



The City of Oklahoma City
Planning Department, Subdivision and Zoning
 420 West Main Street, Suite 910, Oklahoma City, Oklahoma, 73102
 Phone: (405) 297-2623 – Web: <https://www.okc.gov>

APPLICATION FOR SUBDIVISION

Log Sheet for Preliminary or Final Plat

Staff Use Only:
Case No.: C _____
File Date: _____
Ward No.: _____
Nbhd. Assoc.: _____
School District: _____
Plat Code: _____

Proposed Subdivision Plat Name _____

Preliminary Plat

_____ Total Plat Area (Acres)

_____ Total Number of Lots

Minor Subdivision
(Ten or Fewer Lots)

_____ Common Area (Acres / Sq. Ft.)

_____ No. of Common Areas

Final Plat

Parks Agreement

Encroaches 100-Year Flood Plain

General Location from nearest Section Line Roads (E/W then N/S) Ex: *South of W Memorial Rd. and East of N Council Rd.*

PART OF THE _____ OF SECTION _____ TOWNSHIP _____ RANGE _____
 (Ex: NW/4, E/2) (Ex: 20) (Ex: 10N, 14N) (Ex: 1E, 4W)

Name of Preliminary Plat (if applicable) _____

Case No. and PC approval date _____

	<u>No. of Lots</u>	<u>Units</u>	<u>Acreege (Minus CA)</u>	<u>Gross Density</u>
Single-Family:	_____	_____	_____	_____
Zero Lot Line:	_____	_____	_____	_____
Multi-Family:	_____	_____	_____	_____
Office / Commercial:	_____	_____	_____	_____
Industrial:	_____	_____	_____	_____
Water:	<input type="checkbox"/> Public	<input type="checkbox"/> Private	<input type="checkbox"/> Other _____	
Sewer:	<input type="checkbox"/> Public	<input type="checkbox"/> Private	<input type="checkbox"/> Other _____	
Streets:	<input type="checkbox"/> Public	<input type="checkbox"/> Private	<input type="checkbox"/> Other _____	

Name of Developer _____

Name of Engineer _____

Agent Name _____

Agent Name _____

Address _____

Address _____

City, State, and Zip Code _____

City, State, and Zip Code _____

Email _____

Email _____

Phone _____

Phone _____

Submit your Application by Email to Subdivisionandzoning@OKC.gov
 Compressed files (.zip, etc..) or links to FileShare services (Dropbox, etc..) can not be accepted for security purposes.

Submittal Requirements:

- Three (3) copies of white background paper copy prints (must be folded) drawn at a scale of one-inch equals one hundred feet (1" = 100') from an accurate survey on one (1) or more twenty-four inches by thirty-six inches (24" x 36") sheets. If more than two (2) sheets are required, there shall be match line sheets and an index sheet of the same dimensions or a map insert showing the entire subdivision shall accompany the final plat. The final plat and all supporting maps shall be legible and shall show the map scale, a north arrow, and the date of preparation. Plats in which all lots contain a net area more than forty thousand (40,000) square feet may be drawn to a scale of one-inch equals two hundred feet (1" = 200') feet on one (1) or more twenty-four inches by thirty-six inches (24" x 36") sheets. If more than two (2) sheets are required, an index sheet of the same dimensions or a map insert showing the entire subdivision shall be filed.
- Two (2) copies of prepared Subdivision Plat Application Log Sheet.
- One (1) copy of the deed(s) to the property.
- If the applicant is not the owner of the subject property, a letter of authorization from the owner is required.
- One (1) copy of white background PDF (.pdf) file drawing. Size and scale must match that of the submitted paper copies, and of 600dpi minimum resolution. Photographic file formats of drawings, maps, or other documents will not be accepted.
- One (1) copy of a list of property owners, mailing addresses and legal descriptions within a 100-foot radius of the subject site. The list must contain a minimum of 10 individual property owners and must be current within 30 days of the date of submittal of the application. If there are less than 10 individual owners within 100 feet, the radius must be extended by increments of 100 feet until the list contains no less than 10 owners. Provide One (1) PDF (.pdf) file version, AND one (1) MS Excel (.xls or .xlsx) file version.
- Signed and notarized Affirmation if property owner list is not certified by county assessor, or abstractor.
- One (1) typed copy narrative describing, in specific detail, existing and proposed improvements or conditions.
- Two (2) copies of signed Parks Agreement (where applicable).
- Two (2) copies of Inspection Request Form.
- Two (2) copies white background paper prints of Landscaping Plan for Subdivision Buffer along Arterial frontage. (Residential Subdivision Only).
- Digital Shapefiles. Reference attached specifications.
- Construction Plans submitted to Utilities Engineering department. (Submittal Date: _____)
- Construction Plans submitted to Public Works department. (Submittal Date: _____)
- A filing fee of \$2200.00 must be remitted within One (1) business day of submittal confirmation.

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Compressed files (.zip, etc..) or links to FileShare services (Dropbox, Google Drive, etc..) can not be accepted for security purposes.

Construction Plans:

- Construction Plans for Water and Sanitary Sewer system designs, and off-site easements must be submitted directly to the City of Oklahoma City Utilities Engineering department. Off-site easements are reviewed, presented to City Council for acceptance, and filed with the appropriate County Clerk’s office. Contact (405) 297-2666 for specific details on submittal requirements.
- Construction Plans for Storm Sewer, Storm Water Detention, and Pavement system designs, and off-site easements must be submitted directly to the City of Oklahoma City Public Works Engineering Department. Off-site easements are reviewed, presented to City Council for acceptance, and filed with the appropriate County Clerk’s office. Contact (405) 297-2581 for specific details on submittal requirements.

Digital Shape Files:

Three (3) separate shapefiles are needed for each plat that is submitted. The following information is all that is required. Any additional information should be removed prior to the creation of shapefiles:

- One (1) polygon shapefile containing the plat boundary
- One (1) polygon shapefile containing the lot boundaries, common area boundaries.
- One (1) polyline (line) shapefile containing the street centerlines (this shapefile is not needed if no new streets are being constructed)

All shapefiles need to be in the City of Oklahoma City projected geographic coordinate system of;

NAD_1983_CORS96_StatePlane_Oklahoma_North_FIPS_3501_Ft_US

Shapefiles submitted in a different coordinate system or those that are lacking appropriate spatial reference data, may cause delays in processing which can result in applications being moved to later hearing dates. If you have the newest version of AutoCAD, save files as a 2013, or earlier, version.

Make sure all layers are turned off except the plat information. The only information that should be shown are the plat boundary, lot lines, street center lines. All easements, meters, building lines, etc, should be turned off before saving as a .shp file. There will also likely be several file types created when saved as a .shp file. All files are needed in order to import the plat into GIS (especially .prj file).

Name the files with the complete name of the Plat (include section or phase) and whether it is a preliminary or final plat.

Provide Shapefiles with these parts:

- Meadowlake FP 1 Lines.dbf
- Meadowlake FP 1 Lines.idx
- Meadowlake FP 1 Lines.prj
- Meadowlake FP 1 Lines.sbn
- Meadowlake FP 1 Lines.sbx
- Meadowlake FP 1 Lines.shp
- Meadowlake FP 1 Lines.shx
- Meadowlake FP 1 Polygons.dbf
- Meadowlake FP 1 Polygons.idx
- Meadowlake FP 1 Polygons.prj
- Meadowlake FP 1 Polygons.sbn
- Meadowlake FP 1 Polygons.sbx
- Meadowlake FP 1 Polygons.shp
- Meadowlake FP 1 Polygons.shx

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Submittal for Accepted Plat Filing:

To reduce the time between the submittal of a filed final plat and building permit availability, the following items need to be submitted after the plat is accepted by City Council and filed at the appropriate County Clerk's office:

- Updated shapefiles of the final plat per the requirements above (if any changes were made)
- One (1) ink on mylar copy of the filed final plat
- Thirteen (13) copies of white background 24"x36" paper copy prints (must be folded) the filed final plat (for distribution to other city departments and state / federal agencies)

Public Hearings:

There is one public hearing for consideration of a final plat or minor subdivision. Planning Commission review is approximately four weeks from the time the application is submitted to the Development Services Department. Once the Planning Commission makes a decision, the developer has two options for dedication of the improvements. Either the improvements may be installed, inspected and approved prior to City Council acceptance; or the developer may submit a surety (i.e. Letter of Credit, Subdivision Bond) guaranteeing installation of the improvements. The City Council hearing will be approximately three weeks after one of the options has been chosen. A Planning Commission schedule of meetings with appropriate filing deadlines is available for download.

Plat Expiration:

Final Plats or Minor Subdivisions expire five (5) years from the date of Planning Commission approval if the dedications are not accepted by the City Council. An extension of expiration date is available for a \$1200.00 filing fee.

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SUBDIVISION BOND
(Corporate Principal)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal and _____, the undersigned Surety, are held and firmly bound unto The City of Oklahoma City, Oklahoma (hereinafter referred to as "City"), in the full sum of _____ (\$_____) for payment of which are well and truly to be made, we, and each of us, bind ourselves, jointly and severally as to obligations found herein, by these presents.

WHEREAS, Principal has submitted to the City a Final Plat for the subdivision of a particular tract of land described as follows:

known as _____; and

WHEREAS, Principal has, pursuant to 11 O.S. §547-114 (1981) and Article IV, Section 4.2.2 of the Oklahoma City Subdivision Regulations, elected to file this Bond in lieu of actual completion of the improvements and utilities as shown on the Final Plat of the above subdivision, the estimated costs of said improvement and utilities being as follows:

Paving (or Paving/Storm Sewer)	\$ _____.
Storm Sewer	\$ _____.
Sanitary Sewer	\$ _____.
Water	\$ _____.
10% Allowance for Cost Overrun	\$ _____.
TOTAL	\$ _____.

NOW, THEREFORE, the Principal shall, within two (2) years from the date of approval of this Bond by the Council of The City, faithfully install and complete all improvements and utilities in the above subdivision as shown on the Final Plat thereof, in accordance with all the requirements and ordinances of The City, the Subdivision Regulations of The City and plans and specifications approved by The City; and the Principal shall pay all bills for contractors, sub-contractors, labor and materials incurred in the installation and completion of said improvements and utilities; and the Principal shall hold harmless and indemnify The City against all liability, loss or claim for damages by reason of or arising out of the installation and/or completion of said improvements and/or utilities.

NOW, FURTHER, if the Principal shall not, within two (2) years of the approval of this Bond by the Council of The City, have faithfully installed and completed all improvements and utilities in the above subdivision as shown on the Final Plat thereof in accordance with the requirements and ordinances of The City, the Subdivision Regulations of The City and plans and specifications approved by The City, as certified by the City Engineer, then upon demand by The City, the Surety shall promptly:

- 1.) Pay over to The City all or such part of the amounts specified in this Bond as are necessary to install and/or complete all improvements and utilities as shown by the Final Plat according to the estimated costs of completion as prepared and certified by the City Engineer; or
- 2.) Install and/or complete the improvements and utilities as set out in the Final Plat in accordance with the provisions of this Bond as applicable to the Principal.

NOW, FURTHER, if the Principal shall not have paid for all material and labor entering into the construction of the improvements then upon demand by The City, the Surety shall promptly pay for all material and labor entering into the construction of the improvements.

NOW, FURTHER, if the Principal shall, within two (2) years from the date of approval of this Bond by the Council of The City, faithfully install and complete all improvements and utilities in the above subdivision as shown on the Final Plat thereof, in accordance with all the requirements and ordinances of The City, the Subdivision Regulations of The City and plans and specifications approved by The City; and if the Principal has paid for all material and labor entering into the construction of the improvements then this Bond shall be released by The City, otherwise it is to remain in full force.

NOW, FURTHER, in the event The City shall bring suit to enforce this Bond, it shall be entitled to recover, in addition to the face amount of this bond, reasonable attorney fees and all other costs of such action.

Dated this _____ day of _____, _____

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officer, the day and year above written.

Principal

By: _____

_____, _____

Surety

By: _____

_____, _____

APPROVED by the Council of THE CITY OF OKLAHOMA CITY this _____ day of _____, _____.

MAYOR

ATTEST:

City Clerk

REVIEWED for form and legality.

Assistant Municipal Counselor

AFFIRMATION

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

I affirm that the ownership list submitted as a part of this application contains the names of all owners of record of property which are within 100 feet (or greater if required) of the property described in the attached exhibit.

Executed at Oklahoma City, Oklahoma, on the _____ day of _____, 20_____

Applicant Signature

Subscribed and sworn to before me, a Notary Public, in and for the State of _____,
County of _____, on the _____ day of _____, 20_____.

My Commission Expires:

Notary Public
Commission # _____

LETTER OF AUTHORIZATION

I, _____ or,
Property Owner of Record

_____ authorize,
Agent of the Property Owner of Record and Title

Designated Representative

to make application for municipal approvals and do all things necessary for the advancement of such application with respect to the property at the following location:

Address and/or County Assessor account number and County Name

By: _____
Signature

Title: _____
Manager / Proprietor

Date: _____
MM/DD/YYYY

AGREEMENT FOR DEVELOPER-PROVIDED PRIVATE LOCAL PARK

This Agreement for Developer-Provided Private Local Park (“**Agreement**”), dated this _____ day of _____, 20____, is by and between the City of Oklahoma City (the “**City**”) and _____, a _____ (the “**Developer**”).

WITNESSETH:

WHEREAS, the City of Oklahoma City has and continues to develop and expand the public infrastructure systems of its parks system; and

WHEREAS, new development increases the impact upon and demand for the parks infrastructure systems, and so long as new development continues to occur the functional nexus between development and these impacts and demands upon the parks infrastructure system will continue to accrue, expand, and/or increase; and

WHEREAS, on April 26, 2016, the **City** adopted development fees to partially fund the capital improvement costs for increases to or expansion of the functional capacity of its parks system; and

WHEREAS, parks development fees will be used to expand or increase the functional service capacity of the parks public infrastructure system including the parks system and the trail system; and

WHEREAS, the Oklahoma City Parks Master Plan establishes park standards; and

WHEREAS, increased or expanded functional parks service capacity may be achieved through new or existing parks, or a combination thereof; and

WHEREAS, the **City** intends to meet the needs of new residents by constructing and expanding regional parks infrastructure, provided, however, the **City** acknowledges that the construction and expansion of local parks aids in reducing and satisfying regional park demand; and

WHEREAS, Oklahoma City Municipal Code Chapter 38, section 38-1 which establishes the parks development fees and also establishes an opportunity for developers to defray the impact of their development upon the parks infrastructure system by participating in the expansion of local park capacity through the construction of a developer-provided private local park within their development in exchange for which, upon completion thereof, the development would qualify for a partial exemption from the parks development fee as provided in the ordinance and herein; and

NOW, THEREFORE, the **City** and the **Developer** hereby agree as follows:

1. DEVELOPMENT

The **Developer** will build the development (“**Development**”) as set forth in the attached legal description and preliminary plat, which are attached hereto as **Attachment “A”** and incorporated herein by reference. The preliminary plat, final plat, and any revision to such plats, must be signed by the **Parks and Recreation Director**.

2. DEVELOPER-PROVIDED PRIVATE LOCAL PARK

The **Developer** must construct or provide the private local park(s) to relieve the impact of that **Development** on the functional service capacity of the public infrastructure system within the designated service area(s) or benefit area(s) as described and provided in **Attachment “B”** attached hereto and incorporated herein by reference (“**Developer-Provided Private Local Park**”). The Developer must construct the developer-provided private local park amenities listed on **Attachment “C”** attached hereto and incorporated herein by reference; provided however, the Parks and Recreation Director, or his designee, is authorized by the City, at his sole discretion, to amend **Attachment “C”** provided such amendment complies with the then current Oklahoma City Municipal Code Chapter 38-1 requirements. Upon execution of this **Agreement**, the properties within the **Development** will tentatively qualify for a partial exemption (“**Existing Local Park Exemption**”) to the parks system portion of the parks development fee as set forth in Chapter 60, the General Schedule of Fees; provided, however, failure to fulfill the terms and conditions of this **Agreement** shall void all partial exemption for all lots and all lots will be assessed at the full parks development fee rate. Notwithstanding the aforementioned potential for an Existing Local Park Exemption, the **Developer** or property owner must pay the trails system portion and the non-exempt parks system portion of the parks development fee for the new, expanded and modified developments in the **Development**.

3. PARK COMPLETION ASSURANCE

The **Developer** must provide park completion assurance, as provided and/or required in this paragraph three (3), as a guarantee of completion of the **Developer-Provided Private Local Park** in accordance with the Oklahoma City Municipal Code and this **Agreement** and as a guarantee of payment of any parks development fees determined to be due and owing.

A. Should the **Developer** fail to construct and complete the **Developer-Provided Private Local Park** in accordance with this **Agreement** before fifty (50%) percent of the total number of platted lots on **Attachment “A”** have received building permits, then no further building permits will be issued for the **Development** unless and until the **Developer** has completed the **Developer-Provided Private Local Park** or the **Developer** has provided park completion assurance as set forth in section (1) below.

(1) The park completion assurance will be in the amount of one hundred

and fifty (50%) percent of the estimated construction cost of the **Developer-Provided Private Local Park** as stated in this **Agreement**. For the purposes of establishing the amount of the park completion assurance, the **City** and **Developer** agree the **Developer** will accompany the park completion assurance with an estimate of the then current **Developer-Provided Private Local Park** construction costs, including all labor, materials, goods, services, permits and other associated construction costs, prepared and sealed by a licensed Landscape Architect, Architect, or Civil Engineer. The park completion assurance must guarantee the **Developer** or its surety will immediately construct and complete the **Developer-Provided Private Local Park** as described on **Attachment "B"** in accordance with this **Agreement**. The park completion assurance will be in the form of either: (a) a subdivision bond or (b) a performance bond. Upon receipt and approval of the park completion assurance bond, further building permits will subsequently be issued for the **Development** provided the **Developer** has completed the **Developer-Provided Private Local Park** prior to the issuance of sixty (60%) percent of the platted lots or within twelve (12) months of receipt and approval of the park completion assurance bond, whichever comes first.

(2) Should the **Developer** not construct and complete the **Developer-Provided Private Local Park** before sixty (60%) percent of the then platted lots within the **Development** have received a building permit or within twelve (12) months of receipt and approval of the park completion assurance bond, whichever comes first, then the **City** will suspend issuance of building permits for the **Development** until the **Developer-Provided Private Local Park** is constructed and completed in accordance with this **Agreement**. In addition, the **City** may, in its sole option, enforce the park completion assurance bond by either: (a) demanding and requiring the surety to construct and complete the **Developer-Provided Private Local Park** within six (6) months of demand by the Parks and Recreation Director or (b) the **City** may cause the **Developer-Provided Private Local Park** to be constructed and completed by the **City** or by **City** contractors at the Developer and/or the surety's expense.

(3) Should the **Developer** or the surety not complete construction of the **Developer-Provided Private Local Park** as provided in this **Agreement** or should the **City** cause the **Developer-Provided Private Local Park** to be constructed, then the **City** may recover and collect from the **Developer** and/or the surety: (a) **City** administrative costs and expenses related to the construction or completion of the **Developer-Provided Private Local Park**, (b) **City** and its contractor's costs and expenses for construction or completion of the **Developer-Provided Private Local Park**, (c) any administrative costs, attorney

fees, court costs, and litigation costs to enforce the park completion assurance, and (d) any parks development fees determined to be due and owing.

(4) Provided, however, upon the request and demonstration of good cause by the **Developer**, the Development Services Director may, in his or her sole discretion, grant an extension of the time for the **Developer** to construct and complete the **Developer-Provided Private Local Park** until sixty-five (65%) percent of the then platted lots within the subdivision have received building permits before the park completion assurance is enforced as stated above. In addition, the **City** may suspend issuance of building permits for the **Development** until the **Developer-Provided Private Local Park** is constructed and completed in accordance with this **Agreement**.

4. **MAINTENANCE OF DEVELOPER-PROVIDED PRIVATE LOCAL PARK**

A. The **Developer** will provide for the maintenance of the **Developer-Provided Private Local Park**. The **Developer** must include a covenant on the preliminary plat, final plat, and any revision to such plats, establishing the persons or entity responsible for the maintenance of the **Developer-Provided Private Local Park**. The **Developer** must include the following in the preliminary plat, final plat, and any revision to such plats, for the **Development** either expressly included on the plat or in a document incorporated by reference into the plat:

“The **Developer** has agreed to construct a **Developer-Provided Private Local Park**. Should the **Developer-Provided Private Local Park** not be timely constructed, then the **City** will suspend issuance of building permits in this **Development** pending compliance with the **Agreement**. In addition, the **City** may recover parks development fees from any property owner or subsequent purchaser in accordance with the Oklahoma City Municipal Code. The **Developer-Provided Private Local Park** must be maintained in a clean and safe condition and in accordance with the Oklahoma City Municipal Code by the (*developer/ homeowners association/ property owner’s association*) without cost, expense or charge to the **City**. Should the (*developer/ homeowners association/ property owner’s association*) fail to maintain this **Developer-Provided Private Local Park** and any park public infrastructure system, improvements, or amenities therein in a clean and safe condition and in accordance with the Oklahoma City Municipal Code, then each property owner in this **Development** does hereby waive its right to protest or object to the creation of an assessment district and irrevocably agree and consent to the creation by the **City** of an assessment district to fund and finance the current and future operation, maintenance and repair of the **Developer-Provided Private Local Park** and any public park infrastructure system, improvements, and amenities therein or other substitute infrastructure, improvements or amenities as determined by the

Parks and Recreation Director. Provided, however, the **City** does not and will not have any obligation to create an assessment district or to provide funds, labor, equipment or resources for operation or maintenance of the **Developer-Provided Private Local Park**, now or in the future.”

B. The **Developer** will expressly state: (1) this **Agreement**, (2) the obligations and assents as stated in **subparagraph A** above, and (3) the **Developer’s** exercise of this exemption on each preliminary plat, final plat, and any revision to such plats, to notify property owners and their successors of their obligations and assents. No preliminary plat, final plat, and any revision to such plats, for this **Development** will be approved by the **City** without such notes, covenants, and notices.

5. PARKS DEVELOPMENT FEE RETROACTIVE APPLICATION

Should the **Developer** fail to perform the required actions in this **Agreement** then the local park exemption will not apply and the full parks development fees will be immediately and retroactively due and owing from the **Developer** and/or the surety for all lots in the **Development** at the rate applicable at the time of the certificate of occupancy, and no further certificates of occupancy will be issued for the **Development** until all parks development fees due and owing are paid in full.

6. ONLY ADJUSTMENT

The local park exemption, if any, granted hereby shall be the only adjustment provided to the **Developer** or for the **Development**. No other or additional adjustment, refund, or credit will or may be granted, carried over or transferred to that or a different development, a subsequent development, a subsequent change to the **Development**, to the **Developer**, or against a parks development fee for a different system. Any modification to:

- A. the preliminary plat, or
- B. between the preliminary plat and the final plat, or
- C. or any revision to the final plat,

for this **Development that changes to number of lots** or the **Developer-Provided Private Local Park** as described on **Attachment “A” or “B”** will require an amendment to this **Agreement**.

7. AMENDMENTS

This **Agreement** may only be amended by written approval of both parties. The **Parks and Recreation Director** is hereby authorized, but not required, to execute amendments to this **Agreement**.

8. INDEPENDENT STATUS

A. The parties hereby acknowledge and agree **Developer** is an independent entity and not an agent or employee of the **City** in performing the duties in this **Agreement**. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties.

B. The parties further acknowledge this **Agreement** creates no duty or obligation on the part of the **City** to the **Developer's** successors or assigns or to any person or entity with or subsequently obtaining or attaining any property or property interest in the **Development** under this **Agreement** and none shall be deemed to be created or implied.

9. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

10. NO WAIVER

The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

11. NO ASSIGNMENT WITHOUT CONSENT

The parties agree the **Developer** may not assign this **Agreement**, in whole or in part, without the prior written consent of the **City**, in its sole discretion. The **Parks and Recreation Director** is specifically authorized to approve an assignment of this **Agreement**, upon request of the **Developer** and clear demonstration by the **Developer** that the assignee has the financial ability, experience and performance history to timely perform all the obligations, duties and covenants in this **Agreement**.

12. RECORDATION

The parties hereby agree this **Agreement** provides for the payment of parks development fees and the opportunity for exemption from such fees, but also permits, upon the failure of the **Developer** to timely complete certain duties and obligations, the assessment and collection of parks development fees from any or all property within the **Development** even after transfer of such property. As such this **Agreement** will be filed of record in the county wherein this **Development** is situated as notice to all subsequent purchasers of the potential assessment of parks development fees and assessments.

13. VENUE AND APPLICABLE LAW

Developer and **City** hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this **Agreement** shall be

adjudicated before a court, state or federal, located in Oklahoma County, Oklahoma. In addition, the **Developer** and the **City** each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma County, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The **Developer** irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this **Agreement**, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This **Agreement** shall be construed and enforced in accordance with the laws of the State of Oklahoma.

14. DESCRIPTIVE HEADINGS

The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this **Agreement**.

15. COUNTERPARTS

This **Agreement** may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

16. ENTIRE CONTRACT

This **Agreement** constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Provided, however, nothing in this **Agreement** shall be deemed to waive, revise or modify any duty, obligation or responsibility of the **Developer** under the Oklahoma City Municipal Code, and any supplement or amendment thereto.

17. TIME IS OF ESSENCE

Both the **Developer** and the **City** expressly agree that time is of the essence with respect to this **Agreement**, and the time for performance of each task or duty shall be made a part of the **Agreement** and shall be strictly observed and enforced.

18. NOTICES

Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a

party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To Developer:

Telephone _____

Facsimile _____

To City:

The City of Oklahoma City
Attention: City Clerk
200 North Walker Ave, 2nd Floor
Oklahoma City, Oklahoma 73102
Telephone: (405) 297-2391
Facsimile: (405) 297-3121

and

Oklahoma City Parks and Recreation Department
Attention: Doug Kupper, Director
420 W. Main Street, Second Floor
Oklahoma City, Oklahoma 73102
Telephone: (405) 297-3882
Facsimile: (405) 297-3882

19. EFFECTIVE

This **Agreement** shall become effective upon execution by the **City** or the **Parks and Recreation Director** on behalf of the **City**.

20. NONDISCRIMINATION

In connection with the performance of work and/or services under this **Agreement**, **Developer** agrees as follows:

A. **Developer** shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). **Developer** shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or

recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. **Developer** shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2011.

B. In the event of **Developer's** noncompliance with this nondiscrimination clause, the **City** may declare **Developer** ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by **Developer**.

C. **Developer** agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this **Agreement**.

21. ANTI-COLLUSION

Developer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **Developer** to solicit or secure this **Agreement**. **Developer** further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for **Consultant**, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**.

22. SUBDIVISION OR PERFORMANCE BOND

Should **Developer** be required pursuant to the Oklahoma City Municipal Code or this Agreement to provide and maintain: (a) a subdivision bond or (b) a performance bond, to ensure completion of the **Developer-Provided Private Local Park** and/or payment of development fees, the bonds must be executed by a surety company licensed to do business in the State of Oklahoma; having an "A-" or better rating by A.M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States. The bond must be in a form and format acceptable to the **Parks and Recreation Director**. The bonds shall be in force for the full term of this **Agreement**.

23. TERM

The term of this **Agreement** shall be from its Effective Date until **City** inspection of the completed **Developer-Provided Private Local Park** and the written acknowledgement of the completion of the **Developer-Provided Private Local Park**, as provided in this **Agreement** and the Oklahoma City Municipal Code, by the **Parks and Recreation Director** or by the **City**.

24. CONFLICT

In the event of a conflict between the requirements of the Oklahoma City Municipal Code and this Agreement, the parties agree that the Oklahoma City Municipal Code will control.

25. PARKS AND RECREATION DIRECTOR

As used in this **Agreement**, the **Parks and Recreation Director** shall mean the Director of the Oklahoma City Parks and Recreation Department.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

This **Agreement** was approved by the **Developer** this ____ day of _____,
20____.

By _____

Print Name _____

As _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____
by _____ as the _____
of Developer, _____.

Notary Public

My Commission Expires: _____

My Commission No. _____

This **Agreement** was approved by the Parks and Recreation Director as authorized by Oklahoma City Municipal Code Chapter 38, Section 38-1 this ____ day of _____, 20 ____.

By _____

Print Name _____

As _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____ by _____ as the Director of Parks and Recreation Department of the City of Oklahoma City.

Notary Public

My Commission Expires: _____

My Commission No. _____

This **Agreement** was approved by the City of Oklahoma City this ____ day of _____, 20____.

Attest:

City Clerk

Mayor

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____
by _____ as the Mayor of the City of Oklahoma
City.

Notary Public

My Commission Expires: _____

My Commission No. _____

Reviewed for form and legality.

Assistant Municipal Counselor

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ATTACHMENT "A"
DEVELOPMENT
LEGAL DESCRIPTION

ATTACHMENT "A"
DEVELOPMENT
COPY OF THE PRELIMINARY PLAT

ATTACHMENT "B"
DEVELOPER-PROVIDED PRIVATE LOCAL PARK
ESTIMATED CONSTRUCTION COST

For the purposes of establishing the amount of the park completion assurance, the **City** and **Developer** agree the estimated **Developer-Provided Private Local Park** construction cost is _____ dollars (\$ _____) and the park completion assurance will be in the amount of _____ dollars (\$ _____) which is one hundred and fifty (150%) percent of the estimated construction cost of the **Developer-Provided Private Local Park**.

ATTACHMENT "B"
DEVELOPER-PROVIDED PRIVATE LOCAL PARK

CONCEPTUAL PARK PLANS
SHOWING IMPROVEMENTS AND LOCATION MAP
WITHIN PRELIMINARY PLAT

**ATTACHMENT “C”
DEVELOPER-PROVIDED PRIVATE LOCAL PARK AMENITIES LIST**

- Playground Equipment Structures
- Park Shelters or Multiple Pavilions
- Informal Practice Fields or Multiple Open Spaces
- Individual Sitting Areas and Picnic Tables
- Walking Paths
- Clubhouse
- Pool
- Outdoor Fitness Workstations or Exercise Facilities
- Splash Pads or Spray Pool
- Other amenities provided (Requested by the Developer and approved by the Parks and Recreation Director):

**AGREEMENT FOR DEVELOPER-PROVIDED PRIVATE LOCAL PARK
(Non-Subdivided Property)**

This Agreement for Developer-Provided Private Local Park (“**Agreement**”), dated this _____ day of _____, 20_____, is by and between the City of Oklahoma City (the “**City**”) and _____, a _____ (the “**Developer**”).

WITNESSETH:

WHEREAS, the City of Oklahoma City has and continues to develop and expand the public infrastructure systems of its parks system; and

WHEREAS, new development increases the impact upon and demand for the parks infrastructure systems, and so long as new development continues to occur the functional nexus between development and these impacts and demands upon the parks infrastructure system will continue to accrue, expand, and/or increase; and

WHEREAS, on April 26, 2016, the **City** adopted development fees to partially fund the capital improvement costs for increases to or expansion of the functional capacity of its parks system; and

WHEREAS, parks development fees will be used to expand or increase the functional service capacity of the parks public infrastructure system including the parks system and the trail system; and

WHEREAS, the Oklahoma City Parks Master Plan establishes park standards; and

WHEREAS, increased or expanded functional parks service capacity may be achieved through new or existing parks, or a combination thereof; and

WHEREAS, the **City** intends to meet the needs of new residents by constructing and expanding regional parks infrastructure, provided, however, the **City** acknowledges that the construction and expansion of local parks aids in reducing and satisfying regional park demand; and

WHEREAS, Oklahoma City Municipal Code Chapter 38, section 38-1 which establishes the parks development fees and also establishes an opportunity for developers to defray the impact of their development upon the parks infrastructure system by participating in the expansion of local park capacity through the construction of a developer-provided private local park within their development in exchange for which, upon completion thereof, the development would qualify for a partial exemption from the parks development fee as provided in the ordinance and herein; and

WHEREAS, for the purpose of this **Agreement**, the term “dwelling units” shall fulfill the role of “platted lots” as referred therein the ordinance and the Oklahoma City Municipal Code Chapter 38, section 38-1; and

NOW, THEREFORE, the **City** and the **Developer** hereby agree as follows:

1. DEVELOPMENT

The **Developer** will build the development (“**Development**”) as set forth in the attached legal description and preliminary plat, if any, which are attached hereto as **Attachment “A”** and incorporated herein by reference. The preliminary plat, final plat, and any revision to such plats, if any, must be signed by the **Parks and Recreation Director**.

2. DEVELOPER-PROVIDED PRIVATE LOCAL PARK

The **Developer** must construct or provide the private local park(s) to relieve the impact of that **Development** on the functional service capacity of the public infrastructure system within the designated service area(s) or benefit area(s) as described and provided in **Attachment “B”** attached hereto and incorporated herein by reference (“**Developer-Provided Private Local Park**”). The Developer must construct the developer-provided private local park amenities listed on **Attachment “C”** attached hereto and incorporated herein by reference; provided however, the Parks and Recreation Director, or his designee, is authorized by the City, at his sole discretion, to amend **Attachment “C”** provided such amendment complies with the then current Oklahoma City Municipal Code Chapter 38-1 requirements. Upon execution of this **Agreement**, the properties within the **Development** will tentatively qualify for a partial exemption (“**Existing Local Park Exemption**”) to the parks system portion of the parks development fee as set forth in Chapter 60, the General Schedule of Fees; provided, however, failure to fulfill the terms and conditions of this **Agreement** shall void all partial exemption and the **Developer** and the **Development** will be assessed at the full parks development fee rate. Notwithstanding the aforementioned potential for an **Existing Local Park Exemption**, the **Developer** or property owner must pay the trails system portion and the non-exempt parks system portion of the parks development fee for the new, expanded and modified developments in the **Development**.

3. PARK COMPLETION ASSURANCE

The **Developer** must provide park completion assurance, as provided and/or required in this paragraph three (3), as a guarantee of completion of the **Developer-Provided Private Local Park** in accordance with the Oklahoma City Municipal Code and this **Agreement** and as a guarantee of payment of any parks development fees determined to be due and owing.

A. Should the **Developer** fail to construct and complete the **Developer-Provided Private Local Park** in accordance with this **Agreement** before fifty (50%) percent of the total number of dwelling units on **Attachment “A”** have received

building permits, then no further building permits will be issued for the **Development** unless and until the **Developer** has completed the **Developer-Provided Private Local Park** or the **Developer** has provided park completion assurance as set forth in section (1) below.

(1) The park completion assurance will be in the amount of one hundred and fifty (150%) percent of the estimated construction cost of the **Developer-Provided Private Local Park** as stated in this **Agreement**. For the purposes of establishing the amount of the park completion assurance, the **City** and **Developer** agree the **Developer** will accompany the park completion assurance with an estimate of the then current **Developer-Provided Private Local Park** construction costs, including all labor, materials, goods, services, permits and other associated construction costs, prepared and sealed by a licensed Landscape Architect, Architect, or Civil Engineer. The park completion assurance must guarantee the **Developer** or its surety will immediately construct and complete the **Developer-Provided Private Local Park** as described on **Attachment “B”** in accordance with this **Agreement**. The park completion assurance will be in the form of a performance bond. Upon receipt and approval of the park completion assurance bond, building permits may subsequently be issued for the **Development** provided the **Developer** has completed the **Developer-Provided Private Local Park** prior to the issuance of an occupancy permit or within twelve (12) months of receipt and approval of the park completion assurance bond, whichever comes first.

(2) Should the **Developer** not construct and complete the **Developer-Provided Private Local Park** within twelve (12) months of receipt and approval of the park completion assurance bond, then the **City** will not issue a building permit for the **Development** until the **Developer-Provided Private Local Park** is constructed and completed in accordance with this **Agreement**. In addition, the **City** may, in its sole option, enforce the park completion assurance bond by either: (a) demanding and requiring the surety to construct and complete the **Developer-Provided Private Local Park** within six (6) months of demand by the Parks and Recreation Director or (b) the **City** may cause the **Developer-Provided Private Local Park** to be constructed and completed by the **City** or by **City** contractors at the **Developer** and/or the surety’s expense.

(3) Should the **Developer** or the surety not complete construction of the **Developer-Provided Private Local Park** as provided in this **Agreement** or should the **City** cause the **Developer-Provided Private Local Park** to be constructed, then the **City** may recover and collect from the **Developer** and/or the surety: (a) **City** administrative costs and expenses related to the construction

or completion of the **Developer-Provided Private Local Park**, (b) **City** and its contractor's costs and expenses for construction or completion of the **Developer-Provided Private Local Park**, (c) any administrative costs, attorney fees, court costs, and litigation costs to enforce the park completion assurance, and (d) any parks development fees determined to be due and owing.

(4) Provided, however, upon the request and demonstration of good cause by the **Developer**, the Development Services Director may, in his or her sole discretion, grant an extension of the time for the **Developer** to construct and complete the **Developer-Provided Private Local Park** until sixty-five (65%) percent of the then platted lots within the subdivision have received building permits before the park completion assurance is enforced as stated above. In addition, the **City** may suspend issuance of building permits for the **Development** until the **Developer-Provided Private Local Park** is constructed and completed in accordance with this **Agreement**.

4. MAINTENANCE OF DEVELOPER-PROVIDED PRIVATE LOCAL PARK

A. The **Developer** will provide for the maintenance of the **Developer-Provided Private Local Park**. The **Developer** must include a covenant in: (1) the preliminary plat, final plat, and any revision to such plats, if any, or (2) the record on the County Registrar of Deed for the **Development**, establishing the persons or entity responsible for the maintenance of the **Developer-Provided Private Local Park**. The **Developer** must include the following covenant:

“The **Developer** has agreed to construct a **Developer-Provided Private Local Park**. Should the **Developer-Provided Private Local Park** not be timely constructed, then the **City** will suspend issuance of building permits in this **Development** pending compliance with the **Agreement**. In addition, the **City** may recover parks development fees from any property owner or subsequent purchaser in accordance with the Oklahoma City Municipal Code. The **Developer-Provided Private Local Park** must be maintained in a clean and safe condition and in accordance with the Oklahoma City Municipal Code by the (*developer/ homeowners association/ property owner's association*) without cost, expense or charge to the **City**. Should the (*developer/ homeowners association/ property owner's association*) fail to maintain this **Developer-Provided Private Local Park** and any park public infrastructure system, improvements, or amenities therein in a clean and safe condition and in accordance with the Oklahoma City Municipal Code, then each property owner in this **Development** does hereby waive its right to protest or object to the creation of an assessment district and irrevocably agree and consent to the creation by the **City** of an assessment district to fund and finance the current and future operation,

maintenance and repair of the **Developer-Provided Private Local Park** and any public park infrastructure system, improvements, and amenities therein or other substitute infrastructure, improvements or amenities as determined by the Parks and Recreation Director. Provided, however, the **City** does not and will not have any obligation to create an assessment district or to provide funds, labor, equipment or resources for operation or maintenance of the **Developer-Provided Private Local Park**, now or in the future.”

B. The **Developer** will expressly state: (1) this **Agreement**, (2) the obligations and assents as stated in **subparagraph A** above, and (3) the **Developer’s** exercise of this exemption on each preliminary plat, final plat, and any revision to such plats, if any, or the recorded covenant described in subsection A above, to notify property owners and their successors of their obligations and assents. No preliminary plat, final plat, and any revision to such plats, if any, for this **Development** will be approved by the **City** without such notes, covenants, and notices.

5. PARKS DEVELOPMENT FEE RETROACTIVE APPLICATION

Should the **Developer** fail to perform the required actions in this **Agreement** then the local park exemption will not apply and the full parks development fees will be immediately and retroactively due and owing from the **Developer** and/or the surety for all lots in the **Development** at the rate applicable at the time of the certificate of occupancy, and no certificates of occupancy will be issued for the **Development** until all parks development fees due and owing are paid in full.

6. ONLY ADJUSTMENT

The local park exemption, if any, granted hereby shall be the only adjustment provided to the **Developer** or for the **Development**. No other or additional adjustment, refund, or credit will or may be granted, carried over or transferred to that or a different development, a subsequent development, a subsequent change to the **Development**, to the **Developer**, or against a parks development fee for a different system.

7. AMENDMENTS

This **Agreement** may only be amended by written approval of both parties. The **Parks and Recreation Director** is hereby authorized, but not required, to execute amendments to this **Agreement**.

8. INDEPENDENT STATUS

A. The parties hereby acknowledge and agree **Developer** is an independent entity and not an agent or employee of the **City** in performing the duties in this **Agreement**. The parties

do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties.

B. The parties further acknowledge this **Agreement** creates no duty or obligation on the part of the **City** to the **Developer's** successors or assigns or to any person or entity with or subsequently obtaining or attaining any property or property interest in the **Development** under this **Agreement** and none shall be deemed to be created or implied.

9. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

10. NO WAIVER

The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

11. NO ASSIGNMENT WITHOUT CONSENT

The parties agree the **Developer** may not assign this **Agreement**, in whole or in part, without the prior written consent of the **City**, in its sole discretion. The **Parks and Recreation Director** is specifically authorized to approve an assignment of this **Agreement**, upon request of the **Developer** and clear demonstration by the **Developer** that the assignee has the financial ability, experience and performance history to timely perform all the obligations, duties and covenants in this **Agreement**.

12. RECORDATION

The parties hereby agree this **Agreement** provides for the payment of parks development fees and the opportunity for exemption from such fees, but also permits, upon the failure of the **Developer** to timely complete certain duties and obligations, the assessment and collection of parks development fees from any or all property within the **Development** even after transfer of such property. As such this **Agreement** will be filed of record in the county wherein this **Development** is situated as notice to all subsequent purchasers of the potential assessment of parks development fees and assessments.

13. VENUE AND APPLICABLE LAW

Developer and **City** hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this **Agreement** shall be

adjudicated before a court, state or federal, located in Oklahoma County, Oklahoma. In addition, the **Developer** and the **City** each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma County, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The **Developer** irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this **Agreement**, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This **Agreement** shall be construed and enforced in accordance with the laws of the State of Oklahoma.

14. DESCRIPTIVE HEADINGS

The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this **Agreement**.

15. COUNTERPARTS

This **Agreement** may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

16. ENTIRE CONTRACT

This **Agreement** constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Provided, however, nothing in this **Agreement** shall be deemed to waive, revise or modify any duty, obligation or responsibility of the **Developer** under the Oklahoma City Municipal Code, and any supplement or amendment thereto.

17. TIME IS OF ESSENCE

Both the **Developer** and the **City** expressly agree that time is of the essence with respect to this **Agreement**, and the time for performance of each task or duty shall be made a part of the **Agreement** and shall be strictly observed and enforced.

18. NOTICES

Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a

party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To Developer:

Telephone _____
Facsimile _____

To City:

The City of Oklahoma City
Attention: City Clerk
200 North Walker Ave, 2nd Floor
Oklahoma City, Oklahoma 73102
Telephone: (405) 297-2391
Facsimile: (405) 297-3121

and

Oklahoma City Parks and Recreation Department
Attention: Doug Kupper, Director
420 W. Main Street, Second Floor
Oklahoma City, Oklahoma 73102
Telephone: (405) 297-3882
Facsimile: (405) 297-3882

19. EFFECTIVE

This **Agreement** shall become effective upon execution by the **City** or the **Parks and Recreation Director** on behalf of the **City**.

20. NONDISCRIMINATION

In connection with the performance of work and/or services under this **Agreement**, **Developer** agrees as follows:

A. **Developer** shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). **Developer** shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or

recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. **Developer** shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2011.

B. In the event of **Developer's** noncompliance with this nondiscrimination clause, the **City** may declare **Developer** ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by **Developer**.

C. **Developer** agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this **Agreement**.

21. ANTI-COLLUSION

Developer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **Developer** to solicit or secure this **Agreement**. **Developer** further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for **Consultant**, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**.

22. PERFORMANCE BOND

Should **Developer** be required pursuant to the Oklahoma City Municipal Code or this **Agreement** to provide and maintain a performance bond, to ensure completion of the **Developer-Provided Private Local Park** and/or payment of development fees, the bond must be executed by a surety company licensed to do business in the State of Oklahoma; having an "A-" or better rating by A.M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States. The bond must be in a form and format acceptable to the **Parks and Recreation Director**. The bonds shall be in force for the full term of this **Agreement**.

23. TERM

The term of this **Agreement** shall be from its Effective Date until **City** inspection of the completed **Developer-Provided Private Local Park** and the written acknowledgement of the completion of the **Developer-Provided Private Local Park**, as provided in this **Agreement** and the Oklahoma City Municipal Code, by the **Parks and Recreation Director** or by the **City**.

24. CONFLICT

In the event of a conflict between the requirements of the Oklahoma City Municipal Code and this **Agreement**, the parties agree that the Oklahoma City Municipal Code will control.

25. PARKS AND RECREATION DIRECTOR

As used in this **Agreement**, the **Parks and Recreation Director** shall mean the Director of the Oklahoma City Parks and Recreation Department.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

This **Agreement** was approved by the **Developer** this ____ day of _____, 20____.

By _____

Print Name _____

As _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____ by _____ as the _____ of Developer, _____.

Notary Public

My Commission Expires: _____

My Commission No. _____

This **Agreement** was approved by the Parks and Recreation Director as authorized by Oklahoma City Municipal Code Chapter 38, Section 38-1 this ____ day of _____, 20 ____.

By _____

Print Name _____

As _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____ by _____ as the Director of Parks and Recreation Department of the City of Oklahoma City.

Notary Public

My Commission Expires: _____

My Commission No. _____

This **Agreement** was approved by the City of Oklahoma City this ____ day of _____, 20____.

Attest:

City Clerk

Mayor

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____
by _____ as the Mayor of the City of Oklahoma
City.

Notary Public

My Commission Expires: _____

My Commission No. _____

Reviewed for form and legality.

Assistant Municipal Counselor

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**APPENDIX TO AGREEMENT FOR DEVELOPER-PROVIDED PRIVATE LOCAL PARK
(NON-SUBDIVIDED PROPERTY)
(MULTI-FAMILY SINGLE LOT/PROPERTY SINGLE OWNERSHIP DEVELOPMENTS)**

Deferral: This Appendix supersedes any conflicting provisions of the Agreement for Developer-Provided Private Local Park.

1. Development is a single lot (property) with single ownership.
2. Development is several multi-family buildings.
3. Developer purchases building permits for all buildings in the development at one time.
4. Developer pays all streets development fees and non-exempt parks development fees at the time of the purchase of building permits.
5. Developer develops and provides a list and description of developer-provided private park amenities to be constructed in the development.
6. Park Department reviews the list and description of developer-provided private park amenities for ordinance compliance.
7. Developer enters into this Agreement for Developer-Provided Private Local Park (Non-Subdivided Property) with this Appendix ("Agreement").
8. Pursuant to ordinance 38-1, subsection K, the Development Services Director grants a deferral of payment of the remaining parks development fees (less and except if amenities are constructed in accordance with the Agreement) until the time of the issuance of the certificate of occupancy for each building in the development.
9. Pursuant to ordinance 38-1, subsection L and this Agreement, Developer must complete the developer-provided private park amenities in the Agreement before 50% of the certificates of occupancy are issued for 50% of the total number of buildings in the development.
10. If the Developer does not complete the developer-provided private park amenities before the 50% of the certificates of occupancy for the total number of buildings are issued, then no further certificates of occupancy will be issued for the development until the developer has completed the developer-provided private local park amenities pursuant to ordinance 38-1, subsection L (2) and this Agreement.
11. Should Developer provide a park completion assurance, the Developer must provide the developer-provided private park amenities within one year or before 60% of the occupancy permits are issued, whichever comes first, or no further certificates of occupancy will be issued for the development pursuant to ordinance 38-1 (L)(4) and this Agreement.
12. If the Developer fails to construct the developer-provided private park amenities in accordance with the Agreement then the tentative partial park development fee exemption will be void and the remainder of the full parks development fees will be immediately and retroactively due and owing for the entire development at the rate applicable at the time of each certificate of occupancy pursuant to ordinance 38-1(L)(8)(d)(2) and this Agreement. All deferred remaining park development fees will be charged at the set rate at the time the certificate of occupancy is issued.

This **Appendix to Agreement** was approved by the **Developer** this ____ day of _____, 20____.

By _____

Print Name _____

As _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as the _____ of Developer, _____.

Notary Public

My Commission Expires: _____

My Commission No. _____

**ATTACHMENT “A”
DEVELOPMENT
LEGAL DESCRIPTION**

ATTACHMENT "A"
DEVELOPMENT
COPY OF THE PRELIMINARY PLAT
(IF ANY)

ATTACHMENT "B"
DEVELOPER-PROVIDED PRIVATE LOCAL PARK
ESTIMATED CONSTRUCTION COST

For the purposes of establishing the amount of the park completion assurance, the **City** and **Developer** agree the estimated **Developer-Provided Private Local Park** construction cost is _____ dollars (\$ _____) and the park completion assurance will be in the amount of _____ dollars (\$ _____) which is one hundred and fifty (150%) percent of the estimated construction cost of the **Developer-Provided Private Local Park**.

ATTACHMENT "B"
DEVELOPER-PROVIDED PRIVATE LOCAL PARK

CONCEPTUAL PARK PLANS
SHOWING IMPROVEMENTS AND LOCATION MAP
WITHIN PRELIMINARY PLAT

**ATTACHMENT “C”
DEVELOPER-PROVIDED PRIVATE LOCAL PARK AMENITIES LIST**

- Playground Equipment Structures
- Park Shelters or Multiple Pavilions
- Informal Practice Fields or Multiple Open Spaces
- Individual Sitting Areas and Picnic Tables
- Walking Paths
- Clubhouse
- Pool
- Outdoor Fitness Workstations or Exercise Facilities
- Splash Pads or Spray Pool
- Other amenities provided (Requested by the Developer and approved by the Parks and Recreation Director):



Park Impact Fee Review Form

Park Impact Fee Exemption for Developer- Provided Private Local Parks

A developer that is proposing a new development or requesting an existing platted development to qualify for the park impact fee exemption for local parks only, the applicant must comply with the requirements set forth by §38-1 of the City of Oklahoma City Municipal Code as adopted through ORDINANCE NO. 25,374.

(A) Person of Contact's Information

Name: _____

Phone Number: _____ E-mail: _____

Address: _____
STREET APT/SUITE
CITY STATE ZIP CODE

(B) Location

Subdivision/Plat Name: _____

Phase #'s (if applicable): _____

All applicable case #'s: _____

(C) Is the plat or property within the *Existing Local Park Area*?

- Yes Partial No

(D) If the proposed or existing platted development is not within the ½ mile existing local park area (CHAPTER 60), the park impact fee partial exemption can be achieved with a developer-provided local private park adhering improvements to the below listed criteria (see below) and as set forth in the formal AGREEMENT between the developer (or applicant) and the City of Oklahoma City Parks and Recreation Department and CITY ORDINANCE NO. 25,374.

(E) Distance from the private local park to the furthest lot: _____ feet

(F) The cumulative developer-provided private local park space is _____ % of gross plat. Provide: _____ total local park acres of _____ total plat acres.

(G) In addition to the above requirements of items (C) and (D), all developer-provided private local parks must contain at least two (2) of the following park features in order to be eligible for the park impact fee exemption. All features and amenities shall conform to the standards, codes or regulations as described in Oklahoma City Municipal Code §38-1. Indicate below the intended park features and/or neighborhood amenities planned for the proposed development.



Important: All proposed amenities will require the appropriate building permits **prior** to construction. *Contact the City of Oklahoma City Plan Review staff (phone 405-297-2525) about any questions or concerns regarding permitting.*

PLAYGROUND EQUIPMENT STRUCTURES

Minimum Requirements
2 climbers; 4 Swings (2 single axis toddler bucket swings in one bay; 2 single axis belt swings in a separate bay); 2 slides

PARK SHELTERS OR MULTIPLE PAVILIONS

- Shelter (minimum 10 ft. x 10 ft. cover space)
- Structure Materials:
 - Masonry Veneer
 - Finished Metal
 - Natural Preservative Wood
- Concrete Pad
- Roofing Material: composition shingles complying with community covenants and restrictions

INFORMAL PRACTICE FIELDS OR MULTIPLE OPEN SPACES

- Relatively flat areas of open field
- Cannot be areas designed or designated for drainage or detention areas that do not drain within a reasonable time after rainfall events.
- Retention areas or other areas for water retention cannot be considered for informal practiced fields or open spaces.

INDIVIDUAL SITTING AREAS AND PICNIC TABLES

- Benches constructed from:
 - Concrete
 - Coated Metal
 - Other Durable Materials
- Large, family style picnic tables
- Concrete Pad
- Shade Trees

WALKING PATHS

- Minimum 5 feet width
- Minimum ¼ mile length
- Material:
 - Concrete
 - Decomposed Granite
 - Asphalt
- Meets American Disabilities Act (ADA) standards or provides ADA



Park Impact Fee Review Form

Park Impact Fee Exemption for Developer- Provided Private Local Parks

accommodations

- 20% may be permitted to be granular paving [under Parks and Recreation Director's discretion]

OUTDOOR FITNESS WORKSTATIONS OR EXERCISE FACILITIES

Outdoor Fitness Stations

- Organized series of equipment
- Weather resistant structures
- Strategic placement for pre-designed workout regiment
- Shade trees

Exercise Facilities

- Basketball Courts
 - Baseball Fields
 - Soccer Fields

 - Volleyball Courts
 - Other [Director Approval]:
-

POOL

- Facility Location:
 - Indoor
 - Outdoor
- Compliant with City-county Health Department regulations
- Minimum Capacity: 1% of total estimated population of plat (2.55 persons per lot)

SPLASH PAD OR SPRAY POOL

- Little to no standing water
- Compliant with City-County Health Department regulations
- Minimum Capacity: 1% of total estimated population of plat (2.55 persons per lot)

CLUBHOUSE

- Must be regularly available for residents use
- Provides recreation and gathering opportunities such as: social events, neighborhood parties, festivals, neighborhood HOA meetings, etc.

OTHER QUALIFIED AMENITIES

Must qualify as a local park amenity that might be typically found in local City of Oklahoma City parks (Requires Director Approval).

(H) A formal, approved AGREEMENT with the City of Oklahoma City is required for an existing or new development where developer-provided private local park improvements (as listed above) are being proposed for future construction. A template of the agreement can be found on the Oklahoma City Development Services website. No exemption shall be approved for future improvements without an approved agreement.



Park Impact Fee Review Form

Park Impact Fee Exemption for Developer- Provided Private Local Parks

By signing below, the Applicant understands this document only provides a brief summary of the requirements and standards established by §38-1 of the City of Oklahoma City Municipal Code and the requirements set forth by ORDINANCE NO. 25,374 in order to achieve the tentative partial exemption of the Park Impact Fee. The Applicant also understands that the provided amenities, once completed, will need to be inspected by the Oklahoma City Parks and Recreation Department for final approval at a later date.

SIGNED: _____ DATE: _____

Please attach this completed form to the plat or signed agreement and submit to Oklahoma City Development Services.

Please contact the Parks and Recreation Staff regarding any questions for about the above listed items.

Brandon Boydstun (email: brandon.boydstun@okc.gov / phone: 405-297-2945)

Rachel Ware (email: rachel.ware@okc.gov / phone: 405 297-2247)

Subhashini Gamagedara (email: subhashini.gamagedara@okc.gov / phone: 405-297-1670)

MAILING ADDRESS:

Oklahoma City Parks and Recreation Department
Parks Planning
420 W. Main ST, STE 210
Oklahoma City, OK 73102



The City of Oklahoma City
Parks and Recreation Department

INSPECTION REQUEST FORM

Park Impact Fee Exemption for
Developer-Provided Private Local Parks

INSTRUCTIONS

For existing or newly built private local park amenities:

1. Complete form
2. Attach the documents listed in item (D)
3. Submit completed form and attachments to:

RETURN ADDRESS:

Oklahoma City Parks and Recreation Department
Park Planning
420 W. Main St., STE 210
Oklahoma City, OK 73102

ELECTRONIC RETURN (e-mail):

Brandon Boydston - brandon.boystun@okc.gov / Office Phone (405) 297-2945

Rachel Ware - rachel.ware@okc.gov / office phone (405) 297-2247

Subhashini Gamagedara - subhashini.gamagedara@okc.gov / office phone (405) 297 1670

Note: Completed forms and required documents are necessary for inspection scheduling.



INSPECTION REQUEST FORM

Park Impact Fee Exemption for Developer-Provided Private Local Parks

To apply for partial exemption of the Oklahoma City, OK Park Impact Fee Ordinance utilizing existing park improvements, the applicant must complete, submit, and supply with this form the information outlined therein. Once the application and information are received by the OKC Parks and Recreation Department, an inspection of an existing platted development and developer provided homeowners association local park improvements will be conducted to determine if said improvements tentatively qualify for the partial exemption. By applying, the applicant is stating the provided park amenities comply with the design, maintenance, and listed requirements or standards set forth by §38-1 of the City of Oklahoma City Municipal Code as adopted through ORDINANCE NO. 25,374. *A copy of the ordinance can be found on the City of Oklahoma City Development Services webpage.*

(A) Person of Contact's Information

Name: _____

Phone Number: _____ E-mail: _____

Address: _____

STREET

APT/SUITE

CITY

STATE

ZIP CODE

(B) Location

Subdivision/Plat Name: _____

Phase # (if applicable): _____

All applicable case #'s: _____

Cumulative private local park space: _____ total park acres and _____ gross plat acres.

(C) Indicate local park features/amenities to inspect.

To qualify for local park partial exception of the park impact fee, a minimum of two (2) park features/amenities listed below are required to be inspected and meet all standards listed in the Impact Fee Ordinance. If the development listed in item (B) above has more than two (2) existing amenities from the list below, please include all existing amenities that may apply for consideration towards the partial exemption.

- | | |
|---|--|
| <input type="checkbox"/> Playground Equipment Structures | <input type="checkbox"/> Clubhouse |
| <input type="checkbox"/> Park Shelters or Multiple Pavilions | <input type="checkbox"/> Pool |
| <input type="checkbox"/> Informal Practice Fields or Multiple Open Spaces | <input type="checkbox"/> Outdoor Fitness Workstations or Exercise Facilities |
| <input type="checkbox"/> Individual Sitting Areas and Picnic Tables | <input type="checkbox"/> Splash Pad or Spray Pool |
| <input type="checkbox"/> Walking Paths | |

Other amenities provided. (Requesting the Parks and Recreation Director's approval):

(D) Documents to provide:

- Copy of the plat or agreement indicating the HOA/POA obligation to maintaining the park
- Copy of Preliminary Plat and/or any Final Plats (24" x 36")
- Copy of existing or proposed open spaces and park locations within the development
- Scale site plans or concepts showing park improvements, pedestrian access and relation to development
- Manufacturer information on all play equipment, shade structures and site furniture (benches, tables, etc.)
- Copy of FEMA flood areas within the development