointly act to exercise any powers and authority conferred upon them; and

Whereas, the Nine-One-One Emergency Number Act, 63 O.S. Supp. 1986, Section 2811, and following; authorizes the establishment of the 911 primary emergency telephone number, and encourages units of local government and combinations or associations of such units to develop and improve emergency communication procedures and facilities utilizing the 911 emergency telephone number; and

Whereas, pursuant to said authority, it is the purpose and desire of the undersigned public agencies, the Association of Central Oklahoma Governments and emergency and telephone service providers to create an association to enable said agencies to more efficiently use their powers by cooperating with each other on a basis of mutual advantage and thereby provide such emergency communication procedures and facilities for all residents of the cities, towns and counties located in the ACOG central Oklahoma area.

Now, therefore, the 911 Association of Central Oklahoma Governments is hereby created as hereinafter provided.

#### **SECTION I**

##### **Duration of Agreement**

The duration of this agreement is contemplated to begin upon execution of this Agreement by any two or more signatories hereto, and to continue through the three year term of the initial 911 emergency telephone system levy to be authorized at public elections,

and thereafter, without further act of the parties, during the term of any subsequent levy, so long as any two or more parties continue with such 911 telephone system.

## **SECTION II**

### **Organization**

There is hereby created a legal and administrative entity separate and apart from the signatory parties hereto, which shall owe its existence to this agreement. Said entity shall be known as the "911 Association of Central Oklahoma Governments" and referred to as the 911 Association, or 911 ACOG.

- A. The 911 Association is a voluntary association with membership open to all units of general purpose local government within the ACOG region and adjacent counties in Central Oklahoma who have authorized implementation of 911 emergency telephone service.
- B. (1) Membership. Units of local government may join the 911 Association by passage of an ordinance, resolution or otherwise pursuant to law of the governing body seeking membership, upon signing this Agreement. Such signatories shall be designated as members. Each member shall select its voting board member of the 911 Association, along with not more than two alternates. Such designees shall be members of the governing board of the member. Such appointment shall be in writing, duly authorized, and executed by the appropriate official(s) of the appointing member.
- (2) Board of Directors. The Board of Directors shall consist of one member of each governing board of each member public agency, designated as aforesaid.
- (3) Ex Officio members. Other emergency and telephone service providers may have a designee to the Board on an ex officio basis, as determined by the Board.

- (4) Weighted voting. Each director shall have a weighted vote in accordance with the following schedule:
- (a) each Director representing a total population of less than 75,000 shall have one (1) vote for each 2,500 population or fraction thereof.
  - (b) each Director representing a total population of more than 75,000 shall have the votes as provided in (a) above for the first 75,000 population and one (1) additional vote for each additional 7,000 population thereof.

The weighted voting calculation for the 9-1-1 ACOG Board members will be based on the ESRI Community Analyst population numbers, annually, or another reputable company that calculates PSAP/small geography population estimates. Each year, prior to adoption of the annual budget, ACOG staff will provide the population estimates to the Board for its adoption. Any change in the weighted vote shall become effective at the beginning of the fiscal year, July 1.

### SECTION III

#### Functions and Purposes

- A. The 911 Association is organized to implement and administer on behalf of the public and the members the 911 emergency telephone service authorized and contemplated by the Nine-One-One Emergency Number Act. Section 2818 of which provides in part that any governing body of a public agency may contact "with any association or corporation for the administration of nine-one-one emergency telephone service as provided by law."
- B. To accomplish on behalf of the members the maximum utilization of resources available for the emergency telephone system, to the end that the greatest economies of scale and efficiency of operation will result in the best system for all members, with the least cost to the public taxpayers.

- C. To ensure that the integrity and separate control of the local public safety communication systems of the respective members is maintained, while effective area wide emergency telephone service is provided.
- D. To administer the planning, design, ordering, installation and operation on behalf of the members of the procedures, equipment and facilities of every sort pertaining to the 911 emergency telephone system. To establish, develop and maintain the required database for the system on behalf of the members. To administer and monitor the receipt and dispersal of such portions of the taxes levied for the system as is required and determined by the Members. To administer contracts and audits as required or desired by the members of the system functions and funds.

#### **SECTION IV**

##### **Financing of the 911 Association**

The levy provided for by the aforesaid Act shall be collected by the respective telephone companies and remitted to each respective member as provided for by said Act; the required and appropriate portion of such levy funds shall be disbursed by each member to the 911 Association monthly sufficient to fulfill the respective portion of each member's obligations for contractual, administrative, equipment and service and other obligations of the 911 system as required by contracts and agreements hereinafter entered into by the respective members pertaining to the 911 system. The appropriate and agreed upon portion of such levy funds determined by such agreements to be necessary for 911 system purposes shall be utilized by the 911 Association solely for such lawful purposes.



## SECTION V

### Board of Directors

The Board of Directors shall be the governing board of the 911 Association. A quorum of the Board shall be empowered to implement the policies and procedures of the 911 Association, and for the administration of its staff and property.

- A. Directors representing more than 50% of the total weighted votes of the Board and representing ten or more members shall constitute a quorum for the transaction of business. ~~Therefore, any changes to the weighted vote will change the required quorum.~~ To pass, all questions must receive more than 50% of the total weighted vote representing six or more members. All votes shall be subject to roll call upon request by any Director.
- B. The Board shall ~~annually select-elect~~ a Chairperson, Vice-Chair and Secretary-Treasurer ~~on the anniversary of the month of the first meeting of Directors at the regular scheduled monthly board meeting in May of each year.~~ Such officers shall hold office for one year, or until their successors are elected and qualified. No officer shall succeed more than one consecutive term of office.
- C. The Board shall hold its meetings and keep its books and records at such place as it shall determine.
- D. The Board shall appoint, designate and remove the Executive Director, and determine any salary or other benefits for such position. It is contemplated that the Executive Director of the Association of Central Oklahoma Governments shall act as the Executive Director of the 911 Association.
- E. The Board shall govern the activities of the 911 Association, and shall adopt by-laws, policies and procedures, as it deems appropriate. The Board shall enter into such contracts and agreements as it determines are necessary or desirable for the operation of the system contemplated hereby, shall arrange for such employees, office space and acquire by lease or purchase such facilities,

equipment and or supplies as it determines is necessary to conduct the business of the 911 Association.

## SECTION VI

### Meetings of Board of Directors

- A. The Board of Directors shall meet monthly, ~~upon at least seven days written notice in compliance with the Open Meeting Act served upon or mailed to each member,~~ with the exception of the month of July. Written notice of all regular monthly meetings shall be in compliance with the requirements of the Oklahoma Open Meeting Act and provided to each voting member. An agenda shall be required for such meetings. All meetings of the Board of Directors shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.
- B. Special meetings of the Board may be called by the Chairperson ~~upon at least three days written notice by mail or telegram~~ with notice in compliance with the requirements of the Oklahoma Open Meeting Act and delivered as written notice to all voting members. Special meetings shall be called by the Chairperson upon written demand of five (5) Directors. Only the specific item(s) of business specified in the notice for special meetings shall be conducted at such meeting. ~~Such meetings shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.~~
- C. All meetings of the Board shall be conducted in compliance with applicable State law. To the extent feasible, meetings shall be held on the respective dates and at times convenient for attendance at ACOG Board meetings.

## SECTION VII

### Executive Director

The Executive Director shall be the chief administrative officer of the 911 Association.

The Executive Director shall:

- A. Appoint and remove all employees of the 911 Association.
- B. Annually prepare and present to the Board a proposed budget for consideration for approval by the Board.
- C. To perform such other or additional duties as may be required by the Board.

## SECTION VIII

### Dissolution or Termination

Dissolution or termination of the 911 Association shall be effective upon a vote to such effect by a majority exceeding 50% of the total weighted vote of a quorum of the Board representing six members or more.

Upon a vote to dissolve or terminate the 911 Association, arrangements to cease all services by the 911 Association shall begin promptly, together with making provision for sale of all property and discharge or satisfaction of all outstanding obligations and liabilities of the 911 Association; the remaining assets, if any, shall be distributed to the members in the same proportion as the respective contributions by each member to the 911 Association during the final fiscal year of such dissolution or termination.

## SECTION IX

### Withdrawal of Membership

Any member may withdraw from the Association by passage of a resolution or ordinance of its governing body terminating its membership in the 911 Association; provided, such withdrawing member shall be obligated to undertake and accomplish the withdrawal in a manner which will at least disturb or disrupt the ongoing operation of the 911 emergency telephone system remaining, particularly with regard to winding up its part of the 911 system affairs, through final accounting and settling-up of its obligations, liabilities and ~~sale or~~

~~distribution of its 911 system property, or portion thereof~~ return of its 9-1-1 Call Handling Equipment to ACOG.

## **SECTION X**

### **Amendment of Agreement**

This Agreement may be altered, amended or otherwise modified pursuant to a majority vote of a quorum of the Board, provided that such amendment, alteration or modification shall be ratified by a majority of the then members and approved by the Attorney General prior to its becoming effective.

## **SECTION XI**

### **Effective Date**

This Agreement shall become effective after execution by any two or more members, but only upon approval by the Oklahoma Attorney General, and shall thereafter remain in full force and effect until the 911 Association is dissolved or terminated as provided in Section VIII.

## **SECTION XII**

### **Execution**

This Agreement may be executed in multiple counterparts by the respective signatories hereto, and each such respective copy shall be executed by the chief elected executive officer of such signatory public agency, attested and sealed by the clerk thereof pursuant to a duly adopted ordinance or resolution of the governing board of such public agency authorizing the same; provided that counterparts to be executed by non-public agency signatories shall be executed by the appropriate executive officer, attested and sealed, if customary, pursuant to lawful authority of such signatory, and all such counterparts shall together be considered as one and the same Agreement.

**File Attachments for Item:**

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-17 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 10-204 TO EXEMPT REGISTERED COMMUNITY RESOURCE REFRIGERATORS; ADDING ARTICLE XXXVI, COMMUNITY RESOURCE REFRIGERATORS, SECTIONS 13-3601 THROUGH 13-3606; ADDING DEFINITIONS, PERMIT REQUIREMENTS, PERMIT APPLICATION PROCEDURES, LOCATION REQUIREMENTS, SAFETY REQUIREMENTS, AND POSTING REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

**Item 25****CITY OF NORMAN, OK  
STAFF REPORT**

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**MEETING DATE:** 10/12/2021**REQUESTER:** Norman City Council**PRESENTER:** Anthony Purinton, Assistant City Attorney**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-17 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 10-204 TO EXEMPT REGISTERED COMMUNITY RESOURCE REFRIGERATORS; ADDING ARTICLE XXXVI, COMMUNITY RESOURCE REFRIGERATORS, SECTIONS 13-3601 THROUGH 13-3606; ADDING DEFINITIONS, PERMIT REQUIREMENTS, PERMIT APPLICATION PROCEDURES, LOCATION REQUIREMENTS, SAFETY REQUIREMENTS, AND POSTING REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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**BACKGROUND:**

In early 2021, certain community members began operating a refrigerator outside of a local storefront for the purposes of providing free, donated food to anyone who needed it. After about six months of operation, City staff received several complaints related to the refrigerator and, upon investigation, provided notice that the refrigerator was not compliant with multiple City Code provisions, namely 10-204, which prohibits any unattended appliances. City staff were asked to draft an ordinance that would amend Section 10-204 of the City Code to allow these "Community Resource Refrigerators" to operate. City staff were also asked to draft regulatory code provisions to ensure minimum compliance and safety standards. Ordinance O-2122-17 was presented first to the Business and Community Affairs Council Sub-Committee on September 2, 2021, and to the full Council during its Council Conference on September 14, 2021.

**DISCUSSION:**

Attached is Ordinance O-2122-17, which proposes adding permitting requirements for community resource refrigerators, as well as changes to Section 10-204 that excepts community refrigerators that have a valid City permit from the general prohibition on unattended appliances.

City staff consulted with community stakeholders and relevant city enforcement officials prior to drafting the proposed language. The resulting proposed ordinance attempts to balance the need for minimum regulatory requirements to ensure safe operation and the ability for community



members to engage in these volunteer efforts that provide low-barrier access to donated food. There is a definite tension between those two needs, as increased safety requirements and regulations increase the cost of establishing community refrigerators, which may make the endeavor cost-prohibitive.

Key elements of the proposed ordinance are as follows:

*Changes to Section 10-204.*

As stated, Section 10-204 currently prohibits unattended appliances. The proposed language adds subsection (c), which exempts “Community Resource Refrigerators” that have a valid permit under the newly-added Article 36 in Chapter 13 of City Code. This exemption allows operation of community refrigerators, provided the requirements of Article 36 are met.

*Addition of Article XXXVI – Community Resource Refrigerators*

Basic regulatory and safety guidelines are proposed by adding Article 36 to Chapter 13, Licenses and Occupations. This Article provides the requirement for a City-issued permit, the permitting procedure, and necessary safety and location requirements.

Permit applications would have five basic requirements:

1. Identification of applicant, property owner, and lessee;
2. Address of the proposed location;
3. A site plan with the proposed refrigerator location clearly marked (site plans are easily obtainable by accessing the interactive map on the City’s website);
4. A signed acknowledgement from the property owner (if applicable), stating that they consent to the proposed use of the property; and
5. A copy of the donation guidelines that the applicant plans to post on the refrigerator (for assurance that guidelines have been contemplated and will be in place once operational)

Once the application is received, the City Clerk and the Department of Planning and Community Development will review the application to ensure that the application meets the requirements and the proposed location does not extend into a right of way. As community refrigerators are, by definition, intended to be donation locations and are not commercial in nature, no fee is required to submit an application.

Additionally, the proposed language requires that the community refrigerators be on private, nonresidential zoned property. Allowing community refrigerators on public property is not advisable due to potential risk of liability. To ensure compliance with certain requirements of the fire code, outdoor outlet protectors are required and the language does not allow for the use of extension cords. Of course, each situation will be different, so applicants should take steps to ensure that the proposed location and operation are in compliance with all fire prevention requirements prior to beginning operation.

In regard to food safety, the proposed language simply requires that donation guidelines be implemented and physically posted on each community refrigerator for the purposes of promoting safe donation practices. This eliminates the need for City enforcement to monitor food donations that are deposited in each refrigerator. No specific or set food safety regulations are proposed since there are no State regulations that would apply to non-commercial food

establishments. Self-regulation of these community refrigerators are expected, which is why there is also a requirement that a contact number be posted on the refrigerator, in the event that an issue needs to be addressed. However, the City would still have the ability to address any public safety hazards that result from a failure of the expected self-regulation and enforcement, pursuant to Section 10-203.

**CONCLUSION:**

Staff recommended adoption of Ordinance O-2122-17.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 10-204 TO EXEMPT REGISTERED COMMUNITY RESOURCE REFRIGERATORS; ADDING ARTICLE XXXVI COMMUNITY RESOURCE REFRIGERATORS, SECTIONS 13-3601 THROUGH 13-3606; ADDING DEFINITIONS, PERMIT REQUIREMENTS, PERMIT APPLICATION PROCEDURES, LOCATION REQUIREMENTS, SAFETY REQUIREMENTS, AND POSTING REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- § 1. That Sections 10-204 of Chapter 10 of the Code of the City of Norman shall be amended to read as follows:

**Sec. 10-204. - Iceboxes, refrigerators, other appliances, a nuisance.**

- (a) No person shall keep, maintain, or allow on any premises owned or controlled by him, any abandoned, unattended or discarded icebox, refrigerator, or other container or appliance of any kind; and the continued existence of such abandoned, unattended or discarded articles shall constitute a public nuisance.
- (b) Upon written notice by the City, the person keeping, maintaining, or allowing such an icebox, refrigerator, or container or appliance shall remove such nuisance.
- (c) This section shall not apply to Community Resource Refrigerators that have a valid permit as set forth in Article XXXVI of Chapter 13 of the City Code.

- § 2. That “Article XXXVI – COMMUNITY RESOURCE REFRIGERATORS” shall be added to Chapter 13 of the Code of the City of Norman as follows:

**Sec. 13-3601. - Definitions.**

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

*Community Resource Refrigerator:* A refrigerator located on private property that is openly accessible to the public and which serves as a point of direct distribution of food items to consumers without requiring anything of monetary value.

*Public right-of-way:* Any street or highway and property adjacent to streets and highways which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion; or any bridge, alley, sidewalk, pedestrian way, stairs or elevator which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion.

**Section 13-3602. - Permit Required.**

No person shall operate or maintain a community resource refrigerator without complying with all provisions of this article and without having previously obtained a permit as provided in this chapter.

**Sec. 13-3603. - Application procedure for permit.**

(a) Contents of application.

- (1) The full name, address and telephone number of both the owner and lessee (if applicable) on whose premises the community resource refrigerator will be installed, operated, connected or maintained.
- (2) Address of property where the community resource refrigerator will be located.
- (3) Site plan of the subject property with proposed location of the community resource refrigerator clearly marked.
- (4) If the applicant is not the property owner, a signed acknowledgement from the property owner stating that the property owner consents to the proposed use of the property.
- (5) A copy of donation guidelines that the applicant intends to post on the community resource refrigerator to comply with the requirement of Section 13-3605(a).

(b) Review of application. The City Clerk and the Department of Planning and Community Development shall review the application to ensure:

- i. That the above content requirements have been met; and
- ii. That the chosen location of the community resource refrigerator is located on a nonresidential use property and does not extend onto the public right of way.

(c) No fee shall be required to file an application under this section.

**Sec. 13-3604. – Location requirements.**

All community resource refrigerators must be located on private, nonresidential use property.

**Sec. 13-3605. – Safety Requirements.**

- (a) All applicants for a community resource refrigerator permit shall implement and maintain appropriate donation guidelines that promote safe donation practices.
- (b) Daily temperature checks shall be taken to ensure that the inside temperature of the refrigerator is sufficient to maintain proper food safety.

- (c) If placed outdoors, the refrigerator must be connected directly to an appropriate outdoor outlet which is protected by an in-use receptacle cover that protects the outlet from the elements and is capable of preventing the refrigerator from being unplugged.

**Sec. 13-3606. – Required information to be posted.**

The following shall be posted in a conspicuous place directly on the community resource refrigerator:

- (a) Language designating the refrigerator as a community resource refrigerator.
- (b) Donation guidelines that have been adopted pursuant to 13-3605(a).
- (c) Contact information, including a phone number, to contact in the event that the community resource refrigerator is nonfunctioning or is in need of service.
- (d) Contact information for the City of Norman Code Compliance Department.

§ 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Mayor)

NOT ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 10-204 TO EXEMPT REGISTERED COMMUNITY RESOURCE REFRIGERATORS; ADDING ARTICLE XXXVI COMMUNITY RESOURCE REFRIGERATORS, SECTIONS 13-3601 THROUGH 13-3606; ADDING DEFINITIONS, PERMIT REQUIREMENTS, PERMIT APPLICATION PROCEDURES, LOCATION REQUIREMENTS, SAFETY REQUIREMENTS, AND POSTING REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- § 1. That Sections 10-204 of Chapter 10 of the Code of the City of Norman shall be amended to read as follows:

**Sec. 10-204. - Iceboxes, refrigerators, other appliances, a nuisance.**

- (a) No person shall keep, maintain, or allow on any premises owned or controlled by him, any abandoned, unattended or discarded icebox, refrigerator, or other container or appliance of any kind; and the continued existence of such abandoned, unattended or discarded articles shall constitute a public nuisance.
- (b) Upon written notice by the City, the person keeping, maintaining, or allowing such an icebox, refrigerator, or container or appliance shall remove such nuisance.
- (c) This section shall not apply to Community Resource Refrigerators that have a valid permit as set forth in Article XXXVI of Chapter 13 of the City Code.

- § 2. That “Article XXXVI – COMMUNITY RESOURCE REFRIGERATORS” shall be added to Chapter 13 of the Code of the City of Norman as follows:

**Sec. 13-3601. - Definitions.**

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

*Community Resource Refrigerator:* A refrigerator located on private property that is openly accessible to the public and which serves as a point of direct distribution of food items to consumers without requiring anything of monetary value.

*Public right-of-way:* Any street or highway and property adjacent to streets and highways which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion; or any bridge, alley, sidewalk, pedestrian way, stairs or elevator which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion.



**Section 13-3602. - Permit Required.**

No person shall operate or maintain a community resource refrigerator without complying with all provisions of this article and without having previously obtained a permit as provided in this chapter.

**Sec. 13-3603. - Application procedure for permit.**

(a) Contents of application.

- (1) The full name, address and telephone number of both the owner and lessee (if applicable) on whose premises the community resource refrigerator will be installed, operated, connected or maintained.
- (2) Address of property where the community resource refrigerator will be located.
- (3) Site plan of the subject property with proposed location of the community resource refrigerator clearly marked.
- (4) If the applicant is not the property owner, a signed acknowledgement from the property owner stating that the property owner consents to the proposed use of the property.
- (5) A copy of donation guidelines that the applicant intends to post on the community resource refrigerator to comply with the requirement of Section 13-3605(a).

(b) Review of application. The City Clerk and the Department of Planning and Community Development shall review the application to ensure:

- i. That the above content requirements have been met; and
- ii. That the chosen location of the community resource refrigerator is located on a nonresidential use property and does not extend onto the public right of way.

(c) No fee shall be required to file an application under this section.

**Sec. 13-3604. – Location requirements.**

All community resource refrigerators must be located on private, nonresidential use property.

**Sec. 13-3605. – Safety Requirements.**

- (a) All applicants for a community resource refrigerator permit shall implement and maintain appropriate donation guidelines that promote safe donation practices.
- (b) Daily temperature checks shall be taken to ensure that the inside temperature of the refrigerator is sufficient to maintain proper food safety.

- (c) If placed outdoors, the refrigerator must be connected directly to an appropriate outdoor outlet which is protected by an in-use receptacle cover that protects the outlet from the elements and is capable of preventing the refrigerator from being unplugged.

**Sec. 13-3606. – Required information to be posted.**

The following shall be posted in a conspicuous place directly on the community resource refrigerator:

- (a) Language designating the refrigerator as a community resource refrigerator.  
(b) Donation guidelines that have been adopted pursuant to 13-3605(a).  
(c) Contact information, including a phone number, to contact in the event that the community resource refrigerator is nonfunctioning or is in need of service.  
(d) Contact information for the City of Norman Code Compliance Department.

§ 3. **SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Mayor)

NOT ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)

**REQUIREMENTS FOR A COMMUNITY RESOURCE REFRIGERATOR PERMIT**

1. The applicant must fill out the application in full, including all required attachments as listed on the application.
2. The refrigerator must be located on private, non-residential use property.
3. The applicant must obtain the property owner's permission and attach a signed acknowledgement from the property owner evidencing their consent to the property being used to house a community resource refrigerator.
4. If placed outside, the refrigerator must be plugged directly into (i.e., no extension cords) an appropriate outdoor outlet secured by an in-use receptacle cover.
5. Applicants must attach the following to their application:
  - a. A copy of the donation guidelines that the applicant plans on posting on the face of the refrigerator.
  - b. A signed acknowledgement by the property owner (if applicable) consenting to the use of the property for the purpose of housing a community resource refrigerator.
  - c. A site plan of the subject property with the proposed location of the community resource refrigerator clearly marked. Please see the document "How to print a site plan using the City's interactive GIS map" if you need help completing this step.
6. After securing a permit, the refrigerator must have the following information posted on the face of the refrigerator:
  - a. Language designating the refrigerator as a community resource refrigerator.
  - b. Food donation guidelines.
  - c. Contact information, including a phone number, to contact in the event that the community resource refrigerator is nonfunctioning or is in need of service.
  - d. Contact information for the City of Norman Code Compliance Department:

**Code Compliance Contact Information:**

405-366-5332

codecomplaints@normanok.gov

**COMMUNITY RESOURCE REFRIGERATOR PERMIT  
CITY OF NORMAN**

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Name of Applicant (If Corporation or Partnership, State Name) Telephone Number

---

Address of Applicant City Zip Code

---

Applicant Email Address

---

Refrigerator Location Address City Zip Code

---

Name of Property Owner (If different from Applicant) Telephone Number

---

Address of Property Owner City Zip Code

---

Property Owner Email Address**CONTACT INFORMATION THAT WILL BE POSTED ON FACE OF REFRIGERATOR**

---

Telephone Number (Required) Email Address or other contact information**Attach the following documents:**

- Signed acknowledgement by property owner (if applicable)
- Site plan of property with location clearly marked (see attached FAQ for more information)
- Copy of your planned donation guidelines

\* \* \* \* \*

Pursuant to Chapter 13, of the Code of the City of Norman, Oklahoma, I do hereby certify that I meet all requirements necessary for the above-stated license.

---

Applicant's Signature**Office Use Only**

All provisions regarding location requirements as required by the Code of the City of Norman are in compliance and I hereby approve the application of the above-named applicant for a community resource refrigerator permit.

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Planning Department Date  
201 West Gray, Building "A" 366-5432Remarks 

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# CITY OF NORMAN

**Community Resource Refrigerators**

**Anthony Purinton**

**Asst. City Attorney**



# Background

- Jan/Feb of 2021: Community Fridge begins operating on Main St.
- June 2021: Code Compliance received complaints about the fridge
- July 2021: Fridge on Main St. is removed and relocated as it does not comply with 10-204 & 10-205
- Second fridge on Lindsey St. brought inside building after Main St. relocation





# Current Barriers

## Section 10-204

- Current City Code only allows “attended” community fridges
- Generally prevents community fridges from being placed outside

# Staff Assignment: Code Change

Item 25.

Staff assigned to draft ordinance that:

- (1) Allows operation of “unattended” community refrigerators similar to the ones that had been operating (i.e., exemption from 10-204); &
- (2) Places safety regulations on operator of community refrigerators.

# Step One: What is a “Community Refrigerator”

Item 25.

Process:

- Aggregate data from community refrigerators across U.S.
- Local Stakeholder interviews

# Step One: What is a “Community Refrigerator”

Item 25.

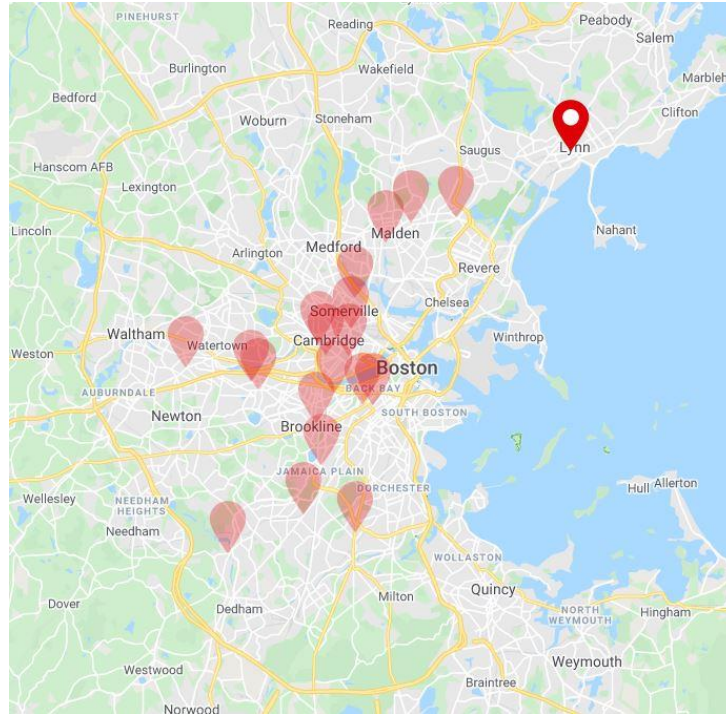


*Item 25.*



# Step One: What is a “Community Refrigerator”

Item 25.





# Step One: What is a “Community Refrigerator”

Item 25.

- Basic characteristics
  - Goal of addressing local food insecurity
  - Most are outdoors
  - Monitored and stocked by community volunteers
  - Low barrier (i.e., no requirement to take or give)
  - Hosted on local private property or business
  - Mutual Aid Model – “Solidarity, not charity”

# Staff Assignment: Code Change

Item 25.

Staff assigned to draft ordinance that:

- (1) Allows operation of “unattended” community refrigerators similar to the ones that had been operating (i.e., exemption from 10-204); &
- (2) Places safety regulations on operator of community refrigerators.

Tension



# Assignment reframed

How can we draft an ordinance that:

- (1) Imposes safety regulations on community refrigerators
- (2) In a way that still allows the operation of community refrigerators similar to the ones that had been operating

## Step Two: Regulatory Context

### Other Municipalities:

- No other municipal regulation specific to community fridges
- At least one (Boston) has adopted informal guidance on how to operate

### Oklahoma:

- No state health regulations “noncommercial”
- Other barriers may exist – both generally and in fact-specific situations

# Step Three: Drafting

Item 25.

## Overview:

- Exception included in Chapter 10 Sec. 10-204
- New Article added in Chapter 13 that allows for a permit
- Minimum safety guidelines and regulations (generally consistent with prior operations)

# 10-204

Sec. 10-204. - Iceboxes, refrigerators, other appliances, a nuisance.

(a) No person shall keep, maintain, or allow on any premises owned or controlled by him, any abandoned, unattended or discarded icebox, refrigerator, or other container or appliance of any kind; and the continued existence of such abandoned, unattended or discarded articles shall constitute a public nuisance.

(b) Upon written notice by the City, the person keeping, maintaining, or allowing such an icebox, refrigerator, or container or appliance shall remove such nuisance.

(c) This section shall not apply to Community Resource Refrigerators that have a valid permit as set forth in Article XXXVI of Chapter 13 of the City Code.



# Chapter 13: Licenses and Occupations

## Sec. 13-3601. - Definitions.

***Community Resource Refrigerator:*** A refrigerator located on private property that is openly accessible to the public and which serves as a point of direct distribution of food items to consumers without requiring anything of monetary value.

***Public right-of-way:*** Any street or highway and property adjacent to streets and highways which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion; or any bridge, alley, sidewalk, pedestrian way, stairs or elevator which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion.

# Requirements:

## Sec. 13-3602 – 13-3604

- Permit required – no fee to apply
- Application requirements:
  - Basic identification info of property & property owner/lessee
  - Site plan with fridge location marked
  - Signed acknowledgement from property owner (if applicable)
  - Reference copy of their donation guidelines they intend to post
- Location
  - Private property
  - Nonresidential property

# Safety requirements

## Sec. 13-3606

Item 25.

- Must post donation guidelines to promote safe donation practices
- Daily temperature checks
- If outdoors, need an appropriate outdoor outlet and an in-use receptacle cover
- Other code requirements may apply depending on situation (fire code, building code, etc.)

# Posting requirements

## Sec. 13-3606

Item 25.

- Language designating the refrigerator as a community resource refrigerator.
- Donation guidelines
- Contact information, including a phone number, to contact in the event that the community resource refrigerator is nonfunctioning or is in need of service.
- Contact information for the City of Norman Code Compliance Department.

# QUESTIONS?



## How to print a site plan from the City's website:

1. First, open the interactive map as found on the City's website: <https://www.normanok.gov/your-government/departments/planning-and-community-development/gis-services>

**City of Norman, OK**  
Building an Inclusive Community

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Home > Your Government > Find a Department > Planning and Community Development > GIS Services

### Planning and Community Development

- Your Government Overview
- Boards & Commissions
- City Council
- City Ordinances
- > Departments
  - City Attorney
  - City Clerk
  - City Manager
  - Finance
  - Human Resources
  - Information Technology
  - Municipal Court
  - Parks & Recreation
  - > Planning and Community Development
    - Planning and Zoning
    - Planning Projects
    - Code Compliance
    - Development Services
    - > **GIS Services**
      - Grant Programs
    - Public Works Department
    - Utilities
  - Diversity and Equity
  - Mayor
  - Projects & Initiatives
  - Public Information

## GIS Services

The mission of this division of the Planning and Community Development Department is to provide decision and policy makers within the city information needed to effectively manage the city's resources in a format that can be easily understood and visualized in a fashion that allows patterns and relationships to be discerned. In order to fulfill this mission, GIS Services maintains geographically enabled databases documenting all the major components of the infrastructure and legally mandated management zones for the City of Norman. These databases include, but are not limited to: wastewater collection system, water distribution system, storm water collection system, zoning, Norman 2025 land use plan, city council wards, historic districts, recoupment districts, property ownership patterns, street centerlines, building footprints, paving, fences, trees, police beats, fire districts, sanitation routing, topography, hydrography, and digital aerial orthophotography.

This division exists because the majority of the resources that a city must manage (sewer line, water lines, streets) and the services it must provide (water or trash service to a residence, calls for police or fire service) have a geographic component. Creating databases organized around geography allows the content to be modeled and visualized more effectively. The capacity to link data, which previously did not exist or was stored in unrelated tables, facilitates more creative and efficient problem solving and service delivery citywide.

## Mapping Applications and Resources

### Open Data & Mapping

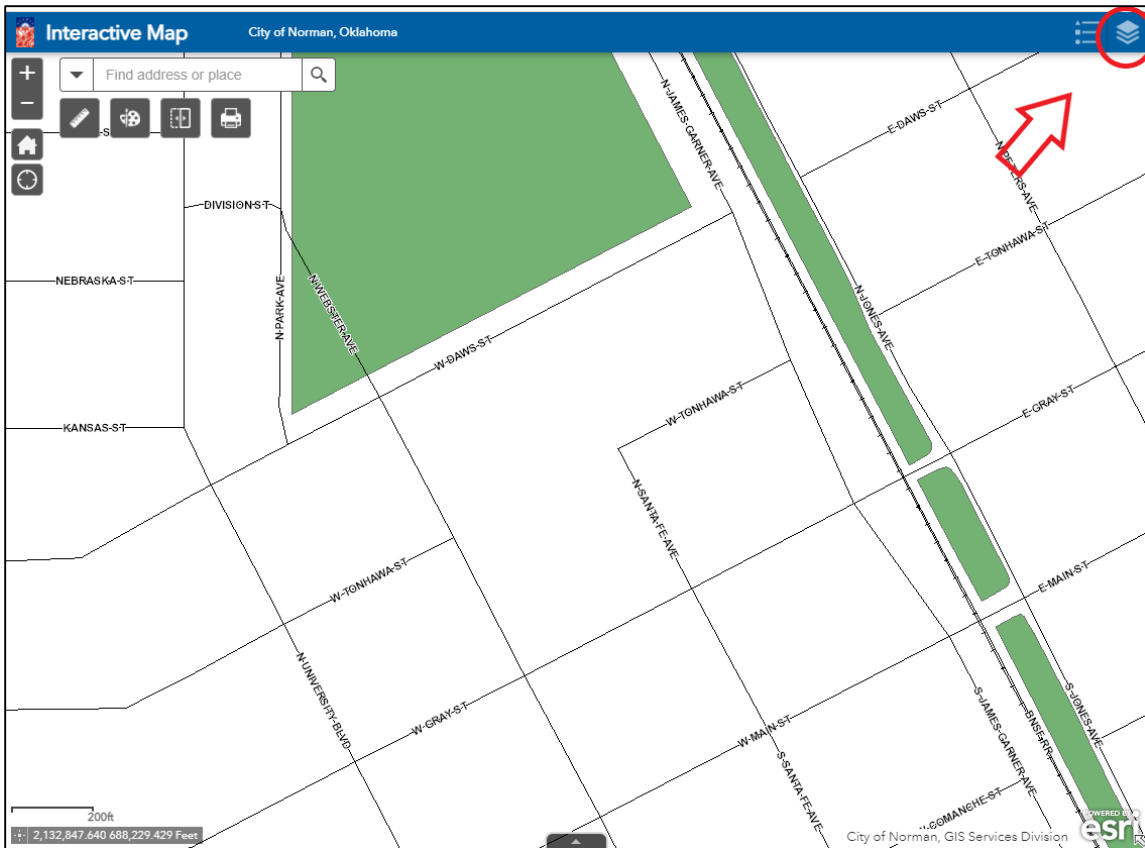
### Interactive Map

The map provides display and identify access to many of the City's GIS layers. The data are to be used for general reference only. All data are provided as is, with all faults, and without warranty of any kind, expressed or implied, including but not limited to, the implied purpose. The City of Norman does not warrant that the data will meet your requirements nor that operation of the data and/or application will be uninterrupted and error free. Maps and data generated using these applications may be e-mailed or printed, with the understanding that they will be used for general reference only, without any claims of completeness or accuracy.

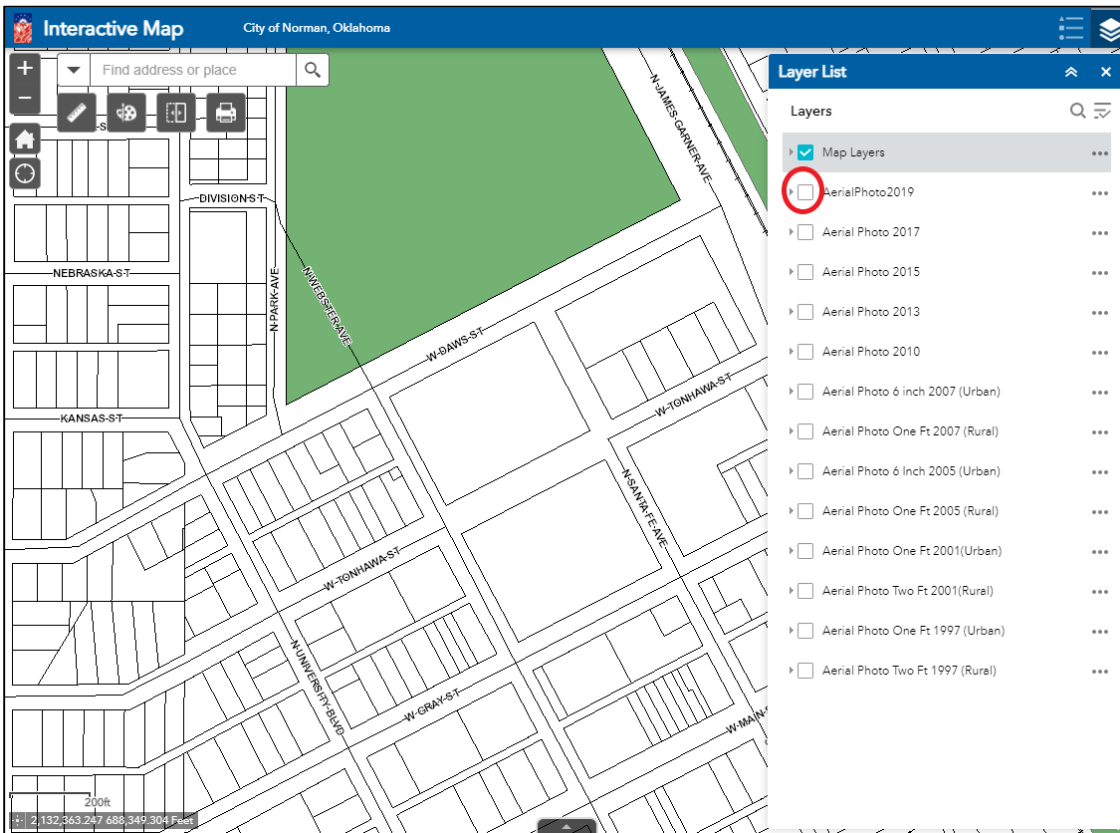
[Open Interactive Map](#)



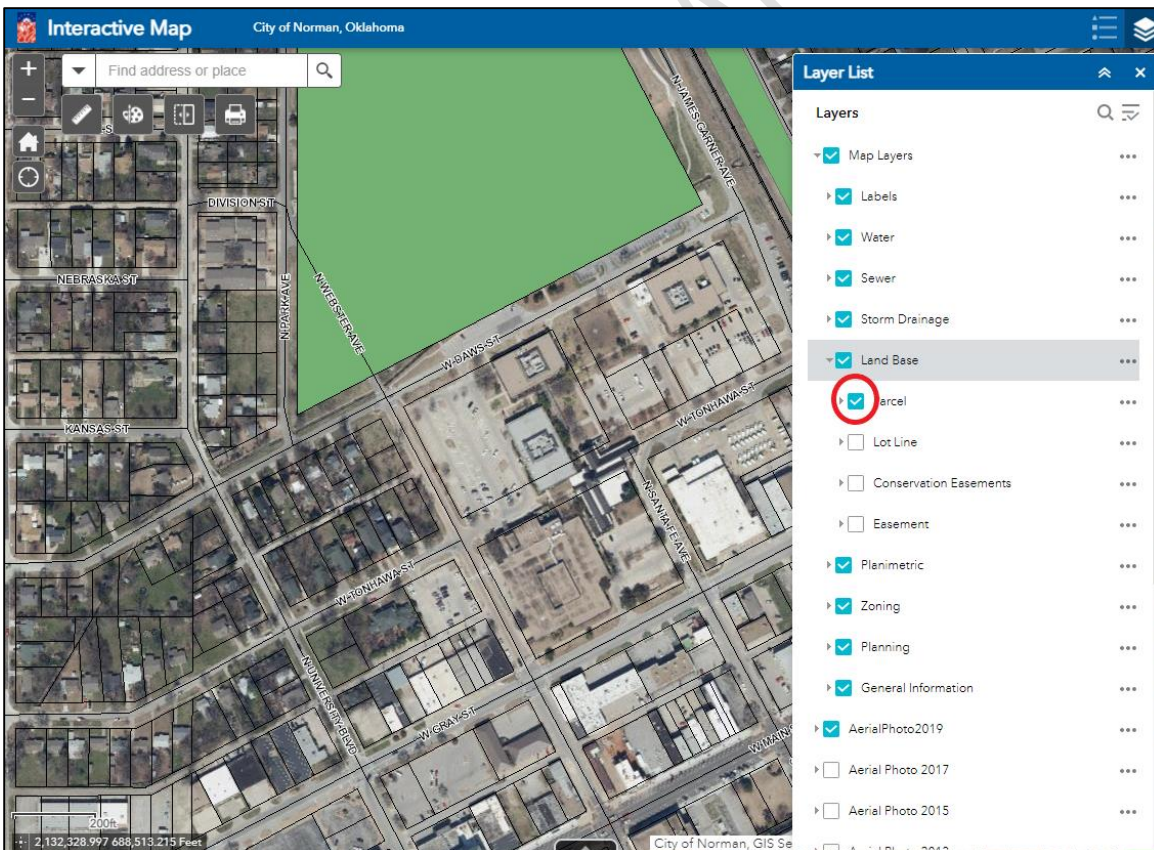
2. Search for the subject property on the map. You can either scroll and find the property or you can search for a property using the search bar. Once you find the subject property on the interactive map, open the “layer list” by clicking the layer tab in the top right corner of the map.



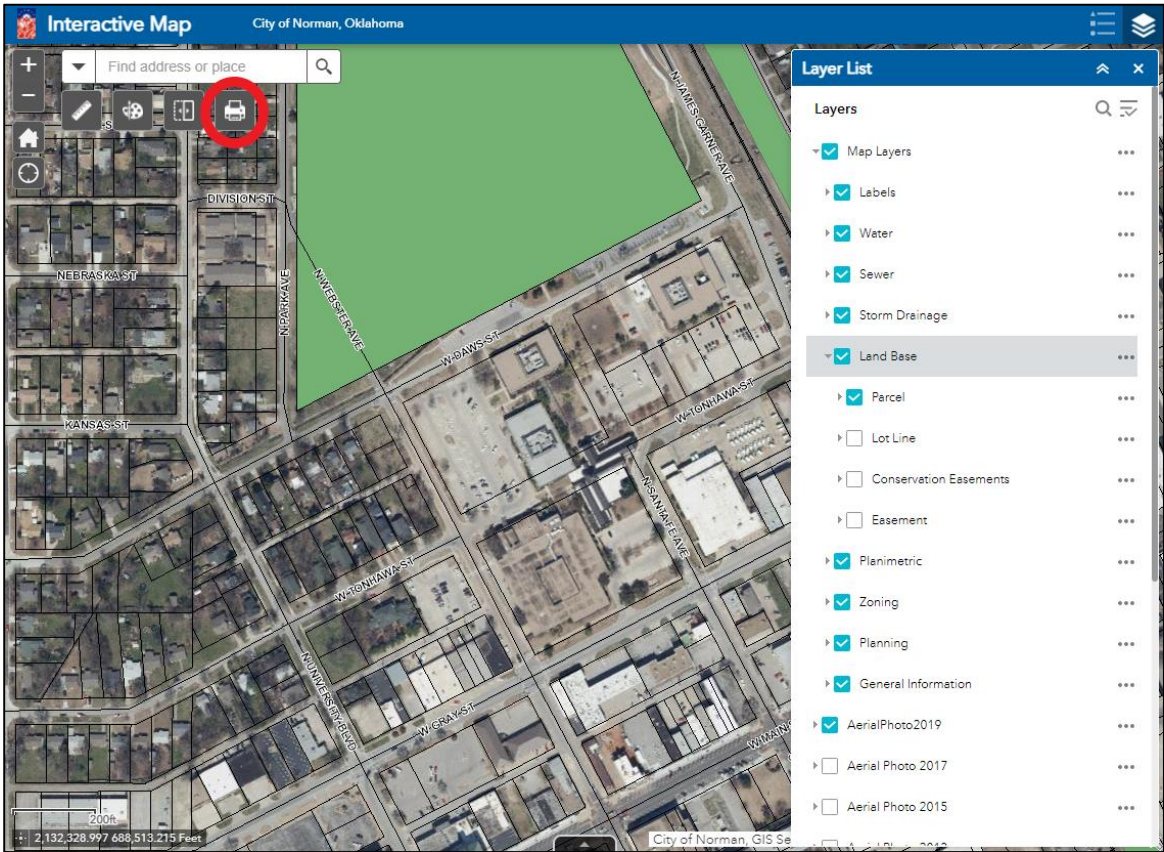
3. Check the box for “AerialPhoto2019”



4. Under “Map layers” check the box for “Parcel” found under the “Land Base” tab.



5. Zoom in on the subject property and click the Printer button found in the top left corner.



**File Attachments for Item:**

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-20 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.

**Item 26****CITY OF NORMAN, OK  
STAFF REPORT**

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**MEETING DATE:** 10/12/2021  
**REQUESTER:** Kathryn L. Walker  
**PRESENTER:** Kathryn L. Walker, City Attorney

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-20 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.

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**BACKGROUND:**

Resolution R-2122-39 and Ordinance O-2122-20 relate to the implementation of the 9<sup>th</sup> year of a ten-year Business Improvement District (BID) plan that was first requested by the property owners in 2012. The BID plan provides \$2 million over a ten-year period (\$200,000 per year) to maintain and enhance the use of Legacy Park and Legacy Trail, provide for entrances into the UNP District, and further stimulate economic development in the District. The Resolution gives formal notice to the current Property Owners within the BID District of the proposed assessments for this 9<sup>th</sup> year of the BID Plan.

The Project Plan for the University North Park (UNP) Tax Increment Finance (TIF) District (Ordinance 0506-66; adopted May, 2006) provides for the development of Legacy Park. Development Agreement No. 3 ("DA No. 3" approved in 2007) provided an outline for Legacy Park Development, construction, and future maintenance. Under that agreement, the Developer was required to donate the Park property to the City, the City would then construct the Park using UNP TIF Revenues, and the Developer would then maintain the Park (excluding capital



maintenance items). Development Agreement No. 3 also provided for \$900,000 in TIF revenues to serve as Development Assistance for the purpose of helping to establish a viable maintenance matching fund for the Park.

The Legacy Park design was completed in the fall of 2009. The Park design, by Howard-Fairbairn Associates and accepted by the Norman Tax Increment Finance Authority (NTIFA)/Council, was recognized by the American Society of Landscape Architecture as the recipient of the Central States Design Honor Award.

Development Agreement No. 5, ("DA No. 5" approved in 2012) solidified funding for Legacy Park construction and solidified the Legacy Park and Legacy Trail maintenance structure, utilizing the \$900,000 in Development Assistance referenced in DA No. 3 in a BID format to leverage those funds with \$1.1 million in matching funding from BID District Property owners. University Town Center LLC (the "Developer") and University North Park, LLC (a wholly owned subsidiary of the OU Foundation and owner of most of the northern portion of the University North Park development) agreed to request that the City create a Business Improvement District (BID) to provide matching funding for maintenance for both Legacy Park and the portions of Legacy Trail within University North Park. The \$900,000 in Development Assistance referenced in DA No. 3 was structured to provide BID funding of \$200,000 per year through allocation of a combination of TIF funds and BID assessments over the ten years of the life of the BID. The first year started with a \$200,000 TIF Fund allocation. The second year was composed of a \$25,000 BID assessment and a \$175,000 TIF Fund allocation. The third and subsequent years increase the BID assessment by \$25,000 and reduce the TIF Fund allocation by \$25,000 each year until a total of \$2,000,000 is provided for BID maintenance and improvements over the ten-year period.

In June of 2014, when it was time to make the first assessment for the BID Property Owner contribution of \$25,000, the City received a petition from more than 80% of the property owners in University North Park requesting the BID be created. Council adopted Resolution R-1415-11 creating the University North Park Business Improvement District, in July 2014. Ordinance O-1415-4 was later approved adopting the assessment roll as proposed. Once the BID was created, this same process of notice of assessments to later be followed by an assessment Ordinance was followed in July and August of 2015 to levy a \$50,000 assessment to the BID property owners. This year, in Resolution R-2122-39 the notice process is beginning which will ultimately culminate in an assessment Ordinance for Council to consider on October 12, 2021 to levy a \$200,000 assessment to the BID property owners.

These assessments and processes are all in accordance with the Original UNP BID Plan referenced in DA No. 5 and the original BID Petition presented to City Council in 2014, as well as the Amended and Restated Master Operating and Development Agreement and the 2019 Project Plan Amendments. Because the assessments vary from year to year based upon the TIF Revenue's declining annual contribution and the corresponding increase in the property owner's contribution to the BID, the City must hold a hearing on the proposed assessments each year. Adjustments in the assessments to individual properties within the BID on an annual basis is also necessary because as additional development in the district occurs, the pro-rata share of the property owner's cost will change with changes those annual changes in the number and value of properties within the BID area.



**DISCUSSION:**

Resolution R-2122-39 acknowledges receipt by the City Clerk of the 2022 University North Park Business Improvement District Assessment Roll and corresponding Assessment Plat. The Resolution also authorizes the Clerk to provide notice to the property owners in the district of a hearing on the assessments on October 12, 2021 at 6:30 p.m. This process also requires an Ordinance (Ordinance O-2122-20) officially levying the assessments and granting the City authority to place a lien on property if assessments are not paid. The \$175,000 assessed and collected last fiscal year was included in the Budget for Legacy Park maintenance in fiscal year 2021-2022 (FYE22). Similarly, the \$200,000 in assessments that will be levied and collected this fiscal year will be included in the budget for FYE 23. On October 12, 2021, the ordinance allowing the levy and collection of the \$200,000 will be placed on the Agenda for 2nd Reading following the public hearing on the assessments.

With this 9<sup>th</sup> year of the BID Plan, a total of \$1,800,000 will have been set aside for BID activities. The proceeds from the BID have been utilized for Legacy Park Maintenance, including restroom maintenance, as well as holiday decorations, and fountain maintenance. Additionally, the BID Board recommended, and Council approved the use of BID funds up to \$196,000, leveraged with UNP Developer Funds, for the design and construction of entrances into the BID District at Robinson Street. The UNP BID Board has also worked on Legacy Park Use Policies as well as exploration of Public / Private partnerships to enhance park utilization.

**RECOMMENDATION:**

Staff recommends approval of Ordinance O-2122-20 upon second and final reading.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the Council of the City of Norman, Oklahoma adopted Resolution No. R-1415-11 creating the University North Park Business Improvement District on July 8, 2014; and
- § 2. WHEREAS, the Council of the City of Norman, Oklahoma adopted Resolution No. R-2122-39 acknowledging the receipt of the 2022 Assessment Roll and 2022 Assessment Plat and directing a public hearing on the proposed Assessment Roll and Assessment Plat on October 12, 2021; and
- § 3. WHEREAS, notice for the public hearing on the proposed Assessment Roll and Assessment Plat was provided in the manner proscribed by 11 O.S. §39-103.1; and
- § 4. WHEREAS, the public hearing on the 2021 Assessment Roll and 2021 Assessment Plat was held on October 12, 2021.

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

- § 5. Pursuant to 11 O.S. §39-111, the Council of the City of Norman, Oklahoma hereby adopts and ratifies the Assessment Roll ("Assessment Roll") attached to this Ordinance as Exhibit "A" and incorporated into this Ordinance by reference as if fully set forth herein. The Council of the City of Norman, Oklahoma, hereby further levies the assessments set forth in the aforesaid Assessment Roll against the tracts or parcels as referenced therein.
- § 6. Pursuant to 11 O.S. §39-112(A)(1), the Council of the City of Norman, Oklahoma hereby further establishes the time and terms of paying the assessment as follows: The total amount of the annual net assessment against any tract or parcel (*See* attached Exhibit "A") must be paid in full by March 31, 2022 by cash or check to

the Finance Director of the City of Norman, P.O. Box 370, Norman, Oklahoma (73070) (the "City Finance Director").

- § 7. Pursuant to 11 O.S. §39-112(A)(3), the Council of the City of Norman, Oklahoma hereby further establishes and fixes the following penalties to be charged:

For any assessment for which the total amount of the assessment is not paid in full by March 31, 2022, the amount of ten percent (10%) of the total amount of the unpaid assessment due shall be added to the total assessment due as a penalty, which penalty shall continue until fully paid.

- § 8. The assessments adopted, ratified and levied, as set forth in Sections 1 and 2 of this Ordinance, are hereby adopted, ratified, and levied against those lands and properties legally described in Exhibit "A", attached hereto.
- § 9. Pursuant to 11 O.S. §39-112(C), the City Clerk shall, after March 31, 2022 prepare, sign, attest with the Municipal Seal, and record in the office of the County Clerk of Cleveland County, a claim of lien for any unpaid portion of the net assessment due and assessed against a tract or parcel of land.
- § 10. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

NOT ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Breea Clark, Mayor

\_\_\_\_\_  
Breea Clark, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk

# EXHIBIT A

## 2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 UNP52 2 2D 001	1673-1683 24th Ave NW LLC - Und 89.89% 421 Country Club Terrace Edmond, OK 73025	UNIVERSITY NORTH PARK SEC V PUD REPLT PRT LT 2 BLK 2 LOT 2D BLOCK 2	\$ 2,349
NCT2 UNP14 1 1 001	24th Avenue Apartments, LLC 4 E. Sheridan Ave., Unit Ste 300 Oklahoma City, OK 73104-2513	UNIVERSITY NORTH PARK XIV LOT 1 BLOCK 1	\$ 29,385
NCT2 UNPS6 1 9A 001	Bridgestone Retail Operations, LLC 200 4th Ave. South, Ste. 100 Nashville, TN 37214	HIBDON ADD LT 2 BLK 1	\$ 1,247
NCT2 UNP12 1 4A 001	Carmax Auto Superstores, Inc. P.O. Box 29965 Richmond, VA 23242	UNIVERSITY NORTH PARK SEC XII LOT 4A BLOCK 1 AKA BEING PRT LT 3 & ALL LT 4 & PRT LT 5 BLK 1	\$ 4,070
NCT2 UNPS8 1 1 001	CBH Investments LLC 2200 W. 15th St. Edmond, OK 73013-2639	UNIVERSITY NORTH PARK SEC VIII PUD LOT 1 BLOCK 1	\$ 8,172
NCT2 UNPC2 1 1 001	Commander Aircraft Corp. 1950 Goddard Ave. Norman, OK 73069	UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 1 BLOCK 1	\$ -
NCT2 UNP12 1 1 001	DD1 Speed Mart, LLC P.O. Box 890503 Oklahoma City, OK 73189-0503	UNIVERSITY NORTH PARK SEC XII LOT 1 BLOCK 1	\$ 1,030
NCT2 UNP52 2 2A 001	DRE Norman I, LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC V PUD REPLT PRT LT 2 BLK 2 LOT 2A BLOCK 2	\$ 3,678
NCT2 UNPR4 1 2 001	DRE Norman II, LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK IV PUD REPLT LOT 2 BLOCK 1	\$ 2,904
NCT2 UNPS6 1 8A 001	DRE Norman III, LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC VI PUD LOT 8A BLOCK 1	\$ 2,147
NCT2 UNPS1 1 7 001	Halle Properties LLC 20225 N. Scottsdale Road, Dept. 11000KO Scottsdale, AZ 85255-6456	UNIVERSITY NORTH PARK SEC 1 LOT 7 BLOCK 1	\$ 938

## 2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 UNPC2 1 3 001	Immuno-Mycologics 2701 Corporate Centre Dr. Norman, OK 73069-2901	UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 3 BLOCK 1	\$ 8,816
	Norman Econ. Development Coalition P.O. Box 5387 Norman, OK 73070-5387		\$ 900
NCT2 UNPS5 1 3 001	International Bank of Commerce 3817 NW Expressway, Ste. 100 Oklahoma City, OK 73112-1448	UNIVERSITY NORTH PARK SEC V PUD LOT 3 BLOCK 1	\$ 1,243
NCT2 UNPS6 1 6A 001	JPHM Investments, LLC 560 E. Memorial Road Oklahoma City, OK 73114-2286	UNIVERSITY NORTH PARK SEC VI PUD LOT 6A BLOCK 1	\$ 2,277
NCT2 UNPS2 1 1 001	JQH-NORMAN DEVELOPMENT LLC 12735 Morris Rd. Ext. 400 Alpharetta, GA 30004	UNIVERSITY NORTH PK SEC II PUD BLOCK 1 LOT 1	\$ 23,379
NCT2 UNPS2 1 2 001			\$ 5,934
NCT2 UNPR1 2 2A 001	KBROS LLC 630 Pana PL. Honolulu, HI 96816-4457	SHORT FORM PLAT LT 2 BLK 2 OF REPLT OF LT 1 BLK 2 UNIVERSITY NORTH PARK SEC 1 PUD LT 2A BLK 2	\$ 766
NCT2 UNPS6 1 10A 001	Mathis Bros. Tulsa, LLC 3434 W. Reno Avenue Oklahoma City, OK 73107-6134	UNIVERSITY NORTH PARK SEC VI PUD LOT 10A BLOCK 1	\$ 2,575
NCT2 UNP12 1 2A 001		UNIVERSITY NORTH PARK SEC XII LT 2A BLK 1 AKA LT 2 & PRT LT 3 BLK 1	\$ -
NCT2 UNPS1 1 2A 001	MBD LIMITED, CO 620 N. Berry Road Norman, OK 73069-7542	UNIVERSITY NORTH PARK SEC 1 LT 2A BLK 1 AKA PRT OF LTS 2 AND 3	\$ 1,282
NCT2 UNP15 1 1 001	MEERA-NIAM, LLC 2214 Shadowlake Drive Oklahoma City, OK 73159-7440	UNIVERSITY NORTH PARK SEC XV LOT 1 BLK 1	\$ 5,908
NCT2 UNPC1 1 5 001	Moore Norman Tech Center 4701 12th Ave. NW Norman, OK 73069-8308	UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 5 BLOCK 1	\$ -
NCT2 UNPC1 1 2 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 2 BLOCK 1	\$ -
NCT2 UNPC1 1 1 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 1 BLOCK 1	\$ -
NCT2 UNPC1 1 3 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 3 BLOCK 1	\$ -
NCT2 UNPC1 1 4 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 4 BLOCK 1	\$ -
NCT2 UNPC1 1 6 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 6 BLOCK 1	\$ -



## 2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 UNPS1 1 3A 001	MVP INVESTMENTS, LLC 1300 24th Ave. NW Norman, OK 73069-6481	UNIVERSITY NORTH PARK SEC 1 LT 3A BLK 1 AKA PRT OF LT 3 AND ALL OF LT 4	\$ 1,593
NCT2 UNPC2 2 2 001	Norman Economic Dev Coalition Inc P.O. Box 5387 Norman, OK 73070-5387	UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 2 BLOCK 2	\$ -
NCT2 UNPC1 1 7 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 7 BLOCK 1	\$ -
NCT2 UNPC2 2 3 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 3 BLOCK 2	\$ -
NCT2 UNPC2 2 1 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 1 BLOCK 2	\$ -
NCT2 UNPC2 1 2 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 2 BLOCK 1	\$ -
NCT2 UNPC1 A 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 COMMON AREA A	\$ -
NCT2 UNPR1 2 2B 001	Norman Retail Dst P.O. Box 3666 Oak Brook, IL 60522-3666	SHORT FORM PLAT LT 2 BLK 2 OF REPLT OF LT 1 BLK 2 UNIVERSITY NORTH PARK SEC 1 PUD LT 2B BLK 2	\$ 1,161
NC29 UNP16 1 1 001	Norman Senior Living LLC 12377 Merit Dr., Suite 500 Dallas, TX 75251-2343	UNIVERSITY NORTH PARK XVI LT 1 BLK 1	\$ -
NCT2 UNPPC 1 3A 001	NW Norman Medical Center P.O. Box 722760 Norman, OK 73070	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 3A BLK 1	\$ 1,097
NCT2 UNPPC 1 3B 001		UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 3B BLK 1	\$ 1,167
NC29 UNP17 1 1 001	Outback Properties LLC 6000 Tinker Diagonal Midwest City, 73110-2830	UNIVERSITY NORTH PARK XVII LOT 1 BLK 1	\$ -
NCT2 UNP52 2 2C 001	PAD P Partners 12 Meryton Irvine, CA 92603-3463	UNIVERSITY NORTH PARK SEC V PUD REPLT PRT LT 2 BLK 2 LOT 2C BLOCK 2	\$ 1,682
NCT2 CUNPK 1 1 001	Premier Holdings LLC 3324 Mount Mitchell Lane Norman, OK 73069-3110	CURVE AT UNIVERSITY NORTH PARK LT 1 BLK 1	\$ -
NCT2 UNPPC 1 5 001	Premiere Land Holdings, LLC 3324 Mount Mitchell Lane Norman, OK 73069-3110	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 5 BLOCK 1	\$ 1,966

## 2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 UNRR3 1 1 001	Rainier UTC Acquisitions 13760 Noel Rd., 1020 Dallas, TX 75420	UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) LOT 1 BLOCK 1	\$ 5,424
NCT2 UNRR3 1 2 001		UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) LOT 2 BLOCK 1	\$ 1,534
NCT2 UNRR3 2 2 001		UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) LOT 2 BLOCK 2	\$ 5,957
NCT2 UNPS6 1 2A 001		UNIVERSITY NORTH PARK SEC VI PUD LOT 2A BLOCK 1	\$ 3,479
NCT2 UNPS1 1 6 001		UNIVERSITY NORTH PARK SEC 1 LOT 6 BLOCK 1	\$ 1,802
NCT2 UNPR1 2 1 001		UNIVERSITY NORTH PARK REPLAT LT 1 BLK 2 LOT 1 BLOCK 2	\$ 18,147
NCT2 UNPS5 1 1 001		UNIVERSITY NORTH PARK SEC V PUD LOT 1 BLOCK 1	\$ 3,673
NCT2 UNRR3 2 1 001		UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) LOT 1 BLOCK 2	\$ 7,271
NCT2 UNPS1 B 001		UNIVERSITY NORTH PARK SEC 1 BLOCK B COMMON AREA	\$ -
NCT2 UNPS1 F 001		UNIVERSITY NORTH PARK SEC 1 BLOCK F COMMON AREA	\$ -
NCT2 UNRR3 A 001		UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) BLOCK A	\$ -
NCT2 UNPS1 A 001		UNIVERSITY NORTH PARK SEC 1 BLOCK A COMMON AREA	\$ -
NCT2 UNPR4 1 3 001	ROTH, JAN K VODA-IRA & ROTH, MELINDA S VODA-IRA Brinker International Dallas, TX 75019 c/o	UNIVERSITY NORTH PARK IV PUD REPLT LOT 3 BLOCK 1	\$ 1,506
NCT2 UNPS5 1 2 001	SAIF & SAFIA REAL ESTATE, LLC P.O. Box 722760 Norman, OK 73070-9093	UNIVERSITY NORTH PARK SEC V PUD LOT 2 BLOCK 1	\$ 921
NCT2 UNPS1 1 1A 001	Sleep Studio Properties LLC 3434 W. Reno Avenue Oklahoma City, OK 73107-6134	UNIVERSITY NORTH PARK SEC 1 LT 1A BLK 1 AKA ALL OF LT 1 AND PRT OF LT 2	\$ 1,852
NCT2 UNP10 1 1 001		UNIVERSITY NORTH PARK X LOT 1 BLOCK 1	\$ 2,948
NCT2 UNPS7 1 1 001	Sooner Hospitality LLC 118 N. 7th Ave. Durant, OK 74701-4756	UNIVERSITY NORTH PARK SEC VII PUD LOT 1 BLK 1	\$ 6,795
NCT2 UNPS1 1 5 001	Target Corp P.O. Box 9456 Minneapolis, MN 55440-9456	UNIVERSITY NORTH PARK SEC 1 LOT 5 BLOCK 1	\$ 11,134
NCT2 CUNPK 1 2 001	The Curve at University North Park LLC 1030 Joe Keeley Drive Norman, OK 73072-6126	CURVE AT UNIVERSITY NORTH PARK LT 2 BLK 1	\$ -
NCT2 CUNPK 1 3 001		CURVE AT UNIVERSITY NORTH PARK LT 3 BLK 1	\$ -
NCT2 CUNPK 1 4 001		CURVE AT UNIVERSITY NORTH PARK LT 4 BLK 1	\$ -
NCT2 CUNPK 1 5 001		CURVE AT UNIVERSITY NORTH PARK LT 5 BLK 1	\$ -

## 2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 UNP13A 1 1 001	University Hospitality 118 N. 7th Ave. Durant, OK 74701-4756	UNIVERSITY NORTH PARK SEC XIII AMENDED LT 1 BLK 1	\$ -
NCT2 UNPPC 1 1 001	University North Park 2221 W. Lindsey St., Ste 201 Norman, OK 73069-4066	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 1 BLOCK 1	\$ -
NCT2 UNPPC 1 3C 001	University North Park Professional Center 2221 W. Lindsey St., Suite 201 Norman, OK 73069-4066	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 3C BLK 1	\$ -
NCT2 UNPPC 1 4 001		UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 4 BLOCK 1	\$ -
NCT2 UNP14 A 001	UNIVERSITY NORTH PARK, LLC 100 E. Timberdell Road Norman, OK 73072-6511	UNIVERSITY NORTH PARK XIV COMMON AREA A	\$ -
NCT2 UNP14 B 001		UNIVERSITY NORTH PARK XIV COMMON AREA B	\$ -
NCT2 9 3W 13028		13-9-3W .07 AC BEG AT NW/C OF UNIVERSITY NORTH PARK PROF. CENTER S 1226.50' TO POB THEN E 32.66' THEN ON A C/R R=876.16' (CB S12' 43"W) A DISTANCE OF 144' THEN N 166' TO POB	\$ -
NC29 9 3W 13030		13-9-3W 7.3833 AC PRT W/2 BEG SE/C OF UNIVERSTIY NORTH PARK PROF. CENTER THEN APPROX S 1263' THEN APPROX. W 327' THEN N APPROX 1275' THEN S 69D E 42' E 291.24' TO POB LESS N281.22'	\$ -
NC29 9 3W 14030		14-9-3W 159.01 AC PRT E/2 BEG SE/C APPROX W 2503.04' APPROX N 3952.24' E 1262.33' N8.20' E 1240.71' APPROX S 5968.64' POB LESS A TRACT LYING IN W/2 SEC 13 & E/2 OF SEC 14 BEG 37.01'E & 1223.68'S (R=876.16') CB S 09D W310.22' NW/C SEC 13 POB S 69D E60' E291.24' S281.22' W458.30' N 49D W60' NELY C/L (R=876.16') CB N 30D E307.71' POB & LESS UNIVERSITY NORTH PARK CORP CENTRE SEC 1 & 2 & LESS UNIVERSITY NORTH PARK SEC 12 & 14 & 16 & 17	\$ -

## 2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 9 3W 23 020	UNIVERSITY TOWN CENTER LLC P.O. Box 36799 NC 28236-6799 Charlotte,	23-9-3W 18.38 AC PRT NE/4 BEG NE/C NE/4 W606.86' SOUTHLY C/R (R=1965.41') CB S 07D W1176.02' N 87D E333.87' S 70D E436.14' (R=300') CB S 07D E19.41' SELY TO POINT SEC LINE THENCE NORTH TO POB	\$ -
NCT2 UNPS8 A 001		UNIVERSITY NORTH PARK SEC VIII PUD COMMON AREA A PRIVATE DRIVE	\$ -
NCT2 UNPS8 B 001		UNIVERSITY NORTH PARK SEC VIII PUD COMMON AREA B PRIVATE DRIVE	\$ -
NCT2 9 3W 24 002		24-9-3W .03 AC PRT BEG APPROX N 550' TO POB FROM THE SW/C NW/4 THEN APPROX N 110' THEN S 77D E APPROX 32' THEN S 12D W APPROX 100' TO POB	\$ -
NCT2 UNPS8 C 001		UNIVERSITY NORTH PARK SEC VIII PUD COMMON AREA C	\$ 663
NCT2 9 3W 24 003		24 9 3W 3.42 AC BEG AT THE SW/C OF NW/4 THEN N APPROX 368' THEN S 77D E APPROX 239' N 09D E A DISTANCE OF 360.55' THEN S 77D E APPROX 55' THEN S APPROX 660' THEN W APPROX 355' TO POB	\$ -
NCT2 9 3W 23 021		23-9-3W 41.08 AC PRT E/2 BEG 1114.88' W & 596.46' N SE/C SE/4 TO POB C/L (R=860.21') CB N 16D W488.16' N 33D W200' C/R (R=2002.19') CB N 09D W1682.28' C/R (R=2002.19') CB N 25D E748.94' N 36D E204.23' S 53D E60' N 76D E38.42' S 69D E884.79' N 15D E80' S 75D E16.67' SELY TO PT EAST LINE SEC 23 THENCE APPROX S1135' S 35D W1873.10' POB LESS 9.73 AC TR DESC BK 4760 PG 577 & LESS UNIVERSITY NORTH PARK 7 & LESS UNIVERSITY NORTH PARK 5 REPLT & LESS UNIVERSITY NORTH PARK 8 & 13 & 15 & LESS BEG NW/C LT 1 BLK 1 UNIVERSITY NORTH PARK SEC XIII S 18D W258.68' FOR POB ELY C/L (R=4,951.96') CB S 74D E426.79' S 55D W27.26' WLY C/R (R=4,971.96') CB N 74D W391.29' N 25D W27.26' POB	\$ -
NCT2 9 3W 24 004		24 9 3W 11.01 AC BEG AT THE NW/C NW/4 THEN E APPROX 350' THEN S APPROX 1428' THEN N 70D W APPROX 380' THEN N APPROX 1297' TO POB	\$ -
NCT2 UNPR9 1 3 001	UNP Restaurant, LLC 3510 24th Ave. NW, Suite 200 Norman, OK 73069-8262	UNIVERSITY NORTH PARK IX LOT 3 BLOCK 1	\$ 1,753

## 2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 UNPPC 1 2 001	UNPC Building 1, LLC 2221 W. Lindsey St., Ste 201 Norman, OK 73069-4066	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 2 BLOCK 1	\$ 3,158
NCT2 UNPR4 1 1 001	UTC 8, LLC 1111 Metropolitan Ave., Ste. 700 Charlotte, NC 28204-3424	UNIVERSITY NORTH PARK IV PUD REPLT LOT 1 BLOCK 1	\$ 1,387
NCT2 UNP12 1 6A 001	UTC Area 7, LLC 1111 Metropolitan Ave., Ste. 700 Charlotte, NC 28204-3424	UNIVERSITY NORTH PARK SEC XII LOT 6A BLOCK 1	\$ -
NCT2 UNPS5 A 001	UTC AREA SIX LLC c/o Collett & Assoc. P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC V PUD COMMON AREA A	\$ -
NCT2 UNPS1 C 001	UTC I LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC 1 BLOCK C COMMON AREA	\$ -
NCT2 UNPS6 1 1A 001	UTC II LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC VI PUD LOT 1A (LT1 & PRT LT 2) BLOCK 1	\$ -
NCT2 UNPS6 1 7A 001		UNIVERSITY NORTH PARK SEC VI PUD LOT 7A BLOCK 1	\$ 1,007
NCT2 UNPS6 1 3A 001		UNIVERSITY NORTH PARK SEC VI PUD LOT 3A BLOCK 1	\$ -
NCT2 UNPS6 1 4A 001		UNIVERSITY NORTH PARK SEC VI PUD LOT 4A BLOCK 1	\$ -
NCT2 UNPR9 1 1 001		UNIVERSITY NORTH PARK IX LOT 1 BLOCK 1	\$ -
NCT2 UNP12 1 6 001		UNIVERSITY NORTH PARK SEC XII LOT 6 BLOCK 1	\$ -
NCT2 UNPS5 2 1 001	Valliance Bank 1601 NW Expressway Oklahoma City, OK 73118-1467	UNIVERSITY NORTH PARK SEC V PUD LOT 1 BLOCK 2	\$ 1,923
NCT2 UNP12 1 5B 001	Vrindavan, LLC 2214 Shadowlake Drive Oklahoma City, OK 73159-7440	UNIVERSITY NORTH PARK SEC XII LOT 5B BLOCK 1	\$ -
			\$ 200,000

## Tecumseh Rd

# Interstate 35

Rock Creek Rd

**University North Park  
Business Improvement District**

September 3, 2021

 TIF District Parcels



Map Produced by the City of Norman  
Geographic Information System.  
(405) 366-5316  
The City of Norman assumes no  
responsibility for errors or omission  
in the information presented.



0 400 Ft

Robinson Street



**File Attachments for Item:**

27. 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 27

**MEETING DATE:** 10/12/2021

**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 12<sup>th</sup> 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 12<sup>th</sup> 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 12<sup>th</sup> Avenue S.E. was approved for commercial land use and rezoned to C-1, Local Commercial District, in 2006.

North of Cedar Lane on 12<sup>th</sup> 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:

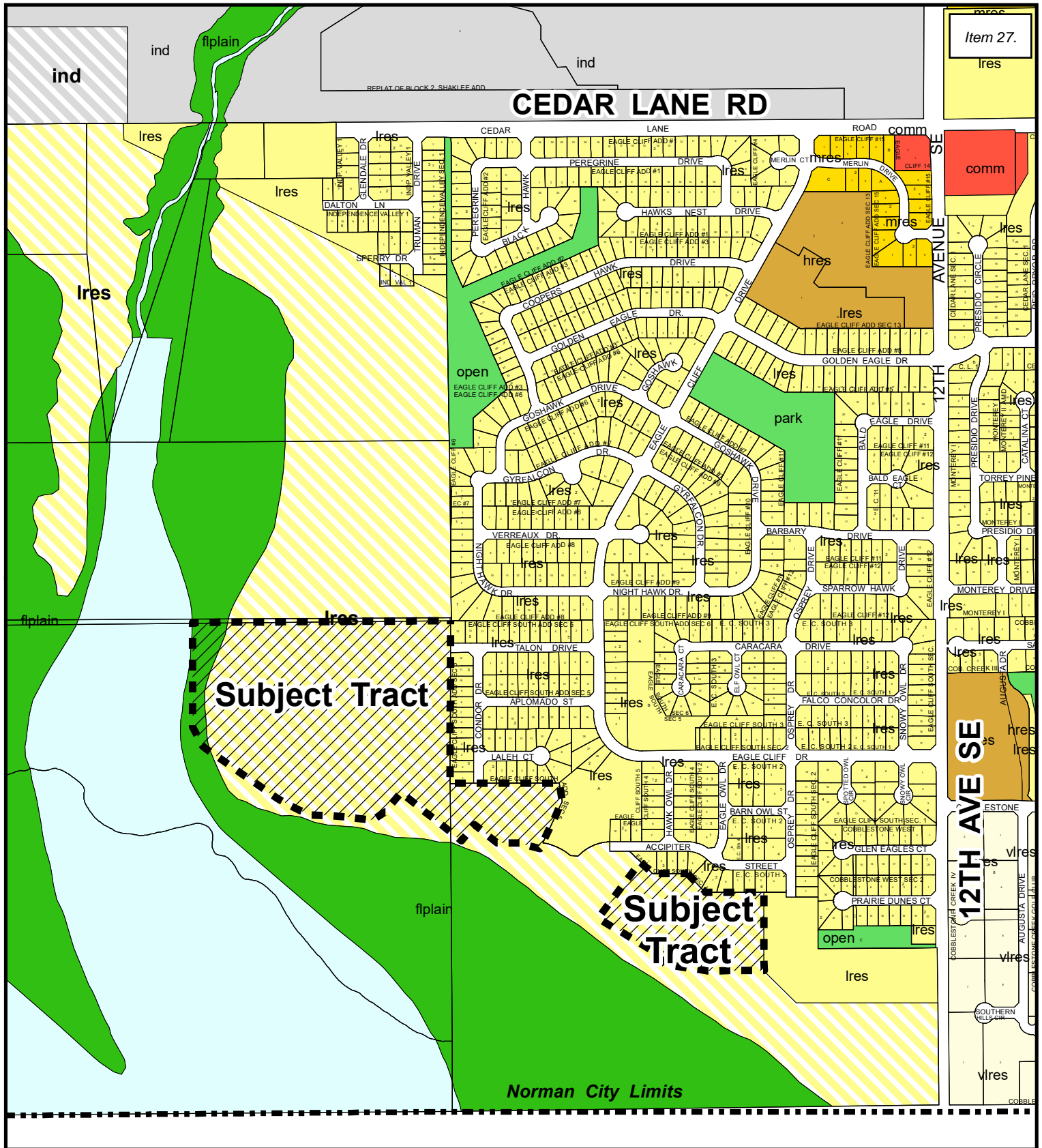
- § 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that the requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Mayor)

ATTEST:

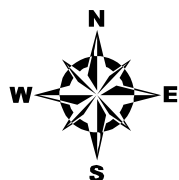
\_\_\_\_\_  
(City Clerk)



# 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 12<sup>th</sup> 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 13<sup>th</sup> 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 12<sup>TH</sup> 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 12<sup>TH</sup> 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 12<sup>TH</sup> 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, 12<sup>th</sup> 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 12<sup>th</sup> 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 12<sup>th</sup> 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 24<sup>th</sup> 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:**

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2021-44 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), IN CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND SO AS TO REMOVE A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), IN CLEVELAND COUNTY, OKLAHOMA, FROM THE A-1, GENERAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ONE-HALF MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.)



## Item 28

### CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 10/12/2021

**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 6<sup>th</sup> 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.

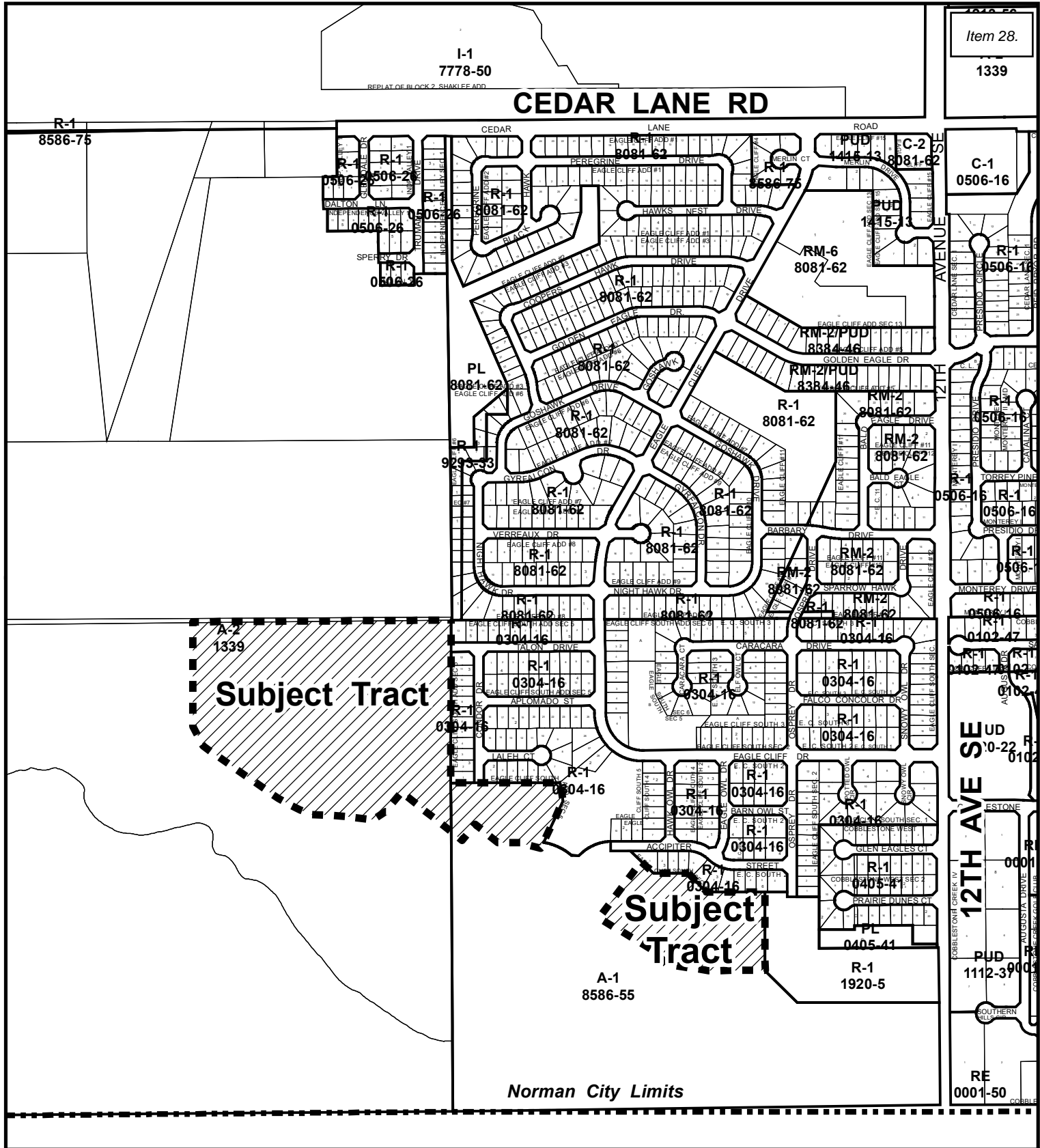
ADOPTED this	day of	NOT ADOPTED this	day of
-	, 2021.		, 2021.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

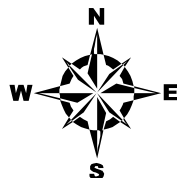
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(City Clerk)



# Location Map

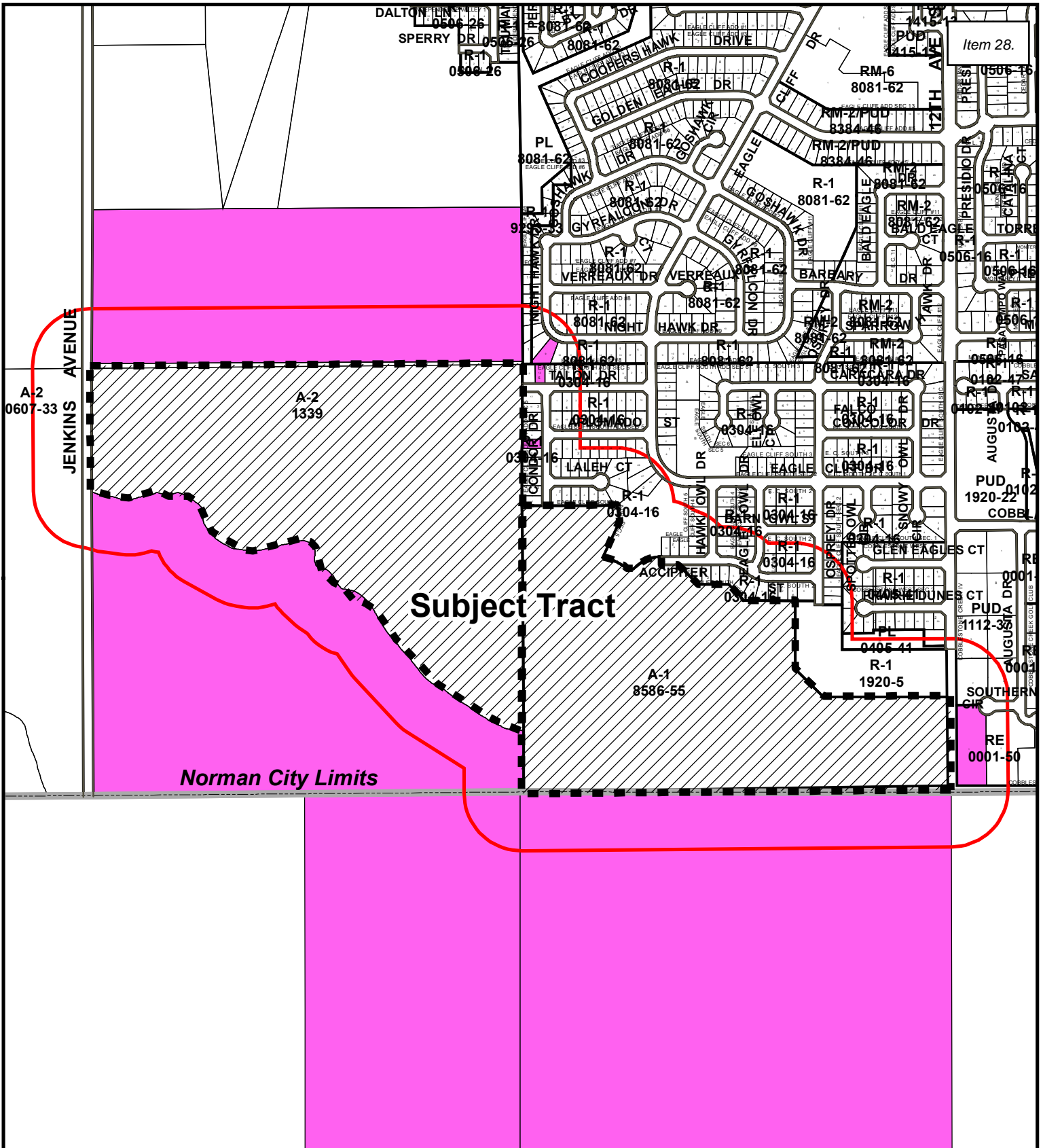


Map Produced by the City of Norman  
Geographic Information System.  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.



April 19, 2021

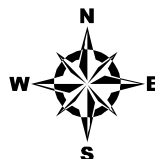
0 350 700 Ft.



# 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.

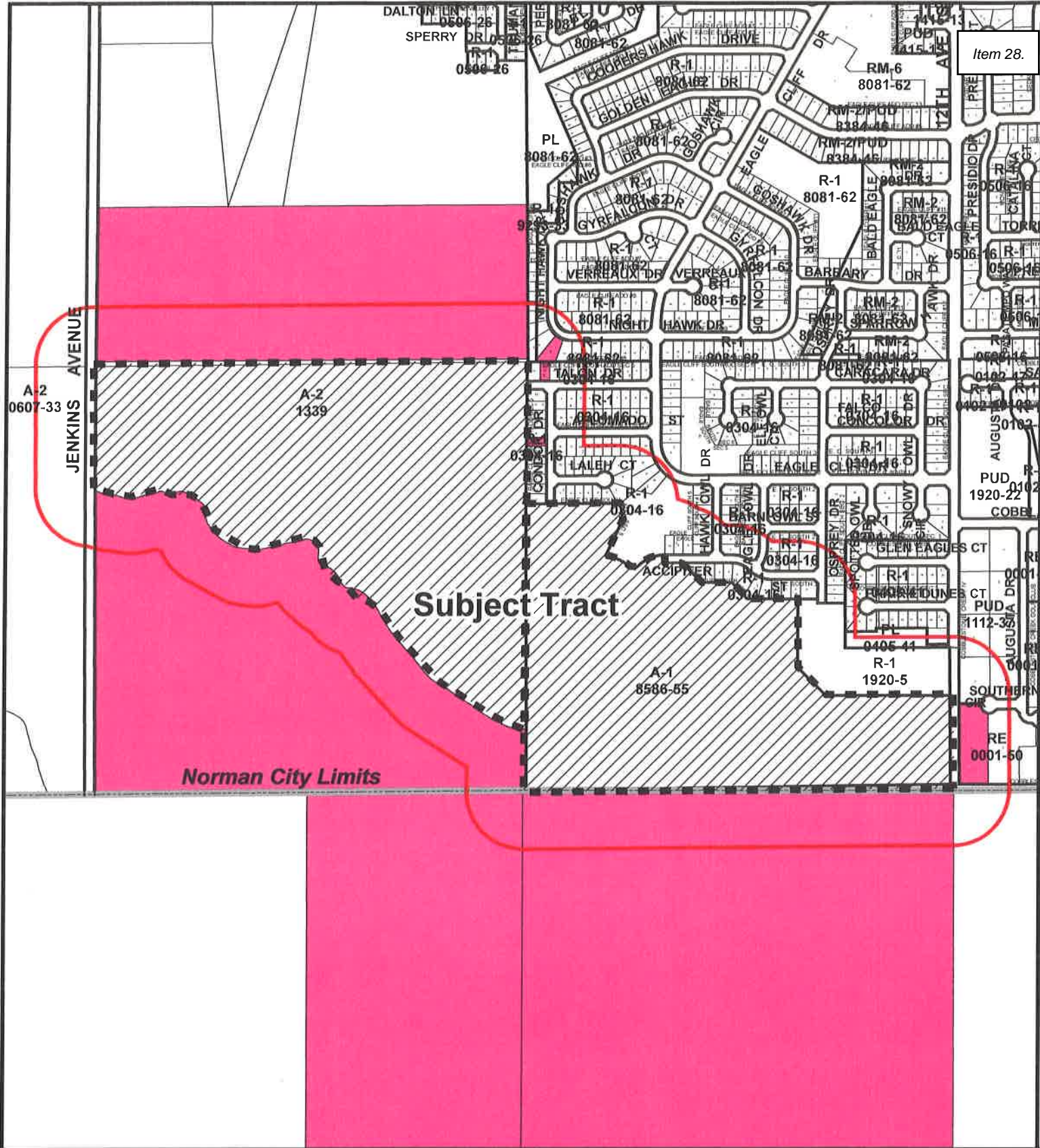


0 400 800 Feet

June 28, 2021

-  Subject Tract
-  Notification Area
-  Protest





Item 28.

# 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.



0 400 800 Feet

-  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,

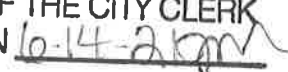
I am the owner of B & L Ranch, LLC that owns property south of Highway 9 and east of Jenkins in the City of Norman. I am writing this letter of protest to state my opposition for the rezoning request and amendment of the 2025 Plan proposed by Shaz Investments, LLC. My property has seen an increase in 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 6-14-21 

June 1, 2021

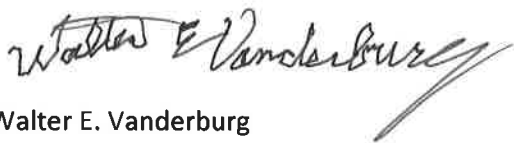
City of Norman City Clerk  
P. O. Box 370  
Norman, OK 73070

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,

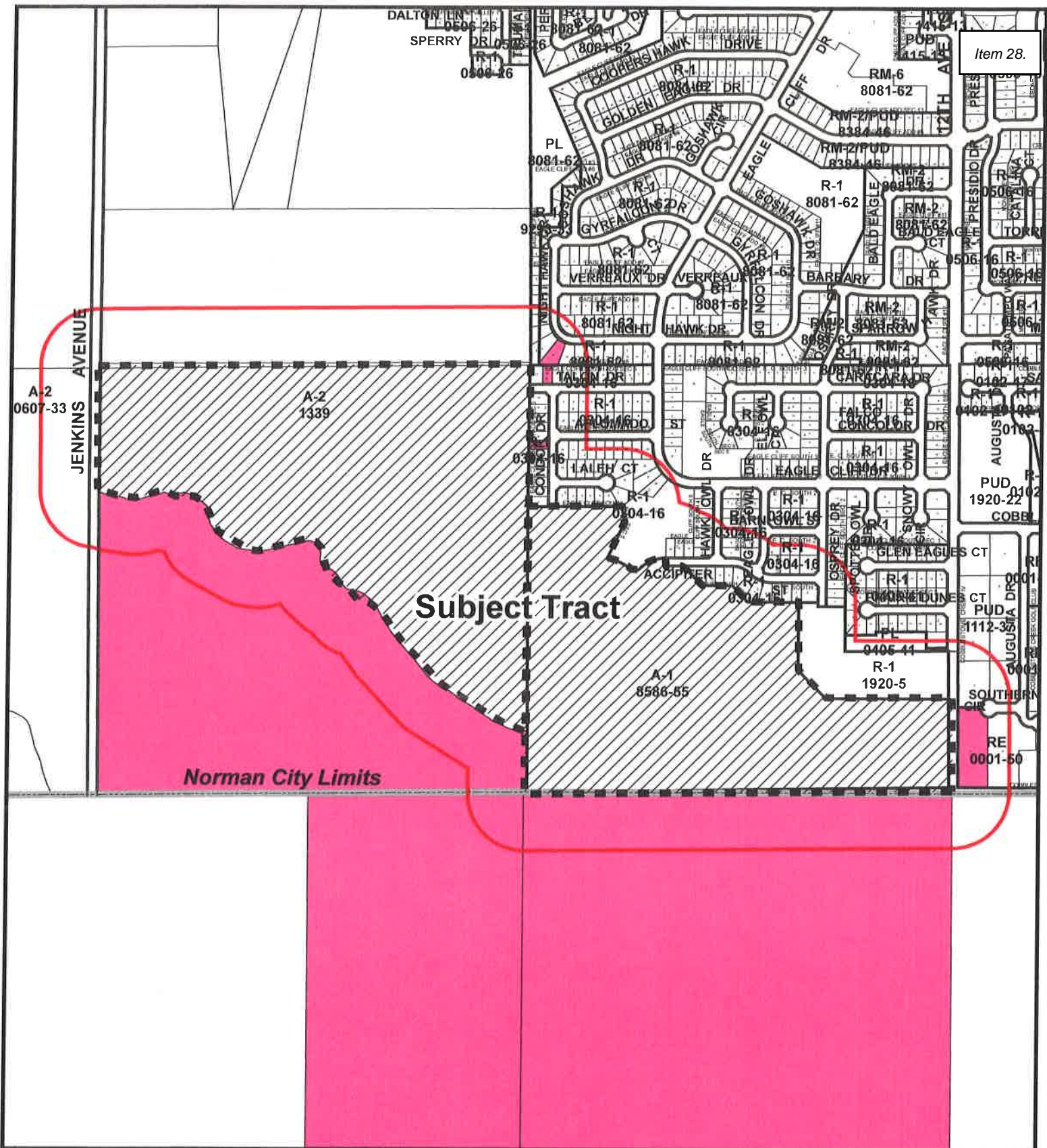


Walter E. Vanderburg

(405) 820-7718

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

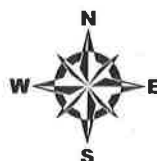




# Protest Map

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

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OF THE CITY CLERK  
ON 4/23/21 - LW

Enclosed Attachment



# CEDAR LANE RD

R-1  
8586-75

C-1  
0506-16

**Subject Tract**

**Subject Tract**

Construction  
Truck

Woods  
+ Animals  
1005 Trees  
Norman City Limits

A-1  
8586-55

12TH AVE SE  
UD  
0-22  
0102

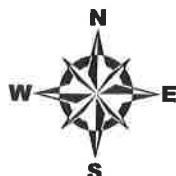
R-1  
1920-5

RE  
0001-50

## 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

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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](mailto: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

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

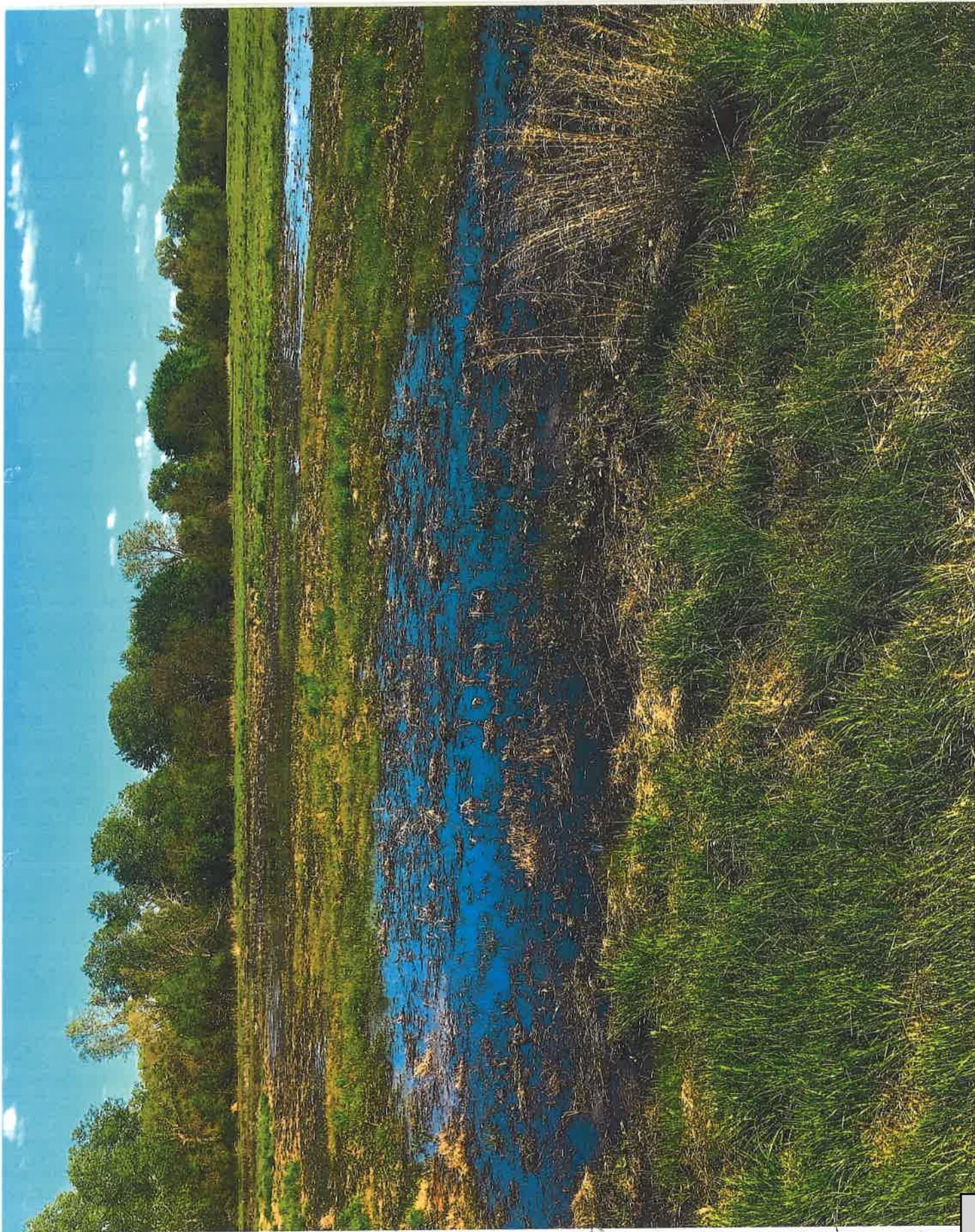






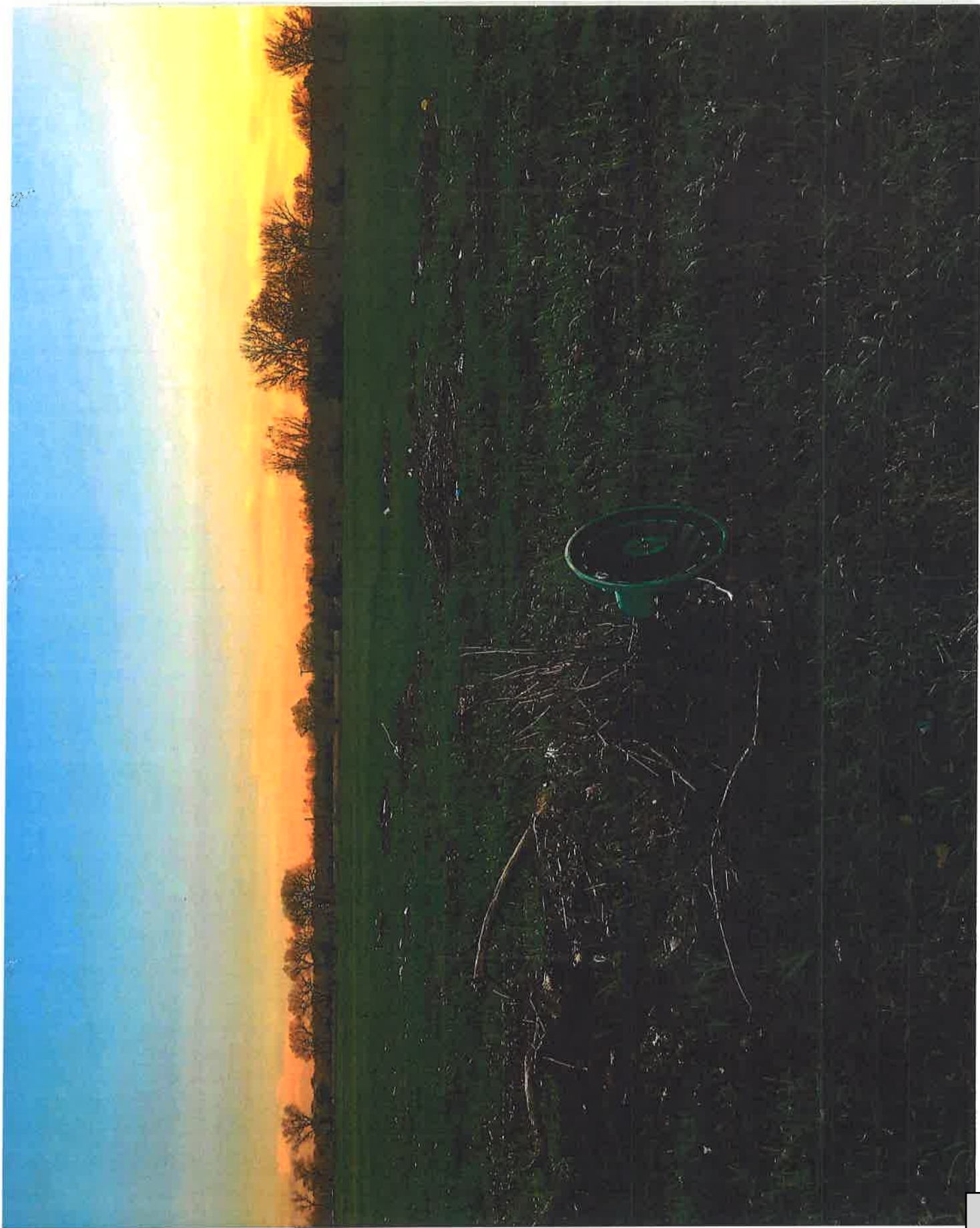












































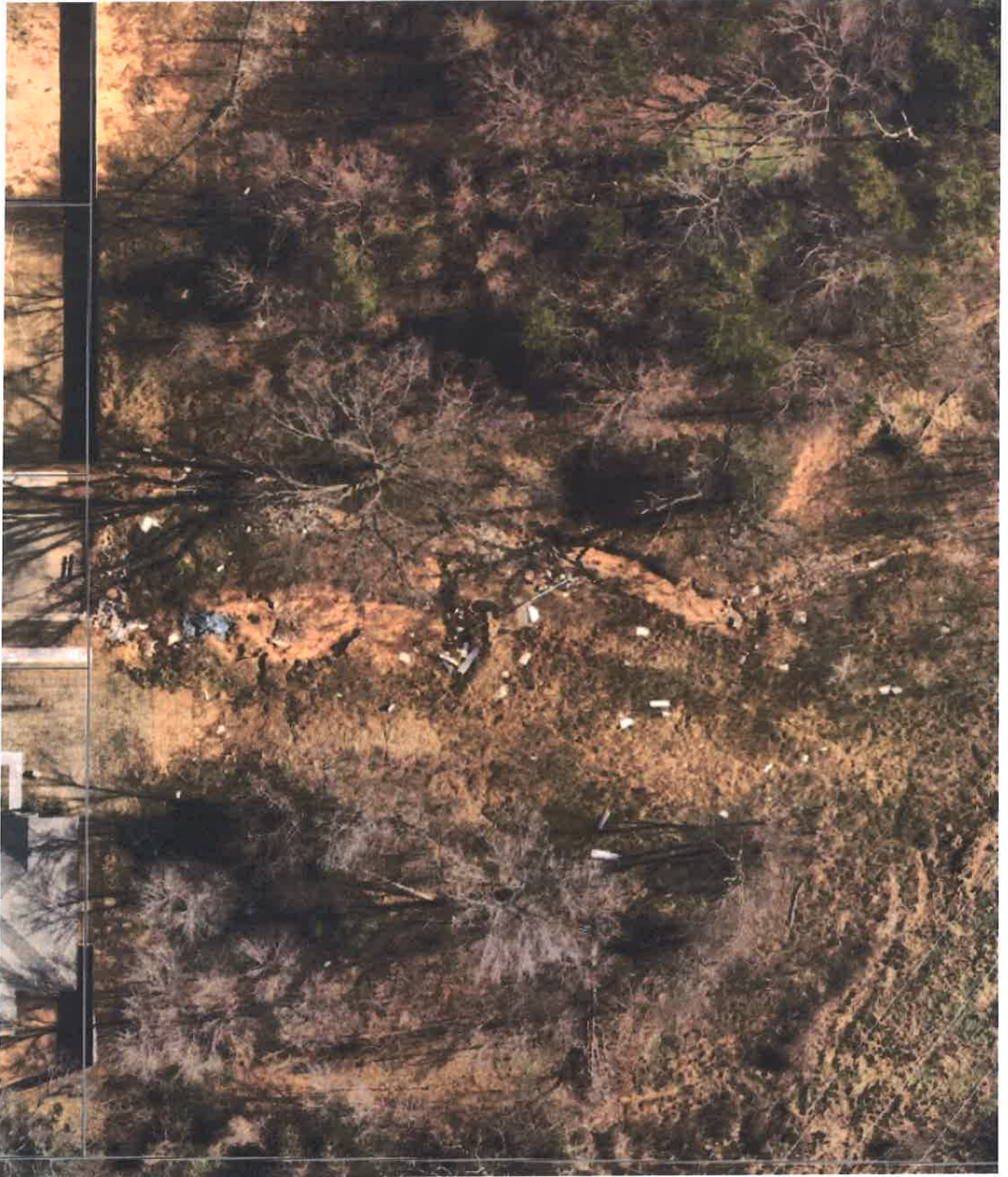












May 9, 2021

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 15<sup>th</sup> 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 15<sup>th</sup> 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 - XLW



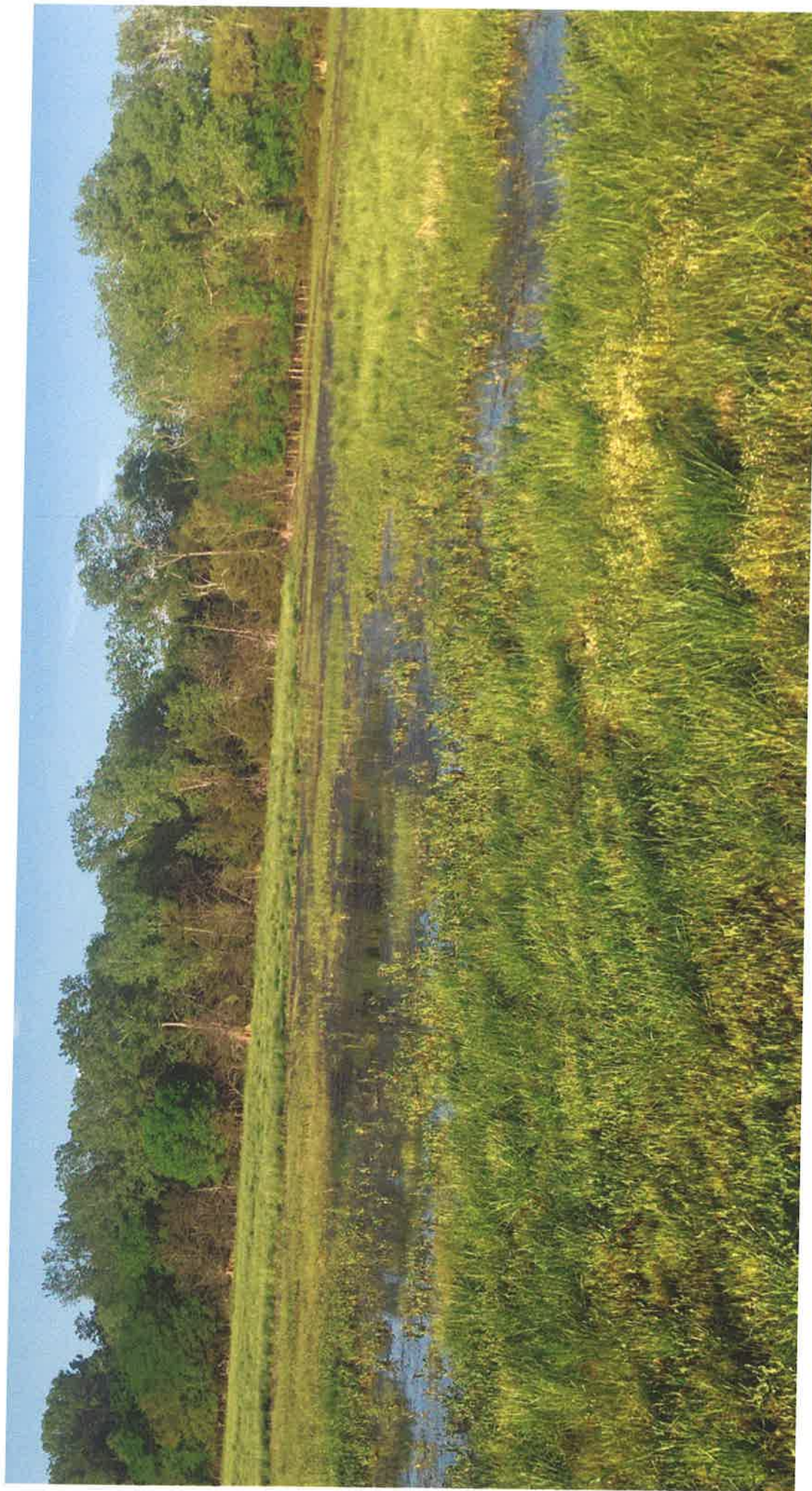
Photo #1



Item 28.



Photo #2



Item 28.



**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.

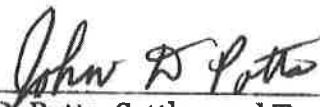
2. **APPOINTMENT OF SUCCESSOR TRUSTEE.** **John D. Potts and Kevin John Potts** are designated as the initial Trustees, either of whom can act individually and without joinder by the other. If either is unable or unwilling to serve for any reason, including incapacity or death, then the other shall act 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

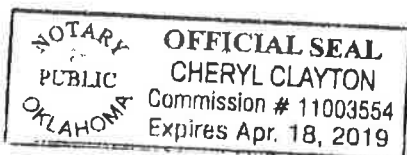
ACKNOWLEDGMENT

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                     )

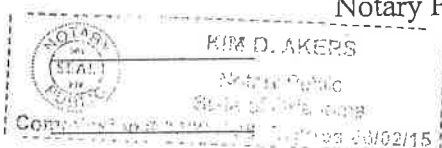
BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared KEVIN JOHN POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as the Settlor and as a Co-Trustee, and acknowledged to me that he executed the same for the purposes 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                     )

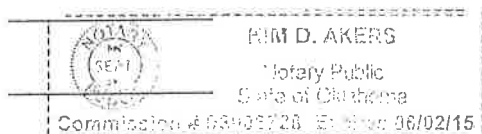
BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared SONJA ANNETTE POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as a Co-Trustee, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

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 )



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,



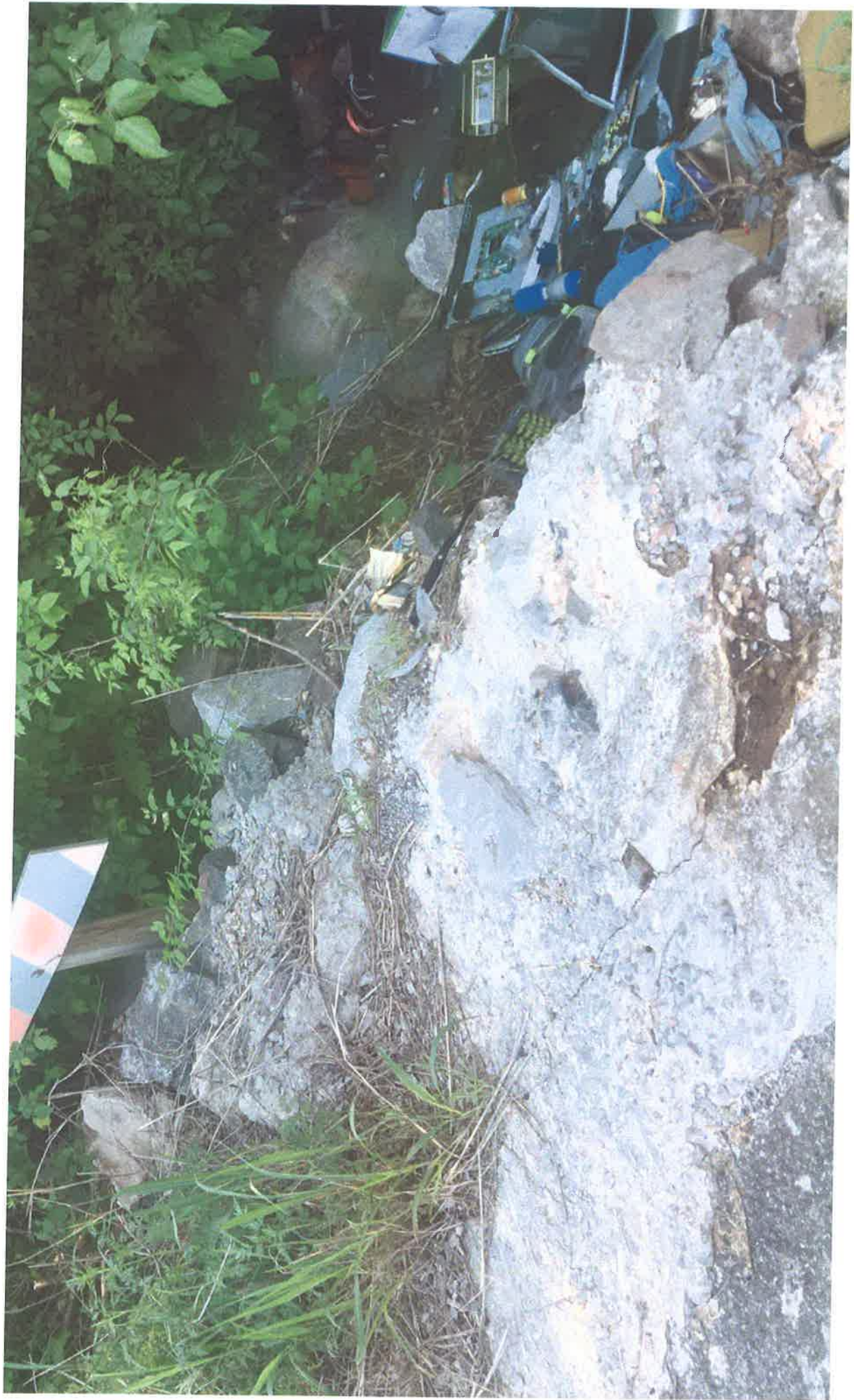
Sonja A. Potts

(405) 613-8304

FILED IN THE OFFICE  
OF THE CITY CLERK  
ON 5/10/21 - RLW



Photo #1



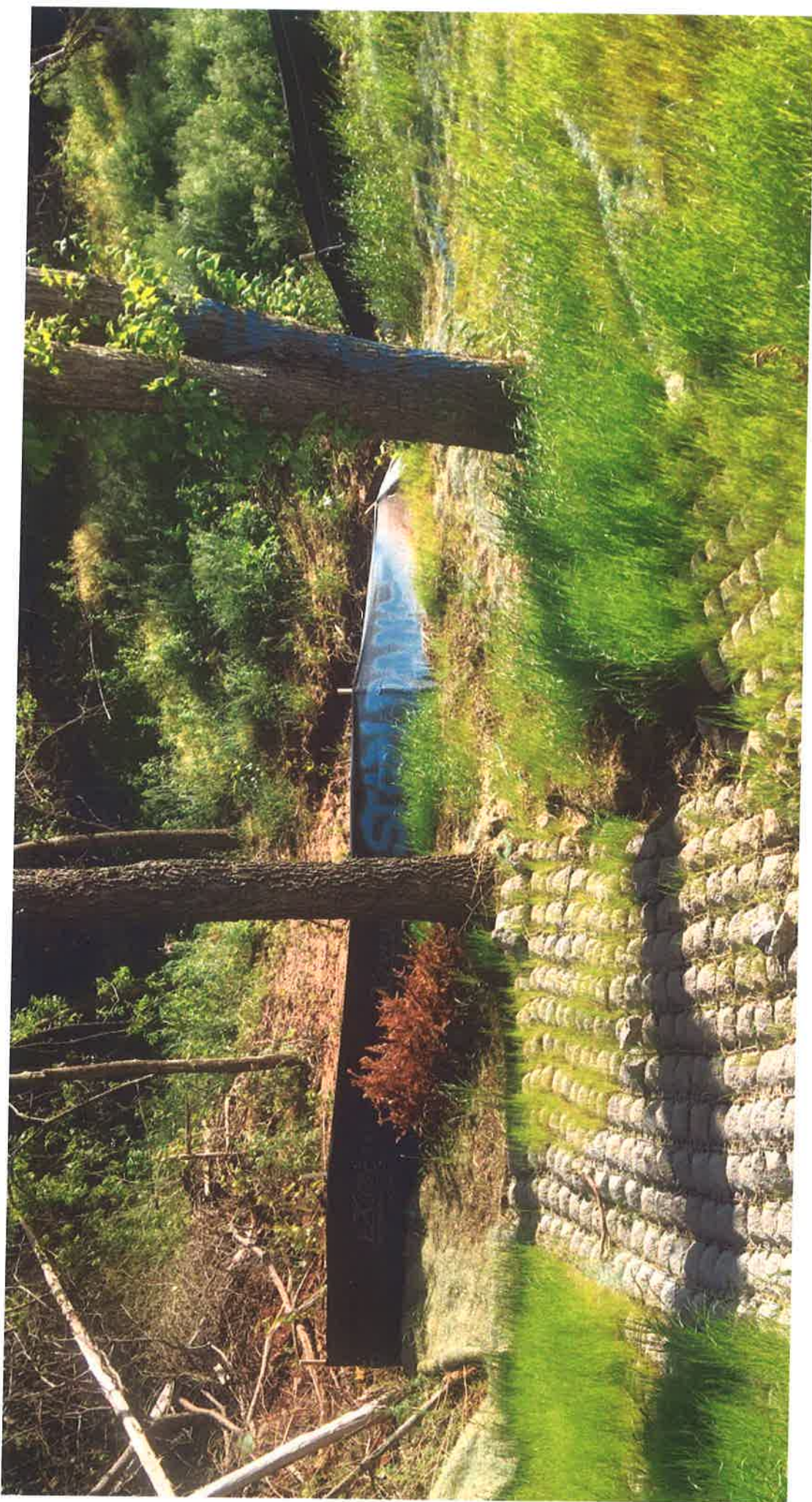
Item 28.





Photo #2





ORIGINAL PLACED IN  
WILL VAULT AT  
HARTZOG CONGER CASON & NEVILLE

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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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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 )  
COUNTY OF OKLAHOMA ) SS:

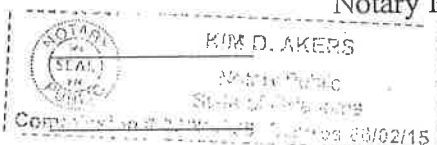
BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared KEVIN JOHN POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as the Settlor and as a Co-Trustee, and acknowledged to me that he executed the same for the purposes 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]

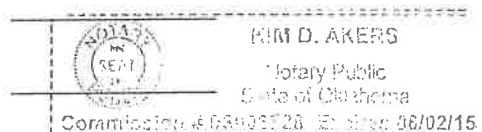
BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared SONJA ANNETTE POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as a Co-Trustee, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of December, 2013.

Kim D. Ackers  
Notary Public

My Commission Expires:

My Commission Number:  
( S E A L )



**Applicant:** Shaz Investments, L.L.C.

**Project Location:** West of 12<sup>th</sup> 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 13<sup>th</sup> 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 12<sup>TH</sup> 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 12<sup>TH</sup> 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 12<sup>TH</sup> 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, 12<sup>th</sup> 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 12<sup>th</sup> 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 12<sup>th</sup> 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 24<sup>th</sup> 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 26<sup>th</sup>, 2021)

- Derek Rosendahl – Yes
- Carson Herman – Yes
- Alex Hatton – Yes
- Randall Payne – Yes

Respectfully,




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Signature – **President**




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Signature – **Secretary**

Derek Rosendahl

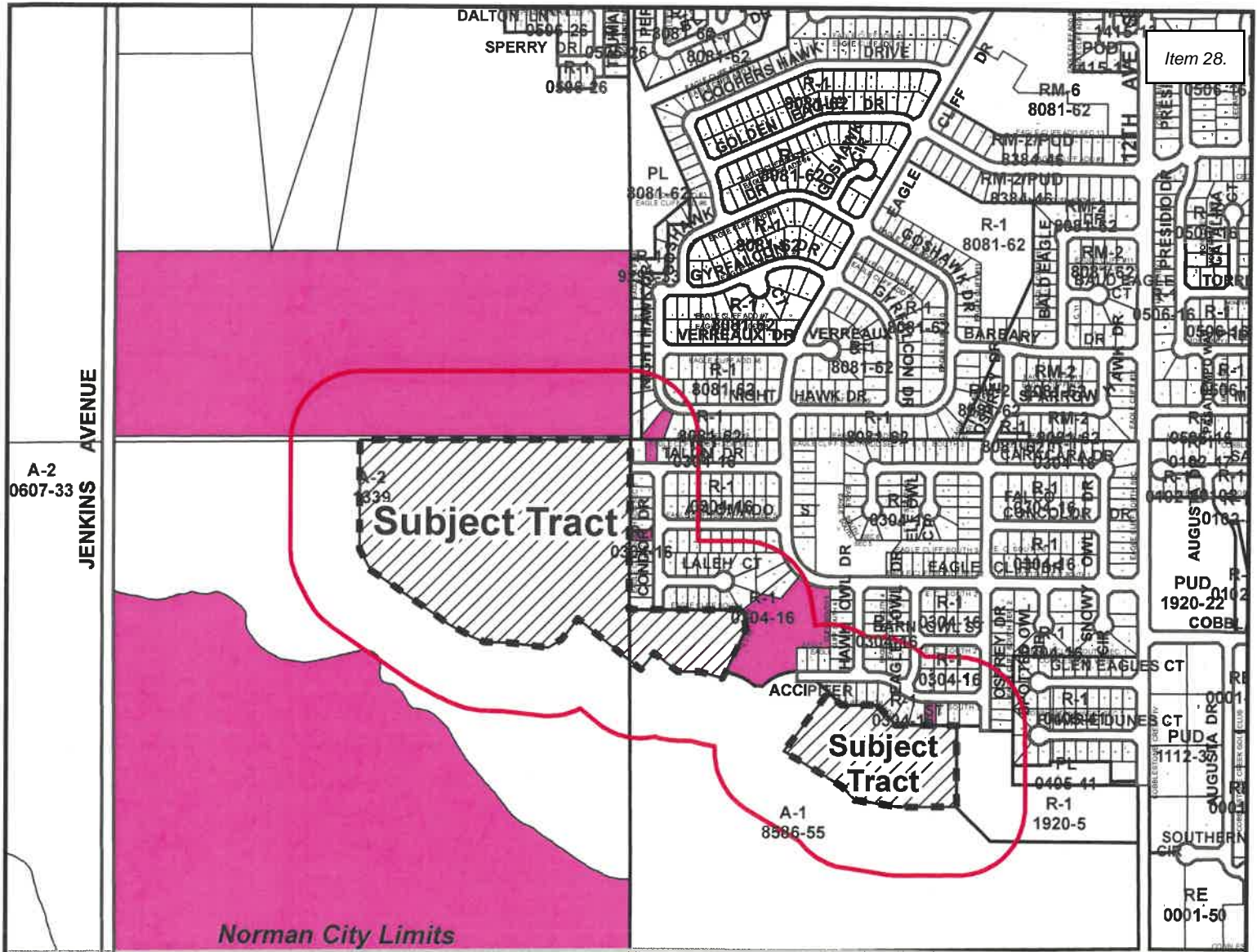
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Printed Name – **President**

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.

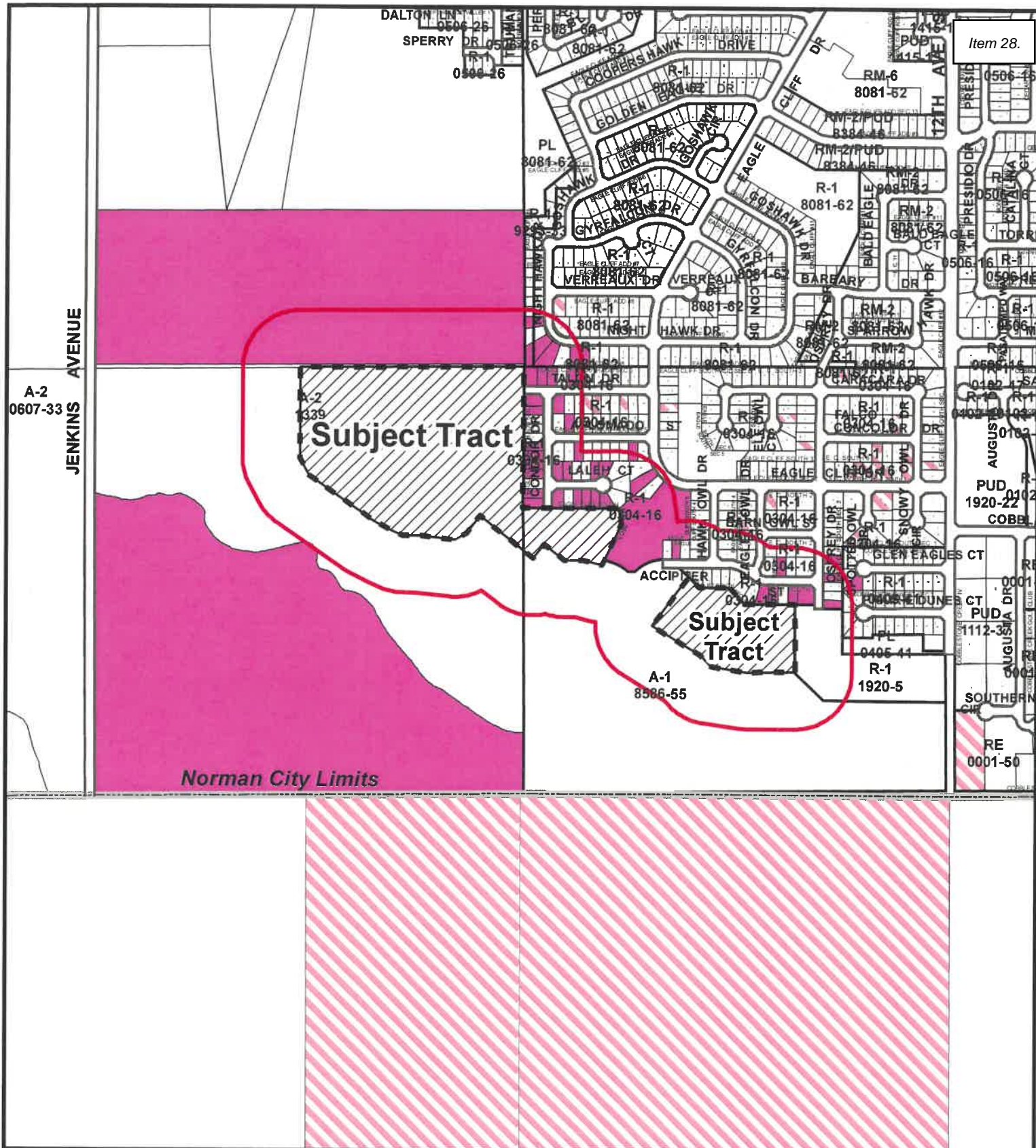


0 400 800 Feet

August 9, 2021

-  Subject Tract
-  Notification Area
-  Protest





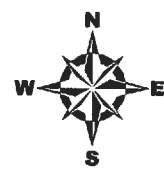
Item 28.

# Protest Map





30.5% Protest Within Notification Area

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



0 400 800 Feet

October 7, 2021

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

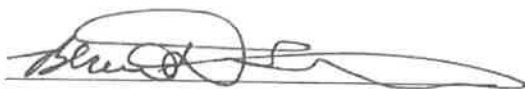


**OBJECTION AND PROTEST  
TO  
SHAZ INVESTMENTS, LLC'S  
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN  
AMENDMENT AND REZONING**

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

Very respectfully,



Signature of Owner



Signature of Owner

Blaine Davison

Printed Name

Nedalie Davison

Printed Name

9/10/2021

Date

9/10/2021

Date

Blaine A Davison  
4116 Night Hawk Drive  
Norman OK 73072

Property Address

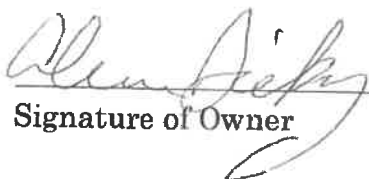
FILED IN THE OFFICE  
OF THE CITY CLERK  
ON 9/22/21


**OBJECTION AND PROTEST  
TO  
SHAZ INVESTMENTS, LLC'S  
REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN  
AMENDMENT AND REZONING**

We, the undersigned, own property within 350 feet of the applicant's property and We object and protest to the applicant's proposed Eagle Cliff West development, including the amendment of the Norman 2025 Land Use and Transportation Plan (Resolution R-2021-115), rezoning land identified as A-2 Rural Agricultural District and A-1 General Agricultural District to R-1 Single Family Dwelling District (Ordinance O-2021-44), the preliminary plat, and Contract K-2122-17.

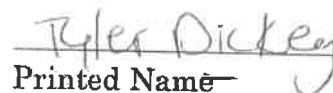
The planned project will likely cause actual potential adverse effects on adjacent property and its value, create an enhanced flood danger, present a health hazard, be an adverse land use, and significantly increase traffic congestion.

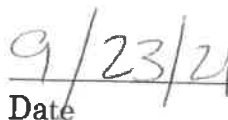
Very respectfully,

  
Signature of Owner

  
Signature of Owner

  
Printed Name

  
Printed Name

  
Date

  
Date

Tyler Webb & Alexis Dickey  
4400 Condor Drive  
Norman, OK 73072

Property Address \_\_\_\_\_

**FILED IN THE OFFICE  
OF THE CITY CLERK  
ON 9/29/21**

**File Attachments for Item:**

29. 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

### Item 29

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**MEETING DATE:** 10/12/2021

**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.

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#### 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 12<sup>th</sup> 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) <sup>1</sup>	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 <sup>2</sup>	40,423	306	40,729	58,000	69.69	70.22

<sup>1</sup> Includes projected traffic from Cobblestone Creek Golf Course, Cobblestone West, Campus Crest, and Eagle Cliff Additions

<sup>2</sup> Currently a four-lane facility but ODOT has plans to widen S.H. 9 to six lanes

Because of the size of the development, the applicant was not required to submit a revised traffic impact study for this addition. Instead, the traffic engineer for the applicant submitted, via electronic mail, a table showing the trip generation potential for the 140 residential lots. All roadway widening projects for which traffic impact fees had previously been collected are now complete. Consequently, there are no traffic impact fees associated with these 140 residential lots.

## **PUBLIC IMPROVEMENTS:**

Public improvements for this property consist of the following:

1. **Fire Hydrants.** Fire hydrants will be installed at each intersection and spacing of 300-feet between intersections.
2. **Sanitary Sewers.** Eight inch (8") sanitary sewer mains (or larger) are proposed for this development. The proposed current service area will utilize an existing lift station. City Council is scheduled to consider Contract No. K-2122-17 declaring a payback project in which the developer of this property will participate. Eagle Cliff West Addition will gain access to the City's Sanitary Sewer System by a gravity sanitary sewer and utilizing the Eagle Cliff South Lift Station.
3. **Sidewalks.** Sidewalks will be required adjacent to the interior streets.
4. **Drainage:** Since Planning Commission, the owners/engineers have redesigned the preliminary plat to include detention facilities within the proposed residential development to help control stormwater runoff from the site.
5. **Streets.** Streets will be constructed in accordance with approved plans and City paving standards.
6. **Water Mains.** Water mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards.

## **STAFF RECOMMENDATION:**



Based on the above information, Staff recommends approval of the preliminary plat (revised/amended) for Eagle Cliff West Addition.

Planning Commission Agenda  
May 13, 2021

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PRELIMINARY PLAT

ITEM NO. 10c

PP-2021-11

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### **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 12<sup>th</sup> 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.

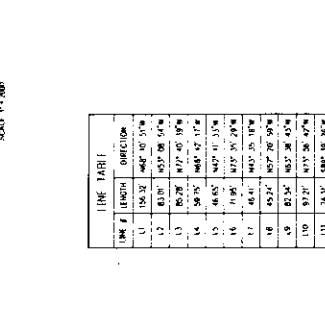
**ACTION TAKEN:** \_\_\_\_\_





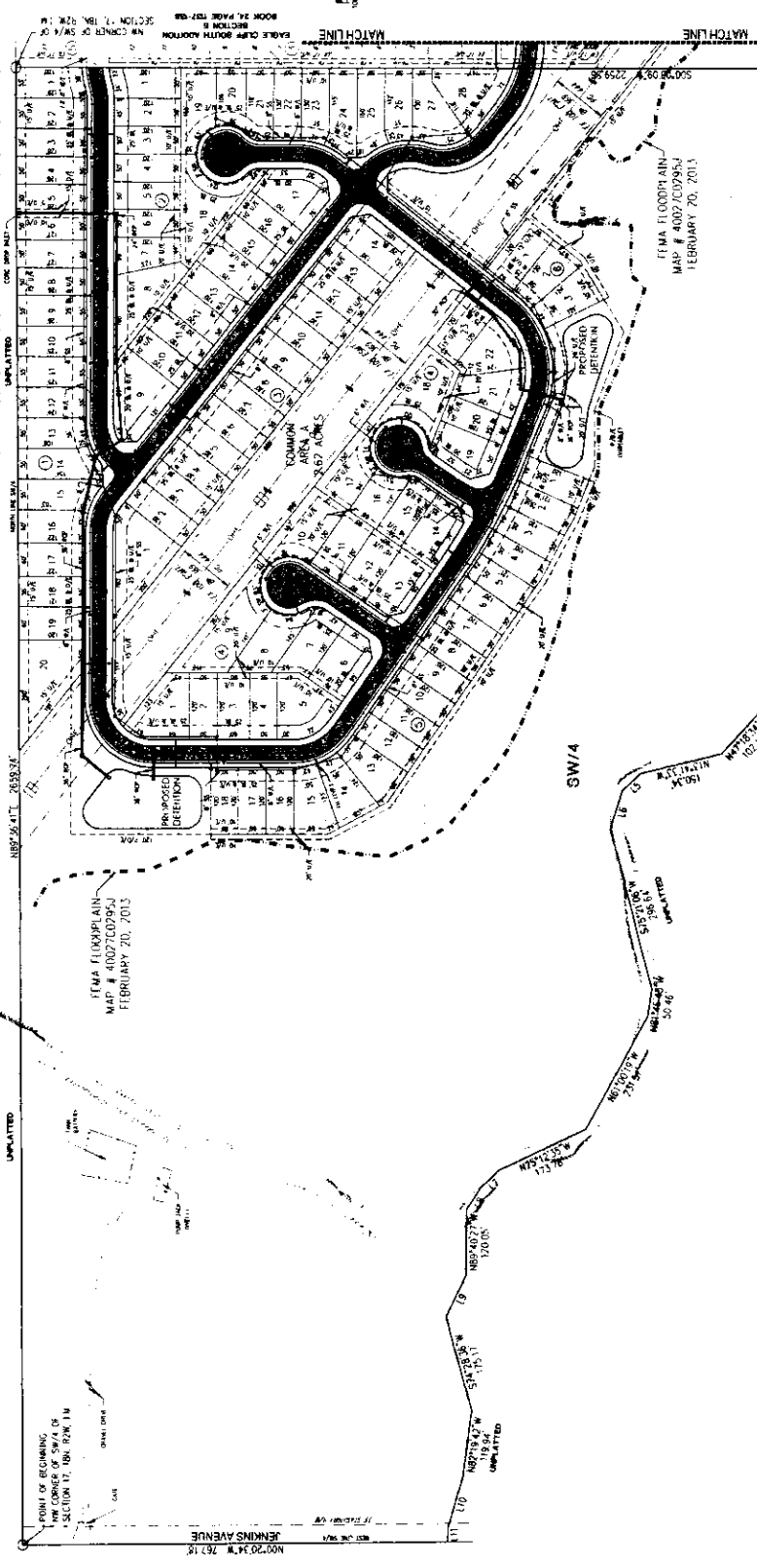
REVISED/AMENDED PRELIMINARY PLAT FOR EAGLE CLIFF WEST ADDITION

PRELIMINARY PLAT  
OF  
**EAGLE CLIFF  
WEST**  
A PART OF THE S/2 OF SECTION 17,  
T8N, R2W, 14E,  
NORMAN, CLEVELAND  
COUNTY, OKLAHOMA



LINE TABLE		
LINE #	LENGTH	DIRECTION
1	154.32	N46° 45' 15" W
2	83.01	N52° 08' 15" W
3	86.26	N17° 45' 00" W
4	39.75	N68° 42' 17" W
5	46.65	N42° 11' 33" W
6	71.95	N75° 29' 29" W
7	46.41	N42° 25' 10" W
8	43.24	N57° 26' 59" W
9	82.54	N62° 38' 45" W
10	57.97	N77° 36' 45" W
11	24.37	N69° 38' 26" W

CURVE TABLE		
CURVE #	LOCAL	RADIUS
C1	30.82	500.00
C2	31.59	500.00
C3	90.07	500.00
C4	47.91	500.00
C5	151.32	500.00
C6	96.46	500.00
C7	123.07	500.00
C8	24.87	500.00
C9	19.59	500.00
C10	67.05	500.00
C11	109.81	500.00
C12	119.81	500.00
C13	153.55	500.00



**LEGAL DESCRIPTION**

3/4 ACRES

**NOTES**

1. Maintenance of the common area and easements in public use shall be the responsibility of the developer, who shall be required to provide for the maintenance of the common area and easements in public use in accordance with the provisions of the plat.

2. A person shall be required to provide for the maintenance of the common area and easements in public use in accordance with the provisions of the plat.

3. A person shall be required to provide for the maintenance of the common area and easements in public use in accordance with the provisions of the plat.

4. A person shall be required to provide for the maintenance of the common area and easements in public use in accordance with the provisions of the plat.

5. A person shall be required to provide for the maintenance of the common area and easements in public use in accordance with the provisions of the plat.

**LOT DATA**

LOT #	ACRES	FEET
1	0.06	106.10
2	0.06	106.10
3	0.06	106.10
4	0.06	106.10
5	0.06	106.10
6	0.06	106.10
7	0.06	106.10
8	0.06	106.10
9	0.06	106.10
10	0.06	106.10
11	0.06	106.10
12	0.06	106.10
13	0.06	106.10
14	0.06	106.10
15	0.06	106.10
16	0.06	106.10
17	0.06	106.10
18	0.06	106.10
19	0.06	106.10
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21	0.06	106.10
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26	0.06	106.10
27	0.06	106.10
28	0.06	106.10
29	0.06	106.10
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31	0.06	106.10
32	0.06	106.10
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34	0.06	106.10
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36	0.06	106.10
37	0.06	106.10
38	0.06	106.10
39	0.06	106.10
40	0.06	106.10
41	0.06	106.10
42	0.06	106.10
43	0.06	106.10
44	0.06	106.10
45	0.06	106.10
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49	0.06	106.10
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93	0.06	106.10
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96	0.06	106.10
97	0.06	106.10
98	0.06	106.10
99	0.06	106.10
100	0.06	106.10

**PROJECT OWNER AND DEVELOPER**

SWAT, INCORPORATED, LLC  
PO Box 75000  
Norman, Oklahoma  
75070  
PH: 405.682.2272  
FAX: 405.793.0244

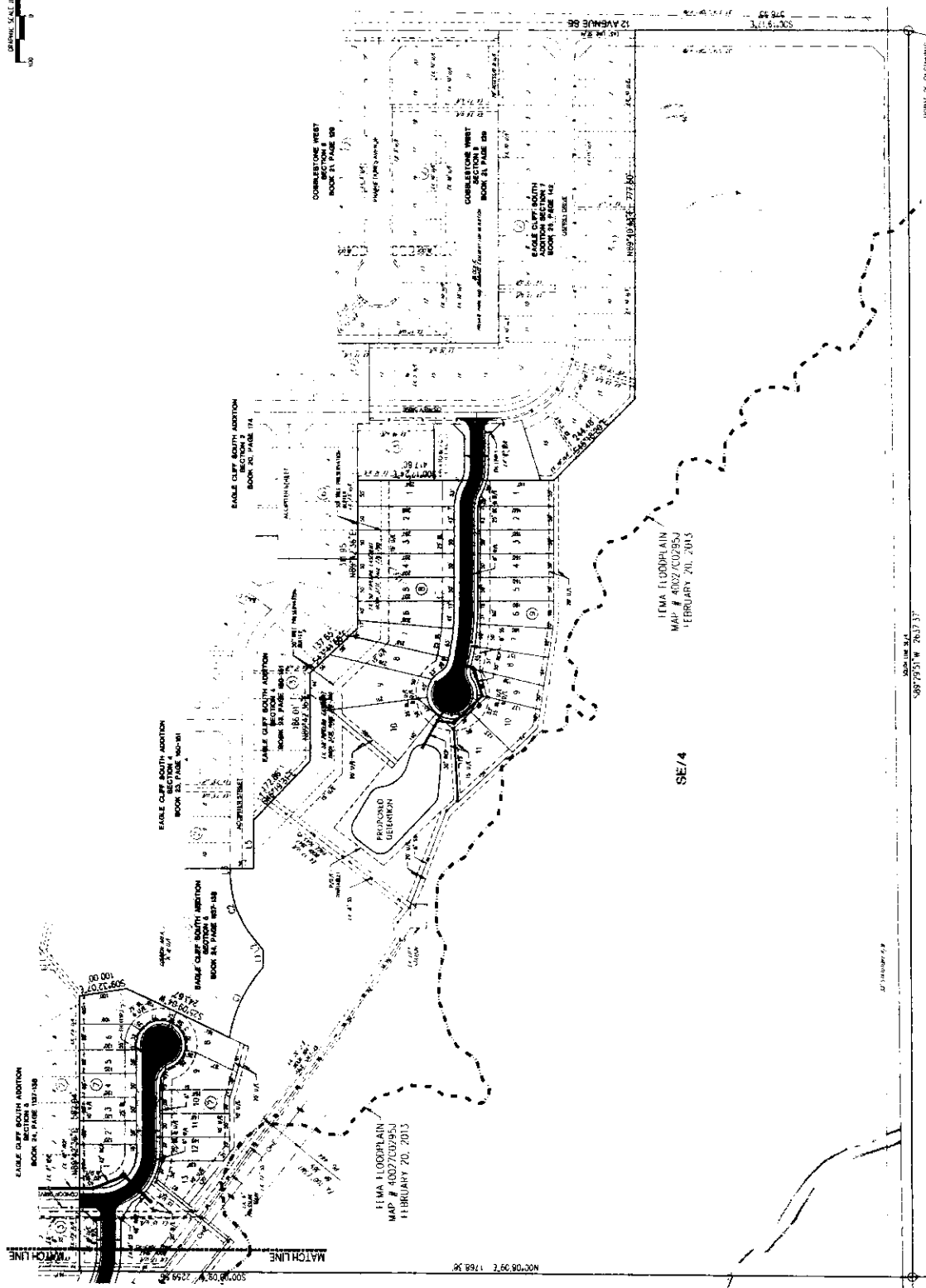
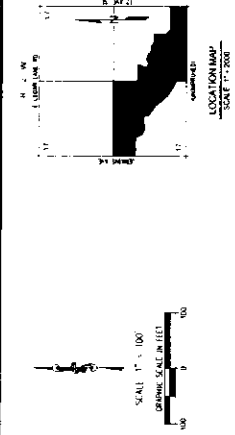
**LEGEND**

DR: BUILDING UNIT LUM  
D/E: DRAINAGE EASEMENT  
E/E: EXISTING  
F/F: FLOODPLAIN  
G/G: GROUNDWATER  
H/H: HIGHWAY  
I/I: IRRIGATION  
J/J: JAIL  
K/K: KIDNEY  
L/L: LAND  
M/M: MOUNTAIN  
N/N: NATURE  
O/O: OIL  
P/P: POND  
Q/Q: QUARRY  
R/R: RIVER  
S/S: STREET  
T/T: TOWN  
U/U: UTILITY  
V/V: VILLAGE  
W/W: WOOD  
X/X: X-ROAD  
Y/Y: YARD  
Z/Z: ZOO

PROJECT OWNER AND DEVELOPER  
SH&Z Investments, LLC  
PO Box 720086  
Memphis, Missouri  
38110  
PH: 405.982.2222  
FAX: 405.982.8044

LEGEND  
BR: BUILDING LIMIT LINE  
DA: DRAINAGE EASEMENT  
H: HIGHWAY  
U: UTILITY EASEMENT  
3: 50' WIDE EASEMENT  
P: PRIVATE DRAINAGE EASEMENT

PRELIMINARY PLAT  
OF  
**EAGLE CLIFF WEST**  
A PART OF THE S/2 OF SECTION 17, T8N, R2W, E1M,  
NORMAN, CLEVELAND COUNTY, OKLAHOMA



LINE ABUT

LINE #	LENGTH	DIRECTION
1	37.50'	S80°00'00"W
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	CHORD BEARING	CHORD LENGTH
1	37.50'	300.00'	36.75'	S80°00'00"W	36.75'
2	37.50'	300.00'	36.75'	S00°00'00"E	36.75'
3	4.00'	300.00'	0.40'	S00°00'00"E	0.40'
4	10.00'	300.00'	1.00'	S00°00'00"E	1.00'

NOTES  
See sheet 1 of 3

LEGAL DESCRIPTION  
See sheet 2 of 3

PRELIMINARY PLAT  
EAGLE CLIFF WEST

**Crafton Tull**

DATE: 2/1/13  
SHEET: 2 of 3  
PROJECT: 21

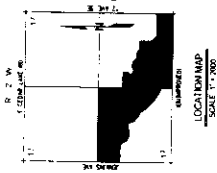
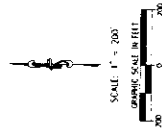
# REVISED/AMENDED PRELIMINARY PLAT FOR EAGLE CLIFF WEST ADDITION

OVER ALL VIEW

PROJECT OWNER AND DEVELOPER

S&B Investments, LLC  
PO Box 720088  
Tomball, TX 77370  
PH: 405.622.2222  
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



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, Meridian 14E, containing 1.00 acre, more or less, being the same as shown on the plat of the Southwest Quarter (SW 1/4) of Section 17, Township 8 North, Range 2 West, Meridian 14E, recorded in the public records of Cleveland County, Oklahoma, under the name of S&B Investments, LLC.

#### Well Poles

A tract of land located within a portion of the Southwest Quarter (SW 1/4) of Section 17, Township 8 North, Range 2 West, Meridian 14E, containing 1.00 acre, more or less, being the same as shown on the plat of the Southwest Quarter (SW 1/4) of Section 17, Township 8 North, Range 2 West, Meridian 14E, recorded in the public records of Cleveland County, Oklahoma, under the name of S&B Investments, LLC.

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 265.67 feet to the

South line of said SW 1/4, thence

S00°00'00"E along the East line of said SW 1/4 a distance of 229.56 feet, thence

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N00°00'00"E along the East line of said SW 1/4 a distance of 229.56 feet, thence

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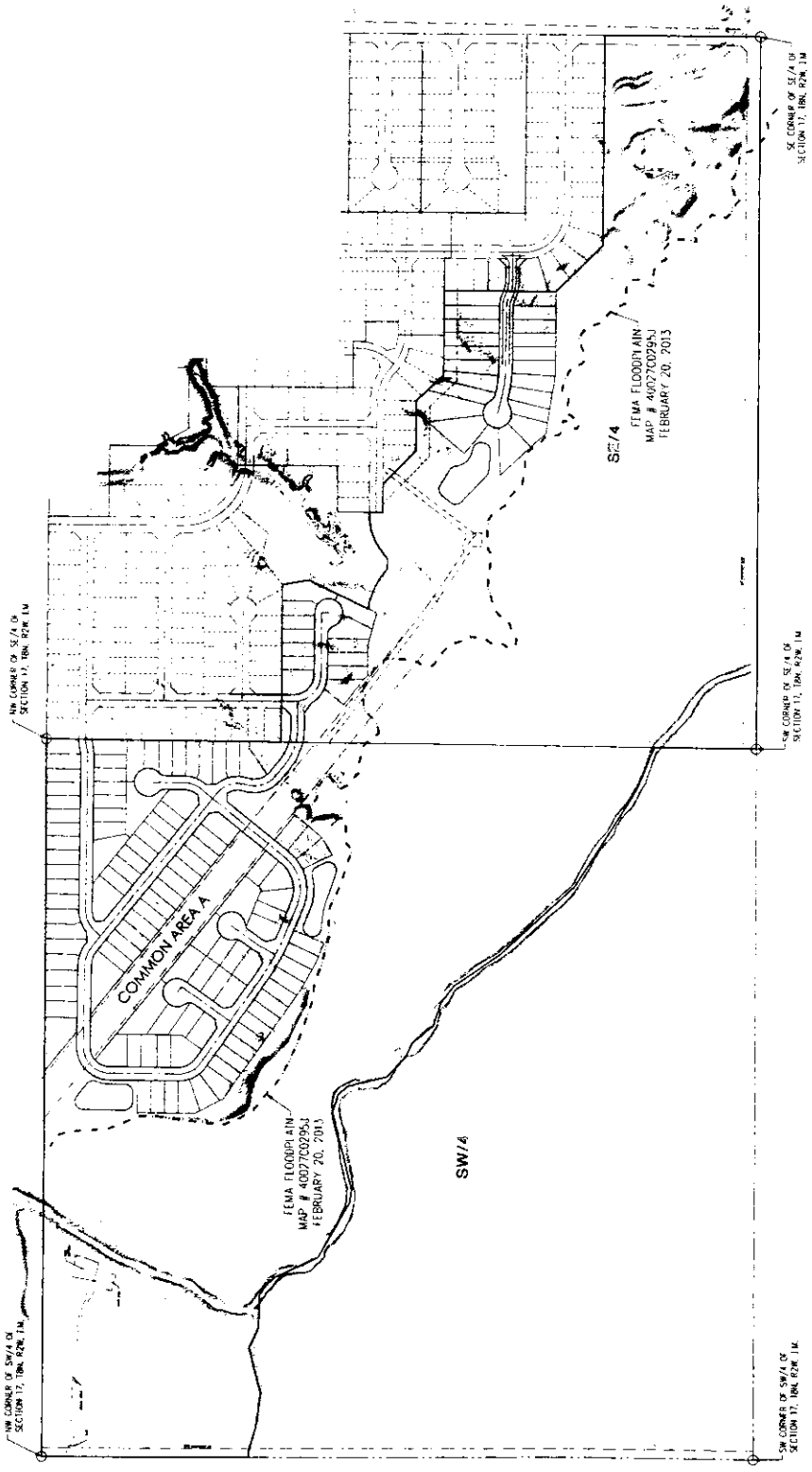
N00°00'00"E along the East line of said SW 1/4 a distance of 229.56 feet, thence

N00°00'00"E along the East line of said SW 1/4 a distance of 229.56 feet, thence

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N00°00'00"E along the East line of said SW 1/4 a distance of 229.56 feet, thence



SW CORNER OF SW 1/4 OF SECTION 17, T8N, R2W, 14E

SE CORNER OF SE 1/4 OF SECTION 17, T8N, R2W, 14E

SW CORNER OF SW 1/4 OF SECTION 17, T8N, R2W, 14E

SE CORNER OF SE 1/4 OF SECTION 17, T8N, R2W, 14E

SW CORNER OF SW 1/4 OF SECTION 17, T8N, R2W, 14E

PRELIMINARY PLAT

Crafton Tull

Sheet No. 5 of 3  
DATE 05/26/2013  
PROJECT NO. 71605

Item 29.



A map showing two tracts of land: the "NEST TRACT" and the "EAST TRACT". The map is bounded by "E CEDAR LANE RD." at the top and "JENKINS AVE." on the left. The bottom boundary is labeled "(UNIMPROVED)". The map includes a scale bar indicating "1" = 100'" and "SCALE IN FEET" with markings for 0 and 100. A north arrow is located on the right side of the map.

LOCATION MAP

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SCALE: 1" = 2000'

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'

<p align="center"><b>PRELIMINARY PLAT</b> <b>EAGLE CLIFF WEST</b></p>	
<p>300 Pointe Parkway Blvd. Yukon, Oklahoma 73099</p>	<p><b>SHEET NO.:</b> 1 of 3</p> <p><b>DATE:</b> 04/30/21</p> <p><b>PROJECT NO.:</b> 21605200</p>

CA 973 (PE/LS) EXPIRES 6/30/202

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SHEET NO.: 1 of 3  
DATE: 04/30/21  
PROJECT NO.: 21605200

POINT OF BEGINNING  
NW CORNER OF SW/4 OF  
SECTION 17, T8N, R2W, I.M.

FEMA FLOODPLAIN  
MAP # 40027C0295J  
FEBRUARY 20, 2013

COMMON AREA A  
110.44 ACRES

COMMON AREA B  
2.62 ACRES

SW/4

FEMA FLOODPLAIN  
MAP # 40027C0295J  
FEBRUARY 20, 2013

COMMON AREA A  
110.44 ACRES

LEGAL DESCRIPTION  
See sheet 3 of 3.

ZONING:  
CURRENT: "A-1" GENERAL AGRICULTURAL DISTRICT  
"A-1" RURAL AGRICULTURAL DISTRICT  
PROPOSED: "R-1" SINGLE FAMILY DWELLING DISTRICT

NOTES  
1. Maintenance of the common areas and islands/medians in public rights-of-way shall be the responsibility of the Property Owners' Association. No structures, storage of material, grading, fill, or other obstructions, either temporary or permanent shall be placed within the drainage related common areas and/or drainage areas shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.  
2. A sidewalk shall be required on each lot and must be installed prior to the issuance of an occupancy permit.  
3. Sidewalks along common areas are the responsibility of the developer and must be installed prior to the issuance of any occupancy permits. Arterial sidewalks will be provided in accordance with sidewalk ordinances.  
4. All existing and proposed easements tied to lot corners on final plats.  
5. All Common Areas to be Drainage Easements also.

LOT COUNT:  
WEST  
SINGLE-FAMILY RESIDENTIAL 110 LOT  
RESIDENTIAL TOTAL 82.38 ACRES  
EAST  
SINGLE-FAMILY RESIDENTIAL 37 LOT  
RESIDENTIAL TOTAL 69.10 ACRES  
TOTAL  
SINGLE-FAMILY RESIDENTIAL 147 LOT  
RESIDENTIAL TOTAL 151.48 ACRES

LEGEND  
BL BUILDING LIMIT LINE  
D/E DRAINAGE EASEMENT  
EX. EXISTING  
R/W RIGHT-OF-WAY  
U/E UTILITY EASEMENT  
3' SW 3' SIDEWALK EASEMENT

PROJECT OWNER AND DEVELOPER:  
SHAZ, Investments, LLC  
PO Box 720088  
Norman, Oklahoma  
73070  
PH: 405.692.2222  
FAX: 405.793.6024

See sheet 3 of 3.

CURRENT: "A-1" GENERAL AGRICULTURAL DISTRICT  
"A-1" RURAL AGRICULTURAL DISTRICT

PROPOSED: "R-1" SINGLE FAMILY DWELLING DISTRICT

1. Maintenance of the common areas and islands/medians in public rights-of-way shall be the responsibility of the Property Owners' Association. No structures, storage of material, grading, fill, or other obstructions, either temporary or permanent shall be placed within the drainage related common areas and/or drainage areas shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.

2. A sidewalk shall be required on each lot and must be installed prior to the issuance of an occupancy permit.
3. Sidewalks along common areas are the responsibility of the developer and must be installed prior to the issuance of any occupancy permits. Arterial sidewalks will be provided in accordance with sidewalk ordinances.
4. All existing and proposed easements tied to lot corners on final plats.
5. All Common Areas to be Drainage Easements also.

<b>WEST</b>	
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

BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX.	EXISTING
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
3' SW	3' SIDEWALK EASEMENT

SHAZ, Investments, LLC  
PO Box 720088  
Norman, Oklahoma  
73070

PH: 405.692.2222  
FAX: 405.793.6024



PROJECT OWNER AND DEVELOPER:

SHAZ Investments, LLC  
PO Box 720088  
Norman, Oklahoma  
73070

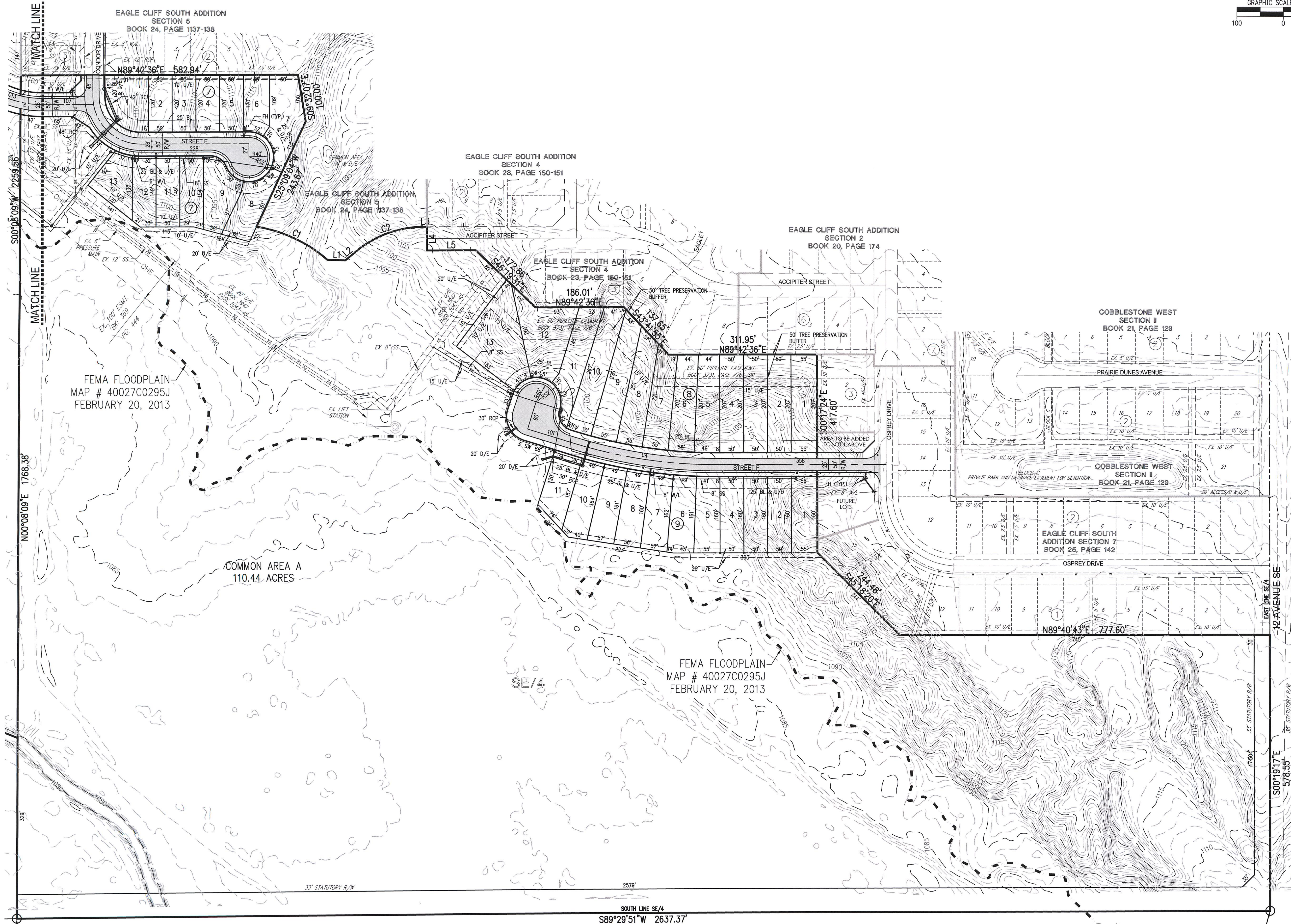
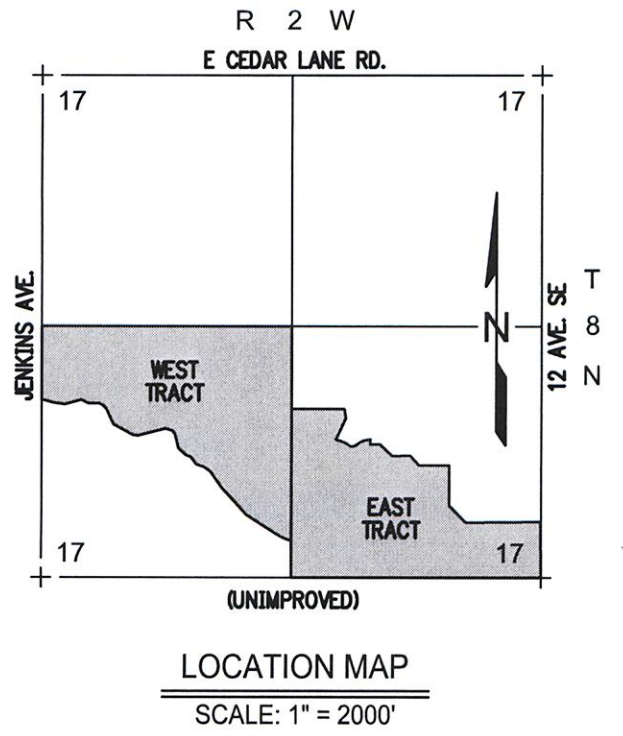
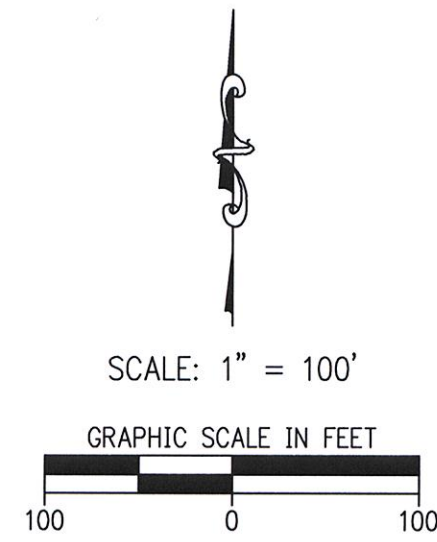
PH: 405.692.2222  
FAX: 405.793.6024

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

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SHEET NO.: 2 of 3  
DATE: 04/30/21  
PROJECT NO.: 21605200



CERTIFICATE OF AUTHORIZATION  
C.A. 170 (P.L.S.) 000000 00000000

APR 28 2021

803



PROJECT OWNER AND DEVELOPER:

SHAZ Investments, LLC  
PO Box 720088  
Norman, Oklahoma  
73070

PH: 405.692.2222  
FAX: 405.793.6024

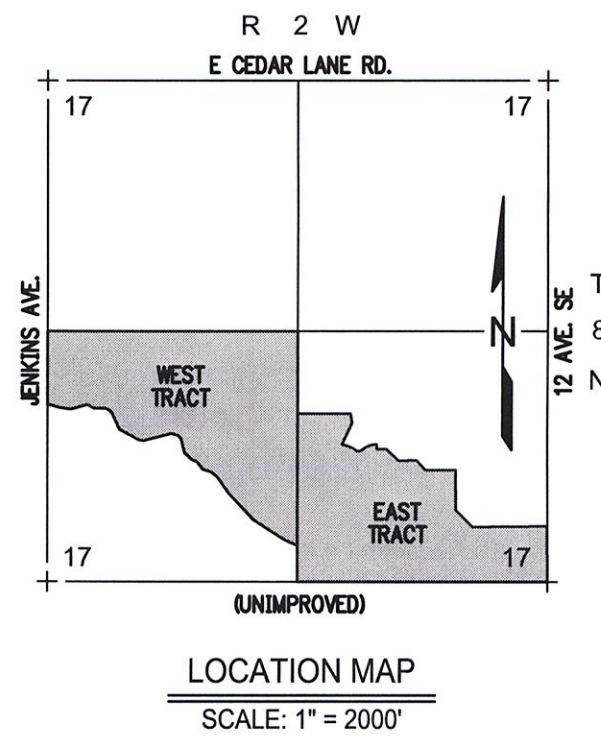
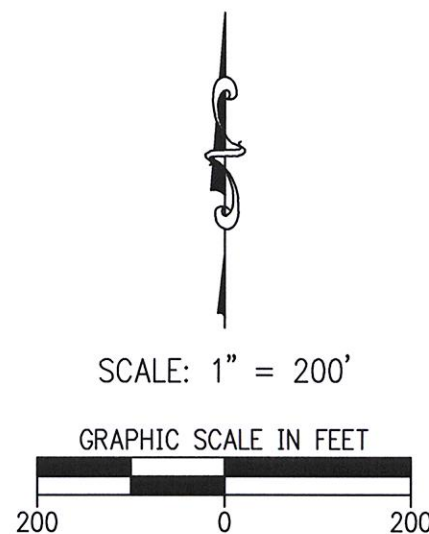
LEGEND

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

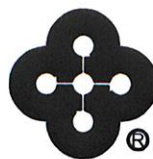
S89°29'51"W along the South line of said SE/4 a distance of 2637.37 feet to the Southwest corner of said SE/4; thence  
N00°08'09"E along the West line of said SE/4 a distance of 1768.38 feet; thence  
N89°42'36"E a distance of 582.94 feet; thence  
S09°32'07"E a distance of 100.00 feet; thence  
S25°09'04"W 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 74399



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SHEET NO.: 3 of 3  
DATE: 04/30/21  
PROJECT NO.: 21605200

CERTIFICATE OF AUTHORIZATION  
CA 973 (P&L) 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. 12<sup>th</sup> 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 12<sup>th</sup> Avenue SE or Cedar Lane Road.

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

12<sup>th</sup> 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 12<sup>th</sup> 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 13<sup>th</sup> 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 12<sup>TH</sup> 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 12<sup>TH</sup> 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 12<sup>TH</sup> 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, 12<sup>th</sup> 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 12<sup>th</sup> 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 12<sup>th</sup> 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 24<sup>th</sup> 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:**

30. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-18 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

### Item 30

**MEETING DATE:** 10/12/2021

**REQUESTER:** Nathan Madenwald, Utilities Engineer

**PRESENTER:** Nathan Madenwald, Utilities Engineer

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

#### BACKGROUND:

In 2003, the general policy was modified to allow installation of new lift stations if long-term operation, maintenance and capital equipment replacement costs (OM&R) were borne by the users of the new lift station (LS). An administrative Lift Station Fee collected through utility billing and applicable to each lot or customer in the new development was implemented through a contractual agreement.

To date, the Norman Utilities Authority (NUA) has approved eleven lift station agreements as follows:

1. Summit Lakes Addition (K-0304-51 approved 8/26/2003);
2. Summit Valley Addition (K-0304-57 approved 10/14/2003);
3. Eagle Cliff South Addition (K-0304-58 approved 10/14/2003);
4. Cobblestone West Addition (K-0405-119 approved 02/22/2005);
5. Alameda Park Addition (K-0506-30 approved 07/12/2005);
6. Red Rock Canyon Addition and Park Hill Addition (K-0506-139 approved 05/09/2006);
7. Siena Springs Addition (K-0607-70 approved 10/10/2006);
8. Links at Norman PUD (K-0809-115 approved 04/14/2009);
9. Stone Lake Addition (K-1415-130 approved 04/28/2015);
10. The Barn at Terra Verde (K-1819-59 approved 09/25/2018);
11. Eagle Cliff South Section 7 Addition (K-1920-48 approved 9/24/2019);
12. Turtle Crossing (K-1920-111 approved 3/24/2020);
13. Varenna Landing (K-2021-40 approved 8/25/2020); and
14. NRH Medical Park West Section 2 Replat (K-2021-88 approved 4/13/2021).

## DISCUSSION:

On May 13, 2021, the Planning Commission considered the preliminary plat for the Eagle Cliff West development contingent upon the provision of a sewer solution for the parcel. In this case, a gravity sewer discharging to the south and east into the existing Eagle Cliff LS was proposed. As noted in items 3 and 4 above, a LS fee is collected for the Eagle Cliff LS serving portions of Sections 2 through 7 of Eagle Cliff South and Section 2 of Cobblestone Creek Addition.

A lift station agreement must be approved by the developer of Eagle Cliff West requiring them to fund a portion of the ongoing operation, maintenance and replacement costs (OM&R) of the existing lift station. The residents currently served by the Eagle Cliff LS will see their LS fee reduced as the lift station annual costs will be equally distributed between 399 homes rather than 259 homes. The revised service area of the Eagle Cliff LS is shown on the attached map.

The developer of Eagle Cliff West, SHAZ Investment Group, LLC, is willing to implement the Lift Station OM&R fee. If acceptable to Council, these costs would be recovered through proposed Contract K-2122-17. The monthly LS fee for the Eagle Cliff LS is currently \$3.58 per household but would be reduced to \$2.41 once the Eagle Cliff West final plat is filed. The proposed contract provides the following:

- 1) The LS OM&R fee (the Lift Station Fee) would be filed of record as a restrictive covenant with the final plat of Eagle Cliff West as well as any other new areas that ultimately obtain sewer service from the Eagle Cliff LS.
- 2) The LS Fee will be adjusted annually to account for inflation and may otherwise be adjusted if changes to the LS service area necessitate an adjustment.
- 3) In the event a LS is taken out of service and its wastewater flows by gravity to a wastewater treatment facility site, the LS Fee would be discontinued.
- 4) The LS Fee will be calculated for each dwelling unit as well as a per capita basis to accommodate other zoning classifications such as commercial, institutional, industrial, etc.
- 5) The LS Fee will be collected monthly from each dwelling unit or non-residential entity contributing flow to the LS through the City's Utility billing system.

The calculations for this fee are shown as Exhibit A to the contract while Exhibit B illustrates the area to be served by the Eagle Cliff LS.

## RECOMMENDATION:

Staff recommends approval of Contract K-2122-17 between the Norman Utilities Authority and Shaz Investment Group, LLC implementing the Eagle Cliff Lift Station Fee for the Eagle Cliff West development to the City of Norman.

**LIFT STATION AGREEMENT**

THIS AGREEMENT is made and entered into this 22nd day of July 2021, by and between the Norman Utilities Authority (hereinafter referred to as the "Authority") and SHAZ Investment Group, an Oklahoma limited liability company (hereinafter referred to as the "Developer").

1. WHEREAS, the Developer applying for the approval of developing and subdividing their property, which would otherwise be served by septic tanks or sewage lagoons maintained privately, and desires that their property be served by a lift station which would pump wastewater into the Authority's wastewater system; and
2. WHEREAS, this alternative, if approved by the Authority would require additional operation, maintenance, and replacement costs which are unique to the particular subdivision being served; and
3. WHEREAS, the Developer of the proposed Eagle Cliff West subdivision requests that the subdivision be provided wastewater service through the existing Eagle Cliff South Lift Station pumping into the Authority's wastewater system; and
4. WHEREAS, the Developer requests that this alternative be approved as part of the platting process and that an administrative lift station fee be established for each lot in the Eagle Cliff West subdivision to provide for the operation, maintenance, and replacement of said lift station serving said subdivision; and
4. WHEREAS, the existing Eagle Cliff South Lift Station was constructed and placed into service in 2006 and is subject to a lift station fee pursuant to Contract K-0304-57 which requires that the lift station fee be established for all lots connecting to the lift station; and
5. WHEREAS, connecting to the existing Eagle Cliff South Lift Station and the servicing of Eagle Cliff West subdivision by the lift station will be of great advantage to the property owners within the subdivision by reducing their costs for the installation, operation and maintenance of septic systems or privately maintained sewage lagoons.

BE IT THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO:

6. THAT the parties do establish an operation, maintenance, and replacement monthly lift station fee for the Eagle Cliff West subdivision whose sanitary sewage will flow to the existing Eagle Cliff South Lift Station for the purpose of pumping wastewater into the City's wastewater system and that said monthly fee be billed each lot in all subdivisions served by the lift station by the City of Norman through the utility billing process. Said provisions shall be included in the restrictive covenants covering said subdivisions.
7. THAT the procedure for establishing said operation, maintenance, and replacement fee for each individual subdivision shall be as follows:
  - (a) The Developer shall cause a professional engineer registered in Oklahoma to prepare an Engineering Report detailing the proposed additional wastewater loading from Eagle Cliff West subdivision along with any modifications required for the existing lift station, and submit said report to the Authority together with the preliminary plat. Prior to Council



consideration of the preliminary plat, the Utilities Engineer or his authorized representative, shall estimate the annual administrative fee (the Lift Station Fee) necessary to provide for the proper operation, maintenance and replacement (OM&R) of the Eagle Cliff South Lift Station, force main and associated appurtenances.

- (b) The Authority shall levy the Lift Station Fee upon all lots within the Eagle Cliff South Lift Station service area and this determination shall be made a condition of Council's preliminary plat approval.
- (c) Prior to Council consideration of any final plat utilizing the Eagle Cliff South Lift Station and force main, the Utilities Engineer or his authorized representative, shall update and adjust the Lift Station Fee as required by the amended lift station service area. The adjusted Lift Station Fee shall be filed of record as a restrictive covenant with said final plat all future final plats within the lift station service area.
- (d) The Lift Station Fee will be adjusted annually to account for inflation based on the rate of change in the United States Department of Labor's Consumer Price Index for All Urban Consumers for the month most recently published, as compared to the same month in the previous year, and may otherwise be adjusted if the Authority determines that changes to the lift station's service area boundaries necessitate said adjustment.
- (e) In the event a new lift station enlarges the service area of the existing Eagle Cliff South Lift Station and replaces said lift station, the Lift Station Fee applicable to all existing final plats may not increase as a result of new calculation. However, the Lift Station Fee applicable to all existing final plats (if any) may decrease to the amount of new Lift Station Fee calculation.
- (f) In the event the lift station is taken out of service and its wastewater subsequently flows by gravity to the wastewater treatment facility site, any applicable Lift Station Fee shall be discontinued upon filing of a notice by the Authority.
- (g) The Lift Station Fee shall be made a part of the City of Norman Utility bill for collection monthly and accounted for in the Wastewater Fund.
- (h) The estimated Lift Station Fee has been calculated and is attached hereto as Exhibit "A" and made a part hereof.
- (i) The proposed Eagle Cliff West subdivision enlarging the Eagle Cliff South Lift Station service area is shown on Exhibit "B" attached hereto and made a part hereof.



IN WITNESS WHEREOF, the Authority and Developer have executed this Agreement.

Norman Utilities Authority  
201 West Gray  
Norman, OK 73069

ATTEST:

By: \_\_\_\_\_  
Breea Clark, Chairperson Secretary

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Authority Attorney

SHAZ Investment Group  
2252 North Broadway Street  
Moore, OK 73106

By: \_\_\_\_\_  
Hossein Farzaneh, Developer of Eagle Cliff West

Subscribed and sworn to before me this 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

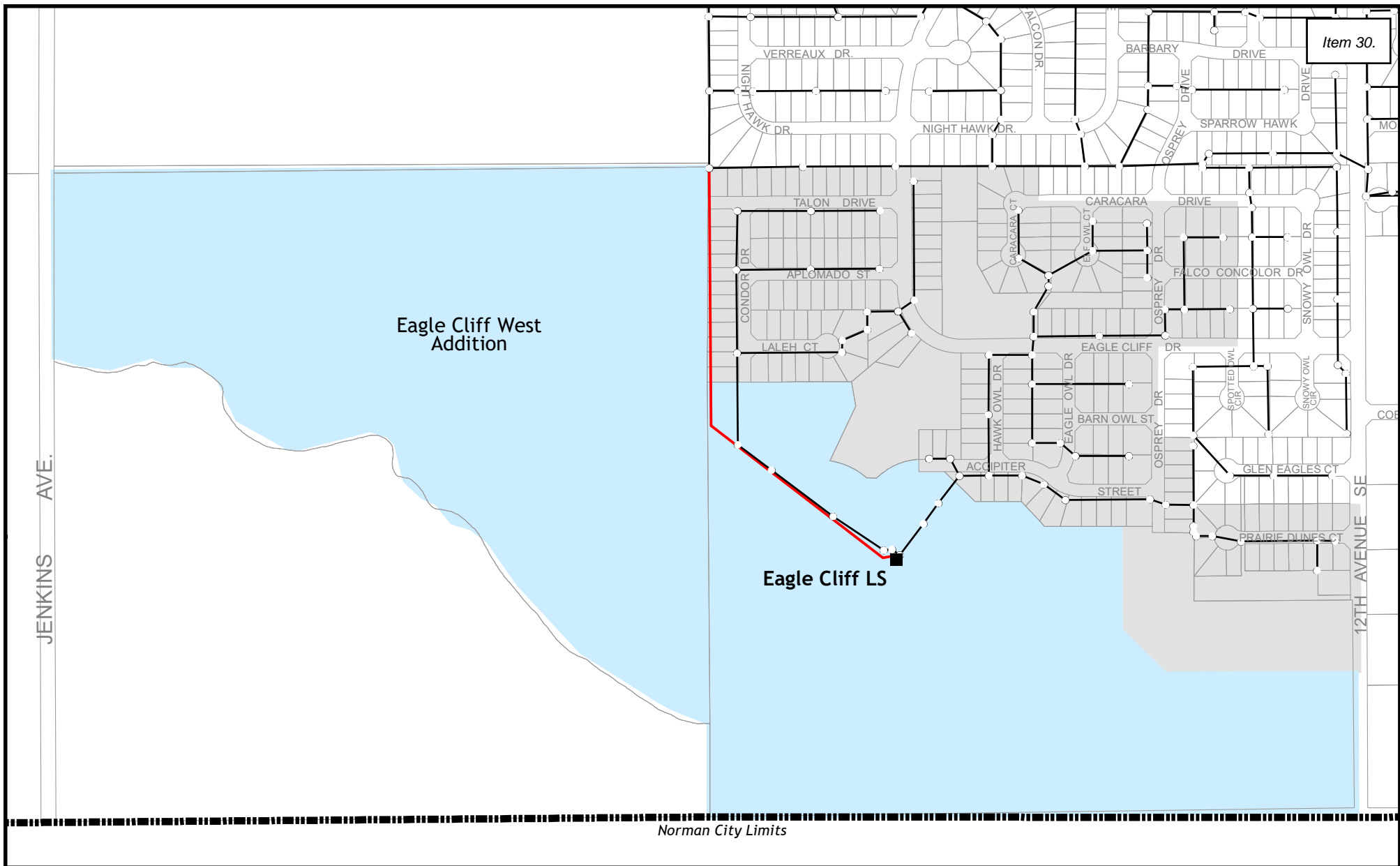
	<u>Electrical Cost</u>	<u>OM&amp;R Cost</u>	<u>Total Annual Cost</u>	<u>Total Monthly Cost</u>		
	\$923.47	\$7,646.10	\$8,569.57	\$714.13		

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 Per Person</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