City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

City Council Meeting

Tuesday, September 11, 2012

6:30 PM

Municipal Building Council Chambers

City Council

Mayor Cindy Rosenthal
Council Member Roger Gallagher
Council Member Tom Kovach
Council Member Robert Castleberry
Council Member Greg Jungman
Council Member Dave Spaulding
Council Member Jim Griffith
Council Member Linda Lockett
Council Member Chad Williams

1 **Roll Call**

2 **Pledge of Allegiance**

3 GID-1213-22 APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL SPECIAL SESSION (RETREAT) MINUTES OF AUGUST 18, 2012
CITY COUNCIL STUDY SESSION MINUTES OF AUGUST 21, 2012
CITY COUNCIL PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE MINUTES OF AUGUST 22, 2012
CITY COUNCIL SPECIAL SESSION MINUTES OF AUGUST 28, 2012
CITY COUNCIL MINUTES OF AUGUST 28, 2012
NORMAN UTILITIES AUTHORITY MINUTES OF AUGUST 28, 2012
NORMAN MUNICIPAL AUTHORITY MINUTES OF AUGUST 28, 2012
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 28, 2012
HIGH-DENSITY DEVELOPMENT COMMUNITY DIALOGUE MINUTES OF AUGUST 30, 2012

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve the minutes; and, if approved, direct the filing thereof.

ACTION TAKEN: _____

Attachments: August 18 Special Session (Retreat) Minutes
August 21 Study Session Minutes
August 22 CPT Minutes
August 28 Special Session Minutes
August 28 CC Minutes
August 30 High Density Community Dialogue Minutes

4 P-1213-3 PROCLAMATION NO. P-1213-3: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2012, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1213-3 proclaiming the week of September 17 through 23, 2012, as Constitution Week in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Attachments: Constitution Week

5 Consent Docket

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 6 through Item 31 be placed on the consent docket.

ACTION NEEDED: Motion to place Item through Item on the Consent Docket by unanimous vote.

ACTION TAKEN:

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve or acknowledge all items on the Consent Docket subject to any conditions included in the individual action needed by item.

ACTION TAKEN:

6 AP-1213-12 CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

BOARD OF ADJUSTMENT
TERM: 09-11-12 TO 12-22-13: ANDREW SEAMANS, 1407 SPRUCE DRIVE

LIBRARY BOARD
TERM 09-11-12 TO 05-01-14: CARLA KIMBERLING, 6700 EAST LINDSEY STREET

SOCIAL AND VOLUNTARY SERVICES COMMISSION
TERM 09-11-12 TO 12-09-13: CHRIS PORTER, 1216 COUNTRY CLUB DRIVE

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

Attachments: Text File Appointments

7 RPT-1213-8 SUBMISSION OF A FINAL REPORT FROM THE NORMAN ELECTION COMMISSION FOR THE 2012 CITY COUNCIL ELECTION CYCLE.

ACTION NEEDED: Motion to acknowledge receipt of the report; and direct the filing thereof.

ACTION TAKEN: _____

A copy of the complete report is available for review on the City's website as a part of this agenda item as well as the Norman Public Library and the Office of the City Clerk and the executive summary is included in the Agenda Book.

Attachments: Final Report of the Norman Election Commission
General Meetings - Appendix A
Special Meetings - Appendix B-1
Special Meetings - Appendix B-2
Report on Public Financing - Appendix E

8 RPT-1213-10 SUBMISSION OF THE DEVELOPMENT OVERSIGHT COMMITTEE FOR TAX INCREMENT FINANCE (TIF) DISTRICT NO. TWO ANNUAL REPORT THROUGH JUNE 30, 2012.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

Attachments: Text File TIF Annual Report
TIF UNP Annual Report
UNP TIF District Expenditure Summary
UNP TIF Ad Valorem Comparison
UNP TIF Comparison Actual Sales Tax
Minutes August 21, 2012.PDF

9 K-1213-44 CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1213-10, CONTRACT NO. K-1213-44 WITH LYON'S FENCE COMPANY IN THE AMOUNT OF $92,444.93; PERFORMANCE BOND NO. B-1213-11; STATUTORY BOND NO. B-1213-12, MAINTENANCE BOND NO. MB-1213-6, AND RESOLUTION NO. R-1213-23 FOR THE LITTLE AXE PARK BASEBALL FIELD FENCING REPLACEMENT PROJECT

ACTION NEEDED: Motion to accept or reject Request for Proposal No. RFP-1213-10 from Lyon's Fence Company for the Little Axe Park Baseball Field Fencing Replacement Project; and, if accepted, approve Contract No. K-1213-44 in the amount of $92,444.93 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; and adopt Resolution No. R-1213-23.

ACTION TAKEN: _____

Attachments: Text File Lyons Fence Co
Bid Tabulation Little Axe Fencing
Bid Proposal Lyon Fence Company
K-1213-44 Lyons
Perf B-1213-11
Stat B-1213-12
MB-1213-6
R-1213-23

10 GID-1213-19 CONSIDERATION OF THE RETURN OF TRAFFIC IMPACT FEES IN THE AMOUNT OF $12,837.75 IN CONNECTION WITH ROCK CREEK ROAD AND 36TH AVENUE N.W. DEVELOPMENT.

ACTION NEEDED: Motion to approve or reject the return of traffic impact fees in the amount of $12,837.75 in connection with Rock Creek Road And 36th Avenue N.W. Development; and, if approved, direct payment in the amount of $12,837.75 to the developers.

ACTION TAKEN: _____

Attachments: Text File Rock Creek Road 36th
Attachment I
Attachment II
Attachment III
Location Map - Rock Creek and 36th NW.pdf

11 GID-1213-18 CONSIDERATION OF THE RETURN OF TRAFFIC IMPACT FEES IN THE AMOUNT OF $52,360.17 IN CONNECTION WITH WEST TECUMSEH ROAD DEVELOPMENT

ACTION NEEDED: Motion to approve or reject the return of traffic impact fees in the amount of $52,360.17 in connection with West Tecumseh Road Development; and, if approved, direct payment in the amount of $52,360.17 to the developers.

ACTION TAKEN: _____

Attachments: Text File West Tecumseh Road
Attachment 1
Attachment 2
Attachment 3
Attachment 4
Location Map West Tecumseh Road

12 GID-1213-21 CONSIDERATION OF THE RATIFICATION OF THE DECLARATION OF EMERGENCY REPAIRS IN THE AMOUNT OF $26,000 FROM WYNN CONSTRUCTION, INC., TO CLEAN OUT THE CLEAR WELL DAMAGED BY A BROKEN WATER MAIN AT THE WATER TREATMENT PLANT.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject ratification of the declaration of an emergency; and, if approved, direct payment in the amount of $26,000 to Wynn Construction, Inc.

ACTION TAKEN: _____

Attachments: Text File Ratification
Letter and Invoice from Wynn
Line Break - Photos
PR Wynn

13 LL-1213-2 LIMITED LICENSE NO. LL-1213-2: LIMITED LICENSE TO PLACE TWENTY-TWO (22) "GOAL-A-METER" SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE UNITED WAY OF NORMAN.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1213-2 to place twenty-two (22) "goal-a-meter" signs within the public rights-of-way pursuant to a request from the United Way of Norman; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Attachments: Text File Limited License United Way
Letter from United Way
Application United Way
List of Locations United Way
United Way - Thermometers

14 LL-1213-4 LIMITED LICENSE NO. LL-1213-4: LIMITED LICENSE TO PLACE ONE (1) GROUND BANNER AND FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM FRIENDS OF THE NORMAN LIBRARY FOR THE ANNUAL BOOK SALE TO BE HELD OCTOBER 19 THROUGH 22, 2012.

ACTION NEEDED: ACTION NEEDED: Motion to approve or reject Limited License No. LL-1213-4 to place one (1) ground banner and four (4) signs within the public rights-of-way pursuant to a request from Friends of the Norman Library; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Attachments: Text File Limited License Library
Letter from Friends of the Library
Application Friends of the Library
Location Map Friends of the Library
Library Book Sale

15 SC-1213-1 SPECIAL CLAIM NO. SC-1213-1: A CLAIM IN THE AMOUNT OF $2,370.32 SUBMITTED BY MICHAEL GERMANO FOR DAMAGES TO HIS VEHICLE DUE TO AN ACCIDENT WITH A FIRE TRUCK AT 2657 CLASSEN BOULEVARD.

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1213-1; and, if approved, direct payment in the amount of $2,370.32 contingent upon obtaining a Release and Covenant Not to Sue from Michael Germano.

ACTION TAKEN: _____

Attachments: Text File Special Claim
Memo from Clerk
Claim from Germano
Estimate from Reynolds Ford
Police Report

16 K-1213-54 CONTRACT NO. K-1213-54: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND ALAN PLUMMER ASSOCIATES, INC., IN THE AMOUNT OF $27,600 TO PREPARE AN ENGINEERING REPORT FOR RECYCLING OF TREATED WASTEWATER EFFLUENT AT THE YARD WASTE COMPOSTING FACILITY AND AT A PROPOSED TRUCK WASHING FACILITY.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Contract No. K-1213-54 with Alan Plummer Associates, Inc., in the amount of $27,600; and, if accepted authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Text File K-1213-54
K-1213-54
PR Alan Plummer

17 K-1213-55 CONTRACT NO. K-1213-55: A RIGHT-OF-WAY, PUBLIC UTILITY, AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214A(009)AG, JOB NO. 29262(04), FOR THE JENKINS AVENUE AND STINSON STREET TRAFFIC SIGNAL PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-34.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-55 with ODOT; and, if approved, adopt Resolution No. R-1213-34 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Attachments: Text File K-1213-55
Contract K-1213-55.pdf
Location Map - Jenkins & Stinson.pdf

18 K-1213-58 CONTRACT NO. K-1213-58: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214A(009)AG, JOB NO. 29262(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF JENKINS AVENUE AND STINSON STREET AND ADOPTION OF RESOLUTION NO. R-1213-38.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-58 with ODOT; and, if approved, adopt Resolution No. R-1213-38 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Attachments: Text File K-1213-58
Attachment 1.pdf
Contract K-1213-58.pdf
Location Map - Jenkins & Stinson.pdf

19 K-1213-56 CONTRACT NO. K-1213-56: A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214B(005)AG, JOB NO. 28933(04), FOR THE 24TH AVENUE S.E., AND REAGAN ELEMENTARY SCHOOL TRAFFIC SIGNAL PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-35.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-56 with ODOT; and, if approved, adopt Resolution No. R-1213-35 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Attachments: Text File K-1213-56
Contract K-1213-56.pdf
Location Map - 24th SE @ Reagan.pdf

20 K-1213-60 CONTRACT NO. K-1213-60: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214B(005)AG, JOB NO. 28933(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF 24TH AVENUE SE AND REAGAN ELEMENTARY SCHOOL AND ADOPTION OF RESOLUTION NO. R-1213-40.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-60 with ODOT; and, if approved, adopt Resolution No. R-1213-40 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Attachments: Text File K-1213-60
Contract No. K-1213-60.pdf
Location Map - 24th SE @ Reagan.pdf

21 K-1213-69 CONTRACT NO. K-1213-69: A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-114B(302)AG, JOB NO. 29010(04) FOR THE JENKINS AVENUE ROADWAY LIGHTING UPGRADE PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-44.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-69 with ODOT; and, if approved, adopt Resolution No. R-1213-44 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Attachments: Text File K-1213-69
Contract K-1213-69.pdf
Location Map - Jenkins Lighting.pdf

22 K-1213-70 CONTRACT NO. K-1213-70: A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214B(016)AG, JOB NO. 29299(04) FOR THE JENKINS AVENUE AND BROOKS STREET TRAFFIC SIGNAL PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-45.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-70 with ODOT; and, if approved, adopt Resolution No. R-1213-45 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Attachments: Text File K-1213-70
Contract K-1213-70.pdf
Location Map - Jenkins & Brooks.pdf

23 K-1213-59 CONTRACT NO. K-1213-59: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214B(016)AG, JOB NO. 29299(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF JENKINS AVENUE AND BROOKS STREET AND ADOPTION OF RESOLUTION NO. R-1213-39 AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-59 with ODOT; and, if approved, adopt Resolution No. R-1213-39, authorize execution of the contract and resolution; appropriate $20,000 from the Capital Fund Balance (050-0000-253.20-00) to Project No. TR0090, Jenkins Avenue and Brooks Street Signal, Construction (050-9076-431.61-01); and direct payment in the amount of $20,000 to ODOT.

ACTION TAKEN: _____

Attachments: Text File K-1213-59
Attachment No. 1 - Cost Shares.pdf
Attachment No. 2 - Request to Appropriate Funds.pdf
Contract K-1213-59.pdf
Location Map - Jenkins & Brooks.pdf
OU Letter Requesting Funding of Decorative Poles.pdf
Invoice - Jenkins & Brooks.pdf
PR ODOT

24 K-1213-57 CONTRACT NO. K-1213-57: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MEWBOURNE OIL COMPANY FOR DIVISION OF FUTURE PROCEEDS FROM THE SALE OF OIL OR GAS PRODUCED BY AN OIL WELL LOCATED ON REAL PROPERTY OWNED BY THE CITY OF NORMAN AND THE UNIVERSITY OF OKLAHOMA LOCATED AT THE FLEET MAINTENANCE FACILITY AT 1301 DA VINCI STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-57 with Mewbourne Oil Company; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Text File Mewbourne Oil
Division Order with OU
K-1213-57 Division Order with City
Division Order Aerial

25 K-1213-61 CONTRACT NO. K-1213-61: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN OPTIMIST CLUB FOR THE USE OF GRIFFIN AND REAVES PARKS FOR THE FACILITATION OF THE YOUTH BASEBALL AND YOUTH FOOTBALL PROGRAMS FOR THE PARKS AND RECREATION DEPARTMENT AND TERMINATION OF CONTRACT NO. K-1112-51.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-61 with the Norman Optimist Club; and, if approved, authorize the execution thereof and terminate Contract No. K-1112-51.

ACTION TAKEN: TK/JG

Attachments: Text File K-1213-61
Optimist Contract
K-1112-51
Location map Griffin Park

26 K-1213-63 CONTRACT NO. K-1213-63: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE FOOTBALL ACADEMY, INC., FOR THE USE OF GRIFFIN PARK FOOTBALL FIELD NOS. THREE AND FOUR FOR THE FACILITATION OF ADULT FLAG FOOTBALL AND TERMINATION OF CONTRACT NO. K-1112-47.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-63 with the Football Academy, Inc.; and, if approved, authorize the execution thereof and terminate Contract No. K-1112-47.

ACTION TAKEN: _____

Attachments: Text File Football Academy
K-1213-63
K-1112-47

27 K-1213-64 CONTRACT NO. K-1213-64: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SMITH AND LOVELESS, INC., IN THE AMOUNT OF $43,700 FOR THE PURCHASE OF A REPLACEMENT PUMP STATION FOR THE WATER TREATMENT PLANT.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Contract No. K-1213-64 with Smith and Loveless, Inc., in the amount of $43,700; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Text File K-1213-64
Project Cost Estimates.pdf
K-1213-64
PR Smith and Loveless

28 K-1213-71 CONTRACT NO. K-1213-71: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN ARTS COUNCIL, AND CRAIG SWAN IN THE AMOUNT OF $12,000 PROVIDED BY THE ARTS IN PUBLIC PLACES FUND FOR THE PURCHASE OF ARTWORK TO BE PLACED ON THE SIDEWALK WITHIN THE 200-300 BLOCK OF WEST MAIN STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-71 with the Norman Arts Council and Craig Swann; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Text File K-1213-71
K-1213-71
Sun Dial

29 K-1213-72 CONTRACT NO. K-1213-72: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN ARTS COUNCIL, AND JOHNATHAN HILS IN THE AMOUNT OF $12,000 PROVIDED BY THE ARTS IN PUBLIC PLACES FUND FOR THE PURCHASE OF ARTWORK TO BE PLACED ON THE SIDEWALK WITHIN THE 200-300 BLOCK OF WEST MAIN STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-72 with the Norman Arts Council and Johnathan Hils; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Text File K-1213-72
K-1213-72
Silver Lining

30 R-1213-43 RESOLUTION NO. R-1213-43: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $1,230 FROM THE HUMAN RESOURCES REIMBURSEMENT/REFUND ACCOUNT TO REIMBURSE THE HUMAN RESOURCES DEPARTMENT FOR TESTING FEES PAID BY THOSE APPLYING FOR POLICE OFFICER POSITIONS.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-43.

ACTION TAKEN: _____

Attachments: Text File R-1213-43
R-1213-43

31 R-1213-46 RESOLUTION NO. R 1213-46: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $25,000 FROM THE PARK LAND FUND BALANCE TO PAY FOR FINAL COMPONENTS OF THE MONROE PARK IMPROVEMENTS.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-46.

ACTION TAKEN: _____

Attachments: Text File R-1213-46
R-1213-46

Non-Consent Items

32 R-1213-9 RESOLUTION NO. R-1213-9: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1213-1**, SO AS TO PLACE LOTS 1 AND 7, BLOCK 1, AND A PORTION OF COMMON AREA A, GREENWAY PARK ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE OFFICE DESIGNATION AND REMOVE THE SAME FROM THE HIGH DENSITY RESIDENTIAL DESIGNATION. (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD)

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-9, Land Use Plan Amendment No. LUP-1213-1; and, if adopted, amend the NORMAN 2025 Land Use and Transportation Plan according thereto.

ACTION TAKEN: _____

Attachments: Text File R-1213-9 LUP-1213-1
R-1213-9
Par Mar Location Map
Par-Mar 2025 Staff Report
Predevelopment Par Mar
Greenbelt Comments Par Mar
Par-Mar GES
7-12-12 PC Minutes - Par-Mar

33 O-1213-2 ORDINANCE NO. O-1213-2: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO AMEND THE PLANNED UNIT DEVELOPMENT NARRATIVE APPROVED WITH ORDINANCE NO. O-0506-1 SO AS TO CHANGE THE ALLOWED USES FROM OFFICE AND RESIDENTIAL TO OFFICE WITHIN GREENWAY PARK ADDITION, A PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD)

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-2 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-2 upon Final Reading as a whole.

ACTION TAKEN: _____

Attachments: Text File O-1213-2
O-1213-2 Par Mar
Par-Mar Location Map
Greenway Park PUD
GREENWAY PARK ADDITION - PUD Annotated 7-5-12
Par-Mar PUD Amendment Staff Report
7-12-12 PC Minutes - Par-Mar

34 R-1213-25 RESOLUTION NO. R-1213-25: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1213-2**, SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE INSTITUTIONAL DESIGNATION AND REMOVE THE SAME FROM THE LOW DENSITY RESIDENTIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (701 AND 703 EAST EUFAULA STREET)

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-25, Land Use Plan Amendment No. LUP-1213-2; and, if adopted, amend the Norman 2025 Land Use and Transportation Plan Thereto.

ACTION TAKEN: _____

Attachments: Text File R-1213-25
R-1213-25 LUP-1213-2
CCFI 2025Location Map
CCFI 2025 Staff Report
8-9-12 PC Minutes - CCFI

35 O-1213-5 ORDINANCE NO. O-1213-5: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE O-1, OFFICE-INSTITUTIONAL DISTRICT WITH SPECIAL USE FOR A CHILD CARE CENTER, AND REMOVE THE SAME FROM THE R-2, TWO-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH; OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF EUFAULA STREET FROM STEWART AVENUE TO THE FIRST LOT EAST OF CARTER AVENUE AND ON THE SOUTHEAST CORNER OF STEWART AVENUE AND EUFAULA STREET.

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-5 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-5 upon Final Reading as a whole.

ACTION TAKEN: _____

Attachments: Text File O-1213-5
O-1213-5 CCFI Rezone
CCFI Location Map
Staff Report CCFI
CCFI - Immanuel Baptist Letter
Predevelopment CCFI
Greenbelt Comments CCFI
CCFI GES
CCFI Flyer
8-9-12 PC Minutes - CCFI

36 RPT-1213-11 MISCELLANEOUS DISCUSSION - This is an opportunity for citizens to address City Council. Remarks should be directed to the Council as a whole and limited to five minutes or less.

37 **Adjournment**

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: GID-1213-22

File ID:	GID-1213-22	**Type:**	Minutes	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 3	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	09/04/2012
File Name:	Minutes			**Final Action:**	

Title: APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL SPECIAL SESSION (RETREAT) MINUTES OF AUGUST 18, 2012
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NORMAN UTILITIES AUTHORITY MINUTES OF AUGUST 28, 2012
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NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 28, 2012
HIGH-DENSITY DEVELOPMENT COMMUNITY DIALOGUE MINUTES OF AUGUST 30, 2012

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve the minutes; and, if approved, direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 3

Attachments: August 18 Special Session (Retreat) Minutes, August 21 Study Session Minutes, August 22 CPT Minutes, August 28 Special Session Minutes, August 28 CC Minutes, August 30 High Density Community Dialogue Minutes

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

CITY COUNCIL SPECIAL SESSION MEETING MINUTES

August 18, 2012

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session at 8:10 a.m. in the Fire Training Facility on the 18th day of August, 2012, and notice and agenda of the meeting were posted at the Fire Training Facility, Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
ABSENT:	None

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Item 1, being:

PLANNING WORK SESSION REGARDING CITY COUNCIL POLICY AGENDA FOR THE YEAR.

Mayor Rosenthal highlighted 2011-2012 legislative summary of policies and issues identified at Council's 2011 retreat and City Manager Steve Lewis highlighted some of the accomplishments for 2011-2012, as follows:

- Awarded the Fire Station No. 9 construction contract
- Design of Animal Shelter Building Expansion underway
- Successful Charter amendment election to release funds for parks improvements
- Initiated steps in Bullying Prevention Program
- Partnership with Norman Public Schools to develop and construct new Monroe Park
- Project proposals developed for park improvements at Adkins Crossing, Colonial Estates, Colonial Commons, Sunrise, and the Don Cies Brookhaven Parks
- Implemented citywide Proactive Code Enforcement
- Click2gov (online services) for Building Permits installed. It is currently being piloted by staff and field testing by BASCO; target "go live" date is September 5th.
- Building Inspectors Mobile Field Inspection Module/laptop system rollout begins in September
- High Density Development Community Dialogue meetings
- Sign Code amendments for digital signs
- Evaluation of Canadian Trails property
- Opened CNG Fueling Facility
- Developed the 2012 General Obligation Bond Transportation Program/Election
- Completed the West Lindsey Street Widening Conceptual Plan
- Expansion of City owned downtown parking lot and parking fee collection system
- Initiated Strategic Water Supply Plan Update along with citizen stakeholder group
- Issued RFP to engage consulting engineers to complete the Engineering Report for a Northside Wastewater Treatment Plant
- Department of Environmental Quality (DEQ) Water Reuse Rules. Category 1 reuse (indirect potable) rules to be submitted to the Oklahoma Legislature by July 13, 2013. Staff actively participating in development of these regulations.
- Reduced/eliminated alley solid waste collection in five neighborhoods
- Enacted Residential Gray Water regulations
- Design of south Water Reclamation Facility improvements underway
- Selected Comprehensive Customer Service Program for all employees and piloted program
- Implemented recently negotiated Wellness Program for employees and spouses (personal health risk assessments, biometric screening)
- Gallagher Risk Management Services completing workers compensation review
- Provided hazard recognition skills training (using the OSHA 10 hour course format) for all new hires and for divisions that sustain multiple injuries
- Finalized the automated agenda process
- Funded and recruited a new Development Coordinator
- Completed University North Park (UNP) Development Agreement No. 5
- Adopted the Change Order Policy
- City Council Election/Campaign Ordinance amendments
- Formation of Charter Commission
- Board/Commission Appointment process review
- Updated Wrecker Service Policy
- Creation of Norman Economic Development Authority
- Discussion of UNP Architectural Review Standards

Item 1, continued:

Mr. Lewis provided an update on the City's boards and commissions and Councilmember Kovach asked if the update could be provided every six months. Mr. Lewis also provided a budget revenue and expenditure overview.

Councilmembers discussed the 2012-2013 Policy Calendar, which included items previously identified by Council Committees as well as new policy items identified during the session. A total of 35 policy issues were identified and Council was asked to rank their top ten for Council to work on in the coming year. Following is a list of those rankings including carry over issues from 2011 broken down by the Committee scheduled to study each issue:

Business and Community Affairs Committee	**Finance Committee**
Carry-over Issues • Economic Development Advisory Board and Economic Development policy goals • Review of development permit fees • Monitoring customer service processes and improvements • IT Performance Audit *Emerging Issues from the 2012 Retreat* • IT Enhancements • Retail recruitment	*Carry-over Issues* • Room Tax Adjustments • Budget Monitoring • Fleet Services Performance Audit *Emerging Issues from the 2012 Retreat* • Enhanced maintenance program for parks • UNP TIF Refinancing • Maintenance of Facilities; potential sale of properties, rec center collaboration • Review Proactive Code Enforcement staffing
Community Planning and Transportation Committee	**Oversight Committee**
Carry-over Issues • Sidewalk Master Plan • Monitoring regional transit/rail initiatives • Monitor New Downtown Parking Lot • Monitor SWMP action plan implementation • High Density Development • Comprehensive Transportation Plan • Landlord Registration • Way Finding Study Results *Emerging Issues from the 2012 Retreat* • Monitor bond projects • Incentivizing Gray Water infrastructure	*Carry-over Issues* • Urban Chickens & Pygmy Goats • Monitoring of NPD/NPS bullying programs • E-Mail Policy (Updating retention of records as mandated by Council resolution) • Recreation Program Subcontracts *Emerging Issues from the 2012 Retreat* • Phosphate Controls • Cedar Eradication Effort

Policy/issue discussions scheduled for Council study sessions in the coming year are as follows:

Carry-over Issues:
Storm Water Management and Funding
Long Term Water Needs
Curbside Recycling Contract renewal
Public Safety Sales Tax Implementation, Monitoring and Renewal
Corridor Planning – Lindsey and Main Streets
Canadian River Park
Wastewater Financing, Reuse, and Capacity
Emerging Issues from the 2012 Retreat
Council meeting procedures and minutes
Norman Regional Hospital System status
Water Quality Issues
Main Library Facilities

Those projects identified as the highest priority receiving support from five or more Councilmembers were development of storm water management and funding; long term water needs; curbside recycling contract renewal; wastewater financing, reuse, and capacity; enhanced maintenance program for parks; phosphate controls; incentivizing gray water infrastructure; IT enhancements; and Council meeting procedures and minutes.

Council will be looking at the current Curbside Recycling Program and renewal of the current contract. Councilmembers discussed having the City's Sanitation Division bid on the curbside recycling service and look at the possibility of expanding the recycling program to commercial sites and apartment complexes as well as enhancing the cardboard recycling program.

Item 1, continued:

Items submitted for the record

1. City of Norman 2012 Accomplishment/Activities
2. Direction Finder Survey, Executive Summary
3. City Council Planning Retreat Financial Background dated August 18, 2012
4. Distribution of Sales Tax and Property Tax
5. A Legacy for the Next Generation, The Strategic Parks and Recreation Master Plan for Norman Action Plan 2010-2020
6. 2013 Potential Election Dates
7. Memorandum dated August 13, 2012, from Brenda Hall, City Clerk, to Steve Lewis, City Manager, with Robert's Rules Cheat Sheet, Procedure for Handling Main Motions, and How to Accomplish What You Want to do in Meetings
8. City of Norman, Oklahoma, 2011-12 Policy Calendar
9. City Council Committee Ongoing and Future Study Items
10. City of Norman Board and Commission Update
11. Memorandum dated August 16, 2012, from Anthony Francisco, Finance Director, to Steve Lewis, City Manager

Participants in discussion

1. Mr. Steve Lewis, City Manager
2. Ms. Brenda Hall, City Clerk

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Item 2 being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 § 307(B)(1) IN ORDER TO EVALUATE THE CITY MANAGER AS REQUIRED BY SECTION 5(A) OF CONTRACT NO. K-0708-32 AND AS AUTHORIZED BY TITLE 25 § 307(B)(2) TO DISCUSS NEGOTIATIONS REGARDING EMPLOYEES AND REPRESENTATIVES OF EMPLOYEE GROUPS.

Item 2 was not considered due to time constraints.

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ADJOURNMENT

Councilmember Kovach moved that the meeting adjourned, which motion was duly seconded by Councilmember Griffith; and the question being upon adjourning the meeting, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the meeting was adjourned at 12:00 p.m.

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ATTEST:

City Clerk

Mayor

CITY COUNCIL STUDY SESSION

August 21, 2012

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:38 p.m. in the Municipal Building Conference Room on the 21st day of August, 2012, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
ABSENT:	None

Item 1, being:

DISCUSSION REGARDING A PROPOSED RESOLUTION ADOPTING THE APRIL 2012 GREENWAYS MASTER PLAN.

Ms. Susan Connors, Director of Planning and Community Development, said the first draft of the Greenways Master Plan (GMP) was interconnected with the Storm Water Master Plan (SWMP). She said the GMP was reviewed by a sub-committee of the Greenbelt Commission then by the Greenbelt Commission which included public meetings. The Greenbelt Commission approved the plan on February 20, 2012, and the Planning Commission held a public hearing on April 12, 2012. At that public meeting, concerns were raised by the development community regarding the resolution and statements in the plan so the Planning Commission suggested a Study Session be held on May 14, 2012, to further discuss those concerns. At that meeting the Greenbelt Committee was asked to work with the development community to draft a resolution that would satisfy both the Greenbelt Commission, development community, and Staff. Ms. Connors said a resolution was developed and approved by the Planning Commission on July 12, 2012. She said the main portion of the GMP is a policy document that provides a framework for trail design and construction. She said a large portion of information is included in the Appendices, which can be used as guidelines for further implementation of the plan, but the Appendices are not being adopted as part of the plan. She said a great deal of work went into identifying each waterway that flows through the urban and rural areas of Norman.

Ms. Connors described the four sections of the GMP and its three appendices. The four sections include key points about Norman; Introduction and Purpose of the Plan; Guidelines and Designs Standards; and Implementation Strategies. She said key elements of the plan include the types of trails - regional trails; sidewalk trails; neighborhood trails; parkway trails; and nature trails with definitions of where and how they connect in the system. She said the purpose of the plan dates back to the Norman 2020 Land Use and Transportation Plan where citizens identified a desire for trails that was carried forward into the Norman 2025 Land Use and Transportation Plan. She said the GMP goal is to facilitate the movement of citizens in a safe and efficient manner and to allow Norman to be a pedestrian friendly community by linking locations and neighborhoods together.

Guidelines and Design Standards include information on greenway users; possible trail types for Norman; trail design standards – width, surface, access points, and amenities; possible design and construction of pedestrian corridors along roadways; trailheads; recommended amenities – benches, drinking fountains, restroom facilities, maps, etc.; trail material recommendations – asphalt, concrete, natural gravel; and identifies potential future corridors.

Implementation Strategies identify who will possibly implement the plan such as City developers or State and Federal entities through different programs. She said it also identified corridor acquisition/ preservation, funding sources, and maintenance of greenway corridors and trails. She said the plan provides identification and detailed information to proceed in the future with trail location, acquisition and construction as well as guidance of how to begin to identify the framework for a citywide trail system.

Ms. Connors highlighted the Appendices as follows:

- Appendix A – Implementation Guide of Trails and Open Space
- Appendix B – Action Plan for Completion of the Greenways Master Plan
- Appendix C – Summary of Public Input

Ms. Kathryn Walker, Assistant City Attorney, said the resolution adopting the GMP will be on City Council's agenda of August 28, 2012. She said the resolution does not adopt the Appendices, but accepts them as resource material. The resolution does not impose any new regulations, identifies the plan only as a guide for the future, and confirms that the City is guided in its pursuit of trails and green space by the applicable constitutional and statutory provisions. She said adoption of the plan as a guide does not empower the City of Norman, City Staff, City Boards, Commissions, or Committees to enforce any provisions of the resolution or the revised 2012 GMP. Councilmember Gallagher asked if the GMP is only a guidance document, how will it be used, if adopted? Ms. Walker said, if adopted, it will not enact regulations as the plan will just be available if the City wanted to create a new trail or trail system. She said Council will have the ability to look at different sections of a proposed trail and change the location if needed and this will also allow them to work with affected property owners. Mayor Rosenthal said the plan is also a resource to developers who may wish to construct trails and provides guidance on the best location of trails and how to construct them. Ms. Walker said the plan could help developers decide where to position a trail based on where the trail might connect to another trail in the future.

Ms. Walker said the GMP does not require any property owner to donate or otherwise contribute land, property, improvements, or money for any trails(s), greenways, or riparian corridors. She said the City, in its pursuit of trails or other green space, shall at all times be guided by the United States Constitution, the Oklahoma Constitution, and all applicable Oklahoma Statutes.

Mayor Rosenthal acknowledged Ms. Jane Ingels, Chair of the Greenbelt Commission, and Mr. Harold Heiple who worked with Staff on the Greenbelt Commission on final language.

Councilmember Kovach said the plan is an important step for the community. He said there are many parts of Norman that need sidewalks for connection to other neighborhoods. He said he has been to other communities that have trails, sidewalks, and connectivity that are well used, which pays off in a lot of ways such as taking congestion off the road and contributing to a healthy lifestyle. He applauds the direction of the plan and feels it is an aspirational tool that will help guide Norman in the future.

Councilmember Gallagher asked which cities were used as models and Ms. Connors said much of the plan was developed by Halff and Associates for the City of Norman. She said Staff worked on the plan to make it appropriate for Norman, but Staff did not look at other community documents. Councilmember Gallagher asked if Staff looked at any other models regarding costs to construct trails and Ms. Connors said there are dollar figures for each trail piece in Appendix A. Councilmember Gallagher said most of the costs in Appendix A are trails in agriculturally zoned land that is nowhere near a subdivision and he was wondering about costs of new sidewalks, remodeling sidewalks, and amenities as well as man power and maintenance. He asked if Staff was envisioning funding would come from sales tax or General Obligation Bonds and Ms. Connors said Staff and the Greenbelt Commission only considered general funding ideas, nothing specific. Councilmember Gallagher asked if Staff had an idea of how many miles the trail pattern would cover in east Norman versus west Norman as well as total miles and Ms. Connors said she did not have that at this time, but could get the information.

Mayor Rosenthal said she has spent time in Santa Fe, New Mexico, where quite a number of walking trails had been developed that are very accessible in the immediate urban area. She said she does have concerns about overdeveloping nature trails with eight to twelve foot widths with water fountains. She said Santa Fe has relatively narrow trails and people carry their own water. She said the Santa Fe trails wind through neighborhoods and are quite attractive and well used. She said trails are hugely popular and according to Halff and Associates, trails significantly increase property values.

Mr. Evan Dunn, 1014 Missouri Street, said it sounds like the City relied on the Halff and Associates report for much of the program and asked about information on Halff and Associates such as how much experience they have and what models they used. Mayor Rosenthal said they helped with the Parks Master Plan so the City has worked with them prior to the GMP and were very impressed with the firm, especially with their public input process. Mr. Shawn O'Leary, Director of Public Works, said Halff and Associates is an established parks, recreation, trails, greenways consultant firm based in Austin, Texas. He said Halff and Associates worked with PBS&J on Norman's Storm Water Master Plan (SWMP) and the GMP became a sub-part of the SWMP to maximize storm water corridors where trails might be available. He said Halff and Associates considered similar plans in college communities within the Oklahoma football conference.

Councilmember Gallagher said he is familiar with Wichita, Kansas, which has quite an extensive system that links parks and residences. He asked how long it took to develop that system and Mr. O'Leary said, having lived in the area for many years, he knows that Wichita had taken a serious view of greenbelts, trails, and public art. He said the planning probably dates back thirty years and funding came from bond elections and sales tax. He said there was also support from the development community so private funds could have been used as well.

Councilmember Castleberry asked how much the City has invested with Halff and Associates for the GMP and Mr. O'Leary said approximately $100,000.

Items submitted for the record

1. Memorandum dated August 21, 2012, from Susan F. Connors, Director of Planning and Community Development, to Mayor and Members of Council
2. Resolution No. R-1112-119
3. Key Guiding Principles of the Greenway Master Plan accepted by City Council with Resolution No. R-0910-68
4. Resolution No. R-1910-68 with Storm Drainage Master Plan Overview and Storm Drainage Master Plan Priority Study Areas
5. Greenways Master Plan – Concerns Most Frequently Expressed prepared by Jane Ingels, Chair of the Greenbelt Commission
6. Greenbelt Commission minutes of February 20, 2012
7. Norman Planning Commission minutes of April 12, 2012, Norman Planning Commission Study Session minutes of May 17, 2012, and July 12, 2012
8. City of Norman Greenways Master Plan – Greenways into the Future, dated April 2012
9. City of Norman Greenways Master Plan – Appendices – Greenways into the Future, dated April 2012
10. PowerPoint presentation entitled "Greenways Master Plan," dated August 21, 2012

Participants in discussion

1. Ms. Susan Connors, Director of Planning and Community Development
2. Ms. Kathryn Walker, Assistant City Attorney
3. Mr. Evan Dunn, 1014 Missouri Street, asked questions
4. Mr. Shawn O'Leary, Director of Public Works

The meeting adjourned at 6:07 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL
COMMUNITY PLANNING AND TRANSPORTATION
COMMITTEE MINUTES

August 22, 2012

The City Council Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:30 p.m. in the Multi-Purpose Room on the 22nd day of August, 2012, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Gallagher, Jungman, Lockett, and Chairman Griffith
ABSENT:	Councilmember Williams
OTHERS PRESENT:	Mayor Cindy Rosenthal Ms. Susan Atkinson, Planner I Ms. Susan Connors, Planning and Community Development Director Mr. Terry Floyd, Development Coordinator Mr. Steve Lewis, City Manager Ms. Leah Messner, Assistant City Attorney Mr. Shawn O'Leary, Director of Public Works Ms. Karla Chapman, Administrative Technician
OTHER GUESTS PRESENT:	Ms. Jeanette Coker, Citizen Mr. Evan Dunn, Citizen Mr. Doug Myers, OU Parking and Transportation Administrator Ms. Janice Oaks, Progressive Independence Mr. Cody Ponder, CART

DISCUSSION REGARDING HIGH-DENSITY RESIDENTIAL DEVELOPMENT, THE COMMUNITY DIALOGUE MEETINGS, AND FUTURE ACTIVITIES.

Ms. Susan Connors, Director of Planning and Community Development, said the City has had five (5) High-Density Residential Development Dialogue meetings from June 11, 2012, to August 13, 2012, discussing different high-density topics and using facilitators to work with the public to solicit views on each specific topic. She said the final High-Density Residential Development Dialogue is scheduled for August 30, 2012, at the Norman High School Conference Center. Staff has incorporated many of the citizens' ideas and concepts from the previous five (5) high-density dialogues, creating stations for the following four (4) scenarios as follows:

Scenario 1 – The Status Quo
This scenario, which is enabled by current City ordinances, would allow up to three-story walkup buildings on a 10-15 acre lot with amenities provided on site, street landscaping and buildings set back with surface parking only. This approach would not allow density any greater than that which is currently permitted by the Zoning Ordinance would require applicants to maintain conditions and requirements specified in all categories of the Zoning Ordinance, including the consideration of Special Use Permits for off-street parking in all categories that currently allow it, and would continue to require 1.8 parking spaces per residential unit.

Scenario 2 – Allow Mid-to-High-Density Residential Development
This scenario would allow a residential density of up to 60 units per acre generally located along arterial streets. Design guidelines and a design review process would be required and emphasis on compatibility with community character. Maximum building height of 65 feet (5 stories) with a required step back above four (4) stories in urban settings, creating a four story street wall. Taller maximum heights could be allowed in areas outside of Central Norman and would be determined on a case-by-case basis. Ms. Connors stated this particular scenario/development would not be as intense as some of the high-density developments that have been presented recently to Council. The development may decrease number of car trips as more residential developments are located close to shops, restaurants, offices, and community destinations allowing residents to walk rather than drive. Structured parking would be required to be unobtrusively located and architecturally integrated into development. Parking requirements would be one parking space per bedroom. Developments would require a combination of private open space in the form of balconies, patios, interior courtyards, and other space for tenants as well as the construction of public open space such as plazas, seating areas along sidewalks or along walkways in between buildings.

Scenario 3 –Allow High-Density, Mixed-Use Development
This scenario would require mixed-use development, allowing commercial/office uses and residential density of up to 80 units per acre, generally located along arterial streets. Design guidelines and a design review process would be required and emphasis on compatibility with community character and commercial design that activates the streetscape creating an attractive public realm. Maximum street wall height of four (4) stories in urban settings with a maximum allowable height of six (6) stories Taller building heights could be allowed in areas outside of Central Norman and would be determined on a case-by-case basis. Ms. Connors said commercial and/or office units would be located on the first story with residential units located above. Structured parking is unobtrusively located and architecturally integrated into the development. Shared parking between uses is strongly encouraged and parking requirements would be one parking space per bedroom. Developments would require a combination of private open space in the form of balconies, patios, interior courtyards, and other types of open space for tenants as well as the construction of open space along public sidewalks or elsewhere in the public realm would be required.

Scenario 4 – Allow Very High-Density Residential Development
This scenario would create a very high-density residential zoning category allowing up to 100 units per acre, generally located along arterial streets. Design guidelines and a design review process would be required and emphasis on compatibility with community character. Maximum building height would be up to 65 feet (5 stories), but taller building heights could be allowed in areas outside Central Norman and determined on a case-by-case basis. Ms. Connors said this scenario has no limitation on the street wall as to the height; therefore, the five stories can be located at the street wall side. Structured parking would be unobtrusively located and architecturally integrated into development. Parking requirements would be one parking space per bedroom. Developments would require a combination of private open space in the form of balconies, patios, interior courtyards, and other types of open space for tenants as well as the construction of open space along public sidewalks or elsewhere in the public realm would be required. Ms. Connors said Staff has been attempting to gauge how people view design requirements in order to make a development acceptable and this scenario may include "not as intense" design requirements as other scenarios.

Each of the scenario stations will include the following:

- A brief written scenario description
- Graphic depictions of the scenario
- Sample of design guidelines that would apply to the scenario
- Pictures and photos of relevant buildings that might represent the scenario
- Description of assets and liabilities of the scenario
- A board so that the public can post additional comments regarding the scenario

Ms. Connors said she will provide a presentation to citizens at the final High-Density Residential Development Dialogue highlighting the four (4) scenarios in general, explaining how the previous High-Density dialogue processes have been conducted to date, and how the process/exercise will be followed that evening. The exercise will allow participants a lot of flexibility to pick and choose what they can and/or cannot support for each of the scenarios and Staff will give each participant several colored dots and so they can indicate the following for the scenarios/concepts:

- Green = Like and could support
- Red = Dislike and could not support
- Gold = Like entire concept and could support everything

Ms. Connors said Staff envisions the information/public comment(s) gathered from the five (5) high-density public forum topics, including the assets and liabilities for each scenario, and the design guidelines that are currently being developed by Staff will give an indication of what citizens can or cannot accept regarding high-density residential development. Mayor Rosenthal asked if the design standards will be added to each of the four (4) scenarios as another sub-section when Staff has them completed and Ms. Connors said yes.

Staff will collect all the information from the high-density residential development exercise, along with the information/public comment(s) from the four (4) previous high-density residential development dialogues and compile a report for Council, which is anticipated to take approximately one month. Ms. Connors said a future Study Session and/or joint meeting with the Planning Commission can be scheduled in order to discuss the report and to direct Staff how to proceed.

Chairman Griffith asked about the likelihood that some of the scenario concepts could be homogenized. He felt Scenario 4 with five (5) stories and no setbacks would be foreboding at the street front and could be more acceptable and aesthetically pleasing if the setbacks occurred at the second or third story. Chairman Griffith requested integrations of different features of each of the scenarios into the final product/report and Ms. Connors said that is what Staff envisions. Ms. Connors felt each of the scenarios needed to be as specific as possible so that people have a good idea of whether or not they could support and/or like a different idea, concept, asset, and/or liability. She said this process will assist Staff with creating a policy regarding what the community feels about high-density development.

Councilmember Jungman asked what format the final report will be in and Ms. Connors said she was not sure of the exact format at this time but the report will certainly include the descriptions identifying the primary outcome of all the high-density residential development dialogues. Councilmember Jungman felt many citizens are sensitive about height and he has heard many constituents comment that recent proposed buildings/developments are very high. He asked what the report will reflect in terms of how people feel/regard building height and Ms. Connors said the scenario exercise will offer very specific height limit concepts. She said during the exercise people will have the opportunity to either support or not support the height concept as well as offer comments regarding their response. Ms. Connors said Staff will compile the information and comments and report the majority of opinions.

Councilmember Jungman felt some citizens may get hung up on the fact they do not like density and Scenario 1 is the only acceptable scenario to like and/or support because of the height concepts for Scenarios 2, 3, and 4. He said if that situation develops then Staff and Council will have learned nothing about their opinion. Mayor Rosenthal said there is not a lot of variability on the height issue with the way the scenarios are currently set up, because they are all five or six stories. She felt the risk of citizen reaction could be that five and six stories are unacceptable and citizens will choose to only support Scenario 1. Mayor Rosenthal requested Staff tweak Scenario 2, to allow less than five stories. She said in terms of density, the current Mixed-Use Development (MUD) is 30 units and the scenarios jump to 60 units, 80 units, and 100 units. Mayor Rosenthal felt the risk of citizen reaction might be that 30 units jumping to 60 units is not "mid-density" and suggested Staff spread the units out, i.e., 40, 70, and 100 units.

Councilmember Lockett said although 50 to 70 citizens have been in attendance at each of the High-Density Development dialogues, the Norman community as a whole may not be represented. She felt Council needed to remember that decisions regarding high-density developments should represent all of Norman and not just the group(s) who attended the dialogues.

Councilmember Lockett said the first Norman hotel was built in 1950 and it was five stories high. It basically had no setbacks, 76 rooms, shops, a ballroom and restaurant, and for a number of years had University of Oklahoma (OU) classrooms in the basement. Councilmember Jungman said that was a great point and felt the issue may not be so much the total height but rather the *relative* height. He felt high density could be developed to be 12 feet above the neighboring property, i.e., if the neighboring property has a five story building, the high-density development could construct five stories plus 12 feet, likewise if the neighboring property has only a one-story building, then the high-density development could only construct one-story plus 12 feet. Mayor Rosenthal said another point to bear in mind is the proposed proximity of high-density developments to established residential neighborhoods.

Councilmember Jungman said some people believe that high density will reduce car travel while others do not and requested Staff include citizen's thoughts and/or concerns regarding high density versus car travel in the final report. Ms. Connors said the design standards/guidelines that will be listed for each scenario will include height, setbacks, architecture, landscaping, and parking in order to hit all the topics that have already been discussed in the High-Density dialogues. She said the design guidelines will be very specific requirements that should assist people with framing each scenario and will be listed before the assets and liabilities.

Councilmember Lockett asked what cities in Oklahoma have high density and Ms. Connors said currently Oklahoma City and Tulsa have high density and Stillwater is working on it. Councilmember Lockett felt many Oklahomans are still tied to their vehicles and requested Staff research the high-density parking requirements for those three cities. Ms. Connors said Staff is not making the assumption in any of the four scenarios that citizens will give up their vehicles. Chairman Griffith said he would like to see more of a mixed-use concept when and if high-density residential developments are approved so that the community can see a reduction in vehicles and more pedestrian activity such as walking and/or biking. Mayor Rosenthal asked if shared parking spaces would yield a greater efficiency of use and Ms. Connors felt that the community would need to first become familiar with high-density development including walking and/or biking to nearby shops, grocers, restaurants, etc., before this could occur. Ms. Connors said the scenario exercises implore the theory that citizens living in a high-density development would most likely have a car, but may choose to walk more rather than drive their car.

Councilmember Jungman said height information is very important and there are several other points that will need to be included in Staff's report so that Council can understand what the community thinks overall about high density, such as parking spaces per unit and/or bedroom, notification radius, units per acre, separation from R-1 zoning, i.e., same block or what types of streets would allow high density, distinguishing between areas of Norman, and types of durable exterior building materials. He requested Staff set up charts/tables at the August 30th meeting so those in attendance can place a dot reflecting the maximum or minimum they could accept regarding the above-mentioned topics. Councilmember Jungman felt the percentage charts would be a great tool not only for the public but for Council as well when discussing/considering high-density development. He agreed with Councilmember Lockett that Council would also need to weigh in opinions from the public/citizens that were not able to attend the high-density development meetings in order to do what is best for Norman as a whole.

Councilmember Gallagher asked if the four scenarios were created by Staff or from the high-density development meetings and Ms. Connors said both. He felt citizens like their vehicles and said shared parking should be omitted. Councilmember Gallagher said he has heard the University of Oklahoma (OU) has plans to build a high-density apartment and felt the City did not need to get into competition with OU regarding high density. Councilmember Lockett said traditionally that apartments are overbuilt but Council cannot control the developer's economic decisions. Mayor Rosenthal agreed and said it is not Council's place to manage the marketplace, but rather set standards for the building demand. Councilmember Gallagher felt the location for proposed high density should be limited to the downtown area and/or OU area.

Councilmember Jungman said constituents have indicated they prefer the high-density development meetings to be a little less Staff lecture/speaking and more rolling up their sleeves, hands on work. Ms. Connors said the previous high-density meetings were more educational but the August 30th high-density meeting will include more hands on work. She said citizens will have 15 to 20 minutes at each scenario station and Staff has tried to give multiple options for citizens to like and/or dislike so to encourage discussion and opinions at each station. Ms. Connors said there will not be facilitators, but rather Staff at each scenario station to answer questions and help citizens with ideas.

Mr. Steve Lewis, City Manager, said Staff is trying to be responsive to the fact that the citizens want a choice/vote and Staff, as well as those citizens who have attended the high-density meetings, will walk away knowing an overall account regarding high density. Mayor Rosenthal asked if citizens will have the opportunity to give Staff comment sheets on each of the scenarios and Ms. Connors said yes.

Ms. Connors said Staff will send an outline for the August 30th high-density meeting to the CPTC by August 24, 2012. Mr. Lewis said an email will also be sent to all the participants to inform them of the meeting format and what to expect at the August 30th meeting.

Items submitted for the record
1. Handouts highlighting Scenarios 1, 2, 3, and 4, to be discussed at the August 30, 2012, High-Density Development Public Forum

MISCELLANEOUS DISCUSSION.

Mr. Doug Myers, OU Parking and Transportation Administrator, said Cleveland Area Rapid Transit (CART) has been making efforts to increase the ridership on the West Norman Link by advertising in the newspaper and visiting local businesses to inform the employees of the route. He said ridership has increased a little and CART will continue marching forward. Mr. Myers said on July 1, 2012, CART returned Saturday routes and extended hours to the West Norman Link that were previously reduced. Chairman Griffith said he would like to discuss possible routes, specifically in the Ward 6 area, and will schedule a time in the future with Mr. Myers.

Items submitted for the record
1. Cleveland Area Rapid Transit Ridership Totals for the Month of July 2012

The meeting adjourned at 6:24 p.m.

City Clerk

Mayor

CITY COUNCIL SPECIAL SESSION MINUTES

August 28, 2012

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a Special Session in the Conference Room of the Norman Municipal Building at 201 West Gray on the 28th day of August, 2012, at 5:00 p.m. and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
ABSENT:	None

* * * * *

Item 1, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 § 307(B)(1) IN ORDER TO EVALUATE THE CITY MANAGER AS REQUIRED BY SECTION 5(A) OF CONTRACT NO. K-0708-32 AND AS AUTHORIZED BY TITLE 25 § 307(B)(2) TO DISCUSS NEGOTIATIONS REGARDING EMPLOYEES AND REPRESENTATIVES OF EMPLOYEE GROUPS.

Councilmember Kovach moved that the Special Session be adjourned out of and an Executive Session be convened into in order to evaluate the performance of the City Manager as required by Section 5(a) of Contract No. K-0708-32 and to discuss negotiations regarding employees and representatives of employee groups, which motion was duly seconded by Councilmember Griffith; and the question being upon adjourning out of the Special Session and the subsequent convening, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the Special Session adjourned out of; and an Executive Session was convened into in order to evaluate the performance of the City Manager as required by Section 5(a) of Contract No. K-0708-32 and to discuss negotiations regarding employees and representatives of employee groups.

The City Council adjourned into Executive Session at 5:02 p.m. Mr. Steve Lewis, City Manager, was in attendance at the Executive Session.

The Mayor acknowledged the return to open session.

Thereupon, Councilmember Kovach moved that Executive Session be adjourned out of and the Special Session be reconvened, which motion was duly seconded by Councilmember Griffith; and the question being upon adjourning out of Executive Session and upon the subsequent reconvening, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Executive Session adjourned out of; and the Special Session was reconvened at 6:28 p.m.

* * * * *

Item 1, continued:

The Mayor said the evaluation of the performance of the City Manager as required by Section 5(a) of Contract No. K-0708-32 and negotiations regarding employees and representatives of employee groups were discussed in Executive Session. No action was taken and no votes were cast.

* * * * *

ADJOURNMENT

There being no further business, Councilmember Kovach moved that the meeting be adjourned, which motion was duly seconded by Councilmember Griffith; and the question being upon adjournment of the meeting, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the meeting was adjourned at 6:29 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL MINUTES
NORMAN UTILITIES AUTHORITY MINUTES
NORMAN MUNICIPAL AUTHORITY MINUTES
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES

August 28, 2012

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building on the 28th day of August, 2012, at 6:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray and at the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
ABSENT:	None

The Pledge of Allegiance was led by Mayor Rosenthal.

* * * * *

Item 3, being:

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES OF AUGUST 2, 2012
CITY COUNCIL CONFERENCE MINUTES OF AUGUST 14, 2012
CITY COUNCIL MINUTES OF AUGUST 14, 2012
NORMAN UTILITIES AUTHORITY MINUTES OF AUGUST 14, 2012
NORMAN MUNICIPAL AUTHORITY MINUTES OF AUGUST 14, 2012
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 14, 2012
JOINT WARD 2, WARD 3, AND WARD 4 MEETING MINUTES OF AUGUST 16, 2012

Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, Councilmember Griffith moved that the minutes be approved and the filing thereof be directed, which motion was duly seconded by Councilmember Kovach;

Items submitted for the record
1. Text File No. GID-1213-14 dated August 20, 2012, by Brenda Hall, City Clerk
2. City Council Business and Community Affairs minutes of August 2, 2012
3. City Council Conference minutes of August 14, 2012
4. City Council minutes of August 14, 2012
5. Norman Utilities Authority minutes of August 14, 2012
6. Norman Municipal Authority minutes of August 14, 2012
7. Norman Tax Increment Finance Authority minutes of August 14, 2012
8. Joint Ward 2, Ward 3, and Ward 4 meeting minutes of August 16, 2012

Participants in discussion
1. Ms. Brenda Hall, City Clerk

and the question being upon approving the minutes and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the minutes approved; and the filing thereof was directed.

* * * * *

Item 4, being:

ELECTION OF A MAYOR PRO TEM TO FILL THE UNEXPIRED TERM OF FORMER COUNCILMEMBER HAL EZZELL.

Councilmember Kovach moved that a selection process to fill the remaining term of former Mayor Pro Tem Ezzell as adopted by Council when filling the unexpired term of the Ward 3 Representative be adopted, which motion was duly seconded by Councilmember Spaulding;

Items submitted for the record
1. Text File No. AP-1213-11 dated August 13, 2012, by Brenda Hall, City Clerk

and the question being upon adopting a selection process to fill the remaining term of former Mayor Pro Tem Ezzell as adopted by Council when filling the unexpired term of the Ward 3 Representative, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and a selection process to fill the remaining term of former Mayor Pro Tem Ezzell as adopted by Council when filling the unexpired term of the Ward 3 Representative was adopted.

The Mayor opened the floor for nominations.

Councilmember Castleberry nominated Tom Kovach.

The Mayor closed the floor for nominations.

Councilmember Spaulding moved that Councilmember Kovach be elected as Mayor Pro Tem for the remaining term of former Mayor Pro Tem Ezzell, which motion was duly seconded by Councilmember Castleberry; and the question being upon electing Councilmember Kovach as Mayor Pro Tem for the remaining term of former Mayor Pro Tem Ezzell, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Councilmember Kovach was elected as Mayor Pro Tem for the remaining term of former Mayor Pro Tem Ezzell.

* * * * *

Item 5, being:

PRESENTATION OF AN AWARD FOR LAW ENFORCEMENT RE-ACCREDITATION TO THE NORMAN POLICE DEPARTMENT FROM THE OKLAHOMA ASSOCIATION OF CHIEFS OF POLICE.

Councilmember Kovach moved that Law Enforcement Re-Accreditation from the Oklahoma Association of Chiefs of Police to the Norman Police Department be acknowledged, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. GID-1213-12 dated August 10, 2012, by Jim Spearman, Grants Manager
2. Report of Re-Assessment dated July 12, 2012, from Lieutenant Tom Duroy, Re-Assessment Team Leader, to Oklahoma Associations of Chiefs of Police Executive Board, Oklahoma Law Enforcement Agency Accreditation and Professional Standards Program
3. Letter dated August 10, 2012, from Phil Cotten, Acting Executive Director, Oklahoma Association of Chiefs of Police, to Chief Keith L. Humphrey, Norman Police Department

Item 5, continued:

Participants in discussion
1. Mr. Phil Cotten, Acting Executive Director of the Oklahoma Association of Chiefs of Police, recognized Mr. Jim Spearman, Professional Standards Administrator, and Mr. Keith Humphrey, Police Chief
2. Mr. Keith Humphrey, Police Chief

and the question being upon acknowledging Law Enforcement Re-Accreditation from the Oklahoma Association of Chiefs of Police to the Norman Police Department, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Law Enforcement Re-Accreditation from the Oklahoma Association of Chiefs of Police to the Norman Police Department was acknowledged.

* * * * *

Item 6, being:

CONSENT DOCKET

Councilmember Kovach moved that Item 7 through Item 24 excluding Item 23 be placed on the consent docket by unanimous vote, which motion was duly seconded by Councilmember Griffith; and the question being upon the placement on the consent docket by unanimous vote of Item 7 through Item 24 excluding Item 23, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Item 7 through Item 24 excluding Item 23 were placed on the consent docket by unanimous vote.

* * * * *

Item 7, being:

CONSIDERATION OF ORDINANCE NO. O-1213-2 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO AMEND THE PLANNED UNIT DEVELOPMENT NARRATIVE APPROVED WITH ORDINANCE NO. O-0506-1 SO AS TO CHANGE THE ALLOWED USES FROM OFFICE AND RESIDENTIAL TO OFFICE WITHIN GREENWAY PARK ADDITION, A PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD)

Councilmember Kovach moved that Ordinance No. O-1213-2 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. O-1213-2 dated June 12, 2012, by Jane Hudson, Current Planning Manager
2. Ordinance No. O-1213-2
3. Location map
4. Greenway Park Addition, Planned Unit Development Narrative, submitted for approval of revised PUD on June 11, 2012, prepared by Sean Paul Rieger, The Rieger Law Group
5. Staff Report dated July 12, 2012, recommending approval
6. Pertinent excerpts from Planning Commission minutes of July 12, 2012

Item 7, continued:

and the question being upon the Introduction and adoption of Ordinance No. O-1213-2 upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-2 was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 8, being:

CONSIDERATION OF ORDINANCE NO. O-1213-5 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE O-1, OFFICE-INSTITUTIONAL DISTRICT WITH SPECIAL USE FOR A CHILD CARE CENTER, AND REMOVE THE SAME FROM THE R-2, TWO-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH; OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF EUFAULA STREET FROM STEWART AVENUE TO THE FIRST LOT EAST OF CARTER AVENUE AND ON THE SOUTHEAST CORNER OF STEWART AVENUE AND EUFAULA STREET)

Councilmember Kovach moved that Ordinance No. O-1213-5 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1213-5 dated July 17, 2012, by Jane Hudson, Current Planning Manager
2. Ordinance No. O-1213-5
3. Location map
4. Staff Report dated August 9, 2012, recommending approval
5. Letter dated May 31, 2012, from Ken Huddleston, Pastor, Immanuel Baptist Church, to City of Norman Planning Department
6. Predevelopment Summary Case No. PD 12-22 dated June 28, 2012, for Center for Children and Families, Inc., generally located at 701, 702, 703, 706, 711, 715, and 719 East Eufaula; 210 South Cockrel; and 223 South Carter
7. Norman Greenbelt Comments from June 18, 2012
8. Norman Greenbelt Enhancement Statement dated June 2, 2012, for CCFI, Inc., 701, 702, 703, 706, 711, 715, and 719 East Eufaula; 210 South Cockrel; and 223 South Carter
9. Center for Children and Families, Inc., informational flyer
10. Pertinent excerpts from Planning Commission minutes of August 9, 2012

and the question being upon the Introduction and adoption of Ordinance No. O-1213-5 upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-5 was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 9, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JULY 31, 2012, AND DIRECTING THE FILING THEREOF.

Councilmember Kovach moved that receipt of the report be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. RPT-1213-6 dated August 13, 2012, by Anthony Francisco, Director of Finance
2. Finance Director's Investment Report as of July 31, 2012

and the question being upon acknowledging receipt of the report and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and receipt of the report acknowledged; and the filing thereof was directed.

* * * * *

Item 10, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JULY, 2012, AND DIRECTING THE FILING THEREOF.

Councilmember Kovach moved that receipt of the reports be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. RPT-1213-7 dated August 13, 2012, by Carol Coles, Administrative Assistant
2. Monthly Departmental Reports for the month of July, 2012

Participants in discussion
1. Mr. Jud Foster, Director of Parks and Recreation

and the question being upon acknowledging receipt of the reports and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and receipt of the reports acknowledged; and the filing thereof was directed.

* * * * *

Item 11, being:

CONSIDERATION OF THE CITY'S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS' COMPENSATION INSURANCE.

Councilmember Kovach moved that the application be approved, the execution thereof be authorized, and submission of the application to the Workers' Compensation Court Administrator for review and payment in the amount of $1,000 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. RPT-1213-6 dated August 7, 2012, by Clint Mercer, Chief Accountant
2. Letter of transmittal dated August 29, 2012, from Clint Mercer, CPA, Risk Manager, to Richard Fisher, Director of Insurance, Worker's Compensation Court
3. Oklahoma Workers' Compensation Court Employer's Application for Permission to Carry Its Own Risk Without Insurance dated August 1, 2012
4. Form 7, Designation of Service Agent
5. Workplace Safety Plan dated August 10, 2012, from Clint Mercer, CPA, Risk Manager, to Richard Fisher, Director of Insurance, Workers' Compensation Court

and the question being upon approving the application and upon the subsequent authorization and directives, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the application approved; the execution thereof was authorized and submission of the application to the Workers' Compensation Court Administrator for review and payment in the amount of $1,000 were directed.

* * * * *

Item 12, being:

CONSIDERATION AND AWARDING OF BID NO. 1213-11 FOR THE PURCHASE OF FIFTEEN (15) 4 CUBIC YARD FRONT-LOAD REFUSE CONTAINERS; FIFTEEN (15) 6 CUBIC YARD FRONT-LOAD REFUSE CONTAINERS; AND SIXTY-FIVE (65) 8 CUBIC YARD FRONT-LOAD REFUSE CONTAINERS FOR THE SANITATION DIVISION.

Acting as the Norman Municipal Authority, Trustee Kovach moved that all bids meeting specifications be accepted and the bid in the amount of $74,310 be awarded to Roll-Offs USA as the lowest and best bidder meeting specifications, which motion was duly seconded by Trustee Griffith;

Items submitted for the record
1. Text File No. BID-1213-11 dated August 16, 2012, by Scottie Williams, Sanitation Superintendent
2. Bid tabulation dated August 2, 2012, for Commercial Front Load Refuse Containers, 4 cubic yard, 6 cubic yard, and 8 cubic yard

Participants in discussion
1. Mr. Ken Komiske, Director of Utilities
2. Mr. Evan Dunn, 1014 Missouri Street, asked questions

and the question being upon accepting all bids meeting specifications and upon the subsequent awarding of the bid, a vote was taken with the following result:

YEAS:	Trustees Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Chairman Rosenthal
NAYES:	None

The Chairman declared the motion carried and all bids meeting specifications accepted; and the bid in the amount of $74,310 was awarded to Roll-Offs USA as the lowest and best bidder meeting specifications.

* * * * *

Item 13, being:

CONSIDERATION AND AWARDING OF THE BID NO. 1213-18 FOR THE PURCHASE OF LIQUID ALUMINUM SULFATE FOR THE WATER TREATMENT PLANT.

Acting as the Norman Utilities Authority, Trustee Kovach moved that all bids meeting specifications be accepted and the bid in the amount of $293 per dry ton be awarded to General Chemical Performance Products, L.L.C., as the lowest and best bidder meeting specifications, which motion was duly seconded by Trustee Griffith;

Items submitted for the record
1. Text File No. BID-1213-18 dated August 13, 2012, by Chris Mattingly, Water Treatment Plant Superintendent
2. Bid tabulation dated August 9, 2012, for Liquid Aluminum Sulfate

Participants in discussion
1. Mr. Evan Dunn, 1014 Missouri Street, asked questions
2. Mr. Ken Komiske, Director of Utilities

and the question being upon accepting all bids meeting specifications and upon the subsequent awarding of the bid, a vote was taken with the following result:

YEAS:	Trustees Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Chairman Rosenthal
NAYES:	None

The Chairman declared the motion carried and all bids meeting specifications accepted; and the bid in the amount of $293 per dry ton be awarded to General Chemical Performance Products, L.L.C., as the lowest and best bidder meeting specifications.

* * * * *

Item 14, being:

CONSIDERATION AND AWARDING OF BID NO. 1213-20 AND CONTRACT NO. K-1213-47 FOR THE BUILDING A RENOVATION PROJECT, PHASE 2, AND ADOPTION OF RESOLUTION NO. R-1213-33.

Councilmember Kovach moved that all bids meeting specifications be accepted; the bid in the amount of $77,566 be awarded to Sun Construction Services, L.L.C., as the lowest and best bidder meeting specifications; Contract No. K-1213-47 be approved; the Mayor be authorized to execute the contract and to sign Performance Bond No. B-1213-15, Statutory Bond No. B-1213-16, and Maintenance Bond No. MB-1213-10 contingent upon the City Attorney's approval; and Resolution No. R-1213-33 be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-47 dated August 13, 2012, by Scott Sturtz, City Engineer
2. Bid list for Building A Renovation Project
3. Contract No. K-1213-47 with Attachment "A", Phase 2, Overall Building A Renovation Project Scope/Description; and Attachment "B", Contractors List of Unit Prices
4. Resolution No. R-1213-33

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

and the question being upon accepting all bids meeting specifications and upon the subsequent awarding of the bid, approval, authorizations, and adoption, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and all bids meeting specifications accepted; the bid in the amount of $77,566 was awarded to Sun Construction Services, L.L.C., as the lowest and best bidder meeting specifications; Contract No. K-1213-47 was approved; the Mayor was authorized to execute the contract and to sign Performance Bond No. B-1213-15, Statutory Bond No. B-1213-16, and Maintenance Bond No. MB-1213-10 contingent upon the City Attorney's approval; and Resolution No. R-1213-33 was adopted.

* * * * *

Item 15, being:

CONSIDERATION OF AUTHORIZATION TO PAY COSTS NECESSARY TO REFURBISH THE UNDERCARRIAGE OF A TRACK DOZER TO C.L. BOYD IN THE AMOUNT OF $33,877.58 FOR THE STORM WATER DIVISION.

Councilmember Kovach moved that authorization to pay costs necessary to refurbish the undercarriage of a track dozer to C.L. Boyd in the amount of $33,877.58 for the Storm Water Division be approved, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. GID-1213-13 dated August 14, 2012, by Mike White, Fleet Superintendent
2. Quote Summary for refurbishing one dozer undercarriage
3. Service Quote No. 009698 dated June 22, 2012, from Clarence L. Boyd in the amount of $33,877.58

Participants in discussion
1. Mr. Mike White, Fleet Superintendent

and the question being upon approving authorization to pay costs necessary to refurbish the undercarriage of a track dozer to C.L. Boyd in the amount of $33,877.58 for the Storm Water Division, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and authorization to pay costs necessary to refurbish the undercarriage of a track dozer to C.L. Boyd in the amount of $33,877.58 for the Storm Water Division was approved.

* * * * *

Item 16, being:

CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE AND IMPLEMENTATION OF THE MOBILE FIELD INSPECTIONS SOFTWARE FROM SUNGARD PUBLIC SECTOR IN THE AMOUNT OF $73,200 FOR THE PLANNING DEPARTMENT.

Councilmember Kovach moved that authorization for the purchase and implementation of the Mobile Field Inspection Software from Sungard Public Sector in the amount of $73,200 for the Planning Department be approved, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. GID-1213-11 dated August 6, 2012, by Gary Lowe, Information Systems Analyst
2. Information Brochure for Sungard Public Sector
3. Quote dated October 28, 2011, from Sungard Public Sector in the amount of $65,200 adding first year of support/maintenance for a total amount of $73,200
4. Purchase Requisition No. 0000205226 dated August 6, 2012, in the amount of $73,200 to Sungard Public Sector, Inc.

and the question being upon approving authorization for the purchase and implementation of the Mobile Field Inspection Software from Sungard Public Sector in the amount of $73,200 for the Planning Department, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and authorization for the purchase and implementation of the Mobile Field Inspection Software from Sungard Public Sector in the amount of $73,200 for the Planning Department was approved.

* * * * *

Item 17, being:

CONSIDERATION OF PERMANENT WATER LINE EASEMENT NO. E-1213-7 DONATED BY HALLBROOKE CORPORATION FOR THE HIGH PRESSURE PLANE UPGRADE.

Councilmember Kovach moved that Easement No. E-1213-7 be accepted and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. E-1213-7 dated August 16, 2012, by Mark Daniels, Utilities Engineer
2. Easement No. E-1213-7
3. Location map

and the question being upon accepting Easement No. E-1213-7 and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Easement No. E-1213-7 accepted; and the filing thereof with the Cleveland County Clerk was directed.

* * * * *

Item 18, being:

CONSIDERATION OF ACCEPTANCE OF PERMANENT PUBLIC UTILITY EASEMENT NO. E-1213-8 FROM MARTIN-MARIETTA MATERIALS SOUTHWEST, INC., IN THE AMOUNT OF $2,023.04 FOR THE TECUMSEH INTERCEPTOR PROJECT.

Acting as the Norman Utilities Authority and City Council, Councilmember Kovach moved that Easement No. E-1213-8 be accepted, the filing thereof with the Cleveland County Clerk and payment in the amount of $2,023.04 to Martin-Marietta Materials Southwest, Inc. be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. E-1213-8 dated August 9, 2012, by Jim Speck, Capital Projects Engineer
2. Easement No. E-1213-8 with Exhibit "A", legal description, and Exhibit "B", location map
3. Location map

and the question being upon accepting Easement No. E-1213-8 and upon the subsequent directives, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Easement No. E-1213-8 accepted; the filing thereof with the Cleveland County Clerk and payment in the amount of $2,023.04 to Martin-Marietta Materials Southwest, Inc. were directed.

* * * * *

Item 19, being:

CONSIDERATION OF A FINAL PLAT FOR CARRINGTON PLACE ADDITION, SECTION 11, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED ON THE WEST SIDE OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF WEST TECUMSEH ROAD)

Councilmember Kovach moved that the final plat for Carrington Place Addition, Section 11, be approved; the public dedications contained within the plat be accepted; the Mayor be authorized to sign the final plat, subdivision, and maintenance bonds subject to the Development Committee's acceptance of all required public improvements and receipt of a traffic impact fee in the amount of $1,652.49 within ten (10) days and a warranty deed for park land dedication requirements; and the filing of the final plat be directed, which motion was duly seconded by Councilmember Griffith;

Item 19, continued:

Items submitted for the record
1. Text File No. FP-1112-15 dated December 19, 2011, by Ken Danner, Subdivision Manager
2. Location map
3. Final plat
4. Staff Report dated January 12, 2012, recommending approval
5. Revised preliminary plat
6. Pertinent excerpts from Planning Commission minutes of January 12, 2012

and the question being upon approving the final plat and upon the subsequent acceptance, authorization, and directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the final plat approved; the public dedications contained within the plat were accepted; the Mayor was authorized to sign the final plat, subdivision, and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and receipt of a traffic impact fee in the amount of $1,652.49 within ten (10) days and a warranty deed for park land dedication requirements; and the filing of the final plat was directed.

* * * * *

Item 20, being:

SPECIAL CLAIM NO. SC-1213-3: A CLAIM IN THE AMOUNT OF $9,461.63 SUBMITTED BY SHARMISHTA AND PRASAD BYRAGANI FOR COSTS INCURRED DUE TO AN ACCIDENT WITH A POLICE DEPARTMENT VEHICLE NEAR THE INTERSECTION OF LINDSEY STREET AND JENKINS AVENUE.

Councilmember Kovach moved that Special Claim No. SC-1213-3 be approved and payment in the amount of $9,461.63 be directed contingent upon obtaining a Release and Covenant Not to Sue from Sharmishta and Prasad Byragani, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. SC-1213-3 dated July 26, 2012, by Jeanne Snider, Assistant City Attorney
2. Memorandum dated May 25, 2012, from Brenda Hall, City Clerk, to Jeff Bryant, City Attorney, and Keith Humphrey, Police Chief
3. Special Claim No. SC-1213-3 dated February 25, 2012, submitted by Sharmishta Byragani in the amount of $9,461.63
4. Official Oklahoma Traffic Collision Report No. 2012-02650 dated February 25, 2012

and the question being upon approving Special Claim No. SC-1213-3 and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Special Claim No. SC-1213-3 approved; and payment in the amount of $9,461.63 was directed contingent upon obtaining a Release and Covenant Not to Sue from Sharmishta and Prasad Byragani.

* * * * *

Item 21, being:

AMENDMENT NO. ONE TO CONTRACT NO. K-0506-53: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER ENGINEERS, L.L.C., INCREASING THE CONTRACT AMOUNT BY $20,567 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR AN INTERIM WASTEWATER SOLUTION FOR NORTHERN NORMAN, PROJECT 11B, INDUSTRIAL, TECUMSEH, AND VO-TECH INTERCEPTORS.

Acting as the Norman Utilities Authority, Trustee Kovach moved that Amendment No. One to Contract No. K-0506-53 with Garver Engineers, L.L.C., increasing the contract amount by $20,567 be approved, the execution thereof be authorized, and $20,513 be transferred from Project No. WW0302, Industrial Interceptor, Design (322-9048-432.62-01) to Project No. WW0262, Tecumseh Interceptor, Design (322-9048-432.62-01); and $21,195 be transferred from Industrial Interceptor, Construction (323-9048-432.61-01); $448 from Industrial Interceptor, Design (323-9048-432.62-01), and $7,522 from Industrial Interceptor, Land (323-9048-432.60-01) to Project No. WW0262, Tecumseh Interceptor, Design (323-9048-432.62-01), which motion was duly seconded by Trustee Griffith;

Items submitted for the record
1. Text File No. K-0506-53, Amendment No. One, dated August 9, 2012, from Mark Daniels, Utilities Engineer
2. Amendment No. One to Contract No. K-0506-53

and the question being upon approving Amendment No. One to Contract No. K-0506-53 with Garver Engineers, L.L.C., increasing the contract amount by $20,567 and upon the subsequent authorization and transfers, a vote was taken with the following result:

YEAS:	Trustees Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Chairman Rosenthal
NAYES:	None

The Chairman declared the motion carried and Amendment No. One to Contract No. K-0506-53 with Garver Engineers, L.L.C., increasing the contract amount by $20,567 approved; the execution thereof was authorized and $20,513 was transferred from Project No. WW0302, Industrial Interceptor, Design (322-9048-432.62-01) to Project No. WW0262, Tecumseh Interceptor, Design (322-9048-432.62-01) and $21,195 was transferred from Industrial Interceptor, Construction (323-9048-432.61-01); $448 from Industrial Interceptor, Design (323-9048-432.62-01), and $7,522 from Industrial Interceptor, Land (323-9048-432.60-01) to Project No. WW0262, Tecumseh Interceptor, Design (323-9048-432.62-01).

* * * * *

Item 22, being:

CONTRACT NO. K-1213-49: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CROSSROADS YOUTH AND FAMILY CENTER, INC., IN THE AMOUNT OF $285,087 FOR THE OPERATION AND MAINTENANCE OF THE COMMUNITY INTERVENTION CENTER FROM JULY 1, 2012, THROUGH JUNE 30, 2013, AND BUDGET APPROPRIATION.

Councilmember Kovach moved that Contract No. K-1213-49 with Crossroads Young and Family Center, Inc., in the amount of $285,087 for the operation and maintenance of the Community Intervention Center from July 1, 2012, to June 30, 2013, be approved, the execution of the contract be authorized, and $40,000 be appropriated from the General Fund Balance (010-0000-253.20-00) to Professional Services/Other Professional, Legal (010-2220-412.40-99), which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-49 dated August 15, 2012, by Keith Humphrey, Police Chief
2. Contract No. K-1213-49
3. Purchase Order No. 4009018486 dated August 15, 2011, and revised May 4, 2012, from Office of Juvenile Affairs in the amount of $486,966.58 to City of Norman

Item 22, continued:

and the question being upon approving Contract No. K-1213-49 with Crossroads Young and Family Center, Inc., in the amount of $285,087 for the operation and maintenance of the Community Intervention Center from July 1, 2012, to June 30, 2013, and upon the subsequent authorization and appropriation, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-49 with Crossroads Young and Family Center, Inc., in the amount of $285,087 for the operation and maintenance of the Community Intervention Center from July 1, 2012, to June 30, 2013, approved; the execution of the contract was authorized and $40,000 was appropriated from the General Fund Balance (010-0000-253.20-00) to Professional Services/Other Professional, Legal (010-2220-412.40-99).

* * * * *

Item 23, being:

CONTRACT NO. K-1213-61: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN OPTIMIST CLUB FOR THE USE OF GRIFFIN AND REAVES PARKS FOR THE FACILITATION OF THE YOUTH BASEBALL AND YOUTH FOOTBALL PROGRAMS FOR THE PARKS AND RECREATION DEPARTMENT AND TERMINATION OF CONTRACT NO. K-1112-51.

Councilmember Kovach moved that Contract No. K-1213-61 with the Norman Optimist Club be approved, the execution thereof be authorized, and Contract No. K-1112-51 be terminated, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-61 dated August 20, 2012, by Jud Foster, Director of Parks and Recreation
2. Contract No. K-1213-61 with Exhibit A, Responsibilities of Norman Optimist Club at Reaves Park and Exhibit B, Responsibilities of the City of Norman at Reaves Park and Responsibilities of the City of Norman at Griffin Park
3. Contract No. K-1112-51 with Exhibit A, Responsibilities of Norman Optimist Club at Reaves Park and Exhibit B, Responsibilities of the City of Norman at Reaves Park
4. Location maps

Thereupon, Councilmember Castleberry moved that Contract No. K-1213-61 with the Norman Optimist Club be postponed until September 11, 2012, which motion was duly seconded by Councilmember Kovach;

Participants in discussion
1. Mr. Evan Dunn, 1014 Missouri Street, asked questions

and the question being upon postponing Contract No. K-1213-61 with Norman Optimist Club until September 11, 2012, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-61 with the Norman Optimist Club was postponed until September 11, 2012.

* * * * *

Item 24, being:

CONTRACT NO. K-1213-62: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN YOUTH SOCCER ASSOCIATION, INC., FOR THE USE OF GRIFFIN COMMUNITY PARK FOR THE FACILITATION OF THE YOUTH SOCCER PROGRAM FOR THE PARKS AND RECREATION DEPARTMENT AND TERMINATION OF CONTRACT NO. K-0405-127.

Councilmember Kovach moved that Contract No. K-1213-62 with the Norman Youth Soccer Association, Inc., be approved, the execution thereof be authorized, and Contract No. K-0405-127 be terminated, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-62 dated August 20, 2012, by Jud Foster, Director of Parks and Recreation
2. Contract No. K-1213-62
3. Contract No. K-0405-127
4. Amendment No. One to Contract No. K-0405-127
5. Location map

and the question being upon approving Contract No. K-1213-62 with the Norman Youth Soccer Association, Inc., and upon the subsequent authorization and termination, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-62 with the Norman Youth Soccer Association, Inc., approved; the execution thereof was authorized and Contract No. K-0405-127 was terminated.

* * * * *

Item 25, being:

RESOLUTION NO. R-1112-144: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CONDEMNING THE HEREINAFTER-DESCRIBED PREMISES AS A NUISANCE; AND PROVIDING FOR NOTICE AND HEARING THEREOF (GARAGE AT 503 WEST DAWS STREET)

Resolution No. R-1112-144 having been postponed on June 26, 2012, until July 24, 2012; and Councilmember Kovach having moved that Resolution No. R-1112-144 be adopted, which motion was duly seconded by Councilmember Griffith; and Councilmember Kovach having further moved that Resolution No. R-1112-144 be postponed until August 28, 2012, which motion was duly seconded by Councilmember Spaulding;

Items submitted for the record
1. Text File No. R-1112-144 dated June 13, 2012, by Linda Price, Revitalization Manager
2. Resolution No. R-1112-144
3. Summary of 503 West Daws
4. Memorandum dated March 19, 2012, from Keith A. Petillo, Rehabilitation Specialist, to Linda R. Price, Revitalization Manager
5. Photographs of 503 West Daws Street as of June 12, 2012
6. Schedule of Renovation/Repair of burned out detached garage at 503 West Daws Street dated August 20, 2012

Participants in discussion
1. Ms. Linda Price, Revitalization Manager
2. Mr. Thomas Endicott, 503 West Daws Street, property owner
3. Mr. Jeff Bryant, City Attorney

Item 25, continued:

Thereupon, Councilmember Spaulding moved that Section 4 of Resolution No. R-1112-144 be amended as follows:

* * *

§ 4. That the said property owner is hereby given ~~thirty~~ sixty days from this date to wreck and remove said structure from said property, and if said property owner refused to do so, he is hereby notified that the City will cause said structure to be wrecked and removed form said premises and that special tax, as provide by law, shall thereupon be levied against the property to pay said City for the expense of such demolition and removal, less any salvaged residue there-from at public and private sale; and

* * *

which motion was duly seconded by Councilmember Kovach;

Participants in discussion
1. Mr. Jeff Bryant, City Attorney
2. Mr. Thomas Endicott, 503 West Daws Street, property owner

and the question being upon amending Section 4 of Resolution No. R-1112-144 as stated above, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Section 4 of Resolution No. R-1112-144 was amended as stated above.

and the question being upon adopting Resolution No. R-1112-144, as amended, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Resolution No. R-1112-144 was adopted, as amended.

* * * * *

Item 26, being:

ORDINANCE NO. O-1213-1: 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 PLACE PART OF THE SOUTHEAST QUARTER OF THE SECTION 26, TOWNSHIP 9 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND REMOVE THE SAME FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF WEST MAIN STREET APPROXIMATELY 993 FEET WEST OF 24TH AVENUE N.W.)

Ordinance No. O-1213-1 having been Introduced and adopted upon First Reading by title in City Council's meeting of August 14, 2012, Councilmember Kovach moved that Ordinance No. O-1213-1 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Griffith;

Item 26, continued:

Items submitted for the record

1. Text File No. O-1213-1 dated June 12, 2012, by Jane Hudson, Current Planning Manager
2. Ordinance No. O-1213-1
3. Location map
4. Staff Report dated July 12, 2012, recommending approval
5. Preliminary site plan
6. Existing zoning plat
7. Pertinent excerpts from Planning Commission minutes of July 12, 2012

Participants in discussion

1. Mr. Tom McCaleb, SMC Consulting Engineers, 815 West Main Street, Oklahoma City, engineer representing the applicant
2. Ms. Susan Connors, Director of Planning and Community Development
3. Mr. Jim Stanley, 3922 Pine Tree Circle, asked questions

and the question being upon adopting Ordinance No. O-1213-1 upon Second Reading section by section, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-1 was adopted upon Second Reading section by section.

Thereupon, Councilmember Kovach moved that Ordinance No. O-1213-1 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Griffith; and the question being upon adopting Ordinance No. O-1213-1 upon Final Reading as a whole, the roll was called with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-1 was adopted upon Final Reading as a whole.

* * * * *

Item 27, being:

CONSIDERATION OF A PRELIMINARY PLAT FOR MAIN STREET PLACE ADDITION.

Councilmember Williams moved that the preliminary plat for Main Street Place Addition be approved, which motion was duly seconded by Councilmember Kovach;

Items submitted for the record

1. Text File No. PP-1213-1 dated June 12, 2012, by Ken Danner, Subdivision Manager, with Attachment A, traffic capacity
2. Location map
3. Preliminary plat
4. Staff Report dated July 12, 2012, recommending approval
5. Transportation Impacts Form dated July 5, 2012, conducted by David R. Riesland, P.E., Assistant City Traffic Engineer, for Main Street Place Addition
6. Predevelopment Summary Case No. PD-12-18 dated May 24, 2012, for Kunkel Properties, L.L.C., for property located on the north side of Main Street approximately one-fourth mile west of 24th Avenue N.W.
7. Preliminary site plan
8. Greenbelt Commission Comments of May 21, 2012
9. Greenbelt Enhancement Statement dated May 7, 2012, for Kunkel Properties, L.L.C., for property located on the north side of West Main Street approximately one-quarter mile west of 24th Avenue N.W.
10. Pertinent excerpts from Planning Commission minutes of July 12, 2012

Item 27, continued:

and the question being upon approving the preliminary plat for Main Street Place Addition, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the preliminary plat for Main Street Place Addition was approved.

* * * * *

Item 28, being:

RESOLUTION NO. R-1112-119: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE APRIL 2012 GREENWAYS MASTER PLAN.

Councilmember Kovach moved that Resolution No. R-1112-119 be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. R-1112-119 dated March 21, 2012, by Jane Hudson, Current Planning Manager
2. Resolution No. R-1112-119
3. 2012 Greenway Master Plan
4. Key Guiding Principles of the Greenway Master Plan accepted by City Council with Resolution No. R-0910-68
5. Resolution No. R-0910-68 with Exhibit A, Storm Drainage Master Plan Overview and Storm Drainage Master Plan Priority Study Areas
6. Greenways Master Plan, Concerns Most Frequently Expressed and Also Mentioned Concerns, prepared by Jane Ingels, Chair of the Greenbelt Commission
7. Greenbelt Commission minutes of February 20, 2012
8. Pertinent excerpts of Planning Commission minutes of April 12, 2012
9. Planning Commission Study Session minutes of May 17, 2012
10. Pertinent excerpts from Planning Commission minutes of July 12, 2012

Participants in discussion
1. Ms. Susan Connors, Director of Planning and Community Development
2. Ms. Kathryn Walker, Assistant City Attorney
3. Mr. Harold Heiple, 218 East Eufaula, made comments
4. Ms. Jane Engels, Chair of the Greenbelt Commission
5. Mr. Steve Ellis, 633 Reed Avenue, proponent
6. Mr. Bobby Stevens, Post Office Box 6226, asked questions
7. Mr. Jim Stanley, 3922 Pine Tree Circle, asked questions

Thereupon, Councilmember Spaulding moved that Resolution No. R-1112-119 be postponed for thirty days, which motion was duly seconded by Councilmember Gallagher;

Participants in discussion
1. Mr. Jeff Bryant, City Attorney
2. Mr. Harold Heiple, 218 East Eufaula, made comments
3. Mr. Bobby Stevens, Post Office Box 6226, proponent
4. Ms. Ann Gallagher, 1522 East Boyd Street, protestant

Thereupon, Councilmember Spaulding withdrew his motion to postpone Resolution No. R-1112-119 with concurrence of the second;

and the question being upon adopting Resolution No. R-1112-119, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Williams, Mayor Rosenthal
NAYES:	Councilmember Spaulding

The Mayor declared the motion carried and Resolution No. R-1112-119 was adopted.

* * * * *

MISCELLANEOUS DISCUSSION

Site Obstruction at Gray Street and Findlay Avenue. Mr. Evan Dunn, 1014 Missouri Street, reported a site obstruction at the intersection of Gray Street and Findlay Avenue. He said there was a parking lot adjacent to the stop sign on Findlay Avenue and it was very difficult for those traveling southbound to see what was coming from the west because of the size of some of the vehicles in the parking lot. He asked if the City Engineers could possibly look at this issue.

*

Finance Committee Meetings. Mr. Evan Dunn, 1014 Missouri Street, asked why the Finance Committee meetings had been cancelled for the last three months.

Councilmember Castleberry said he had also asked why the Finance Committee had not met in three months and he said he would let the City Manager answer that question.

Mayor Rosenthal said it is not unusual for there not to be a June Finance Committee meeting because June is when the Budget is adopted. She said the July time slot was given over to the Ward Three Candidate interview process and an extensive finance briefing had been incorporated into the recent City Council Retreat. She said Council will definitely be on track now with regular meetings. She said Mr. Anthony Francisco, Director of Finance, keeps very busy with Finance Committee meetings and Budget Retreats which will occupy Council's time extensively beginning in September with five or six more during the course of the next six months.

*

University of Oklahoma and City of Norman Policies. Mr. Evan Dunn, 1014 Missouri Street, said he did not understand why the University and the City do not have mutual representatives to create better harmony between policies and plans.

*

Purchase of Water from Oklahoma City. Mr. Evan Dunn, 1014 Missouri Street, said it was his understanding that the City of Norman was buying water from Oklahoma City prior to the mandatory water rationing and suggested that Staff apply the moratorium prior to the purchase of water. He said he felt the citizens of Norman would rather cut back on their water usage than see their tax dollars go to Oklahoma City.

*

City Bond Election. Mr. Evan Dunn, 1014 Missouri Street, said he voted yes for the bond election but realized the distribution of tax would be paid by property owners, which seemed to be unequal and unfair. He suggested re-evaluating the process because if property owners are going to be the sole source of the funds, maybe there should be some type of election where only property owners would vote. He said it seems to him that property owners are being punitively taken advantage of by non-property owners. He said a sales tax seemed like a fair way to do it.

Ms. Jeanette Coker, 620 East Main Street, said that is called taxation without representation.

Ms. Joy Hampton, The Norman Transcript, 215 East Comanche Street, said for those who wish to follow the Bond Issue results, it is being streamed lived by The Norman Transcript and, at this point, approximately 60% were in favor of it. She said it was important to note that over 50% of this package will be paid for by Federal dollars which comes from gasoline taxes paid for by everyone when they go to the gas pump.

Mr. Bobby Stevens, Post Office Box 6226, said the problem with the Bond Issue was that the east side of Norman does not get many benefits but gets stuck paying for it.

Ms. Cindy Rogers, 633 Reed Avenue, said she was an economics professor and for those interested she would provide a mini-lecture in the back of the room after the meeting about who pays the taxes and where it is applied.

Miscellaneous Discussion, continued:

City Bond Election, continued.
Councilmember Kovach pointed out that the Oklahoma Constitution prohibits excluding certain people from voting on certain things. He said if someone wants to change the tax code in Oklahoma, they would need to contact their Oklahoman Legislator and have a Constitution referendum. He said in a Council Retreat a few years ago, Council insisted on putting extra projects on the east side in the 2010 Bond Election. He said in that Bond Program there was $2.219 million of road paving and construction projects for the east side that provided 80 lane miles of rural roads. He said in the Capital Budget the City budgeted $1.83 million to add an additional 41 miles of rural road paving. He said he knew there is a lot of catching up to do on the east side but Council is paying attention. He said everyone should move forward together. He extended thanks to the Citizens' Committee who had worked so hard on the Bond Election. He said many might not realize that it is against the law for the City to promote a City election but Councilmembers can. The City can only provide information. He said in order to pass anything, a group of citizens work together for a very long time and raise money to get it out to the public. He said on this particular election, a wide range of dedicated citizens raised over $40,000 to print and send mailers. He said he appreciated them and all of his colleagues for supporting this. He said one of the main reasons he ran for Council was to address the Lake McGee problem. He said when he ran for Council for his first term, he used the Latin quote "Carthago Delende Est" or "Carthage Must Be Destroyed". He said at the end of every meeting of the Senate Cato the Elder used this quote to remind everyone of his pet peeve which was Carthage. He said that is why he mentioned Lake McGee every chance he got; so something would be done.

Councilmember Castleberry said it looked like the Bond Issue was going to pass and thanked the voters who voted in favor. He said one of the things that makes Norman more than just a city but a great community, is that when there are issues like this, the community comes together when they recognize a need. He said if Council and Staff clearly articulate why they want to do something and that it is for the good of the entire city, the citizens will support it. He urged Council to think carefully about every issue that costs the citizens more money before going forward, and then when it is brought forward, provide education, and have public dialogue with input from each side of the issue to come up with the best plan.

Mayor Rosenthal said it appears that the Bond Issue will pass and she acknowledged the Community Working Together Committee under the leadership of Charles Hollingsworth, who worked very hard on the bond issue. She also acknowledged Joe Ted Miller and Casey Vinyard, Co-Chairs, and Mike Fowler who was the Treasurer for the campaign. She said they reached out to other citizens all across the community and she deeply appreciates the effort they put into this. She said more importantly, just as the ad suggested on Sunday, when Norman works together, great things can get accomplished. She said now Council needs to work together to realize these plans. She said she wished Mr. Shawn O'Leary, Director of Public Works, was here this evening because there is nobody who has put in more time communicating with the public about what was in the package. She said Mr. O'Leary also has a lot of work to do to help Council realize this package going forward.

*

Legacy Trail. Ms. Cindy Rogers, 633 Reed Avenue, said she had been enjoying Legacy Trail and it was a community asset. She said she wanted more trails like that in Norman.

*

High-Density Dialogue. Ms. Jeanette Coker, 620 East Main Street, said the newspaper had listed the location of the last High-Density Dialogue meeting as City Hall which was incorrect. She wanted everyone to know it was really at Norman High School.

Ms. Joy Hampton, The Norman Transcript, 215 East Comanche Street, said The Norman Transcript Staff had received the updated information from the City of Norman and apologized that Ms. Coker did not know that.

Councilmember Jungman reminded everyone that the final High-Density Dialogue is Thursday, August 30th and hoped it would be well attended.

*

Game Day Parking. Mr. Bobby Stevens, Post Office Box 6226, said there will be a University of Oklahoma football game soon and urged everyone to watch where they park. He said he had talked to City Staff about the parking issues on game days. He said he would like to know how many cars are impounded each game day. He said visitors should be informed if there is a problem where they are parking.

*

Miscellaneous Discussion, continued:

Friends of the Norman Library Annual Book Sale. Councilmember Lockett reminded citizens that the Friends of the Library Annual Book Sale would be held at Norman Public Library on October 19th through October 22nd. She asked citizens to donate books to the Library for the sale.

*

Greenway Master Plan. Councilmember Griffith said no one had mentioned it had taken three years to find a plan that everyone could agree with. He said it was an amazing plan and he was glad it had been passed.

*

God Bless Norman. Councilmember Spaulding said "God Bless Norman."

*

Tonight's Meeting. Councilmember Castleberry said he was very encouraged how efficiently the meeting had gone this evening and how much had been accomplished.

*

Thanks for Support. Councilmember Castleberry said he did not get a chance to thank everyone including his wife and family for their support. He said he had a lot of people ask him why he was applying to be a Ward Three Candidate. He said he did it to try to make a difference. He said presently there are no finance people on Council and he felt that there was a void. He said his grandfather was on the school board in Pauls Valley for over 30 years and his mother told him if he did as good a job as his grandfather did by the end of his term, then it was worth it.

*

Mayor Pro Tem. Councilmember Kovach thanked his colleagues for supporting him as Mayor Pro Tem.

*

121 North Peters Avenue. Mr. Steve Lewis, City Manager, said the Phillips Building at 121 North Peters Avenue is scheduled for demolition on September 4th and should be completed within two days. He said there are currently 104 spaces available in the Downtown Parking Lot and this will provide an additional 43 parking spots.

*

New Interchange at I-35 and Main Street. Mr. Steve Lewis, City Manager, said the City Engineer recently discussed the schedule for the new interchange at I-35 and Main Street with representatives from the Oklahoma Department of Transportation (ODOT). He said there has been a considerable amount of effort made by ODOT to finish the plans for the project so it can go out to bid in September and after that it will go forward to the Transportation Commission. He said possibly by January 2013, citizens will see some progress with this project.

* * * * *

ADJOURNMENT

There being no further business, Councilmember Kovach moved that the meeting be adjourned, which motion was duly seconded by Councilmember Spaulding; and the question being upon adjournment of the meeting, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the meeting was adjourned at 8:48 p.m.

ATTEST:

City Clerk Mayor

HIGH DENSITY DEVELOPMENT COMMUNITY DIALOGUE
MINUTES

August 30, 2012

The City Council of the City of Norman, Cleveland County, State of Oklahoma, attended a High Density Development Community Dialogue hosted by the City of Norman, Planning and Community Development Staff at 6:30 p.m. at the Norman Public Schools Conference Center on the 30th day of August, 2012, and notice of the meeting was posted at the Municipal Building at 201 West Gray and the Norman High School Conference Center at 911 W. Main Street 48 hours prior to the event. The meeting was open to anyone with an interest. Although this meeting was not a regularly scheduled meeting of Council a quorum of Council was present; therefore, a summary of the meeting was recorded as required by the Open Meeting Act.

PRESENT:	Councilmembers Gallagher, Jungman, Lockett, Spaulding, Mayor Rosenthal
ABSENT:	Councilmembers Castleberry, Griffith, Kovach, and Williams

Mr. Bob Thomas, Executive Director, The Xenia Institute, welcomed everyone to the last High Density Development Community Dialogue and thanked all who have participated in this very important discussion. Ms. Susan Connors, Planning and Community Development Director, echoed Mr. Thomas' thank you to those in attendance and highlighted the topics that have been discussed from June 11, 2012, to date. She said tonight's meeting will be the final High Density Development Dialogue meeting and explained the process for the evening.

Staff developed four (4) scenarios that represent distinctly different approaches which the community could utilize in order to address requests for higher density development and two (2) of the four (4) scenarios were created based on public comment received throughout the discussion series. Each participant was given gold, green, and red stickers to place at each of the scenario stations to reflect if they:

- Support the scenario in its entirety - using the gold sticker,
- Agree with, like, and/or support an idea within the scenario - using the green sticker(s), or
- Disagree with, dislike, and/or do not support an idea within the scenario - using the red sticker(s).

The participants also had the opportunity to write specific comments on the four (4) scenarios. Station 5 was a survey station regarding high density in general and participants were again asked to place green or red stickers to reflect if they agreed or disagreed with an idea.

Ms. Connors said Staff will compile all of tonight's information, as well as information gathered at previous discussions, and prepare a final report to be submitted to Council in approximately one (1) month.

Items submitted for the record

1. PowerPoint Presentation entitled "High Density in Norman Session 6, Wrap Up Meeting," dated August 30, 2012
2. High Density Development Community Discussion – Wrap Up Meeting Sign-In Sheet dated August 30, 2012

The meeting adjourned at 8:30 p.m.

ATTEST:

City Clerk

Mayor

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: P-1213-3

File ID:	P-1213-3	**Type:**	Proclamation	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 4	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	09/04/2012
File Name:	P-1213-3 Constitution Week			**Final Action:**	

Title: PROCLAMATION NO. P-1213-3: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2012, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1213-3 proclaiming the week of September 17 through 23, 2012, as Constitution Week in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 4

Attachments: Constitution Week

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File P-1213-3

P-1213-3

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SEPTEMBER 17 THROUGH 23, 2012, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

§ 1. WHEREAS, September 17, 2012, marks the two hundred twenty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

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

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

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

§ 4. Do hereby proclaim September 17 through 23, 2012, as Constitution Week and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties remembering that lost rights may never be regained.

PASSED AND APPROVED this 11th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: AP-1213-12

File ID:	AP-1213-12	**Type:**	Appointment	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 6	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	08/30/2012
File Name:	Appointments			**Final Action:**	

Title: CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

BOARD OF ADJUSTMENT
TERM: 09-11-12 TO 12-22-13: ANDREW SEAMANS, 1407 SPRUCE DRIVE

LIBRARY BOARD
TERM 09-11-12 TO 05-01-14: CARLA KIMBERLING, 6700 EAST LINDSEY STREET

SOCIAL AND VOLUNTARY SERVICES COMMISSION
TERM 09-11-12 TO 12-09-13: CHRIS PORTER, 1216 COUNTRY CLUB DRIVE

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 6

Attachments: Text File Appointments

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File AP-1213-12

body

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Andrew Seamans will replace Jim Ruhl who has resigned, Carla Kimberling will replace Thomas Showman who is no longer eligible to serve, and Chris Porter will replace Peggy Ellis who has resigned.

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: RPT-1213-8

File ID:	RPT-1213-8	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 7	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	08/27/2012
File Name:	Final Election Report			**Final Action:**	

Title: SUBMISSION OF A FINAL REPORT FROM THE NORMAN ELECTION COMMISSION FOR THE 2012 CITY COUNCIL ELECTION CYCLE.

ACTION NEEDED: Motion to acknowledge receipt of the report; and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 7

Attachments: Final Report Norman Election Commission, Final Report Appendices

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1213-8

Body

INFORMATION: In accordance with the requirements of Section 7.5-26(7) of the Code of the City of Norman, the above-described report is due within 90 days after the general election. The report is submitted for City Council's consideration in order that acknowledgment of the receipt of the report may be noted in the minutes as a matter of permanent record.

FINAL REPORT OF THE NORMAN ELECTION COMMISSION (NEC)
2012 MUNICIPAL ELECTION CYCLE
AUGUST 27, 2012

Commission Members:
Ty Hardiman, Chair
Richard Hilbert, Vice-Chair
Robin Allen
Nina Flannery
Elizabeth Windes

I. GENERAL MEETINGS

The 2012 Norman Election Commission met a total of 13 times between January 4, 2012, and August 27, 2012. All meeting dates and times were posted at City Hall and all meetings were open to the public. City Clerk Brenda Hall attended all meetings and Jeff Bryant and Kristina Bell of the City Legal Department attended several others. Appendix "A" includes meeting minutes from all general meetings.

II. SPECIAL MEETINGS

Two additional public meetings were held to address issues beyond the scope of the general meetings:

1. Candidate Orientation Meeting, January 17, 2012.

The NEC invited candidates to an orientation session to explain financial reporting requirements. Chair Hardiman provided an overview of the NEC duties and responsibilities, City Clerk Hall reviewed the Candidate Orientation Manual including report due dates, and City Code Compliance Officer Kelvin Winter provided an overview of political sign regulations. Meeting minutes, the PowerPoint presentation, public service announcement, and Candidate Orientation Manual are included in Appendix "B-1".

2. Joint Meeting of the City Council Oversight Committee and the Norman Election Commission, May 2, 2012.

This meeting was scheduled to discuss issues regarding the population of Cleveland County and the Norman Mayoral Race. During the 2010 Census it was determined that the population of Cleveland County had surpassed 250,000 and there was concern from Chair Hardiman that under state law the population growth could impact the maximum contribution limits during the 2013 Norman Mayoral Election. City Attorney Bryant determined that the Mayoral Race would not be affected until the population of the City of Norman, rather than the county as a whole, exceeds 250,000. Meeting minutes and staff memorandum are included in Appendix "B-2". During miscellaneous discussion Councilmember Kovach initiated a discussion regarding public financing of Council elections and the NEC was asked to prepare a report with further information. See Appendix "E" - "Report on Public Financing for City Council Elections," Section V.

III. CAMPAIGN CONTRIBUTIONS AND EXPENDITURES REPORTS

During the General Meetings, the NEC reviewed the Campaign Contributions and Expenditures Reports filed by candidates and third party groups. The reports consist of two forms: one provided by Norman Election Commission and the other provided by the State of Oklahoma Ethics Commission. The reports were provided in a timely and compliant manner with the following exceptions as:

1. Candidate Andy Stephenson withdrew from the race, but it was too late to prevent his name from appearing on the ballot; therefore, a City report was required. Mr. Stephenson missed the March 23, 2012, filing deadline; however, City Clerk Hall contacted Mr. Stephenson and a report was filed for the record.

2. The Cleveland County GOP Political Action Committee (CCGOP PAC) failed to file a report by the deadline. Following receipt of a complaint, the NEC conducted an investigation, which resulted in the CCGOP PAC providing the appropriate report as well as remitting a $50 fine (additional information is provided under Section IV, Complaints and Investigations). Appendix "C" includes copies of the reports.

IV. COMPLAINTS AND INVESTIGATIONS

The NEC received three complaints during the election cycle.

1. People for the Ethical Treatment of Taxpayers (PETT)

On April 2, 2012, a complaint was filed regarding a mail out entitled, "Strings Attached? You Decide" paid for by PETT. The complaint questioned whether PETT had spent more than $500 on the mail out, which would have triggered the requirement to file Campaign Contributions and Expenditures Reports. While City Clerk Hall was unable to identify or interview a representative from PETT a full investigation was conducted, which determined the mail out likely did not exceed the $500 threshold and thus no report was required. The NEC provided a response letter to the complainant. Appendix "D-1" includes a summary of the investigation, complaint, mailer, and a letter of response.

2. Ethical Treatment of Taxpayers (ETT)

On June 25, 2012, a complaint was filed regarding a mail out entitled, "Sex, Lies, and We Wish We Had A Videotape" paid for by Ethical Treatment of Taxpayers (ETT). Once again, while City Clerk Hall was unable to identify or interview a representative from ETT a full investigation was conducted, which determined that the mail out likely did not exceed the $500 trigger amount and thus no report was required. Appendix "D-2" includes a summary of the investigation, complaint, flyer, and letter of response.

IV. COMPLAINTS AND INVESTIGATIONS, continued:

3. Cleveland County GOP Political Action Committee (CCGOP PAC)

On July 10, 2012, a complaint was filed regarding a mail out entitled, "It's Unanimous" paid for by CC GOP PAC. Portions of the complaint, which were determined to be outside of the scope of the NEC's purview, were submitted to the City Legal Department. An investigation was conducted and a response was provided to the complainant by the NEC for portions of the complaint that fell within the purview of NEC and the City Legal Department responded directly to the complainant on the remaining complaints. Appendix "D-3" includes a summary of the investigation, memorandum from the Legal Department, complaint, mailer, and letters of response.

V. REPORT ON PUBLIC FINANCING FOR CITY COUNCIL ELECTIONS

Upon direction from the City Council Oversight Committee, the Norman Election Commission prepared a report to provide a general summary of the concept of Public Financing for local Council elections. The final report includes an overview of the research, a memorandum from City Legal Staff, summary of City Council elections since 2000, background information from other cities, and sample ordinances. The complete report is included in Appendix E.

FINAL REPORT OF THE
NORMAN ELECTION COMMISSION
2012 MUNICIPAL ELECTION CYCLE

FULL REPORT INCLUDING ATTACHMENTS
ARE ON FILE
IN THE CITY CLERK'S OFFICE AND
THE NORMAN PUBLIC LIBRARY

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: RPT-1213-10

File ID:	RPT-1213-10	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 8	**In Control:**	City Council
Department:	Finance Department	**Cost:**		**File Created:**	08/22/2012
File Name:	TIF District No. 2 Annual Report			**Final Action:**	

Title: SUBMISSION OF THE DEVELOPMENT OVERSIGHT COMMITTEE FOR TAX INCREMENT FINANCE (TIF) DISTRICT NO. TWO ANNUAL REPORT THROUGH JUNE 30, 2012.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 8

Attachments: Text File TIF Annual Report, TIF UNP Annual Report, UNP TIF District Expenditure Summary, UNP TIF Ad Valorem Comparison, UNP TIF Comparison Actual Sales Tax, Minutes August 21, 2012.PDF

Project Manager: Clint Mercer, Chief Accountant

Entered by: clint.mercer@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1213-10

Body

BACKGROUND: On April 10, 2007, the City Council approved Resolution No. R-0607-95 establishing a Development Oversight Committee for Tax Increment Finance (TIF) District Number Two. The purpose of this University North Park (UNP) TIF Oversight Committee is to "oversee the implementation of the Project Plan (Ordinance No. O-0506-66) on behalf of the City Council by making recommendations regarding (1) use of revenues and expenditures other than traffic, roadway and utility improvements; (2) material modifications of the Project Plan; and (3) material changes in the Design Guidelines". The Oversight Committee is also directed by the UNP TIF Master Operating and Development Agreement (Contract No. K-0607-44) "prior to any authorization for expenditures

by the City for costs other than Initial Project Activity Costs to evaluate whether the proposed expenditures are consistent with the Project Plan and shall report its determination to the City Council."

DISCUSSION: The UNP TIF Oversight Committee (Committee) met periodically throughout fiscal year 2012 and reviewed the Council/NTIFA actions related to the expenditure of the authorized funds. The last annual report approved by the Committee covered a period ending August 31, 2011. The attached annual report covers the period September 1, 2011 to June 30, 2012.

RECOMMENDATION: It is recommended that the Council/NTIFA accept the UNP TIF Oversight Committee's Annual Report for the period September 1, 2011 to June 30, 2012.

THE CITY OF NORMAN
TIF #2 OVERSIGHT COMMITTEE
(UNIVERSITY NORTH PARK TIF)
ANNUAL REPORT
FOR THE PERIOD SEPTEMBER 1, 2011-JUNE 30, 2012

The City of Norman Tax Increment Finance District (TIF) Number Two Oversight Committee (University North Park TIF) ("Oversight Committee") was established by the City Council on April 10, 2007 to "oversee the implementation of the Project Plan on behalf of the City Council...shall make recommendations on (1) the use of revenues and expenditures other than traffic, roadway, and utility improvements; (2) material modifications of the master plan; and (3) material changes in the design guidelines." There are nine committee members, with terms expiring as follows:

Ted Smith, April 10, 2013
Harold Haralson, April 10, 2013
Heath Hans, April 10, 2013
Robert Castleberry, April 10, 2014
Fred Walden, April 10, 2014
Michael Givel, April 10, 2014
O. Gail Poole, April 10, 2015
Dr. Joe Siano, April 10, 2015
Janese Shepard, April 10, 2015

The Oversight Committee will continue in existence until the Project Plan is complete.

The Project Plan (adopted May 23, 2006; Ordinance O-0506-66), as amended (August 26, 2008; Ordinance O-0809-8), establishes the following project categories and estimated costs:

1. a. Traffic and Roadway Improvements	10,500,000
b. Legacy Park	7,500,000
c. Engineering, Legal & Other Professional Fees	1,750,000
d. Contingency	1,975,000
2. a. Conference Center & Cultural Facilities	7,500,000
b. Contingency	750,000
3. a. Rock Creek Overpass of I-35	7,500,000
b. Contingency	750,000
4. a. Lifestyle Center	7,500,000
b. Contingency	750,000
5. a. Economic Development	7,500,000
b. Contingency	750,000
Total Project Costs	**54,725,000**

The Oversight Committee has been reviewing documents and meeting since May 2007. Significant items discussed and reviewed over the reporting period include the following:

UNP Debt Financing

The current financing in place is a $14,560,000 Tax Increment Revenue Note that was approved by the Trustees of the Norman Tax Increment Finance Authority (NTIFA) on June 23, 2009 (Resolution R-0809-161). The City drew $785,699 on the loan and paid $400,000 in principal and $207,722 in interest during FYE 2012. The outstanding balance of the loan is $6,175,153 as of June 30, 2012.

I-35/Robinson Interchange

The I-35/Robinson Interchange (northeast quadrant) was the major TIF project under construction during this reporting period. The project will significantly improve access to the University North Park area by widening Interstate on and off-ramps, increasing turning radius, and extending the I-35 Frontage Road south from Mount Williams Drive to a new intersection with Robinson Street. The projected cost of this roadway improvement included in Development Agreement Number 1 was $1,740,000. The updated cost estimate in 2011 was $2,760,000. TIF funds will be used to pay the City's portion of the costs for engineering design, utility relocations and a share of construction costs. City of Norman Engineering Division staff was able to obtain federal matching funds of $1,002,000 to pay for portions of the construction costs, which will allow the project to be completed using the same amount of TIF funding as contemplated in the 2006 estimate. The NTIFA entered into an agreement with the Oklahoma Department of Transportation by approval of contract K-1112-89 on November 12, 2011 for ODOT to administer the construction of the interchange improvements. The Oversight Committee received a status update on the project during the June 19, 2012 meeting, noting that the project is scheduled for completion by August 1, 2012.

Development Agreement #5

University North Park Tax Increment Finance District Development Agreement Number Five (DA#5, Contract K-1112-125) was adopted by the Norman Tax Increment Finance Authority/City Council on May 8, 2012 after more than two years of negotiations between the City and UNP Developers. Issues central to the negotiations include the donation of land by the Developer for the site of Legacy Park, originally required under Development Agreement Number Three; development performance requirements, known as "Claw back Provisions"; funding for the Developer's maintenance responsibilities of Legacy Park and Legacy Trail; and parking for Legacy Park. The Committee heard multiple presentations regarding Development Agreement #5 throughout the fiscal year as the agreement was being negotiated between the NTIFA and the Developer.

Committee Members expressed concern about the delayed land donation for Legacy Park. Committee Members believed that the Developer should be held to the land donation requirement established in DA#3. Committee Members received explanations about the legal remedies that would be available to the City of Norman for the

Developer's failure to specifically perform the land donation requirement. Committee Members were generally agreeable to negotiating alterations to the Claw back Provisions in the various Development Agreements if the progress and maintenance of Legacy Park would result from the alterations. In particular, the Committee agreed by majority opinion that the square footage of the proposed Crest Foods grocery store could be counted towards the square footage required for development of the Lifestyle or "Village" Center, by the established deadline of 2016[1]. The Committee Members expressed opinions, however, that the deadline for Village Center development should not be extended beyond the 2016 deadline, as requested by the Developer, until the established deadline was closer.

The Committee was informed of various alternatives negotiated with the Developer to pay for the future maintenance of Legacy Park. Under the terms of DA#3, the Developer is required to provide ongoing routine maintenance of the Park and Legacy Trail, including minor maintenance and cleaning, planting, mowing and weed removal. The City of Norman is responsible for major maintenance (replacement of pumps and other fixtures, roofs, etc.), electric and water utility payments, and for providing an Endowment Fund of $900,000 in the form of Development Assistance, to the Developer. The concept in DA#3 was that investment returns on the City's endowment would provide funding for the level of maintenance that would be provided by the City of Norman in other City parks, while the Developer would provide funding for the higher level of maintenance that is desired in Legacy Park, to be provided by contracts with third-party landscape maintenance providers. The Developer sought relief from their financial obligation of maintaining Legacy Park and Legacy Trail. Some TIF Oversight Committee Members favored a proposal of the City of Norman taking over the maintenance responsibilities for Legacy Park; some Committee Members opposed this option.

Negotiations with the Developer included alternative methods of funding the maintenance responsibilities for Legacy Park. The proposal that was finally included in DA#5 is for the formation of a Special Assessment District (Business Improvement District or B.I.D.) which would charge property owners within University North Park a pro-rata share of the Legacy Park and Trail maintenance cost, based on their property value. DA#5 sets a UNP maintenance budget of $200,000 per year for the B.I.D. The UNP TIF's $900,000 contribution, originally planned to fund the $900,000 maintenance endowment contemplated by DA#3, will be made in the form of paying the B.I.D. $200,000 in the first year after the opening of Legacy Park and a declining amount each year thereafter ($175,000 in the second year; $150,000 in the third year, etc.), with the B.I.D. contributing a greater amount each year until the B.I.D. provides full funding for Park and Trail maintenance beginning in year 9 and continuing thereafter. As additional property is developed over the life of the B.I.D., the proportionate share of the

[1] The UNP TIF Master Operating and Development Agreement (contract K-0607-44) and Development Agreement Number 3 (contract K-0708-76) required the Developer to build at least 250,000 square feet of retail space within the Lifestyle Center by January 1, 2016 or repay Legacy Park construction costs, estimated to be $4,350,000 to the City of Norman and forfeit a TIF-funded contribution to the Legacy Park Maintenance Endowment, estimated to be $900,000. In addition, the Developer was required to pay an additional penalty of $2,300,000 associated with the estimated construction cost of the I-35 frontage road on the west side of University North Park.

maintenance cost to any one property owner within the B.I.D. will decrease. The Oversight Committee endorses this concept for funding the maintenance of Legacy Park.

Another point of negotiation between the City of Norman and the UNP Developer related to the provision of parking adjoining Legacy Park. The Developer was concerned that users of the Park, particularly for special events and festivals, could demand large amounts of parking space, which could negatively impact on parking for restaurants and other retailers planned to overlook the Legacy Park water feature and other UNP businesses. The Committee was briefed on an optional proposal to add parking areas to the existing Stormwater detention area just north of Legacy Park.

UNP TIF Master Lighting Plan

The NTIFA approved a contract with Traffic Engineering Consultants, Inc. on June 26, 2012 to provide a Master Lighting Plan for the District. Goals of the plan include 1) identification of funding strategy and priorities, 2) establishment of implementation time table for areas not currently complete, 3) coordination between public and private lighting, 4) adopt light fixture and pole standards, 5) provide lighting plan in accordance with applicable standards and 6) provide lighting design for Interstate Drive, Conference Drive, Mount Williams Drive and Legacy Trail. The Committee received a briefing on the scope of the UNP Lighting Plan, which only covers lighting on public roadways, and an explanation of the relationship between the UNP Master Lighting Plan and the City of Norman's Commercial Lighting Ordinance.

Legacy Park

The Committee has reviewed and endorsed plans for the development of Legacy Park since the inception of the UNP TIF District. The Committee has encouraged the completion of Legacy Park, and the portions of Legacy Trail that traverse the University North Park area (Legacy Trail proceeds north on the east side of 24th Avenue NW from Robinson to Rock Creek Road, and crosses the Rock Creek Overpass westbound). Committee Members are excited that progress is being made toward construction of Legacy Park. Committee Members encourage the designer of the Project to present updated plans for the Project at a future Oversight Committee meeting. Members have particular concern with the placement and availability of pedestrian and bicycle trails within the Park, placement of public art within the Park, and its close proximity to I-35 which could negatively impact the sound quality at future concerts in the Park.

Financial Updates

During each meeting, the Oversight Committee received updates on TIF District activities as they developed during the past reporting period. Attached to this report is financial information comparing the original projections of the Developer to the actual revenues. Collections for the first four months of calendar year 2012 were $1,857,762.

Summary

Summarized information on collections and expenditures from the UNP TIF are attached.

The Oversight Committee is excited to see movement on making Legacy Park a reality via execution of Development Agreement #5. The Committee is also pleased with progress on the I-35/Robinson Interchange that should help to alleviate traffic congestion on and off Robinson Street and with the extension of the I-35 Frontage Road, which will improve vehicular circulation within University North Park.

UNIVERSITY NORTH PARK
TAX INCREMENT FINANCE DISTRICT
EXPENDITURE SUMMARY VS. PROJECT PLAN BUDGET
As Of June 30, 2012

Expenditure Category	BUDGET	FYE 2007	FYE 2008	FYE 2009	FYE 2010	FYE 2011	FYE 2012	TOTAL	BALANCE
Traffic/Road Improvements	$ 10,500,000	343,807	816,159	780,485	77,106	1,118,991	2,165,823	5,302,372	$ 5,197,628
Legacy Park	$ 7,500,000		24,250	189,117	50,771	-	-	264,138	$ 7,235,862
Engr/Legal/Prof	$ 1,750,000	144,266		566,683	112,487	153,061	211,590	1,188,087	$ 561,913
Contingency	$ 1,975,000							-	$ 1,975,000
Conference/Cultural Facilities	$ 7,500,000							-	$ 7,500,000
Contingency	$ 750,000							-	$ 750,000
Rock Creek Overpass	$ 7,500,000			4,282,377	1,361,241	12,417	4,800	5,660,835	$ 1,839,165
Contingency	$ 750,000							-	$ 750,000
Lifestyle Center Incentive	$ 7,500,000							-	$ 7,500,000
Contingency	$ 750,000							-	$ 750,000
Economic Development	$ 7,500,000					187,771	116,016	303,787	$ 7,196,213
Contingency	$ 750,000							-	$ 750,000
TOTAL	$ 54,725,000	$ 488,073	$ 840,409	$ 5,818,662	$ 1,601,605	$ 1,472,240	$ 2,498,229	$ 12,719,219	$ 42,005,781
Loan Principal Repayments		$ -	$ -	$ -	$ -	$ -	$ 400,000	$ 400,000	

Norman TIF District No. 2
(University North Park Project)
Comparison of Projected with Actual Ad Valorem Tax Receipts

*Year construction was completed	Year payments were received	Ad valorem generated in the TIF			Ad valorem generated in the TIF going to Taxing jurisdictions			Ad Valorem Tax Increment Revenues to pay Project Costs		
		Projected in 2006	Actual	Variance	Projected in 2006	Actual	Variance	Projected in 2006	Actual	Variance
2006	2008	$288,842	$174,582	($114,260)	$144,421	$87,292	($57,129)	$144,421	$87,292	($57,129)
2007	2009	$818,899	$600,733	($218,166)	$409,450	$295,116	($114,333)	$409,450	$295,116	($114,333)
2008	2010	$843,466	$1,356,391	$512,925	$421,733	$678,196	$256,463	$421,733	$678,196	$256,463
2009	2011	$868,770	$1,568,597	$699,827	$434,385	$783,679	$349,294	$434,385	$783,679	$349,294
2010	2012	$1,621,408	$1,530,651	($90,757)	$810,704	$770,412	($40,292)	$810,704	$770,412	($40,292)
Total thru 2010		**$4,441,385**	**$5,230,954**	**$789,569**	**$2,220,693**	**$2,614,695**	**$394,003**	**$2,220,693**	**$2,614,695**	**$394,003**
2011		$1,670,050			$835,025			$835,025		
2012		$2,094,419			$1,047,210			$1,047,210		
2013		$2,951,200			$1,475,600			$1,475,600		
2014		$3,509,324			$1,754,662			$1,754,662		
2015		$3,614,604			$1,807,302			$1,807,302		
2016		$5,077,370			$2,538,685			$2,538,685		
2017		$5,308,944			$2,654,472			$2,654,472		
2018		$5,468,212			$2,734,106			$2,734,106		
2019		$5,632,259			$2,816,130			$2,816,130		
2020		$5,952,613			$2,976,307			$2,976,307		
2021		$6,131,191			$3,065,596			$3,065,596		
2022		$6,315,127			$3,157,564			$3,157,564		
2023		$6,670,005			$3,335,003			$3,335,003		
2024		$6,870,105			$3,435,053			$3,435,053		
2025		$7,176,603			$3,588,302			$3,588,302		
2026		$7,740,323			$3,870,162			$3,870,162		
2027		$7,972,532			$3,986,266			$3,986,266		
2028		$8,211,708			$4,105,854			$4,105,854		
2029		$8,458,059			$4,229,030			$4,229,030		
2030		$8,711,801			$4,355,901			$4,355,901		
Total of all years projected		**$119,977,834**			**$59,988,917**			**$59,988,917**		

*Taxes assessed the following year after completion (2006 in 2007) and received by City in subsequent year after assessment (2006 in 2008)

Norman TIF District No. 2
(University North Park Project)
Comparison of Projected with Actual Sales Tax Receipts

	Sales tax generated in the TIF			Sales tax generated in the TIF **going to Gen. Fund** (w/transf adj)			Sales Tax Increment Revenues **to pay Project Costs (TIF portion)**		
	Projected in 2006	Actual	Variance	Projected in 2006	Actual	Variance	Projected in 2006	Actual	Variance
2006	$830,207	$635,198	($195,009)	$531,332	$462,300	($69,032)	$298,875	$172,898	($125,977)
2007	$3,135,252	$2,163,673	($971,579)	$2,006,561	$1,380,902	($625,659)	$1,128,691	$782,771	($345,920)
2008	$3,229,310	$3,496,022	$266,712	$2,044,185	$1,951,297	($92,888)	$1,185,125	$1,544,725	$359,600
2009	$3,326,189	$4,509,771	$1,183,582	$2,199,088	$2,428,657	$229,569	$1,127,101	$2,081,114	$954,013
2010	$5,917,544	$5,571,570	($345,974)	$3,787,228	$3,151,304	($635,924)	$2,130,316	$2,420,266	$289,950
2011	$6,095,070	$5,829,468	($265,602)	$3,858,238	$3,237,988	($620,250)	$2,236,832	$2,591,480	$354,648
Total thru 2011	**$22,533,572**	**$22,205,702**	**($327,870)**	**$14,426,632**	**$12,612,448**	**($1,814,184)**	**$8,106,940**	**$9,593,254**	**$1,486,314**
2012	$6,277,923			$4,004,630			$2,273,293		
2013	$9,188,865			$5,880,874			$3,307,991		
2014	$9,464,531			$5,991,140			$3,473,391		
2015	$9,748,467			$6,104,714			$3,643,753		
2016	$13,015,985			$8,330,230			$4,685,755		
2017	$13,406,465			$8,486,423			$4,920,042		
2018	$13,808,658			$8,647,299			$5,161,359		
2019	$14,222,918			$8,813,003			$5,409,915		
2020	$14,649,606			$8,983,679			$5,665,927		
2021	$15,089,094			$9,159,474			$5,929,620		
2022	$15,541,767			$9,340,543			$6,201,224		
2023	$16,008,020			$9,527,045			$6,480,975		
2024	$16,488,260			$9,719,140			$6,769,120		
2025	$16,982,908			$9,916,999			$7,065,909		
2026	$17,492,395			$10,120,794			$7,371,601		
2027	$18,017,167			$10,330,703			$7,686,464		
2028	$18,557,682			$10,546,909			$8,010,773		
2029	$19,114,413			$10,769,602			$8,344,811		
2030	$19,687,845			$10,998,974			$8,688,871		
Total of all years projected	**$299,296,541**			**$180,098,807**			**$119,197,734**		

TIF #2 OVERSIGHT COMMITTEE MINUTES (UNIVERSITY NORTH PARK TIF)
STUDY SESSION ROOM
201 WEST GRAY
1:30 P.M.
August 21, 2012

The Tax Increment Financing District #2 - University North Park ("UNP TIF") Oversight Committee met at 1:30 p.m. in the Municipal Building Study Session Room on the 21st day of August, 2012.

PRESENT:	Joe Siano, Harold Haralson, Mike Givel, Ted Smith, Heath Hans, Janese Shepard and Gail Poole
ABSENT:	Fred Walden
OTHERS PRESENT:	Anthony Francisco, Finance Director Clint Mercer, Chief Accountant Suzanne Krohmer, Budget Manager Kathryn Walker, Assistant City Attorney Scott Sturtz, City Engineer

The meeting was called to order by Clint Mercer at 1:33. A quorum was present.

It was noted that Robert Castleberry (former Chairman) was appointed to the City Council since the last Committee meeting. As such, nominations were taken for the Chairman position. Harold Haralson was the only member nominated. A unanimous vote was taken and Mr. Haralson took over the meeting at that point. Nominations were sought for the Vice Chairman position. Heath Hans and Mike Givel were nominated and after a 4-2 vote Mr. Hans was elected Vice Chairman.

A motion was made and seconded to approve the June 19, 2012 and July 17, 2012 minutes. No changes were suggested and the motion passed unanimously.

A motion was made and seconded to approve the Annual Report as revised via previous meetings. No changes were suggested and the motion passed unanimously.

Anthony Francisco provided and update on three different projects. The first was the acceptance of a final plat (section VIII) within the TIF area by Council on August 14, 2012. Crest Foods will be in this area. A copy of the agenda item was passed out to the members (see attached). Second, it was noted that solicitation for bids for construction of Legacy Park will be made soon. Construction of the park is estimated to take approximately nine months once started. Third, an update was provided on construction of the intersection at 24th Ave NW and Legacy Park Drive. Scott Sturtz provided drawings of this intersection (see attached) and answered questions. Mr. Givel asked if the detention pond north of Legacy Park will flow into the Little River watershed and if it fit into the City's overall master plan. Mr. Sturtz noted that it does fit into the overall plan and will not flow into the Little River watershed but rather flow into the South Canadian watershed. Some discussion was made regarding the Committee's over purview of this type of matter.

Anthony Francisco provided the most recent financial report regarding TIF revenue collections (see attached).

The meeting was adjourned at approximately 1:50.

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-44

File ID:	K-1213-44	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 9	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**	$92,444.93	**File Created:**	08/30/2012
File Name:	Little Axe Park Baseball Field Fencing Project			**Final Action:**	

Title: CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1213-10, CONTRACT NO. K-1213-44 WITH LYON'S FENCE COMPANY IN THE AMOUNT OF $92,444.93; PERFORMANCE BOND NO. B-1213-11; STATUTORY BOND NO. B-1213-12, MAINTENANCE BOND NO. MB-1213-6, AND RESOLUTION NO. R-1213-23 FOR THE LITTLE AXE PARK BASEBALL FIELD FENCING REPLACEMENT PROJECT

ACTION NEEDED: Motion to accept or reject Request for Proposal No. RFP-1213-10 from Lyon's Fence Company for the Little Axe Park Baseball Field Fencing Replacement Project; and, if accepted, approve Contract No. K-1213-44 in the amount of $92,444.93 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; and adopt Resolution No. R-1213-23.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 9

Attachments: Text File Lyons Fence Co, Bid Tabulation Little Axe Fencing, Bid Proposal Lyon Fence Company, K-1213-44 Lyons, Perf B-1213-11, Stat B-1213-12, MB-1213-6, R-1213-23

Project Manager: Mitch Miles, Park Planner

Entered by: mitch.miles@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-44

Body

BACKGROUND: Funding for the Little Axe Park Ball Field Fence Project was approved during the

Fiscal Year Ending 2013 Capital budget process. Included in this project is the replacement of all fencing, backstops, dugouts, outfields, gates, corner posts, line post, and top rail on the three-field baseball/softball complex.

Currently these fields are used by the Little Axe Youth Sports Association. The Association uses the fields for baseball and softball starting in March for practices with league play starting in April and ending in July. According to the Association's 2010/2011 annual report presented to the Norman Board of Parks Commissioners in October 2011, league play consists of twelve teams playing 140 games, 70 of which are played at Little Axe. The Sports Association also hosts several tournaments throughout the course of the season. The Sports Association also used the fields for football. The football league is broken into age groups of six and under, eight and under, 10 and under, and 12 and under.

Staff has consulted with representatives of the Little Axe Youth Sports Association in the scheduling of this project and it has been decided that the best time for construction would be during the months of September, October, November, and December. This project is scheduled to start in mid-September and be completed in November. The bid specifications require the project to be completed in 90 days.

DESCRIPTION: On 6 and 13 July 2012, RFP No. 1213-10 for the Little Axe Park Ball Field Fence Project was advertised in the *Norman Transcript.* The project was also advertised in *Dodge Report* and *Bid News*.

Proposals were distributed to four contractors, three of whom responded with complete proposals. The lowest and best bid to meet specifications was received from Lyon's Fence Company in the total amount of $92,444.93. The estimated budget for this project was $80,000, $54.81 of which was spent to advertise the request for proposal.

The $12,499.74 in additional funding for the fence project is available from the annual City-wide Park Fence Maintenance account, which is used to fund repairs and replacements to old fencing on backstops, tennis courts, playgrounds, and ball fields. There is an available balance of $29,706 in that account.

Staff recommends that the contract be awarded to Lyon's Fence Company in the amount of $92,444.93 as the lowest and best bidder to meet specifications

RECOMMENDATION NO. 1: It is recommended that City Council approve RFP No. 1213-10 for the Little Axe Park Ball Field Fence Project for the Parks and Recreation Department and award the RFP to Lyon's Fence Company in the amount of $92,444.93. Funding in the amount of $79,945.19 is available in Project No. PR0123, Little Axe Park Ball Field Fence Project, Construction (050-9922-452.61-01), and $12,499.74 is available in Project No. EF0124, Park Fence Maintenance, Construction (050-9677-419.6101) (EF0124).

RECOMMENDATION NO.2: It is further recommended upon approval of RFP No. 1213-10 that the following contract and bonds be approved:

Contract No. K-1213-44
Maintenance Bond No. MB-1213-6
Performance Bond No. B-1213-11
Statutory Bond No. B-1213-12

RECOMMENDATION NO.3: It is further recommended upon approval of RFP No. 1213-10 that Lyon's Fence Company be authorized and appointed as project agent for the Little Axe Park Ball Field Fence Project by Resolution No. R-1213-23.

CITY OF NORMAN
Parks and Recreation Department
Norman, Oklahoma
August 13, 2012

TABULATION OF RFP'S
RFP NUMBER 1213-10

The following is a tabulation of RFP's received by the City of Norman for the Little Axe Park Ball Field Fence Project. Funding for this project is available in the capital project Account #050-9922-452.61-01 (PR0123).

Bidders	Total Bid
Lyon's Fence Co., Inc. **3003 River Oaks Dr.** **Norman, OK 73072**	**$92,444.93**
Robinson Fence Co. 906 W. Chestnut St. Springfield, MO 65802	$92,500
Johnson's building Co. LLC 7600 Newcastle Road Oklahoma City, OK 73169	$124,552
Marshall Fence Co.	NO BID

RECOMMENDATION: That the project be awarded to Lyon's Fence Co, Inc., in the amount of **$92,444.93**, as the lowest and best bidder to meet specifications.

City of Norman

Jud Foster, Director of Parks and Recreation

LYON'S FENCE CO., INC.

3003 River Oaks Dr. #159 ★ Norman, OK 73072 ★ (405) 818-4504
WWW.LYONSFENCE.COM

July 26, 2012

Bid Proposal
Location: Little Axe Ball Park

- 2150 feet of 6 ft. 9 gauge chain link with 1 5/8 top rail and 2 3/8 schedule 040 line posts
- 330 feet of 8 ft. 9 gauge chain link with 1 5/8 schedule 040 top rail
- 150 feet of 12 ft. 9 gauge wire to fabricate back stops including new top rail extending field #1 to 10 feet on each side and replacing middle post plus wire brush prime and paint
- Build 5 welded gates to specs with all gate posts and receiving post being 4" schedule 040
- Add 2 plates to center of each back stop that are 3 ft x ¼ inch with 2 x 2 x ¼ inch angle iron (prime and paint)
- Tear out all existing fence including slugs and remove from project and dispose of
- Take out crown of dirt in all fence lines as well as possible so fence will have flat surface for easier maintenance
- All corner posts and brace posts for outfield fence will be 3" schedule 040 with truss rods and center braces
- All material will be USA grade unless otherwise directed by superintendents

Contract #K-1213-44

CONTRACT

THIS CONTRACT made and entered into this_____ day of _____, 20_12_, by and between Lyon's Fence Co. _____, as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other proposalding documents for the work hereinafter described and has approved and adopted all of said proposalding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

LITTLE AXE PARK BALL FIELD FENCE UPGRADES

as outlined and set our in the proposal documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sun named in the proposal, to wit:

Ninety-Two Thousand Four Hundred Forty-Four and 93/cents _____ DOLLARS ($ 92,444.93);

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.)

2) The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the work and of materials suitably stored at the site (if any) thereof during the preceding calendar month. The Contractor shall furnish to the

project manager, or the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain, or have attached, an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project Director, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the City.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

3. It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same 90 calendar days.

The Notice to Bidders published in the Norman Transcript. July 6th and 13th, 2012, the instruction to bidders, the special and general provisions of specifications and the Contractor's proposal or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

To that end, no provision of this contract or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the City to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation of the Contractor; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the City or in any way to restrict the freedom of the City to exercise full discretion in its dealing with the Contractor.

4. The sworn statement below must be signed and notarized before this Contract will become effective.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively this day of _____, 20 12.

Contract #K-1213-44

CORPORATE SEAL

Lyon's Fence Co.
Company Name

ATTEST: Stephanie Whitaker
~~Corporate Secretary~~ Witness

BY Keith Lyon
Principal Keith Lyon

STATE OF Oklahoma)

COUNTY OF McClain)

Keith Lyon, of lawful age, being first duly sworn, on oath says that (s) he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.

Keith Lyon
Principal Keith Lyon

Subscribed and sworn to before me this 1st day of August, 20 12.

Dee Lyles
Notary Public Dee Lyles
#01006612

My Commission Expires:
April 30th, 2013

CITY OF NORMAN
Approved as to form and legality this 4 day of September, 20 12.

City Attorney

Approved by the City Council this _____ day of _____, 20___.

Mayor

ATTEST:

City Clerk

BOND #OKC615445

Bond # B-1213-11

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Lyon's Fence Co., as Principal, and American Safety Casualty Insurance Co, a corporation organized under the laws of the State of Georgia, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of Ninety-Two Thousand Four Hundred Forty-Four & 93/cents DOLLARS ($ 92,444.93), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this 1st day of August, 20 12.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

LITTLE AXE PARK BALL FIELD FENCE UPGRADES

and has entered into a certain written contract with THE CITY OF NORMAN dated _____ 20 12, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and aproposale by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond. (SEE ATTACHED RIDER)

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 officers, and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

BOND #OKC615445

Bond #B-1213-11

ATTEST:

~~Corporate Secretary~~ Witness

Lyon's Fence Co.
Company Name

BY _____
Principal Keith Lyon

ATTEST:

~~Corporate Secretary (Surety)~~ Witness

American Safety Casualty Insurance Co.
Surety Name

BY _____
Surety John Gipson

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of August, 20 12 personally appeared John Gipson to me know to be the identical person who executes the foregoing, and acknowledge to me that s/he executed the same as his/her 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 Dee Lyles
#01006612

My Commission Expires:
April 30th, 2013

Approved as to form and legality this 4 day of September, 2012

_____
City Attorney

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

ATTEST:

_____
Mayor

_____
City Clerk

BOND #OKC615445

Bond # B-1213-12

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Lyon's Fence Co., as Principal, and American Safety Casualty Insurance Co., a corporation organized under the laws of the State of Georgia, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of Ninety-Two Thousand Four Hundred Forty-Four and 93/cents DOLLARS ($ 92,444.93), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this __ day of _____, 20 12 .

The conditions of this obligation are such, that whereas, the above Bonded Principal Lyon's Fence Co. is the lowest and best bidder for the making of the following City work and improvement, viz.:

LITTLE AXE PARK BALL FIELD FENCE UPGRADES

and has entered into a certain written contract with THE CITY OF NORMAN, dated August 1st ,20 12 , for the erection and construction of said work and improvement, in exact accordance with the proposal of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Lyon's Fence Co. Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond. (SEE ATTACHED RIDER)

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 officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

BOND #OKC615445

Bond # B-1213-12

ATTEST:

Stephanie Whitaker

~~Corporate Secretary~~ Witness

Lyon's Fence Co.

Company Name

BY [signature]

Principal Keith Lyon

ATTEST:

Dee Lyles

~~Corporate Secretary (Surety)~~

Witness

American Safety Casualty Insurance Co.

Surety Name

BY John Gipson

Surety John Gipson

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 1st day of August, 20 12 personally appeared John Gipson to me known to be the identical person who executed the foregoing, and acknowledged to me that s/he executed the same as his/her 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.

Dee Lyles

Notary Public Dee Lyles

#01006612

My Commission Expires:

April 30th, 2013

Approved as to form and legality this 4 day of September, 20 12

[signature]

City Attorney

Approved by the Council of the City of Norman, this _____, day of _____ 20__.

ATTEST:

_____

Mayor

_____

City Clerk

Bond#MB-1213-6

MAINTENANCE BOND

Know all men by these present that Lyon's Fence Co., as Principal, and American Safety Casualty Insurance Co., a corporation organized under the laws of the State of Georgia, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Ninety-Two Thousand Four Hundred Forty-Four & 93/cents DOLLARS ($ 92,444.93), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

LITTLE AXE PARK BALL FIELD FENCE UPGRADES

has entered into a written CONTRACT (# K-1213-44) with the CITY OF NORMAN, dated _____ _____, 20 12 , for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth; and,

WHEREAS, under the ordinances of the CITY, the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one (1) year from the date of the written final acceptance by the CITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond. (SEE ATTACHED RIDER)

Bond#MB-1213-6

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the day 1st of August, 20 12, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the day of August 1st, 20 12.

(Corporate Seal) (where applicable)

Lyon's Fence Co.
Company Name

ATTEST:

Signed:
Principal/Authorized Representative Keith Lyon

Address: 3003 River Oaks Drive, #159, Norman OK 73072

Corporate Secretary (where applicable)
Witness

Telephone: (405) 818-4504

American Safety Casualty Insurance Co.
Surety

ATTEST (Surety):

Signed:
Authorized Representative John Gipson

Address: 709 Wall St, Norman OK 73069

~~Corporate Secretary (where applicable)~~
Witness

Telephone: (405) 321-2727

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of August, 20 12, personally appeared John Gipson to me known to be the identical person who executed the forgoing, and acknowledge to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: April 30th, 2013

Notary Public Dee Lyles
#01006612

Approved as to form and legality this 4 day of September, 2012.

City Attorney

Approved by the Council of the City of Norman this____ day of _____, 20__.

ATTEST:_____
City Clerk

_____
Mayor

Resolution

R-1213-23

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING LYON'S FENCE COMPANY AS PROJECT AGENT FOR THE LITTLE AXE PARK BASEBALL FIELD FENCING REPLACEMENT PROJECT.

§ 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Lyon's Fence Company for the Little Axe Park Baseball Field Fencing Replacement Project; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Lyon's Fence Company its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Lyon's Fence Company to purchase materials which are in fact used for the Little Axe Park Baseball Field Fencing Replacement Project; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Lyon's Fence Company shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

§ 4. That the City of Norman, Oklahoma, on the 11th day of September, 2012, did appoint Lyon's Fence Company who is involved with the Little Axe Park Baseball Field Fencing Replacement Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for t the Little Axe Park Baseball Field Fencing Replacement Project.

PASSED AND ADOPTED THIS 11th day of September, 2012

_____
Mayor

ATTEST:

_____
City Clerk

PURCHASE REQUISITION NBR: 0000206705

STATUS: NEEDS ADDITIONAL INFO

REQUISITION BY: TERRY-FOSTER REASON: LITTLE AXE BALLFIELD FENCE REPLACEMENT PROJECT DATE: 9/06/12

SHIP TO LOCATION: PARKS AND RECREATION SUGGESTED VENDOR: 10778 LYON'S FENCE CO DELIVER BY DATE: 9/06/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	LITTLE AXE BALLFIELD FENCE REPLACEMENT COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION AND UPGRADES	79945.19	EA	1.0000	79945.19	PER RFP#1213-10
2	LITTLE AXE BALLFIELD FENCING-FENCE MAINTENANCE PRO RFP#1213-10, CONTRACT #K-1213-44 COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION AND UPGRADES	12499.74	EA	1.0000	12499.74	PER RFP#121-10

REQUISITION TOTAL: 92444.93

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05099224526101	Capital Projects Construction	PR0123 Little Axe Improvements	100.00	79945.19
2	05096774196101	Capital Projects Construction	EF0124 Park Fence Maint	100.00	12499.74
					92444.93

REQUISITION IS IN THE CURRENT FISCAL YEAR.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: GID-1213-19

File ID:	GID-1213-19	**Type:**	Development, Deferrals and Variances	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 10	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$12,837.75	**File Created:**	08/27/2012
File Name:	Return of Traffic Impact Fees Rock Creek & 36th			**Final Action:**	

Title: CONSIDERATION OF THE RETURN OF TRAFFIC IMPACT FEES IN THE AMOUNT OF $12,837.75 IN CONNECTION WITH ROCK CREEK ROAD AND 36TH AVENUE N.W. DEVELOPMENT.

ACTION NEEDED: Motion to approve or reject the return of traffic impact fees in the amount of $12,837.75 in connection with Rock Creek Road And 36th Avenue N.W. Development; and, if approved, direct payment in the amount of $12,837.75 to the developers.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 10

Attachments: Text File Rock Creek Road 36th, Attachment I, Attachment II, Attachment III, Location Map - Rock Creek and 36th NW.pdf

Project Manager: Angelo Lombardo, Traffic Engineer

Entered by: julie.shelton@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1213-19

Body

BACKGROUND: Since the early 2000's, City Council has approved a number of preliminary plats for development of property surrounding the Rock Creek Road and 36th Avenue NW intersection. During the initial planning stage, City staff conducted a comprehensive traffic study for the area that identified the future need to signalize the intersection. The study also calculated the proportional cost shares, based on the peak hour traffic contribution, for the City and developers (70% City and 30% Development). A traffic impact fee was established and has been used to calculate the proportional

share from each development.

To date, the City has collected a total of $15,987.75 in fees with the filing of three different final plats. These funds were received and are held in Account No. 050-0000-229.24-11 (Current Liabilities and Site Improvements Cash). Attachment 1 presents a summary of the various developments and corresponding fee.

DISCUSSION: Over the years, City staff has worked diligently to secure federal funds for the implementation of a project to signalize the intersection of Rock Creek Road and 36th Avenue NW. In 2010, funds were secured to pay for 100% of the construction cost. In total, the City was able to access $174,526.33 in federal funds matched with no local funds for the implementation of the required improvement. The project has been completed and the final cost determined. See Attachment 2 which summarizes the final cost breakdown.

Because of the City's ability to secure federal funds for the construction of the project, there is now a surplus of funds collected from area developers. Since the improvement identified in the traffic impact study is now in place, staff believes it is appropriate to refund the excess funds at this time.

The difference between the total amount of traffic impact fees collected over the years and the final share of the total cost from development has resulted in a $12,837.75 surplus of traffic impact fees. The proportional distribution of funds for each of the three final plats filed to date is included in Attachment 3.

RECOMMENDATION: Staff recommends approval of refunds to the various developers who contributed excess funds toward the installation of the traffic signal at the intersection of Rock Creek Road and 36th Avenue NW. If approved, the following checks will be issued using funds in Account No. 050-0000-229.24-11 (Current Liabilities and Site Improvements Cash):

1st Bank of Brookhaven - $11,358.07
Brookhaven Day Care Center - $1,391.10
Razook Family Addition - $88.58

Attachment 1

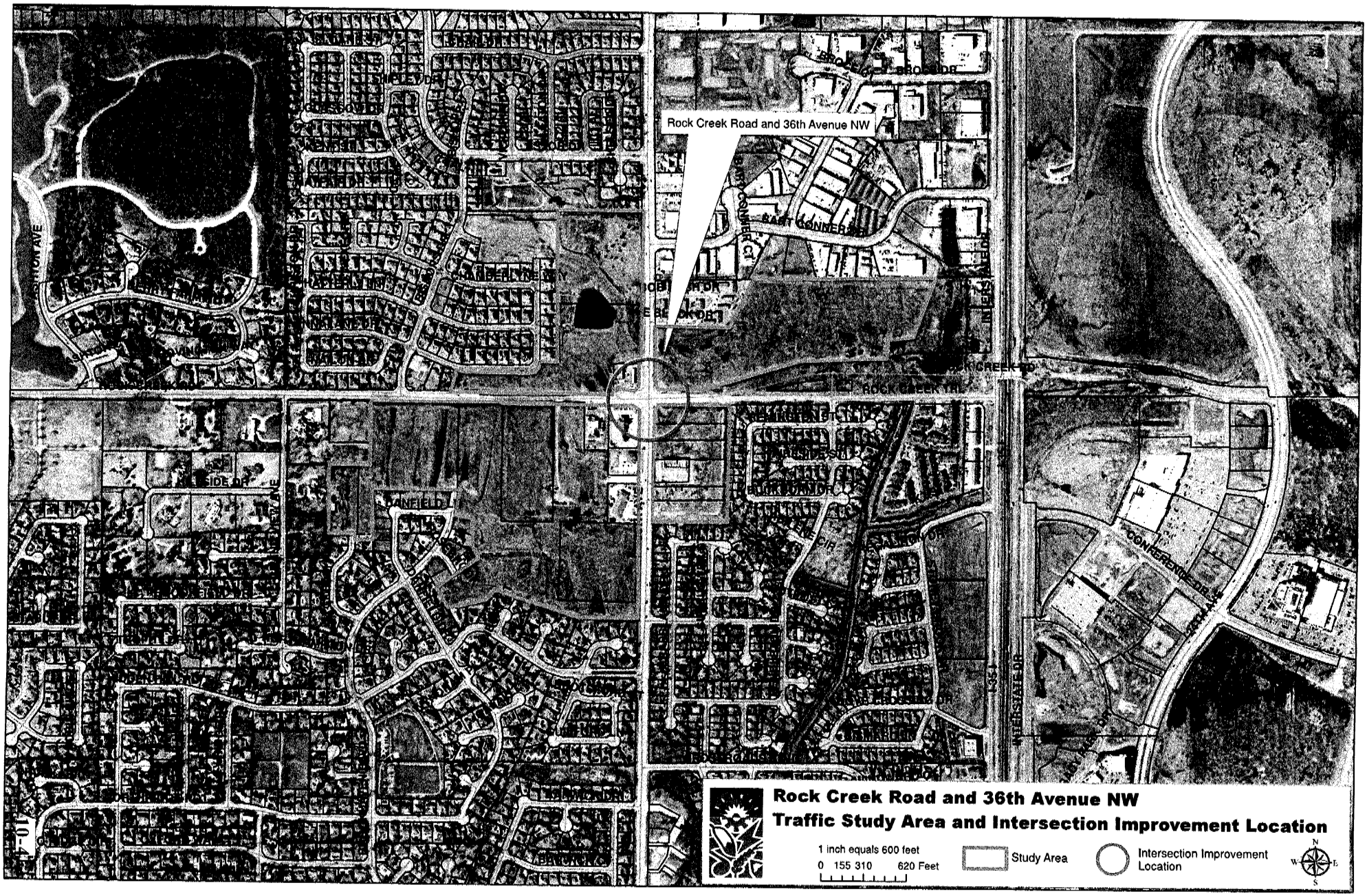
Name of Development	Amount	% of Total	Date Collected
1st Bank of Brookhaven Addition	$ 14,145.00	88.474%	11/12/2002
Brookhaven Day Care Center	$ 1,732.50	10.836%	11/28/2007
Razook Family Addition	$ 110.25	0.690%	11/10/2009
TOTAL	**$ 15,987.75**	**100%**	

Attachment 2

Location	Project Element	Total Cost	Federal Share	City Share	Developer Share
Rock Creek Road and 36th Avenue NW	Engineering	$ 10,500.00	$ -	$ 7,350.00	$ 3,150.00
	Signal	$ 156,548.45	$ 156,548.45	$ 0.00	$ 0.00
	Mobilization	$ 4,800.00	$ 4,800.00	$ 0.00	$ 0.00
	Staking	$ 250.00	$ 250.00	$ 0.00	$ 0.00
	Inspection	$ 12,927.88	$ 12,927.88	$ 0.00	$ 0.00
	Total	**$ 185,026.33**	$ 174,526.33	$ 7,350.00	$ 3,150.00

Attachment 3

Development	Traffic Impact Fees Paid	Cost Share of Improvements	Balance (Refund Amount)	% of Total
1st Bank of Brookhaven Addition	$ 14,145.00	$ 2,786.93	$ 11,358.07	88.474%
Brookhaven Day Care Center	$ 1,732.50	$ 341.40	$ 1,391.10	10.836%
Razook Family Addition	$ 110.25	$ 21.67	$ 88.58	0.690%
Total	**$ 15,987.75**	**$ 3,150.00**	**$ 12,837.75**	**100%**


Rock Creek Road and 36th Avenue NW
Rock Creek Road and 36th Avenue NW
Traffic Study Area and Intersection Improvement Location
1 inch equals 600 feet
0 155 310 620 Feet
Study Area
Intersection Improvement Location
N
W
E
S

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: GID-1213-18

File ID:	GID-1213-18	**Type:**	Development, Deferrals and Variances	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 11	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$62,360.17	**File Created:**	08/27/2012
File Name:	Return of Traffic Impact Fees West Tecumseh Rd			**Final Action:**	

Title: CONSIDERATION OF THE RETURN OF TRAFFIC IMPACT FEES IN THE AMOUNT OF $52,360.17 IN CONNECTION WITH WEST TECUMSEH ROAD DEVELOPMENT

ACTION NEEDED: Motion to approve or reject the return of traffic impact fees in the amount of $52,360.17 in connection with West Tecumseh Road Development; and, if approved, direct payment in the amount of $52,360.17 to the developers.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 11

Attachments: Text File West Tecumseh Road, Attachment 1, Attachment 2, Attachment 3, Attachment 4, Location Map West Tecumseh Road

Project Manager: Angelo Lombardo, Traffic Engineer

Entered by: julie.shelton@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1213-18

Body

BACKGROUND: Since the late 1990's, City Council has approved a number of preliminary plats for development of property along West Tecumseh Road between 36th Avenue NW and Interstate 35. During the initial planning stage, the two major developers in the area agreed to conduct a joint and comprehensive traffic impact study that analyzed transportation needs under the area's full development scenario. The study identified the future need to signalize the intersections of Tecumseh Road with 36th Avenue NW, Norman Regional/Journey Parkway and the Interstate 35 ramps. It also

calculated the proportional cost shares, based on the peak hour traffic contribution, for the City and developers. A traffic impact fee was established and has been used to calculate the proportional share from each development. Attachment 1 summarizes the level of contribution for each of the intersection improvement projects.

To date, the City has collected a total of $150,737.13 in fees with the filing of five different final plats. These funds were received and are held in Account No. 050-0000-229.24-11 (Current Liabilities and Site Improvements Cash). Attachment 2 presents a summary of the various developments and corresponding fee:

DISCUSSION: Over the years, City staff has worked diligently to secure federal funds for the implementation of various projects. In 2007, funds were secured to pay for 80% of the construction cost for the signals at the intersections of Tecumseh Road with 36th Avenue NW and the Interstate 35 ramps. A few years later, staff was able to secure federal funds to pay for 100% of the construction cost of the remaining signal at the Norman Regional/Journey Parkway intersection. In total, the City was able to access $786,934.26 in federal funds matched with $216,736.31 in local funds ($118,359.36 from the City's Capital Improvement Fund and $98,376.96 in developer traffic impact fees) for the implementation of the required improvements. All projects have been completed and the final cost determined. Attachment 3 summarizes the final cost breakdown.

Because of the City's ability to secure federal funds for the construction of the projects, there is now a surplus of funds collected from area developers. Since all the improvements identified in the traffic impact study are now in place, staff believes it is appropriate to refund the excess funds at this time.

The difference between the total amount of traffic impact fees collected over the years and the final share of the total cost from development has resulted in a $52,360.17 surplus of traffic impact fees. The proportional distribution of funds for each of the five final plats filed to date is included in Attachment 4.

RECOMMENDATION: Staff recommends approval of refunds to the various developers who contributed excess funds toward the installation of traffic signals along West Tecumseh Road. If approved, the following checks will be issued using funds in Account No. 050-0000-229.24-11 (Current Liabilities and Site Improvements Cash):

McBride Clinic Addition - $5,991.98
Covenant (Journey Church) - $23,714.32
Norman Regional Hospital - $18,187.81
Fowler Toyota - $4,466.06

Attachment 1

Intersection	Contribution Level	
	City	Private
Tecumseh Road and 36th Avenue NW	67%	33%
Tecumseh Road and Norman Regional / Journey Parkway	0%	100%
Tecumseh Road and I-35 Ramps	44%	56%

Attachment 2

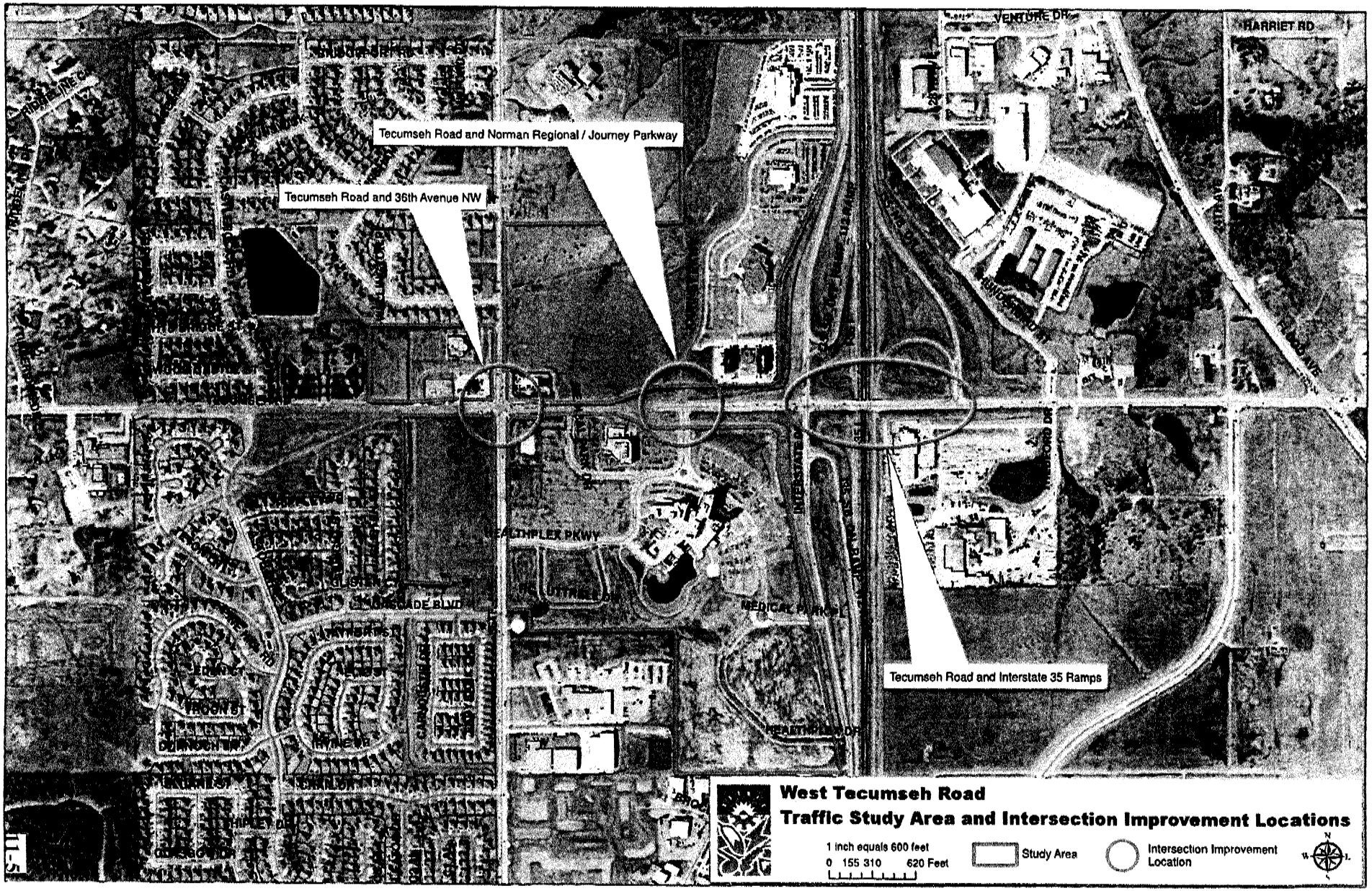
Name of Development	Amount	% of Total	Date Collected
McBride Clinic Addition - Block 1, Lot 1	$ 1,830.00	1.214%	6/23/2005
McBride Clinic Addition - Block 1, Lot 2	$ 15,420.00	10.230%	10/25/2006
Covenant	$ 68,270.00	45.291%	8/25/2004
Norman Regional Park West	$ 52,360.00	34.736%	2/13/2003
Fowler Toyota	$ 12,857.13	8.530%	8/23/2006
TOTAL	**$ 150,737.13**	**100%**	

Attachment 3

Location	Project Element	Total Cost	Federal Share	City Share	Developer Share
Tecumseh Road and 36th Avenue NW	Engineering	$ 33,443.33	$ -	$ 22,407.03	$ 11,036.30
	Signal	$ 413,937.27	$ 331,149.82	$ 55,467.59	$ 27,319.86
	Mobilization	$ 6,000.00	$ 4,800.00	$ 804.00	$ 396.00
	Staking	$ 2,200.00	$ 1,760.00	$ 294.80	$ 145.20
	Inspection	$ 25,328.24	$ 20,262.59	$ 3,393.98	$ 1,671.66
	Sub-Total	**$ 480,908.84**	$ 357,972.40	$ 82,367.41	$ 40,569.02
Tecumseh Road and Interstate 35 Ramps	Engineering	$ 16,721.67		$ 7,357.33	$ 9,364.14
	Signals	$ 292,772.70	$ 234,218.16	$ 25,764.00	$ 32,790.54
	Staking	$ 2,200.00	$ 1,760.00	$ 193.60	$ 246.40
	Mobilization	$ 12,000.00	$ 9,600.00	$ 1,056.00	$ 1,344.00
	Inspection	$ 18,418.36	$ 14,734.69	$ 1,620.82	$ 2,062.86
	Sub-Total	**$ 342,112.73**	$ 260,312.85	$ 35,991.95	$ 45,807.93
Tecumseh Road and Norman Regional / Journey Parkway	Engineering	$ 12,000.00	$ -	$ -	$ 12,000.00
	Signal	$ 159,102.84	$ 159,102.84	$ -	$ -
	Inspection	$ 9,546.17	$ 9,546.17	$ -	$ -
	Sub-Total	**$ 180,649.01**	$ 168,649.01	$ -	$ 12,000.00
	Grand Total	**$ 1,003,670.58**	**$ 786,934.26**	**$ 118,359.36**	$ 98,376.96

Attachment 4

Development	Traffic Impact Fees Paid	Cost Share of Improvements	Balance (Refund Amount)	% of Total
McBride Clinic Addition - Block 1, Lot 1	$ 1,830.00	$ 1,194.37	$ 635.67	1.214%
McBride Clinic Addition - Block 1, Lot 2	$ 15,420.00	$ 10,063.55	$ 5,356.31	10.230%
Covenant	$ 68,270.00	$ 44,556.08	$ 23,714.32	45.290%
Norman Regional Park West	$ 52,360.00	$ 34,172.16	$ 18,187.81	34.736%
Fowler Toyota	$ 12,857.13	$ 8,390.80	$ 4,466.06	8.530%
Total	**$ 150,737.13**	**$ 98,376.96**	**$ 52,360.17**	**100%**


Tecumseh Road and Norman Regional / Journey Parkway
Tecumseh Road and 36th Avenue NW
Tecumseh Road and Interstate 35 Ramps
VENTURE DR
HARRIET RD
HEALTHPLEX PKWY
HEALTHPLEX DR
West Tecumseh Road
Traffic Study Area and Intersection Improvement Locations
1 inch equals 600 feet
0 155 310 620 Feet
Study Area
Intersection Improvement Location

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: GID-1213-21

File ID:	GID-1213-21	**Type:**	Request for Payment	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 12	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$26,000.00	**File Created:**	08/30/2012
File Name:	Emergency Repairs at Water Treatment Plant			**Final Action:**	

Title: CONSIDERATION OF THE RATIFICATION OF THE DECLARATION OF EMERGENCY REPAIRS IN THE AMOUNT OF $26,000 FROM WYNN CONSTRUCTION, INC., TO CLEAN OUT THE CLEAR WELL DAMAGED BY A BROKEN WATER MAIN AT THE WATER TREATMENT PLANT.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject ratification of the declaration of an emergency; and, if approved, direct payment in the amount of $26,000 to Wynn Construction, Inc.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 12

Attachments: Text File Ratification, Letter and Invoice from Wynn, Line Break - Photos, PR Wynn

Project Manager: Chris Mattingly, Water Treatment Plant Superintendent

Entered by: chris.mattingly@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1213-21

Body

BACKGROUND: In the early morning hours of Wednesday, August 1, 2012, the same day Norman was forced to begin stage-2 water conservation, one of the main lines located at the Water Treatment Plant ruptured. This specific line delivers water to Norman's high-pressure plane. A Line Maintenance crew was completing the repair of another line break on Interstate Drive and was able to immediately respond. They quickly opened valves within the distribution system to allow customers interim water but at a reduced pressure. Water flowed from the line break with such force that it self excavated the break site. Once the broken water line was isolated, the crew began de-watering and removed the broken section of pipe preparing it for replacement. A new crew showed up at 8:00 AM

and relieved them from their efforts as they had completed working 22 hours straight. Pipe suppliers were contacted and replacement parts were quickly shipped to the site. Crews continued working and had the line replaced by 9:30 AM.

Unfortunately, water and mud flooded the immediate area and there were signs it entered the 1-million gallon clear well. The line remained off while staff collected several samples and tests completed on Friday revealed the water in the clear well was compromised and the tank had to be disinfected before returning to service. Since the clear well is approximately 100-ft in diameter, 20 feet deep and located underground, staff realized disinfection would be very difficult and a crew would need to be sent into the large tank. The clear well could only be entered through a 30-inch square entry hatch.

Staff decided it would be advantageous to hire an outside contractor to perform the disinfection duties. Since Wynn Construction, Inc. had recently completed the Phase I Water Treatment Plant Improvements, staff was comfortable they had a good understanding of the facility and operations to perform the work.

A representative of Wynn met with staff on site and decided a plan of action. Staff agreed to pump the remaining water to the lagoons located on site and Wynn crews would enter the confined space with respirators and spray a chlorine solution to fully disinfect the 1-million gallon tank. They agreed to perform the work over the weekend at a lump sum price of $26,000.

All work was completed and staff re-tested and obtained safe samples on Wednesday, August 8, 2012. The pressure plane was returned to normal operation that morning.

DISCUSSION: Wynn Construction, Inc. has submitted an invoice in the amount of $26,000 for said work. All work is complete and the system is back to normal operation. The normal bidding process was waived as allowed under the City Ordinance Section 8-203 which states "Emergency supplies, materials, equipment, or contractual services which are necessary to maintain operations. Such purchases shall receive prior approval from the City Manager". The Utilities Director and the City Manager were both notified on August 3, 2012 prior to hiring the contractor. Therefore staff recommends final payment.

Funds are available in Maintenance and Repair Services (031-5534-461.42-11) to cover this expenditure.

RECOMMENDATION: Staff recommends that the NUA ratify the declaration of an emergency for costs to Wynn Construction, Inc. in the amount of $26,000.

Wynn Construction Co., Inc.

11901 N. Eastern Ave. • Oklahoma City, OK 73131
Phone (405) 753-1120 • Fax (405) 753-1159
E-mail: wynn@wynnconstruction.com

September 6, 2012

Chris Mattingly
City of Norman
Water Treatment Plant
3000 E. Robinson
Norman, Oklahoma 73070

Re: Emergency Cleaning of Clearwell

Mr. Mattingly:

On Friday August 3, 2012 Wynn Construction Co. was contacted by Bryan Hapke of the WTP staff regarding an emergency cleaning of the Clearwell located on the WTP site. Wynn Construction prepared a price of $26,000.00 to perform this work on Saturday August 4, 2012. The City of Norman accepted the proposal and Wynn immediately began preparation to perform the work.

Scope of the work includes the following activities:
A coordination meeting with Safety Consultant regarding scope of work, confined space, and extreme heat conditions.
Removing confined space certified Superintendent Gene Lee and crew on Friday 8/3/12 from current project to prep on scope of work and assemble equipment.
OSHA Compliance and Safety meeting with Gene Lee and Crew that will perform work.
Purchase boots, gloves, safety retrieval harnesses, safety glasses, buckets, squeegees, shovels, canister sprayer's, water cans, rope and other miscellaneous safety and cleaning equipment.
Rent air blower systems, personnel retrieval systems, Air Sniffers, water pumps. (Redundant equipment was on site in case of issue with equipment in use)
Work to be completed around the clock until complete.All labor is at overtime rates. Additional men on standby rate to ensure uninterrupted and expedited completion of the cleaning.
Provide H2H Chlorine for disinfection.
Safety monitoring of confined space.
Safety monitoring of personnel (temperature reached 113 degrees the day work occurred.)
Debris removal, washing and scrubbing walls and floors, water removal, and chlorine disinfection of walls and floors of the clearwell.
Cleanup and removal of all equipment and supplies from site.
Monday 8/6/2012 Gene Lee returned all rentals and other equipment to projects they were acquired from.

Attached is the invoice for $26,000.00 for the completed work.

Thank you for allowing Wynn Construction to perform this service for the City of Norman.

Sincerely,

Kevin Lang
Vice President

Invoice

Wynn Construction Co., Inc.
11901 N. Eastern Avenue
Oklahoma City, Oklahoma 73131

Phone: (405) 753-1120
Fax: (405) 753-1159
E-mail: wynn@wynnconstruction.com

INVOICE NO.	1
INVOICE DATE	8/9/2012
OUR ORDER NO.	
CUSTOMER ORDER NO.	
TERMS	Due Upon Receipt
SALES REP.	
SHIPPED VIA	
F.O.B.	
PREPAID/COLLECT	

SOLD TO:

City of Norman
Water Treatment Plant
PO Box 370
Norman OK 73070

Attention: Chris Mattingly

SHIPPED TO:

	AMOUNT
Emergency Clearwell Cleaning	$26,000.00

SUBTOTAL	$26,000.00
Tax Rate	na
Freight	na
Total Amount Due	$26,000.00

Questions concerning this invoice?

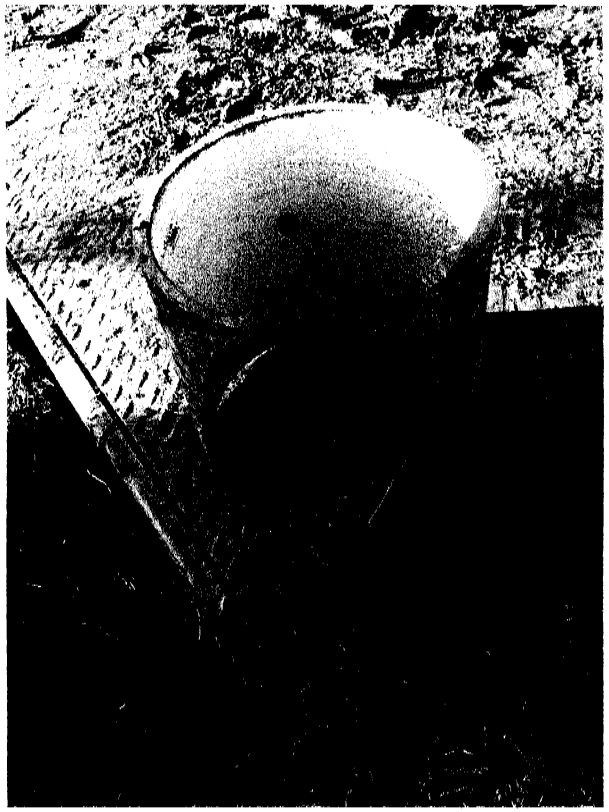
Kevin Lang
Vice President

Make All Checks Payable To:

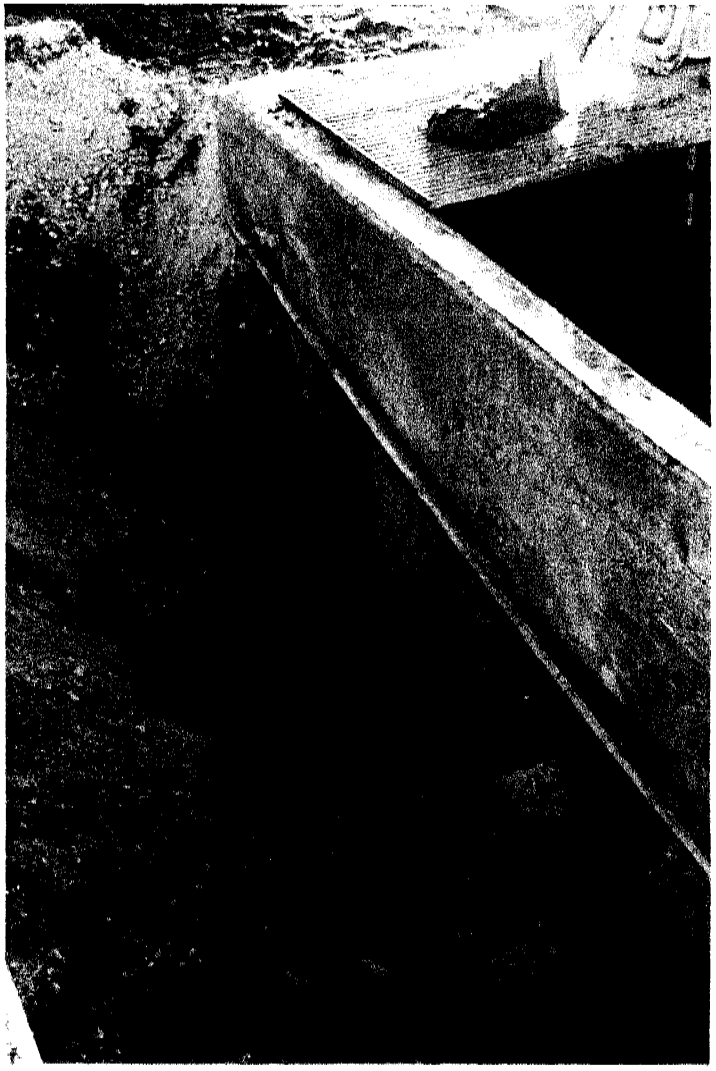
Wynn Construction Co., Inc.
11901 N. Eastern Avenue
Oklahoma City, Oklahoma 73131

OK
8/20/12

Line Break at WTP 8/1/12



Broken 10-inch section of pipe.



Pipe removed ready for replacement.

PURCHASE REQUISITION NBR: 0000206144

STATUS: INSUFFICIENT FUNDS

REQUISITION BY: LYNN DAVIS REASON: EMERGENCY REPAIR DATE: 8/27/12

SHIP TO LOCATION: UD- WATER TREATMENT PLANT SUGGESTED VENDOR: 1832 WYNN CONSTRUCTION COMPANY INC DELIVER BY DATE: 8/31/12

1	EMERGENCY CLEARWELL CLEANING CONTINGENT UPON NUA APPROVAL 9-11-12 COMMODITY: PUBLIC WORKS AND RELATED SUBCOMMOD: WATER SUPPLY PLANT OPERAT	26000.00	DOL	1.0000	26000.00

REQUISITION TOTAL: 26000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	03155344614211	Maint. & Repair Services Plant & Operating Equip.		100.00	26000.00
					26000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

CONTINGENT UPON NUA APPROVAL 9-11-12

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: LL-1213-2

File ID:	LL-1213-2	**Type:**	Limited License	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 13	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	08/13/2012
File Name:	Limited License for United Way Goal A Meters			**Final Action:**	

Title: LIMITED LICENSE NO. LL-1213-2: LIMITED LICENSE TO PLACE TWENTY-TWO (22) "GOAL-A-METER" SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE UNITED WAY OF NORMAN.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1213-2 to place twenty-two (22) "goal-a-meter" signs within the public rights-of-way pursuant to a request from the United Way of Norman; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 13

Attachments: Text File Limited License United Way, Letter from United Way, Application United Way, List of Locations United Way, United Way - Thermometers

Project Manager: Wayne Stenis, Planner II

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File LL-1213-2

Body

BACKGROUND: Section 18-308 states:

Festival or Public Event Banners.

Signs announcing specific events or promotions that are of a legitimate public benefit to the

community at large may be erected within the public right-of-way when authorized by a limited license granted by the City Council. The size, number, type, and wording of such signs must be specified in the license, as well as their location and duration of use. Because of their unique location within the public right-of-way, such banners may not be placed so as to interfere with legitimate traffic and safety concerns.

DISCUSSION: The United Way of Norman, a 501(c)(3) organization, has requested placement of twenty-two (22) ground signs along major thoroughfares around the community to inform the public of the progress of their annual public fund-raising campaign. The signs will be used from September 21 through December 14, 2012.

A copy of the letter of request and application with the specified locations, are attached for reference.

RECOMMENDATION: The locations are acceptable except for Location No. 21 on the applicant's attached list. Highway 9 is a State highway and not under the authority of the City of Norman. We do not object to a banner at this location; however, the applicant needs to get permission from the Oklahoma Department of Transportation. The remaining locations will not impact any designated sight triangles if properly placed. Staff has prepared the license in accordance with their request, and presents it to the Council for consideration. Additional conditions may be attached by Council. Other than the stipulated time frame and placement, staff has not suggested any other conditions and does not oppose granting this limited license.

United Way of Norman
2424 Springer Drive, Suite 304
Norman, OK 73069
Phone (405) 329-2025
www.unitedwaynorman.org

Ellen Usry
P.O. Box 370
Norman, Oklahoma 73070

May 8, 2012

Dear Ellen:

We are already in the preparation stages for this year's United Way of Norman annual community fund drive. Our Pacesetter companies will begin in June and we will officially kick off the community-wide portion of the campaign mid-September. Attached are two Limited License applications for our annual Designate Norman banners and United Way Campaign Goal-o-meters.

It's important to let our Norman commuters know that they have the ability to designate their donations back to our community, even if they are working in Oklahoma City. We would like to place nine "Designate Norman" banners on city streets near Highway and Interstate exits. It's a wonderful avenue to inform a large number of people that they may direct their efforts to help keep our community a great place to work and live.

We would like to put the nine "Designate 7100" banners in place by June 1st and remove them by October 26th due to the fact that metro area campaigns will begin at the end of June and take place through the end of October.

In order to communicate our progress to the community, we would like to put up twenty two "Goal-o-meters" on various Norman streets. Once again, we would really appreciate your help with this endeavor. With so many factions of the community participating, we have found that this is an effective way of letting them know where we stand. We would like to put up the Goal-o-meters on September 21th and leave them in place until December 14th.

A list of locations for each type of sign is attached. Please note that these are the same locations approved for our 2011 campaign.

Thank you so much for your assistance and consideration. Please feel free to contact me with any questions.

Sincerely,

Candice Jones
VP, Resource Development

APPLICATION FOR LIMITED LICENSE FOR FESTIVAL OR PUBLIC EVENT BANNER

Date May 8, 2012

Name of Applicant United Way OF Norman

Address 2424 Springer Dr. Ste. 304 Telephone Number 329-2025

Number of Banners Twenty-two (22)

Location of Banners (If list is lengthy you may attach separate sheet or map)

Please see Attachment

Banner Size 5' x 6'

Type of Banner Vinyl banner w/ Aluminum frame

Wording of Banner UW OF Norman, Thermometer With Percentage marks & logo

Duration of Use 9-21-12 - Dec 14, 2012

United Way of Norman Goal-o-meters

09/21/12 – 12/14/12

1. Main & Berry (SE corner)
2. West Main (in front of Panera Bread, west of bus stop)
3. Ed Noble & West Main intersection(NE corner, in front of flower nursery, behind sidewalk)
4. Robinson & N.W. 36th Avenue (SE corner, in front of Republic Bank and Trust building)
5. 36th Ave NW & Tecumseh (NE Corner, Midfirst Bank)
6. 24th Ave. N.W. & Robinson (SE Corner in front of new BancFirst location)
7. Lindsey & Berry (NW corner, behind sidewalk)
8. Lindsey & 24th Ave. S.W. (NW corner)
9. Robinson & Flood (NE corner) West of Newton drive
10. Gray St. (in front of Library, behind sidewalk)
11. Porter (park area between Norman Regional Hospital and Sonic, behind sidewalk)
12. Boyd & Elm (NE corner)
13. 12th Ave. N.E. (Recreation Center, Need-o-meter will replace the Designate 7100 Banner)
14. Alameda & 12th Ave. N.E. (NW corner)
15. Boyd & 12th Ave. S.E. (SW corner, between sidewalks)
16. 24th Ave NE & Alameda (SW Corner, blank field)
17. Porter & Rock Creek Rd. (NE Corner, 7-11)
18. 12th & Lindsey (SE Corner)
19. 12th Avenue NE and Robinson (NW Corner)
20. Flood and Tecumseh (South/Southwest Corner)
21. Highway 9 (12th and highway 9)
22. 36th Avenue NW and Rock Creek Road (SW Corner, by First Bank & Trust)

LIMITED LICENSE NO. LL-1213-2

LIMITED LICENSE TO PLACE TWENTY-TWO (22) "GOAL-A-METER" GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE UNITED WAY OF NORMAN.

An Application has been filed by the United Way of Norman for a Limited License to place twenty-two (22) "Goal-A-Meter" ground banners within the public rights-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

Special conditions for the granting of this limited license by the City Council are as follows:

Strict compliance with all the conditions set forth in the application filed herein with regard to description, location, duration, and wording as specified in the application which is incorporated herein and made a part hereof

License limited for a eight-five (85) day period from September 21, 2012 to December 14, 2012.

Any special conditions which may be outlined in the Staff memorandum or imposed by the City Council.

Further, any breach of the conditions as above set forth shall be grounds for immediate revocation of this license and further that the City Council may revoke this limited license at will and for any cause whatsoever upon the giving of thirty (30) days notice authorized by the City Council to the application.

Approved this 11th day of September, 2012.

CITY OF NORMAN

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: LL-1213-4

File ID:	LL-1213-4	**Type:**	Limited License	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 14	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	08/24/2012
File Name:	Limited License for Friends of the Norman Library			**Final Action:**	

Title: LIMITED LICENSE NO. LL-1213-4: LIMITED LICENSE TO PLACE ONE (1) GROUND BANNER AND FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM FRIENDS OF THE NORMAN LIBRARY FOR THE ANNUAL BOOK SALE TO BE HELD OCTOBER 19 THROUGH 22, 2012.

ACTION NEEDED: ACTION NEEDED: Motion to approve or reject Limited License No. LL-1213-4 to place one (1) ground banner and four (4) signs within the public rights-of-way pursuant to a request from Friends of the Norman Library; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 14

Attachments: Text File Limited License Library, Letter from Friends of the Library, Application Friends of the Library, Location Map Friends of the Library, Library Book Sale

Project Manager: Wayne Stenis, Planner II

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File LL-1213-4

Body

BACKGROUND: Section 18-308 states:

Festival or Public Event Banners.

Signs announcing specific events or promotions that are of a legitimate public benefit to the community at large may be erected within the public right-of-way when authorized by a limited license granted by the City Council. The size, number, type and wording of such signs must be specified in the license, as well as their location and duration of use. Because of their unique location within the public right-of-way, such banners may not be placed so as to interfere with legitimate traffic and safety concerns.

DISCUSSION: The Friends of the Norman Public Library, a 501 (c) (3) organization, holds an annual book sale to benefit the Norman Public Library. This year's event occurs on October 19 through 22, 2012. They have requested approval to place one (3'x 10') banner and four (18"x24") signs around the library stating the dates of the event. The signs will be in use from September 28 through October 22, 2012.

Copies of the letter of request and application with the specified locations and descriptions are attached for reference. The locations are identical to those previously used and are acceptable.

STAFF RECOMMENDATION: The locations are acceptable and will not impact any designated sight triangles if properly placed. Staff has prepared the license in accordance with their request, and presents it to the Council for consideration. Additional conditions may be attached by Council. Other than the stipulated time frame and placement, staff has not suggested any, and does not oppose granting this limited license.

Friends of the Norman Library
P.O. Box 6308
Norman, OK 73070

22 August 2012

Brenda Hall
City Clerk
City of Norman
Norman, Oklahoma

Dear Ms. Hall:

The Friends of the Norman Library, a 501(c)(3) organization whose sole purpose is the support of the Norman Public Library, will conduct its annual book sale October 19 to 22, 2012 at the library. The purpose of this event is to offer used books for purchase by the public. All proceeds are used for the benefit of the Norman Public Library. We request a Limited License to place one large banner type sign and four yard sign type signs at various locations around the library from September 28 to October 22, 2012. The placement of the signs is delineated on the attached map obtained from the City Planning Department. Sizes of the signs are also specified on the map.

Thank you for your assistance in this matter. If there are any questions you may contact me at 360-4346. Any correspondence should be sent to my mailing address: P.O. Box 720335, Norman, Ok. 73070.

Sincerely yours,

Simon H. Rudnick
2012 Book Sale Co-chair

APPLICATION FOR LIMITED LICENSE FOR FESTIVAL OR PUBLIC EVENT BANNER/SIGN

Date 8/22/2012

Name of Applicant SIMON H. RUDNICK, FOR FRIENDS OF THE NORMAN LIBRARY

Address P.O. BOX 720335 NORMAN, OK. 73070-4249 Telephone Number (405) 360-4346

Number of Banners 1 BANNER 4 SIGNS

Location of Banners/Signs (If list is lengthy you may attach separate sheet or map)

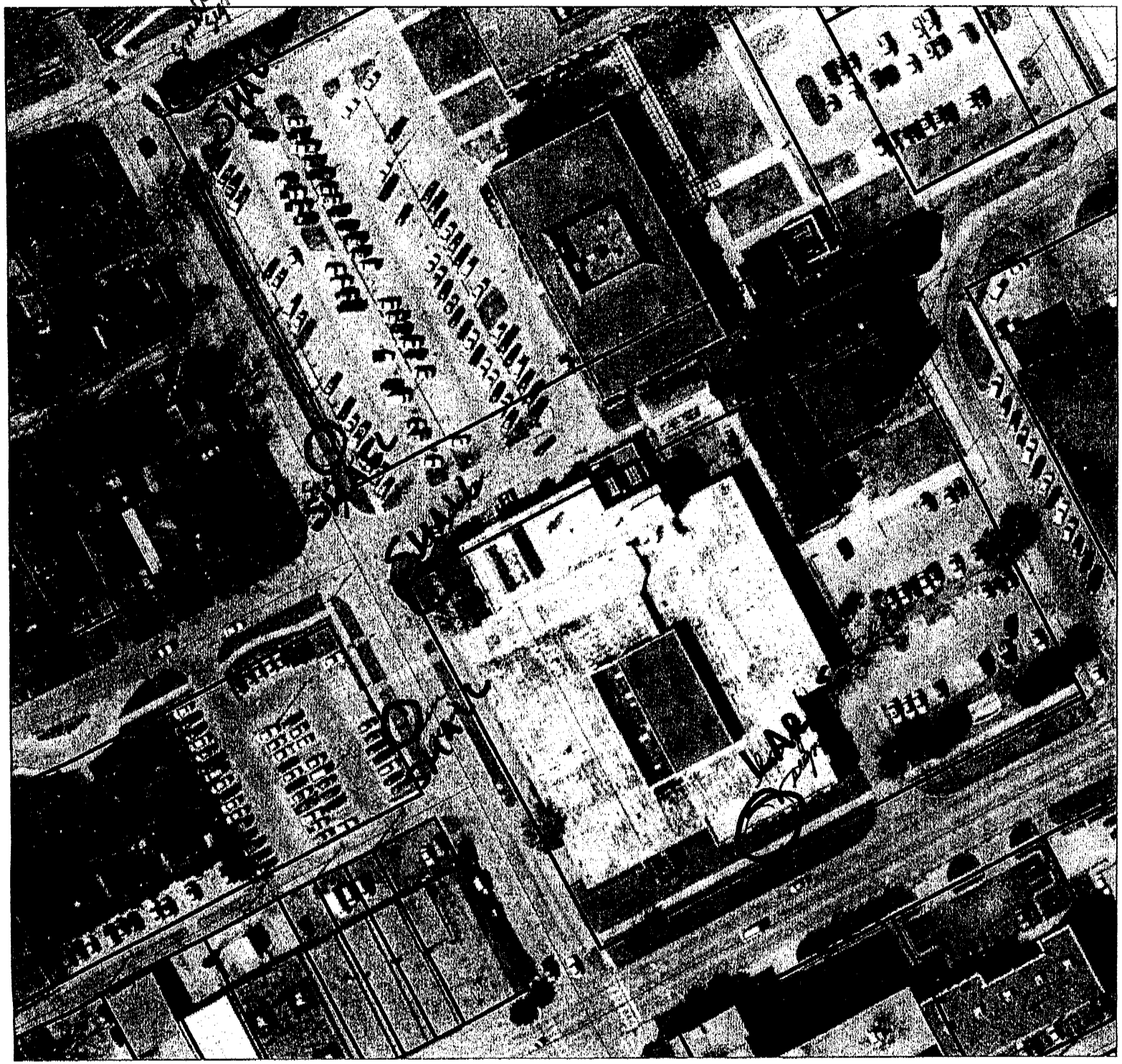
SEE ATTACHED MAP

Banner/Sign Size BANNER 3' X 10'
SIGNS 18" X 24"

Type of Banner/Sign BANNER- YELLOW VINYL W/BLACK LETTERING
SIGNS - YELLOW COROPLAST W/BLACK LETTERING

Wording of Banner/Sign BOOK SALE OCT 19-22

Duration of Use SEP 28 - OCT 22, 2012



Pioneer Library

225 N Webster

Norman_bnd
Cline
Parcel

N
W E
S

1 Inch = 100 Feet
September 18, 2003

Map produced by the City of N
Geographic Information Systen
(405) 366-5436

The City of Norman assumes n
responsibility for errors or omis
in the information presented.

LIMITED LICENSE NO. 1213-4

LIMITED LICENSE TO PLACE ONE (1) GROUND BANNER AND FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FRIENDS OF THE NORMAN LIBRARY FOR THE ANNUAL BOOK SALE TO BE HELD OCTOBER 19 THROUGH `22, 2012.

An Application has been filed by the Friends of the Norman Public Library for a Limited License to place one (1) ground banner and four (4) signs within the public rights-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

Special conditions for the granting of this limited license by the City Council are as follows:

Strict compliance with all the conditions set forth in the application filed herein with regard to description, location, duration, and wording as specified in the application which is incorporated herein and made a part hereof

License limited to a 25 day period from September 28 through October 22, 2012.

Any special conditions which may be outlined in the Staff memorandum or imposed by the City Council.

Further, any breach of the conditions as above set forth shall be grounds for immediate revocation of this license and further that the City Council may revoke this limited license at will and for any cause whatsoever upon the giving of thirty (30) days notice authorized by the City Council to the application.

Approved by City Council this 11th day of September, 2012.

CITY OF NORMAN

_____

Mayor

ATTEST:

_____

City Clerk

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: SC-1213-1

File ID:	SC-1213-1	**Type:**	Special Claim	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 15	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$2,370.32	**File Created:**	08/28/2012
File Name:	Germano Special Claim			**Final Action:**	

Title: SPECIAL CLAIM NO. SC-1213-1: A CLAIM IN THE AMOUNT OF $2,370.32 SUBMITTED BY MICHAEL GERMANO FOR DAMAGES TO HIS VEHICLE DUE TO AN ACCIDENT WITH A FIRE TRUCK AT 2657 CLASSEN BOULEVARD.

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1213-1; and, if approved, direct payment in the amount of $2,370.32 contingent upon obtaining a Release and Covenant Not to Sue from Michael Germano.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 15

Attachments: Text File Special Claim, Memo from Clerk, Claim from Germano, Estimate from Reynolds Ford, Police Report

Project Manager: Jeanne Snider, Assistant City Attorney

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File SC-1213-1

Body

BACKGROUND: A claim has been filed by Michael Germano for damages to his vehicle in the amount of $2,370.32 due to his claim that on April 20, 2012, a City fire truck struck the rear of his parked vehicle while the fire truck was turning to exit the parking lot where Mr. Germano's vehicle was located at the Crimson Park Apartments at 2657 Classen Boulevard.

DISCUSSION: According to Mr. Germano's son, Kyle, the vehicle was parked in a marked parking spot outside of his apartment at Crimson Park Apartments. While exiting the parking lot after

extinguishing a fire, Engine-2 was attempting a turn while backing up and struck the parked car.

The accident was investigated by Assistant Fire Chief Michael Wilson. His investigation revealed that Engine-2 did strike Mr. Germano's parked car and caused damage to the rear bumper and hatchback of the vehicle. Mr. Germano provided three estimates. The lowest estimate is in the amount of $2,370.32.

Mr. Germano's claim has been investigated and has reached a point of resolution. As indicated above, there appears to be possible negligence on the part of the City in this matter and, consequently, potential liability on the City. The damages claimed by Mr. Germano in the amount of $2,370.32 appear to be reasonable.

RECOMMENDATION: It is believed the proposed settlement is fair, reasonable and in the best interest of the City. Based upon the above, it is recommended by the City Attorney's Office that the settlement of Mr. Germano's claim in the amount of $2,370.32, as above set forth, be approved by City Council.

office memorandum

DATE: May 3, 2012

TO: James Fullingim, Fire Chief
Jeff Bryant, City Attorney

FROM: Brenda Hall, City Clerk

SUBJECT: Claim from Michael Germano

A claim from Michael Germano, by his son Kyle Germano, in the amount of $2,370.32 was filed in my office on April 23, 2012, for damages to his vehicle due to his claim that on April 20, 2012, a fire truck struck his parked vehicle at the Crimson Park Apartments located at 2657 Classen Boulevard as they were leaving after extinguishing a fire. When asked for a copy of the vehicle title, Mr. Germano said he would fax me a copy. Later that day, Mr. Germano called and said the vehicle was registered to his father and his father lives out of state and would fax me a copy.

James, I would appreciate your checking with your staff regarding verification of the problem. Please report your findings by written memorandum to me with a copy to Jeff.

Jeff, if it is determined the City has liability in this matter, please signify by writing a report of your recommendations in order that we may schedule this claim as an agenda item.

BH:smr
attachments

CITY OF NORMAN
POST OFFICE BOX 370
NORMAN, OKLAHOMA 73070

NOTICE OF TORT CLAIM

CLAIMANT: ~~Kyle~~ Michael Germano DATE: 4/23/12

ADDRESS: 1400 Asp Ave Box 1236E CITY Norman

STATE: OK ZIP: 73072 PHONE: (H) N/A (W) (650) 701-6699

DATE OF INCIDENT: 4/20/12

LOCATION OF INCIDENT: Crimson Park Apartments (in parking lot

STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:

The police officer and firemen on the scene told me the city would pay for it. I wasn't even in the car when they hit my car so I don't believe I can be held liable.

(use additional pages if necessary)

MONETARY STATEMENT: List of expenses claimed for payment:

Bob Moore	$		$ 2903.04
Reynolds Ford	$		$ 2,370.32
Leon Pierce	$		$ 2,447.64

TOTAL AMOUNT CLAIMED: $ 2370.32

NAME AND ADDRESS OF INSURANCE COMPANY: Farmers

AGENT:

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

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

Kyle Germano
CLAIMANT'S SIGNATURE

FILED IN THE OFFICE
OF THE CITY CLERK
ON 4/23/12

REYNOLDS FORD INC.

Workfile ID: 1034816c
Federal ID: 73072-1547

NOBODY BEATS OUR PRICE- NOT NOW, NOT EVER!
825 N INTERSTATE DR, NORMAN, OK 73069
Phone: (405) 321-2411
FAX: (405) 447-2404

Preliminary Estimate

Customer: GERMANO, KYLE

Insured: GERMANO, KYLE
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
GERMANO, KYLE
1400 ASP AVE
BOX1236 E
NORMAN, OK 73072
(650) 701-6699 Evening

Inspection Location:
REYNOLDS FORD INC.
825 N INTERSTATE DR
NORMAN, OK 73069
Repair Facility
(405) 321-2411 Business

Insurance Company:

VEHICLE

Year:	2000	Body Style:	4D VAN	VIN:	4N2XN11T2YD820810	Mileage In:	
Make:	NISS	Engine:	6-3.3L-FI	License:		Mileage Out:	
Model:	QUEST SE	Production Date:		State:		Vehicle Out:	
Color:	Int:	Condition:		Job #:			

3rd Row Seat	CD Player	Heated Mirrors	Power Steering
Air Conditioning	Clear Coat Paint	Intermittent Wipers	Power Windows
Alarm	Cloth Seats	Keyless Entry	Privacy Glass
Aluminum/Alloy Wheels	Console/Storage	Luggage/Roof Rack	Rear Defogger
AM Radio	Cruise Control	Overdrive	Rear Window Wiper
Anti-Lock Brakes (4)	Driver Air Bag	Passenger Air Bag	Search/Seek
Automatic Transmission	Dual Air Condition	Power Brakes	Steering Wheel Controls
Body Side Moldings	Dual Mirrors	Power Locks	Stereo
Cassette	FM Radio	Power Mirrors	Tilt Wheel

Customer: GERMANO, KYLE

Vehicle: 2000 NISS QUEST SE 4D VAN 6-3.3L-FI

Line		Operation	Description	Qty	Extended Price $	Labor	Paint
1			REAR BUMPER				
2	**	Repl	Qual Repl Parts CAPA Bumper cover	1	349.00	1.5	2.6
3			Add for Clear Coat				1.0
4			LIFT GATE				
5		Repl	Lift gate fixed glass	1	533.00	6.0	4.0
6			Add for Clear Coat				1.6
7		Repl	Nameplate "SE"	1	30.93	0.2	
8		Repl	Finish panel sandstone	1	226.92	Incl.	
9			MISCELLANEOUS OPERATIONS				
10	*	Repl	Cover car/bag	1	5.00	0.2	
11			OTHER CHARGES				
12	#		E.P.C.	1	3.00		
			SUBTOTALS		**1,147.85**	**7.9**	**9.2**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				1,144.85
Body Labor	7.9 hrs	@	$ 45.00 /hr	355.50
Paint Labor	9.2 hrs	@	$ 45.00 /hr	414.00
Paint Supplies	9.2 hrs	@	$ 36.00 /hr	331.20
Other Charges				3.00
Subtotal				2,248.55
Sales Tax	$ 1,476.05	@	8.2500 %	121.77
Grand Total				**2,370.32**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**2,370.32**

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

DO NOT WRITE IN THIS SPACE

Pg 1 of 4

	Y	N
Incident Report	X	
Investigation Completed	X	
Investigation Made at Scene	X	
Photographs		X
Revised		X
Fatality		X
Hit and Run		X

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

COMPLETE

(1) Reporting Agency: NORMAN POLICE DEPARTMENT
Case Number (Agency Use): 2012-054464
Motor Vehicles Involved: 02 | Number Injured: 00 | Number Killed: 00

(2) Date of Collision (mm/dd/yyyy): 04/20/2012 | Time: 2019 | County Number and Name: 14 CLEVELAND
Nearest City or Town Number and Name: In [X] Near [ ] 28 NORMAN

(3) Distance from Nearest City or Town Limits: Mi. [ ] Ft. [ ] N [ ] S [ ] Mi. [ ] Ft. [ ] E [ ] W [ ] | Control # | Int ID | Location | East Grid | North Grid | Administrative

(4) Street, Road or Highway: PRIVATE PROPERTY
Distance from: At [X] Mi. [ ] Ft. [ ] N [ ] S [ ] E [ ] W [ ] of
(Nearest) Intersecting Street, Road or Highway: 2457 CLASSEN BLVD

Unit 01

(5) Unit: 01 | Occupants: 99 | Type: D | Hit & Run: [ ] | CMV: [ ]
Last Name: LEWIS | First: BRIAN | Middle: KEITH | Date of Birth (mm/dd/yyyy): | Sex: M
(6) Address: 2 | City: | State: OK | Zip: 73005 | Telephone (Use Area Code):
(7) Driver License Number: | State: OK | Class: B | Endorsement(s): P | Restriction(s): | Inj. Sev.: 1 | Type of Injury: 0 | Drv./Ped. Cond.: 01 | OP Use: 04
(8) Air Bag: 1 | Ejected: 1 | Extricated: 1 | Test: 5 | (% BAC): 0. | Transported by: | To Medical Facility: | License Plate Number: 9 | State: OK | Month: 02 | Year: 2012
(9) VIN: | Vehicle Year: 2011 | Color: RED | 2nd Color: O | Make: PIER | Model: PUMP | Veh. Conf.: 05 | Extent of Damage: 2
(10) Insurance Verification: 4 | Insurance Company Name: CITY OF NORMAN | Policy Number: | Insurance Telephone (Use Area Code): 4053211600
(11) Vehicle Removed by: | Owner's Last Name: | First: | Middle Initial:
Driver: [X] | Same as Driver: [ ] CITY OF NORMAN
(12) Owner's Address: 221 W BOYD ST | City: NORMAN | State: OK | Zip: 73069 | Oversized Load: 0 | Towed Veh. Type: 00 | Rolled [ ] Burned [ ] | Phone present [X] Phone in use [ ]
(13) Citation Number: | Statute/Ordinance Number: | Citation Number: | Statute/Ordinance Number:

Unit 02

(14) Unit: 02 | Occupants: 00 | Type: C | Hit & Run: [ ] | CMV: [ ]
Last Name: GERMANO | First: KYLE | Middle: CLARK | Date of Birth (mm/dd/yyyy): | Sex: M
(15) Address: 4400 ACE AVE #1234 | City: NORMAN | State: OK | Zip: 73072 | Telephone (Use Area Code): 6507016699
(16) Driver License Number: | State: CA | Class: C | Endorsement(s): | Restriction(s): | Inj. Sev.: 0 | Type of Injury: 0 | Drv./Ped. Cond.: 00 | OP Use: 00
(17) Air Bag: 00 | Ejected: 0 | Extricated: 5 | Test: 0. | (% BAC): | Transported by: | To Medical Facility: | License Plate Number: | State: CA | Month: 03 | Year: 2013
(18) VIN: | Vehicle Year: 2000 | Color: SIL | 2nd Color: O | Make: NISS | Model: QUES | Veh. Conf.: 21 | Extent of Damage: 3
(19) Insurance Verification: 2 | Insurance Company Name: FARMERS | Policy Number: 96 186549522 | Insurance Telephone (Use Area Code): 8552872149
(20) Vehicle Removed by: | Owner's Last Name: | First: | Middle Initial:
Driver: [ ] | Same as Driver: [X]
(21) Owner's Address: | City: | State: | Zip: | Oversized Load: 0 | Towed Veh. Type: 00 | Rolled [ ] Burned [ ] | Phone present [ ] Phone in use [ ]
(22) Citation Number: | Statute/Ordinance Number: | Citation Number: | Statute/Ordinance Number:

(23) Investigating Officer: MCCALLISTER | Badge Number: 1014 | Troop/Div.: | Reviewed by (Init.): TS | Reviewer Badge Number: 9779 | Date of Report (mm/dd/yyyy): 04/20/2012

Unit Type: D Driver, P Pedestrian, X Pedestrian Conveyance, B Bicyclist, Z Other Cyclist, C Parked Car, A Animal, T Train

Injury Severity: 0 N/A, 1 No Injury, 2 Possible, 3 Non-Incapacitating, 4 Incapacitating, 5 Fatal, 9 Unknown

Type of Injury: 0 N/A, 1 Head, 2 Trunk - External, 3 Trunk - Internal, 4 Arms, 5 Legs, 9 Unknown

Driver/Pedestrian Condition: 00 Not Applicable, 01 Apparently Normal, 02 Drinking - Ability Impaired, 03 Odor of Alcohol Beverage, 04 Illegal Drugs, 05 Under the Influence of Medications, 06 Very Tired, 07 Sleepy, 08 Ill (Sick), 09 Dizzy/Faint, 10 Emotional, 11 Other, 99 Unknown

Occupant Protection (OP) In Use: 00 Not Applicable, 01 None Used, 02 Lap Belt Only, 03 Shoulder Belt Only, 04 Shoulder and Lap Belt, 05 Child Restraint Type Unknown, 06 Restraint Used - Type Unknown, 07 Helmet, 08 Child Restraint - Forward Facing, 09 Child Restraint - Rear Facing, 10 Booster Seat, 11 Other, 99 Unknown

Air Bag Deployed: 0 Not Applicable, 1 Not Deployed, 2 Deployed - Front, 3 Deployed - Side, 4 Deployed - Other (knee, air belt, etc.), 5 Deployed - Combination, 9 Deployment Unknown

Ejected: 0 Not Applicable, 1 Not Ejected, 2 Ejected, Partially, 3 Ejected, Totally, 9 Unknown

Extricated: 0 N/A, 1 No, 2 Yes

Chemical Test: 0 N/A, 1 Blood, 2 Breath, 3 Blood/Breath, 4 Test Refused, 5 None Given, 6 Other

Extent of Damage: 0 N/A, 1 None, 2 Minor, 3 Functional, 4 Disabling, 9 Unknown

Insurance Verification: 0 N/A, 1 No, 2 Owner, 3 Operator, 4 Exempt

Oversized Load: 0 N/A, N Not Permitted, P Permitted

Towed Vehicle Type: 00 N/A, 01 Boat Trailer, 02 House Trailer, 03 Farm Trailer, 04 Horse Trailer, 05 Another Vehicle, 06 Utility Trailer, 07 Homemade Trailer, 08 Box Trailer, 09 Stock Trailer, 10 Camping Trailer, 11 Combination, 12 Other, 99 Unknown

WARNING - STATE LAW Use of contents for commercial solicitation is unlawful

DPS-0100-01 REV 0107

Case Number 2012-05464

(24) Unit — Injured ☐ Passenger ☐ Witness ☐ Prop. Owner ☐ — Pos in Veh. — Last Name — First — Middle Initial — Date of Birth (mm/dd/yyyy) — Sex

(25) Address — Same as Driver — City — State — Zip — Telephone (Use Area Code)

(26) Injury Severity / Type — OP Use — Air Bag Ejected — Extricated — Transported by — To Medical Facility — Property Type

(27) Unit — Injured ☐ Passenger ☐ Witness ☐ Prop. Owner ☐ — Pos in Veh. — Last Name — First — Middle Initial — Date of Birth (mm/dd/yyyy) — Sex

(28) Address — Same as Driver — City — State — Zip — Telephone (Use Area Code)

(29) Injury Severity / Type — OP Use — Air Bag Ejected — Extricated — Transported by — To Medical Facility — Property Type

(30) Unit — Injured ☐ Passenger ☐ Witness ☐ Prop. Owner ☐ — Pos in Veh. — Last Name — First — Middle Initial — Date of Birth (mm/dd/yyyy) — Sex

(31) Address — Same as Driver — City — State — Zip — Telephone (Use Area Code)

(32) Injury Severity / Type — OP Use — Air Bag Ejected — Extricated — Transported by — To Medical Facility — Property Type

(33) Unit — Injured ☐ Passenger ☐ Witness ☐ Prop. Owner ☐ — Pos in Veh. — Last Name — First — Middle Initial — Date of Birth (mm/dd/yyyy) — Sex

(34) Address — Same as Driver — City — State — Zip — Telephone (Use Area Code)

(35) Injury Severity / Type — OP Use — Air Bag Ejected — Extricated — Transported by — To Medical Facility — Property Type

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit — Carrier Name — Address

(37) City — State — Zip — GVWR ☐ GCWR ☐ — 0 - 10K lbs. ☐ 10,001 - 26K lbs. ☐ 26K+ lbs. ☐ — Axle Qty. — Cargo Body — Vehicle Use: Interstate Commerce ☐ Intrastate Commerce ☐ Other Non-Commercial ☐ Government ☐

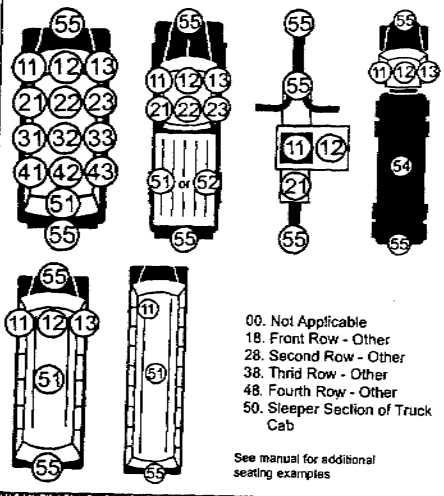
(38) U.S. DOT Number — NASI Report Number: OK — Placard Number — Haz. Mat. Class — Haz. Mat. Involved: Yes ☐ No ☐ — Haz. Mat. Release: Yes ☐ No ☐

(39) Unit — Carrier Name — Address

(40) City — State — Zip — GVWR ☐ GCWR ☐ — 0 - 10K lbs. ☐ 10,001 - 26K lbs. ☐ 26K+ lbs. ☐ — Axle Qty. — Cargo Body — Vehicle Use: Interstate Commerce ☐ Intrastate Commerce ☐ Other Non-Commercial ☐ Government ☐

(41) U.S. DOT Number — NASI Report Number: OK — Placard Number — Haz. Mat. Class — Haz. Mat. Involved: Yes ☐ No ☐ — Haz. Mat. Release: Yes ☐ No ☐

Position in Vehicle



00. Not Applicable
18. Front Row - Other
28. Second Row - Other
38. Thrid Row - Other
48. Fourth Row - Other
50. Sleeper Section of Truck Cab

See manual for additional seating examples

Vehicle Configuration

00. N/A
01. Passenger Veh.-2 Dr
02. Passenger Veh.-4 Dr
03. Passenger Veh. Conv.
04. Pickup
05. Single Unit Truck, 2 axles
06. Single Unit Truck, 3+ axles
07. School Bus
08. Truck/Trailer
09. Truck-Tractor (Bobtail)
10. Truck-Tractor/ Semi-Trailer
11. Truck-Tractor/ Double
12. Truck-Tractor/ Triple
13. Bus/Large Van 9-15 occupants including driver
14. Bus 16+ occupants including driver
15. Motorcycle
16. Motor Scooter/ Moped
17. Motor Home
18. Farm Machinery
19. ATV
20. SUV
21. Passenger Van
22. Truck more than 10,000 lbs., Cannot Classify
23. Van 10,000 lbs. or Less
24. Other
99. Unknown

Cargo Body Type

00. N/A
01. Bus 9-15 seats
02. Bus 16+ seats
03. Van / Enclosed Box / Stock Trailer
04. Cargo Tank
05. Flatbed
06. Intermodal
07. Dump Truck/ Trailer
08. Concrete Mixer
09. Auto Transporter
10. Garbage/Refuse
11. Hopper (grain/ chips/gravel)
12. Pole Trailer
13. Log Trailer
14. Vehicle Towing Vehicle
15. Other
99. Unknown

Case Number 2012-05404

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

	Unit	Total Lanes in Roadway	Legal Speed	Pedestrian / Pedalcyclist Only: Actions Prior to Collision	Location at Time of Collision	Safety Equip.	Unit Number of Vehicle Striking
This unit will correspond to 'Unit 1'	01	00	00				
This unit will correspond to 'Unit 2'	02	00	00				

Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section) Yes ☐ No ☒

Type of Work Zone
1 Lane Closure
2 Lane Shift/Crossover
3 Work on Shoulder or Median
4 Intermittent or Moving Work
9 Unknown

Location of the Work Zone Collision
1 Before the First Work Zone Warning Sign
2 Advance Warning Area
3 Transition Area
4 Activity Area
5 Termination Area
9 Unknown

Workers Present Yes ☐ No ☐ Unknown ☐

Light 5
1 Daylight
2 Dark-Not Lighted
3 Dark-Lighted
4 Dawn
5 Dusk
6 Dark-Unknown Lighting
7 Other
9 Unknown

Weather 01
01 Clear
02 Fog/Smog/Smoke
03 Cloudy
04 Rain
05 Snow
06 Sleet/Hail (Freezing Rain/Drizzle)
07 Severe Crosswind
08 Blowing Snow
09 Blowing Sand, Soil, Dirt
10 Other
99 Unknown

Locality 1
1 Residential
2 Business
3 Industrial
4 School
5 Not Built-up
6 Mixed Use
7 Other
9 Unknown

Type of Intersection 0
0 Not an Intersection
2 Y-Intersection
3 T-Intersection
4 Four-Way Intersection
5 Five-Point or More
6 Intersection as Part of Interchange
7 Traffic Circle
8 Roundabout
9 Unknown

Incident Type 51
00 Not an Incident
51 Private Property
52 Deliberate Intent
53 Medical Condition
54 Legal Intervention
55 Suicide
57 Drowning
58 Other

Location of First Harmful Event 07
01 On Roadway
02 Shoulder
03 Median
04 Roadside
05 Gore
06 Separator
07 Parking Lane/Zone
08 Off Roadway, Location Unknown
09 Outside Right-of Way
10 Other
99 Unknown

	Unit 1	Unit 2
What Vehicle Was Going to Do	11	13
What Vehicle Did	11	13
Visibility Obscured by	15	00
Driver Distracted by	0	0

What Vehicle Was Going to Do
00 Not Applicable
01 Go Ahead
02 Turn Left
03 Turn Right
04 Make "U" Turn
05 Stop
06 Slow for Cause
07 Start from Park/Stop
08 Change Lanes
09 Overtake
10 Pass
11 Back
12 Remain Stopped
13 Remain Parked
14 Enter/Merge in Traffic
15 Negotiate a Curve
16 Park
17 Other
99 Unknown

What Vehicle Did
00 Not Applicable
01 Went Ahead
02 Turned Left
03 Turned Right
04 Entered "U" Turn
05 Stopped
06 Slowed
07 Started From Park/Stop
08 Entered Other Lane
09 Overtaking
10 Passing
11 Backed
12 Remained Stopped
13 Remained Parked
14 Entered/Merged
15 Departed Rdwy-Right
16 Departed Rdwy-Left
17 Swerved Right
18 Swerved Left
19 Parked
20 Other
99 Unknown

Visibility Obscured by
00 Not Applicable
01 Trees
02 Embankment
03 Building
04 Signs
05 Parked Vehicles
06 High Weeds
07 Fences
08 Shrubbery
09 Ice, Snow or Frost on Windows
10 Smoke
11 Fog
12 Dust
13 Rain
14 Sun
15 Other
99 Unknown

Driver Distracted by
0 Not Applicable/None
1 Electronic Communication Devices
2 Other Electronic Device
3 Other Inside Vehicle
4 Other Outside Vehicle
9 Unknown

	Unit 1	Unit 2
Underride/ Override		
Traffic Control	00	00
Road Surface Conditions	01	01
Road Character		
Grade	1	1
Road Alignment	1	1
Road Surface Type	1	1

Underride/ Override
0 Not Applicable
1 No Underride or Override
2 Underride, Compartment Intrusion
3 Underride, No Compartment Intrusion
4 Underride, Compartment Intrusion Unknown
5 Override, Motor Vehicle in Transport
6 Override, Other Motor Vehicle
9 Unknown

Traffic Control
00 No Control
01 Stop Sign
02 Traffic Signal
03 Flashing Traffic Signal
04 School Zone Signs
05 Yield Sign
06 Warning Sign
07 Railroad Advance Warning Sign
08 Railroad Cross Bucks
09 Railroad Gates
10 Railroad Signal
11 No Passing Zone
12 Person (including flagger, law enforcement, crossing guard, etc.)
13 Abnormal Control
14 Other
99 Unknown

Road Surface Conditions
01 Dry
02 Wet
03 Ice/Frost
04 Snow
05 Mud, Dirt, Gravel
06 Slush
07 Water (standing, moving)
08 Sand
09 Oil
10 Other
99 Unknown

Road Character

Grade
1 Level
2 Hillcrest
3 Uphill
4 Downhill
5 Sag (bottom)

Road Alignment
1 Straight
2 Curve - Left
3 Curve - Right

Road Surface Type
1 Concrete
2 Asphalt
3 Gravel
4 Dirt
5 Brick
6 Other
9 Unknown

Trafficway Unit 1: 8, Unit 2: 8
0 Not Applicable
1 One Way
2 Two-Way - Not Divided
3 Two-Way - Divided
4 Two-Way - Divided - Positive Median Barrier
5 Turn Lane
6 Ramp / Loop
7 Driveway
8 Alley / Parking Lot
9 Unknown

Vehicle Removal Unit 1: 4, Unit 2: 3
0 Not Applicable
1 Towed Due to Vehicle Damage
2 Towed For Reasons Other Than Damage
3 Remained at Scene
4 Driven from Scene
9 Unknown

Vehicle Condition Unit 1: 01, Unit 2: 01
00 Not Applicable
01 Apparently Normal
02 Brakes
03 Headlights
04 Steering
05 Tail Lights
06 Brake Lights
07 Tires/Wheels
08 Suspension
09 Signal lights
10 Windows
11 Truck Coupling/Trailer Hitch/Safety Chains
12 Mirrors 15 Other
13 Wipers 99 Unknown
14 Power Train

Special Function of Vehicle Unit 1: 11, Unit 2: 00
00 Not Applicable
01 School Bus
02 Transit Bus
03 Intercity Bus
04 Charter Bus
05 Other Bus
06 Military
07 OHP
08 Other Police
09 Other Law Enforcement
10 Ambulance
11 Fire Truck
12 Public Owned Vehicle
13 Highway Equipment
14 Special Mobilized Machine
15 Other 99 Unknown

Emergency Vehicle Responding to an Emergency Unit 1: 2, Unit 2: 0
0 N/A 2 No
1 Yes 9 Unknown

Unsafe / Unlawful Contributing Factors Unit 1: 00, Unit 2: 00

FAILED TO YIELD
01 From Stop Sign
02 From Yield Sign
03 Private Drive
04 County Road at Through Highway
05 From Signal Light
06 From Alley
07 To Pedestrian
08 To Vehicle on Right
09 To Vehicle in Intersection
10 To Emergency Vehicles
12 Other

FOLLOWED TOO CLOSELY
13 Human Element
14 Traffic Condition
15 Weather Condition

UNSAFE SPEED
16 Driver's Ability (Aged)
17 Inexperienced Driver - Young
18 Exceeding Legal Limit
19 For Traffic Conditions
20 For Type of Roadway (Gravel, Dirt, etc.)
21 For Ice or Snow on Roadway
22 Rain or Wet Roadway
23 Wind
24 Other Weather Conditions
25 Vehicle Condition
26 View Obstruction
27 On Curve/Turn
28 Impeding Traffic
29 Other

IMPROPER TURN
30 From Wrong Lane
31 From Direct Course
32 Right
33 Left
34 Turn About/U-Turn
35 To Enter Private Drive
36 In Front of Oncoming Traffic
37 Other
38 **CHANGED LANES UNSAFELY**
39 **STOPPED IN TRAFFIC LANE**

FAILED TO STOP
40 For Stop Sign
41 For Traffic Signal
42 For School Bus
43 For Railroad Gates/ Signal
44 For Officer/Flagman
45 At Sidewalk/Stopline
46 Other

UNSAFE VEHICLE
47 Brakes
48 Steering
49 Tires
50 Suspension
51 Headlights
52 Tail Lights
53 Stop Lights
54 Wheel
55 Exhaust System
56 Windshield Wipers
57 Other Mechanical Defects

LEFT OF CENTER
58 In Meeting
59 No Passing Zone (Unmarked)
60 Marked Zone
61 Other

IMPROPER OVERTAKING
62 In Marked Zone
63 On Hill/Curve
64 At Intersection
65 Without Sufficient Clearance
66 Other

IMPROPER PARKING
67 On Roadway
68 Where Prohibited
69 Other

INATTENTION
70 Distracted by Passenger in Vehicle
71 Other Distraction Inside Vehicle
72 Distraction From Outside Vehicle
73 Other

WRONG WAY
74 On One Way
75 On Exit Ramp
76 On Entrance Ramp
77 Other

IMPROPER START FROM
78 Parked Position
79 Other
80 **ALCOHOL-DUI/DWI**
81 **DRUG-DUI**

OTHER IMPROPER ACT/ MOVEMENT
82 Failed to Signal
83 Disregarded Warning Signal
84 Improper Use of Lane
85 Improper Backing
86 Apparently Sleepy
87 Failed to Secure Load
88 Other/Unknown

UNKN./NO IMPROPER ACT
89 Deer in Roadway
90 Animal in Roadway
91 Domestic Animal in Rdwy
92 Avoiding Other Vehicle
93 Avoiding Pedestrian
94 Object/Debris in Roadway
95 Defect in Roadway
96 Abnormal Traffic Control
97 Improper Bicyclist Action
98 **NO IMPROPER ACTION BY DRIVER**
99 **PEDESTRIAN ACTION**

Point of First Contact on Vehicle Unit 1: 01, Unit 2: 06

Most Damaged Area Unit 1: 01, Unit 2: 06

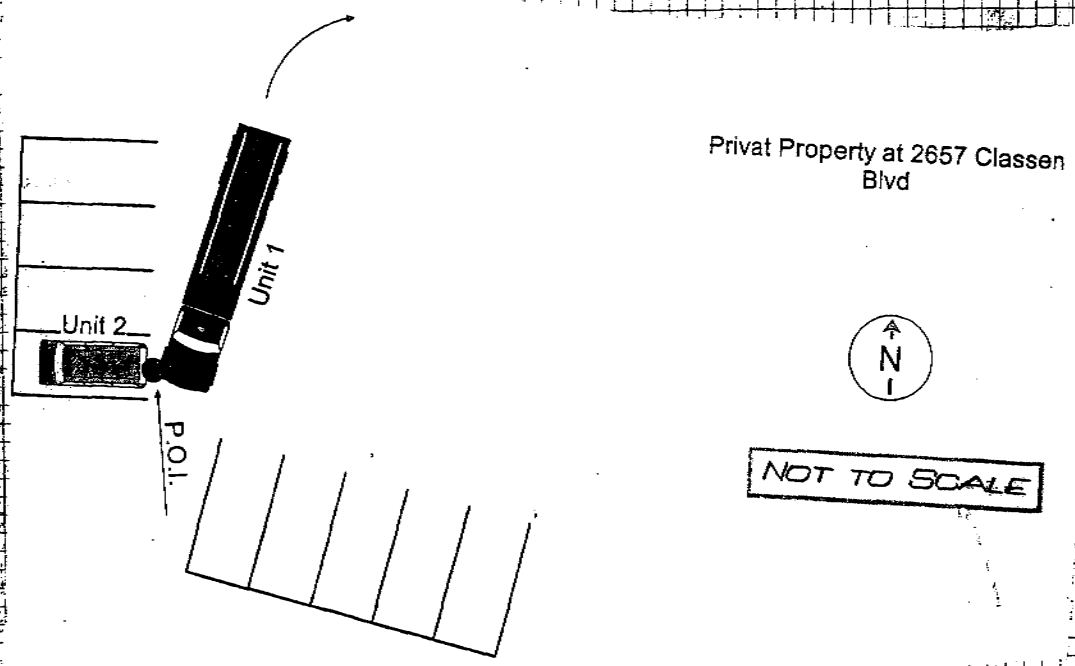
00 Not Applicable 14 Undercarriage
13 Top 99 Unknown

Case Number 2012-05464

Latitude N Longitude W Railroad Crossing Number

Roadway Orientation Unit Number 01 NE SW S Unit Number 02 NE SW N

Indicate North by Arrow



COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	First Harmful Event for the Entire Collision
01	35	00	00	00	35	34
02	34	00	00	00	34	

00 Not Applicable
10 Overturn/Rollover
11 Fire/Explosion
12 Immersion
13 Jackknife
14 Cargo/Equipment Loss or Shift
15 Equipment Failure (Blown Tire, Brake Failure, etc.)
16 Separation of Units
17 Departed Road Right
18 Departed Road Left
19 Cross Median/Centerline
20 Downhill Runaway
21 Fell/Jumped From Motor Vehicle
22 Thrown Or Falling Object
23 Other Non-Collision

PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:

30 Pedestrian
31 Pedal Cycle
32 Railway Vehicle (train, engine)
33 Animal
34 Motor Vehicle in Transport
35 Parked Motor Vehicle
36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle
37 Work Zone/Maintenance Equipment
38 Other Non-Fixed Object

FIXED OBJECT:

40 Barrier (Cable)
41 Barrier (Concrete)
42 Barrier (Other)
43 Fence Pole
44 Fence
45 Traffic Signal Support
46 Traffic Sign Support
47 Utility Pole/Light Support
48 Other Post/Pole/Support
49 Guardrail/Guardrail Face
50 Guardrail End
51 Culvert
52 Curb
53 Island
54 Sand Barrels
55 Impact Attenuator/ Crash Cushion
56 Pavement Drop-Off
57 Ditch
58 Embankment
59 Tree (Standing)
60 Dividing Strip
61 Retaining Wall
62 Bridge Abutment
63 Bridge Pier or Support
64 Bridge Rail
65 Bridge Post
66 Bridge Curb
67 Bridge Super Structure (Beams)
68 Bridge Overhead Structure
69 Delineator
70 Mailbox
71 Other Fixed Object
72 Other Highway Structure
73 Ground
99 Unknown

Remarks

U1 WAS BACKING TO PERFORM A TURN TO EXIT THE PARKING LOT. U2 WAS PARKE WEST OF U1. U1 BACKED N/W ALONG EAST SIDE OF PARKING LOT. AS U1 BACKE & TURNED WHEEL, U1'S FRONT RIGHT BUMPER STRUCK THE REAR DOOR OF U2.

This report is based on the officer's investigation of this collision. This report may contain the opinion of the officer.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-54

File ID:	K-1213-54	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 16	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$27,600.00	**File Created:**	08/13/2012
File Name:	K-1213-54 Reycling of Effluent Report			**Final Action:**	

Title: CONTRACT NO. K-1213-54: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND ALAN PLUMMER ASSOCIATES, INC., IN THE AMOUNT OF $27,600 TO PREPARE AN ENGINEERING REPORT FOR RECYCLING OF TREATED WASTEWATER EFFLUENT AT THE YARD WASTE COMPOSTING FACILITY AND AT A PROPOSED TRUCK WASHING FACILITY.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Contract No. K-1213-54 with Alan Plummer Associates, Inc., in the amount of $27,600; and, if accepted authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 16

Attachments: Text File K-1213-54, K-1213-54, PR Alan Plummer

Project Manager: Mark Daniels, Utilities Engineer

Entered by: mark.daniels@normanok.gov **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-54

Body

BACKGROUND: The City of Norman and the Norman Utilities Authority (NUA) have been working to better utilize our water resources for many years. In March 1995, the University of Oklahoma (OU), in cooperation with the NUA, obtained a permit from the Oklahoma Department of Environmental Quality (DEQ) to land apply (irrigate) treated wastewater effluent to over 100 acres at the OU golf course. This process has continued to the present day with the NUA providing approximately 94 million gallons (MG) of treated effluent to OU during 2011.

The Wastewater Master Plan (WWMP), initiated in January 1999, considered options to construct advanced wastewater treatment facilities discharging to the Little River and eventually into Lake Thunderbird. The NUA realized this option was not viable at the time due to regulatory constraints and the need for educational efforts and community discussion prior to determining if indirect potable reuse of treated wastewater was a desirable option. The DEQ, the Oklahoma Water Resources Board (OWRB) and the Central Oklahoma Master Conservancy District (COMCD) would all have to be convinced of the viability of this option. The WWMP was adopted in November 2001.

In April 2009, the NUA completed non-potable water system improvements at the Water Reclamation Facility (WRF) that allow treated effluent, rather than potable water, to be reused in the various treatment processes. During 2011, almost 190 MG of effluent was recycled reducing potable water needs by an average of almost 0.52 million gallons per day (MGD).

During 2010, the NUA presented a series of eight public information meetings in preparation for a citywide vote to increase water rates. The Water Forum meetings began in January and ended in April 2010. The forums discussed, among many topics, our existing water supplies, expected water demands, alternatives to help meet those demands, and project financing. Two important aspects of the discussion were the need to have a sustainable water supply and the need to reduce summertime demand peaks by reducing the amount of potable water used for irrigation purposes. We discussed the possibility of reclaiming treated wastewater for reuse in Norman, rather than discharging to the Canadian River. We discussed our non-potable reuse program where effluent is utilized for irrigation purposes at the OU Golf Course, and the need to expand this program to other golf courses, community parks and other non-potable industrial uses.

In FYE 2010, the NUA first budgeted funds for the Effluent Truck Wash (WW0050) and in FYE 2011 for Effluent Reuse at the Compost Facility (WW0058). However, these projects have not yet moved forward as DEQ regulations did not allow effluent reuse in areas with potential public contact.

Recently, the DEQ amended Oklahoma Administrative Code (OAC) 252:656, Water Pollution Control Facility Construction Standards, to define five categories of reclaimed water, identified allowable uses for each category, and mandated certain treatment processes for each category with the exception of Category 1, indirect/direct potable reuse. The DEQ also promulgated OAC 252:657, Water Reuse, to define operational requirements for reclaimed water categories 2, 3, 4 and 5. All of these rules became effective July 1, 2012.

DISCUSSION: Alan Plummer Associates, Inc. (APAI) was selected by the COMCD for the Lake Thunderbird Water Reuse Feasibility Study; this report evaluates importation of out-of basin water into Lake Thunderbird, as well as reuse of treated wastewater as a sustainable water supply. In addition, Ellen McDonald, PhD, and the Principal-in-Change at APAI is a consultant working with DEQ to promulgate reuse regulations in the State of Oklahoma. Staff believes APAI is well qualified to prepare the ER and obtain DEQ approval for these two projects.

Contract K-1213-54 will authorize APAI to prepare an engineering report (or reports) as the first step in permitting effluent reuse for irrigation at the existing Yard Waste Composting Facility and for washing city vehicles at a proposed automated truck wash facility near the WRF. Under DEQ regulations, Category 3 water is required for the compost facility and Category 2 reclaimed water is

required for the truck wash. APAI will prepare documentation in support of these uses, meet with the DEQ, and submit an engineering report for both projects. The attached contract further details the work scope and requires submission of the engineering report to DEQ within 18 weeks at a lump sum cost of $27,600.

Upon approval of the engineering report and if the projects are shown to be cost effective, staff will request NUA approval to complete construction drawings and specifications for the two projects.

The Fiscal Year Ending 2013 (FYE13) budget includes funds totaling $56,000, including $38,000 from Effluent Truck Wash Design (WW0050) and $18,000 from Effluent Reuse at the Compost Facility Design (WW0058). The proposed fee of $27,600 will be prorated based on the current funding ratio with $18,700 from design account 032-9911-432.61-01, Effluent Truck Wash (WW0050), and $8,900 from design account 032-9911-432.61-01, Effluent Reuse at the Compost Facility (WW0058).

RECOMMENDATION: Staff recommends that the NUA approve Contract K-1213-54 with Alan Plummer Associates, Inc. for $27,600 with funding as indicated above.

AGREEMENT

FOR

ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and ALAN PLUMMER ASSOCIATES, INC., (ENGINEER);

WITNESSETH

WHEREAS, OWNER requests and authorizes ENGINEER to perform engineering services and permitting support for providing reclaimed water to a composting facility and truck-washing facility as described in Attachment B.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

ENGINEER shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER

ENGINEER shall perform the SERVICES described in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay ENGINEER in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS), location and property boundaries of each potential reclaimed water user, historical water usage information, projected future reclaimed water demands, layout and design of existing water systems at each facility, WWTP facilities to be used for treatment and delivery of reclaimed water, and relevant WWTP engineering reports. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. ENGINEER may make permanent copies for his files of maps or reports or other hard copy information provided by the OWNER, but must return the originals to the OWNER within a reasonable time period.

6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES.

6.3. Timely Review: OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.

6.4. Meetings: OWNER will participate in one progress meeting with ENGINEER and one meeting with ENGINEER and ODEQ as defined in Scope of Services.

6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or

federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's SERVICES or PROJECT construction.

6.6. Hazardous Substances: If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

ARTICLE 7 - STANDARD OF CARE

ENGINEER shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ENGINEER shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

8.2 Indemnification. ENGINEER and OWNER each agrees to defend, indemnify and hold harmless each other, it's agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of ENGINEER and OWNER, such liability shall be borne by each party in proportion to it's own negligence.

8.3 Employee Claims. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.

8.4 Consequential Damages. To the fullest extent permitted by law, ENGINEER shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.

8.5 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT ENGINEER shall maintain the following insurance:

9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.

9.2 Comprehensive general liability insurance with a minimum of $500,000 per accident for bodily injury or death and $25,000 per occurrence for property damage.

9.3 Comprehensive automobile liability insurance with a minimum of $500,000 per accident for bodily injury or death and $25,000 for property damage.

9.4 Professional Liability (errors and omissions) insurance with a minimum policy value of $1,000,000.

ENGINEER shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and ENGINEER as additional insured on their General Liability Insurance policies.

ENGINEER and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and ENGINEER to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since ENGINEER has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, ENGINEER's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual PROJECT costs will not vary from ENGINEER's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request ENGINEER shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by ENGINEER pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

ARTICLE 13 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to ENGINEER. ENGINEER shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay ENGINEER for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ENGINEER's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor ENGINEER shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or

federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or ENGINEER under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE I5 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

ENGINEER: Ellen McDonald, Ph.D., P.E.
Alan Plummer Associates, Inc.
1320 S. University Drive, Suite 300
Ft. Worth, TX 76107

OWNER: Mark Daniels, P.E.
Norman Utilities Authority
P.O. Box 370
Norman, OK 73070

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and OWNER.

ARTICLE 16 - WAIVER

A waiver by either OWNER or ENGINEER of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A—Schedule
Attachment B--Scope of Services
Attachment C--Compensation

ARTICLE 19 - SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors,

officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this _____ day of _____ 20_____.

Alan Plummer Associates, Inc. - ENGINEER

ATTEST

By: Ellen T. McDonald — Debbie Holt

Title: Principal — Admin Assist

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 17 day of August, 2012.

City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 20_____.

ATTEST

By: _____ _____

Title:

Chariman_____ Secretary_____

ATTACHMENT A

SCHEDULE

Task	Task Description	Time after Notice to Proceed
1a	City will provide APAI with requested data.	2 weeks
1b	APAI will review information received and determine if more is needed.	3 weeks
1c	APAI site visit of composting and truck-washing facilities.	4 weeks
1d	Meeting with City (at time of site visit).	4 weeks
2	APAI will identify potential conceptual treatment strategies that will meet Category 2 reclaimed water requirements at truck-washing facility.	6 weeks
3	Attend a meeting with ODEQ to discuss reclaimed water projects and verify submittal requirements for permitting.	8 weeks
4	Conceptual design of treatment and conveyance facilities, including opinions of probable capital and O&M costs for truck-washing treatment facilities.	12 weeks
5a	Prepare engineering report(s).	15 weeks
5b	City comments on engineering report(s).	17 weeks
5c	APAI will submit final report to City and to ODEQ for review.	18 weeks
5d	APAI will respond to ODEQ questions as needed on the engineering report(s) and will prepare necessary modifications as required by ODEQ.	TBD

ATTACHMENT B

SCOPE OF SERVICES

ENGINEER shall perform the following SERVICES under this AGREEMENT:

1. Review information related to each potential reclaimed water user (composting facility and truck-washing facility) and the Norman WWTP facilities to be provided to APAI by the City. Information will include location and property boundaries of each user, historical water usage information, projected future reclaimed water demands, layout and design of existing water systems at each facility, WWTP facilities to be used for treatment and delivery of reclaimed water, relevant WWTP engineering reports, etc. Attend one site visit of the facilities. Identify additional information requirements needed for permitting and provide a list of additional information needs to the City.

2. For the truck-washing facility, identify potential conceptual treatment strategies that could be used to meet Category 2 water quality requirements for this facility.

3. Prepare for and attend a meeting with ODEQ to discuss the reclaimed water projects and verify submittal requirements for permitting. Discuss potential alternative treatment strategies identified in Task 2 for the truck-washing facility.

4. Perform conceptual design of new treatment and conveyance facilities needed to support the reclaimed water projects. Information developed will be to a level of detail needed to provide information required for the engineering report described in Task 5. Planning level opinions of probable capital and O&M costs will be prepared for potential truck-washing system treatment facilities to assist the City in evaluating the feasibility of implementing this project.

5. Prepare an engineering report that meets the requirements of ODEQ Construction Standards: 252:656-3-4 (b) for reclaimed water. Due to the different reclaimed water quality required and depending on the outcome of discussions with ODEQ, a separate report may be prepared for each user. Draft copies of the report(s) in electronic format will be provided to the City for review and comment. Following incorporation of comments, two final documents will be prepared and submitted to ODEQ. Two printed final copies of the report will also be provided to the City, in addition to an electronic copy.

6. Respond to questions or comments from ODEQ related to content of the engineering report(s). Prepare any necessary modifications to the report(s) as required by ODEQ.

ATTACHMENT C

COMPENSATION

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services.

Task	Task Description	Lump Sum Amount
1	Gather and review information.	$4,900
2	Identify treatment strategies for truck-washing facility.	$3,500
3	Meeting with ODEQ.	$3,400
4	Conceptual design of facilities.	$7,700
5	Prepare engineering report(s).	$7,000
6	Reimburseable expenses	$1,100
	Total Fee	$27,600

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

PURCHASE REQUISITION NBR: 0000205731

STATUS: DIVISION APPROVAL
REQUISITION BY: WEBB G REASON: ENGINEERING REPORT DATE: 8/15/12

SHIP TO LOCATION: P W - UTILITIES DIRECTOR SUGGESTED VENDOR: ALAN PLUMMER ASSOCIATES INC DELIVER BY DATE: 9/30/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	EFFLUENT TRUCK WASH COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENGINEERING CONSULTING	18700.00	DOL	1.0000	18700.00	
2	EFFLUENT REUSE AT THE COMPOST FACILITY COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENGINEERING CONSULTING	8900.00	DOL	1.0000	8900.00	

REQUISITION TOTAL: 27600.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	03299114326101	Capital Projects Construction	WW0050 WWTP Effluent Truck Wash	100.00	18700.00
2	03299114326101	Capital Projects Construction	WW0058 WWTP Effluent Reuse @ CF	100.00	8900.00
					27600.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTRACT K-1213-54 CONTINGENT ON NUA APPROVAL
8-28-12.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-55

File ID:	K-1213-55	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 17	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	08/27/2012
File Name:	K-1213-55 ODOT Maint Agmt Jenkins & Stinson Signals			**Final Action:**	

Title: CONTRACT NO. K-1213-55: A RIGHT-OF-WAY, PUBLIC UTILITY, AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214A(009)AG, JOB NO. 29262(04), FOR THE JENKINS AVENUE AND STINSON STREET TRAFFIC SIGNAL PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-34.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-55 with ODOT; and, if approved, adopt Resolution No. R-1213-34 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 17

Attachments: Text File K-1213-55, Contract K-1213-55.pdf, Location Map - Jenkins & Stinson.pdf

Project Manager: Angelo Lombardo, Traffic Engineer

Entered by: julie.shelton@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-55

Body

BACKGROUND: The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately $15 Million in Federal funds per year for the implementation of eligible transportation improvements in the

Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

New traffic signals along federal functionally classified roads are eligible for 100% federal funding. On November 22, 2011, City Council approved resolution R-1112-69 requesting federal funds for the installation of a new traffic signal at the intersection of Jenkins Avenue and Stinson Street. The project was submitted to the Association of Central Oklahoma Governments (ACOG) with a request to amend the Federal Fiscal Year 2012 Element of the Regional Transportation Improvement Plan (TIP). This request was approved in June of 2012 by both the Intermodal Technical and Policy Committees of ACOG.

The need to signalize this intersection had been anticipated for a number of years with actual traffic volumes reaching the minimum threshold levels required for justification in January of 2012.

The intersection is also part of the recently added bike route that connects the Research Campus south of Constitution Street with the Main Campus. For this reason, the University of Oklahoma agreed to fund and hire an engineering firm for the design of the project. The federal funds secured by staff, which provide 100% of the construction cost, and the University of Oklahoma's willingness to pay for the design services, will allow the project to be implemented without using any City funds.

DESCRIPTION: One of the conditions outlined in the programming resolution describes the City's willingness to undertake the process for acquisition of right-of-way, relocation of public utilities, and removal of encroachments, when and if applicable. Although there will be no additional right-of-way, utility relocations or encroachment removal associated with this project, the Oklahoma Department of Transportation (ODOT) still requires the execution of a project agreement. For this purpose, ODOT has prepared a Right-of-Way, Public Utility, and Encroachment agreement. We have been asked to approve it with the adoption of a resolution. The agreement addresses the responsibilities of both the City and the Oklahoma Department of Transportation in the unlikely event that such activities may be necessary to complete the project. The City Attorney has reviewed and approved its content.

RECOMMENDATION: Staff recommends approval of contract No. K-1213-55 and resolution R-1213-34 with ODOT for the acquisition of right-of-way, relocation of utilities and removal of encroachments associated with the Jenkins Avenue and Stinson Street Traffic Signal project.

29262 agrmnt.wpd

Population 110,925

RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT

This Agreement, made and entered into this ___ day of _____, 20___, by and between the City of Norman, Cleveland County, Oklahoma, hereinafter called the City and the Department of Transportation of the State of Oklahoma, hereinafter called the Department,

Witnesseth:

That for and in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

In connection with the location and improvement of a portion of the City Street System within the corporate limits of the City, now designated as Traffic Signal at the Intersection of Jenkins Ave. and Stinson St. in Norman, under plans and specifications for STPG-214A(009)AG, J/P 29262(04) Const., (03) Util., (02) R/W.

WHEREAS, legislative authorization and the rules, regulations, and policies of the Department provide the basis of cooperation between the parties to effect such highway improvements.

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway, acknowledges receipt of and adopts the plans for said project as the official grade and drainage plans of the Underwriter for the streets, boulevards, or arterial highway included therein. Further, and in addition to the provisions contained elsewhere herein, City hereby grants to the Department access to and the use of all rights-of-way belonging to or controlled by the City and City shall not permit the vacation of any such street, alley or other rights-of-way without the prior written approval of Chief, Right of Way & Utilities Division, Department of Transportation, State of Oklahoma.

2. That prior to the advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

   (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.

   (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.

   (c) Prohibit parking on that portion of the project within the corporate limits of the Local Public Agency.

   (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.

   (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

3. That City will:

   (a) Determine and locate, with the Department's approval, a detour route over existing city streets, if a re-routing of traffic or a detour is necessary during the period of construction.

   (b) Be responsible during or subsequent to construction, for all costs for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.

   (c) Be responsible for all costs for repairs or maintenance to any City street, during or subsequent to construction, which results from additional traffic where construction is performed under traffic.

(d) To the extent permitted by the ***Oklahoma Governmental Tort Claims Act***, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, it's officers and employees, and shall process and defend at it's own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the ***Oklahoma Governmental Tort Claims Act***, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.

e) Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality(ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2002, or latest revision, to secure a storm water permit with the ODEQ, for utility relocations when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans

4. That subsequent to the construction of said project, City will:

(a) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.

(b) Erect, maintain, and operate traffic control signals, including speed limit and traffic control signs, only in accordance with 47 OS 2001, Section 15-104, 15-105 and 15-106, and subject to the approval, direction and control of the Department.

(c) Regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping, and turns, in accordance with 47 OS 2001, 15-104, et seq. and to make no changes in the provisions thereof without the approval of the Department.

(d) Maintain all that part of said project within the corporate limits of the City.

(e) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way & Utilities Division for the Department shall be required before any sale is made.

5. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.

6. That it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

7. To acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project.

(a) Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.

(b) Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.

(c) That as a condition to receiving any Federal Financial Assistance from the Department, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252.42 U.S.C. 2000d-35 seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of federally-assisted Program of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

8. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the City will provide and be responsible for the Relocation Assistance Program and for all costs associated with the relocation assistance payments. The Department, upon request, will supply a list of service providers who have been prequalified to administer the Relocation Assistance Program. The City agrees to employ a service provider from the Department's prequalified list or advise the Department in writing that their in-house personnel have the knowledge, skills, & abilities to effectively manage the Relocation Assistance Program. The City agrees to comply with all applicable rules, regulations, statues, policies and procedures of both the United States and the State of Oklahoma and specifically The Uniform and Relocation Assistance and Real Property Acquisition Act, 49 CFR 24. The City agrees to create & seat a Relocation Assistance Program Appeals Board pursuant to 49 CFR Sec. 24.10 or submit a written request to the Department requesting that the Department function in such capacity on behalf of the City. Before any relocation assistance payments are made by the City, all files with parcels requiring relocation assistance shall be submitted to the Department for audit & compliance review by the Department. The Department shall be notified in writing within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire, ect. shall be addressed to Acquisition Branch, Right-of-Way & Utilities Division, Oklahoma Department of Transportation, 200 N.E. 21st Street, Oklahoma City, Oklahoma 73105.

IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the City agrees to construct said project in accordance with said plans and specifications; provided that the right to review and approve and to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the ___ day of _____, 20__, and the State on the ___ day of _____, 20__.

ATTEST:

CITY OF NORMAN

_____
City Clerk

_____
Mayor

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 7/31/12

REVIEWED AND APPROVED AS TO FORM AND LEGALITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

_____
Chief, Legal Division (ODOT)

_____
Director

RESOLUTION

WHEREAS, it appearing reasonable and necessary for the CITY OF NORMAN , CLEVELAND COUNTY, OKLAHOMA, to execute a Right-of-Way, Public Utility and Encroachment Agreement in connection with the construction of a public project known as STPG-214A(009)AG, J/P 29262(04), in accordance with the terms and tenor of 69 O.S. 2001, Sections 1205, 1206, 1401 and 1403.

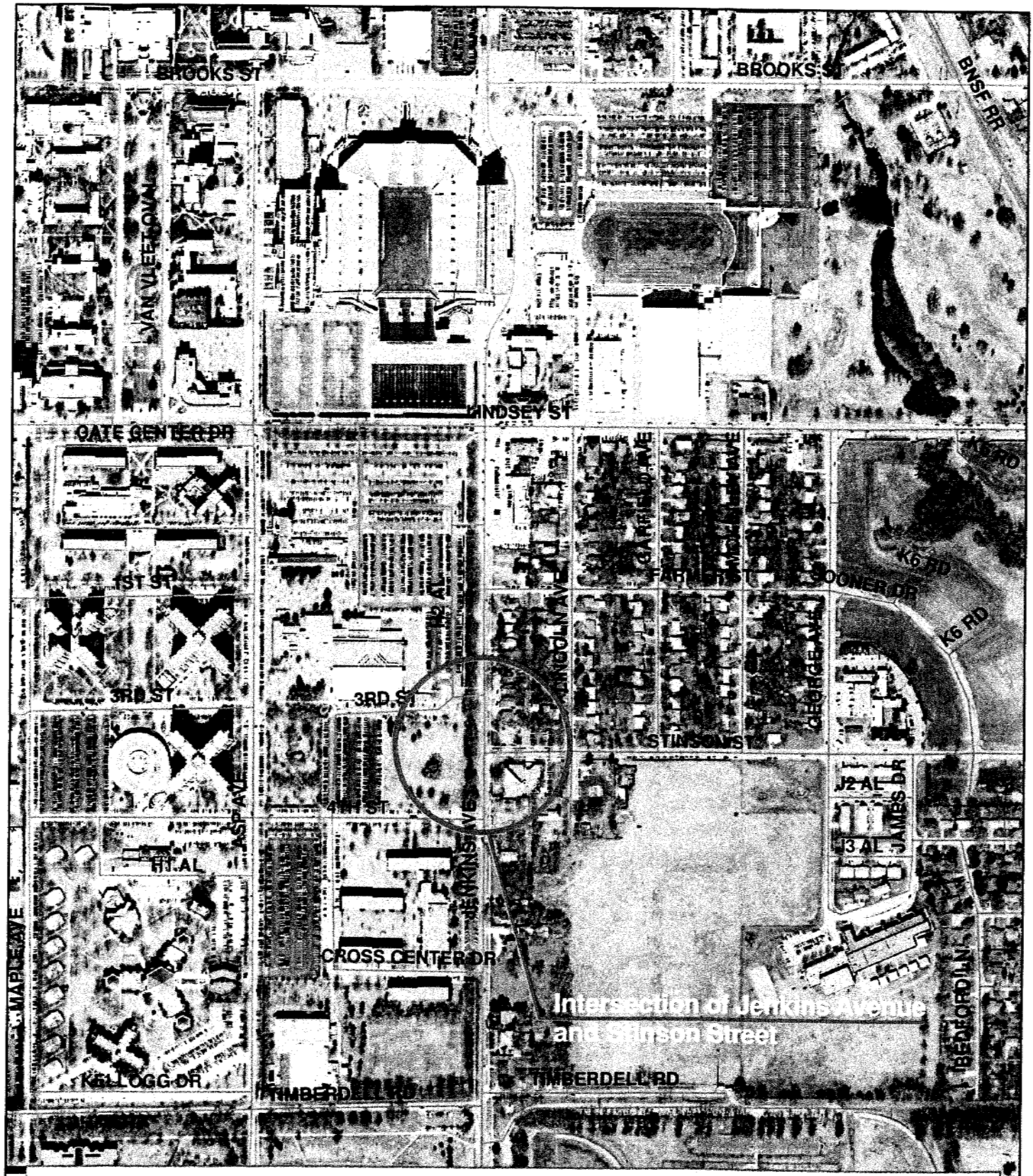
NOW, THEREFORE, BE IT RESOLVED by the CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, sitting in regular session that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:

CITY CLERK

MAYOR

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE _____



Location Map

Intersection of Jenkins Avenue and Stinson Street

1 inch equals 500 feet

0 125 250 500 Feet

N W E S

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-58

File ID:	K-1213-58	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 18	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	08/27/2012
File Name:	K-1213-58 Maint Agreemt ODOT Jenkins/Stinson Signal			**Final Action:**	

Title: CONTRACT NO. K-1213-58: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214A(009)AG, JOB NO. 29262(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF JENKINS AVENUE AND STINSON STREET AND ADOPTION OF RESOLUTION NO. R-1213-38.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-58 with ODOT; and, if approved, adopt Resolution No. R-1213-38 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 18

Attachments: Text File K-1213-58, Attachment 1.pdf, Contract K-1213-58.pdf, Location Map - Jenkins & Stinson.pdf

Project Manager: Angelo Lombardo, Traffic Engineer

Entered by: julie.shelton@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-58

Body

BACKGROUND: The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately $15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

New traffic signals along federal functionally classified roads are eligible for 100% federal funding. On November 22, 2011, City Council approved resolution R-1112-69 requesting federal funds for the installation of a new traffic signal at the intersection of Jenkins Avenue and Stinson Street. The project was submitted to the Association of Central Oklahoma Governments (ACOG) with a request to amend the Federal Fiscal Year 2012 Element of the Regional Transportation Improvement Plan (TIP). This request was approved in June of 2012 by both the Intermodal Technical and Policy Committees of ACOG.

The need to signalize this intersection had been anticipated for a number of years with actual traffic volumes reaching the minimum threshold levels required for justification in January of 2012.

The intersection is also part of the recently added bike route that connects the Research Campus south of Constitution Street with the Main Campus. For this reason, the University of Oklahoma agreed to fund and hire an engineering firm for the design of the project. The federal funds secured by staff, which provide 100% of the construction cost, and the University of Oklahoma's willingness to pay for the design services, will allow the project to be implemented without using any City funds.

Final plans were completed and have been submitted to the Oklahoma Department of Transportation (ODOT) with a request to include the project in their October 18, 2012 bid opening. Construction is anticipated to begin in late winter / early spring of 2013 with completion of the work expected in May of 2013. The estimated construction cost of $272,700 will be funded with 100% federal funds as a safety improvement project.

DESCRIPTION: The Oklahoma Department of Transportation requires the City to execute a project agreement and to adopt it by resolution before letting the project to contract. The agreement addresses the responsibilities of the City and the Department during and after the construction of the project. The execution of three original documents is required. Both the resolution and agreement have been reviewed by staff and approved by the City Attorney. The total project implementation cost is listed in Attachment 1.

RECOMMENDATION: Staff recommends approval of Contract No. K-1213-58 and Resolution R-1213-38 with ODOT for the Jenkins Avenue and Stinson Street Traffic Signal project.

Project Element	Federal Share	City Share	University of Oklahoma Share
Design	$0.00	$0.00	$26,000.00
Construction	$272,700.00	$0.00	$0.00
Total	**$272,700.00**	**$0.00**	**$26,000.00**

STPG-214A(009)AG 29262(04)

PROJECT AGREEMENT

This Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Norman, hereinafter referred to as the CITY, which may be referred to collectively as the PARTIES for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

Whereas, the DEPARTMENT is charged under the law of the State of Oklahoma with construction and maintenance of State Highways; and,

Whereas, the DEPARTMENT is by terms of agreements with the Federal Highway Administration responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

Whereas, the CITY has been identified as the beneficiary of such a federally funded project; and,

Whereas, receipt of the benefits of this project will require that the CITY assume certain financial responsibilities; and,

Whereas, the CITY is a municipal corporation and a charter city created and existing under the constitution and laws of Oklahoma; and,

Whereas, the laws and constitution of the State of Oklahoma impose fiscal restrictions on the City and its ability to insure financial obligations; and,

Whereas, the PARTIES hereto recognized those financial limitations and agree that the financial obligations assumed by the City by the terms of this Agreement are enforceable only to the extent as may be allowed by law or as may be determined by a Court of competent jurisdiction.

Whereas, it is understood that, by virtue of the Oklahoma Constitution Article 10 section 26, the payment of CITY funds in the future will be limited to appropriations and available revenues in the then current CITY fiscal year.

Now therefore, subject to the limitations herein before described, the DEPARTMENT and the CITY do agree as follows:

1. The CITY requested that certain street improvements be approved by the Oklahoma Transportation Commission as were previously programmed by the CITY and designated as Federal-aid Project STPG-214A(009)AG, State Job Number 29262(04) and which consist of actual improvements as follows:

TRAFFIC SIGNAL

New Traffic Signal at the Intersection of Jenkins Ave and Stinson Ave

2. The CITY has prepared or caused to be prepared plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans which are incorporated with and made a part of this Agreement.
3. The CITY agrees that the furnished plans are, as a minimum, in conformance with the Oklahoma Department of Transportation 2009 Standard Specification for Highway Construction.
4. The CITY agrees that the PARTIES have entered into a separate "Right-of-Way, Public Utility and Encroachment Agreement" which provides inter alia that the CITY is responsible for furnishing all right-of-way for this federal-aid project, free and clear of all obstructions and encroachments; that the CITY shall at its sole expense maintain the project after construction; and that nothing contained herein shall be construed as modifying, altering, rescind, or abridging any portion of that agreement.
5. The CITY agrees to the location of the subject project and acknowledge receipt of and adopts the plans for said project as the official plans of the CITY for the streets, boulevards, arterial highways and/or other improvements contained therein; and further the CITY affirmatively states that it has fully and completely examined these plans and does hereby warrant to the DEPARTMENT the CITY's

complete satisfaction with these plans, and the fitness of the plans to construct the aforesaid project.

6. The CITY certifies that the project design plans comply, and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (42 U.S.C. 12101-12213) as outlined in 28 CFR Part 35.

7. The PARTIES hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention including discharges from storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work and the storm water pollution prevention plan sheet contained in the plans and the appropriate USGS topographic map constitute the storm water management plan for the project described previously in this document. The DEPARTMENT agrees to file jointly with the Contractor the Notice of Intent (NOI) for a general construction National Pollutant Discharge Elimination System (NPDES) permit with EPA which authorizes the storm water discharges associated with the industrial activity from the construction site identified in this document. Further, the CITY agrees as stipulated in Federal Register Vol. 57 No. 175 pg 41191, to co-permit with the DEPARTMENT when or if required to have daily operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions.

8. The CITY agrees to prohibit parking on that portion of the project within the corporate limits of the CITY, except as may be indicated in the plans or hereafter approved by agreement with the DEPARTMENT. The CITY further agrees not to install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).

9. The CITY further agrees and warrants to the DEPARTMENT that subsequent to the construction of said project, the CITY will:

A. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 0.S. 1991 Section 15-104, 15-105 and 15-106, and subject to the Agreement of the DEPARTMENT:

(1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.

(2) In the event there is no mutually agreed location for the reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old, and:

(a) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for the original Federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.

(b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.

B. Subject to agreement with the DEPARTMENT, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof

without the approval of the DEPARTMENT. It shall be the responsibility of the CITY to notify the DEPARTMENT of any changes necessary to insure safety to the traveling public.

C. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to insure proper drainage for road surfaces constructed under the terms of this Agreement.

D. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.

E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances and regulations.

F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the CITY, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.

G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the DEPARTMENT.

10. The CITY further agrees and warrants to the DEPARTMENT concerning sign and highway facility lighting:

A. The CITY will upon notice from the DEPARTMENT Engineer provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

B. Upon completion of the construction of said project, and by the DEPARTMENT, the CITY will be responsible for the maintenance and

cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

C. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified herein shall be continuously operated during the hours of darkness between sunset and sunrise and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the DEPARTMENT and the CITY.

D. The CITY agrees to provide, on a periodic schedule, an inspection, cleaning and a re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.

E. In the event that highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the CITY to any point other than which is approved by the DEPARTMENT prior to such removal.

In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is twenty (20) years old or older. If the installation is less than twenty (20) years old, and:

(1) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.

(2) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of

the proceeds of such sale.

11. The CITY agrees, affirms and warrants to the DEPARTMENT that the CITY will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.

12. The CITY agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, of Secretary of Transportation, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act 1964."

13. The CITY agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

14. The DEPARTMENT and the CITY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 1991 § 151 et seq.). The DEPARTMENT and the CITY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under to Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

15. Based on an estimated total construction cost of $272,700.00 (including construction inspection) the DEPARTMENT agrees that Federal-aid Surface Transportation Program funds shall be requested to provide 100% of the participating project costs (estimated at $272,700.00). The City agrees that local funds shall be used to provide 0% of the participating project costs (estimated at $0.00) and 100% of the non-participating project costs (estimated at $0.00).

16. It is understood by the CITY and the DEPARTMENT that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs, and non-participating costs incurred during construction. Upon final acceptance of this project, the amount of Federal funds and the amount previously deposited by the CITY will be deducted from the total cost and a refund will be made by the DEPARTMENT to the CITY or additional funding will be requested from the CITY.

17. It is understood by the CITY that no State funds are to be utilized in any phase or aspect of this project. Only CITY and Federal funds are to be utilized.

18. Upon approval of this Agreement and the plans, specifications, and estimates by the DEPARTMENT and Federal Highway Administration, if applicable, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.

19. The DEPARTMENT agrees to construct said project in strict accordance with the plans furnished and approved by the CITY, provided that upon consultation with and agreement by the CITY, the DEPARTMENT shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The DEPARTMENT shall provide competent

supervision at all times that the work is in progress. The CITY shall have inspectors on the project site as the CITY determines necessary to insure construction of the project to the satisfaction of the CITY and shall have representatives available for consultation with the DEPARTMENT representatives to cooperate fully to the end of obtaining work strictly in accordance with the CITY's approved plans and specifications.

20. The CITY agrees that the CITY will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the CITY to accomplish timely utility relocations, site conditions which are not as represented on the plans, or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the CITY for its adjudged failure.

21. Failure by the CITY to fulfill its responsibilities under this Agreement will disqualify the CITY from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

22. It is further specifically agreed and understood between the CITY and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the CITY and the DEPARTMENT of this project, the CITY does hereby accept full, complete and total responsibility for the maintenance of this project as provided in this Agreement.. The CITY does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship. The CITY does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to, or limitation of liability as provided

in the Governmental Tort Claims Act.

23. The Secretary of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:

A. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

B. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

C. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

D. The Secretary determines that such termination is in the best interest of the State.

STPG-214A(009)AG 29262(04)

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the CITY has executed same pursuant to authority prescribed by law for the Department.

The CITY on this _____ day of _____, _____, and the DEPARTMENT on the _____ day of _____, _____.

APPROVED AS TO FORM
AND LEGALITY

_____
City Attorney

City of Norman

_____
Mayor

ATTEST:

_____
City Clerk (Seal)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

_____
Local Government
Division Manager

_____
Director of Capital Programs

APPROVED AS TO FORM
AND LEGALITY

APPROVED:

_____
General Counsel

_____
Deputy Director/Chief Engineer

RESOLUTION NO. R-1213-38

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number STPG-214A(009)AG, State Job Number 29262(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this _____ day of _____, _____.

CITY OF NORMAN

_____

Mayor

ATTEST:

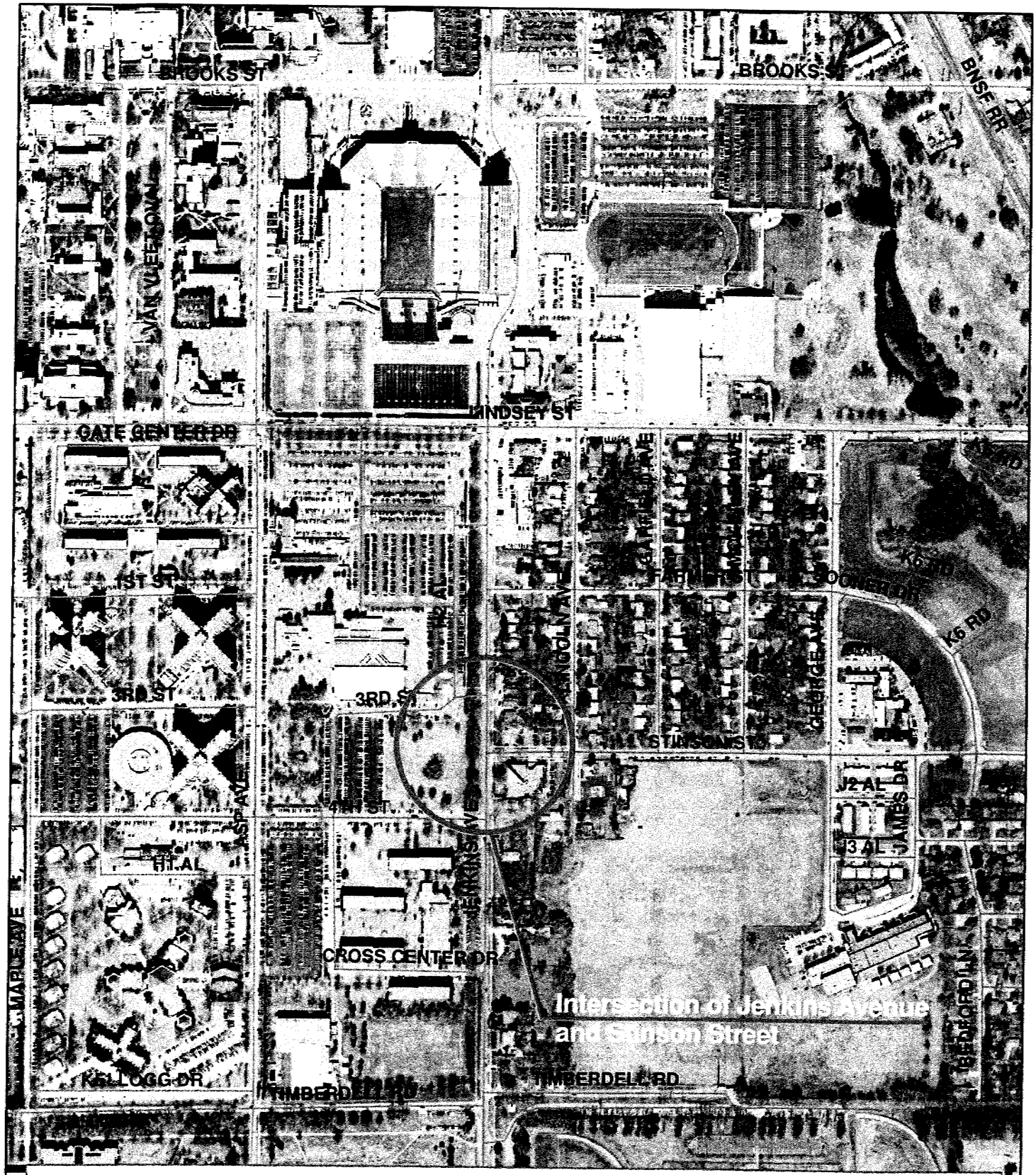
_____

City Clerk

Approved as to form and legality this 5 day of September, 2012

_____

City Attorney



Location Map

Intersection of Jenkins Avenue and Stinson Street

1 inch equals 500 feet

0 125 250 500 Feet

N W E S

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-56

File ID:	K-1213-56	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 19	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	08/27/2012
File Name:	ODOT Maint Agreemt 24th/Reagan Traffic Signal			**Final Action:**	

Title: CONTRACT NO. K-1213-56: A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214B(005)AG, JOB NO. 28933(04), FOR THE 24TH AVENUE S.E., AND REAGAN ELEMENTARY SCHOOL TRAFFIC SIGNAL PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-35.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-56 with ODOT; and, if approved, adopt Resolution No. R-1213-35 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 19

Attachments: Text File K-1213-56, Contract K-1213-56.pdf, Location Map - 24th SE @ Reagan.pdf

Project Manager: Angelo Lombardo, Traffic Engineer

Entered by: julie.shelton@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-56

Body

BACKGROUND: The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately $15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety

projects at 100% of their construction cost.

New traffic signals along federal functionally classified roads are eligible for 100% federal funding. On November 22, 2011, City Council approved resolution R-1112-67 requesting federal funds for the installation of a new traffic signal on 24th Avenue SE at Reagan Elementary School. The project was submitted to the Association of Central Oklahoma Governments (ACOG) with a request to amend the Federal Fiscal Year 2012 Element of the Regional Transportation Improvement Plan (TIP). This request was approved in June of 2012 by both the Intermodal Technical and Policy Committees of ACOG.

The need to signalize this intersection was established in January of 2012 when Norman Public Schools officials released the adopted boundaries for the new elementary school. Both vehicular and pedestrian traffic volume projections reach levels that meet the requirements for signalized control.

DESCRIPTION: One of the conditions outlined in the programming resolution describes the City's willingness to undertake the process for acquisition of right-of-way, relocation of public utilities, and removal of encroachments, when and if applicable. Although there will be no additional right-of-way, utility relocations or encroachment removal associated with this project, the Oklahoma Department of Transportation (ODOT) still requires the execution of a project agreement. For this purpose, ODOT has prepared a Right-of-Way, Public Utility, and Encroachment agreement. We have been asked to approve it with the adoption of a resolution. The agreement addresses the responsibilities of both the City and the Oklahoma Department of Transportation in the unlikely event that such activities may be necessary to complete the project. The City Attorney has reviewed and approved its content.

RECOMMENDATION: Staff recommends approval of contract No. K-1213-56 and resolution R-1213-35 with ODOT for the acquisition of right-of-way, relocation of utilities and removal of encroachments associated with the 24th Avenue SE and Reagan Elementary School Traffic Signal project.

28933 agrmt.wpd Population 110,925

RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT

This Agreement, made and entered into this ___ day of _____, 20___, by and between the City of Norman, Cleveland County, Oklahoma, hereinafter called the City and the Department of Transportation of the State of Oklahoma, hereinafter called the Department,

Witnesseth:

That for and in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

In connection with the location and improvement of a portion of the City Street System within the corporate limits of the City, now designated as 24th Avenue SE at Reagan Elementary, Traffic Signals under plans and specifications for STPG-214B(005)AG, J/P 28933(04) Const., (03) Util., (02) R/W.

WHEREAS, legislative authorization and the rules, regulations, and policies of the Department provide the basis of cooperation between the parties to effect such highway improvements.

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway, acknowledges receipt of and adopts the plans for said project as the official grade and drainage plans of the Underwriter for the streets, boulevards, or arterial highway included therein. Further, and in addition to the provisions contained elsewhere herein, City hereby grants to the Department access to and the use of all rights-of-way belonging to or controlled by the City and City shall not permit the vacation of any such street, alley or other rights-of-way without the prior written approval of Chief, Right of Way & Utilities Division, Department of Transportation, State of Oklahoma.

2. That prior to the advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

   (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.

   (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.

   (c) Prohibit parking on that portion of the project within the corporate limits of the Local Public Agency.

   (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.

   (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

3. That City will:

   (a) Determine and locate, with the Department's approval, a detour route over existing city streets, if a re-routing of traffic or a detour is necessary during the period of construction.

   (b) Be responsible during or subsequent to construction, for all costs for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.

   (c) Be responsible for all costs for repairs or maintenance to any City street, during or subsequent to construction, which results from additional traffic where construction is performed under traffic.

(d) To the extent permitted by the ***Oklahoma Governmental Tort Claims Act***, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, it's officers and employees, and shall process and defend at it's own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the ***Oklahoma Governmental Tort Claims Act***, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.

e) Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality(ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2002, or latest revision, to secure a storm water permit with the ODEQ, for utility relocations when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans

4. That subsequent to the construction of said project, City will:

(a) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.

(b) Erect, maintain, and operate traffic control signals, including speed limit and traffic control signs, only in accordance with 47 OS 2001, Section 15-104, 15-105 and 15-106, and subject to the approval, direction and control of the Department.

(c) Regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping, and turns, in accordance with 47 OS 2001, 15-104, et seq. and to make no changes in the provisions thereof without the approval of the Department.

(d) Maintain all that part of said project within the corporate limits of the City.

(e) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way & Utilities Division for the Department shall be required before any sale is made.

5. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.

6. That it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

7. To acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project.

(a) Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.

(b) Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.

(c) That as a condition to receiving any Federal Financial Assistance from the Department, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252.42 U.S.C. 2000d-35 seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of federally-assisted Program of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

8. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the City will provide and be responsible for the Relocation Assistance Program and for all costs associated with the relocation assistance payments. The Department, upon request, will supply a list of service providers who have been prequalified to administer the Relocation Assistance Program. The City agrees to employ a service provider from the Department's prequalified list or advise the Department in writing that their in-house personnel have the knowledge, skills, & abilities to effectively manage the Relocation Assistance Program. The City agrees to comply with all applicable rules, regulations, statues, policies and procedures of both the United States and the State of Oklahoma and specifically The Uniform and Relocation Assistance and Real Property Acquisition Act, 49 CFR 24. The City agrees to create & seat a Relocation Assistance Program Appeals Board pursuant to 49 CFR Sec. 24.10 or submit a written request to the Department requesting that the Department function in such capacity on behalf of the City. Before any relocation assistance payments are made by the City, all files with parcels requiring relocation assistance shall be submitted to the Department for audit & compliance review by the Department. The Department shall be notified in writing within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire, ect. shall be addressed to Acquisition Branch, Right-of-Way & Utilities Division, Oklahoma Department of Transportation, 200 N.E. 21st Street, Oklahoma City, Oklahoma 73105.

IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the City agrees to construct said project in accordance with said plans and specifications; provided that the right to review and approve and to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the ___ day of _____, 20__, and the State on the ___ day of _____, 20__.

ATTEST:

CITY OF NORMAN

_____
City Clerk

_____
Mayor

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 4/5/12

REVIEWED AND APPROVED AS TO FORM AND LEGALITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

_____
Chief, Legal Division (ODOT)

_____
Director

RESOLUTION

WHEREAS, it appearing reasonable and necessary for the CITY OF NORMAN , CLEVELAND COUNTY, OKLAHOMA, to execute a Right-of-Way, Public Utility and Encroachment Agreement in connection with the construction of a public project known as STPG-214B(005)AG, J/P28933(04), in accordance with the terms and tenor of 69 O.S. 2001, Sections 1205, 1206, 1401 and 1403.

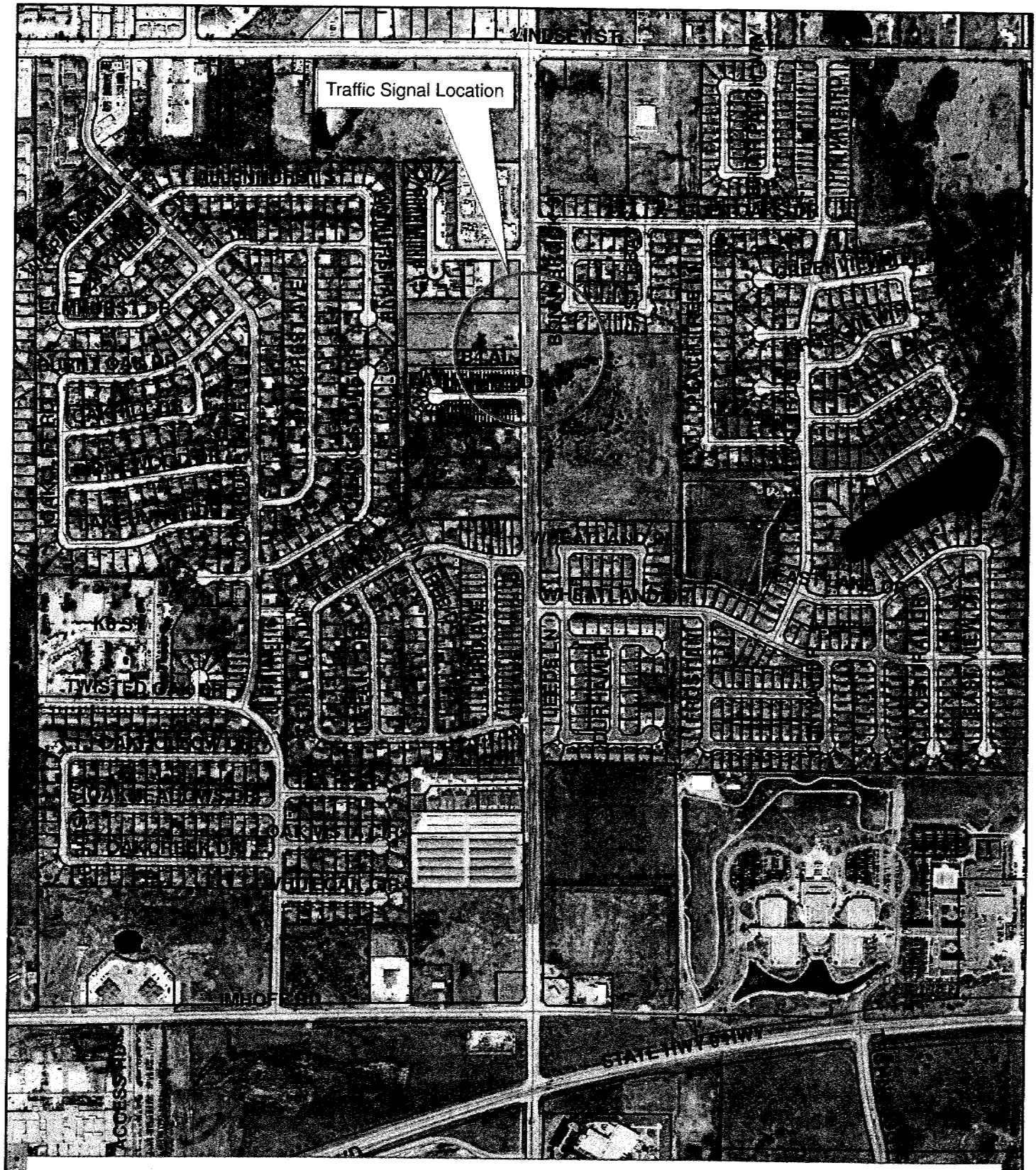
NOW, THEREFORE, BE IT RESOLVED by the CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, sitting in regular session that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:

CITY CLERK

MAYOR

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 9/8/12



Location Map - Intersection of 24th Avenue SE and Reagan Elementary School

1 inch equals 700 feet

0 185 370 740 Feet

N
W E
S

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-60

File ID:	K-1213-60	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 20	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	08/27/2012
File Name:	K-1213-60 ROW ODOT 24th/Reagan Signal			**Final Action:**	

Title: CONTRACT NO. K-1213-60: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214B(005)AG, JOB NO. 28933(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF 24TH AVENUE SE AND REAGAN ELEMENTARY SCHOOL AND ADOPTION OF RESOLUTION NO. R-1213-40.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-60 with ODOT; and, if approved, adopt Resolution No. R-1213-40 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 20

Attachments: Text File K-1213-60, Contract No. K-1213-60.pdf, Location Map - 24th SE @ Reagan.pdf

Project Manager: Angelo Lombardo, Traffic Engineer

Entered by: julie.shelton@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-60

Body

BACKGROUND: The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately $15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

New traffic signals along federal functionally classified roads are eligible for 100% federal funding. On November 22, 2011, City Council approved resolution R-1112-67 requesting federal funds for the installation of a new traffic signal on 24th Avenue SE at Reagan Elementary School. The project was submitted to the Association of Central Oklahoma Governments (ACOG) with a request to amend the Federal Fiscal Year 2012 Element of the Regional Transportation Improvement Plan (TIP). This request was approved in June of 2012 by both the Intermodal Technical and Policy Committees of ACOG.

The need to signalize this intersection was established in January of 2012 when Norman Public Schools officials released the adopted boundaries for the new elementary school. Both vehicular and pedestrian traffic volume projections reach levels that meet the requirements for signalized control. A temporary span-wire-mounted traffic signal was installed by City forces last month to provide the necessary vehicular and pedestrian controls for the opening of the school. Simultaneously, City staff and Norman Public School officials have been working on a second project for the installation of the permanent traffic signal.

Final plans for the permanent traffic signal were completed and have been submitted to the Oklahoma Department of Transportation (ODOT) with a request to include the project in their October 18, 2012 bid opening. Construction is anticipated to begin in late winter / early spring of 2013 with completion of the work expected in May of 2013. The estimated construction cost of $143,100 will be funded with 100% federal funds as a safety improvement project.

DESCRIPTION: The Oklahoma Department of Transportation requires the City to execute a project agreement and to adopt it by resolution before letting the project to contract. The agreement addresses the responsibilities of the City and the Department during and after the construction of the project. The execution of three original documents is required. Both the resolution and agreement have been reviewed by staff and approved by the City Attorney.

RECOMMENDATION: Staff recommends approval of Contract No. K-1213-60 and Resolution R-1213-40 with ODOT for the Reagan Elementary School traffic signal on 24th Avenue SE.

PROJECT AGREEMENT

This Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Norman, hereinafter referred to as the CITY, which may be referred to collectively as the PARTIES for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

Whereas, the DEPARTMENT is charged under the law of the State of Oklahoma with construction and maintenance of State Highways; and,

Whereas, the DEPARTMENT is by terms of agreements with the Federal Highway Administration responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

Whereas, the CITY has been identified as the beneficiary of such a federally funded project; and,

Whereas, receipt of the benefits of this project will require that the CITY assume certain financial responsibilities; and,

Whereas, the CITY is a municipal corporation and a charter city created and existing under the constitution and laws of Oklahoma; and,

Whereas, the laws and constitution of the State of Oklahoma impose fiscal restrictions on the City and its ability to insure financial obligations; and,

Whereas, the PARTIES hereto recognized those financial limitations and agree that the financial obligations assumed by the City by the terms of this Agreement are enforceable only to the extent as may be allowed by law or as may be determined by a Court of competent jurisdiction.

Whereas, it is understood that, by virtue of the Oklahoma Constitution Article 10 section 26, the payment of CITY funds in the future will be limited to appropriations and available revenues in the then current CITY fiscal year.

Now therefore, subject to the limitations herein before described, the DEPARTMENT and the CITY do agree as follows:

1. The CITY requested that certain street improvements be approved by the Oklahoma Transportation Commission as were previously programmed by the CITY and designated as Federal-aid Project STPG-214B(005)AG, State Job Number 28933(04) and which consist of actual improvements as follows:

TRAFFIC SIGNAL

New Traffic Signal at Reagan Elementary School on 24th Ave SE

2. The CITY has prepared or caused to be prepared plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans which are incorporated with and made a part of this Agreement.
3. The CITY agrees that the furnished plans are, as a minimum, in conformance with the Oklahoma Department of Transportation 2009 Standard Specification for Highway Construction.
4. The CITY agrees that the PARTIES have entered into a separate "Right-of-Way, Public Utility and Encroachment Agreement" which provides inter alia that the CITY is responsible for furnishing all right-of-way for this federal-aid project, free and clear of all obstructions and encroachments; that the CITY shall at its sole expense maintain the project after construction; and that nothing contained herein shall be construed as modifying, altering, rescind, or abridging any portion of that agreement.
5. The CITY agrees to the location of the subject project and acknowledge receipt of and adopts the plans for said project as the official plans of the CITY for the streets, boulevards, arterial highways and/or other improvements contained therein; and further the CITY affirmatively states that it has fully and completely examined these plans and does hereby warrant to the DEPARTMENT the CITY's

complete satisfaction with these plans, and the fitness of the plans to construct the aforesaid project.

6. The CITY certifies that the project design plans comply, and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (42 U.S.C. 12101-12213) as outlined in 28 CFR Part 35.

7. The PARTIES hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention including discharges from storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work and the storm water pollution prevention plan sheet contained in the plans and the appropriate USGS topographic map constitute the storm water management plan for the project described previously in this document. The DEPARTMENT agrees to file jointly with the Contractor the Notice of Intent (NOI) for a general construction National Pollutant Discharge Elimination System (NPDES) permit with EPA which authorizes the storm water discharges associated with the industrial activity from the construction site identified in this document. Further, the CITY agrees as stipulated in Federal Register Vol. 57 No. 175 pg 41191, to co-permit with the DEPARTMENT when or if required to have daily operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions.

8. The CITY agrees to prohibit parking on that portion of the project within the corporate limits of the CITY, except as may be indicated in the plans or hereafter approved by agreement with the DEPARTMENT. The CITY further agrees not to install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).

9. The CITY further agrees and warrants to the DEPARTMENT that subsequent to the construction of said project, the CITY will:

A. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 0.S. 1991 Section 15-104, 15-105 and 15-106, and subject to the Agreement of the DEPARTMENT:

(1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.

(2) In the event there is no mutually agreed location for the reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old, and:

(a) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for the original Federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.

(b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.

B. Subject to agreement with the DEPARTMENT, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof

without the approval of the DEPARTMENT. It shall be the responsibility of the CITY to notify the DEPARTMENT of any changes necessary to insure safety to the traveling public.

C. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to insure proper drainage for road surfaces constructed under the terms of this Agreement.

D. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.

E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances and regulations.

F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the CITY, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.

G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the DEPARTMENT.

10 The CITY further agrees and warrants to the DEPARTMENT concerning sign and highway facility lighting:

A. The CITY will upon notice from the DEPARTMENT Engineer provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

B. Upon completion of the construction of said project, and by the DEPARTMENT, the CITY will be responsible for the maintenance and

cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

C. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified herein shall be continuously operated during the hours of darkness between sunset and sunrise and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the DEPARTMENT and the CITY.

D. The CITY agrees to provide, on a periodic schedule, an inspection, cleaning and a re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.

E. In the event that highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the CITY to any point other than which is approved by the DEPARTMENT prior to such removal.

In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is twenty (20) years old or older. If the installation is less than twenty (20) years old, and:

(1) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.

(2) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of

the proceeds of such sale.

11 The CITY agrees, affirms and warrants to the DEPARTMENT that the CITY will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.

12 The CITY agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, of Secretary of Transportation, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act 1964."

13 The CITY agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

14. The DEPARTMENT and the CITY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 1991 § 151 et seq.). The DEPARTMENT and the CITY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under to Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

15. Based on an estimated total construction cost of $143,100.00 (including construction inspection) the DEPARTMENT agrees that Federal-aid Surface Transportation Program funds shall be requested to provide 100% of the participating project costs (estimated at $143,100.00). The City agrees that local funds shall be used to provide 0% of the participating project costs (estimated at $0.00) and 100% of the non-participating project costs (estimated at $0.00). The CITY's estimated total obligation is $0.00 (Zero dollars and no cents) which shall be deposited with the DEPARTMENT prior to advertising for bids.
16. It is understood by the CITY and the DEPARTMENT that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs, and non-participating costs incurred during construction. Upon final acceptance of this project, the amount of Federal funds and the amount previously deposited by the CITY will be deducted from the total cost and a refund will be made by the DEPARTMENT to the CITY or additional funding will be requested from the CITY.
17. It is understood by the CITY that no State funds are to be utilized in any phase or aspect of this project. Only CITY and Federal funds are to be utilized.
18. Upon approval of this Agreement and the plans, specifications, and estimates by the DEPARTMENT and Federal Highway Administration, if applicable, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.
19. The DEPARTMENT agrees to construct said project in strict accordance with the plans furnished and approved by the CITY, provided that upon consultation with and agreement by the CITY, the DEPARTMENT shall have the right to make

such changes in the plans and specifications as are necessary for the proper construction of the project. The DEPARTMENT shall provide competent supervision at all times that the work is in progress. The CITY shall have inspectors on the project site as the CITY determines necessary to insure construction of the project to the satisfaction of the CITY and shall have representatives available for consultation with the DEPARTMENT representatives to cooperate fully to the end of obtaining work strictly in accordance with the CITY's approved plans and specifications.

20. The CITY agrees that the CITY will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the CITY to accomplish timely utility relocations, site conditions which are not as represented on the plans, or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the CITY for its adjudged failure.

21. Failure by the CITY to fulfill its responsibilities under this Agreement will disqualify the CITY from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

22. It is further specifically agreed and understood between the CITY and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the CITY and the DEPARTMENT of this project, the CITY does hereby accept full, complete and total responsibility for the maintenance of this project as provided in this Agreement.. The CITY does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship. The CITY does not, pursuant

to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to, or limitation of liability as provided in the Governmental Tort Claims Act.

23. The Secretary of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:

A. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

B. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

C. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

D. The Secretary determines that such termination is in the best interest of the State.

STPG-214B(005)AG 28933(04)

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the CITY has executed same pursuant to authority prescribed by law for the Department.

The CITY on this _____ day of _____, _____, and the DEPARTMENT on the _____ day of _____, _____.

APPROVED AS TO FORM
AND LEGALITY

_____
City Attorney

City of Norman

_____
Mayor

ATTEST:

_____
City Clerk (Seal)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

_____
Local Government
Division Manager

_____
Director of Capital Programs

APPROVED AS TO FORM
AND LEGALITY

APPROVED:

_____
General Counsel

_____
Deputy Director/Chief Engineer

RESOLUTION NO. R-1213-40

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number STPG-214B(005)AG, State Job Number 28933(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this _____ day of _____, _____.

CITY OF NORMAN

_____

Mayor

ATTEST:

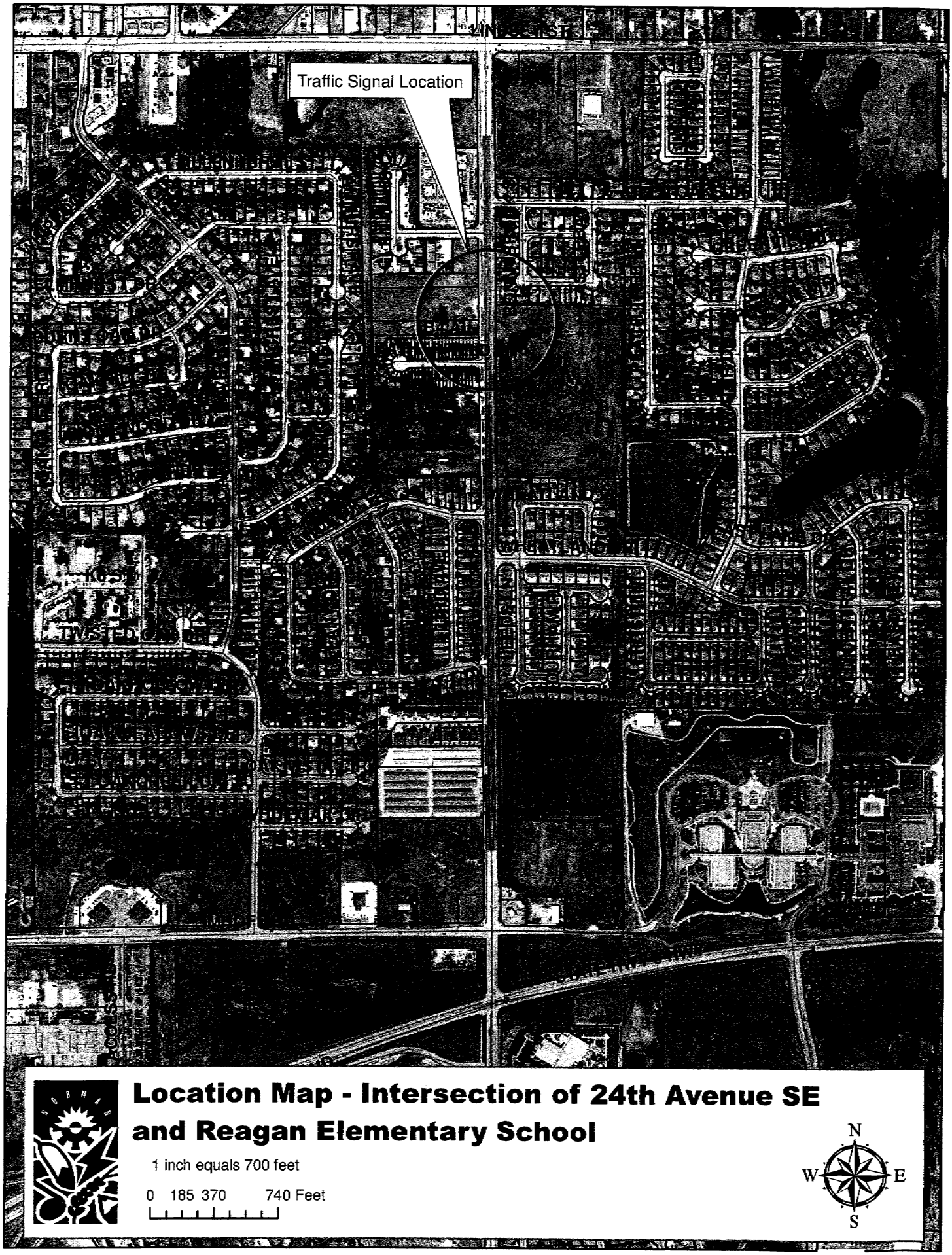
_____

City Clerk

Approved as to form and legality this 5 day of September, 2012

_____

City Attorney



Location Map - Intersection of 24th Avenue SE and Reagan Elementary School

1 inch equals 700 feet

0 185 370 740 Feet

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-69

File ID:	K-1213-69	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 21	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	08/27/2012
File Name:	K-1213-69 ODOT ROW Agreement Jenkins Lighting			**Final Action:**	

Title: CONTRACT NO. K-1213-69: A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-114B(302)AG, JOB NO. 29010(04) FOR THE JENKINS AVENUE ROADWAY LIGHTING UPGRADE PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-44.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-69 with ODOT; and, if approved, adopt Resolution No. R-1213-44 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 21

Attachments: Text File K-1213-69, Contract K-1213-69.pdf, Location Map - Jenkins Lighting.pdf

Project Manager: Angelo Lombardo, Traffic Engineer

Entered by: julie.shelton@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-69

Body

BACKGROUND: The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately $15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Roadway lighting improvements along federal functionally classified roads are eligible for this level of funding.

On June 14, 2011, City Council approved Resolution R-1011-129 which was forwarded to both the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation (ODOT) requesting federal funds to pay for 100% of the construction cost. In the resolution the City agrees to the terms and conditions of a federally funded project by stating its willingness to assume the responsibility for the preparation of engineering plans, the purchase of any additional right-of-way, the relocation of public utilities and funding of the local share of the construction cost, which normally is 20% but for this safety project will be 0%. The project was submitted for consideration and is currently included in the Association of Central Oklahoma Governments' (ACOG) 2012 Regional Transportation Improvement Plan (TIP).

On January 10, 2012, City Council approved Amendment No. 1 to Contract No. K-1011-84 with H.W. Lochner for design and preparation of construction plans. The $20,000 fee for these services is being funded jointly by the University of Oklahoma and the City of Norman, with each party contributing 50% of the cost. Final plans have been completed and were submitted to ODOT with a request to include the project in their November 2012 bid opening. Construction is anticipated to begin in the spring of 2013 with completion of the work in early summer of the same year.

This project will replace the antiquated street lighting system along Jenkins Avenue, starting north of State Highway 9 and ending at Constitution Street (see attached map). The new system will feature "green" technology with the use of light-emitting diode (LED) lamps. The upgrade is anticipated to save the City approximately $7,000 per year in operating cost. Design standards, which are similar to those being used in the Main Street Roadway Lighting Upgrade project currently under construction, were developed in cooperation with Oklahoma Gas and Electric (OG&E) staff, who has agreed to provide future maintenance of the system as part of the City's current street lighting contract. The estimated construction cost of $390,000 will be funded with 100% federal funds as a safety improvement project.

DESCRIPTION: One of the conditions outlined in the programming resolution describes the City's willingness to undertake the acquisition of right-of-way, relocation of public utilities, and removal of encroachments, when applicable. Although there will be no additional right-of-way, utility relocations or encroachment removal associated with this project, the Oklahoma Department of Transportation requires the execution of a project agreement. For this purpose, the Oklahoma Department of Transportation has prepared a Right-of-Way, Public Utility, and Encroachment agreement. The City has been asked to approve it with the adoption of a resolution. The agreement addresses the responsibilities of both the City and the Oklahoma Department of Transportation in the unlikely event that such activities may be necessary to complete the project. The City Attorney has reviewed and approved its content.

RECOMMENDATION: Staff recommends approval of contract No. K-1213-69 and resolution R-1213-44 with ODOT for the acquisition of right-of-way, relocation of utilities and removal of encroachments associated with the Jenkins Avenue Roadway Lighting System upgrade project.

RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT

This Agreement, made and entered into this ___ day of _____, 20___, by and between the City of Norman, Cleveland County, Oklahoma, hereinafter called the City and the Department of Transportation of the State of Oklahoma, hereinafter called the Department,

Witnesseth:

That for and in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

In connection with the location and improvement of a portion of the City Street System within the corporate limits of the City, now designated as Roadway Lighting Along Jenkins Ave From North of SH-9 To Constitution Street In Norman under plans and specifications for STPG-114B(302)AG , Job No. 29010(04).

WHEREAS, legislative authorization and the rules, regulations, and policies of the Department provide the basis of cooperation between the parties to effect such highway improvements.

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway, acknowledges receipt of and adopts the plans for said project as the official grade and drainage plans of the Underwriter for the streets, boulevards, or arterial highway included therein. Further, and in addition to the provisions contained elsewhere herein, City hereby grants to the Department access to and the use of all rights-of-way belonging to or controlled by the City and City shall not permit the vacation of any such street, alley or other rights-of-way without the prior written approval of Chief, Right of Way & Utilities Division, Department of Transportation, State of Oklahoma.

2. That prior to the advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

   (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.

   (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.

   (c) Prohibit parking on that portion of the project within the corporate limits of the Local Public Agency.

   (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.

   (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

3. That City will:

   (a) Determine and locate, with the Department's approval, a detour route over existing city streets, if a re-routing of traffic or a detour is necessary during the period of construction.

   (b) Be responsible during or subsequent to construction, for all costs for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.

   (c) Be responsible for all costs for repairs or maintenance to any City street, during or subsequent to construction, which results from additional traffic where construction is performed under traffic.

(d) To the extent permitted by the ***Oklahoma Governmental Tort Claims Act***, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, it's officers and employees, and shall process and defend at it's own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the ***Oklahoma Governmental Tort Claims Act***, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.

e) Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality(ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2002, or latest revision, to secure a storm water permit with the ODEQ, for utility relocations when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans

4. That subsequent to the construction of said project, City will:

(a) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.

(b) Erect, maintain, and operate traffic control signals, including speed limit and traffic control signs, only in accordance with 47 OS 2001, Section 15-104, 15-105 and 15-106, and subject to the approval, direction and control of the Department.

(c) Regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping, and turns, in accordance with 47 OS 2001, 15-104, et seq. and to make no changes in the provisions thereof without the approval of the Department.

(d) Maintain all that part of said project within the corporate limits of the City.

(e) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way & Utilities Division for the Department shall be required before any sale is made.

5. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.

6. That it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

7. To acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project.

(a) Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.

(b) Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.

(c) That as a condition to receiving any Federal Financial Assistance from the Department, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252.42 U.S.C. 2000d-35 seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of federally-assisted Program of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

8. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the City will provide and be responsible for the Relocation Assistance Program and for all costs associated with the relocation assistance payments. The Department, upon request, will supply a list of service providers who have been prequalified to administer the Relocation Assistance Program. The City agrees to employ a service provider from the Department's prequalified list or advise the Department in writing that their in-house personnel have the knowledge, skills, & abilities to effectively manage the Relocation Assistance Program. The City agrees to comply with all applicable rules, regulations, statues, policies and procedures of both the United States and the State of Oklahoma and specifically The Uniform and Relocation Assistance and Real Property Acquisition Act, 49 CFR 24. The City agrees to create & seat a Relocation Assistance Program Appeals Board pursuant to 49 CFR Sec. 24.10 or submit a written request to the Department requesting that the Department function in such capacity on behalf of the City. Before any relocation assistance payments are made by the City, all files with parcels requiring relocation assistance shall be submitted to the Department for audit & compliance review by the Department. The Department shall be notified in writing within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire, ect. shall be addressed to Acquisition Branch, Right-of-Way & Utilities Division, Oklahoma Department of Transportation, 200 N.E. 21st Street, Oklahoma City, Oklahoma 73105.

IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the City agrees to construct said project in accordance with said plans and specifications; provided that the right to review and approve and to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the ___ day of _____, 20__, and the State on the ___ day of _____, 20__.

ATTEST:

CITY OF NORMAN

_____
City Clerk

_____
Mayor

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 9/5/12

REVIEWED AND APPROVED AS TO FORM AND LEGALITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

_____
Chief, Legal Division (ODOT)

_____
Director

RESOLUTION

WHEREAS, it appearing reasonable and necessary for the CITY OF NORMAN , CLEVELAND COUNTY, OKLAHOMA, to execute a Right-of-Way, Public Utility and Encroachment Agreement in connection with the construction of a public project known as STPG-214B(016)AG, J/P29299(04), in accordance with the terms and tenor of 69 O.S. 2001, Sections 1205, 1206, 1401 and 1403.

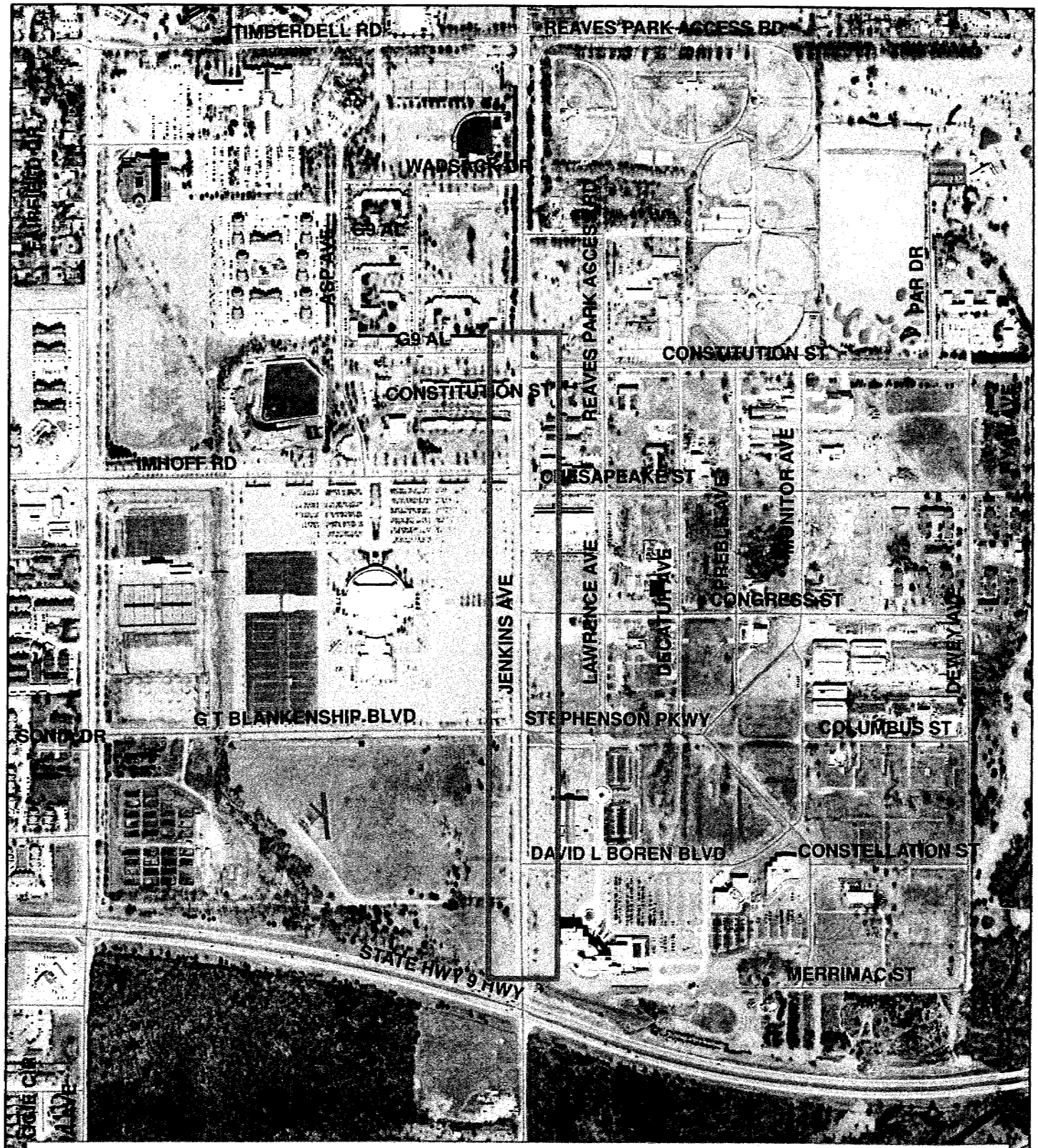
NOW, THEREFORE, BE IT RESOLVED by the CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, sitting in regular session that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:

_____ _____

CITY CLERK MAYOR

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 9/5/12



Jenkins Avenue Roadway Lighting Project
(From State Highway 9 to Constitution Street)

1 inch equals 800 feet

0 220 440 880 Feet

N W E S

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-70

File ID:	K-1213-70	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 22	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	08/27/2012
File Name:	K-1213-70 ODOT ROW Jenkins/Brooks Traffic Signal			**Final Action:**	

Title: CONTRACT NO. K-1213-70: A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214B(016)AG, JOB NO. 29299(04) FOR THE JENKINS AVENUE AND BROOKS STREET TRAFFIC SIGNAL PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-45.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-70 with ODOT; and, if approved, adopt Resolution No. R-1213-45 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 22

Attachments: Text File K-1213-70, Contract K-1213-70.pdf, Location Map - Jenkins & Brooks.pdf

Project Manager: Angelo Lombardo, Traffic Engineer

Entered by: julie.shelton@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-70

Body

BACKGROUND: The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately $15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

New traffic signals along federal functionally classified roads are eligible for this type of funding.

On November 22, 2011, City Council approved resolution R-1112-73 requesting federal funds for the installation of a new traffic signal at the intersection of Jenkins Avenue and Brooks Street. The project was submitted to the Association of Central Oklahoma Governments (ACOG) with a request to amend the Federal Fiscal Year 2012 Element of the Regional Transportation Improvement Plan (TIP). This request was approved in June of 2012 by both the Intermodal Technical and Policy Committees of ACOG.

The need to signalize this intersection was established in September of 1995 and verified in November of 2012. Both vehicular and pedestrian traffic volumes reach levels that meet the requirements for signalized control.

DESCRIPTION: One of the conditions outlined in the programming resolution describes the City's willingness to undertake the process for acquisition of right-of-way, relocation of public utilities, and removal of encroachments, when and if applicable. Although there will be no additional right-of-way, utility relocations or encroachment removal associated with this project, the Oklahoma Department of Transportation (ODOT) still requires the execution of a project agreement. For this purpose, ODOT has prepared a Right-of-Way, Public Utility, and Encroachment agreement. We have been asked to approve it with the adoption of a resolution. The agreement addresses the responsibilities of both the City and the Oklahoma Department of Transportation in the unlikely event that such activities may be necessary to complete the project. The City Attorney has reviewed and approved its content.

RECOMMENDATION: Staff recommends approval of contract No. K-1213-70 and resolution R-1213-45 with ODOT for the acquisition of right-of-way, relocation of utilities and removal of encroachments associated with the Jenkins Avenue and Brooks Street Traffic Signal project.

RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT

This Agreement, made and entered into this ___ day of _____, 20___, by and between the City of Norman, Cleveland County,Oklahoma, hereinafter called the City and the Department of Transportation of the State of Oklahoma, hereinafter called the Department,

Witnesseth:

That for and in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

In connection with the location and improvement of a portion of the City Street System within the corporate limits of the City, now designated as Traffic Signal at Intersection of Jenkins Ave. and Brooks St., under plans and specifications for STPG-214B(016)AG , Job No. 29299(04).

WHEREAS, legislative authorization and the rules, regulations, and policies of the Department provide the basis of cooperation between the parties to effect such highway improvements.

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway, acknowledges receipt of and adopts the plans for said project as the official grade and drainage plans of the Underwriter for the streets, boulevards, or arterial highway included therein. Further, and in addition to the provisions contained elsewhere herein, City hereby grants to the Department access to and the use of all rights-of-way belonging to or controlled by the City and City shall not permit the vacation of any such street, alley or other rights-of-way without the prior written approval of Chief, Right of Way & Utilities Division, Department of Transportation, State of Oklahoma.

2. That prior to the advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

   (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.

   (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.

   (c) Prohibit parking on that portion of the project within the corporate limits of the Local Public Agency.

   (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.

   (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

3. That City will:

   (a) Determine and locate, with the Department's approval, a detour route over existing city streets, if a re-routing of traffic or a detour is necessary during the period of construction.

   (b) Be responsible during or subsequent to construction, for all costs for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.

   (c) Be responsible for all costs for repairs or maintenance to any City street, during or subsequent to construction, which results from additional traffic where construction is performed under traffic.

(d) To the extent permitted by the ***Oklahoma Governmental Tort Claims Act***, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, it's officers and employees, and shall process and defend at it's own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the ***Oklahoma Governmental Tort Claims Act***, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.

e) Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality(ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2002, or latest revision, to secure a storm water permit with the ODEQ, for utility relocations when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans

4. That subsequent to the construction of said project, City will:

(a) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.

(b) Erect, maintain, and operate traffic control signals, including speed limit and traffic control signs, only in accordance with 47 OS 2001, Section 15-104, 15-105 and 15-106, and subject to the approval, direction and control of the Department.

(c) Regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping, and turns, in accordance with 47 OS 2001, 15-104, et seq. and to make no changes in the provisions thereof without the approval of the Department.

(d) Maintain all that part of said project within the corporate limits of the City.

(e) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way & Utilities Division for the Department shall be required before any sale is made.

5. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.

6. That it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

7. To acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project.

(a) Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.

(b) Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.

(c) That as a condition to receiving any Federal Financial Assistance from the Department, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252.42 U.S.C. 2000d-35 seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of federally-assisted Program of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

8. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the City will provide and be responsible for the Relocation Assistance Program and for all costs associated with the relocation assistance payments. The Department, upon request, will supply a list of service providers who have been prequalified to administer the Relocation Assistance Program. The City agrees to employ a service provider from the Department's prequalified list or advise the Department in writing that their in-house personnel have the knowledge, skills, & abilities to effectively manage the Relocation Assistance Program. The City agrees to comply with all applicable rules, regulations, statues, policies and procedures of both the United States and the State of Oklahoma and specifically The Uniform and Relocation Assistance and Real Property Acquisition Act, 49 CFR 24. The City agrees to create & seat a Relocation Assistance Program Appeals Board pursuant to 49 CFR Sec. 24.10 or submit a written request to the Department requesting that the Department function in such capacity on behalf of the City. Before any relocation assistance payments are made by the City, all files with parcels requiring relocation assistance shall be submitted to the Department for audit & compliance review by the Department. The Department shall be notified in writing within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire, ect. shall be addressed to Acquisition Branch, Right-of-Way & Utilities Division, Oklahoma Department of Transportation, 200 N.E. 21st Street, Oklahoma City, Oklahoma 73105.

IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the City agrees to construct said project in accordance with said plans and specifications; provided that the right to review and approve and to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the ___ day of _____, 20__, and the State on the ___ day of _____, 20__.

ATTEST:

CITY OF NORMAN

_____
City Clerk

_____
Mayor

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 7/5/12

REVIEWED AND APPROVED AS TO FORM AND LEGALITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

_____
Chief, Legal Division (ODOT)

_____
Director

RESOLUTION

WHEREAS, it appearing reasonable and necessary for the CITY OF NORMAN , CLEVELAND COUNTY, OKLAHOMA, to execute a Right-of-Way, Public Utility and Encroachment Agreement in connection with the construction of a public project known as STPG-214B(016)AG, J/P29299(04), in accordance with the terms and tenor of 69 O.S. 2001, Sections 1205, 1206, 1401 and 1403.

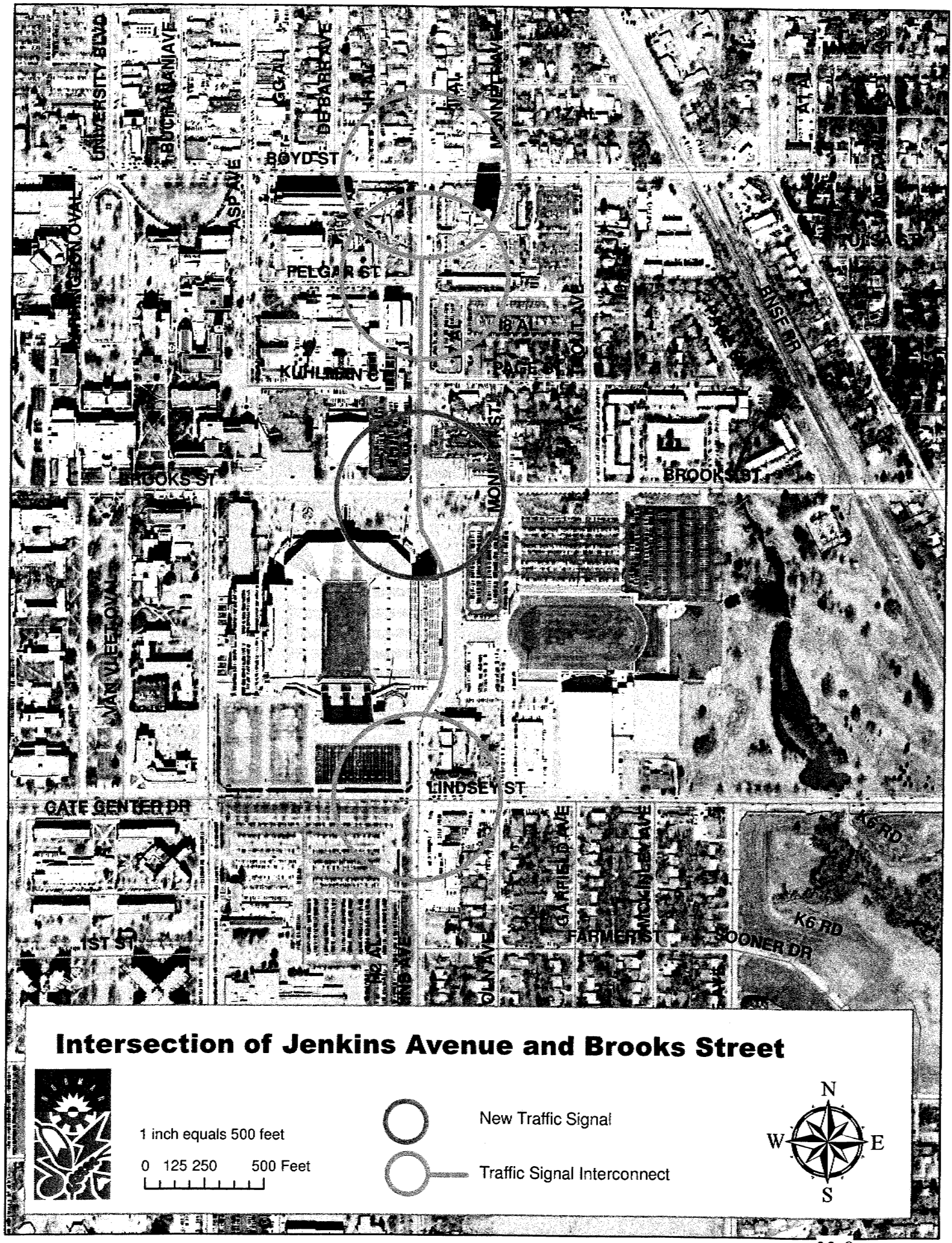
NOW, THEREFORE, BE IT RESOLVED by the CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, sitting in regular session that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:

CITY CLERK

MAYOR

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 7/5/12



Intersection of Jenkins Avenue and Brooks Street

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-59

File ID:	K-1213-59	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 23	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$20,000.00	**File Created:**	08/27/2012
File Name:	K-1213-59 ODOT Maint Agreemt Jenkins/Brooks Signal			**Final Action:**	

Title: CONTRACT NO. K-1213-59: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214B(016)AG, JOB NO. 29299(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF JENKINS AVENUE AND BROOKS STREET AND ADOPTION OF RESOLUTION NO. R-1213-39 AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-59 with ODOT; and, if approved, adopt Resolution No. R-1213-39, authorize execution of the contract and resolution; appropriate $20,000 from the Capital Fund Balance (050-0000-253.20-00) to Project No. TR0090, Jenkins Avenue and Brooks Street Signal, Construction (050-9076-431.61-01); and direct payment in the amount of $20,000 to ODOT.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 23

Attachments: Text File K-1213-59, Attachment No. 1 - Cost Shares.pdf, Attachment No. 2 - Request to Appropriate Funds.pdf, Contract K-1213-59.pdf, Location Map - Jenkins & Brooks.pdf, OU Letter Requesting Funding of Decorative Poles.pdf, Invoice - Jenkins & Brooks.pdf, PR ODOT

Project Manager: Angelo Lombardo, Traffic Engineer

Entered by: julie.shelton@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-59

Body

BACKGROUND: The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately $15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost. New traffic signals along federal functionally classified roads are eligible for this type of funding.

On November 22, 2011, City Council approved resolution R-1112-73 requesting federal funds for the installation of a new traffic signal at the intersection of Jenkins Avenue and Brooks Street. The project was submitted to the Association of Central Oklahoma Governments (ACOG) with a request to amend the Federal Fiscal Year 2012 Element of the Regional Transportation Improvement Plan (TIP). This request was approved in June of 2012 by both the Intermodal Technical and Policy Committees of ACOG.

The need to signalize this intersection was established in September of 1995 and verified in November of 2012. Both vehicular and pedestrian traffic volumes reach levels that meet the requirements for signalized control.

In order to facilitate the relocation of the CART bus transfer station from the Van Vleet Oval to Brooks Street, the University of Oklahoma agreed to fund 100% of the design cost ($20,000) and hired Garver Engineers to complete this task. Final plans were completed and have been submitted to the Oklahoma Department of Transportation (ODOT) with a request to include the project in their October 18, 2012 bid opening. Construction is anticipated to begin in late winter / early spring of 2013 with completion of the work expected in May of 2013. The estimated construction cost of $259,700 will be funded with 100% federal funds as a safety improvement project.

DESCRIPTION: The Oklahoma Department of Transportation requires the City to execute a project agreement and to adopt it by resolution before letting the project to contract. The agreement addresses the responsibilities of the City and the Department during and after the construction of the project. The execution of three original documents is required. Both the resolution and agreement have been reviewed by staff and approved by the City Attorney.

The University of Oklahoma has also requested that the new signal include decorative poles similar to those installed in the Downtown area. The cost difference between conventional galvanized steel poles and decorative powder coated poles, estimated at $20,000, is not eligible for safety funds. ODOT has agreed to include the upgrade as an alternate bid and requested that the local funds be paid before bid opening. The University is requesting that the City fund the upgrade, which will make the new signal more compatible with the surrounding environment. Staff believes the University's request is reasonable considering the fact that they funded 100% of the design cost. If approved, the total project implementation cost is provided in Attachment 1.

RECOMMENDATION: Staff recommends approval of Contract No. K-1213-59 and Resolution R-1213-39 with ODOT for the Jenkins Avenue and Brooks Street Traffic Signal project. In order to fund the cost to upgrade the traffic signal poles from conventional to decorative, staff also recommends a $20,000 appropriation from the Capital fund balance (050-0000-253.20-00) to Jenkins

Avenue and Brooks Street Signal - Construction (050-9076-431.61-01) TR0090 to cover the non-participating cost. If approved, the following adjustment to the FYE 2013 annual budget will be made as shown in Attachment 2.

Staff also recommends authorization to issue payment to the Oklahoma Department of Transportation in the amount of $20,000 to cover the cost of the decorative traffic signal pole upgrade.

Attachment No. 1
Jenkins Avenue and Brooks Street Traffic Signal Project
Cost Shares

Project Element	Federal Share	City Share	University of Oklahoma Share
Design	$0.00	$0.00	$20,000.00
Construction	$259,700.00	$20,000.00	$0.00
Total	**$259,700.00**	**$20,000.00**	**$20,000.00**

Attachment No. 2
Jenkins Avenue and Brooks Street Traffic Signal Project
Request to Appropriate Funds

LOSING ACCOUNT	GAINING ACCOUNT	AMOUNT
050-0000-253.20-00 (Capital Fund Balance)	050-9076-431-6101 (Jenkins Avenue and Brooks Street Signal - Construction) Project No. TR-0090	$20,000

PROJECT AGREEMENT

This Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Norman, hereinafter referred to as the CITY, which may be referred to collectively as the PARTIES for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

Whereas, the DEPARTMENT is charged under the law of the State of Oklahoma with construction and maintenance of State Highways; and,

Whereas, the DEPARTMENT is by terms of agreements with the Federal Highway Administration responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

Whereas, the CITY has been identified as the beneficiary of such a federally funded project; and,

Whereas, receipt of the benefits of this project will require that the CITY assume certain financial responsibilities; and,

Whereas, the CITY is a municipal corporation and a charter city created and existing under the constitution and laws of Oklahoma; and,

Whereas, the laws and constitution of the State of Oklahoma impose fiscal restrictions on the City and its ability to insure financial obligations; and,

Whereas, the PARTIES hereto recognized those financial limitations and agree that the financial obligations assumed by the City by the terms of this Agreement are enforceable only to the extent as may be allowed by law or as may be determined by a Court of competent jurisdiction.

Whereas, it is understood that, by virtue of the Oklahoma Constitution Article 10 section 26, the payment of CITY funds in the future will be limited to appropriations and available revenues in the then current CITY fiscal year.

Now therefore, subject to the limitations herein before described, the DEPARTMENT and the CITY do agree as follows:

1. The CITY requested that certain street improvements be approved by the Oklahoma Transportation Commission as were previously programmed by the CITY and designated as Federal-aid Project STPG-214B(016)AG, State Job Number 29299(04) and which consist of actual improvements as follows:

TRAFFIC SIGNAL

New Traffic Signal at the Intersection of Jenkins Ave and Brooks Ave

2. The CITY has prepared or caused to be prepared plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans which are incorporated with and made a part of this Agreement.
3. The CITY agrees that the furnished plans are, as a minimum, in conformance with the Oklahoma Department of Transportation 2009 Standard Specification for Highway Construction.
4. The CITY agrees that the PARTIES have entered into a separate "Right-of-Way, Public Utility and Encroachment Agreement" which provides inter alia that the CITY is responsible for furnishing all right-of-way for this federal-aid project, free and clear of all obstructions and encroachments; that the CITY shall at its sole expense maintain the project after construction; and that nothing contained herein shall be construed as modifying, altering, rescind, or abridging any portion of that agreement.
5. The CITY agrees to the location of the subject project and acknowledge receipt of and adopts the plans for said project as the official plans of the CITY for the streets, boulevards, arterial highways and/or other improvements contained therein; and further the CITY affirmatively states that it has fully and completely examined these plans and does hereby warrant to the DEPARTMENT the CITY's

complete satisfaction with these plans, and the fitness of the plans to construct the aforesaid project.

6. The CITY certifies that the project design plans comply, and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (42 U.S.C. 12101-12213) as outlined in 28 CFR Part 35.

7. The PARTIES hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention including discharges from storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work and the storm water pollution prevention plan sheet contained in the plans and the appropriate USGS topographic map constitute the storm water management plan for the project described previously in this document. The DEPARTMENT agrees to file jointly with the Contractor the Notice of Intent (NOI) for a general construction National Pollutant Discharge Elimination System (NPDES) permit with EPA which authorizes the storm water discharges associated with the industrial activity from the construction site identified in this document. Further, the CITY agrees as stipulated in Federal Register Vol. 57 No. 175 pg 41191, to co-permit with the DEPARTMENT when or if required to have daily operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions.

8. The CITY agrees to prohibit parking on that portion of the project within the corporate limits of the CITY, except as may be indicated in the plans or hereafter approved by agreement with the DEPARTMENT. The CITY further agrees not to install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).

9. The CITY further agrees and warrants to the DEPARTMENT that subsequent to the construction of said project, the CITY will:

A. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 0.S. 1991 Section 15-104, 15-105 and 15-106, and subject to the Agreement of the DEPARTMENT:

(1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.

(2) In the event there is no mutually agreed location for the reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old, and:

(a) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for the original Federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.

(b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.

B. Subject to agreement with the DEPARTMENT, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof

without the approval of the DEPARTMENT. It shall be the responsibility of the CITY to notify the DEPARTMENT of any changes necessary to insure safety to the traveling public.

C. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to insure proper drainage for road surfaces constructed under the terms of this Agreement.

D. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.

E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances and regulations.

F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the CITY, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.

G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the DEPARTMENT.

10 The CITY further agrees and warrants to the DEPARTMENT concerning sign and highway facility lighting:

A. The CITY will upon notice from the DEPARTMENT Engineer provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

B. Upon completion of the construction of said project, and by the DEPARTMENT, the CITY will be responsible for the maintenance and

cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

C. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified herein shall be continuously operated during the hours of darkness between sunset and sunrise and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the DEPARTMENT and the CITY.

D. The CITY agrees to provide, on a periodic schedule, an inspection, cleaning and a re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.

E. In the event that highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the CITY to any point other than which is approved by the DEPARTMENT prior to such removal.

In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is twenty (20) years old or older. If the installation is less than twenty (20) years old, and:

(1) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.

(2) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of

the proceeds of such sale.

11 The CITY agrees, affirms and warrants to the DEPARTMENT that the CITY will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.

12 The CITY agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, of Secretary of Transportation, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act 1964."

13 The CITY agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

14. The DEPARTMENT and the CITY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 1991 § 151 et seq.). The DEPARTMENT and the CITY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under to Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

15. Based on an estimated total construction cost of $279,700.00 (including construction inspection) the DEPARTMENT agrees that Federal-aid Surface Transportation Program funds shall be requested to provide 100% of the participating project costs (estimated at $257,700.00). The City agrees that local funds shall be used to provide 0% of the participating project costs (estimated at $0.00) and 100% of the non-participating project costs (estimated at $0.00). The CITY also agrees to pay the difference in the price bid for between the decorative poles and the standard poles (estimated at $20,000), if the decorative alternate is chosen. The CITY's estimated total obligation is $20,000.00 (Twenty Thousand dollars and no cents) which shall be deposited with the DEPARTMENT prior to advertising for bids.

16. It is understood by the CITY and the DEPARTMENT that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs, and non-participating costs incurred during construction. Upon final acceptance of this project, the amount of Federal funds and the amount previously deposited by the CITY will be deducted from the total cost and a refund will be made by the DEPARTMENT to the CITY or additional funding will be requested from the CITY.

17. It is understood by the CITY that no State funds are to be utilized in any phase or aspect of this project. Only CITY and Federal funds are to be utilized.

18. Upon approval of this Agreement and the plans, specifications, and estimates by the DEPARTMENT and Federal Highway Administration, if applicable, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.

19. The DEPARTMENT agrees to construct said project in strict accordance with the plans furnished and approved by the CITY, provided that upon consultation with and agreement by the CITY, the DEPARTMENT shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The DEPARTMENT shall provide competent supervision at all times that the work is in progress. The CITY shall have inspectors on the project site as the CITY determines necessary to insure construction of the project to the satisfaction of the CITY and shall have representatives available for consultation with the DEPARTMENT representatives to cooperate fully to the end of obtaining work strictly in accordance with the CITY's approved plans and specifications.

20. The CITY agrees that the CITY will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the CITY to accomplish timely utility relocations, site conditions which are not as represented on the plans, or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the CITY for its adjudged failure.

21. Failure by the CITY to fulfill its responsibilities under this Agreement will disqualify the CITY from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

22. It is further specifically agreed and understood between the CITY and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the CITY and the DEPARTMENT of this project, the CITY does hereby accept full, complete and total responsibility

for the maintenance of this project as provided in this Agreement.. The CITY does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship. The CITY does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to, or limitation of liability as provided in the Governmental Tort Claims Act.

23. The Secretary of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:

A. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

B. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

C. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

D. The Secretary determines that such termination is in the best interest of the State.

STPG-214B(016)AG 29299(04)

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the CITY has executed same pursuant to authority prescribed by law for the Department.

The CITY on this _____ day of _____, _____, and the DEPARTMENT on the _____ day of _____, _____.

APPROVED AS TO FORM
AND LEGALITY

City Attorney

City of Norman

Mayor

ATTEST:

City Clerk (Seal)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government
Division Manager

Director of Capital Programs

APPROVED AS TO FORM
AND LEGALITY

APPROVED:

General Counsel

Deputy Director/Chief Engineer

RESOLUTION NO. R-1213-39

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number STPG-214B(016)AG, State Job Number 29299(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this _____ day of _____, _____.

CITY OF NORMAN

_____

Mayor

ATTEST:

_____

City Clerk

Approved as to form and legality this 5 day of September, 2012

_____

City Attorney

The University of Oklahoma®

ARCHITECTURAL AND ENGINEERING SERVICES

August 24, 2012

Mr. Angelo Lombardo
City of Norman Traffic Engineer
P.O. Box 370
Norman, Oklahoma 73070

Dear Angelo:

As we have discussed in the past, it is the University's desire that the traffic signal poles to be installed at the Jenkins Avenue and Brooks Street intersection be similar to those at the Asp Avenue/Lindsey Street intersection and at the Asp Avenue/Boyd Street intersection. It came to our attention at the June 18, 2012 ODOT Plan-In-Hand Meeting for the intersection signalization project that the project, as currently documented, includes standard galvanized steel poles. It is my understanding that ODOT and ACOG will not accommodate the change to the historic-style poles in their funding for the project.

As the University contracted for and funded the engineering services required for this project, it is our request that the City of Norman provide funding to upgrade to the historic-style poles.

Thank you for your help with this matter. If you have any questions or need additional information, please let me know.

Sincerely,

Michael K. Moorman
Director

MKM:kjs/M:\Central Support\Miscellaneous\CityofNorman8-mkm.docx

cc: Mr. Nicholas S. Hathaway, Vice President for Administration and Finance

1652 Cross Center Drive Norman, Oklahoma 73071 PHONE: (405) 325-6006 FAX: (405) 325-4164

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make check PAYABLE, and MAIL TO:

Oklahoma Department of Transportation
Comptroller Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

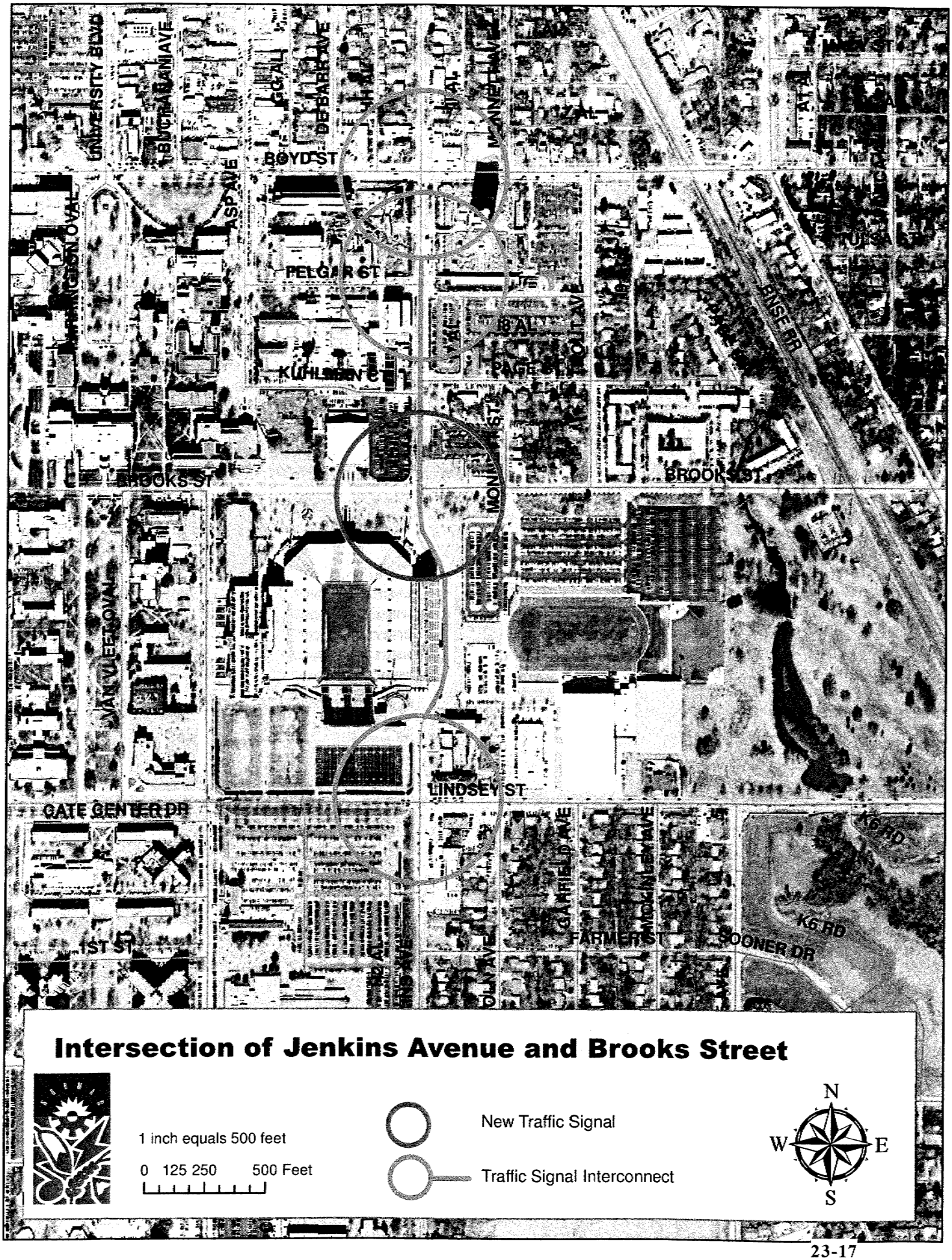
To: City of Norman
420 W. Main, Suite 700
Oklahoma City, OK 73102

Division Invoice No.: 29299(04)-1
Local Government Division
August 14, 2012

Description – Explanation of Charge	Quantity	Price Each	Total
Due Date: Upon Receipt Project Number: STPG-214B(016)AG Job Piece Number: 29299(04) Initial Invoice Total Estimated Cost: Less Federal Share -			 $279,700.00 ($259,700.00)
Accounting Use Only		**Invoice Total**	$20,000.00

Distribution:

City
Remit with Payment
Division Project File
Comptroller Division



Intersection of Jenkins Avenue and Brooks Street

1 inch equals 500 feet

0 125 250 500 Feet

New Traffic Signal

Traffic Signal Interconnect

N

W E

S

PURCHASE REQUISITION NBR: 0000206281

STATUS: PRE-AUDIT APPROVAL

REQUISITION BY: ALOMBARDO
REASON: JENKINS AVENUE AND BROOKS STREET TRAFFIC SIGNAL
DATE: 8/29/12

SHIP TO LOCATION: PUBLIC WORKS ADM
SUGGESTED VENDOR: 1514 OKLAHOMA DEPT OF TRANSPORTATIO
DELIVER BY DATE: 9/12/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	LOCAL SHARE OF PROHECT COST CONFIRMING P.O. - DO NOT MAIL COMMODITY: PUBLIC WORKS AND RELATED SUBCOMMOD: TRAFFIC SIGNAL INSTALLATI	1.00	EA	20000.0000	20000.00	

REQUISITION TOTAL: 20000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05090764316101	Capital Projects Construction	TR0090 Jenkins & Brooks Signal	100.00	20000.00
					20000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT ON 9/11/12 CITY COUNCIL APPROVAL

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-57

File ID:	K-1213-57	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 24	**In Control:**	City Council
Department:	Legal Department	**Cost:**		**File Created:**	08/22/2012
File Name:	K-1213-57 Division Order			**Final Action:**	

Title: CONTRACT NO. K-1213-57: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MEWBOURNE OIL COMPANY FOR DIVISION OF FUTURE PROCEEDS FROM THE SALE OF OIL OR GAS PRODUCED BY AN OIL WELL LOCATED ON REAL PROPERTY OWNED BY THE CITY OF NORMAN AND THE UNIVERSITY OF OKLAHOMA LOCATED AT THE FLEET MAINTENANCE FACILITY AT 1301 DA VINCI STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-57 with Mewbourne Oil Company; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 24

Attachments: Text File Mewbourne Oil, Division Order with OU, K-1213-57 Division Order with City, Division Order Aerial

Project Manager: Leah Messner, Assistant City Attorney

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-57

Body

BACKGROUND: In 1976, the Hunton Oil & Gas Corporation drilled an oil well, on an 80-acre spacing unit, near what is now the location of the City of Norman Fleet Division on North Base. A spacing unit is the area of land that a well draws oil from as determined by the Oklahoma Corporation Commission. The well at issue has been abandoned for approximately eight years, but it is in reasonable condition.

The City of Norman Fleet Division is located on approximately 26 acres at the intersection of US Highway 77 and Da Vinci Street. Of those 26 acres, 8.47 acres are part of an 80-acre spacing unit that the above-mentioned well draws oil from when in use. The remainder of the 80-acre spacing unit is owned by the University of Oklahoma. Because the 80 acre spacing unit is owned in part by the City of Norman (8.47 acres) and in part by the University of Oklahoma (71.53 acres), the Mewbourne Company has approached both the University of Oklahoma and the City of Norman with proposed Division Orders to allow the division of any future sales from the well site according to percentage of land ownership within the spacing unit.

DISCUSSION: The Division Order proposes future proceeds from the sale of oil or gas be divided between the University of Oklahoma and the City of Norman according to the percent of land ownership. The University would receive 71.53/80 or 89.4125%, and the City would receive 8.47/80 or 10.5875% of the sale proceeds. The Division Order would apply to the division of proceeds from future sales, if any.

However, as this well has been out of operation for eight years, the Mewbourne Oil Company desires to allow the University to use this oil well as a teaching aid. The Mewbourne Company plans to cap the well in such a way that the University can run water, in lieu of oil, through the well to teach students. The close proximity to the University of Oklahoma makes this a very appealing location for field trips to help students better understand techniques of an oil well and their application. But, by signing the Division Order, if the well returns to production the City will receive a share of the proceeds as the order will be on file with the Cleveland County Clerk's Office.

There are two Division Orders attached to this Memorandum. The first is the Division Order that has already been executed by the University of Oklahoma. The second is the Division Order proposed to be executed by the City of Norman. The terms of the Division Orders are the same for both the University and the City.

Terms included in the Division Orders specifies the interests held by the City of Norman and the University in the subject 80-acre tract. It requires that Mewbourne be notified of any changes in land ownership and Mewbourne has the authority to withhold payment of interest if a dispute arises over land ownership. Payment of possible future royalties will be paid monthly. Any monthly payments under $100.00 will be deferred until the account balance reaches $100.00. Payment of any accumulated amounts will be paid each year. The Division Order does not amend any agreements between the City of Norman and any other parties.

RECOMMENDATION: Based upon the above and foregoing discussion, it is the staff recommendation that Council approve and sign the Division Order with Mewbourne Oil Company if Council wishes to divide future proceeds according to percentage of land ownership with the University of Oklahoma.

DIVISION ORDER

To: Mewbourne Oil Company
One Leadership Square
211 North Robinson, Suite 200
Oklahoma City, OK 73102

Date: 6/3/2010

Property Number:
Property Name: OU 24-1
Operator: Mewbourne Oil Company
County and State: Cleveland Co., OK

Effective Date: 6/3/2010

Property Description: S/2 NE/4 Section 24-9N-3W, Cleveland Co., OK

Production: All

Owner Name and Address:	**Owner Number:**
The Board of Regents of the University of Oklahoma Attn: Financial Support Services 660 Parrington Oval, Room 303 Norman, OK 73019-0390	**Type of Interest:** RI **Decimal Interest:** 0.894125 (71.53/80)

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Mewbourne Oil Company (Payor).

Payor shall be notified in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

Settlements shall be made monthly by check mailed to the party set forth above; however, if the proceeds for any one month for all owner interests amounts to less than $100.00, settlements will be deferred until owner's account totals that sum, provided that if no payment has been made during the calendar year, payment of accumulated amounts shall be made at least once per year.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the under signed and Payor may have certain statutory rights under the laws of the state in which the property is located

Owner Signature: _____ **Witness:** _____
Chris A. Purcell, Ph.D.
Executive Secretary,
OU Board of Regents

Owner Tax I.D. Number: 73-1164351 (OU is a tax-exempt entity.)

Owner Daytime Telephone #: 405-325-6041

DIVISION ORDER

To: Mewbourne Oil Company
One Leadership Square
211 North Robinson, Suite 200
Oklahoma City, OK 73102

Date: August 28, 2012

Property Number:
Property Name: OU 24-1
Operator: Mewbourne Oil Company
County and State: Cleveland County, Oklahoma

Effective Date: August 28, 2012

Property Description: S/2 NE/4 Section 24-9N-3W, Cleveland County, OK

Production: All

Owner Name and Address:

City of Norman
201 W Gray Street
Norman, OK 73069

Owner Number:

Type of Interest: RI
Decimal Interest: .105875 (8.47/80)

The undersigned certifies the ownership of their decimal interest in production and proceeds as described above by Mewbourne Oil Company (Payor).

Payor shall be notified in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

Settlements shall be made monthly by check mailed to the party set forth above; however, if the proceeds for any one month for all owner interests amounts to less than $100.00, settlements will be deferred until owner's account totals that sum, provided that if no payment has been made during the calendar year, payments of accumulated amounts shall be made at least once per year.

The Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the under signed and Payor may have certain statutory rights under the laws of the state in which the property is located.

CITY OF NORMAN, OKLAHOMA

By_____
Mayor

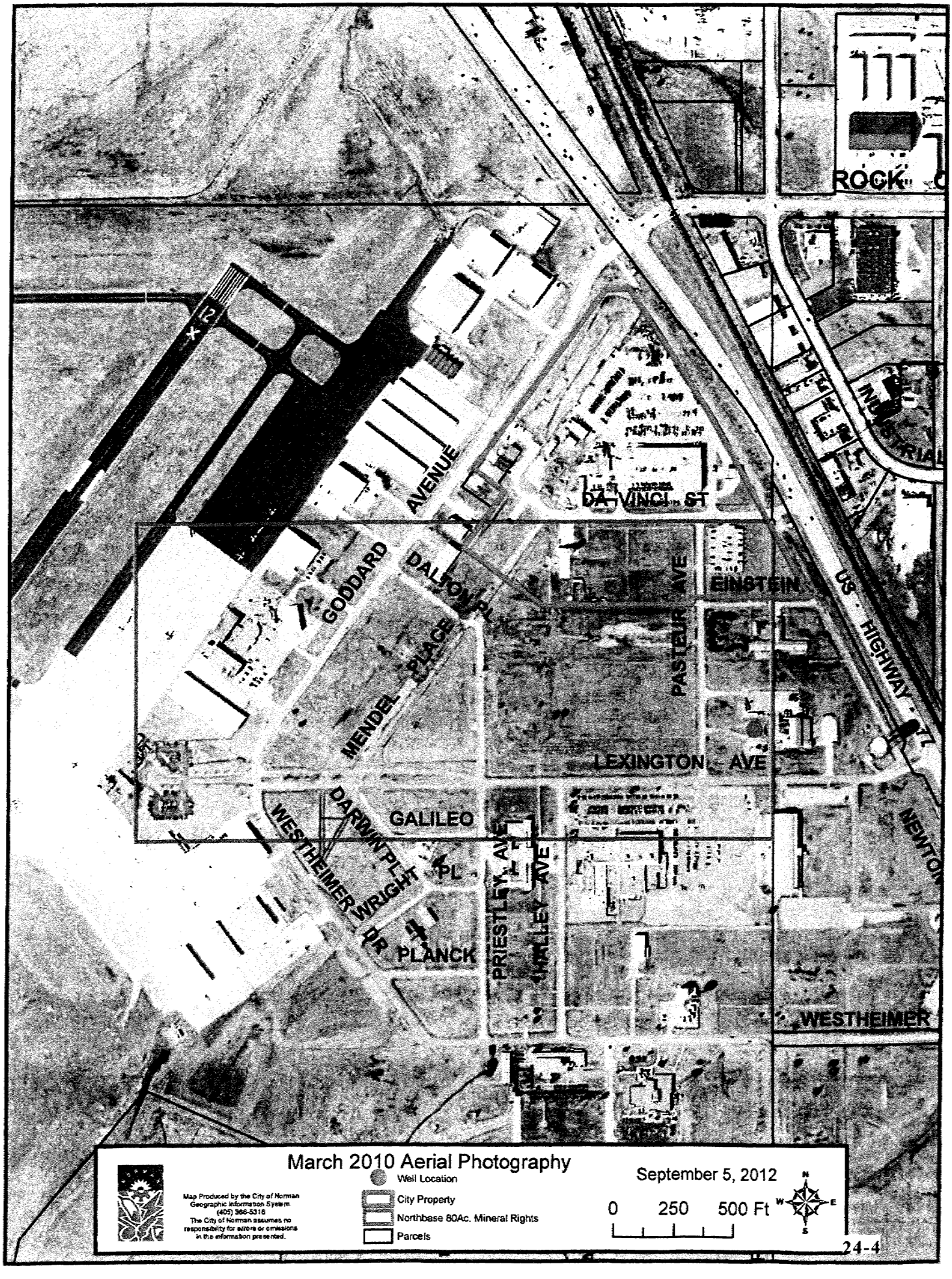
ATTEST:

_____
City Clerk

Approved as to form and legality this ____ day of _____, 2012.

_____
City Attorney

Owner Tax I.D. Number: (City of Norman is a tax-exempt entity.)
Owner Daytime Telephone #: 405-321-1600


ROCK
AVENUE
DA VINCI ST
GODDARD
DALTON RD
MENDEL PLACE
PASTEUR AVE
EINSTEIN
US HIGHWAY 77
LEXINGTON AVE
GALILEO
DARWIN PL
WESTHEIMER
WRIGHT PL
DR
PLANCK
PRIESTLEY AVE
HALLEY AVE
NEWTON
WESTHEIMER
March 2010 Aerial Photography
Well Location
City Property
Northbase 80Ac. Mineral Rights
Parcels
Map Produced by the City of Norman
Geographic Information System
(405) 366-5316
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.
September 5, 2012
0 250 500 Ft
N
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E
W

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-61

File ID:	K-1213-61	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 25	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	08/20/2012
File Name:	K-1213-61 Norman Optimist Club			**Final Action:**	

Title: CONTRACT NO. K-1213-61: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN OPTIMIST CLUB FOR THE USE OF GRIFFIN AND REAVES PARKS FOR THE FACILITATION OF THE YOUTH BASEBALL AND YOUTH FOOTBALL PROGRAMS FOR THE PARKS AND RECREATION DEPARTMENT AND TERMINATION OF CONTRACT NO. K-1112-51.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-61 with the Norman Optimist Club; and, if approved, authorize the execution thereof and terminate Contract No. K-1112-51.

ACTION TAKEN: TK/JG

Notes:

Agenda Date: 09/11/2012

Agenda Number: 25

Attachments: Text File K-1213-61, Optimist Contract, K-1112-51, Location map Reaves Park, Location map Griffin Park

Project Manager: Jud Foster, Director of Parks and Recreation

Entered by: suzanne.terry@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/28/2012	Postponed		09/11/2012	09/11/2012	
	Action Text: Postponed						
1	City Council	08/28/2012					

Text of Legislative File K-1213-61

Body

BACKGROUND: Contract No. K-1112-51 with the Norman Optimist Club (N.O.C.) is for the use of the Reaves Park Baseball Complex and Griffin Park Athletic Fields 17, 18, 19, 20, 23, and 24. This contract expires on 13 September 2012.

The N.O.C. has successfully facilitated a youth baseball program at Reaves Park since 1999 and has also facilitated a youth football program at Griffin Park since 1991. Due to significant program growth the N.O.C. football games were moved from Griffin Park to Reaves Park in 1999. The additional fields and perimeter fencing made it more conducive to operate the youth football program at the Reaves Park location. Three of the football fields at Griffin Park were retained as practice fields for the N.O.C. teams.

DISCUSSION: At this time we would like to extend the term of the contract from one to three years. Accordingly, we are recommending terminating Contract No. K-1112-51 and entering into Contract No. K-1213-61 with N.O.C. for the purpose of providing baseball and football programs for the youth of Norman. All other provisions of the contract are unchanged.

The terms agreed to in Contract No. K-1112-51 were for a period of one year to allow for an evaluation of the proposed field allocations at Griffin Park. A field allocation subcommittee of the Board of Park Commissioners was formed and has reviewed those allocations with the Optimist Club. The committee's recommendation to the Board of Park Commissioners was to continue the field allocation that is currently in place for a period of three years. At their meeting on 2 August 2012, the Board of Park Commissioners voted 8-0 in favor of this recommendation. These provisions have now been incorporated into the new Contract No. K-1213-61.

RECOMMENDATION NO. 1: It is recommended that City Council terminate Contract No. K-1112-51 with the Norman Optimist Club for the use of the Griffin and Reaves Parks.

RECOMMENDATION NO. 2: It is further recommended that City Council approve Contract No. K-1213-61 with the Norman Optimist Club for the use of Reaves and Griffin Parks for the Parks and Recreation Department.

Contract # K-1213-61

AGREEMENT

This Agreement is a contract, made and entered into this ____ day of _____, 2012 , by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Norman Optimist Club a non-profit corporation, hereinafter called "N.O.C."

WITNESSETH:

WHEREAS, the City is the lessee of public property in Cleveland County, Oklahoma, known as Reaves Park baseball complex located in Reaves Park.

WHEREAS, the City recognizes that the said Reaves Park baseball complex shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City, and

WHEREAS, N. O. C. desires to occupy and use a certain area of the Reaves Park and Griffin Park for the purpose of providing baseball and football programs for the use and benefit of its members, the youth of Norman, and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to N.O.C. to use, manage and operate for the purpose stated, the following described property, to-wit:

> Those parts of Reaves Park which have been developed and are known as the Reaves Park baseball complex and those parts of Griffin Park known as athletic fields 17, 18, 19, 20, 23 and 24, as shown on the drawings which are attached hereto and made a part hereof.
>
> It is understood that use of the Griffin Park fields described above shall be from September through November, for the purpose of providing football practice facilities.

To have and to hold for a term of three (3) years from the date of the execution of this lease, with the option to renew the contract upon agreement by both parties for an additional three (3) years. The contract may be terminated at any time in accordance with the provisions herein.

(2) N. O. C. agrees to pay to the City for such rights and privilege the sum of one dollar ($1.00) per year, which sum shall be payable in advance.

(3) It is agreed between the parties hereto that the purpose of this agreement is for N. O. C. to provide practice and playing fields, to hold and arrange youth baseball leagues, games and competitions for boys ages nine (9) years and older and youth football leagues, games and competitions for youth in grades K through sixth (6th).

It is understood and agreed that N. O. C. has adopted safety rules and regulations, copies of which are on file with the City, and will continue to practice and enforce such rules and regulations.

(4) The City shall be allowed to appoint one person to attend all meetings of the N.O.C. football and baseball subcommittees. The City appointee shall effectively serve as City advisor to the N. O. C. in order to express the City's position on issues of mutual concern, to facilitate communication, and to act as liaison between the City Council and the N.O.C.

(5) N. O. C. agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by N. O. C.'s use of said right and privilege or that of its agents or employees; provided, however, that N. O. C. shall not be liable for injury, damage or loss occasioned by the negligence of the City, its agents or employees; and provided further that the City shall give to N. O. C. prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect N. O. C., and N. O. C. shall have the right to compromise and defend the same to the extent of its own interest.

N. O. C. shall, at its own expense, keep in force insurance of the following types, naming the City as additional insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with N. O. C.'s use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's negligence and N. O. C. shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by N. O. C., to wit:

(A) Worker's Compensation Insurance as prescribed by State Statute, if applicable.

(B) Provide liability insurance for both personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

(6) (A) N. O. C. agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all trash, of every kind, deposited upon said ground by N. O. C., its members or patrons trash each day at its own expense. The City will provide sanitation dumpsters at the parks for the N. O. C.'s and the City's use at no charge to N.O.C.

(B) N. O. C. shall perform all maintenance duties and activities described in the attached exhibit A.

(C) N. O. C. agrees to apply adequate water at the Reaves Park complex, to be provided by the City, to keep all vegetation within the described grounds viable and healthy throughout the growing season.

(D) N. O. C. agrees to maintain the existing irrigation system at Reaves Park at it's own expense and agrees to return said system to the City in proper working condition at such time as this lease is terminated by either party. City agrees that irrigation system shall be in proper working order at the time this contract becomes effective.

(E) The City shall perform maintenance duties and activities described in the attached exhibit B.

(7) A. N. O. C. shall schedule and monitor how the premises are used. This contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of N. O. C. N. O. C.'s enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.

B. N. O. C. may charge an admission charge for sanctioned league games, tournament games or for any other sanctioned N. O. C. event if deemed appropriate or necessary by N.O.C.

C. Unless previously agreed by the City and N.O.C., all tournament proceeds shall be made payable to N.O.C. Third party tournament hosts shall be required to submit expenditure receipts to N.O.C. for any proceeds derived by a tournament at the Reaves Park facility. Said tournament proceeds may only be used for the purpose of benefiting the youth of Norman or those participating in the program. No other receipts shall be acceptable. Third party tournament organizers shall meet the same financial and tax reporting guidelines required of N.O.C. by the City.

D. N.O.C. agrees to provide concession operations for all league and tournament games.

E. N.O.C. agrees that all designated parking areas provided for in the agreement shall not be used by N.O.C. at any time during the Medieval Fair unless otherwise agreed to by the city.

F. N. O. C. shall supply an annual report for each program to the City Parks and Recreation Department and the Norman City Council prior to January 1st of each year. The annual report shall include a summary of all activity along with revenue and expenditure summaries for the areas of concessions, league play and tournament play for the preceding year. Documentation of concession receipts and disbursements shall be kept on a bi-weekly basis. All detailed records associated with each program shall be made available for review within ten days by N.O.C., upon request from the City of Norman. The annual report shall also include the following:

1. Narrative of all league and tournament activity
2. Organization mission statement and goals
3. All league and tournament fee structure
4. Number of games, teams, players, tournaments and scholarships
5. Age of participants

6. Breakdown of revenues by category (equipment, labor, supplies, capital, etc)
7. Disclosure of all commission, refunds and rebates to the organization
8. Beginning and ending fund balances
9. Annual budgets including revenues, m & o and capital costs
10. Current record of officers including who can authorize expenditures
11. Names of those responsible for maintaining books and records
12. A copy of incorporation documents and non-profit certification

G. N. O. C. shall provide an overall schedule to the Parks and Recreation Department of regular season play as well as dates of tournaments and other sanctioned events.

H. N. O.C. shall provide to the Parks and Recreation Department an estimated budget prior to the spring and fall seasons. The budgets shall include revenue and expenditure projections in the areas of concessions, league play, tournament play, capital equipment and capital improvements.

I. N.O.C. agrees that all sub contractors agreements shall be designed to be financially beneficial to N.O.C. and that a copy of all such agreements shall be provided to the City upon request.

J. N.O.C. agrees that no officer or member of N.O.C. shall be allowed a commission, refund or rebate of any kind relative to the Reaves Park baseball or football program or this contract.

K. N.O.C. agrees to maintain all financial records associated with baseball and football for a period of seven years. These financial records shall be maintained in such detail to account for gross receipts and expenditures for all significant organization activities. Financial recording system shall be reviewed and approved by the City's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.

L. Proceeds from the operation of the Reaves Park Complex shall be used for the operation, maintenance and improvement of the Complex. After the necessary operating expenses, maintenance and improvements have been made, any balance remaining may be used for other Optimist programs benefiting the youth of Norman. The City of Norman Parks and Recreation Department shall review and report to Council annually that all necessary maintenance and improvements have been made to the Complex. Any improvements made with funds from the complex are to remain as part of the complex.

(8) It is further understood and agreed between the parties that the right and privilege granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities on said Reaves and Griffin Park complexes, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.

(9) N. O. C. agrees that no permanent structure of any nature shall be constructed by N. O. C. upon any area used under this contract until detailed plans have been submitted to the Parks and Recreation Department of any proposed construction and approval, in writing, has been given by said department, and any permanent structure approved by the City becomes property of the City upon termination of this contract.

(10) N. O. C. agrees to pay one hundred percent (100%) of all electric costs used by N.O.C. at Reaves and Griffin Parks. Payment shall be made not less than one time per year. Time of payment or payments shall be mutually agreed by both parties.

(11) It is further understood that the facilities governed by this agreement are public facilities and that N. O. C. shall be responsible for third party leases of said facilities when available for public use.

(12) It is further agreed that should the City receive a third party request to use the facilities N.O.C. shall make a reasonable effort to accommodate said request, said approval not to be unreasonably withheld by N.O.C.

(13) It is understood that N. O. C. may charge a light fee to any group which, during its lease, is requesting light usage. However, the assessed fee shall not exceed the City's then current fee for the use of ballfield lights. N. O. C. shall be responsible for activating and deactivating any and all light usage at the Reaves and Griffin Park facilities. It is also understood that N.O.C. may charge additional fees in an amount to recover any maintenance expense which might be incurred by N.O.C. N.O.C. agrees that all fees charged to third party agreements shall be applied consistently.

(14) It is further agreed that both parties shall have the right to cancel this contract in the event of any violation of any ordinance, sanitary regulation or any violation of the provisions of the contract. Should it be determined that a default has occurred in the contract, the party in the fault shall have thirty (30) days from the date of notice to cure said default. Prior to such cancellation, N. O. C. shall be afforded a hearing before the Board of Park Commissioners, if requested, but the results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract. Such cancellation shall be effective thirty (30) days after the delivery of notice of cancellation. Any such notice shall be delivered to the president of N. O. C. or other person as designated by the N. O. C., and the N. O. C. agrees to post on their website within ten (10) days after its annual election the names of its officers for the ensuing year the addresses to which such notice may be delivered. Any notice to be given to the City shall be delivered to the Parks and Recreation Department of the City of Norman.

(15) In the event this contract is canceled, for any reason, N. O. C. shall have the right to remove any movable non-permanent improvements and/or structures provided or donated entirely by the N. O. C. within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

(16) Further, the City of Norman may terminate this agreement, whenever the subject premises may be needed for any other public purpose other than baseball or football. Said termination shall be subject to the same notice provisions and cancellation provisions as stated above.

(17) N. O. C. agrees further that it will not deny membership in such N. O. C. to any person on the basis of race, religion, color, creed, sex, age, ancestry or national origin.

This Agreement shall not be assigned by N. O. C. without prior written consent of the City of Norman, said consent not to be unreasonably withheld.

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

NORMAN OPTIMIST CLUB

BY _____
President

Before me, the undersigned, a Notary Public in and for said County and State, this 17th day of August, 2012, personally appeared Russ Lowry to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his 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: 12-24-2012

Approved as to form and legality this 23 day of August, 2012.

_____
City Attorney

CITY OF NORMAN

BY _____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A
RESPONSIBILITIES OF NORMAN OPTIMIST CLUB AT REAVES PARK

1. Drag, mark and maintain infields and outfields with the exception of responsibilities of City provided in Exhibit B.

2. Maintain infields including watering.

3. Require that all teams have proper equipment to participate in the program in a safe manner.

4. Maintain the irrigation system of all fields.

5. Pick up trash on a daily basis in complex and common areas around playing fields including parking area adjacent to fields during program use.

6. Make minor fencing and backstop repairs and maintenance including painting and other necessary repairs.

7. Provide necessary repairs including painting to bleachers and player's benches.

8. Apply adequate water to field areas.

9. Pay the electrical cost as provided herein.

10. It is the responsibility of Norman Optimist Club, Inc. to make reasonable efforts to insure that any player wanting to play baseball or football who registers by the deadline will be placed on a team. If more players register than is reasonable for team rosters, players will be wait-listed or refused based on latest date of registration.

11. Provide all necessary restroom and building maintenance for restroom facility and indoor practice facility at Reaves Park baseball complex.

12. Turn off electrical breakers to all scoreboards on a daily basis.

RESPONSIBILITIES OF NORMAN OPTIMIST CLUB AT GRIFFIN PARK

1. Pay the electric cost as provided herein.

2. Remove all trash on a daily basis following N.O.C.'s use of said facilities.

EXHIBIT B

RESPONSIBILITIES OF THE CITY OF NORMAN (CITY)
AT REAVES PARK

1. Mowing infields and outfields and non playing areas.

2. Major fencing repairs and maintenance not caused by Lessee negligence.

3. Lighting repairs and maintenance.

4. Application of weed killer to fence rows.

5. Fertilizing outfields and infields at least twice per year.

6. Till designated areas in off season, once each year.

7. When possible, provide or make available specialty equipment, owned by the City, for proper field maintenance.

8. Winterize plumbing in the concession building following season completion notice by N.O.C.

9. Maintain 4" main trunk line which feeds sprinkler system.

10. Install safety netting provided by N.O.C. above spectator area for field safety.

11. Remove safety netting at the conclusion of the baseball season.

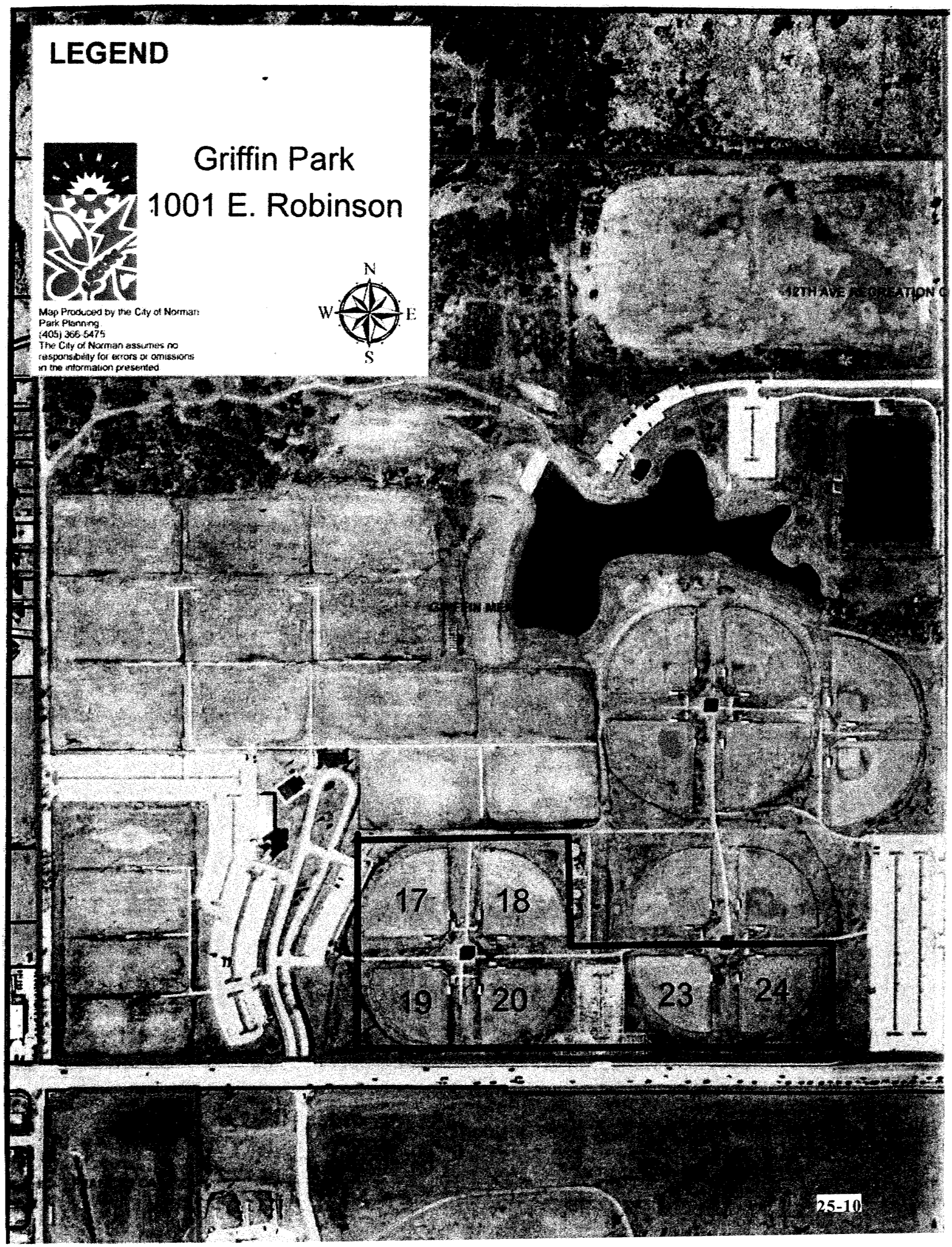
RESPONSIBILITIES OF THE CITY OF NORMAN (CITY)
AT GRIFFIN PARK

1. Provide initial cutting and painting of yard lines on outfields for football practice areas.

2. Mowing and all field maintenance.

3. Allow access to restroom facilities during the week.

4. Provide working lights for practices.


LEGEND
Griffin Park
1001 E. Robinson
N
W
E
S
Map Produced by the City of Norman
Park Planning
(405) 366-5475
The City of Norman assumes no
responsibility for errors or omissions
in the information presented
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REAVES PARK

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W E
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REAVES PARK ACCESS RD

LAWRENCE AVE

DECATUR AVE

PREBLE AVE

MONITOR AVE

Contract # K-1112-51

AGREEMENT

This Agreement is a contract, made and entered into this 13th day of September, 2011, by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Norman Optimist Club a non-profit corporation, hereinafter called "N.O.C."

WITNESSETH:

WHEREAS, the City is the lessee of public property in Cleveland County, Oklahoma, known as Reaves Park baseball complex located in Reaves Park.

WHEREAS, the City recognizes that the said Reaves Park baseball complex shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City, and

WHEREAS, N. O. C. desires to occupy and use a certain area of the Reaves Park and Griffin Park for the purpose of providing baseball and football programs for the use and benefit of its members, the youth of Norman, and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to N.O.C. to use, manage and operate for the purpose stated, the following described property, to-wit:

> Those parts of the Reaves Park which have been developed and are known as the Reaves Park baseball complex, as shown on the drawing which is attached hereto and made a part hereof. More particularly described as follows:
>
> Those parts of Griffin Park known as athletic fields 17, 18, 19, 20, 23 and 24, from September through November, for the purpose of providing football practice facilities.

To have and to hold for a term of one (1) year from the date of the execution of this lease, with the option to renew the contract upon agreement by both parties for an additional three (3) years. The contract may be terminated at any time in accordance with the provisions herein.

(2) N. O. C. agrees to pay to the City for such rights and privilege the sum of one dollar ($1.00) per year, which sum shall be payable in advance.

(3) It is agreed between the parties hereto that the purpose of this agreement is for N. O. C. to provide practice and playing fields, to hold and arrange youth baseball leagues, games and competitions for boys ages nine (9) years and older and youth football leagues, games and competitions for youth in grades K through sixth (6th).

It is understood and agreed that N. O. C. has adopted safety rules and regulations, copies of which are on file with the City, and will continue to practice and enforce such rules and regulations.

(4) The City shall be allowed to appoint one person to attend all meetings of the N.O.C. football and baseball subcommittees. The City appointee shall effectively serve as City advisor to the N. O. C. in order to express the City's position on issues of mutual concern, to facilitate communication, and to act as liaison between the City Council and the N.O.C.

(5) N. O. C. agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by N. O. C.'s use of said right and privilege or that of its agents or employees; provided, however, that N. O. C. shall not be liable for injury, damage or loss occasioned by the negligence of the City, its agents or employees; and provided further that the City shall give to N. O. C. prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect N. O. C., and N. O. C. shall have the right to compromise and defend the same to the extent of its own interest.

N. O. C. shall, at its own expense, keep in force insurance of the following types, naming the City as additional insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with N. O. C.'s use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's negligence and N. O. C. shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by N. O. C., to wit:

(A) Worker's Compensation Insurance as prescribed by State Statute, if applicable.

(B) Provide liability insurance for both personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

(6) (A) N. O. C. agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all trash, of every kind, deposited upon said ground by N. O. C., its members or patrons trash each day at its own expense. The City will provide sanitation dumpsters at the parks for the N. O. C.'s and the City's use at no charge to N.O.C.

(B) N. O. C. shall perform all maintenance duties and activities described in the attached exhibit A.

(C) N. O. C. agrees to apply adequate water at the Reaves Park complex, to be provided by the City, to keep all vegetation within the described grounds viable and healthy throughout the growing season.

(D) N. O. C. agrees to maintain the existing irrigation system at Reaves Park at it's own expense and agrees to return said system to the City in proper working condition at such time as this lease is terminated by either party. City agrees that irrigation system shall be in proper working order at the time this contract becomes effective.

(E) The City shall perform maintenance duties and activities described in the attached exhibit B.

(7) A. N. O. C. shall schedule and monitor how the premises are used. This contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of N. O. C. N. O. C.'s enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.

B. N. O. C. may charge an admission charge for sanctioned league games, tournament games or for any other sanctioned N. O. C. event if deemed appropriate or necessary by N.O.C.

C. Unless previously agreed by the City and N.O.C., all tournament proceeds shall be made payable to N.O.C. Third party tournament hosts shall be required to submit expenditure receipts to N.O.C. for any proceeds derived by a tournament at the Reaves Park facility. Said tournament proceeds may only be used for the purpose of benefiting the youth of Norman or those participating in the program. No other receipts shall be acceptable. Third party tournament organizers shall meet the same financial and tax reporting guidelines required of N.O.C. by the City.

D. N.O.C. agrees to provide concession operations for all league and tournament games.

E. N.O.C. agrees that all designated parking areas provided for in the agreement shall not be used by N.O.C. at any time during the Medieval Fair unless otherwise agreed to by the city.

F. N. O. C. shall supply an annual report for each program to the City Parks and Recreation Department and the Norman City Council prior to January 1st of each year. The annual report shall include a summary of all activity along with revenue and expenditure summaries for the areas of concessions, league play and tournament play for the preceding year. Documentation of concession receipts and disbursements shall be kept on a bi-weekly basis. All detailed records associated with each program shall be made available for review within ten days by N.O.C., upon request from the City of Norman. The annual report shall also include the following:

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H. N. O.C. shall provide to the Parks and Recreation Department an estimated budget prior to the spring and fall seasons. The budgets shall include revenue and expenditure projections in the areas of concessions, league play, tournament play, capital equipment and capital improvements.

I. N.O.C. agrees that all sub contractors agreements shall be designed to be financially beneficial to N.O.C. and that a copy of all such agreements shall be provided to the City upon request.

J. N.O.C. agrees that no officer or member of N.O.C. shall be allowed a commission, refund or rebate of any kind relative to the Reaves Park baseball or football program or this contract.

K. N.O.C. agrees to maintain all financial records associated with baseball and football for a period of seven years. These financial records shall be maintained in such detail to account for gross receipts and expenditures for all significant organization activities. Financial recording system shall be reviewed and approved by the City's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.

L. Proceeds from the operation of the Reaves Park Complex shall be used for the operation, maintenance and improvement of the Complex. After the necessary operating expenses, maintenance and improvements have been made, any balance remaining may be used for other Optimist programs benefiting the youth of Norman. The City of Norman Parks and Recreation Department shall review and report to Council annually that all necessary maintenance and improvements have been made to the Complex. Any improvements made with funds from the complex are to remain as part of the complex.

(8) It is further understood and agreed between the parties that the right and privilege granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities on said Reaves and Griffin Park complexes, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.

(9) N. O. C. agrees that no permanent structure of any nature shall be constructed by N. O. C. upon any area used under this contract until detailed plans have been submitted to the Parks and Recreation Department of any proposed construction and approval, in writing, has been given by said department, and any permanent structure approved by the City becomes property of the City upon termination of this contract.

(10) N. O. C. agrees to pay one hundred percent (100%) of all electric costs used by N.O.C. at Reaves and Griffin Parks. Payment shall be made not less than one time per year. Time of payment or payments shall be mutually agreed by both parties.

(11) It is further understood that the facilities governed by this agreement are public facilities and that N. O. C. shall be responsible for third party leases of said facilities when available for public use.

(12) It is further agreed that should the City receive a third party request to use the facilities N.O.C. shall make a reasonable effort to accommodate said request, said approval not to be unreasonably withheld by N.O.C.

(13) It is understood that N. O. C. may charge a light fee to any group which, during its lease, is requesting light usage. However, the assessed fee shall not exceed the City's then current fee for the use of ballfield lights. N. O. C. shall be responsible for activating and deactivating any and all light usage at the Reaves and Griffin Park facilities. It is also understood that N.O.C. may charge additional fees in an amount to recover any maintenance expense which might be incurred by N.O.C. N.O.C. agrees that all fees charged to third party agreements shall be applied consistently.

(14) It is further agreed that both parties shall have the right to cancel this contract in the event of any violation of any ordinance, sanitary regulation or any violation of the provisions of the contract. Should it be determined that a default has occurred in the contract, the party in the fault shall have thirty (30) days from the date of notice to cure said default. Prior to such cancellation, N. O. C. shall be afforded a hearing before the Board of Park Commissioners, if requested, but the results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract. Such cancellation shall be effective thirty (30) days after the delivery of notice of cancellation. Any such notice shall be delivered to the president of N. O. C. or other person as designated by the N. O. C., and the N. O. C. agrees to post on their website within ten (10) days after its annual election the names of its officers for the ensuing year the addresses to which such notice may be delivered. Any notice to be given to the City shall be delivered to the Parks and Recreation Department of the City of Norman.

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This Agreement shall not be assigned by N. O. C. without prior written consent of the City of Norman, said consent not to be unreasonably withheld.

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

NORMAN OPTIMIST CLUB

ATTEST:

Secretary

BY

President

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of Sept., 2011, personally appeared Russ Lowry to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his 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 Suzanne E. Terry #01000390
My Commission Expires: 30 June 2013

Approved as to form and legality this 8th day of September, 2011.

City Attorney

CITY OF NORMAN

ATTEST:

BY

Mayor

City Clerk

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

EXHIBIT A
RESPONSIBILITIES OF NORMAN OPTIMIST CLUB AT REAVES PARK

1. Drag, mark and maintain infields and outfields with the exception of responsibilities of City provided in Exhibit B.

2. Maintain infields including watering.

3. Require that all teams have proper equipment to participate in the program in a safe manner.

4. Maintain the irrigation system of all fields.

5. Pick up trash on a daily basis in complex and common areas around playing fields including parking area adjacent to fields during program use.

6. Make minor fencing and backstop repairs and maintenance including painting and other necessary repairs.

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8. Apply adequate water to field areas.

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RESPONSIBILITIES OF NORMAN OPTIMIST CLUB AT GRIFFIN PARK

1. Pay the electric cost as provided herein.

2. Remove al trash on a daily basis following N.O.C.'s use of said facilities.

EXHIBIT B

RESPONSIBILITIES OF THE CITY OF NORMAN (CITY) AT REAVES PARK

1. Mowing infields and outfields and non playing areas.
2. Major fencing repairs and maintenance not caused by Lessee negligence.
3. Lighting repairs and maintenance.
4. Application of weed killer to fence rows.
5. Fertilizing outfields and infields at least twice per year.
6. Till designated areas in off season, once each year.
7. When possible, provide or make available specialty equipment, owned by the City, for proper field maintenance.
8. Winterize plumbing in the concession building following season completion notice by N.O.C.
9. Maintain 4" main trunk line which feeds sprinkler system.
10. Install safety netting provided by N.O.C. above spectator area for field safety.
11. Remove safety netting at the conclusion of the baseball season.

RESPONSIBILITIES OF THE CITY OF NORMAN (CITY) AT GRIFFIN PARK

1. Provide initial cutting and painting of yard lines on outfields for football practice areas.
2. Mowing and all field maintenance.
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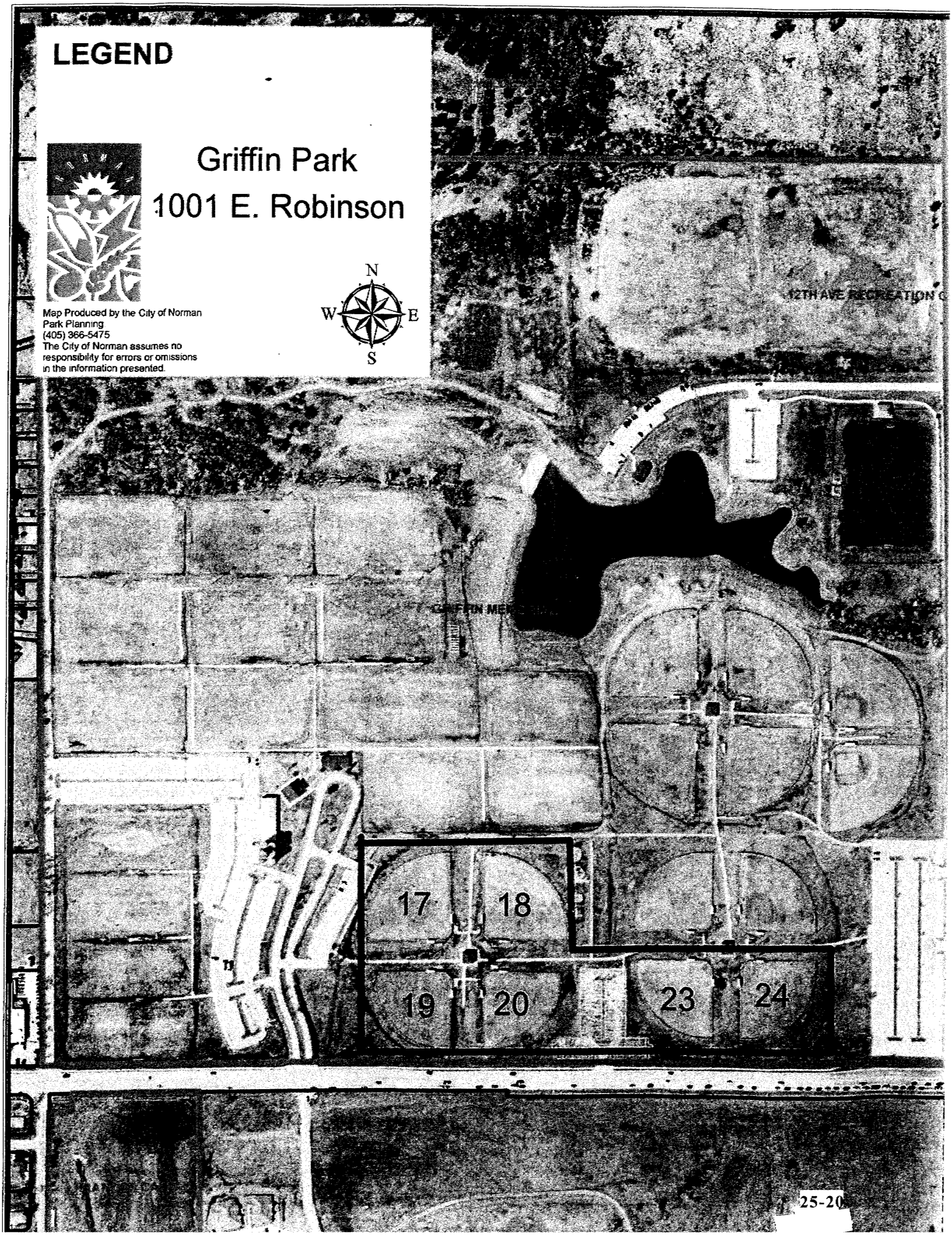
4. Provide working lights for practices.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responsibility for errors or omissions
in the information presented.
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City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-63

File ID:	K-1213-63	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 26	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**		**File Created:**	08/20/2012
File Name:	K-1213-63 Football Academy			**Final Action:**	

Title: CONTRACT NO. K-1213-63: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE FOOTBALL ACADEMY, INC., FOR THE USE OF GRIFFIN PARK FOOTBALL FIELD NOS. THREE AND FOUR FOR THE FACILITATION OF ADULT FLAG FOOTBALL AND TERMINATION OF CONTRACT NO. K-1112-47.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-63 with the Football Academy, Inc.; and, if approved, authorize the execution thereof and terminate Contract No. K-1112-47.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 26

Attachments: Text File Football Academy, K-1213-63, K-1112-47

Project Manager: Jud Foster, Director of Parks and Recreation

Entered by: suzanne.terry@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-63

Body

BACKGROUND: Contract No. K-1112-47 with Football Academy, Inc. expires on 13 September 2012. Football Academy, Inc. has provided a flag football program for adults in Norman since 2000. The flag football program operates on Football Fields Three and Four.

DISCUSSION: Contract No. K-1213-63 with Football Academy, Inc. is exactly the same as the previous contract with the exceptions of the term being extended to a three-year period and a clarification on the type of field line markings that will be used.

The term in the previous contract was for a period of one year to allow for an evaluation of the proposed field allocation at Griffin Park. A field allocation subcommittee of the Board of Park Commissioners was formed and has reviewed those allocations with the Football Academy, Inc. The committee's recommendation to the Board of Park Commissioners was to continue the field allocation currently in place for a period of three years. At their meeting on 2 August 2012, the Board of Park Commissioners voted 8 - 0 in favor of this recommendation. These provisions have now been incorporated into the new Contract No K-1213-63.

RECOMMENDATION 1: It is recommended that City Council Terminate Contract No. K-1112-47 with Football Academy, Inc. for the Use of Griffin Park Football Fields for the Parks and Recreation Department

RECOMMENDATION 2: It is further recommended that City Council approve Contract No. K-1213-63 with Football Academy, Inc. for the Use of Griffin Park Football Fields three and four in order to provide an adult flag football program for the Parks and Recreation Department.

Contract #K-1213-63

AGREEMENT

This Agreement is a contract, made and entered into this_____day of_____, 2012 by and between the City of Norman, a municipal corporation, hereinafter called the "City," and Football Academy, Inc., a non-profit corporation.

WITNESSETH:

WHEREAS, the City is the lessee of public property in Cleveland County, Oklahoma, known as Griffin Community Park, and which was leased from the State of Oklahoma with public funds for a period of 50 years beginning in 1986 and ending in 2036 for the purpose of establishing and maintaining a public park, and

WHEREAS, the City recognizes that the said Griffin Community Park shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City, and

WHEREAS, Football Academy, Inc. desires to occupy and use a certain area of the Griffin Community Park for the purpose of providing an adult flag football program, for the use and benefit of its members, the adults of Norman and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to Football Academy, Inc. to use, for the purpose stated, the following described property, to-wit:

> Those parts of the Griffin Community Park which have been developed and are known as athletic fields number three (3) and four (4), as shown on the drawing which is attached hereto and made a part hereof. Football Academy, Inc. accepts football fields number three (3) and four (4) in their current condition and agrees to be responsible for any and all modifications to the facility as may be necessary.

(2) Term: This contract shall be in effect for the period of three (3) years from the date of the execution of this lease, with the option to renew the contract upon agreement by both parties for an additional three (3) year term. The contract may be terminated at any time in accordance with the provisions herein.

(3) It is agreed between the parties hereto that the purpose of operating Football Academy, Inc. is to provide practice and playing fields, football facilities and equipment in Norman for Football Academy, Inc. , to hold and arrange for football leagues, games and competitions for the adults of Norman and participants in grades seven and above, if desired, and also to provide supervised instruction and training for beginners of the sport of football.

(4) It is understood and agreed that Football Academy, Inc. has adopted safety rules and regulations, a copy of which is on file with the City, and will continue to practice and enforce such rules and regulations.

(5) The City shall be allowed to appoint one person to attend all football meetings of Norman Football Academy, Inc. with all powers and privileges of the Football Committee. The City appointee shall effectively serve as City advisor to Football Academy, Inc., in order to express the City's position on issues of mutual concern, to facilitate communication, and to act as liaison between the City Council and Football Academy, Inc. during the use of aforementioned fields.

(6) Football Academy, Inc. agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by Football Academy, Inc.'s use of said right and privilege or that of its agents or employees; provided, however, that Football Academy, Inc. shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that the City shall give to Football Academy, Inc. prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect Football Academy, Inc., and Football Academy, Inc. shall have the right to compromise and defend the same to the extent of its own interest.

(7) Football Academy, Inc. shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Football Academy, Inc.'s use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Football Academy, Inc. shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Football Academy, Inc., to wit:

A. Worker's Compensation Insurance as prescribed by State Statute, if applicable.

B. Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

(8) A. Football Academy, Inc. agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all debris, of every kind, deposited upon said grounds by Football Academy, Inc., its members or patrons, at the conclusion of each and every period of use, at its own expense. The City will provide sanitation dumpsters at three locations within Griffin Community Park for Football Academy, Inc. and City's use.

B. Football Academy, Inc. shall perform all maintenance duties and activities described in the attached exhibit A.

(9) A. Football Academy, Inc. shall schedule and periodically monitor how the premises are used. Football Academy, Inc. shall not charge admission for regularly scheduled league games or make-ups for regularly scheduled league games. Football Academy, Inc. shall allow the general public attendance and observation from any appropriate areas reserved for spectators to any league game without charge; provided that this contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of Football Academy, Inc. Football Academy Inc.'s enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.

B. Football Academy, Inc. may charge an admission charge for any sanctioned tournament game or for any other sanctioned football event only after prior approval of the charge has been given by the City.

C. Football Academy, Inc. agrees to consider and make available Griffin Community Park fields three (3) and four (4) during periods when fields are not scheduled for use by Football Academy, Inc. providing request for use by other sports associations is received at least 60 days in advance of requested dates. Football Academy, Inc. agrees that no fees may be charged to other sports associations for said field use other than those provided for in this agreement.

(10) Football Academy, Inc. shall supply an annual report to the City of Norman Parks and Recreation Department. The annual report shall include a summary of all activity along with revenue and expenditure summaries for all activity for the preceding year. All detailed records associated with the Football Academy, Inc. shall be made available for review within ten days by the Football Academy, Inc. upon request from the City of Norman.

1) Narrative of all football leagues and tournament activity.
2) Organization mission statement and goals.
3) All league and tournament fee structures.
4) Number of games, team players, tournaments and scholarships.
5) Age of participants.
6) Breakdown of expenditures by category i.e. equipment, labor, supplies, capital, etc.
7) Disclosure of all commissions, refunds and rebates to the organization.
8) Beginning and ending fund balances.
9) Annual budget including revenues, maintenance and operating, and capital costs.
10) Current record of officers including addresses and phone number, and persons authorized to make expenditures on behalf of Football Academy, Inc.
11) Names of those responsible for maintaining books and records.
12) A copy of incorporation documents and non-profit certification.

(11) Football Academy, Inc. shall provide an overall schedule to the Parks and Recreation Department of regular season play, as well as dates of tournaments and other sanctioned events.

(12) Football Academy, Inc. shall provide to the Parks and Recreation Department an estimated budget prior to the beginning of all leagues. The budgets shall include revenue and expenditure projections in the areas of league play, tournament play, capital equipment and capital improvements.

(13) Football Academy, Inc. agrees that no officer or member of Football Academy, Inc. shall be allowed a commission, refund or rebate of any kind relative to the Football Academy, Inc. program at Griffin Park.

(14) Football Academy, Inc. agrees to maintain all financial records associated with the Football program for a period of seven years. These financial records shall be maintained in such detail to account for gross receipts and expenditures for all significant organizational activities. Financial recording system shall be made available for review upon request by the City of Norman's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.

(15) It is further understood and agreed between the parties that the rights and privileges granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities on said Griffin Community Park, including all sanitary regulations of any governmental authority which the City may be authorized to enforce.

(16) Football Academy, Inc. agrees that no structure of any nature shall be erected by Football Academy, Inc. upon any area used under this contract until detailed plans have been submitted to the Parks and Recreation Director of any proposed construction and approval, in writing, has been given by said director.

(17) Football Academy, Inc. agrees to pay the electrical cost for the use of Griffin Park Football fields number three and four, during their league games and/or practices and tournaments at the rate of (number of fixtures X 1.6 X $.10) or $3.20 per hour per field.

(18) It is further agreed that the City shall have the right to cancel this contract in the event of any violation of any ordinance, sanitary regulation or any of the provisions of the contract. Prior to such cancellation Football Academy, Inc. shall be afforded a hearing before the board of Park Commissioners, if requested, but the results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract. Such cancellation shall be effective thirty (30) days after the mailing or delivery of notice of cancellation to Football Academy, Inc. Any such notice shall be mailed or delivered to such officer of Football Academy, Inc. or other person as designated by Football Academy, Inc., and Football Academy, Inc. agrees to inform the City immediately after its annual election the names of its officers for the ensuing year and the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall

be delivered to the Parks and Recreation Director of the City of Norman. Football Academy, Inc. shall have the right to cancel this contract providing it gives a 30 day notice to the Parks and Recreation office.

(19) In the event this contract is cancelled, for any reason, Football Academy, Inc. shall have the right to remove any movable improvements and/or structures placed upon the property by Football Academy, Inc. within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

(20) Further, the City of Norman may terminate this agreement, whenever the subject premises may be needed for any other public purpose for which the premises were dedicated. Said termination shall be subject to the same notice provisions and cancellation provisions as stated above.

(21) Football Academy, Inc. agrees further that it will not deny membership in such organization to any person on the basis of race, religion, color, creed, sex, age, ancestry or national origin.

This Agreement shall not be assigned by Football Academy, Inc. without prior written consent of the City of Norman.

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

FOOTBALL ACADEMY, INC.

BY _____

President

Before me, the undersigned, a Notary Public in and for said County and State, this 4 day of Sept., 2012, personally appeared Mickey Williams to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his 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:
30 Jan. 2013
01000390

Approved as to form and legality this 5th day of September, 2012.

City Attorney

CITY OF NORMAN

BY _____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A
RESPONSIBILITIES OF
FOOTBALL ACADEMY, INC.

1. Mark or prepare fields prior to each game (paint or chalk only, lines shall not be cut.)

2. Insure that all teams have proper safety equipment to participate in the sport in a safe manner.

3. Pick up trash on a daily basis in the field complex and common areas around playing field.

4. Pay the electrical cost at the rate of number of fixtures X 1.6 X $.10 per hour, or $3.20 per hour per field.

5. Insure that any player who registers by the deadline will be placed on a team according to league rules.

EXHIBIT B
RESPONSIBILITIES OF
THE CITY OF NORMAN

1. Major fence repairs and maintenance.

2. Lighting repairs and maintenance.

3. Provide initial marking of yard and field lines.

Contract #K-1112-47

AGREEMENT

This Agreement is a contract, made and entered into this 13th day of September, 2011 by and between the City of Norman, a municipal corporation, hereinafter called the "City," and Football Academy, Inc., a non-profit corporation.

WITNESSETH:

WHEREAS, the City is the lessee of public property in Cleveland County, Oklahoma, known as Griffin Community Park, and which was leased from the State of Oklahoma with public funds for a period of 50 years beginning in 1986 and ending in 2036 for the purpose of establishing and maintaining a public park, and

WHEREAS, the City recognizes that the said Griffin Community Park shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City, and

WHEREAS, Football Academy, Inc. desires to occupy and use a certain area of the Griffin Community Park for the purpose of providing an adult flag football program, for the use and benefit of its members, the adults of Norman and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to Football Academy, Inc. to use, for the purpose stated, the following described property, to-wit:

> Those parts of the Griffin Community Park which have been developed and are known as athletic fields number three (3) and four (4), as shown on the drawing which is attached hereto and made a part hereof. Football Academy, Inc. accepts football fields number three (3) and four (4) in their current condition and agrees to be responsible for any and all modifications to the facility as may be necessary.

(2) Term: This contract shall be in effect for the period of one (1) year from the date of the execution of this lease, with the option to renew the contract upon agreement by both parties for an additional three (3) year term. The contract may be terminated at any time in accordance with the provisions herein.

(3) It is agreed between the parties hereto that the purpose of operating Football Academy, Inc. is to provide practice and playing fields, football facilities and equipment in Norman for Football Academy, Inc. , to hold and arrange for football leagues, games and competitions for the adults of Norman and participants in grades seven and above, if desired, and also to provide supervised instruction and training for beginners of the sport of football.

(4) It is understood and agreed that Football Academy, Inc. has adopted safety rules and regulations, a copy of which is on file with the City, and will continue to practice and enforce such rules and regulations.

(5) The City shall be allowed to appoint one person to attend all football meetings of Norman Football Academy, Inc. with all powers and privileges of the Football Committee. The City appointee shall effectively serve as City advisor to Football Academy, Inc., in order to express the City's position on issues of mutual concern, to facilitate communication, and to act as liaison between the City Council and Football Academy, Inc. during the use of aforementioned fields.

(6) Football Academy, Inc. agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by Football Academy, Inc.'s use of said right and privilege or that of its agents or employees; provided, however, that Football Academy, Inc. shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that the City shall give to Football Academy, Inc. prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect Football Academy, Inc., and Football Academy, Inc. shall have the right to compromise and defend the same to the extent of its own interest.

(7) Football Academy, Inc. shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Football Academy, Inc.'s use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Football Academy, Inc. shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Football Academy, Inc., to wit:

A. Worker's Compensation Insurance as prescribed by State Statute, if applicable.
B. Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

(8) A. Football Academy, Inc. agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all debris, of every kind, deposited upon said grounds by Football Academy, Inc., its members or patrons, at the conclusion of each and every period of use, at its own expense. The City will provide sanitation dumpsters at three locations within Griffin Community Park for Football Academy, Inc. and City's use.

B. Football Academy, Inc. shall perform all maintenance duties and activities described in the attached exhibit A.

(9) A. Football Academy, Inc. shall schedule and periodically monitor how the premises are used. Football Academy, Inc. shall not charge admission for regularly scheduled league games or make-ups for regularly scheduled league games. Football Academy, Inc. shall allow the general public attendance and observation from any appropriate areas reserved for spectators to any league game without charge; provided that this contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of Football Academy, Inc. Football Academy Inc.'s enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.

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C. Football Academy, Inc. agrees to consider and make available Griffin Community Park fields three (3) and four (4) during periods when fields are not scheduled for use by Football Academy, Inc. providing request for use by other sports associations is received at least 60 days in advance of requested dates. Football Academy, Inc. agrees that no fees may be charged to other sports associations for said field use other than those provided for in this agreement.

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2) Organization mission statement and goals.
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4) Number of games, team players, tournaments and scholarships.
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11) Names of those responsible for maintaining books and records.
12) A copy of incorporation documents and non-profit certification.

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(15) It is further understood and agreed between the parties that the rights and privileges granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities on said Griffin Community Park, including all sanitary regulations of any governmental authority which the City may be authorized to enforce.

(16) Football Academy, Inc. agrees that no structure of any nature shall be erected by Football Academy, Inc. upon any area used under this contract until detailed plans have been submitted to the Parks and Recreation Director of any proposed construction and approval, in writing, has been given by said director.

(17) Football Academy, Inc. agrees to pay the electrical cost for the use of Griffin Park Football fields number three and four, during their league games and/or practices and tournaments at the rate of (number of fixtures X 1.6 X $.10) or $3.20 per hour per field.

(18) It is further agreed that the City shall have the right to cancel this contract in the event of any violation of any ordinance, sanitary regulation or any of the provisions of the contract. Prior to such cancellation Football Academy, Inc. shall be afforded a hearing before the board of Park Commissioners, if requested, but the results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract. Such cancellation shall be effective thirty (30) days after the mailing or delivery of notice of cancellation to Football Academy, Inc. Any such notice shall be mailed or delivered to such officer of Football Academy, Inc. or other person as designated by Football Academy, Inc., and Football Academy, Inc. agrees to inform the City immediately after its annual election the names of its officers for the ensuing year and the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be delivered to the Parks and Recreation Director of the City of Norman. Football Academy, Inc. shall have the right to cancel this contract providing it gives a 30 day notice to the Parks and Recreation office.

(19) In the event this contract is cancelled, for any reason, Football Academy, Inc. shall have the right to remove any movable improvements and/or structures placed upon the property by Football Academy, Inc. within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

(20) Further, the City of Norman may terminate this agreement, whenever the subject premises may be needed for any other public purpose for which the premises were dedicated. Said termination shall be subject to the same notice provisions and cancellation provisions as stated above.

(21) Football Academy, Inc. agrees further that it will not deny membership in such organization to any person on the basis of race, religion, color, creed, sex, age, ancestry or national origin.

This Agreement shall not be assigned by Football Academy, Inc. without prior written consent of the City of Norman.

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

FOOTBALL ACADEMY, INC.

ATTEST:

Cody Williams
Secretary

BY Mickey Williams
President

Before me, the undersigned, a Notary Public in and for said County and State, this 30 day of August, 2011, personally appeared Mickey Williams to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his 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.

Suzanne E. Terry
Notary Public

My Commission Expires:
30 January 2013 * 01000340

Approved as to form and legality this 31st day of August, 2011.

Dean Ahsner
City Attorney

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

CITY OF NORMAN

9/13/11 BY Cindy S Rosenthal
Mayor

ATTEST:

Brenda Hall
City Clerk

EXHIBIT A
RESPONSIBILITIES OF
FOOTBALL ACADEMY, INC.

1. Mark or prepare fields prior to each game.

2. Insure that all teams have proper safety equipment to participate in the sport in a safe manner.

3. Pick up trash on a daily basis in the field complex and common areas around playing field.

4. Pay the electrical cost at the rate of number of fixtures X 1.6 X $.10 per hour, or $3.20 per hour per field.

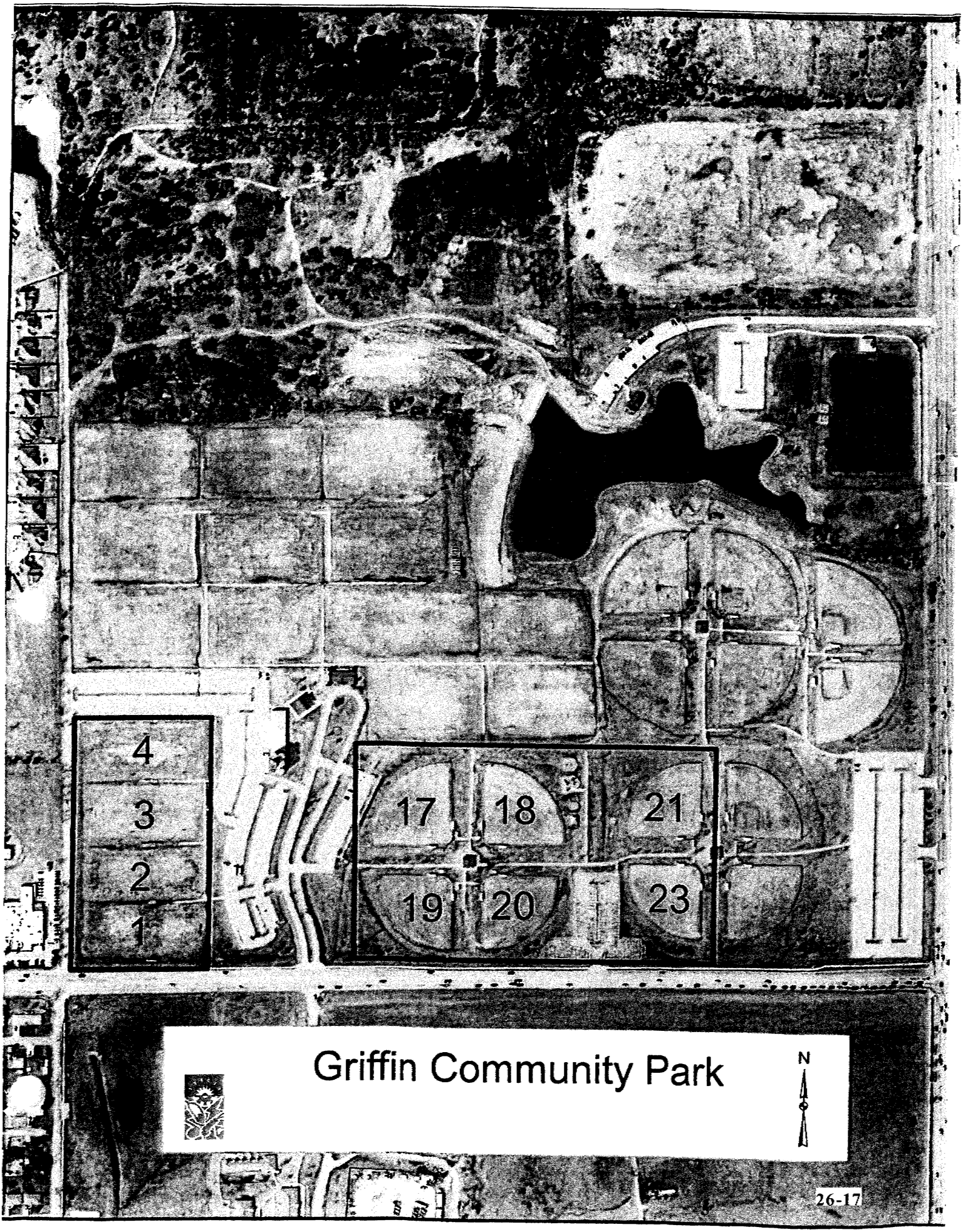
5. Insure that any player who registers by the deadline will be placed on a team according to league rules.

EXHIBIT B
RESPONSIBILITIES OF
THE CITY OF NORMAN

1. Major fence repairs and maintenance.

2. Lighting repairs and maintenance.

3. Provide initial cut of yard and field lines.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Griffin Community Park
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City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-64

File ID:	K-1213-64	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 27	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$43,700.00	**File Created:**	08/16/2012
File Name:	K-1213-64 Replacement Pump Station			**Final Action:**	

Title: CONTRACT NO. K-1213-64: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SMITH AND LOVELESS, INC., IN THE AMOUNT OF $43,700 FOR THE PURCHASE OF A REPLACEMENT PUMP STATION FOR THE WATER TREATMENT PLANT.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Contract No. K-1213-64 with Smith and Loveless, Inc., in the amount of $43,700; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 27

Attachments: Text File K-1213-64, Project Cost Estimates.pdf, K-1213-64, PR Smith and Loveless

Project Manager: Chris Mattingly, Water Treatment Superintendent

Entered by: chris.mattingly@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-64

body

BACKGROUND: The Water Treatment Plant has a small pump station that returns water from the settling lagoon to the head of the plant to be re-treated. This pump station handles residuals blow-down from the clarifiers and backwash water from the filters. The pump station is a Smith & Loveless vacuum primed pump station installed in 1982. It is mounted on top of the wet well, and all components are attached to a steel base plate. Since the base plate is not accessible for painting, it is beginning to get thin from rust and corrosion, and we are concerned that it may fail catastrophically in the near future. We included replacement of the pump station as an item on Phase II of the water treatment plant expansion. The consulting engineer estimated overall cost for design and construction

to be $297,640.

Since the existing station is adequate in capacity a re-design is not needed. Installation is relatively simple and within the capability of City personnel. The total project utilizing City personnel should range from $75,000 to $80,000.

DISCUSSION: We contacted Smith and Loveless and began discussions on the cost of a replacement pump station. Since our station was built several minor improvements have been made. The most significant to us is the addition of an option for a stainless steel base plate. We selected this option to achieve maximum life expectancy. Since Smith and Loveless is proprietary equipment, we also looked at two alternatives: a Gorman Rupp self priming pump station, and Paco submersible pumps similar to the ones Line Maintenance installs in sewage lift stations.

The Smith and Loveless and Gorman Rupp pump stations are complete units, pre-piped, pre-wired, and ready to set on the wet well and connect to piping and power. The Paco submersible pumps require more installation, and additional equipment must be furnished to make a complete installation. Adding the equipment costs, the Smith and Loveless price is $43,700, the Gorman Rupp price about $39,000 and the Paco price about $36,210.

In evaluating these pumps, it is important to look at the respective efficiency rate for each pump. The Smith and Loveless pumps are about 62.9% efficient, the Gorman Rupp about 46% efficient and the Paco submersible pumps about 53.5% efficient. We estimate the 20-year power cost to be about $72,000 for the Smith and Loveless, about $98,460 for the Gorman Rupp and about $84,670 for the Paco. Adding the 20-year power cost to the initial cost, the Smith and Loveless costs the least with a total of $115,700, followed by the Paco pump at $120,880 and the Gorman Rupp pump at $137,460.

We estimate labor to be equal for the Smith and Loveless and Gorman Rupp, but higher for the Paco. Therefore this would increase the cost difference between the Smith and Loveless and the Paco options. Funds in the amount of $70,000 are available in "Materials" account no. (031-9939-462.63-01) for this project WA0192.

RECOMMENDATION: The overall project will include adding a flow meter to measure the return flow, and radio telemetry panel to monitor and report status and flow. These items will be installed separately from the pumping equipment and are not addressed in this memo, but have an estimated cost of about $34,050 and were included in the project.

We recommend purchase of the pump station from Smith and Loveless at the quoted price of $43,700 as the lowest and best bid for this project.

Replace Return Pump Station at the Water Treatment Plant

Project Cost Comparison

Manufacturer	**Smith and Loveless**	**Gorman Rupp**	**Paco**
Equipment Type	Vacuum primed pump station	Self-priming pump station	Submersible pumps
Equipment Cost	$ 43,700.00	$ 39,000.00	$ 32,660.00
Electrical Controls	incl	incl	$ 3,550.00
Equipment Sub-total	**$ 43,700.00**	**$ 39,000.00**	**$ 36,210.00**
Power Cost	$ 72,005.39	$ 98,459.55	$ 84,672.64
Total 20-year cost	**$ 115,705.39**	**$ 137,459.55**	**$ 120,882.64**

Total Project Cost Estimate

Item	Estimated Cost
Pump Station	$ 43,700.00
Flow Meter	$ 3,550.00
Telemetry Panel	$ 10,000.00
Uni-strut stand	$ 1,000.00
Sun shield	$ 1,500.00
Flow meter pit	$ 15,000.00
Meter bypass piping	$ 3,000.00
Total	**$ 77,750.00**

CONTRACT FOR THE PURCHASE OF A PUMPING STATION BETWEEN NORMAN UTILITIES AUTHORITY AND SMITH & LOVELESS, INC.

This contract for the purchase of a Smith & Loveless Factory-Built Automatic Classic Pumping Station is entered into this _____ day of _____, 2012, by and between Norman Utilities Authority ("Buyer") and Smith & Loveless, Inc. ("Seller").

The specifications for the pumping station to be purchased are as follows:

Replacement Pump Station for S/N 16-2531:

ONE Smith & Loveless Factory-Built Automatic Classic Pumping Station complete with fiberglass housing and structural steel base suitable for installation on top of a 6'-0" inside diameter wet well opening. The principal items of equipment include two vertical, close-coupled, vacuum-primed, 4", 4B2B Smith & Loveless non-clog pumps; each capable of delivering 300 GPM at 85' TDH with a maximum static suction lift of 20', and each driven by 15 HP, 1760 RPM, 3 phase, 60 cycle, 460 volt motor; valves, 6" internal piping; central control panel with circuit breakers; motor starters and automatic pumping level controls; heater; priming pumps; ventilator and all internal wiring.

Accessory Items Included:

High water alarm
Single phase power failure alarm
3 phase power monitor relay alarm
Pump failure alarm
115 volt alarm light
115 volt alarm horn
Remote alarm contacts
Running time meters
Pump running lights
Compound pressure gauges
NEMA starters
Auxiliary 15 amp circuit breakers (total of 2)
3 KVa transformer
S&L Customer Service Representative on site during change out (2-days)
DURO-LAST® stainless steel baseplate

Specifically Excluded Items:

Precast concrete wet well
Concrete manhole sections, access hatches, and manhole covers
Unloading, hauling from nearest unloading area and storage
Excavation, backfilling, grading and all field labor
Concrete, concrete work, grout or grouting
Concrete embedded items/anchor bolts
Piping connections or any piping outside the pump station
Electrical wiring and conduit outside the pump station
Unpacking and installation of accessory items, including touch-up painting
Service entrance rated main disconnect switch/main circuit breaker
Transducer level control with microprocessor pump controller
Explosion-proof wet well ventilator
Explosion-proof wet well light fixture with switch
Standby generator set and controls

Specifically Excluded Items: (CONTINUED)

Generator receptacle
Auto transfer switch
Remote telemetry equipment
Flowmetering equipment
Transient Voltage Surge Suppression (TVSS)
Lightning arrestor
Reduced Voltage Solid State motor starters
Variable Frequency Drives (VFD's)
Meter base
Weather head
Area security light

PRICE, SUBMITTAL DATA & DELIVERY:

$43,700.00
F.O.B. factory plus any taxes, which may apply. Truck/Rail freight allowed to the job site, rail siding or nearest unloading area-unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Smith & Loveless at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

One day supervision of initial operation is included. If additional days are required, Seller will furnish a factory-trained supervisor for $850 per day including travel time plus actual travel expenses.

With continuing approval of the Smith & Loveless Credit Department, payments terms are 100% Net 30 days from date of shipment, or at time of start-up, whichever occurs first.

Seller to send Submittal Data for approval 4-5 weeks after receipt of complete details at Seller's factory.

Manufacturing completion is estimated 8-10 weeks after receipt in Seller's office of approved Submittal Data and/or after all notations or comments have been clarified, approved and inserted into the manufacturing documents by the Seller. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment.

ADDITIONAL TERMS AND CONDITIONS

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for sixty (60) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within sixty (60) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment, but will not exceed 1-1/2% per month.
B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.
C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.
D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.
E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.

2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Sellers estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.

3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.

4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.

7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.

8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.

9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.

10. SEVERABILITY – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.

12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at $25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at $50.00 each.

13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.

14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

NORMAN UTILITIES AUTHORITY

By_____
Chairman

ATTEST:

_____
Secretary

Approved as to form and legality

this 21st day of August, 20 12

_____
City Attorney

Agreed to this _____ day of _____, _____
at Lenexa, KS.

SMITH & LOVELESS, INC.

By_____
Authorized Signature

Prepared by Lisa Mills
Sales Representative

NOTE: **The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or to bind Seller in any way.**

PURCHASE REQUISITION NBR: 0000206583

STATUS: DIVISION APPROVAL

REQUISITION BY: LYNN DAVIS
REASON: CAP PROJECT-WTP RETURN PUMP STATION (REPLACEMENT)
DATE: 9/05/12

SHIP TO LOCATION: UD- WATER TREATMENT PLANT SUGGESTED VENDOR: 1893 SMITH & LOVELESS INCORPORATED DELIVER BY DATE: 6/30/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SMITH & LOVELESS VACUUM PRIMED WET WELL MOUNTED PUMP STATION, COMPLETE AND DELIVERED. (PUMP EVALUATION AND RESPECTIVE EFFICIENCY RATE FOR EACH PUMP DETERMINED THE 20-YEAR POWER COST OF THE SMITH & LOVELESS PLUS THE INITIAL COST OF THE PUMP STATION TO BE THE MOST COST EFFECTIVE.) CONTRACT NO. K-1213-64 COMMODITY: PUBLIC WORKS AND RELATED SUBCOMMOD: WATER SUPPLY PLANT OPERAT	43700.00	DOL	1.0000	43700.00	

REQUISITION TOTAL: 43700.00

REQUISITION QUOTES

		VENDOR NAME
SELECTED VENDOR:	43700.0000	1893 SMITH & LOVELESS INCORPORATED
	39000.0000	GORMAN RUPP
	36210.0000	PACO

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	03199394626301	Capital Projects Materials	WA0192 WTP Return Pump Station	100.00	43700.00
					43700.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-71

File ID:	K-1213-71	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 28	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**	$12,000.00	**File Created:**	08/29/2012
File Name:	K-1213-71 Craig Swan Norman Arts Council			**Final Action:**	

Title: CONTRACT NO. K-1213-71: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN ARTS COUNCIL, AND CRAIG SWAN IN THE AMOUNT OF $12,000 PROVIDED BY THE ARTS IN PUBLIC PLACES FUND FOR THE PURCHASE OF ARTWORK TO BE PLACED ON THE SIDEWALK WITHIN THE 200-300 BLOCK OF WEST MAIN STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-71 with the Norman Arts Council and Craig Swann; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 28

Attachments: Text File K-1213-71, K-1213-71, Sun Dial

Project Manager: Jud Foster, Director of Parks and Recreation

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-71

Body

BACKGROUND: The City of Norman and the Norman Arts Council have partnered in a project to install art in public places within the City of Norman. The most recent piece is "Indian Grass" within the round-about on East Main Street. Through this partnership, the Arts Council purchases art pieces, and the City provides a location for the piece(s) within public spaces owned by the City of Norman.

Currently, the Arts Council is proposing to purchase two new art pieces: "Sun Dial" and "Silver Lining", by Craig Swan and Johnathan Hils respectively, to be located in bump-outs adjacent to the

sidewalks within the 200-300 blocks of West Main Street.

DISCUSSION: The items for consideration by Council are two separate, identical contracts with each artist and the Norman Arts Council. The contracts provide for the execution of the pieces and installation along West Main Street. These contracts are similar to the contract with Juan and Patricia Navarette for "Indian Grass" in the East Main round-about.

The City of Norman will determine arrangement and placement of the pieces along the 200 to 300 blocks of West Main. The Norman Arts Council will be responsible for purchasing the piece from the artist and obtaining any necessary building permits prior to the completion of the Work. In addition, the Arts Council agrees to spend up to seven hundred dollars to prepare the site and/or base for the piece. The Artist will design, execute, fabricate, transport, and install the piece.

In addition to creating the piece, the artist agrees to provide a written description of the work, instructions for appropriate maintenance and preservation of the piece, and a compact disk containing photographs or other visual images of the piece.

Upon completion of the piece, the Norman Arts Council will purchase the Work from the Artist and subsequently transfer ownership to the City of Norman. The Artist will complete the work and installation by October 26, 2012. Final acceptance will be determined solely by the Norman Arts Council and the City of Norman. The City of Norman will receive ownership of the Work upon final acceptance. The City of Norman retains the right to subsequently remove the work if it presents a safety hazard or cannot be reasonably restored to its original structural or aesthetic integrity.

The artist shall be paid $12,000 by the Norman Arts Council in two installments, for the piece. The first installment of $4,200 will be paid upon delivery of signed contract between the artist, Norman Arts Council and the City of Norman. The second installment of $7,800 shall be paid upon final acceptance by the Norman Arts Council and the City of Norman. Funds for this purchase have previously been collected and appropriated to the Norman Arts Council through the Art in Public Places private donations program and through the Norman Arts Council portion of the Hotel Motel Tax collections.

As an independent contractor, the artist is responsible for any Worker's Compensation insurance and employee liability insurance that may be necessary while the work is being made, transported, or installed. Proof of insurance is required prior to beginning any work. The artist agrees to defend, indemnify and hold harmless the City of Norman, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent they are caused by the Artist, its agents and employees. The artist will indemnify the City of Norman, Oklahoma up to one hundred twenty-five thousand dollars ($125,000). All rights under the Copyrights Act of 1976 and the Visual Artists Rights Act of 1990 are applicable to this contract.

In addition, after the piece is installed, the City of Norman agrees not to alter, modify, change, destroy, or damage the piece without attempting to consult the artist first. However, the City of Norman may remove the piece if it becomes a safety hazard due to a deterioration in its condition.

RECOMMENDATION: Based upon the above and foregoing discussion, it is the staff

recommendation that Council approve and sign the attached contract, K-1213-71, if Council wishes to have Mr. Swan's piece "Sun Dial" fabricated and installed on West Main in Norman, Oklahoma.

Contract to Commission Artwork
Between
Norman Arts Council
City of Norman, OK
And
Craig Swan

THIS CONTRACT, made by and between the Norman Arts Council (hereinafter referred to as the "Client"), the City of Norman (hereinafter referred to as the "Owner"), and Craig Swan (hereinafter referred to as the "Artist") for a work of art (hereinafter referred to as the "Work") to be placed in a site selected by the Client and Owner within the 200 – 300 blocks of West Main in Norman, Oklahoma.

WHEREAS, the City Council of the City of Norman and the Norman Arts Council believe the beautification of the Main Street in downtown Norman will further enhance the quality of life in Norman, Oklahoma;

WHEREAS, all parties wish to promote and maintain the integrity and clarity of the Artist's ideas and statements as represented by the Work;

WHEREAS, the Selection Panel Advisory Board, the Public Arts Board, and the Client recommend the retention of the Artist for this Work;

WHEREAS, the parties wish to have the creation of the Work governed by the mutual obligations, covenants, and conditions herein;

THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

I. The Project: The Scope of Services

A. The Artist will design, execute, fabricate, transport, install and document the Work. These services shall be performed by Artist, and their assistants, as independent contractors.

B. Artist agrees that said Work will be consistent with and substantially similar to the maquette or model presented to the Client on August 19, 2012.

C. The Client agrees to purchase the Work, under the terms and conditions of this contract and subsequently transfer ownership to the Owner upon final approval and acceptance of the Work by the Owner and Client.

D. The permanent location for the work shall within the 200 – 300 blocks of West Main in Norman, Oklahoma on a site to be determined by Owner.

E. The Artist shall perform all services and furnish all supplies, materials and equipment necessary for the design, execution, fabrication, transportation and installation of the Work.

F. The Owner shall make known its specifications to the Artist prior to the rendering of their services.

G. The Owner shall determine the arrangement and placement of the final Work and the Client shall pay all costs and expenses of site preparation prior to the erection of the completed Work, including installation of an Owner-approved base and surrounding landscaping that may be necessary. The Client's financial commitment to provide a base and necessary landscaping shall not exceed $ 700.00. Client shall establish a project for that purpose with a corresponding appropriation. The Owner shall provide the Artist with a working template of the base to ensure proper seating of the Work.

H. The Artist shall be responsible for the delivery, setting and secure installation of the Work to the base at the prepared site in Norman, Oklahoma. The Artist shall be responsible for ensuring the base design is engineered appropriately to support the completed Work in a safe and secure manner and shall provide the Client and Owner with documentation confirming approval by an engineer registered in the State of Oklahoma. Client shall also be required to obtain a building permit from the City of Norman if determined to be necessary by Owner.

II. Execution of the Work

A. The Artist shall complete the fabrication of the work in substantial conformity with the design as recommended by the Client and approved by the Owner.

B. Prior to implementation of any significant changes in the Work, the Artist shall present to the Client and Owner in writing, for further review and approval, a thorough description of such proposed changes. A significant change is any change affecting the scope, intent, design, color, size, material or location of the Work not permitted by, or not in substantial conformity with, the approved design. Client and Owner must approve the proposed changes prior to continued work by the Artist.

C. In performance of the Work described herein, the Artist shall comply with all applicable State and local laws, rules and regulations.

D. The Artist shall complete the Work and the installation thereof by no later than October 26, 2012.

E. The Artist shall notify the Owner in writing when fabrication of the Work is completed and the Artist is ready to deliver the Work and install it at the site.

F. The Owner shall notify the Artist of construction delays resulting in delays in site preparation prior to the scheduled delivery date or installation date. A new date shall be agreed upon by the Owner and Artist for completion, delivery and installation of the Work.

G. Within forty-five (45) days after installation of the Work, completion of landscaping, and prior to final payment, the Artist shall furnish the Owner with two high quality CDs with visual images of the completed Work.

H. The Artist shall furnish the Owner with a full written narrative description of the Work.

I. The Artist shall provide the Owner written instructions for appropriate maintenance and preservation of the Work.

J. Final acceptance shall be determined solely by the Client and Owner and shall constitute the acknowledgement that the Work has been satisfactorily completed and installed according to the terms of this Agreement.

K. Ownership of the Work shall pass to the Owner (City of Norman) upon final acceptance.

III. Warranties and Copyright

A. The Artist represents and warrants that:
   i. The Work is solely the result of the artistic and creative efforts of the Artist;
   ii. The Work is unique and original and does not infringe upon any copyright;
   iii. The Work has not been accepted for sale elsewhere; and
   iv. The Work is free and clear of any liens from any source whatever.

B. The Artist represents and warrants that:
   i. The Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects of "inherent vice" or qualities which cause or accelerate deterioration of the Work; and
   ii. Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist; and
   iii. The warranties described in this section shall survive for a period of two (2) years after the final acceptance of the Work. The Owner shall give notice to the Artist of any observed breach with reasonable

promptness. The Artist shall, at the request of the Owner, and at no cost to the Owner, reasonably and promptly cure the breach of any such warranty, which is curable by the Artist and which cure is consistent with professional conservation standards. This includes making repairs to the Work or re-fabricating the Work.

C. The Artist retains all rights under the Copyright Act of 1976 under 17 U.S.C. § 101 *et seq.*, Visual Artists Rights Act of 1990 (VARA) 17 USC §106A, and all other rights in and to the Work except ownership and possession, except as such rights may be limited by this Agreement. The Artist shall not make any additional exact duplicate reproductions of the final Work, nor shall the Artist grant permission to others to do so except with the written permission of the Owner. The Artist grants to the Client and Owner and its assigns an irrevocable license to make photographic or graphic reproductions of the Work for non- commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity and catalogs or other similar publications, if the Artist is duly credited, except where the Work is merely an incidental feature of a photograph. A plaque provided by the Client, identifying the title, date, and Artist, shall be placed on or near the Work. The Artist shall have the right to use photographs of the completed Work as an example of his work and in books or brochures he may publish.

IV. Fee for Services

A. The total purchase price of creation, preparation and completion of the final Work shall be $12,000. This fee does not include the cost to Owner for preparation of the site for installation. Client and Owner shall not provide any additional compensation for any alterations or revisions in the final Work which substantially depart from the approved preliminary models and specifications and which cause the Artist an unusual and unanticipated expense.

B. The Artist shall receive payments from the Client to the Artist to be paid in the amount of $12,000 as follows:

i. $4,200 upon delivery of signed contract by the Client, Owner and Artist;

ii. $7,800 upon final acceptance of the Work by Client and Owner.

V. Alteration and De-accession Right

A. The Owner agrees that it will not consent to intentional alteration, modification, change, destruction of or damage to the Work by the Owner without attempting to consult the Artist.

B. The Artist shall notify the Owner of changes in their address. The failure to do so, if such failure prevents the Owner from locating the Artist, shall be deemed a waiver by the Artist of the right subsequently to enforce that which requires the express approval of the Artist. The Owner shall make reasonable efforts to locate the Artist when matters arise relating to the Artist's rights.

C. The Owner may remove the Work from the City of Norman collection if it determines that the Work represents a safety hazard in its present condition or cannot reasonably be restored to its original structural or aesthetic integrity due to technical difficulties or expense disproportionate to the value of the Work. The Owner shall notify the Artist of such a decision to de-access the Work. Such notification shall be made before the de-accession, whenever possible. The Owner has no responsibility to relocate, restore, or replace the Work if it is misplaced, damaged or stolen.

VI. Insurance

The Artist, as independent contractor, is responsible for any Workers' Compensation insurance and employee liability insurance that may be necessary, and shall obtain and maintain insurance satisfactory to covering all risks of loss, damage to, or theft of the Work while it is being made, transported, or installed by the Artist, until acceptance by the Client and Owner. The Artist shall deliver to the Client and Owner a copy of this insurance prior to beginning work.

VII. Indemnity

Upon execution of this document, but prior to acceptance by Owner and transfer of ownership, Artist agrees to defend, indemnify and hold harmless Owner, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages or expenses are caused by Artist, its agents or employees' negligent acts, errors or omissions. Artist shall indemnify the City of Norman, Oklahoma up to one hundred twenty-five thousand dollars ($125,000.00) for any claim arising out of this Agreement. Artist further waives any rights against the City for any and all injuries or damages alleged to have arisen during the term of this Agreement.

VIII. Default

If either party defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, incurred by the other party in enforcing its rights arising under this Agreement, whether through legal action or otherwise.

IX. Binding

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors, and assigns.

X. Integration

This Agreement represents the entire and integrated Agreement between the parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be changed by a written amendment executed by all parties.

XI. Ownership of Documents and Models

Upon final acceptance, all studies, drawings, designs, maquettes and models prepared and submitted under this Agreement shall be returned to the Artist and shall belong to the Artist unless agreed by all parties.

XII. Modification

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all three parties hereto.

XII. Severability

Any provision of this contract which is hereafter found by a court of law or otherwise to be in conflict with the laws, rules, and/or regulations of the United States, State of Oklahoma or City of Norman shall be considered null and void. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent the contract is capable of execution.

ARTIST
BY: _____

CLIENT
BY: _____
President, Norman Arts Council

APPROVED as to form and legality this 5th day of September 2012

_____
CITY ATTORNEY

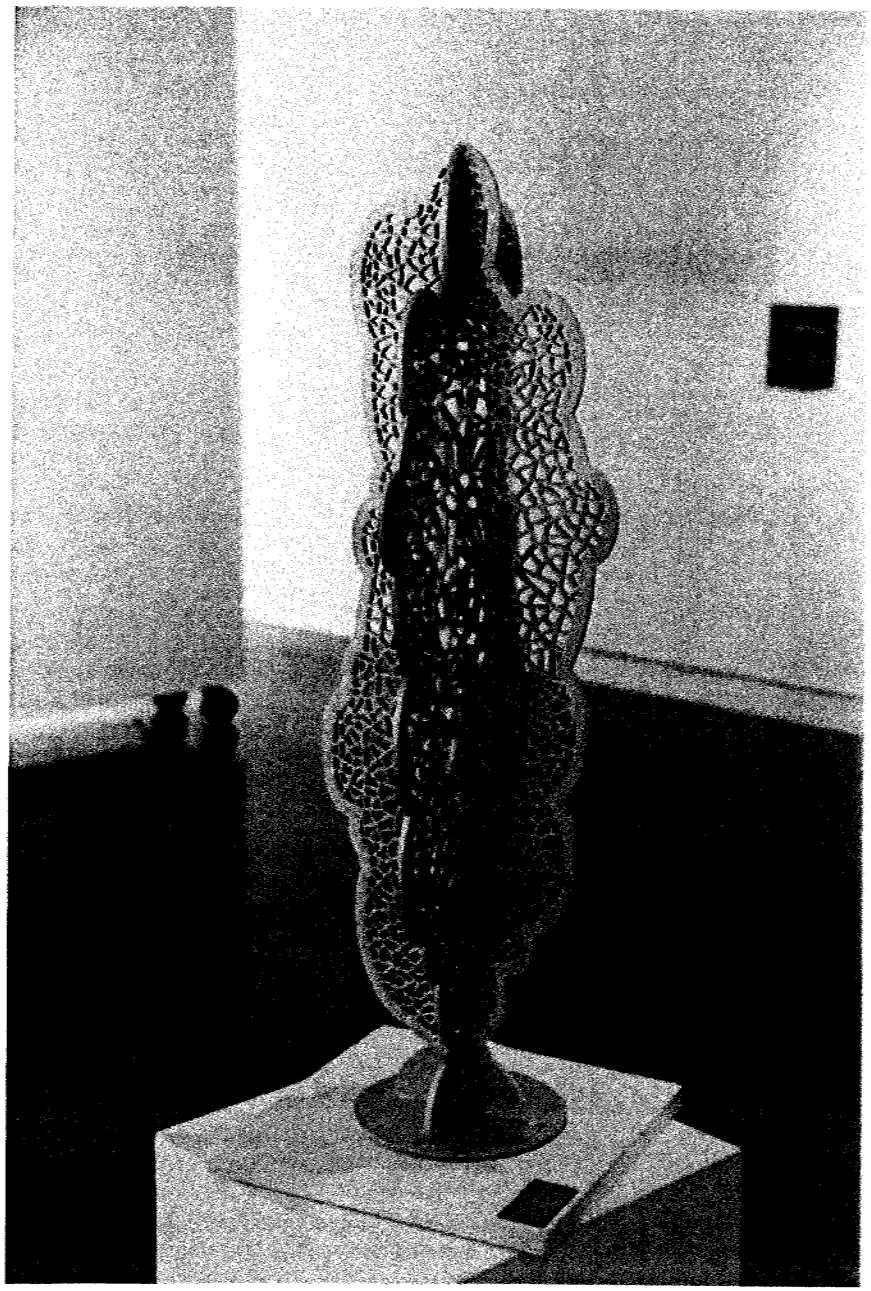
APPROVED this _____ day of _____, 2012, by the Norman City Council.

_____
MAYOR Cindy Rosenthal

ATTEST:

_____
Brenda Hall, City Clerk

Silver Lining



City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-72

File ID:	K-1213-72	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 29	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**	$12,000.00	**File Created:**	08/29/2012
File Name:	K-1213-72 Johnathan Hils Norman Art Council			**Final Action:**	

Title: CONTRACT NO. K-1213-72: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN ARTS COUNCIL, AND JOHNATHAN HILS IN THE AMOUNT OF $12,000 PROVIDED BY THE ARTS IN PUBLIC PLACES FUND FOR THE PURCHASE OF ARTWORK TO BE PLACED ON THE SIDEWALK WITHIN THE 200-300 BLOCK OF WEST MAIN STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-72 with the Norman Arts Council and Johnathan Hils; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 29

Attachments: Text File K-1213-72, K-1213-72, Silver Lining

Project Manager: Jud Foster, Director of Parks and Recreation

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-72

Body

BACKGROUND: The City of Norman and the Norman Arts Council have partnered in a project to install art in public places within the City of Norman. The most recent piece is "Indian Grass" within the round-about on East Main Street. Through this partnership, the Arts Council purchases art pieces, and the City provides a location for the piece(s) within public spaces owned by the City of Norman.

Currently, the Arts Council is proposing to purchase two new art pieces: "Sun Dial" and "Silver

Lining", by Craig Swan and Johnathan Hils respectively, to be located on the sidewalks within the 200-300 blocks of West Main Street.

DISCUSSION: The items for consideration by Council are two separate, identical contracts with each artist and the Norman Arts Council. The contracts provide for the execution of the pieces and installation along West Main Street. These contracts are similar to the contract with Juan and Patricia Navarette for "Indian Grass" in the East Main round-about.

The City of Norman will determine arrangement and placement of the pieces along the 200 to 300 blocks of West Main. The Norman Arts Council will be responsible for purchasing the piece from the artist and obtaining any necessary building permits prior to the completion of the Work. In addition, the Arts Council agrees to spend up to seven hundred dollars to prepare the site and/or base for the piece. The Artist will design, execute, fabricate, transport, and install the piece.

In addition to creating the piece, the artist agrees to provide a written description of the work, instructions for appropriate maintenance and preservation of the piece, and a compact disk containing photographs or other visual images of the piece.

Upon completion of the piece, the Norman Arts Council will purchase the Work from the Artist and subsequently transfer ownership to the City of Norman. The Artist will complete the work and installation by October 26, 2012. Final acceptance will be determined solely by the Norman Arts Council and the City of Norman. The City of Norman will receive ownership of the Work upon final acceptance. The City of Norman retains the right to subsequently remove the work if it presents a safety hazard or cannot be reasonably restored to its original structural or aesthetic integrity.

The artist shall be paid $12,000 by the Norman Arts Council, in two installments, for the piece. The first installment of $4,200 will be paid upon delivery of signed contract between the artist, Norman Arts Council and the City of Norman. The second installment of $7,800 shall be paid upon final acceptance by the Norman Arts Council and the City of Norman. Funds for this purchase have previously been collected and appropriated to the Norman Arts Council through the Art in Public Places private donations program and through the Norman Arts Council portion of the Hotel Motel Tax collections.

As an independent contractor, the artist is responsible for any Worker's Compensation insurance and employee liability insurance that may be necessary while the work is being made, transported, or installed. Proof of insurance is required prior to beginning any work. The artist agrees to defend, indemnify, and hold harmless the City of Norman, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent they are caused by the Artist, its agents and employees. The artist will indemnify the City of Norman, Oklahoma up to one hundred twenty-five thousand dollars ($125,000). All rights under the Copyrights Act of 1976 and the Visual Artists Rights Act of 1990 are applicable to this contract.

In addition, after the piece is installed, the City of Norman agrees not to alter, modify, change, destroy, or damage the piece without attempting to consult the artist first. However, the City of Norman may remove the piece if it becomes a safety hazard due to a deterioration in its condition.

RECOMMENDATION: Based upon the above and foregoing discussion, it is the staff recommendation that Council approve the attached contract, K-1213-72, if Council wishes to have Mr. Hils' piece "Silver Lining" fabricated and installed on West Main in Norman, Oklahoma.

Contract to Commission Artwork
Between
Norman Arts Council
City of Norman, OK
And
Jonathan Hils

THIS CONTRACT, made 2012, by and between the Norman Arts Council (hereinafter referred to as the "Client"), the City of Norman (hereinafter referred to as the "Owner"), and Jonathan Hils (hereinafter referred to as the "Artist") for a work of art (hereinafter referred to as the "Work") to be placed in a site selected by the Client and Owner within the 200 – 300 blocks of West Main in Norman, Oklahoma.

WHEREAS, the City Council of the City of Norman and the Norman Arts Council believe the beautification of the Main Street in downtown Norman will further enhance the quality of life in Norman, Oklahoma;

WHEREAS, all parties wish to promote and maintain the integrity and clarity of the Artist's ideas and statements as represented by the Work;

WHEREAS, the Selection Panel Advisory Board, the Public Arts Board, and the Client recommend the retention of the Artist for this Work;

WHEREAS, the parties wish to have the creation of the Work governed by the mutual obligations, covenants, and conditions herein;

THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

I. The Project: The Scope of Services

A. The Artist will design, execute, fabricate, transport, install and document the Work. These services shall be performed by Artist, and their assistants, as independent contractors.

B. Artist agrees that said Work will be consistent with and substantially similar to the maquette or model presented to the Client on August 19, 2012.

C. The Client agrees to purchase the Work, under the terms and conditions of this contract and subsequently transfer ownership to the Owner upon final approval and acceptance of the Work by the Owner and Client.

D. The permanent location for the work shall within the 200 – 300 blocks of West Main in Norman, Oklahoma on a site to be determined by Owner.

E. The Artist shall perform all services and furnish all supplies, materials and equipment necessary for the design, execution, fabrication, transportation and installation of the Work.

F. The Owner shall make known its specifications to the Artist prior to the rendering of their services.

G. The Owner shall determine the arrangement and placement of the final Work and the Client shall pay all costs and expenses of site preparation prior to the erection of the completed Work, including installation of an Owner-approved base and surrounding landscaping that may be necessary. The Client's financial commitment to provide a base and necessary landscaping shall not exceed $ 700.00. Client shall establish a project for that purpose with a corresponding appropriation. The Owner shall provide the Artist with a working template of the base to ensure proper seating of the Work.

H. The Artist shall be responsible for the delivery, setting and secure installation of the Work to the base at the prepared site in Norman, Oklahoma. The Artist shall be responsible for ensuring the base design is engineered appropriately to support the completed Work in a safe and secure manner and shall provide the Client and Owner with documentation confirming approval by an engineer registered in the State of Oklahoma. Client shall also be required to obtain a building permit from the City of Norman if determined to be necessary by Owner.

II. Execution of the Work

A. The Artist shall complete the fabrication of the work in substantial conformity with the design as recommended by the Client and approved by the Owner.

B. Prior to implementation of any significant changes in the Work, the Artist shall present to the Client and Owner in writing, for further review and approval, a thorough description of such proposed changes. A significant change is any change affecting the scope, intent, design, color, size, material or location of the Work not permitted by, or not in substantial conformity with, the approved design. Client and Owner must approve the proposed changes prior to continued work by the Artist.

C. In performance of the Work described herein, the Artist shall comply with all applicable State and local laws, rules and regulations.

D. The Artist shall complete the Work and the installation thereof by no later than October 26, 2012.

E. The Artist shall notify the Owner in writing when fabrication of the Work is completed and the Artist is ready to deliver the Work and install it at the site.

F. The Owner shall notify the Artist of construction delays resulting in delays in site preparation prior to the scheduled delivery date or installation date. A new date shall be agreed upon by the Owner and Artist for completion, delivery and installation of the Work.

G. Within forty-five (45) days after installation of the Work, completion of landscaping, and prior to final payment, the Artist shall furnish the Owner with two high quality CDs with visual images of the completed Work.

H. The Artist shall furnish the Owner with a full written narrative description of the Work.

I. The Artist shall provide the Owner written instructions for appropriate maintenance and preservation of the Work.

J. Final acceptance shall be determined solely by the Client and Owner and shall constitute the acknowledgement that the Work has been satisfactorily completed and installed according to the terms of this Agreement.

K. Ownership of the Work shall pass to the Owner (City of Norman) upon final acceptance.

III. Warranties and Copyright

A. The Artist represents and warrants that:
   i. The Work is solely the result of the artistic and creative efforts of the Artist;
   ii. The Work is unique and original and does not infringe upon any copyright;
   iii. The Work has not been accepted for sale elsewhere; and
   iv. The Work is free and clear of any liens from any source whatever.

B. The Artist represents and warrants that:
   i. The Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects of "inherent vice" or qualities which cause or accelerate deterioration of the Work; and
   ii. Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist; and
   iii. The warranties described in this section shall survive for a period of two (2) years after the final acceptance of the Work. The Owner

shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the Owner, and at no cost to the Owner, reasonably and promptly cure the breach of any such warranty, which is curable by the Artist and which cure is consistent with professional conservation standards. This includes making repairs to the Work or re-fabricating the Work.

C. The Artist retains all rights under the Copyright Act of 1976 under 17 U.S.C. § 101 *et seq.*, Visual Artists Rights Act of 1990 (VARA) 17 USC §106A, and all other rights in and to the Work except ownership and possession, except as such rights may be limited by this Agreement. The Artist shall not make any additional exact duplicate reproductions of the final Work, nor shall the Artist grant permission to others to do so except with the written permission of the Owner. The Artist grants to the Client and Owner and its assigns an irrevocable license to make photographic or graphic reproductions of the Work for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity and catalogs or other similar publications, if the Artist is duly credited, except where the Work is merely an incidental feature of a photograph. A plaque provided by the Client, identifying the title, date, and Artist, shall be placed on or near the Work. The Artist shall have the right to use photographs of the completed Work as an example of his work and in books or brochures he may publish.

IV. Fee for Services

A. The total purchase price of creation, preparation and completion of the final Work shall be $12,000. This fee does not include the cost to Owner for preparation of the site for installation. Client and Owner shall not provide any additional compensation for any alterations or revisions in the final Work which substantially depart from the approved preliminary models and specifications and which cause the Artist an unusual and unanticipated expense.

B. The Artist shall receive payments from the Client to the Artist to be paid in the amount of $12,000 as follows:
   i. $4,200 upon delivery of signed contract by the Client, Owner and Artist;
   ii. $7,800 upon final acceptance of the Work by Client and Owner.

V. Alteration and De-accession Right

A. The Owner agrees that it will not consent to intentional alteration, modification, change, destruction of or damage to the Work by the Owner without attempting to consult the Artist.

B. The Artist shall notify the Owner of changes in their address. The failure to do so, if such failure prevents the Owner from locating the Artist, shall be deemed a waiver by the Artist of the right subsequently to enforce that which requires the express approval of the Artist. The Owner shall make reasonable efforts to locate the Artist when matters arise relating to the Artist's rights.

C. The Owner may remove the Work from the City of Norman collection if it determines that the Work represents a safety hazard in its present condition or cannot reasonably be restored to its original structural or aesthetic integrity due to technical difficulties or expense disproportionate to the value of the Work. The Owner shall notify the Artist of such a decision to de-access the Work. Such notification shall be made before the de-accession, whenever possible. The Owner has no responsibility to relocate, restore, or replace the Work if it is misplaced, damaged or stolen.

VI. Insurance

The Artist, as independent contractor, is responsible for any Workers' Compensation insurance and employee liability insurance that may be necessary, and shall obtain and maintain insurance satisfactory to covering all risks of loss, damage to, or theft of the Work while it is being made, transported, or installed by the Artist, until acceptance by the Client and Owner. The Artist shall deliver to the Client and Owner a copy of this insurance prior to beginning work.

VII. Indemnity

Upon execution of this document, but prior to acceptance by Owner and transfer of ownership, Artist agrees to defend, indemnify and hold harmless Owner, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages or expenses are caused by Artist, its agents or employees' negligent acts, errors or omissions. Artist shall indemnify the City of Norman, Oklahoma up to one hundred twenty-five thousand dollars ($125,000.00) for any claim arising out of this Agreement. Artist further waives any rights against the City for any and all injuries or damages alleged to have arisen during the term of this Agreement.

VIII. Default

If either party defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, incurred by the other party in enforcing its rights arising under this Agreement, whether through legal action or otherwise.

IX. Binding

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors, and assigns.

X. Integration

This Agreement represents the entire and integrated Agreement between the parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be changed by a written amendment executed by all parties.

XI. Ownership of Documents and Models

Upon final acceptance, all studies, drawings, designs, maquettes and models prepared and submitted under this Agreement shall be returned to the Artist and shall belong to the Artist unless agreed by all parties.

XII. Modification

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all three parties hereto.

XII. Severability

Any provision of this contract which is hereafter found by a court of law or otherwise to be in conflict with the laws, rules, and/or regulations of the United States, State of Oklahoma or City of Norman shall be considered null and void. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent the contract is capable of execution.

ARTIST
BY:_____

CLIENT
BY:_____
President, Norman Arts Council

APPROVED as to form and legality this 5th day of September 2012

_____
CITY ATTORNEY

APPROVED this _____ day of _____, 2012, by the Norman City Council.

_____
MAYOR Cindy Rosenthal

ATTEST:

_____
Brenda Hall, City Clerk

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: R-1213-43

File ID:	R-1213-43	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 30	**In Control:**	City Council
Department:	Human Resources Department	**Cost:**	$1,230.00	**File Created:**	08/21/2012
File Name:	Budget Transfer for Human Resources			**Final Action:**	

Title: RESOLUTION NO. R-1213-43: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $1,230 FROM THE HUMAN RESOURCES REIMBURSEMENT/REFUND ACCOUNT TO REIMBURSE THE HUMAN RESOURCES DEPARTMENT FOR TESTING FEES PAID BY THOSE APPLYING FOR POLICE OFFICER POSITIONS.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-43.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 30

Attachments: Text File R-1213-43, R-1213-43

Project Manager: Gala Hager, Director of Human Resources

Entered by: stacey.parker@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File R-1213-43

body

BACKGROUND: To assist in identifying the best qualified applicants for Police Officer, the Human Resources Department purchases and administers written exams that are specifically designed for Public Safety positions.

DISCUSSION: The Human Resources Department is currently conducting a selection process for nine (9) Police Officer positions. As has been our practice since 2008, applicants are required to pay a $15 testing fee to cover the cost of the exams. Total testing fees collected during this selection process was $1,230. This amount was deposited into the General Fund Human Resources Reimbursement/Refund account.

RECOMMENDATION: In order to reimburse the expense for purchase of the written tests, it is recommended that $1,230 be appropriated from Human Resources Reimbursement/Refunds (account 010-0000-367.12-65) to Human Resources Testing (account #010-3130-415.40-20.

Resolution

R-1213-43

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING $1,230 FROM THE HUMAN RESOURCES REIMBURSEMENT/REFUND ACCOUNT TO REIMBURSE THE HUMAN RESOURCES DEPARTMENT FOR TESTING FEES PAID BY THOSE APPLYING FOR POLICE OFFICER POSITIONS.

§ 1. WHEREAS, a primary function of the Human Resources Department is to provide employment opportunities and identify the best qualified applicants; and

§ 2. WHEREAS, the Human Resources Department is now conducting a selection process for 9 Police Officer positions and it is a common practice for municipalities to charge applicants testing fees; and

§ 3. WHEREAS, each applicant was charged a fee of $15 to cover the cost to the City and those fees were deposited into the Human Resources Reimbursement/Refund Account and it is requested that funds be transferred to the Human Resources Testing Account.

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

§ 4. That the following transfer be made for reason as stated above:

Account Name	Losing Account	Gaining Account	Amount
Human Resources Testing	010-0000-367.12-65	010-3130-415.40-20	$1,230

PASSED AND ADOPTED this 11th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: R-1213-46

File ID:	R-1213-46	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 31	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**	$25,000.00	**File Created:**	08/30/2012
File Name:	Budget Appropriation for Monroe Park			**Final Action:**	

Title: RESOLUTION NO. R 1213-46: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $25,000 FROM THE PARK LAND FUND BALANCE TO PAY FOR FINAL COMPONENTS OF THE MONROE PARK IMPROVEMENTS.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-46.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 31

Attachments: Text File R-1213-46, R-1213-46

Project Manager: James Briggs, Park Planner

Entered by: james.briggs@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File R-1213-46

Body

BACKGROUND: On 1 March, 2011, voters in Norman approved a City Charter amendment providing for the expenditure of fees-in-lieu of park land that were collected between 1976 and 1994 for the purpose of making park improvements in areas where suitable land is not available to purchase. At that time, there was a balance of $303,212 available for use in the area around Monroe School, located north of Hwy 9 on McGee Street, and at Adkins Crossing Park, located south of Hwy 9 on 24th Ave SW.

On June 12, 2012, City Council appropriated $250,000 of this fund balance to develop the Monroe Park site. The park plan included the provision of a large playground area; along with the addition of a paved walking trail, picnic shelter, park furnishings (new soccer goals and backstops, picnic tables,

trashcans, drinking fountain, etc.) and additional trees.

DISCUSSION: Most of the project has now been completed. Additional funding is needed to complete the final components of the project which include soccer goals, trees and irrigation, final sod and final concrete work. We are requesting an appropriation of $25,000 from the Neighborhood Park Development Fund balance in order to complete this project.

STAFF RECOMMENDATION: It is recommended that the City Council approve the Resolution No. R-213-46, appropriating $25,000 from the Neighborhood Park Land Fund Balance (052-0000-253.20-00) to Project No. PR0255, Monroe Park Playground Equipment, Construction (052-9543-452.61-01) for final improvements described above at Monroe Park.

Resolution

R-1213-46

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $25,000 FROM THE PARK LAND FUND BALANCE TO PAY FOR FINAL COMPONENTS OF THE MONROE PARK IMPROVEMENTS.

§ 1. WHEREAS, on March 1, 2011, voters in Norman approved a City Charter amendment providing for the expenditure of fees-in-lieu of park land that were collected between 1976 and 1994 for the purpose of making park improvements in areas where suitable land is not available to purchase; and

§ 2. WHEREAS, on June 12, 2012, City Council appropriated $250,000 of the Park Land Fund Balance to develop the Monroe Park site; and

§ 3. WHEREAS, the park project is near completion and additional funding is needed to pay for soccer goals, trees and irrigation, final sod work and final concrete work; and

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

§ 4. That the below-described appropriation be made for the reason as stated above.

Account Name (Gaining Account)	Losing Account Park Land Fund	Gaining Account Number	Amount
Project No. PR0255, Monroe Park Playground Equipment, Construction	052-0000-253.20-00	052-9543-452.61-01	$25,000

PASSED AND ADOPTED this 11th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: R-1213-9

File ID:	R-1213-9	**Type:**	Resolution	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 32	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	06/12/2012
File Name:	LUP R-1213-9 Par-Mar 2025			**Final Action:**	

Title: RESOLUTION NO. R-1213-9: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1213-1**, SO AS TO PLACE LOTS 1 AND 7, BLOCK 1, AND A PORTION OF COMMON AREA A, GREENWAY PARK ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE OFFICE DESIGNATION AND REMOVE THE SAME FROM THE HIGH DENSITY RESIDENTIAL DESIGNATION. (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD)

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-9, Land Use Plan Amendment No. LUP-1213-1; and, if adopted, amend the NORMAN 2025 Land Use and Transportation Plan according thereto.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 32

Attachments: Text File R-1213-9 LUP-1213-1, R-1213-9, Par Mar Location Map, Par-Mar 2025 Staff Report, Predevelopment Par Mar, Greenbelt Comments Par Mar, Par-Mar GES, 7-12-12 PC Minutes - Par-Mar

Project Manager: Jane Hudson, Current Planning Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

1	Planning Commission	07/12/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council	Pass

Action Text: Recommended for Adoption at a subsequent City Council Meeting to the City Council

1	Planning Commission	07/12/2012

Text of Legislative File R-1213-9

Body

SUMMARY OF REQUEST: The requested change consists of moving from a mixed-use of office and residential project to strictly a professional office project. In addition to the change of use request, the applicant has highlighted changes in the PUD narrative to eliminate the use of condominium units on the north portion of the development.

ANALYSIS: The 2025 Plan identifies two criteria that must be examined before a land use change is approved.

*1. **There has been a change in circumstances resulting from properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest.*** The recent addition of two new large scale residential projects in the vicinity reduces the need for the additional condominium based development such as previously proposed at this site.

*2. **There is a determination that the proposed change would not result in adverse land use or traffic impacts to surrounding properties or the vicinity.*** The previously proposed plan included office and residential uses; the elimination of the residential uses will not adversely impact the area. The proposed office uses listed in the PUD narrative are compatible uses with the adjacent residential area and 36th Avenue N.W. is adequate to handle the expected traffic from the proposed uses in this PUD.

STAFF RECOMMENDATION: Due to the recent changes in the area of the residential developments and the fact this is a minor change to the existing PUD staff is able to support this request for a change to the 2025 Land Use Plan. At their July 12, 2012 meeting, the Planning Commission recommended approval of this 2025 Plan amendment, by a vote of 5-0.

Resolution

R-1213-9
LUP-1213-1

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1213-1**, SO AS TO PLACE LOTS 1 AND 7, BLOCK 1, AND A PORTION OF COMMON AREA A, GREENWAY PARK ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE OFFICE DESIGNATION AND REMOVE THE SAME FROM THE HIGH DENSITY RESIDENTIAL DESIGNATION. (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD)

§ 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 December 19, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan; and

§ 3. WHEREAS, Par-Mar, L.L.C. has requested that the following described property be moved from the High Density Residential Designation and placed in the Office Designation for the hereinafter described property, to wit:

Lots 1 and 7, Block 1, and adjacent portions of Common Area A, GREENWAY PARK ADDITION, A Planned Unit Development, to Norman, Cleveland County, Oklahoma.

Said tract contains 3 acres, more or less.

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

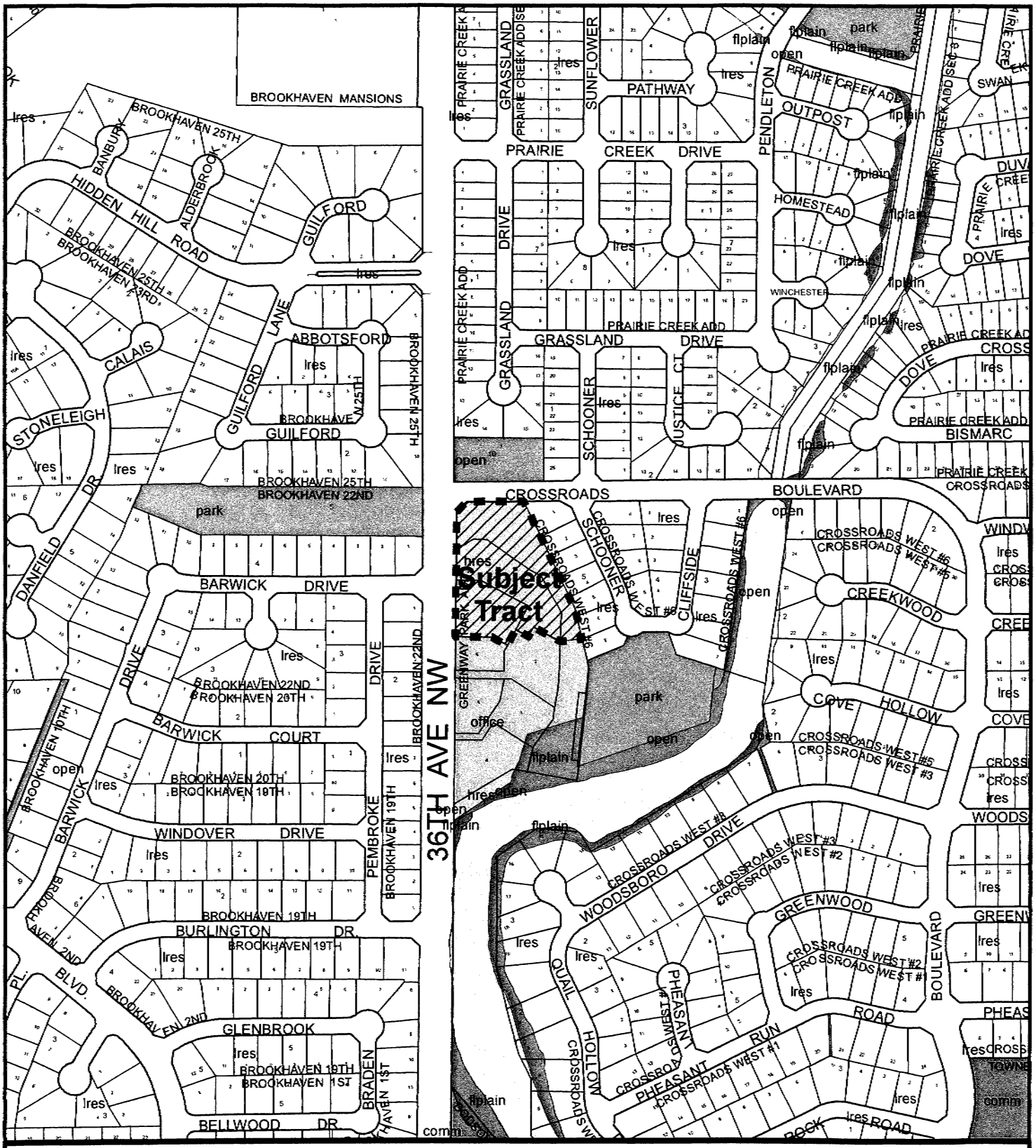
§ 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that the requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this _____ day of _____, 2012.

_____
(Mayor)

ATTEST:

_____
(City Clerk)



Norman 2025 Land Use Plan

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no responsibility for errors or omissions in the information presented.

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W E
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June 18, 2012

0 200 400 Ft.

Subject Tract

Zoning

32-2

RESOLUTION NO. R-1213-9 ITEM NO. 9a

STAFF REPORT

ITEM: Par-Mar, L.L.C., requests amendment of the NORMAN 2025 Land Use and Transportation Plan (LUP-1213-1) from High Density Residential Designation to Office Designation for property located at the southeast corner of 36th Avenue N.W. and Crossroads Boulevard.

SUMMARY OF REQUEST: The requested changes consist of moving from a mixed-use of office and residential to strictly a professional office project. In addition to the change of use request, the applicant has highlighted changes in the PUD narrative to eliminate the use of condominium units on the north portion of the development.

ANALYSIS: The 2025 Plan identifies two criteria that must be examined before a land use change is approved.

1. ***There has been a change in circumstances resulting from properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest.*** The recent addition of two new large scale residential projects in the vicinity reduces the need for the additional condominium based development such as previously proposed at this site.

2. ***There is a determination that the proposed change would not result in adverse land use or traffic impacts to surrounding properties or the vicinity.*** The previously proposed plan included office and residential uses; the elimination of the residential uses will not adversely impact the area. The proposed office uses listed in the PUD narrative are compatible uses with the adjacent residential area and 36th Avenue N.W. is adequate to handle the expected traffic from the proposed use in this PUD.

STAFF RECOMMENDATION: Due to the recent changes in the area of the residential developments and the fact this is a minor change to the existing PUD staff is able to support this request for a change to the 2025 Land Use Plan.

Pre-Development Case No. PD 12-20 Greenbelt Case No. 12-17

Date: 7 MAY 2012

NORMAN GREENBELT ENHANCEMENT STATEMENT

The Norman City Council established the Norman Greenbelt Commission and charged the group with reviewing proposed developments in order to increase the preservation of beneficial green spaces and to identify trail system opportunities in new developments where appropriate. This Greenbelt Enhancement Statement was developed to aid the Commission in assessing new developments to insure that green space and trail opportunities are included, whenever possible.

As part of your application and submittal for a Pre-Development Meeting, the City of Norman ordinances require that you complete this Greenbelt Enhancement Statement to address the Greenbelt Commission's review and leave it with City of Norman staff at the same time you submit the required information for a Pre-Development Meeting.

Attached are copies of the three (3) applicable sections of the adopted Greenbelt Ordinance, Sections 4-2023A, 4-2026 and 4-2028, these guidelines will be your reference while completing this Enhancement Statement, please see pages 4-8.

At the time you submit your application for a Pre-Development Meeting, you will be provided with the date of the Pre-Development Meeting and the date of the next Greenbelt Commission Meeting. You are urged to attend the Greenbelt Commission Meeting where you will be given an opportunity to present information, discuss your proposed development, and to answer questions the Greenbelt Commission might have regarding your submittal. Based upon the review and discussion at the Greenbelt Commission Meeting, the Greenbelt Commission will make comments and recommendations about your proposal. Those comments and recommendations will be recorded and provided to you after the meeting minutes have been prepared. The comments and recommendations will also be forwarded to the Planning Commission and City Council as part of their agenda packets whenever you make an application to them for consideration of your proposed development. Should you have any questions about this process or any of the below questions, please feel free to contact the City of Norman Greenbelt Commission staff at 405-366-5322.

City of Norman Predevelopment **April 26, 2012**

Applicant	Par-Mar LLC
Location	SE corner of 36th Avenue NW and Crossroads Boulevard
Case Number	PD 12-20
Time	65:30-6:00 PM

Attendee	Stakeholder	Address	email	phone
Phillip Parker	Property owner	3700 W Robinson		329-8853
Sean Reiger	Owner's attorney	136 Thompson Drive	sp@reigerllc.com	329-6070 226-8079
Jackie Farley	Neighboring owner	1716 Schooner Dr	jackiefarley@yahoo.com	590-7940
Susan Atkinson	City staff			366-5392

Application Summary. The applicants are seeking to amend an existing PUD Planned Unit Development for this roughly 3-acre parcel. The current zoning is PUD for Office and High Density Residential. The *Norman 2025 Land Use and Transportation Plan* designation is High Density Residential.

Applicant's Opportunity. After observing the market for several years, the applicants seek to amend the original PUD for this parcel which allowed a combination of Office and High Density Residential land uses. Instead they seek to remove the residential land use completely and use the entire site for office

Neighbors' Concerns

The engineer stated that this project would be moving through the approval process throughout the summer. He anticipated that construction would begin in the fall of 2012, with a three-year build-out.

GBC 12-17

Applicant: Par-Mar LLC
Location: Generally located on the southeast corner of Crossroads Blvd. and 36th Avenue NW
Proposal: Revised PUD and Land Use Plan Amendment

Greenbelt Commission Final Comments - GBC 12-17
Meeting of May 21, 2012

The Greenbelt Commission approved the application unanimously with the following additional comments.

The Commission would like to state that the plan shows trails and connecting trails. As long as the change to office use does not modify the shown trail system, it is an adequate development.

Greenbelt Enhancement Statement for Proposed Developments

Applicant Name: **PAR MAR, LLC** Date: **5-7-12**
Contact Person: **Sean Rieger, Atty for Applicant**
Telephone/Fax/Email: **ph-329-6070 / fx-329-7103 / email – sp@riegerllc.com**

Name of Development: **Greenway Park**
Area (Acres): **Total site being rezoned is roughly 3 acres**

General Location: **On the east side of 36th Ave. NW, at the southeast corner of the intersection of 36th Ave. NW and Crossroads Blvd.**

Type of Development: (please check) Residential ___ Commercial _X_ Industrial___ Other __

1. Briefly explain the kind of development, types of buildings/uses, or character of your proposal.
   This proposal is brought forth with the request to amend the existing Planned Unit Development to allow for offices throughout the Greenway Park development, and to eliminate the use of residential condominiums from the project.

2. Does your proposed development or project incorporate open space(s)?
   Yes _X_ No ____ **(as per requirements of PUD)**

   Please check what type(s) of open space is proposed within your development:

Park:	____	Yes	_X_	No	____	Public	____	Private
Open Space:	_X_	Yes	____	No	____	Public	_X_	Private
Detention Pond:	____	Yes	_X_	No	____	Public	____	Private
Parking Lot Landscape:	_X_	Yes	____	No	____	Public	_X_	Private
Floodplain/Creek:	_X_	Yes	____	No	____	Public	_X_	Private
Other	____							

   If the above noted areas are accessible via some other arrangement please explain.

3. Does the open space for this development include some kind of trail or path that meets the definitions contained in 4-2023A of the attached guidelines? (Indicate all that are applicable.)

Public Sidewalks (4-5' wide)	_X_	Yes	____	No
Natural Trails (compacted earth 8-10' wide)	____	Yes	_X_	No
Parkway Trails (durable surface 6-8' wide)	____	Yes	_X_	No
Neighborhood Trails (durable or paved, 6-10' wide)	____	Yes	_X_	No
Community Wide Trails (paved, 10-12' wide)	____	Yes	_X_	No
Specialized Trails (equestrian, water, etc.)	____	Yes	_X_	No
Other____				

4. Identify schools, recreational areas (parks, playgrounds), commercial sites, or other public open spaces within ½ mile of your proposed development. (If there are no such areas within the ½ mile radius please state such and skip question 5.)
   - **Morgan Park**

- **Prairie Creek Park**
- **Brookhaven Park**

5. Projects in close proximity to schools, recreational areas (parks, playgrounds), commercial sites, and residential neighborhoods should, ideally, allow connection points promoting non-motorized transportation between key areas. Please describe how the proposed development plan accommodates those using alternative transportation, such as walkers and bicyclists? Examples include sidewalks connecting key areas, designated bike paths, and bike parking. (If there is no such connectivity please state such.)
   - **This development is already platted and already built to some degree in the parking areas and trails and sidewalks. No additional features are planned as this is only a zoning change of uses under same general plan.**

6. Please check, from the following (or make a list), the geographical and/or environmental factors in your development that might offer opportunities for greenbelts and trails, per the attached guidelines.

   Storm water channels _____
   Detention ponds _____
   Floodplains_____
   Stream bank/Riparian corridors_____
   Utility Easements_____
   Abandoned/Active RR corridors_____
   Other_____

   How will your development incorporate those elements noted into greenbelts and trails?

   - **n/a**

7. If, after reviewing the above questions, you feel like your proposed development or project has no opportunities to add to nor detract from the City of Norman Greenbelt System, please explain briefly below. (Any comments you feel will help the Commission understand your intent to develop the area.)

   - **This development is already platted and already built to some degree in the parking areas and trails and sidewalks. No additional features are planned as this is only a zoning change of uses under same general plan.**

Signature of Applicant or Contact Person: _____

Sean Rieger, Atty for Applicant

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

JULY 12, 2012

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 12th day of July 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Jim Gasaway Cynthia Gordon Tom Knotts Andy Sherrer
MEMBERS ABSENT	Diana Hartley Curtis McCarty Roberta Pailes Chris Lewis

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Kathryn Walker, Asst. City Attorney Larry Knapp, GIS Analyst Terry Floyd, Development Coordinator Scott Sturtz, City Engineer

* * *

Item No. 10, being:
CONSIDERATION OF A REQUEST SUBMITTED BY PAR-MAR, L.L.C. FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD.

10A. RESOLUTION NO. R-1213-9 – PAR-MAR, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1213-1) FROM HIGH DENSITY RESIDENTIAL DESIGNATION TO OFFICE DESIGNATION FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:
1. 2025 Map
2. Staff Report
3. Pre-Development Summary
4. Greenbelt Commission Comments
5. Greenbelt Enhancement Statement

10B. ORDINANCE NO. O-1213-1 – PAR-MAR, L.L.C. REQUESTS AMENDMENT OF THE PUD ESTABLISHED BY ORDINANCE NO. O-0506-1 TO CHANGE THE USE FROM RESIDENTIAL TO OFFICE, FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Annotated PUD Narrative

PRESENTATION BY STAFF:
1. Ms. Hudson – The application before you is a change to the existing PUD and the Land Use and Transportation Plan. The proposed Land Use change would bring it all into Office designation. The existing zoning is PUD, and they have requested to change the northern portion, which was previously proposed for residential use, to office use. This property is buffered very well from residential areas. There is an existing Tickets Unlimited office to the south. 36th Avenue N.W. abuts the property on the west. Staff supports both requests. The applicant's representative is present.

PRESENTATION BY THE APPLICANT:
1. Sean Rieger, 136 Thompson Drive, representing the applicant – There are no protests on this. Staff completely supports. At Pre-Development there was only one neighbor present. It was Council member candidate Jacqui Farley, who lives right behind this. She said she thought it was odd when this was approved with residential in the plan. The only change is to take the northern end and change it to office, so that the entire development is office uses. That is what the market has brought to this development. There has been no energy of any kind to make this high density residential, and now all the high density residential happening just north of this has really taken any hope of any market for that away. It has started out well as an office development. The problem was the existing PUD as it was written and approved, which governs the site, does not allow the northern end to be office. The only reason we're here tonight is to change the PUD. We went through the existing PUD and struck out everything that was residential and simply put in office. The next building planned for the site is a continuation of the single-story office structure that has started with Tickets Unlimited. I'd be happy to answer any questions

AUDIENCE PARTICIPATION:
There was no participation from the audience.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Dave Boeck moved to recommend approval of Resolution No. R-1213-9 and Ordinance No. O-1213-2 to the City Council. Jim Gasaway seconded the motion.

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

YEAS	Dave Boeck, Jim Gasaway, Cindy Gordon, Tom Knotts, Andy Sherrer
NAYES	None
ABSENT	Diana Hartley, Curtis McCarty, Roberta Pailes, Chris Lewis

Ms. Tromble announced that the motion to recommend approval of Resolution No. R-1213-9 and Ordinance No. O-1213-2 to the City Council passed by a vote of 5-0.

* * *

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: O-1213-2

File ID:	O-1213-2	**Type:**	Ordinance	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 33	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	06/12/2012
File Name:	O-1213-2 Par-Mar Rezone			**Final Action:**	

Title: ORDINANCE NO. O-1213-2: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO AMEND THE PLANNED UNIT DEVELOPMENT NARRATIVE APPROVED WITH ORDINANCE NO. O-0506-1 SO AS TO CHANGE THE ALLOWED USES FROM OFFICE AND RESIDENTIAL TO OFFICE WITHIN GREENWAY PARK ADDITION, A PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD)

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-2 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-2 upon Final Reading as a whole.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 33

Attachments: Text File O-1213-2, O-1213-2 Par Mar, Par-Mar Location Map, Greenway Park PUD, GREENWAY PARK ADDITION - PUD Annotated 7-5-12, Par-Mar PUD Amendment Staff Report, 7-12-12 PC Minutes - Par-Mar

Project Manager: Jane Hudson, Current Planning Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	07/12/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council			Pass
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Council					
1	Planning Commission	07/12/2012					
1	City Council	08/28/2012	Introduced and adopted on First Reading by title only				
	Action Text:	Introduced and adopted on First Reading by title only					
1	City Council	08/28/2012					

Text of Legislative File O-1213-2

Body

SYNOPSIS: This proposal is for a revision to a portion of the existing PUD for the previously approved Greenway Park Addition (GPA), a mixed-use development. The PUD was initially approved in 2005. The applicant had previously proposed to develop a PUD consisting of office uses as well as some condominiums on the northern portion of the development. The applicant has now requested the elimination of the condominiums and proposes office uses for the entire development.

DESIGN: There are two access points for this PUD existing along 36th Avenue N.W. There will be seven lots within the 7.02 acres. The architectural design of the buildings will consist of masonry materials with an 8/12 pitch for the roofs.

OPEN SPACE: The area reserved for open space along the eastern and southern portion of the development will include walking trails and other amenities. This development consists of approximately thirty-percent open space.

PARKING: Preliminary parking count is set at 122. The PUD narrative states "All areas and lots may share parking. Collectively, as an aggregate number, all lots in the GPA shall provide sufficient quantities of parking spaces so as to meet the City of Norman parking requirements as to all occupied structures being placed on the GPA".

SIGNAGE: The PUD proposes an entry sign for the development at the north entrance along 36th Avenue N.W. There will be additional decorative signage for the offices and open space area(s) conforming to current city signage standards.

PUBLIC WORKS AND UTILITIES: The development as previously approved had accounted for the run-off through a Drainage Impact Analysis. All the required utility systems for this project are adjacent to the site. The two entries off 36th Avenue N.W. will access private streets within the property. The existing drives were approved by the City Traffic Engineer and those locations are not scheduled to change.

STAFF RECOMMENDATION: With the recent changes of residential development trends in the

area the applicant recognizes that additional residential or condominium units in this development are not marketable as previously planned. Therefore, the applicant requests approval to eliminate the residential portion of the existing PUD. This development is surrounded by 36th Avenue N.W. on the west, Crossroads Boulevard on the north and an open space/park area on the east and south sides. With the open space/park area along the east and south sides the adjacent residential properties are buffered from any professional office businesses occupying this development. Staff is able to support this request for elimination of the previously proposed residential portion of this PUD. At their July 12, 2012 meeting, the Planning Commission recommended approval of this PUD amendment, by a vote of 5-0.

O-1213-2

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO AMEND THE PLANNED UNIT DEVELOPMENT NARRATIVE APPROVED WITH ORDINANCE NO. O-0506-1 SO AS TO CHANGE THE ALLOWED USES FROM OFFICE AND RESIDENTIAL TO OFFICE WITHIN GREENWAY PARK ADDITION, A PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD)

§ 1. WHEREAS, Par-Mar, L.L.C., the owner of the hereinafter described property, has made application to amend the Planned Unit Development Narrative approved with Ordinance No. O-0506-1 so as to change the allowed uses from Office and Residential to Office within GREENWAY PARK ADDITION, A 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 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 Narrative approved with Ordinance No. O-0506-1 so as to change the allowed uses from Office and Residential to Office within GREENWAY PARK ADDITION, a Planned Unit Development.

§ 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 development of the tract:

a. That the site shall be developed in accordance with the amended Planned Unit Development Narrative submitted by the applicant and approval by the Planning Commission on July 12, 2012.

§ 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

_____, 2012.

_____
Mayor

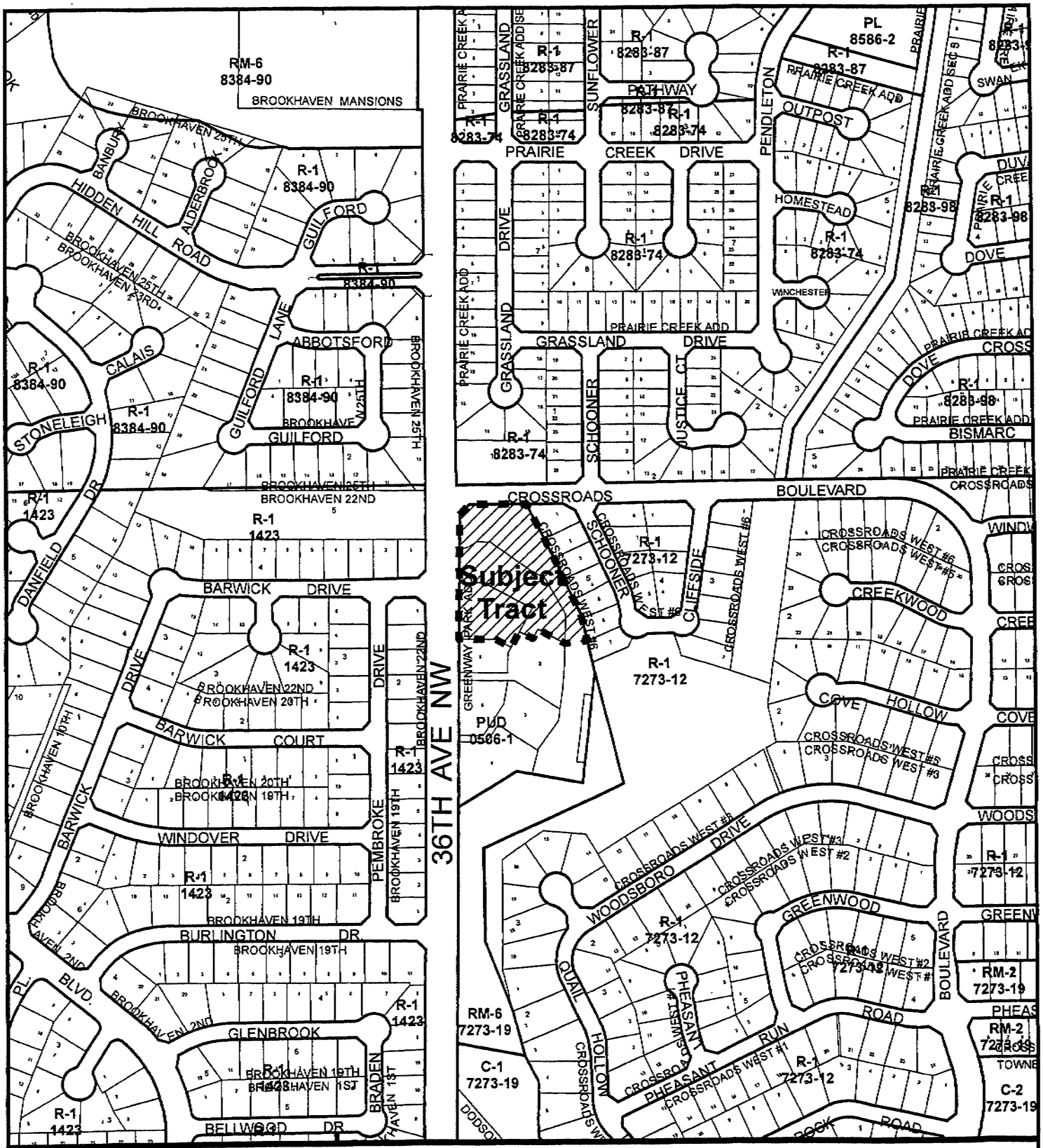
NOT ADOPTED this _____day of

_____, 2012.

_____
Mayor

ATTEST:

_____
City Clerk



Location Map

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no responsibility for errors or omissions in the information presented.

June 18, 2012

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Subject Tract

Zoning

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GREENWAY PARK ADDITION

Norman, Oklahoma

APPLICATION FOR REVISIONS TO
PLANNED UNIT DEVELOPMENT

Submitted for approval of revised PUD on 11 June 2012

PREPARED BY:

THE RIEGER LAW GROUP
Attn: Sean Paul Rieger
S.P. Rieger, PLLC
136 Thompson Drive
Norman, Oklahoma 73069-5245

TABLE OF CONTENTS

I. INTRODUCTION
Background and Intent

II. PROPERTY DESCRIPTION/EXISTING 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/Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT
A. Commercial Office
B. Open Space and Green Space
C. Traffic Access/Circulation/Parking/Sidewalks
D. Development Phasing
E. Architectural Concept

EXHIBITS

A. Open Space Area
B. Tree Survey
C. Architectural Control
D. Approximate Building Sizes
E. Lot Areas

Deleted: /Residential

I. INTRODUCTION

The Greenway Park Addition (GPA) project is proposed as a Planned Unit Development. The project is commercial office. There are seven lots on the 7.02 acres. No public streets will be constructed. All parking will be shared. The wetlands and floodplain areas will remain. An association will maintain the open spaces. Minimal lot filling will be allowed.

Deleted: with a mix of a residential component. The residential component is a series of condominiums constructed in the five structures.

The applicant is requesting approval of revisions to the existing Planned Unit Development zoning document that covers the property.

Deleted: a rezoning of the 36th Avenue N.W. property to Planned Unit Development (PUD) and is submitting a Rezoning Application/Preliminary Development plan and Preliminary Plat

A PUD District will allow the necessary flexibility to create a distinctive upscale office environment. There will be open space areas, and enhanced park improvements for the odd shaped piece of land, saturated with trees, an existing floodplain, and other natural elements.

Deleted: /residential

Greenway Park Addition is a development that encourages a professional office environment.

Deleted: mixed-use

Deleted: an office/professional/residential use.

The tract is located at the one-half section line. This is not the normal location of a commercial request. This PUD vehicle is the zoning method used to make the request sensitive to the surrounding neighborhoods. A meeting has already been completed to solicit neighborhood ideas and concerns. As a result, the design has been changed. Uniform architectural control will be mandated. Trees will be preserved either by designing around them or by replanting trees in a location suitable to final contour. The existing walkways will be retained. The wetlands and floodplain lands will remain. Privacy will be employed in the rear of the eastern lots for both the existing neighbors as wells as the new owners. More walkways will be constructed to allow use of the greenway that may be used by the public.

Although small (approximately 7.02 acres), Greenway Park Addition takes to heart its location to a significant natural corridor providing the ponds and wetlands necessary for enhanced water surface drainage. In addition to wildlife habitats, the developed creek areas offer walking and handicapped accessible trails. Greenways are vegetated natural buffers that provide wildlife habitat. Greenway trails are providing recreation, fitness and economic benefits for all to enjoy.

II. PROPERTY DESCRIPTION/EXISTING SITE CONDITIONS

A. Location

Greenway Park Addition is located on 36th Avenue N.W. at Crossroads Boulevard. The site is bordered on the north by Crossroads Blvd.; bordered on the south by a drainage channel; bordered on the east by single family homes (Crossroads West #6) and William Morgan City Park; and bordered on the west by 36th Avenue N.W.

B. Existing land Use and Zoning

The property was zoned RM-6 up until 2005 when it was approved as a Planned Unit Development. The site is currently vacant, except for one office building that has been constructed on Block 1, Lot 5, and which is occupied by a ticket vendor. The City of Norman has an active water well and building on the site. An existing wood deck pedestrian bridge is partially located on the tract and connected to William Morgan City Park.

Deleted: is currently

Deleted: and has no active uses

C. Elevation and Topography

The site consists of sloping terrain from the west to the east. A portion of the land has trees and drainage ways that will be preserved. Stormwater discharge onto the site from the north and west. The eastern portion of the property is an existing drainage ditch that conveys stormwater southerly to the wetland area that is located in the flood plain. A portion of the site is in the 100-year flood plain.

D. Drainage

A Drainage Impact Analysis has been prepared to illustrate the detention requirements that are required and the solutions planned. A joint agreement for detention has been confirmed between the City Parks Department and the GPA. An existing pond within the current park will be improved by GPA. The improvement will be to dredge the pond and provide detention for GPA. GPA will be assisted by the Oklahoma Conservation Commission during construction to preserve and ensure satisfactory excavation methods.

E. Utility Services

All of the required utility systems for the projects (including water, sewer, gas, telephone and electric) are currently located adjacent to the boundaries of the property.

F. Fire Protection Services

Fire protection services will be provided by the City of Norman Fire Department and by Owner provided NFPA 13R building sprinkler systems.

G. Traffic Circulation and Access

Primary vehicular access to the site would be provided by 36th Avenue N.W. Two entries distribute traffic to private streets within the property. Driveway locations have been approved by the City Traffic Engineer.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

A. Commercial Office

Deleted: /Residential Community

The PUD will consist of a minimum of 7 lots.

The uses permitted on the GPA property will be as follows:

1. Office buildings, and offices for such professional services as, but not limited to, accountant, architect, attorney, business or management consultant, court reporter, dentist or dental surgeon, engineer, geologist or geophysicist, linguist, landscape architect, optometrist, optician, osteopathic physician, planning consultant, psychologist, physician or surgeon, or registered nurse.
2. Laboratories for research and testing where all work is housed in buildings and no smoke, noise, odor, dust or other element of operation is more intense outside the confines of the building than that which normally prevails in an R-3, Multi-family Dwelling District.
3. Offices of non-profit associations and associated assembly halls.
4. Bank, mortgage, or related financial brokerage or investment services offices.
5. Ticket sales and vendors.
6. Art Gallery.
7. Artists' and photographers' studio.
8. Libraries.
9. Museums.
10. Music Conservatories.
11. Public and private schools.
12. Church, temple or other place of worship.
13. Child Care Center.
14. Municipal use, public building and public utility.
15. Recreation uses associated with any of the uses listed above and maintained primarily for the benefit and use of the occupants thereof.
16. Shops and stores associated with and incidental to the uses listed above maintained for serving only the occupants thereof.
17. Buildings and structures and uses customarily incidental to the above uses.

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Due to the substantial area of open space and recreational space provided to the east side of the GPA, Lot coverages beyond the normal city requirements will be allowed, as generally shown on the site plan as was approved in 2005.

All areas and Lots may share parking. Collectively, as an aggregate number, all Lots in the GPA shall provide sufficient quantities of parking spaces so as to meet the City of Norman parking requirements as to all occupied structures being placed on the GPA. The total parking spaces provided is preliminarily planned at 122, but subject to change as necessary to meet the required collective parking count on the entire GPA.

Most trees on the site will be used. GPA will utilize a tree spade to transplant as many trees as possible in areas where trees required to be removed for utility, roadway, parking lot, or buildings.

Structures will be primarily one story with the addition of rear walkouts for individual privacy.

In Greenway Park Addition particular attention is given to pedestrian right of way. The entire addition is bound by almost a mile of walkways and connecting paths of the William Morgan City Park.

Deleted: GPA is proposing to construct 10 residential condominium units (5 buildings) to the north and six offices on the remainder of the property. Depending on the market absorption, the center of the development might change to more condos. Lot coverage beyond the normal city requirements will be allowed. Building/lots may vary by 20% to be designed as final site development plan.¶
¶
Coverage and Parking¶
(All Parking is Shared in Common)¶
¶
Lot ¶
Number ... [1]

Deleted: one or two stories

Construction

The covenants will include that structures will be of significant masonry construction, roofs will be a minimum of 8/12 pitch, weathered wood colored, 7-tab weight composition, and providing for a minimum square footage of 3,000 square feet for offices. The covenants may be modified by the applicant's architectural review committee, which will be established to review and approve specific plans submitted by builders prior to construction of any building.

Deleted: and 1,250 square feet for each condo unit

Signage

- Entryway signs:

The north entrance to the PUD from 36th Avenue N.W. may contain a sign designating the development. The sign will be of masonry construction. The sign may be lighted, in conformity to the City of Norman Commercial Lighting Ordinance, and with appropriate vegetation and planter boxes designed so as not to interfere with traffic site lines. ~~Office sign is 20 s.f. per face with 10' set back~~. The signs will conform to current City standards.

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- Street and Directional Signs:

Decorative street signs may be used within the PUD. Any such decorative signage will be of metal construction. Appropriate directional signage within the common areas will be located around the amenities and parking areas. Such signs will be placed at key locations including turning alternatives within parking lots and sidewalks and jogging/walking trails around the lake areas. The face of the signs will be no larger than six square feet and may be constructed of masonry, wood, and/or metal and will be maintained by the property owner's satisfaction.

Deleted: for use of residents and guests

Fencing

'NO FENCING WILL BE ALLOWED' Greenway Park Addition will be open for both private and public access and enjoyment. Maintaining the eastern tree boundary is important to provide screening so as not to impose upon any of the seven homes on the eastern property line.

Amenities

- Gazebo, Walking Trails, Connectivity to William Morgan City Park: The surrounding areas will be utilized as a recreational area for property owners and their guests. The grounds will contain extensive walking paths. The amenities will be constructed in the specific phase as sequentially developed.

B. Open space and green space

Open space areas are located throughout the project. Open space totals over 30% of the total site area. Open space Block A will be maintained by the property owners association.

Site open space/green space areas consist of the gazebo, walkways, jogging paths, picnic areas, volleyball area, landscape/natural areas.

Parkland was granted by the Developer and added to the existing city pond to fulfill the parkland requirement for the previously planned residential component.

Deleted: will be

All lighting over any common area will be shielded from adjacent single-family homes and will have 20-foot tall poles.

A property owners association will be created in order to maintain all common areas such as the walking paths, entry to subdivision, landscaped groupings as well as sprinkler systems and protection of property owner's rights and enjoyment. Developer will maintain throughout the initial phases including mowing, trimming, landscape concerns, and general safety.

C. Traffic access/circulation/parking and sidewalks

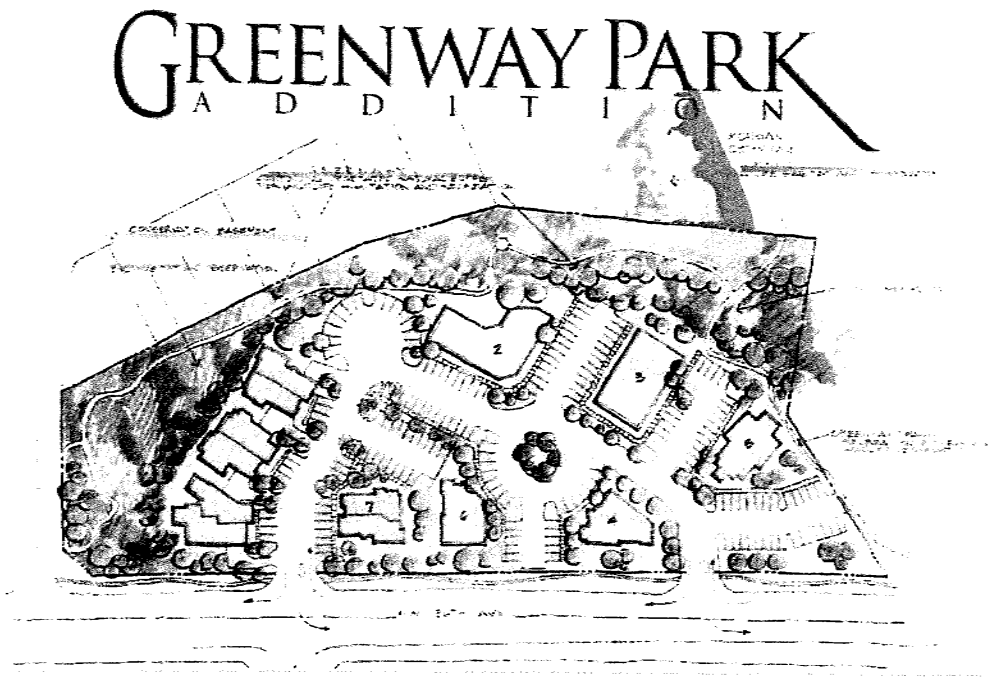
The PUD will have no public streets to serve all lots. The access to the PUD will be from 36th Avenue N.W., with one internal private street that will loop back to 36th Avenue N.W. The developer will remove the existing drive that accesses the public well and internal access from Greenway Park Drive will provide the new access to the well. No private gates are planned. Landscape buffers will accommodate all City of Norman traffic department sight triangle requirements. The site will have adequate circulation provided for the fire department and City Waste Management Services. Parking spaces nine feet (9') wide by nineteen feet (19') deep will be provided as parking for the PUD. The entire PUD will have shared parking.

All private sidewalks will be four feet (4') wide and provide adequate access (normal/handicapped) to the buildings along with all project amenities. A five-foot wide City sidewalk will be provided along the east side of 36th Avenue N.W., constructed to City of Norman Standards.

D. Development Phasing

Offices will be developed on the GPA as the market supports.

Deleted: Phase One: Offices (Maximum of 4 Buildings)¶
Phase Two: Residential Condos (All units must be built before Phase 3.)¶
Phase Three: Remaining Offices or Residential


GREENWAY PARK
ADDITION

Page - 5 -: [1] Deleted Sean Rieger 6/8/2012 1:35:00 PM

GPA is proposing to construct 10 residential condominium units (5 buildings) to the north and six offices on the remainder of the property. Depending on the market absorption, the center of the development might change to more condos. Lot coverage beyond the normal city requirements will be allowed. Building/lots may vary by 20% to be designed as final site development plan.

Coverage and Parking
(All Parking is Shared in Common)

Lot Number	Approximate Unit Size (s.f.)	Approximate Lot Size (s.f.)	Coverage %	Parking Spaces Required	All parking planned in PUD
1	23,000	75,545	30	20	
2	5,960	18,084	32	20	
3	3,562	15,401	23	12	
4	5,552	20,377	27	19	
5	3,950	28,681	14	20	
6	5,113	27,224	19	10	
7	5,766	21,840	26	19	
TOTAL				120	122

All areas will share parking. The condominium area is connected to the office area by a pedestrian walkway to facilitate parking usage. The total parking spaces provided is 122 (44 in condo area and 78 in office area), which exceeds the minimum. No additional guest parking can be provided.

ORDINANCE NO. O-1213-2 ITEM NO. 9b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Par-Mar, L.L.C.
REQUESTED ACTION	Amendment of the approved uses and the Site Development Plan approved with the Planned Unit Development established by Ordinance No. O-0506-1
EXISTING ZONING	PUD, Planned Unit Development District
SURROUNDING ZONING	North: R-1 East: R-1 South: R-1 West: R-1
LOCATION	Located at the southeast corner of the intersection of 36th Avenue N.W. and Crossroads Boulevard
SIZE	3 acres
PROPOSED USE	Office
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Detention ponds and single-family dwellings East: Park area and single-family dwellings South: Office West: Single-family dwellings
2025 LAND USE PLAN DESIGNATION	High Density Residential
GROWTH AREA DESIGNATION	Current Urban Service Area

SYNOPSIS: This proposal is for a revision to a portion of the existing PUD for the previously approved Greenway Park Addition (GPA), a mixed-use development. The PUD was initially approved in 2005. The applicant had previously proposed to develop a PUD consisting of

office uses as well as some condominiums on the northern portion of the development. The applicant has now requested the elimination of the condominiums and proposes office uses for the entire development.

ANALYSIS: The particulars of this PUD include:

USE: The project is proposed to consist of commercial office uses.

DESIGN: There are two access points for this PUD existing along 36th Avenue N.W. There will be seven lots within the 7.02 acres. The architectural design of the buildings will consist of masonry materials with an 8/12 pitch for the roofs.

OPEN SPACE: The area reserved for open space along the eastern and southern portion of the development will include walking trails and other amenities. This development consists of approximately thirty-percent open space.

PARKING: Preliminary parking count is set at 122. The PUD narrative states "All areas and lots may share parking. Collectively, as an aggregate number, all lots in the GPA shall provide sufficient quantities of parking spaces so as to meet the City of Norman parking requirements as to all occupied structures being placed on the GPA".

SIGNAGE: The PUD proposes an entry sign for the development at the north entrance along 36th Avenue N.W. There will be additional decorative signage for the offices and open space area(s) conforming to current city signage standards.

OTHER AGENCY COMMENTS:

PARKS BOARD: Parkland was granted to the city and added to the existing William Morgan Park when the original PUD was finalized in 2005; this parkland accounted for the residential requirements at that time. This open space/parkland will remain for the benefit of the office development and other citizens walking along the trails.

PUBLIC WORKS AND UTILITIES: The development as previously approved had accounted for the run-off through a Drainage Impact Analysis. All the required utility systems for this project are adjacent to the site. The two entries off 36th Avenue N.W. will access private streets within the property. The existing drives were approved by the City Traffic Engineer and those locations are not scheduled to change.

STAFF RECOMMENDATION: With the recent changes of residential development trends in the area the applicant recognizes that additional residential or condominium units in this development are not marketable as previously planned. Therefore, the applicant requests approval to eliminate the residential portion of the existing PUD. This development is surrounded by 36th Avenue N.W. on the west, Crossroads Boulevard on the north and an open space/park area on the east and south sides. With the open space/park area along the east and south sides the adjacent residential properties are buffered from any professional office businesses occupying this development. Staff is able to support this request for elimination of the previously proposed residential portion of this PUD.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

JULY 12, 2012

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 12th day of July 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Jim Gasaway Cynthia Gordon Tom Knotts Andy Sherrer
MEMBERS ABSENT	Diana Hartley Curtis McCarty Roberta Pailes Chris Lewis

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Kathryn Walker, Asst. City Attorney Larry Knapp, GIS Analyst Terry Floyd, Development Coordinator Scott Sturtz, City Engineer

* * *

Item No. 10, being:
CONSIDERATION OF A REQUEST SUBMITTED BY PAR-MAR, L.L.C. FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD.

10A. RESOLUTION NO. R-1213-9 – PAR-MAR, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1213-1) FROM HIGH DENSITY RESIDENTIAL DESIGNATION TO OFFICE DESIGNATION FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:
1. 2025 Map
2. Staff Report
3. Pre-Development Summary
4. Greenbelt Commission Comments
5. Greenbelt Enhancement Statement

10B. ORDINANCE NO. O-1213-2 – PAR-MAR, L.L.C. REQUESTS AMENDMENT OF THE PUD ESTABLISHED BY ORDINANCE NO. O-0506-1 TO CHANGE THE USE FROM RESIDENTIAL TO OFFICE, FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Annotated PUD Narrative

PRESENTATION BY STAFF:
1. Ms. Hudson – The application before you is a change to the existing PUD and the Land Use and Transportation Plan. The proposed Land Use change would bring it all into Office designation. The existing zoning is PUD, and they have requested to change the northern portion, which was previously proposed for residential use, to office use. This property is buffered very well from residential areas. There is an existing Tickets Unlimited office to the south. 36th Avenue N.W. abuts the property on the west. Staff supports both requests. The applicant's representative is present.

PRESENTATION BY THE APPLICANT:
1. Sean Rieger, 136 Thompson Drive, representing the applicant – There are no protests on this. Staff completely supports. At Pre-Development there was only one neighbor present. It was Council member candidate Jacqui Farley, who lives right behind this. She said she thought it was odd when this was approved with residential in the plan. The only change is to take the northern end and change it to office, so that the entire development is office uses. That is what the market has brought to this development. There has been no energy of any kind to make this high density residential, and now all the high density residential happening just north of this has really taken any hope of any market for that away. It has started out well as an office development. The problem was the existing PUD as it was written and approved, which governs the site, does not allow the northern end to be office. The only reason we're here tonight is to change the PUD. We went through the existing PUD and struck out everything that was residential and simply put in office. The next building planned for the site is a continuation of the single-story office structure that has started with Tickets Unlimited. I'd be happy to answer any questions

AUDIENCE PARTICIPATION:
There was no participation from the audience.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Dave Boeck moved to recommend approval of Resolution No. R-1213-9 and Ordinance No. O-1213-2 to the City Council. Jim Gasaway seconded the motion.

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

YEAS	Dave Boeck, Jim Gasaway, Cindy Gordon, Tom Knotts, Andy Sherrer
NAYES	None
ABSENT	Diana Hartley, Curtis McCarty, Roberta Pailes, Chris Lewis

Ms. Tromble announced that the motion to recommend approval of Resolution No. R-1213-9 and Ordinance No. O-1213-2 to the City Council passed by a vote of 5-0.

* * *

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: R-1213-25

File ID:	R-1213-25	**Type:**	Resolution	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 34	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	07/17/2012
File Name:	R-1213-25 LUP CCFI			**Final Action:**	

Title: RESOLUTION NO. R-1213-25: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1213-2**, SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE INSTITUTIONAL DESIGNATION AND REMOVE THE SAME FROM THE LOW DENSITY RESIDENTIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (701 AND 703 EAST EUFAULA STREET)

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-25, Land Use Plan Amendment No. LUP-1213-2; and, if adopted, amend the Norman 2025 Land Use and Transportation Plan Thereto.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 34

Attachments: Text File R-1213-25, R-1213-25 LUP-1213-2, CCFI_2025Location Map, CCFI 2025 Staff Report, 8-9-12 PC Minutes - CCFI

Project Manager: Jane Hudson, Current Planning Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	08/09/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council			Pass

Action Text: Recommended for Adoption at a subsequent City Council Meeting to the City Council

Text of Legislative File R-1213-25

Body

SUMMARY OF REQUEST: The applicant, Center for Children and Families, Inc. (CCFI), is requesting a change in the NORMAN 2025 Land Use and Transportation Plan to bring all of their properties under the Institutional designation. Currently, the applicant has four properties; three of the four properties included in this proposal are designated as Institutional. In order for CCFI to locate on-site the applicant requests all properties fall under the designation of Institutional under the Plan. The property in question is located at the northeast corner of Eufaula Street and Stewart Avenue.

BACKGROUND: Immanuel Baptist Church was located at this site for many years before building a new facility in 2010. Over the years Immanuel has expanded several times purchasing additional adjacent properties which they have remodeled for office use, a youth center, parking and related church activities. On the 2020 Land Use and Transportation Plan the subject property was designated as Institutional. However, on the 2025 Land Use and Transportation Plan the property was changed to Low Density Residential. The property was used as rental property which was probably the reason for the reclassification in the 2025 Plan.

ANALYSIS: The 2025 Plan identifies two criteria that must be examined before a land use change is approved.

*1. **There has been a change in circumstances resulting from development of properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest**.* The church previously utilizing this location has relocated their services leaving this site available. This vacancy gives the applicant, CCFI, the opportunity to relocate their services to this site. The services CCFI offers are considered a low impact use. The families will arrive on-site for counseling services and vacate soon after counseling session is complete.

*2. **There is a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity**.* Staff sees no additional impact to the surrounding properties or the vicinity. In fact, with the removal of the existing house and drive at the northeast corner of Eufaula Street and Stewart Avenue, and the proposal to install a therapeutic playground for the children, there will be less traffic in that area. Over the years the church acquired property for additional parking and purchased several homes which they converted to church offices. The employees, volunteers and clients of CCFI will be able to utilize these parking and office areas minimizing any additional impact on the neighborhood.

STAFF RECOMMENDATION: This facility is currently owned by Immanuel Baptist Church, they had been at this location for a number of years. The impact of traffic on the neighborhood with the new activities of CCFI will be less than with weekly church activities. This request is a minor change to what is in the vicinity. As previously stated the only areas that will be impacted with this change in land use designation is the area on the northeast corner of Eufaula Street and Stewart Avenue. Staff is able to support this request for a change to the Norman 2025 Land Use and Transportation Plan from Low Density Residential to Institutional. Planning Commission, at their August 8, 2012 meeting, by a vote of 5-0, recommended adoption of Resolution No. R-1213-25.

Resolution

R-1213-25
LUP-1213-2

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1213-2**, SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE INSTITUTIONAL DESIGNATION AND REMOVE THE SAME FROM THE LOW DENSITY RESIDENTIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (701 AND 703 EAST EUFAULA STREET)

§ 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 December 19, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan; and

§ 3. WHEREAS, Center for Children and Families, Inc., (CCFI) has requested that the following described property be moved from the Low Density Residential Designation and placed in the Institutional Designation of the NORMAN 2025 Land Use and Transportation Plan, to wit:

Lots 29 and the Southerly 85 feet of Lots 30 through 32, Block 55, ORIGINAL TOWNSITE OF NORMAN, Norman, Cleveland County, Oklahoma.

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

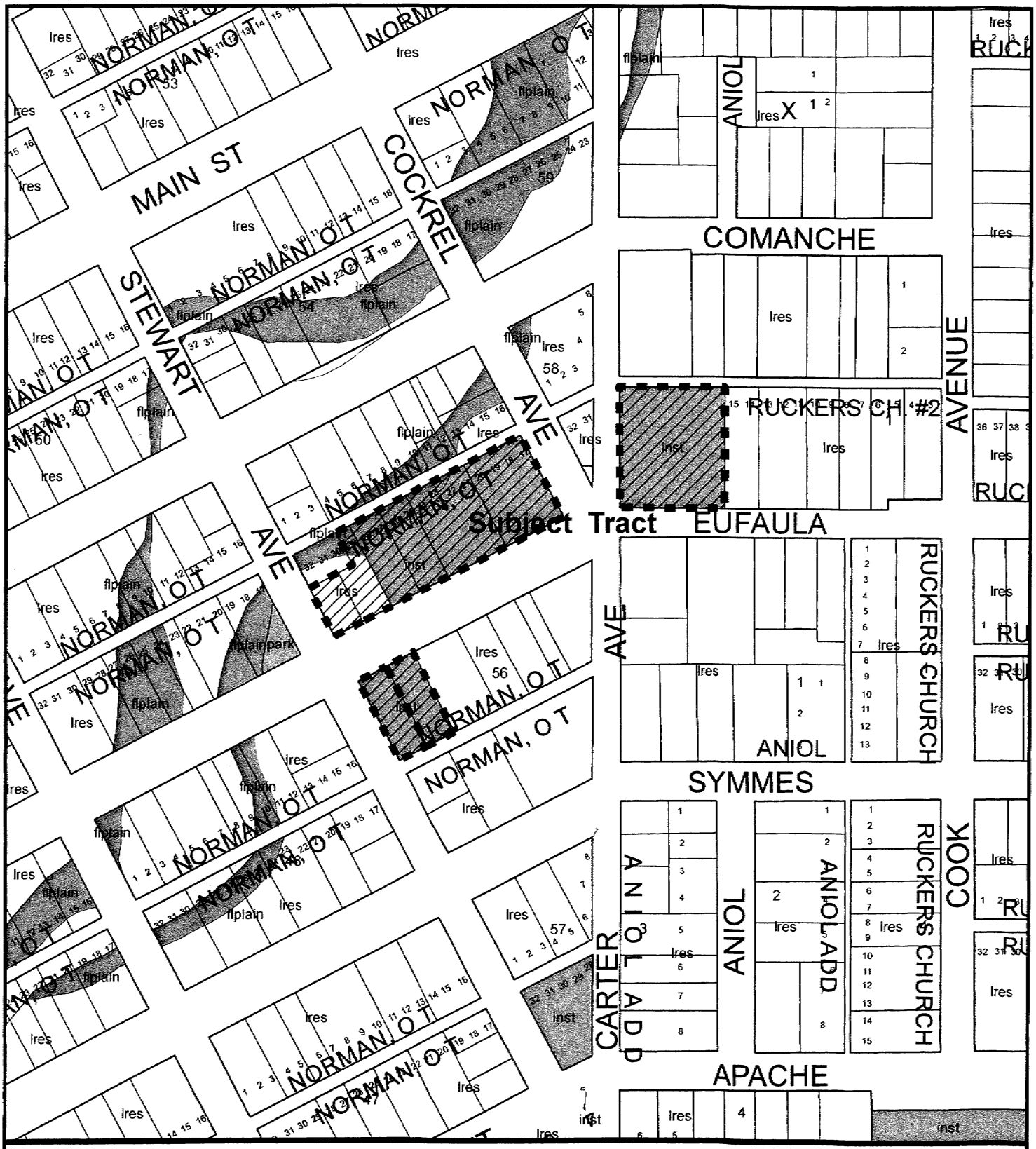
§ 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration, has determined that the requested amendment is compatible with the adopted NORMAN 2025 Land Use and Transportation Plan and does hereby approve the requested amendment.

PASSED and ADOPTED this _____ day of _____, 2012.

_____
Mayor

ATTEST:

_____
City Clerk



Norman 2025 Land Use Plan

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

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July 30, 2012

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Subject Tract

Zoning

34-2

RESOLUTION NO. R-1213-25 ITEM NO. 9a

STAFF REPORT

ITEM: Center for Children and Families, Inc. (CCFI) requests amendment of the NORMAN 2025 Land Use and Transportation Plan (LUP-1213-1) from Low Density Residential designation to Institutional designation for property generally located at the northeast corner of Eufaula Street and Stewart Avenue.

SUMMARY OF REQUEST: This applicant is requesting a change in the NORMAN 2025 Land Use and Transportation Plan to bring all of their properties under the Institutional designation. Currently, the applicant has four properties; three of the four properties included in this proposal are designated as Institutional. In order for CCFI to locate on-site the applicant requests all parcels fall under the designation of Institutional under the Plan. The parcels in question are located at the northeast corner of Eufaula Street and Stewart Avenue.

BACKGROUND: Immanuel Baptist Church was located at this site for many years before building a new facility in 2010. The church services vacated this site in late 2010 but still office at this site. Over the years Immanuel has expanded several times purchasing additional adjacent properties which they have remodeled for office use, a youth center, parking and related church activities. On the 2020 Land Use and Transportation Plan the two lots, which are the subject of this request, were designated as Institutional. However, on the 2025 Land Use and Transportation Plan the two lots were changed to Low Density Residential. The lots in question were used as a rental property which was probably the reason for the reclassification in the 2025 Plan. However, CCFI proposes demolition of the house in order to build a therapeutic playground in its place.

ANALYSIS: The 2025 Plan identifies two criteria that must be examined before a land use change is approved.

1. ***There has been a change in circumstances resulting from development of properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest.*** The church previously utilizing this location has relocated their services leaving this site available. However, at this time, the church temporarily utilizes a portion of the facility for their offices. This vacancy gives the applicant, CCFI, the opportunity to relocate their services to this site. The services CCFI offers are considered a low impact use. The families will arrive on-site for counseling services and vacate soon after counseling session is complete.
2. ***There is a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity.*** Staff sees no additional impact to the surrounding properties or the vicinity. In fact, with the removal of the existing house and drive at the northeast corner of Eufaula Street and Stewart Avenue, and the installation of a therapeutic playground for the children,

there will be less traffic in the area. Over the years the church acquired property for additional parking and purchased several homes which they converted to church offices. The employees, volunteers and clients of CCFI will be able to utilize these parking and office areas minimizing any additional impact on the neighborhood.

STAFF RECOMMENDATION: This facility is currently owned by Immanuel Baptist Church, they had been at this location for a number of years. The impact of traffic on the neighborhood with the new activities of CCFI will be less than with weekly church activities. This request is a minor change to what is in the vicinity. As previously stated the only areas that will be impacted with this change in land use designation are the two lots on the northeast corner of Eufaula Street and Stewart Avenue. Staff is able to support this request for a change to the Norman 2025 Land Use and Transportation Plan from Low Density Residential to Institutional.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

AUGUST 9, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9th day of August 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Jim Gasaway Diana Hartley Curtis McCarty Roberta Pailes Chris Lewis Andy Sherrer
MEMBERS ABSENT	Cindy Gordon Tom Knotts

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst Terry Floyd, Development Coordinator

* * *

Item No. 8, being:
CONSIDERATION OF A REQUEST SUBMITTED BY CENTER FOR CHILDREN AND FAMILIES, INC. (CCFI)

8A. RESOLUTION NO. R-1213-25 – CENTER FOR CHILDREN AND FAMILIES, INC. (CCFI) REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1213-2) FROM LOW DENSITY RESIDENTIAL DESIGNATION TO INSTITUTIONAL DESIGNATION FOR PROPERTY GENERALLY LOCATED AT 701 AND 703 E. EUFAULA STREET.

ITEMS SUBMITTED FOR THE RECORD:
1. 2025 Map
2. Staff Report

8B. ORDINANCE NO. O-1213-5 – CENTER FOR CHILDREN AND FAMILIES, INC. (CCFI) REQUESTS REZONING FROM R-2, TWO-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH, TO O-1, OFFICE-INSTITUTIONAL DISTRICT WITH SPECIAL USE FOR A CHILD CARE CENTER, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF EUFAULA STREET FROM STEWART AVENUE TO THE FIRST LOT EAST OF CARTER AVENUE AND ON THE SOUTHEAST CORNER OF STEWART AVENUE AND EUFAULA STREET.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Letter from Immanuel Baptist Church
4. Pre-Development Summary
5. CCFI Information Sheet
6. Greenbelt Commission Comments
7. Greenbelt Enhancement Statement

PRESENTATION BY STAFF:
1. Ms. Hudson – The first application is for a Land Use and Transportation Plan change from Low-Density Residential to Institutional designation. This only includes two lots. The other area is already designated as Institutional. Staff does support this request and feels that this is a minor change to the existing area. The next application is for the rezoning from R-2 with Special Use for a Church to Office Institutional. That includes the entire hatched area on the location map. There is a parking area to the east, residential to the south, and a park to the west. Staff also recommends approval of this request. The applicant's representative is here to answer questions and make a presentation.

PRESENTATION BY THE APPLICANT:
1. Sean Rieger, representing the applicant – It is my great honor tonight to stand before you in the representation of CCFI, one of Norman's most laudable and premier non-profit organizations. They have been here for over 40 years. They do incredible work for our community and this is an exciting moment for them to move on to a new facility that they're poised to take over and move to. They do need a zoning change to do that. I want to highlight a couple points, and then I want Ms. Fitzgerald to come up and talk to you very briefly about CCFI. First, I do want to note, as Ms. Hudson said, the 2025 Plan change is really only very minor. It is already Institutional for all of this site except for a small corner of it. That is really a very minor change. The second thing I want to note is, if you looked at 2025, you can see part of it almost shows that there is open space shown into the site. I wanted to show you for sure that the floodplain does not encroach into this site. You see the blue floodplain right there; this is straight off the City's GIS map. I just want there to be no confusion here; we're not asking you to rezone any property that's in the floodplain. Our property is entirely outside of that floodplain. The site is already developed. There really are no significant changes planned for this site. They do plan on completely remodeling the interior, and they may level a building or two and basically rebuild it in the same footprint if those buildings are not able to be reused – if it's more cost efficient to level and rebuild on the same footprint, they will do that. One of these buildings over

here they may level and increase some open space for playground. But those plans will further develop as their fund-raising goes forward, so it would be a little bit premature for me to lay that down in stone for you tonight. Not that it is particularly relevant for a zoning item, but that is the proposed remodeling of the interior -- a very nice plan that will accommodate them for a long time and really give them a space to help our community in great detail. This is a very non-controversial item. Staff highly supports it and notes that it's a minor change. They actually cite that the traffic impact will be lesser than it is now. Pre-Development went very well and I don't think we have anybody protesting tonight. With that being said, if you will indulge me, Mr. Chairman, I would like to have Ms. Katie Fitzgerald come up and tell you about CCFI's great work.

2. Katie Fitzgerald, 1151 E. Main Street – The Center for Children and Families does three basic things. As Sean said, we've been around for 43 years. We provide therapeutic support to children who have been abused and neglected and their families, and we do that under our healing children rubric. We have had a 37% increase in the number of children we've been serving just in the last year, which is part of why we're looking to find new space. We're really trapped in our current space with three play-therapy rooms. If we had, as our renovation plan calls for, at least five play-therapy rooms plus some sensory integration capability, we quite literally could be expanding the number of children we serve in our community, where abuse and neglect confirmations have increased, without increasing our staff capacity. So we have the staff; we have the ability. We don't have the space. So that's our healing children work. The second body of work we do is what we call strengthening families, and we're doing a whole variety of services in that area, from divorce visitation arbitration services. We are in relationship with the court system here in Cleveland County and we provide divorce services for every couple who is going through divorce in our county and who has minor children in their family. Some of those services are very basic, and some really require a lot more intensive work with families in high conflict, so those are supervised visits, exchanges, classes, that sort of thing. We're working with parents and families who have experienced challenges in their parenting and parenting classes in this area of strengthening families. We do home visitation services throughout Cleveland County. So that wouldn't take place at the site, but we have our staff there, and we do over 800 home visits a year in the county with parents who have had newborns in our community. Another important area in strengthening families is our teen parenting services, so we're working with Moore Public Schools and Norman Public Schools in our teen parenting work. So those are some of the things we do to strengthen families. Most of the classes that we do on a weekly basis in our community take place in churches around the community and other facilities, because we don't have the space to offer those services in our facility. So we lease currently 9,000 square feet and we use, in any given week, up to 30,000 square feet total for our services. So we really have a need to try to integrate services into one facility for our families. And then the last thing we do is what we call our empower youth area, so we're working with over 550 children and youth in Norman – not Cleveland County, but specifically in Norman – children and youth and families in this neighborhood who come and participate in out of school time services weekly – Monday through Thursdays – on weekends, over the summer in a six-week intensive summer camp, and this plan and this facility – again, we do all those services in borrowed space. The Norman Public Schools are a fantastic partner, but because of all the demands on the schools for space, we're really relegated to a few hours of time. And, again, we've got the staff to work with children in our community from 3 in the afternoon to 8 if we had the space to do services. The Board of Directors has decided that it's the time in our organization and we believe we have the community support to make this transition and to make our services more available for families. I'll take any questions you have.

AUDIENCE PARTICIPATION:
There was no participation from the audience.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Jim Gasaway moved to recommend approval of Resolution No. R-1213-25 and Ordinance No. O-1213-5 to the City Council. Curtis McCarty seconded the motion.

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

YEAS	Dave Boeck, Jim Gasaway, Diana Hartley, Curtis McCarty, Roberta Pailes, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Cindy Gordon, Tom Knotts

Ms. Tromble announced that the motion to recommend approval of Resolution No. R-1213-25 and Ordinance No. O-1213-5 to the City Council passed by a vote of 7-0.

* * *

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: O-1213-5

File ID:	O-1213-5	**Type:**	Ordinance	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 35	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	07/17/2012
File Name:	O-1213-5 CCFI Rezone			**Final Action:**	

Title: ORDINANCE NO. O-1213-5: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE O-1, OFFICE-INSTITUTIONAL DISTRICT WITH SPECIAL USE FOR A CHILD CARE CENTER, AND REMOVE THE SAME FROM THE R-2, TWO-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH; OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF EUFAULA STREET FROM STEWART AVENUE TO THE FIRST LOT EAST OF CARTER AVENUE AND ON THE SOUTHEAST CORNER OF STEWART AVENUE AND EUFAULA STREET.

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-5 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-5 upon Final Reading as a whole.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/11/2012

Agenda Number: 35

Attachments: Text File O-1213-5, O-1213-5 CCFI Rezone, CCFI_Location Map, Staff Report CCFI, CCFI - Immanuel Baptist Letter, Predevelopment CCFI, Greenbelt Comments CCFI, CCFI GES, CCFI Flyer, 8-9-12 PC Minutes - CCFI

Project Manager: Jane Hudson, Current Planning Manager

Entered by: rone.tromble@normanok.gov **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	08/09/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council			Pass
	Action Text: Recommended for Adoption at a subsequent City Council Meeting to the City Council						
1	Planning Commission	08/09/2012					
1	City Council	08/28/2012	Introduced and adopted on First Reading by title only				
	Action Text: Introduced and adopted on First Reading by title only						
1	City Council	08/28/2012					

Text of Legislative File O-1213-5

Body

BACKGROUND: The applicant, Center for Children and Families, Inc. (CCFI), a counseling center for children and families, is proposing to rezone the above noted properties to O-1, Office-Institutional, with Special Use for Child Care. The total area of all four parcels included in this rezoning request is approximately 2.19 acres. Currently, the Norman 2025 Land Use and Transportation Plan designation is mixed, consisting of both Low Density Residential and Institutional designations. The applicant has a companion request for a 2025 Land Use and Transportation Plan change to designate all the properties included in this proposal as Institutional.

ANALYSIS:

USE: The proposal for this rezoning request includes several buildings and a parking lot on four different parcels for the use as a counseling center for children and their families. There will be on-site counseling services, play activities and other therapeutic play areas and activities conducive to the counseling services needed for each client.

DESIGN: The applicant has not proposed any changes to the design of the existing facilities at this time; the applicant stated the facilities have adequate room for the needs of their organization. However, they do plan to move or demolish the house located at the northeast corner of Eufaula Street and Stewart Avenue where they may construct a "therapeutic playground" for their clients at some point in the future.

PARKING: The existing parking is adequate for this proposal. There are two parking areas available to this facility: one along Carter Avenue and one on Eufaula Street.

OTHER AGENCY COMMENTS:

PARKS BOARD: Parkland dedication is not required for this proposal.

PUBLIC WORKS AND UTILITIES: There will be no additional requirements from Public Works or Utilities.

STAFF RECOMMENDATION: The applicants do not view their services as a childcare/daycare based facility. However, the application for Special Use for Child Care Center is simply an anticipatory measure to cover the bases in the event any of the current or future children's activities and counseling services could be viewed as childcare/daycare related. The proposal for CCFI to be located at this site creates no additional impacts on the neighborhood. Staff can support this rezoning and special use request and recommends approval. The Planning Commission, at their meeting of August 9, 2012, by a vote of 5-0, recommended approval of Ordinance No. O-1213-5.

O-1213-5

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE O-1, OFFICE-INSTITUTIONAL DISTRICT WITH SPECIAL USE FOR A CHILD CARE CENTER, AND REMOVE THE SAME FROM THE R-2, TWO-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF EUFAULA STREET FROM STEWART AVENUE TO THE FIRST LOT EAST OF CARTER AVENUE AND ON THE SOUTHEAST CORNER OF STEWART AVENUE AND EUFAULA STREET)

§ 1. WHEREAS, Center for Children and Families, Inc., the owner of the hereinafter described property, has made application to have said property placed in the O-1, Office-Institutional District, and to have the same removed from the R-2, Two-Family Dwelling District with Special Use for a Church; and

§ 2. WHEREAS, the applicant has requested a Special Use for a Child Care Center; and

§ 3. 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 Special Use; and

§ 4. 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 and Special Use.

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

§ 5. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the O-1, Office-Institutional District with Special Use for a Child Care Center and to have the same removed from the R-2, Two-Family Dwelling District with Special Use for a Church, to wit:

Part of the SE/4 of Section 29, T9N, R2W of the Indian Meridian, Cleveland County, Oklahoma beginning 687.5 feet South of the NW/C;
THENCE South 88.53 feet;
THENCE East 164.53 feet;
THENCE North 188.53 feet;
THENCE West 1654.53 feet to the POINT OF BEGINNING.

Said described tract contains roughly 0.71 acres;

AND,

Lots 17 through 29, and the Southerly 85 feet of Lots 30 through 32, Block 55, ORIGINAL TOWNSITE OF NORMAN, Cleveland County, Oklahoma, according the recorded plat thereof;

AND

Lots 1, 2, 3, and the West 23 feet of Lot 4, Block 56, ORIGINAL TOWNSITE OF NORMAN, Cleveland County, Oklahoma, according the recorded plat thereof.

The total area is roughly 2.19 acres.

§ 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 _____, 2012.

_____
Mayor

NOT ADOPTED this _____day of _____, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

Location Map

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no responsibility for errors or omissions in the information presented.

N W E S

June 6, 2012

0 100 200 Ft.

Subject Tract

Zoning

35-3

ORDINANCE NO. O-1213-5 ITEM NO. 9b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Center for Children and Families, Inc. (CCFI)
REQUESTED ACTION	Rezoning to O-1, Office-Institutional District with Special Use for a Child Care Center
EXISTING ZONING	R-2, Two-Family Dwelling District with a portion of the area designated as Special Use for a Church
SURROUNDING ZONING	North: R-2, Two-Family Dwelling District & R-2, Two-Family Dwelling District with Special Use for a Church East: R-2, Two-Family Dwelling District South: R-2, Two-Family Dwelling District West: R-2, Two-Family Dwelling District
LOCATION	Generally located on the north side of Eufaula Street from Stewart Avenue to the first lots east of Carter Avenue and on the south east corner of Stewart Avenue and Eufaula Street
SIZE	2.19 acres
PROPOSED USE	Institutional – Center for Children and Families (CCFI)
EXISTING LAND USE	Church
SURROUNDING LAND USE	North: Residential East: Residential South: Residential West: Parkland
LAND USE PLAN DESIGNATION	Institutional and Low Density Residential
Growth Area Designation	Current Urban Service Area

SYNOPSIS: The applicant, Center for Children and Families, Inc. (CCFI), a counseling center for children and families, is proposing to rezone the above noted properties to O-1, Office-Institutional, with Special Use for Child Care. The total area of all four parcels included in this request is approximately 2.19 acres. Currently, the Norman 2025 Land Use and Transportation Plan designation is mixed, consisting of both Low Density Residential and Institutional designations. At present, these parcels are under the ownership of Immanuel Baptist Church but the site is vacant as Immanuel has relocated to a new site. The applicant has a companion request for a 2025 Land Use and Transportation Plan change to designate all the properties included in this proposal as Institutional.

ANALYSIS:

USE: The proposal for this rezoning request includes several buildings and a parking lot on four different parcels for the use as a counseling center for children and their families. There will be on-site counseling services, play activities and other therapeutic play areas and activities conducive to the counseling services needed for each client.

DESIGN: The applicant has not proposed any changes to the design of the existing facilities at this time; the applicant stated the facilities have adequate room for the needs of their organization. However, they do plan to move or demolish the house located at the northeast corner of Eufaula Street and Stewart Avenue where they will build a "therapeutic playground" for their clients.

PARKING: The existing parking is adequate for this proposal.

OTHER AGENCY COMMENTS:

PARKS BOARD: Parkland dedication is not required for this proposal.

PUBLIC WORKS AND UTILITIES: There will be no additional requirements from Public Works or Utilities.

STAFF RECOMMENDATION: The applicants do not view their services as a childcare/daycare based facility. However, the application for Special Use for Child Care Center is simply an anticipatory measure to cover the bases in the event any of the current or future children's activities and counseling services could be viewed as childcare/daycare related. The proposal for CCFI to be located at this site creates no additional impacts on the neighborhood. Staff can support this rezoning and special use request and recommends approval.

IMMANUEL
God with Us

May 31, 2012

City of Norman
Planning Department

We are aware of the pending zoning application in front of the City of Norman, as applied for by the Center for Children and Families (CCFI). We are the current property owners of the subject property being requested for re-zoning. We have a contract for sale with CCFI, subject to a successful re-zoning for the uses needed by CCFI. We are highly supportive of the proposed re-zoning and we believe that CCFI will be a great new addition to the neighborhood. Please approve of this re-zoning request. Thank you for your consideration.

Sincerely,

Ken Huddleston, Pastor

Immanuel Baptist Church ✦ 210 S. Cockrel ✦ Norman, Ok 73071
405-321-3545 ✦ fax: 405-321-8517 ✦ www.ibcnorman.org

City of Norman Predevelopment **June 28, 2012**

Applicant	Center for Children and Families, Inc.
Location	Generally located at 701, 702, 703, 706, 711, 715, 719 East Eufaula; 210 S. Cockrel 223 S. Carter
Case Number	PD 12-22
Time	5:30-6:00 PM

Attendee	Stakeholder	Address	Phone
Sean Rieger	Applicant Representative	136 Thompson Dr. Norman	329-6070
Mackenzie Britt	Applicant	632 E Boyd St.	230-0975
Jennifer Newell	Applicant	400 Daybreak Dr.	620-4294
Erin Barnhart	Applicant	2616 Lauriston Dr.	292-1476
Emily Claude	Applicant	2417 Camelia Street	694-9914
Joan Hohnson	Applicant	1521 Davinbrook Dr.	255-2452
Jean Parker	Interested Party	1899 Saddleback Dr.	701-5015
Jim Adair	Interested Party	111 N. Peters	321-8984
Ken Danner	City Staff – Public Works Department		366-5458
Jane Hudson	City Staff – Planning Department		366-5344

Application Summary The applicant is submitting a request for rezoning of an existing property from R-2 to O-1, a request for Special Use for a child care center and a change to the Norman 2025 Land Use and Transportation Plan from Low Density Residential to Institutional in order to permit the relocation of the Center for Children and Families, CCFI, to this site.

Applicant's Opportunity Center for Children and Families, (CCFI) has been working with children and families for over four decades. The CCFI family is in need of a new space to serve children and families in our community and to expand our services in ways that are not possible in our current location. CCFI's goal is to have all our services under one roof. We believe CCFI's commitment to a high quality, safe and peaceful environment will be

consistent with the neighborhood's desire for a quiet, well maintained, family and child-friendly neighbor.

Neighbors Comments/Questions Will the center be purchasing other property in the neighborhood?

Response At this time we have no plans for purchasing additional property.

Neighbors Comments/Questions There are existing problems with drainage/run-off on adjacent properties, will your development be expanding? .

Response We only plan to accommodate interior remodeling of the buildings.

GBC 12-19

Applicant: CCFI, Inc
Location: Generally located on the north and south sides of Eufaula Street between Stewart Avenue and Carter Avenue, and the northeast corner of Eufaula Street and Carter Avenue.
Proposal: Rezone to O-1 Office-Institutional District and Land Use Amendment to Institutional

Greenbelt Commission Final Comments - GBC 12-19
Meeting of June 18, 2012

The Greenbelt Commission was unable to convene their meeting on June 18, 2012 due to a lack of a quorum; therefore, no comments are forwarded.

Pre-Development Case No. PD 12-22 **Greenbelt Case No.** GBC 12-19

Date: **2 June 2012**

NORMAN GREENBELT ENHANCEMENT STATEMENT

The Norman City Council established the Norman Greenbelt Commission and charged the group with reviewing proposed developments in order to increase the preservation of beneficial green spaces and to identify trail system opportunities in new developments where appropriate. This Greenbelt Enhancement Statement was developed to aid the Commission in assessing new developments to insure that green space and trail opportunities are included, whenever possible.

As part of your application and submittal for a Pre-Development Meeting, the City of Norman ordinances require that you complete this Greenbelt Enhancement Statement to address the Greenbelt Commission's review and leave it with City of Norman staff at the same time you submit the required information for a Pre-Development Meeting.

Attached are copies of the three (3) applicable sections of the adopted Greenbelt Ordinance, Sections 4-2023A, 4-2026 and 4-2028, these guidelines will be your reference while completing this Enhancement Statement, please see pages 4-8.

At the time you submit your application for a Pre-Development Meeting, you will be provided with the date of the Pre-Development Meeting and the date of the next Greenbelt Commission Meeting. You are urged to attend the Greenbelt Commission Meeting where you will be given an opportunity to present information, discuss your proposed development, and to answer questions the Greenbelt Commission might have regarding your submittal. Based upon the review and discussion at the Greenbelt Commission Meeting, the Greenbelt Commission will make comments and recommendations about your proposal. Those comments and recommendations will be recorded and provided to you after the meeting minutes have been prepared. The comments and recommendations will also be forwarded to the Planning Commission and City Council as part of their agenda packets whenever you make an application to them for consideration of your proposed development. Should you have any questions about this process or any of the below questions, please feel free to contact the City of Norman Greenbelt Commission staff at 405-366-5322.

Greenbelt Enhancement Statement for Proposed Developments

Applicant Name: **CCFI, Inc.** Date: **6-2-12**
Contact Person: **Sean Rieger, Atty for Applicant**
Telephone/Fax/Email: **ph-329-6070 / fx-329-7103 / email – sp@riegerllc.com**

Name of Development: **Center for Children and Families, Inc.**
Area (Acres): **Total site being rezoned is roughly 2.19 acres**

General Location: **The following properties:**

- **701, 702, 703, 711, 715, 719 East Eufaula, Norman, OK**
- **210 S. Cockrel, Norman, OK**
- **223 S. Carter, Norman, OK**

Type of Development: (please check) Residential ___ Commercial _X_ Industrial___ Other __

1. Briefly explain the kind of development, types of buildings/uses, or character of your proposal.
   This proposal is brought forth with the request to change the current zoning from R-2 to O-1 Office-Institutional District in order to allow for a relocation of the Center for Children and Families, CCFI, to this site. There are no planned changes to the exterior of the properties. The existing use of the properties are for a church that is selling the facility to CCFI.

2. Does your proposed development or project incorporate open space(s)?
   Yes _X_ No ____ **(to the extent existing on the already built out properties)**

   Please check what type(s) of open space is proposed within your development:

Park:	____	Yes	_X_	No	____	Public	____ Private
Open Space:	_X_	Yes	____	No	____	Public	_X_ Private
Detention Pond:	____	Yes	_X_	No	____	Public	____ Private
Parking Lot Landscape:	_X_	Yes	____	No	____	Public	_X_ Private
Floodplain/Creek:	____	Yes	_X_	No	____	Public	____ Private

   Other _____

   If the above noted areas are accessible via some other arrangement please explain.

3. Does the open space for this development include some kind of trail or path that meets the definitions contained in 4-2023A of the attached guidelines? (Indicate all that are applicable.)

Public Sidewalks (4-5' wide)	_X_	Yes	____	No
Natural Trails (compacted earth 8-10' wide)	____	Yes	_X_	No
Parkway Trails (durable surface 6-8' wide)	____	Yes	_X_	No
Neighborhood Trails (durable or paved, 6-10' wide)	____	Yes	_X_	No
Community Wide Trails (paved, 10-12' wide)	____	Yes	_X_	No
Specialized Trails (equestrian, water, etc.)	____	Yes	_X_	No

   Other_____

4. Identify schools, recreational areas (parks, playgrounds), commercial sites, or other public open spaces within ½ mile of your proposed development. (If there are no such areas within the ½ mile radius please state such and skip question 5.)
   - **Jefferson Elementary**
   - **Longfellow Middle School**
   - **Downtown Norman commercial area**

5. Projects in close proximity to schools, recreational areas (parks, playgrounds), commercial sites, and residential neighborhoods should, ideally, allow connection points promoting non-motorized transportation between key areas. Please describe how the proposed development plan accommodates those using alternative transportation, such as walkers and bicyclists? Examples include sidewalks connecting key areas, designated bike paths, and bike parking. (If there is no such connectivity please state such.)
   - **This development is already platted and already built out as an existing church. CCFI proposes no changes or additions to the exterior areas of the properties, as this is merely a rezoning request for the usage of the existing property.**

6. Please check, from the following (or make a list), the geographical and/or environmental factors in your development that might offer opportunities for greenbelts and trails, per the attached guidelines.

   Storm water channels _____
   Detention ponds _____
   Floodplains_____
   Stream bank/Riparian corridors_____
   Utility Easements_____
   Abandoned/Active RR corridors_____
   Other_____

   How will your development incorporate those elements noted into greenbelts and trails?

   - **n/a**

7. If, after reviewing the above questions, you feel like your proposed development or project has no opportunities to add to nor detract from the City of Norman Greenbelt System, please explain briefly below. (Any comments you feel will help the Commission understand your intent to develop the area.)

   - **This project presents no opportunity to add or detract from the City of Norman proposed Greenbelt System.**
   - **This development is already platted and already built out as an existing church. CCFI proposes no changes or additions to the exterior areas of the properties, as this is merely a rezoning request for the usage of the existing property.**

Signature of Applicant or Contact Person: _____

Sean Rieger, Atty for Applicant

GREENBELT COMMISSION COMMENTS AND SUGGESTIONS ABOUT PROPOSED DEVELOPMENT AS SUBMITTED FOR PLANNING COMMISSION AND CITY COUNCIL CONSIDERATION (MAY ATTACH AS SEPARATE SHEET):

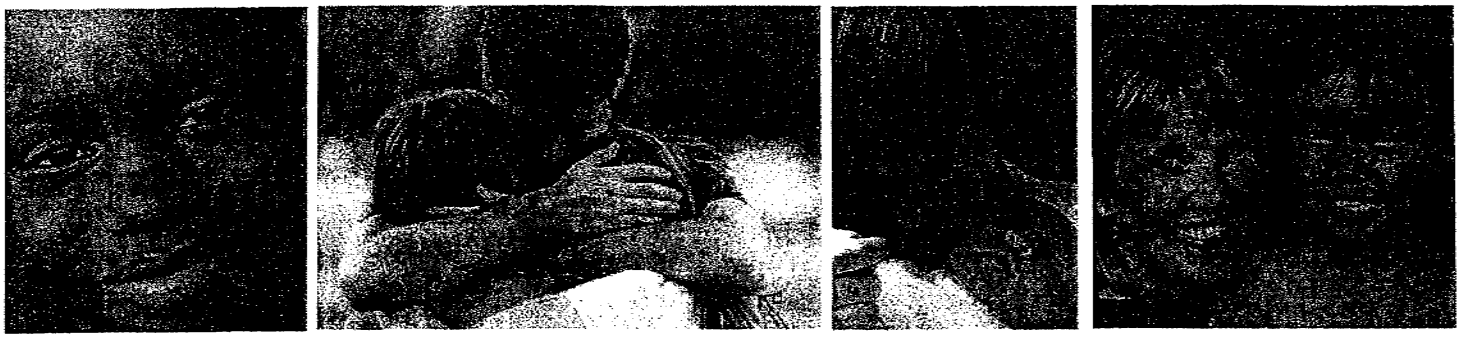
VOTE BY COMMISSION: _____

Proposed New Location for the Center for Children and Families, Inc. (CCFI)

715 E. Eufala - *former Immanuel Baptist Church*

WHY WE WANT TO BE YOUR NEIGHBOR:

CCFI has been improving the lives of children and families for over four decades with great success and without incident. We are in need of a new space to serve children and families in our community and to expand our services in ways that are not possible in our current location. We are committed to offering all the children, youth, and families we serve a nurturing, safe, healthy and supportive environment. This means a beautiful and child/family-friendly entry, safe and well-maintained grounds, and zero tolerance for loitering. We believe CCFI's commitment to a high quality, safe, and peaceful environment will be consistent with the neighborhood's desire for a quiet, well maintained, family and child-friendly neighbor.



WHAT WILL THIS BUILDING DO FOR CHILDREN AND FAMILIES?

- Integrate all CCFI services under one roof to improve client engagement and retention.
- Create space for new partnerships and programs with other non-profits, the schools and community groups.
- Double the number of service hours we can provide to individual clients.
- Expand or create services to include:
  - Art, music and movement therapies
  - Parent education, support groups and classes
  - Out-of-school time youth development and mentoring
  - Computer lab and enrichment space for children and youth
  - Indoor play therapy space for children working on gross motor skills
  - Play therapy wing with a sensory integration room, additional play therapy rooms and counseling/assessment rooms
  - Expanded Baby Pantry that can hold a greater inventory of formula, diapers, and baby food to serve more clients

WHY THIS BUILDING AND LOCATION?

- The building offers more than 25,000 square feet to integrate CCFI services in one place. Currently CCFI uses varied locations of borrowed or leased space throughout the community.
- The building is ideally constructed to accommodate a cost-effective renovation that will meet CCFI's service requirements.
- There is ample outdoor space for an expanded outdoor therapeutic playground.
- It is neighborhood-based. A neighborhood-based center is ideal for supporting and engaging families.
- Located near a public playground that can be used by children in non-therapeutic work supervised by CCFI staff.
- Parking already exists and is ample for CCFI's needs.
- Because we are already there! CCFI already serves families in this neighborhood. This location makes it even easier for children, youth and families to access services.

Center for Children & Families, Inc.
www.ccfinorman.org

1151 East Main Street, Norman, OK 73071 | 405-364-1420 | 405-364-1433 *fax*

What is the Center for Children and Families, Inc. (CCFI)?

An Exemplary, Community-Based Non-Profit Organization

- **Four decades of service to our community:** For 43 years, the Center for Children and Families, Inc. (CCFI) has been working to improve the lives of children through partnerships with families and communities because every boy and girl deserves to grow up safe, nurtured and loved.
- **Steadfast Commitment to Healthy Families *and* Neighborhoods:** CCFI prides itself on its enduring commitment to providing services that strive to strengthen both families and neighborhoods. After instituting Neighborhood Centers services in the late 1990's, the Wilson/Longfellow and Kennedy/Irving neighborhoods experienced significant declines in juvenile crime and delinquency.
- **An exemplary service and financial track record:** CCFI is well known for providing decades of proven and effective services and for its stellar financial management. CCFI enjoys a successful track record of service delivery and financial audits conducted annually by outside, independent auditors.
- **Qualified Professional Staff and Strong Volunteer Base:** CCFI has a professional staff of 40 people (25 full-time and 15 part-time) who bring 27 masters' degrees, 11 professional licenses, and decades worth of combined experience to their work with children and families. CCFI also receives support from a strong volunteer base. In 2011, 439 volunteers contributed 8,958 hours to the organization.
- **Strong, Active, and Local Leadership:** CCFI is led by an active board of thirty local leaders from all walks of community life. One-hundred percent (100%) of CCFI's Board of Directors provided financial gifts to CCFI in 2011 totaling $16,230 and contributed an additional $1,218 as in-kind donations.
- **Community Partner:** CCFI has been a partner with United Way of Norman for over two decades and works in partnership with over 25 other community-based entities including the City of Norman, Norman Public Schools, Norman Police Department, University of Oklahoma, Firehouse Art Center, Longfellow and Wilson Schools, and the Community After School Program.
- **Financial Stability:** CCFI has a $1.5 million dollar budget that has grown steadily over the years since its inception in 1969. The agency's funding is stable and diverse with over 50% of its revenue from individual donors and private foundations.

Center for Children & Families, Inc.

www.ccfinorman.org

To improve the lives of children through partnerships with families and communities ***because every boy and girl deserves to grow up safe, nurtured, and loved.***

CCFI serves children, youth, and their families (biological, foster, and adoptive) in the following ways:

Healing *Children*

A range of therapeutic services are provided to children and youth who have suffered from abuse or neglect. CCFI's therapeutic approaches with children involve the entire family - including a child's biological, adoptive or foster parents and other caregivers. Services include children's play therapy, family therapy, and parent support groups.

Empowering *Youth*

Hundreds of children and youth access weekly out-of-school time opportunities at CCFI's Neighborhood Centers. Neighborhood Centers' afterschool, evening, and summer enrichment opportunities include a low child to adult ratio, one-on-one and gender-specific mentoring, and family-oriented events.

Strengthening *Families*

CCFI's goal is to help families establish positive, parent-child relationships through a variety of services, including home visits for parents of newborns, support groups for pregnant or parenting teens, support for families struggling with abuse and/or neglect issues, respite child care, classes and support for families dealing with divorce or high conflict, supervised visits and exchanges, and a public Baby Pantry with essential baby care items for families in need.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

AUGUST 9, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9th day of August 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

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Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Jim Gasaway Diana Hartley Curtis McCarty Roberta Pailes Chris Lewis Andy Sherrer
MEMBERS ABSENT	Cindy Gordon Tom Knotts

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst Terry Floyd, Development Coordinator

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Item No. 8, being:
CONSIDERATION OF A REQUEST SUBMITTED BY CENTER FOR CHILDREN AND FAMILIES, INC. (CCFI)

8A. RESOLUTION NO. R-1213-25 – CENTER FOR CHILDREN AND FAMILIES, INC. (CCFI) REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1213-2) FROM LOW DENSITY RESIDENTIAL DESIGNATION TO INSTITUTIONAL DESIGNATION FOR PROPERTY GENERALLY LOCATED AT 701 AND 703 E. EUFAULA STREET.

ITEMS SUBMITTED FOR THE RECORD:
1. 2025 Map
2. Staff Report

8B. ORDINANCE NO. O-1213-5 – CENTER FOR CHILDREN AND FAMILIES, INC. (CCFI) REQUESTS REZONING FROM R-2, TWO-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH, TO O-1, OFFICE-INSTITUTIONAL DISTRICT WITH SPECIAL USE FOR A CHILD CARE CENTER, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF EUFAULA STREET FROM STEWART AVENUE TO THE FIRST LOT EAST OF CARTER AVENUE AND ON THE SOUTHEAST CORNER OF STEWART AVENUE AND EUFAULA STREET.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Letter from Immanuel Baptist Church
4. Pre-Development Summary
5. CCFI Information Sheet
6. Greenbelt Commission Comments
7. Greenbelt Enhancement Statement

PRESENTATION BY STAFF:
1. Ms. Hudson – The first application is for a Land Use and Transportation Plan change from Low-Density Residential to Institutional designation. This only includes two lots. The other area is already designated as Institutional. Staff does support this request and feels that this is a minor change to the existing area. The next application is for the rezoning from R-2 with Special Use for a Church to Office Institutional. That includes the entire hatched area on the location map. There is a parking area to the east, residential to the south, and a park to the west. Staff also recommends approval of this request. The applicant's representative is here to answer questions and make a presentation.

PRESENTATION BY THE APPLICANT:
1. Sean Rieger, representing the applicant – It is my great honor tonight to stand before you in the representation of CCFI, one of Norman's most laudable and premier non-profit organizations. They have been here for over 40 years. They do incredible work for our community and this is an exciting moment for them to move on to a new facility that they're poised to take over and move to. They do need a zoning change to do that. I want to highlight a couple points, and then I want Ms. Fitzgerald to come up and talk to you very briefly about CCFI. First, I do want to note, as Ms. Hudson said, the 2025 Plan change is really only very minor. It is already Institutional for all of this site except for a small corner of it. That is really a very minor change. The second thing I want to note is, if you looked at 2025, you can see part of it almost shows that there is open space shown into the site. I wanted to show you for sure that the floodplain does not encroach into this site. You see the blue floodplain right there; this is straight off the City's GIS map. I just want there to be no confusion here; we're not asking you to rezone any property that's in the floodplain. Our property is entirely outside of that floodplain. The site is already developed. There really are no significant changes planned for this site. They do plan on completely remodeling the interior, and they may level a building or two and basically rebuild it in the same footprint if those buildings are not able to be reused – if it's more cost efficient to level and rebuild on the same footprint, they will do that. One of these buildings over

here they may level and increase some open space for playground. But those plans will further develop as their fund-raising goes forward, so it would be a little bit premature for me to lay that down in stone for you tonight. Not that it is particularly relevant for a zoning item, but that is the proposed remodeling of the interior -- a very nice plan that will accommodate them for a long time and really give them a space to help our community in great detail. This is a very non-controversial item. Staff highly supports it and notes that it's a minor change. They actually cite that the traffic impact will be lesser than it is now. Pre-Development went very well and I don't think we have anybody protesting tonight. With that being said, if you will indulge me, Mr. Chairman, I would like to have Ms. Katie Fitzgerald come up and tell you about CCFI's great work.

2. Katie Fitzgerald, 1151 E. Main Street – The Center for Children and Families does three basic things. As Sean said, we've been around for 43 years. We provide therapeutic support to children who have been abused and neglected and their families, and we do that under our healing children rubric. We have had a 37% increase in the number of children we've been serving just in the last year, which is part of why we're looking to find new space. We're really trapped in our current space with three play-therapy rooms. If we had, as our renovation plan calls for, at least five play-therapy rooms plus some sensory integration capability, we quite literally could be expanding the number of children we serve in our community, where abuse and neglect confirmations have increased, without increasing our staff capacity. So we have the staff; we have the ability. We don't have the space. So that's our healing children work. The second body of work we do is what we call strengthening families, and we're doing a whole variety of services in that area, from divorce visitation arbitration services. We are in relationship with the court system here in Cleveland County and we provide divorce services for every couple who is going through divorce in our county and who has minor children in their family. Some of those services are very basic, and some really require a lot more intensive work with families in high conflict, so those are supervised visits, exchanges, classes, that sort of thing. We're working with parents and families who have experienced challenges in their parenting and parenting classes in this area of strengthening families. We do home visitation services throughout Cleveland County. So that wouldn't take place at the site, but we have our staff there, and we do over 800 home visits a year in the county with parents who have had newborns in our community. Another important area in strengthening families is our teen parenting services, so we're working with Moore Public Schools and Norman Public Schools in our teen parenting work. So those are some of the things we do to strengthen families. Most of the classes that we do on a weekly basis in our community take place in churches around the community and other facilities, because we don't have the space to offer those services in our facility. So we lease currently 9,000 square feet and we use, in any given week, up to 30,000 square feet total for our services. So we really have a need to try to integrate services into one facility for our families. And then the last thing we do is what we call our empower youth area, so we're working with over 550 children and youth in Norman – not Cleveland County, but specifically in Norman – children and youth and families in this neighborhood who come and participate in out of school time services weekly – Monday through Thursdays – on weekends, over the summer in a six-week intensive summer camp, and this plan and this facility – again, we do all those services in borrowed space. The Norman Public Schools are a fantastic partner, but because of all the demands on the schools for space, we're really relegated to a few hours of time. And, again, we've got the staff to work with children in our community from 3 in the afternoon to 8 if we had the space to do services. The Board of Directors has decided that it's the time in our organization and we believe we have the community support to make this transition and to make our services more available for families. I'll take any questions you have.

AUDIENCE PARTICIPATION:
There was no participation from the audience.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Jim Gasaway moved to recommend approval of Resolution No. R-1213-25 and Ordinance No. O-1213-5 to the City Council. Curtis McCarty seconded the motion.

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

YEAS	Dave Boeck, Jim Gasaway, Diana Hartley, Curtis McCarty, Roberta Pailes, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Cindy Gordon, Tom Knotts

Ms. Tromble announced that the motion to recommend approval of Resolution No. R-1213-25 and Ordinance No. O-1213-5 to the City Council passed by a vote of 7-0.

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