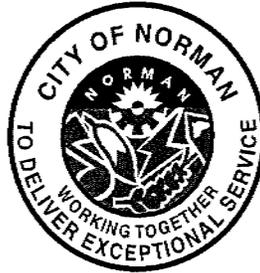


City of Norman, OK

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



Meeting Agenda

Tuesday, August 13, 2013

6:30 PM

Municipal Building Council Chambers

City Council

*Mayor Cindy Rosenthal
Council Member Greg Heiple
Council Member Tom Kovach
Council Member Robert Castleberry
Council Member Greg Jungman
Council Member Lynne Miller
Council Member Jim Griffith
Council Member Stephen Holman
Council Member Chad Williams*

1 Roll Call**2 Pledge of Allegiance****3 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 4 through Item 32 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:***Minutes**

4 GID-1314-19 CONSIDERATION OF THE MINUTES AS FOLLOWS:

CITY COUNCIL CONFERENCE MINUTES OF JULY 10, 2013
CITY COUNCIL SPECIAL SESSION MINUTES OF JULY 16, 2013
NORMAN'S 2060 STRATEGIC WATER SUPPLY PLAN PUBLIC
MEETING MINUTES OF JULY 16, 2013
CITY COUNCIL CONFERENCE MINUTES OF JULY 23, 2013
CITY COUNCIL MINUTES OF JULY 23, 2013
NORMAN UTILITIES AUTHORITY MINUTES OF JULY 23, 2013
NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 23, 2013
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF
JULY 23, 2013

Attachments: Text File Minutes

July 10 conference minutes

July 16 Special Session minutes

July 16 SWSP Public Meeting Minutes

July 23 Conference Minutes

July 23 CC Minutes

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

ACTION TAKEN: _____

Ordinance**5** O-1112-19b CONSIDERATION OF ORDINANCE NO. O-1112-19 UPON FIRST
READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE
CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE I, SECTIONS
5-101 AND 5-101.1; AND ARTICLE II, SECTION 5-212 OF CHAPTER
5; AND ARTICLE XIV, SECTION 13-1402 OF CHAPTER 13 OF THE
CODE OF THE CITY OF NORMAN SO AS TO ADOPT AND AMEND
THE 2009 INTERNATIONAL RESIDENTIAL CODE FOR ONE AND
TWO FAMILY DWELLINGS AS AMENDED AND MODIFIED BY THE
UNIFORM BUILDING CODE COMMISSION PURSUANT TO 59 O.S. §
1000.23; AND PROVIDING FOR THE SEVERABILITY THEREOF.**Attachments:** Text File O-1112-19 August 13th

Text File O-1112-19 May 8 2012

O-1112-19 Clean

O-1112-19 Annotated

Memo regarding O-1112-19

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-19 upon First Reading by title.

ACTION TAKEN: _____

- 6 O-1213-49 CONSIDERATION OF ORDINANCE NO. O-1213-49 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 SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-1, LOCAL COMMERCIAL DISTRICT, AND REMOVE THE SAME FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED AT THE NORTHEAST CORNER OF 36TH AVENUE S.E. AND STATE HIGHWAY NO. 9)

Attachments: Text File O-1213-49 First Reading

O-1213-49

Bellatona Commercial Rezone Staff Report

Bellatona Commercial Lot Site Plan

Bellatona Protest Map

Bellatona Protest Letters 7-9-13

Bellatona Pre-Development Protest

7-11-13 PC Minutes - R-1213-133 O-1213-49 PP-1213-18

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1213-49 upon First Reading by title.

ACTION TAKEN: _____

- 7 O-1314-1 CONSIDERATION OF ORDINANCE NO. O-1314-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A UTILITY EASEMENT LOCATED IN RED CANYON RANCH ADDITION SECTION 3, A PLANNED UNIT DEVELOPMENT, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (LOTS 5 AND 15, BLOCK 2, RED CANYON RANCH, SECTION 3)

Attachments: Text File O-1314-1

O-1314-1

Location Map

Clerk Memo Utility Vacation

Petition for vacation

Radius Map Red Canyon Ranch

Staff Report - Red Canyon Ranch UE

7-11-13 PC Minutes - O-1314-1

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1314-1 upon First Reading by title.

ACTION TAKEN: _____

- 8 O-1314-2 CONSIDERATION OF ORDINANCE NO. O-1314-2 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 PLACE LOTS 43 AND 44, BLOCK 5, HARDIE RUCKER ADDITION, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE R-2, TWO-FAMILY DWELLING DISTRICT, AND REMOVE THE SAME FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (LOCATED AT THE NORTHWEST CORNER OF GEORGE AVENUE AND STINSON STREET)

Attachments: Text File O-1314-2

O-1314-2

Location Map

Rezoning Staff Report - 1420 George

Site Plan-George Ave

7-11-13 PC Minutes - R-1314-6 O-1314-2

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1314-2 upon First Reading by title.

ACTION TAKEN: _____

- 9 O-1314-3 CONSIDERATION OF ORDINANCE NO. O-1314-3 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 NORTHWEST QUARTER OF SECTION SIX, TOWNSHIP EIGHT NORTH, RANGE TWO WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND REMOVE SAME FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1217 SOUTH BERRY ROAD)

Attachments: Text File O-1314-3
 O-1314-3
 Location Map
 Rezoning Staff Report - 1217 S Berry
 Preliminary Site Plan Linberry
 Linberry Protest Map 7-10-13
 1st Protest Ledbetter 6-27-13
 2nd Protest Ledbetter 7/22/13
 7-11-13 PC Minutes - R-1314-7 O-1314-3 PP-1314-2

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1314-3 upon First Reading by title.

ACTION TAKEN: _____

Appointment

10 AP-1314-6 CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

GREENBELT COMMISSION

TERM: 07-13-13 TO 07-13-16: RICHARD MCKOWN, 4409 CANNON DR (AT-LG)

TERM: 07-13-13 TO 07-13-16: ROBERT BRUCE, 5209 LYON DRIVE (WARD 3)

TERM: 08-13-13 TO 07-13-16: DONNA BROWN, 1712 MONTCLAIR CT (WARD 6)

TERM: 07-13-12 TO 07-13-15: JAMES MCCAMPBELL, 1717 CAMBRIDGE (WARD 8)

HUMAN RIGHTS COMMISSION

TERM: 07-13-13 TO 07-13-16: MARY DRYWATER, 1707 SHEFFIELD DRIVE

TERM: 08-13-13 TO 07-13-16: JEFF HUGHES, 1600 ANN BRANDON BLVD, #614

TERM: 07-13-13 TO 07-13-16: TAMARA PULLIN, 415 COLLEGE AVENUE

TERM: 08-13-13 TO 07-13-15: HARRY WRIGHT, 3351 ALLSPICE RUN

LIBRARY BOARD

TERM: 05-01-13 TO 05-01-16: BREEA CLARK, 2021 ALAMEDA STREET, #802

TERM: 08-13-13 TO 05-01-16: LISA SCHMIDT, 1330 SALSBURY STREET

TERM: 08-13-13 TO 05-01-16: TIFFANY NEILL, 324 BARBOUR AVENUE

PUBLIC SAFETY OVERSIGHT COMMITTEE

TERM: 08-13-13 TO 02-10-15: LINDA LOCKETT, 910 ELM AVENUE

NORMAN ECONOMIC DEVELOPMENT ADVISORY BOARD

TERM: 08-13-13 TO 08-13-14: ALEXANDER HOLMES, 2519 FAIRFIELD DRIVE

TERM: 08-13-13 TO 08-13-14: EDD PAINTER, 3927 CHARING CROSS COURT

TERM: 08-13-13 TO 08-13-15: HOSSEIN FARZANEH, 121 ACCIPITER STREET

TERM: 08-13-13 TO 08-13-15: BEN GRAVES, 1030 JOE KEELEY DRIVE

TERM: 08-13-13 TO 08-13-15: CHRIS PURCELL, 2014 MORNING DEW TRAIL

TERM: 08-13-13 TO 08-13-16: RENEE PORTER, 1216 COUNTRY CLUB DRIVE

TERM: 08-13-13 TO 08-13-16: CHUCK THOMPSON, 3519

CHUKKAR COURT

Attachments: Text File appointments

O-1213-42

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

Request for Payment

- 11 GID-1314-17 CONSIDERATION OF PAYMENT OF FYE 2014 DUES ASSESSMENT IN THE AMOUNT OF \$60,390 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) FOR THE PERIOD OF JULY 1, 2013, THROUGH JUNE 30, 2014.

Attachments: Text File ACOG Dues

Letter from ACOG

ACOG Invoice

ACTION NEEDED: Motion to approve or reject payment of FYE 2014 dues assessment in the amount of \$60,390 to the Association of Central Oklahoma Governments through June 30, 2014.

ACTION TAKEN: _____

Bid

- 12 BID-1213-93 CONSIDERATION AND AWARDING OF BID NO. 1213-93 FOR THE PURCHASE OF WATER METERS FOR THE LINE MAINTENANCE DIVISION.

Attachments: Text File Water Meter Bid

Bid Tab Water Meters

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications for Sections 1, 2, 3, 10, and 13; and, if accepted, award the bid to H.D. Waterworks Supply as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications for Sections 4, 5, 6, 7, 8, 9, 11, and 12; and, if accepted, award the bid to Badger Meter, Inc., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

- 13 K-1314-7 CONSIDERATION OF BID NO. 1213-94, NORMAN UTILITIES AUTHORITY APPROVAL OF CONTRACT NO. K-1314-7 WITH ASSOCIATED ENVIRONMENTAL INDUSTRIES CORPORATION IN THE AMOUNT OF \$92,000; PERFORMANCE BOND NO. B-1314-6; STATUTORY BOND NO. B-1314-7; AND MAINTENANCE BOND NO. MB-1314-3; FOR THE WATER WELL HOUSE NO. 20 RECONSTRUCTION PROJECT AND BUDGET APPROPRIATION.

Attachments: Text File Well House

Bid Tabulation.pdf

Contract K1314-7.pdf

Performance Bond B1314-6.pdf

Statutory Bond B1314-7.pdf

Maintenance Bond MB1314-3.pdf

PR Associated

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$92,000 to Associated Environmental Industries Corporation as the lowest and best bidder meeting specifications; approve Contract No. K-1314-7 and the performance, statutory, and maintenance bonds; authorize execution of the contract and bonds; direct the filing of the bonds; and appropriate \$100,000 from the Water Fund Balance (031-0000-253-20-00) to Project No. WA0197, Water Well House #20 Replacement, Construction (031-9345-462.61-01).

ACTION TAKEN: _____

- 14 K-1314-4 CONSIDERATION OF BID NO. 1314-2, NORMAN UTILITIES AUTHORITY APPROVAL OF CONTRACT NO. K-1314-4 WITH TRENT CONSTRUCTION, L.L.C., IN THE AMOUNT OF \$309,978.92; PERFORMANCE BOND NO. B-1314-1; STATUTORY BOND NO. B-1314-2; AND MAINTENANCE BOND NO. MB-1314-1; FOR THE HIGHWAY 9 UTILITY RELOCATION PROJECT.

Attachments: Text File Highway 9 Water Line
 Bid Summary
 Recommendation.pdf
 Contract K-1314-4.pdf
 Performance Bond B-1314-1.pdf
 Statutory Bond B-1314-2.pdf
 Maintenance Bond MB-1314-1.pdf
 Hwy9WaterlineRelocationAreaMap.pdf
 PR Highway 9 Water Line

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$309,978.92 to Trent Construction, L.L.C., as the lowest and best bidder meeting specifications; approve Contract No. K-1314-4 and the performance, statutory, and maintenance bonds; authorize execution of the contract and bonds; and direct the filing of the bonds.

ACTION TAKEN: _____

- 15 BID-1314-4 CONSIDERATION AND AWARDED OF BID NO. 1314-4 FOR THE PURCHASE OF TWO THOUSAND FIVE HUNDRED (2,500) 95-GALLON POLYCARTS FOR THE CITY OF NORMAN SANITATION DIVISION.

Attachments: Text File Polycarts
 Bid Tab Polycarts

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$47.75 each for a total bid price of \$119,375 to Rehrig Pacific Company as the lowest and best bidder meeting all specifications.

ACTION TAKEN: _____

- 16 BID-1314-5 CONSIDERATION AND AWARDING OF BID NO. 1314-5 FOR THE PURCHASE OF FORTY (40) 6-CUBIC YARD AND EIGHTY (80) 8-CUBIC YARD FRONT-LOAD REFUSE CONTAINERS FOR THE SANITATION DIVISION.
- Attachments:** Text File Refuse Containers
 Bid Tab Refuse Containers
- ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$87,920 to Wastequip as the lowest and best bidder meeting specifications.*

ACTION TAKEN: _____

- 17 GID-1314-26 CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF ONE (1) BREATHING AIR COMPRESSOR IN THE AMOUNT OF \$47,036 FROM TESCOP FOR FIRE STATION NO. NINE.
- Attachments:** Text File Air Compressor
 Tabulation of Quotes Air Compressor
 BAC -Station 9 - Tescorp.pdf
- ACTION NEEDED: Motion to approve or reject authorization for the purchase of one (1) breathing air compressor in the amount of \$47,036 from Tescorp for Fire Station No. Nine.*

ACTION TAKEN: _____

Certificate of Survey

- 18 COS-1314-1 CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-1314-1 FOR CADDELL ESTATES AND A VARIANCE TO THE MINIMUM ACREAGE REQUIREMENTS FOR TRACTS 1, 2, AND 3. (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 72ND AVENUE S.E. AND STATE HIGHWAY NO. 9)

Attachments: Text File Caddell Acres COS
 Location Map
 COS Caddell Estates
 Staff Report - Caddell Estates COS
 Site Plan - Caddell Estates
 Variance Request - Caddell Estates
 Aerial Photo Caddell
 7-11-13 PC Minutes - COS-1314-1

ACTION NEEDED: Motion to approve or reject Norman Rural Certificate of Survey No. COS-1314-1 for Caddell Estates and a variance in the minimum acreage requirements for Tracts 1, 2, and 3; and, if approved, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Grant

- 19 GID-1314-18 CONSIDERATION OF ACCEPTANCE OF A GRANT TO RECEIVE FORENSIC IMAGE AND VIDEO ENHANCEMENT SOFTWARE VALUED AT \$3,975 FROM THE SPIRIT OF BLUE FOUNDATION TO BE USED BY THE NORMAN POLICE DEPARTMENT IN PARTNERSHIP WITH THE OKLAHOMA CITY POLICE DEPARTMENT TO INCREASE INVESTIGATIVE CAPABILITIES OF DIGITAL EVIDENCE.

Attachments: Text File Spirit of Blue Foundation Grant
 GID-1314-18 Grant Solicitation Announcement.pdf
 GID-1314-18 Grant Award Notification.pdf

ACTION NEEDED: Motion to approve or reject a grant to receive forensic image and video enhancement software valued at \$3,975 from the Spirit of Blue Foundation to be used by the Norman Police Department in partnership with the Oklahoma City Police Department; and, if approved, authorize the Mayor to sign additional supporting documentation related to the grant.

ACTION TAKEN: _____

Encroachment

- 20 EN-1314-2 CONSIDERATION OF CONSENT TO ENCROACHMENT NO. EN-1314-2 FOR LOT 1, BLOCK 3, CARRINGTON PLACE ADDITION, SECTION 8. (4715 KENSAL RISE PLACE)

Attachments: Text File Encroachment
 Clerk Memo Encroachment
 Application Packet McCarty
 Consent No. 1314-2
 Planning Memo
 Utilities Memo
 Public Works Memo
 Consents from Utilities

ACTION NEEDED: Motion to approve or reject Consent to Encroachment No. EN-1314-2; and, if approved, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Special Claim

- 21 SC-1314-5 SPECIAL CLAIM NO. SC-1314-5: A CLAIM IN THE REDUCED AMOUNT OF \$5,000 SUBMITTED BY PAT SCAVUZZO FOR MEDICAL EXPENSES INCURRED DUE TO A FALL IN THE NORMAN PUBLIC LIBRARY PARKING LOT.

Attachments: Text File Special Claim Scavuzzo

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1314-5; and, if approved, direct payment in the reduced amount of \$5,000 contingent upon obtaining a Release and Covenant Not to Sue from Pat Scavuzzo.

ACTION TAKEN: _____

Limited License

- 22 LL-1314-2 LIMITED LICENSE NO. LL-1314-2: A LIMITED LICENSE TO PLACE ONE (1) GROUND BANNER WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM CROSSROADS YOUTH AND FAMILY CENTER, INC.

Attachments: Text File Limited License Crossroads

Crossroads Application

Limited License Crossroads

Now Enrolling Picture

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1314-2 to place one (1) ground banner within the public rights-of-way pursuant to a request from Crossroads Youth and Family Center, Inc.; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

- 23 LL-1314-3 LIMITED LICENSE NO. LL-1314-3: A LIMITED LICENSE TO PLACE THREE (3) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE CLEVELAND COUNTY YMCA FOR THE 12TH ANNUAL TIE-DYE TRI ON SEPTEMBER 15, 2013.

Attachments: Text File Limited License YMCA

Application YMCA

YMCA Tie-Dye Tri

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1314-3 to place three (3) ground banners within the public rights-of-way pursuant to a request from the Cleveland County YMCA; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Contract

- 24 K-0304-147 AMENDMENT NO. TWO TO CONTRACT NO. K-0304-147: BY AND
 Amd 2 BETWEEN THE NORMAN UTILITIES AUTHORITY AND CP&Y, INC.,
 (FORMERLY CHAING, PATEL & YERBY), IN AN AMOUNT
 NOT-TO-EXCEED \$104,975 TO PROVIDE ADDITIONAL
 ENGINEERING SERVICES FOR THE SOUTHEAST BISHOP
 INTERCEPTOR PROJECT.

Attachments: Text File CP&Y
 CP&Y - Amdmt No 2 rev 01
 SEBishopInterceptor Map
 PR CPY

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Amendment No. Two to Contract No. K-0304-147 with CP&Y in an amount not-to-exceed \$104,975; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

- 25 K-1213-51 AMENDMENT NO. ONE TO CONTRACT NO. K-1213-51: A
 Amd 1 CONTRACT BY AND BETWEEN THE CITY OF NORMAN,
 OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF COMMERCE
 INCREASING THE EMERGENCY SOLUTIONS GRANT AMOUNT BY
 \$8,481.26 TO BE USED FOR HOUSING RELOCATION AND
 STABILIZATION SERVICES FOR THE HOMELESS AND FAMILIES
 SEEKING ASSISTANCE.

Attachments: Text File Amd to ODOC Grant
 Amendment No. 1 to K-1213-51 with ODC for ESG with FS ODOC form
 K-1213-51

ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-1213-51 with the Oklahoma Department of Commerce increasing the the Emergency Solutions Grant amount by \$8,481.26; and, if approved, authorize the execution thereof and increase Emergency Shelter Grant Program (021-0000-331.13-19) by \$8,481.26 by \$8,481.26.

ACTION TAKEN: _____

- 26 K-1213-52 AMENDMENT NO. ONE TO CONTRACT NO. K-1213-52: BY AND
 Amd 1 BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FOOD AND
 SHELTER, INC., INCREASING THE CONTRACT AMOUNT BY
 \$8,481.26 FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM
 TO BE USED FOR HOMELESS PREVENTION AND/OR HOUSING
 RELOCATION AND STABILIZATION AND BUDGET APPROPRIATION.

Attachments: Text File FSFF Amdmt
 Amd K-1213-52 FSFF.doc
 K-1213-52
 PR FSFF

ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-1213-52 with Food and Shelter, Inc., increasing the contract amount by \$8,481.26; and, if approved, authorize the execution thereof and appropriate \$.8,481.26 from Emergency Shelter Grant Program (021-0000-331.13-19) to Miscellaneous Services/Food and Shelter (021-4001-463.47-77).

ACTION TAKEN: _____

- 27 K-1314-31 CONTRACT NO. K-1314-31: A CONTRACT BY AND BETWEEN THE
 CITY OF NORMAN, OKLAHOMA, AND 89ER DAY PARADE
 COMMITTEE IN THE AMOUNT OF \$5,000 FOR THE PURPOSE OF
 PROMOTING, ENCOURAGING AND PROVIDING SERVICES FOR
 THE 89ER DAY PARADE TO BE HELD IN APRIL, 2014.

Attachments: Text File 89er Day Parade
 K-1314-31

ACTION NEEDED: Motion to approve or reject Contract No. K-1314-31 with 89er Day Parade Committee in the amount of \$5,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

- 28 K-1314-40 CONTRACT NO. K-1314-40: 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, 2013, THROUGH JUNE 30, 2014, AND BUDGET APPROPRIATION.

Attachments: Text File Crossroads Contract OJA

CIC Contract

OJA Contract

CIC Assignment

ACTION NEEDED: Motion to approve or reject Contract No. K-1314-40 with 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, 2013, through June 30, 2014; and, if approved, authorize the execution of the contract and an affidavit of assignment to allow direct payment of OJA funds to Crossroads, and appropriate \$40,000 from the General Fund Balance (010-0000-253.20-00) to Professional Services/Other Professional, Legal (010-2220-412.40-99).

ACTION TAKEN: _____

- 29 K-1314-42 CONTRACT NO. K-1314-42 A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE MADOLE FAMILY REVOCABLE TRUST, WILEY R. AND BARBARA SUE MADOLE, CO-TRUSTEES; JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG, TRUSTEE UNDIVIDED ½ INTEREST AND DOROTHY ARMSTRONG; AND CHRISTOPHER ARMSTRONG; AND ACCEPTANCE OF THE RIGHT-OF-WAY ACQUISITIONS AS DESCRIBED IN THE SUBJECT AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS TO EFFECTUATE THE TRANSFERS.

Attachments: Text File K-1314-42 Cedar Lane

K-1314-42

Map 8-8-13

Easements 8-8-13

Warranty Deeds 8-8-13

ACTION NEEDED: Motion to approve or reject Contract No. K-1314-42 with the Madole Family Revocable Trust, Wiley R. and Barbara Sue Madole, Co-Trustees, James Robert Armstrong Revocable Living Trust, James Armstrong, Trustee Undivided ½ Interest and Dorothy Armstrong; and Christopher Armstrong, and, if approved, accept the right-of-way acquisitions, and authorize the City Manager to execute the necessary documents to effectuate the transfers.

ACTION TAKEN: _____

Resolution

- 30** R-1314-23 RESOLUTION NO. R-1314-23: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING CERTAIN REAL PROPERTY KNOWN AS BOYD VIEW PARK AS UNSUITABLE FOR USE AS A PARK AND DECLARING SUCH USE TO BE ABANDONED.

Attachments: Text File Boyd View
 Resolution No. R-1314-23
 Boydview Location Map
 Easements R-1314-23
 Deed R-1314-23

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1314-23.

ACTION TAKEN: _____

Contract

- 31** K-1314-43 CONTRACT NO. K-1314-43: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND III MOORE PROPERTIES, LTD, FOR PROPERTY ACQUISITION IN CONNECTION WITH THE CEDAR LANE WIDENING PROJECT AND TRANSFER OF BOYD VIEW PROPERTY AND RESERVING FUTURE DEVELOPMENT REQUIREMENTS OF THE BOYD VIEW PROPERTY; AND ACCEPTANCE OF THE RIGHT-OF-WAY ACQUISITIONS AS DESCRIBED IN THE SUBJECT AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS TO EFFECTUATE THE TRANSFERS.

Attachments: Text File III Moore
 K-1314-43 8-8-13
 Maps K-1314-43
 Deeds K-1314-43
 Easements K-1314-43

ACTION NEEDED: Motion to approve or reject Contract No. K-1314-43 with III Moore Properties, LTD, for property acquisition and transfer of of Boyd View Property, and, if approved, authorize the City Manager to execute the necessary documents to effectuate the transfers.

ACTION TAKEN: _____

Settlement

- 32 GID-1314-20 CONSIDERATION OF A RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT IN THE AMOUNT OF \$28,000 IN HODGE V. KEENE, ET AT., UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA CASE NO. CJ-2010-1283D.

Attachments: Text File Hodge vs Keene

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize the City Attorney's office to effectuate the settlement in the amount of \$28,000.

ACTION TAKEN: _____

Non-Consent Items

- 33 R-1314-26 RESOLUTION NO. R-1314-26: A RESOLUTION AUTHORIZING THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") TO ISSUE ITS TAX INCREMENT REVENUE NOTE, TAXABLE SERIES 2013 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$14,215,000; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUE AND AD VALOREM TAX INCREMENT REVENUE; APPROVING AND AUTHORIZING EXECUTION OF A GENERAL BOND INDENTURE AND A SERIES 2013 SUPPLEMENTAL NOTE INDENTURE (COLLECTIVELY, THE "INDENTURE") AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Attachments: Text File R-1314-26

08 Resolution Authority R-1314-26

ACTION NEEDED: Acting as the Norman Tax Increment Finance Authority motion to adopt or reject Resolution No. R-1314-26.

ACTION TAKEN: _____

- 34 R-1314-27 RESOLUTION NO. R-1314-27: A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") ISSUING ITS TAX INCREMENT REVENUE NOTE, TAXABLE SERIES 2013 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; APPROVING AND AUTHORIZING EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUES AND AD VALOREM TAX INCREMENT REVENUES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Attachments: Text File R-1314-27 TIF

09 Resolution City R-1314-27

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1314-27.

ACTION TAKEN: _____

- 35 PP-1314-1 CONSIDERATION OF A PRELIMINARY PLAT FOR ASHTON GROVE ADDITION, A PLANNED UNIT DEVELOPMENT. (GENERALLY LOCATED AT THE NORTHEAST CORNER OF 48TH AVENUE N.W. AND WEST ROCK CREEK ROAD)

Attachments: Text File Ashton Grove

Attachment A.pdf

Location Map - Ashton Grove

Prelim Ashton Grove

Stf-rept. prelim-plat-Ashton.pdf

Transportation Impacts - Ashton Grove

Predevelopment Ashton Grove

Greenbelt Comments Ashton Grove

7-11-13 PC Minutes - PP-1314-1

ACTION NEEDED: Motion to approve or reject the preliminary plat for Ashton Grove Addition, a Planned Unit Development.

ACTION TAKEN: _____

- 36 R-1213-139 RESOLUTION NO. R-1213-139: 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-1213-14, SO AS TO PLACE PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE MEDIUM DENSITY RESIDENTIAL DESIGNATION AND REMOVE THE SAME FROM THE LOW DENSITY RESIDENTIAL DESIGNATION. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. APPROXIMATELY 620 FEET NORTH OF CEDAR LANE ROAD)

Attachments: Text File R-1213-139 LUP

R-1213-139

2025 Map

Staff Report

Predevelopment Summary Park 7

6-13-13 PC Minutes - R-1213-139 O-1213-56 PP-1213-19

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-139, Land Use Plan Amendment No. LUP-1213-14; and, if adopted, amend the NORMAN 2025 Land Use and Transportation Plan according thereto

ACTION TAKEN: _____

37 O-1213-56 CONSIDERATION OF ORDINANCE NO. O-1213-56 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHWEST QUARTER OF SECTION 9 OF TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. APPROXIMATELY 620 FEET NORTH OF CEDAR LANE ROAD)

- Attachments:** Text File O-1213-56
 O-1213-56
 Location Map
 Park 7 Rezone Staff Report
 PUD Narrative 6-6-13
 6-13-13 PC Minutes - R-1213-139 O-1213-56 PP-1213-19

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-56 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-56 upon Final Reading as a whole.

ACTION TAKEN: _____

- 38 PP-1213-19 CONSIDERATION OF A PRELIMINARY PLAT FOR PARK 7 GROUP ADDITION, A PLANNED UNIT DEVELOPMENT, WITH A WAIVER OF THE REQUIREMENT FOR THE CONSTRUCTION OF A CUL-DE-SAC. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. AND NORTH OF CEDAR LANE ROAD)

Attachments: Text File Prelim Park 7

Attachment A.pdf

Park7Group PrelimLocation.pdf

Prelim Park 7 went to PC

Expanded Prelim Park 7

Staff Report

Transportation Impacts Analysis

Park Prelim Site Dev Plan PC

Well site Plan Park 7 PC

Park 7 Variance Letter

Park 7 - Parks Board

6-13-13 PC Minutes - R-1213-139 O-1213-56 PP-1213-19

ACTION NEEDED: Motion to approve or reject the preliminary plat for Park 7 Group Addition, a Planned Unit Development, with a waiver of the requirement for the construction of a cul-de-sac.

ACTION TAKEN: _____

- 39 O-1314-5 CONSIDERATION OF ORDINANCE NO. O-1314-5 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 21-111 AND 21-201 OF CHAPTER 21 OF THE CODE OF THE CITY OF NORMAN TO AMEND THE FREQUENCY OF RECYCLING COLLECTION, THE TYPE OF RECYCLING CONTAINERS UTILIZED, AND THE MATERIALS TO BE RECYCLED; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Attachments: Text File O-1314-5

O-1314-5

O-1314-5 Annotated

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1314-5 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1314-5 upon Final Reading as a whole.

ACTION TAKEN: _____

- 40** O-1314-6 CONSIDERATION OF ORDINANCE NO. O-1314-6 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20, SECTION 20-803, OF THE CODE OF THE CITY OF NORMAN TO AMEND AND CLARIFY THE LANGUAGE AS IT RELATES TO PARKING METER USAGE PAYMENT OPTIONS AND OPERATION TIMES; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Attachments: Text File O-1314-6

O-1314-6 Amending Meter Usage and Payment

O-1314-6 Amending Meter Usage and Payment-Anno2

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1314-6 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1314-6 upon Final Reading as a whole.

ACTION TAKEN: _____

- 41** **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.
- 42** **Adjournment**



City of Norman, OK

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

Master

File Number: **GID-1314-19**

File ID: GID-1314-19	Type: Minutes	Status: Consent Item
Version: 1	Reference: Item No. 4	In Control: City Council
Department: City Clerk Department	Cost:	File Created: 08/01/2013
File Name: MINUTES		Final Action:

Title: CONSIDERATION OF THE MINUTES AS FOLLOWS:

CITY COUNCIL CONFERENCE MINUTES OF JULY 10, 2013
 CITY COUNCIL SPECIAL SESSION MINUTES OF JULY 16, 2013
 NORMAN'S 2060 STRATEGIC WATER SUPPLY PLAN PUBLIC MEETING MINUTES OF JULY 16, 2013
 CITY COUNCIL CONFERENCE MINUTES OF JULY 23, 2013
 CITY COUNCIL MINUTES OF JULY 23, 2013
 NORMAN UTILITIES AUTHORITY MINUTES OF JULY 23, 2013
 NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 23, 2013
 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 23, 2013

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

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 4

Attachments: Text File Minutes, July 10 conference minutes, July 16 Special Session minutes, July 16 SWSP Public Meeting Minutes, July 23 Conference Minutes, July 23 CC Minutes

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:
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Text of Legislative File GID-1314-19

CITY COUNCIL CONFERENCE MINUTES

July 10, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:30 p.m. in the Municipal Building Conference Room on the 10th day of July, 2013, 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, Griffith, Holman, Jungman, Miller, and Mayor Rosenthal

ABSENT: Councilmembers Heiple, Kovach, and Williams

Item 1, being:

DISCUSSION REGARDING A WASTEWATER RATE INCREASE TO BE SUBMITTED FOR VOTER APPROVAL.

Mayor Rosenthal said the last wastewater rate increase was approved by voters in January 2001, and since that time the City has spent approximately \$80 million in investments from various sources for wastewater improvements throughout the system. She said the City has made substantial investments in the system and furthering the goals of the Wastewater Master Plan (WWMP), which consists of two (2) plants, a northside plant and a southside plant. The southside Wastewater Treatment Plant (WWTP) improvements are primarily driven by regulatory demands of the Department of Environmental Quality (DEQ), as well as capacity issues.

Mayor Rosenthal said tonight's focus will be on creating a rate proposal that will be submitted for voter approval and Council will need to provide guidance to Staff regarding how to calculate the rate to finance the improvements including the engineering work currently being done at the south WWTP. She said tonight's discussion is not a debate as to whether or not the City will have a north WWTP, but rather a discussion regarding how to finance the improvements at the south WWTP.

Mr. Ken Komiske, Director of Utilities, said the Water Reclamation Facility (WRF) is a 24/7 operation. He said the water reclamation funding sources created in 2001 are:

- Sewer Sales Tax: temporary one/half cent sales tax implemented October 1, 2001, and ended September 30, 2006;
- New Development Sewer Sales Excise Tax: main source of revenue is from new construction building permits based on square footage; and
- Sewer Maintenance Fee: \$5.00 per month fee for replacement of sewer lines on a pay as you go basis.

Mr. Komiske said another funding source is the commodity fee which is a user charge rate. He said current rates are 80% (residential) of the winter use during December, January, and February. He said the base rate is \$3.90 plus \$1.60 per 1,000 gallons of treated wastewater. He said the last rate increase was in 1996.

Mr. Komiske said the City has been a very good steward of the funding sources and improvements that have been made to date at the WRF include:

- Upgrade to the West Side Lift Station in 2004 (\$2.5 million) and Headworks construction in 2005 (\$3.9 million). The total cost for both projects was \$6.4 million; however, the City received \$2.5 million in grant funding;
- Sludge Project in 2009 having a cost of \$6.5 million and the City received \$1.5 million in grant funding; and
- Digester Boiler and Blower Variable Frequency Drive (VFD) replacement which was funded through a \$1 million Department of Energy (DOE) grant.

Mr. Komiske said the proposed project has three (3) components: regulations (consent order), equipment replacement, and capacity. He said the proposed estimated \$63 million Water Reclamation Facility Improvement Project includes the following components:

• Capacity (5 mgd at South plant)	\$30,900,000
• Renew/replace obsolete equipment	\$18,400,000
• Regulatory	\$ 9,100,000
• Odor Control	<u>\$ 4,700,000</u>
Total	\$63,100,000

Phase 2A, currently under design contract with Garver Engineering, is a regulatory project and includes Ultra Violet (UV) disinfection; post aeration; new discharge outfall piping; solids handling; standby power; site electrical; and instrument and controls.

Phase 2B, also contracted with Garver Engineering, is capacity and replacement driven. Phase 2B includes headworks; effluent flow measurement and splitting; primary clarifier upgrades; aeration basin upgrades; secondary clarifier upgrades; odor control; standby power; site electrical; and instrument and controls.

Mr. Komiske said the Water Reclamation Facility Improvement Project will provide increased capacity; disinfection of effluent; increase dissolved oxygen in receiving stream; odor control; overall reduction in pollutants to receiving stream; emergency generators; and a more marketable effluent.

In the past, the City has been fortunate to borrow money from the Oklahoma Water Resource Board (OWRB) State Revolving Fund (SRF), which provides low cost federal funding to municipalities on an as-needed basis. Mr. Komiske said the City of Norman is on a list to receive money; however, the City may not be able to finance the total bond for the Water Reclamation Improvement Project through OWRB due to limited available funding and may need to obtain funding using the bond market process.

The 2013 estimate for the Water Reclamation Improvement Project is \$63 million and the City is looking to borrow \$38 million, which would include require a \$2.8 million annual payment based on 4% interest rate for 20 years. Mr. Komiske highlighted the timeline as follows:

• Submit engineering report to DEQ	July, 2013
• Submit plans and specifications for construction for task A (DEQ required)	November, 2013 or 30 days from the environment review approval
• Begin construction	July, 2014
• Complete construction	January, 2017
• Compliance with Oklahoma Pollutant Discharge Elimination System (OPDES) permit limits	July, 2017

Mr. Komiske highlighted Water Reclamation revenues and reserves in the Wastewater Excise Tax and Wastewater Sewer Sales Tax Funds. He said Council could consider using some or all of the available reserves in order to “cash down” the bond note so the annual payments would be considerably less. He highlighted the following funding reserves and options:

Total Project:	\$63,000,000	20 Year Annual Payment
Water Reclamation:	59.3% or \$37,359,000	\$2.8 million without reserve versus
	\$5.7 million available reserve	\$2.4 million using reserve
Wastewater Excise:	40.7% or \$25,641,000	\$1.9 million without reserve versus
	\$11 million available fund balance	\$1.3 million using reserve
Sales Tax:	0.0%	

Mr. Komiske said if voter approval is achieved the rates for both residential and commercial customers will change and highlighted the water reclamation monthly rates for residential and commercial customers stating each are billed as follows:

- \$3.90 base fee;
- 80% of water used in December, January, and February - winter usage; Commercial Commodity rate is recalculated each month based on usage; \$1.60/1,000 gallons; (commodity rate)
- \$5.00 maintenance fee;
- Residential Capital Improvement Charge (CIC) of \$0.50; and
- Commercial CIC = 60% of total bill.

Mr. Komiske said the following are options Council could consider to obtain the necessary revenues needed to fund the improvements:

- Begin billing residential customers a commodity rate of 100% instead of 80% which would increase revenues by \$650,000. He said Norman is the only metro city that utilizes the 80% formula and other cities bill customers based on 100% of the water usage. Councilmember Miller asked why the Norman uses this formula and Mr. Komiske said in the past, the City's theory was only 80% of residential water usage will "go down the drain" and ultimately be treated at the WWTP; therefore, only 80% should be billed.
- Increase the base fee from \$3.90 to \$5.00 or \$6.00, gaining an additional \$450,000 or \$870,000 respectively in revenues.
- Increase the commodity rate, currently at \$1.60 per 1,000 gallons to \$2.50, \$2.75, or \$3.00, gaining an additional \$1.5 million, \$1.9 million, or \$2.3 million respectively in revenues.

Mr. Komiske said Staff researched base and cost per 1,000 gallon rates for several cities in the metro area as well as cities in Kansas and Texas. He said the average base rate is \$7.77 per month and the average cost per 1,000 gallons is \$3.06. Mr. Komiske said while Staff looks at other cities as a comparison, the rates should be based on what the City needs to pay for projects and/or recover costs for services provided. He said the cities researched appeared to have either a lower base charge/higher commodity or a higher base charge/lower commodity. Councilmember Miller asked if a higher commodity rate would encourage water conservation and Mr. Komiske said yes. Mayor Rosenthal said if increasing the commodity rate will help the City recover costs as well as encourage water conservation then that is the way to go.

Mr. Komiske said use for residential customers at 7,000 gallons per month would cover 85% of all the wastewater bills sent. He gave three (3) residential water reclamation scenarios as options for Council's consideration:

	Option 1	Option 2	Option 3
<u>Existing Rate:</u>	<u>New Rate:</u>	<u>New Rate:</u>	<u>New Rate:</u>
80% winter use	80% winter use	100% winter use	80% winter use
\$3.90 base	\$3.90 base	\$3.90 base	\$5.00 base
\$1.60/1,000 gallons	\$3.00/1,000 gallons	\$2.40/1,000 gallons	\$2.75/1,000 gallons
Total bill: \$18.36	Total bill: \$26.20	Total bill: \$26.20	Total bill: \$25.90

Mayor Rosenthal asked what all went into the base fee and Mr. Komiske said at one time the thought was for the base fee to help cover customer service costs, i.e., meter reader, collection of data, billing, and customer service personnel. He said research of other cities reflected their base fee also assisted with "fixed" costs, such as debt service, in order to help provide more stable rates during drought or very wet seasons. Mr. Komiske said Norman does not have a formula showing how much of the base rate is used for debt and how much is used for customer service, billing, personnel, etc.

Councilmember Miller asked if the increases would also apply to commercial customers and Mr. Komiske said yes; however, residential is the main focus since 75% of Norman's revenue is derived from residential customers. He said each option includes an approximate 40% sewer increase; however, customers will see a 20% increase to their overall bill (sewer and water). Mr. Komiske said the increase will generate approximately \$2.1 million, which is 75% of the \$2.8 million needed to pay the annual payment.

Mr. Komiske highlighted the fund summary for the Water Reclamation Fund through FYE 2018 eliminating the Class A Sludge and Non-Potable Effluent Reuse Line Projects. Mayor Rosenthal asked if Staff ran the same three scenarios using the fund balance in the Wastewater Excise Sales Tax and the reserves in the Sewer Sales Tax (sales tax) to pay down the amount the City would borrow and Mr. Komiske said no, but Staff could provide that information.

Council discussed the other scenarios altering the base rate and commodity rate. The following options were calculated:

Option 1	Option 2	Option 3
80% winter use	100% winter use	100% winter use
\$3.90 base	\$3.90 base	\$5.00 base
\$2.75/1,000 gallons	\$2.25/1,000 gallons	\$2.75/1,000 gallons
Total bill: \$24.80	Total bill: \$25.15	Total bill: \$28.65

Option 1

Utilizing the Sewer Sales Tax Reserve to reduce the amount the City bonds and would allow the commodity rate to be reduced from \$3.00/1,000 gallons to \$2.75/1,000 gallons and decreases the total monthly bill from \$26.20 to \$24.80.

Option 2

Utilizing the Sewer Sales Tax Reserve to reduce the amount the City bonds and would allow the commodity rate to be reduced from \$2.40/1,000 gallons to \$2.25/1,000 gallons and decreases the total monthly bill from \$26.20 to \$25.15.

Option 3

Changing the percentage used to calculate the commodity rate from 80% to 100% increases the total monthly bill from \$25.90 to \$28.65.

Ms. Joy Hampton, The Norman Transcript, asked if the total bill figures are for the total utility bill and Mr. Komiske said no, the total bill figures are only for the sewer portion of the utility bill and do not include water or solid waste.

Councilmember Jungman felt the City needed to cover costs while giving citizens some control of their bill by increasing the commodity rate. Councilmember Castleberry said rates have not been raised since 1996 and felt the City needed to have a little cushion to assist with future/rising costs. He said the current Charter does not allow the City the flexibility to change rates without voter approval; therefore, it could possibly be another 15 plus years before another increase is approved and implemented. Mr. Komiske said Councilmember Castleberry makes a very good point and felt the City should not get into the position where facilities begin to suffer because of funding/financial issues. He said issues can then develop into costly repairs and/or expensive improvements which require a more substantial amount of money and rate increases to bring and/or keep facilities in compliance. Councilmember Jungman agreed it is nice to have a healthy fund balance, but felt the City should only request a rate increase for what is needed at this time in order to pay for improvements to the south plant. Councilmember Griffith felt the City should raise the commodity percentage to 100% as well as increase the base rate so the City can make repairs and improvements before they become expensive issues.

Mayor Rosenthal felt the focus needed to be on what increase option should be taken to a citizen vote so improvements can be made at the south plant and asked for Council input. She also requested Council's input regarding the elimination of the Class A Sludge and Non-Potable Effluent Reuse Line (reuse line) Projects.

Mayor Rosenthal felt the reuse line is a desirable project, but Councilmember Jungman raised a very good point and agreed the City needed to justify the bottom line target needed for the south plant improvements. She said each line item will need to tie into the use and merits.

Councilmember Miller asked how long the rate increase will sustain the City and Mr. Komiske said until 2019. Councilmember Castleberry suggested installing an interactive piece so citizens can calculate their own utility bill. Mr. Steve Lewis, City Manager, cautioned Council that the City did not want to send the wrong message where citizens think they will have a 35%-40% increase on their *total* utility bill as opposed to the wastewater/sewer portion of the utility bill. Councilmember Jungman suggested explaining to citizens that the proposed rate increase will increase their utility bill approximately \$7.00 to \$10.00 per month and Council agreed that would be better.

Councilmember Jungman asked how much the improvements to the south plant will cost and Mr. Komiske said it is estimated to cost \$63 million. Mr. Lewis said the estimated cost of the project is based on the engineer's estimate 4-40day's

economy; however, DEQ approval is still needed so the estimate could change depending upon what DEQ actually approves, as well as any change(s) in the economy. He said the City cannot depend on OWRB SRF loans to fund the entire \$63 million and the City needs to be ready to request additional funding. Mr. Lewis said a concern is whether or not a vote should be taken to the citizens when 100% of the project is "ready to go," i.e., engineering done, DEQ approval received, etc., or when only 90% of the project has been completed, which provides an estimated cost and interest rate. He said the timing of getting this issue in front of the voters is key.

Ms. Cindy Rogers, 633 Reed Avenue, asked Council to consider increasing the excise tax too and Councilmember Jungman felt that was a fair point. Councilmember Jungman said the community rate should probably increase; however, on the other hand if the City does not request an increase on the sewer excise tax (one-time fee for new construction) he felt citizens might feel as though that is a little unfair.

Mayor Rosenthal requested Staff provide history regarding the establishment of the sewer excise tax and Mr. Anthony Francisco, Finance Director, said the Citizens Coalition for the Future Wastewater submitted a report to Council on April 9, 2001, outlining the imposition of a Wastewater System Expansion Excise Tax on new development to be served by the City's wastewater system; providing that the use of proceeds generated from the excise tax be used for future wastewater system expansion, as well as paying debt service on obligations issued to finance future improvements and expansion of the City's wastewater system. He said Ordinance No. O-0001-58 was confirmed by voter approval on June 12, 2001, which amended Chapter 8, of the City Code by adding Sec. 8-617 providing for the City to serve the common obligated customers that were already in place in 2000, as well obligated customers who had approved plats but did not have their home built yet. Mr. Francisco said it can be argued whether or not the 60/40 cost sharing solution is correct but it was based on good science in 2000; therefore, at this current rate the excise tax is paying and has been paying its fair share since the year 2000.

Mayor Rosenthal said she previously discussed researching and completing a thorough study of what it would cost to add new capacity going forward with the City Manager. She said she also requested a comparison of Norman's excise tax rate to communities in the metro area which determined that Norman's rate is approximately two times higher. Mr. Lewis said the setting of excise tax fees is a very complicated process and felt an evaluation process by an appropriate sub-committee could take a minimum of six months. He said research showed that communities complete the process very differently, i.e., the meter size, number of bathrooms in a home, and/or number of plumbing fixtures in a home, etc., and generally not only sewer rates, but water rates as well, are researched at the same time. Mr. Lewis said the total sewer fees for an average single family house having 1,800 square feet in Norman is approximately \$2,325.

Councilmember Castleberry felt capacity is not only increased by new users/customers and felt current users/customers can also add to Norman's sewer and water capacity, i.e., building additions to homes, having children, etc. Mayor Rosenthal felt under the scenario that was developed in 2001, growth is paying its way and share any new costs for the expansion to Norman's wastewater system. She felt considering an increase to the sewer sales excise tax at this time would not be a thoughtful process.

Mayor Rosenthal said she felt Option 1 would be the best choice and Councilmember Jungman agreed. She also felt it would be fiscally imprudent to sit on \$5.7 million that could be put to use to serve customers and improve the City's system. She suggested the \$5.7 million in the Sewer Sales Tax Fund be used to pay down the note, or at the very least, acknowledge if there are any overages to the \$63 million Water Reclamation Plant Construction Project, the \$5.7 million in reserve will be used first. Mr. Francisco said the sales tax reserve could not be used to pay off the bond(s) early; however, the reserve could be used for improvements at the Water Reclamation Plant.

Councilmember Holman felt increasing the commodity rate and not increasing the base rate would be the best option, but he is concerned there may not be enough money. Councilmember Castleberry asked the rationale behind the 80% calculation for the commodity rate. Councilmember Jungman felt Council will need to satisfy the voters as to what they expect and/or want. Councilmember Jungman said customers would be in more control of their bill if only the commodity rate is increased and the winter use rate is left at 80%.

Councilmember Griffith liked Option 2 and felt the City should begin using the standard of 100% winter use for the commodity rate calculation. Councilmember Jungman felt Council needed to see the three options utilizing the sales tax reserve before deciding which option to bring forward.

Mayor Rosenthal recapped the discussion stating most has been focused on Option 1 and Option 2. She said the difference between Option 1 and Option 2, if applying the sewer sales tax, is the commodity rate and monthly fee. Option 1 would drop the commodity rate to \$2.75/1,000 gallons making the monthly fee \$24.80 and Option 2 would drop the commodity rate to \$2.25/1,000 gallons making the monthly fee \$25.15.

Councilmember Castleberry preferred Option 1 and likes the concept of incentivizing citizens to use less water; however, he felt the winter usage should be 100% instead of 80%. He said he would like to see scenarios calculated for commercial customers as well as what the City's cost is to treat wastewater and Mr. Komiske said Staff will provide that information to Council. Mayor Rosenthal said the City's costs should be factored when looking at proposed rate increases to determine whether the improvements as well as the costs are covered; however, at this point Council's focus is trying to determine how to finance the Water Reclamation Improvement Project. She said it could be a big rate increase, but felt it did not make sense to wait or complicate the issue. Councilmember Castleberry agreed that Council should move forward, but felt the information would be beneficial. He said knowing the average customer's usage would also help determine which option would be best and the City could let customers know the approximate dollar amount increase they can expect. Mr. Komiske said 85% of the customers will see a \$7.00 increase, or less, on their monthly utility bill. Staff said a customer using 3,500 gallons would have a \$4.90 increase on their monthly bill.

Councilmember Castleberry felt public input on the proposed options would be a good idea. Staff said this issue can be tentatively scheduled for a pre-conference on August 13, 2013, and the First Reading ordinance calling for the election would be scheduled as an agenda item for Council's consideration on August 27, 2013. Mayor Rosenthal asked Council's input regarding scheduling a public meeting on August 12, 2013, and Councilmember Castleberry felt a public meeting would be a good idea. Mayor Rosenthal requested Staff prepare language for Option 1 and Option 2 with and without utilizing sewer sales tax reserves for the Public Meeting. She felt citizens should be encouraged to bring their monthly utility bill reflecting the usage and stations could be set up to show citizens the amount of increase to expect using Option 1 and Option 2. Staff asked if the presentation should include the Class A Sludge and Non-Potable Effluent Reuse Line Projects and Mayor Rosenthal said not at this time.

Items submitted for the record

1. PowerPoint presentation entitled, "Water Reclamation Fund," dated July, 2013
2. Water Reclamation – Fund 32 Audited FYE 12 Figures

The meeting adjourned at 7:25 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL SPECIAL SESSION MINUTES

July 16, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session at 5:05 p.m. in the Municipal Building Conference Room on the 16th day of July, 2013, 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 Castleberry, Heiple, Holman, Miller, Williams, Mayor Rosenthal
ABSENT:	Councilmember Jungman
TARDY:	Councilmembers Griffith and Kovach

Item 1, being:

DISCUSSION REGARDING REFINANCING THE 2009 SERIES NOTE FOR THE TAX INCREMENT FINANCE DISTRICT FOR UNIVERSITY NORTH PARK.

Mr. Anthony Francisco, Director of Finance, said in 2009, City Council, acting as trustees of the Norman Tax Increment Finance Authority (NTIFA), authorized the issuance of debt in the amount of \$14,560,000 for certain University North Park (UNP) public projects. The loan was structured as a draw note and the NTIFA could withdraw funds as needed and avoid paying interest on the full debt authorization before those funds were needed. He said the lender, the University of Oklahoma (OU) Foundation, had to approve any funds that were drawn before they could be spent along with any available Tax Increment Finance (TIF) District funds that were to be spent. He said this is one of the major reasons Staff is suggesting the notes be refinanced. He said an open market refinancing would allow the NTIFA more flexibility to do the projects they choose.

Mr. Francisco said the interest rate on the original note was financed on a floating rate based on the one year Treasury Rate plus 1.25%. He said beginning September 1, 2013, the rate will be based on the one year Treasury Rate plus 2%; in September 2014 it will be 3%, and in September 2015, it will be 4%. He said there is a minimum interest rate of 3.75% and to date, the interest rate has not exceeded the floor of 3.75%. He said interest rates have been increasing and if a loan with a low interest rate is not locked in now, there is a chance of going above the minimum interest rate.

Mr. Francisco said four draws have been taken from the note for the Rock Creek Overpass Project, the 24th Avenue N.W./Rock Creek Intersection Project, the Legacy Park/24th Avenue N.W. Intersection Project, and the Legacy Park Design and Construction Project. He said projects have also been completed on a pay-as-you-go basis such as repaying the developer for the intersection of 24th Avenue N.W. and Robinson Avenue. He said total draws have been \$14,560,000 and the City has met principle payment obligations of \$400,000 on September 1, 2011, and \$425,000 on September 1, 2012. If refunding is not done, another principle payment will be due on September 1, 2013.

Mr. Francisco said Staff made some assumptions based on the analysis of potential refunding for Council's consideration. He said the existing note will be paid off on the principle repayment of September 1, 2013, in the amount of \$13,735,000. He said NTIFA has made monthly deposits into an interest account and a principle account so those funds are available to meet the repayment of the outstanding principle and the net payoff would be an estimated \$13,545,000. He said as part of Development Agreement No. 5, the OU Foundation reduced the required reserve level from \$1.5 million to \$1 million; however, potential lenders may require a \$1.5 million reserve level so Staff has built that into the proposed financing assumption. He said cost of issuance suggests rounding off figures to make a total proposed issuance of \$14,385,000.

Mr. Francisco said other common assumptions to NTIFA refunding notes include taxable interest income to investors; a prepayment option; coverage estimates (the amount of money on hand divided by the amount of money that has to be paid to meet debt service) based on current sales tax and property tax apportionment revenues; repaying principle upfront at a lower rate (back-loading principle); and having available cash on hand in the TIF fund and on deposit with the Trustee available for TIF Projects or to prepay debt.

Mr. Francisco said investors usually want a minimum coverage ratio of at least 1.25 times and the City's assumption has a minimum coverage of at least 1.70 times on a 10-year maturity issue; 1.76 times on a 12-year maturity issue, and 1.93 times on a 15-year maturity issue. He said maximum coverage would be 2.77 times on a 10-year maturity issue, 2.97 times on a 12-year maturity issue, and 3.44 times on a 15-year maturity issue. He said given those assumptions, the City would pay out \$3,600,184 in interest on a 10-year maturity, \$4,602,197 in interest on a 12-year maturity, and \$6,094,071 in interest on a 15-year maturity. He said average annual "excess" cash would be \$977,902 for 10-year maturity, \$1,167,633 for 12-year maturity, and \$1,358,795 for 15-year maturity and total "excess" cash would be \$9,772,144 for 10-year maturity, \$14,011,598 for 12-year maturity, and \$20,381,922 for 15-year maturity.

Mr. Francisco highlighted tentative future funding needs for proposed TIF projects, anticipated costs, and cash flows in 2014 through 2021.

Item 1, continued:

Councilmembers Griffith and Kovach arrived at 5:30 p.m.

Mr. Francisco asked for input from the NTIFA regarding the proposed financing. Councilmember Castleberry said the 15-year maturity has an estimated \$20,381,922 in "excess" cash and asked if the NTIFA chose a 10-year maturity and at year 15 could they take the 10-year estimated "excess" cash of \$977,902 times five years and add that to the \$20,381,922 estimated 15-year "excess" cash and Mr. Francisco said yes, by that analysis they could do that. Mr. Francisco said if that comparison was made on a 10-year maturity to a 15-year maturity it would add approximately \$7.2 million to the 10-year maturity and if you made that comparison on a 10-year maturity to a 12-year maturity it would add approximately \$2 million. Councilmember Castleberry said if the NTIFA wanted to maximize cash 15 years from now then a 10-year maturity would do that and Mr. Francisco said yes but only to the extent that the debt has been paid off.

Mayor Rosenthal asked about available cash on hand and Mr. Francisco said it would depend on the actual cost of the projects, but if all of the projects cost exactly what is projected, there would be around \$2.1 to \$2.2 million in available cash. Councilmember Castleberry asked if any of the cash reserves will be used for financing and Mr. Rick Smith, Municipal Finance Services, said there is \$1,050,000 currently in reserves on the existing note so that would be transferred to the new note, but the City would need an additional \$500,000 to increase reserves to \$1.5 million, which he believes would be required by lenders. He said the \$500,000 would be financed. Councilmember Castleberry asked what the savings would be on refinancing and Mr. Smith said it would depend on interest rates, but there will be no dollar savings until after the year 2015; however, refinancing will give the NTIFA flexibility on projects. Mayor Rosenthal said the loan from the OU Foundation was structured to increase interest rates yearly because the Foundation did not want to be a long term lender. She said the biggest reason to refinance is to give the NTIFA flexibility to make decisions on projects without getting permission from the OU Foundation. Mr. Smith said another advantage is a fixed interest rate versus the annual increase of the OU Foundation note.

Mr. Smith said there will be an increase in the pool of potential bidders with a shorter maturity term. He said when you go beyond ten years some of those bidders fall out because they will not want to commit to a fixed rate for more than 10 years.

Councilmember Castleberry said the assumption is there will be no growth in sales tax or property tax over the next ten years and that is as conservative as you can get. Councilmember Kovach said he is all for a shorter term and Mayor Rosenthal agreed. Councilmember Heiple said he prefers the 15-year term although he understands wanting to save on interest. Mr. Smith said the City can request bids for both 10 and 15 years, but felt there would only be one or two serious bidders for a 15-year fixed rate note while there may be a dozen bidders for a 10-year note.

Mr. Steve Lewis, City Manager, said \$2.5 million for a Lifestyle Center is in tentative future funding needs, but the project plan allows for more than that and Mr. Jeff Bryant, City Attorney, said the project plan consists of \$8.75 million. Mr. Bryant said a Cultural Center is projected to cost \$7.75 million, but that is not listed in future funding needs and there is approximately \$13 million in other projects not listed. Mr. Bryant said a 15-year term would allow the City to pay off the debt and have enough "excess" cash to finish the remaining components of the project plan. Councilmember Castleberry felt a 10-year note would finance all the projects and leave enough cash built up to allow pay-as-you-go on other projects. Mayor Rosenthal said there is interest from the public for a Cultural Facility and Mr. Francisco said the affordability of doing the proposed projects in the project plan becomes very questionable when you add a \$7 million project and Council needs to understand there would need to be some trade-offs.

Mr. Harold Haralson, Chair of the TIF Oversight Committee, felt the TIF Oversight Committee would support the 10-year note term.

Councilmember Kovach said if Council is seriously concerned about the General Fund Budget, then the sooner the debt is paid off the sooner the revenues go into the General Fund. He said the City still has hiring freezes and possible service cuts in the budget so if this keeps being pushed back the City will never see the full benefit of the TIF in the General Fund Budget. Councilmembers Griffith and Williams agreed the quicker the debt is paid off the better.

Mayor Rosenthal said there seems to be a consensus to move forward with a 10-year note. She said financial proposals will be circulated with bids received by July 31st. She said Council will award the bid at the first meeting of August and financing will be finished by the end of August. Mr. Smith said the proposed financing schedule shows bids being received by the Financial Advisor and Finance Department two weeks before the first Council meeting in August; however, banks will not want to wait two weeks for action to be taken by Council. He said bids will probably come in the Thursday before the first Council meeting in August and Council will at least be aware of what the bids are prior to the meeting.

Councilmember Castleberry asked if all the revenues will be pledged and Mr. Smith said 50% of sales tax and ad valorem tax that comes to the TIF will be pledged. Mr. Francisco said you have to pledge the revenue that is coming in, but all you have to pay is debt service. Councilmember Castleberry asked if the City would still have

Item 1, continued:

the flexibility to approve small projects within the TIF and Mr. Francisco said yes, that is the reason for refinancing, allowing Council to make those decisions instead of having to go through the OU Foundation for approval.

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Item 2, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION TO DISCUSS THE FOLLOWING:

AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 §307(B)(4) TO DISCUSS POSSIBLE AND PENDING LITIGATION IN THE FOLLOWING CASES:

CAROL K. ROONEY VS. CITY OF NORMAN AND COXCOM, L.L.C., CLEVELAND COUNTY DISTRICT COURT CASE NO. CJ-029011-1950 TS.

HODGE VS. KEENE, WESTERN DISTRICT OF OKLAHOMA, CIV-2010-1283D; TENTH CIRCUIT CASE NO. 2013-6047.

AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 §307(B)(4) TO DISCUSS POSSIBLE LITIGATION AND TO DISCUSS THE ACQUISITION OF REAL PROPERTY AS AUTHORIZED BY TITLE 25 §307(B)(3) OF RIGHT-OF-WAY IN CONNECTION WITH THE CEDAR LANE WIDENING PROJECT BETWEEN 12TH AVENUE S.E. AND ONE-EIGHTH MILE EAST OF 24TH AVENUE S.E.:

CITY OF NORMAN VS. TIETSORT REVOCABLE TRUST (CJ-2013-775)

CITY OF NORMAN VS. III MOORE, LTD. (CJ-2013-776)

CITY OF NORMAN VS. CHRISTOPHER ARMSTRONG (CJ-2013-777)

CITY OF NORMAN VS. JAMES AND DOROTHY ARMSTRONG (CJ-2013-778)

CITY OF NORMAN VS. WILEY AND BARBARA MADOLE (CJ-2013-779)

Councilmember Kovach moved that the Special Session be adjourned out of and an Executive Session be convened in order to discuss potential and pending litigation in the cases as stated above and to discuss the acquisition of real property of right-of-way in connection with the Cedar Lane Widening Project between 12th Avenue S.E. and one-eighth mile east of 24th Avenue S.E., which motion was duly seconded by Councilmember Griffith; and the question being upon adjourning out of the Special Session and convening an Executive Session, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal
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NAYES:	None
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The Mayor declared the motion carried and the Special Session adjourned out of; and an Executive Session was convened in order to discuss potential and pending litigation in the cases as stated above and to discuss the acquisition of real property of right-of-way in connection with the Cedar Lane Widening Project between 12th Avenue S.E. and one-eighth mile east of 24th Avenue S.E.

The City Council adjourned into Executive Session at 5:50 p.m. Mr. Steve Lewis, City Manager; Mr. Jeff Bryant, City Attorney; and Ms. Kathryn Walker, Assistant City Attorney, were in attendance at the Executive Session.

Mr. Shawn O'Leary, Director of Public Works, was in attendance at the Executive Session beginning at 6:15 p.m.

Mayor Rosenthal acknowledged return to Open Session.

Item 2, continued:

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

YEAS:	Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal
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NAYES:	None
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The Mayor declared the motion carried and the Special Session was reconvened at 6:32 p.m.

The Mayor said potential and pending litigation in the cases as stated above and potential and pending litigation in the cases as stated above and the acquisition of real property of right-of-way in connection with the Cedar Lane Widening Project between 12th Avenue S.E. and one-eighth mile east of 24th Avenue S.E., were discussed in Executive Session. No action was taken and no votes were cast.

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ADJOURNMENT

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

YEAS:	Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal
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NAYES:	None
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The Mayor declared the motion carried and the meeting was adjourned at 6:33 p.m.

ATTEST:

City Clerk

Mayor

Strategic Water Supply Plan Public Meeting #4
Minutes
July 16, 2013
6:30 p.m.

The City Council of the City of Norman, Cleveland County, State of Oklahoma, attended the Strategic Water Supply Plan Public Meeting #4 at 6:30 p.m. at the Norman Municipal Building on the 16th day of July, 2013, and notice of the public meeting was posted at the Municipal Building at 201 West Gray 48 hours prior to the event. 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.

Attendance

- Strategic Water Supply Plan Project Team: John Rehring and Amber Wooten
- Councilmembers: Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal
- Staff: Ken Komiske, Mark Daniels, Chris Mattingly, Charlie Thomas, Scott Aynes, Gay Webb

Status and Progress Update

Mayor Rosenthal welcomed the citizens in attendance and television audience to the fourth and final scheduled public meeting of the Strategic Water Supply Plan (SWSP). This process is to plan for our intermediate and long term water supply future. The Mayor acknowledged and thanked the Ad Hoc Committee for their work and input over the last year during this process. The Mayor stated additional public meetings will be held as we move forward and refine these options. She encouraged citizens to let Council know their preferences, concerns and questions about the three water supply plan options that Council will be considering. Mayor Rosenthal introduced John Rehring with Carollo Engineers to lead the presentation.

Mr. Rehring thanked those in attendance and gave a brief overview of the SWSP process which began over a year ago. Seven Ad Hoc Committee meetings have been held and this is the fourth and final scheduled public meeting in the process. He stated the goal of this process has been to select the best two or three water supply portfolios and tonight we will discuss the three recommended options.

Mr. Rehring explained the process began by looking at existing supply sources, new local sources and new regional sources. Screening criteria was applied to the supply sources to determine which were more viable for Norman. The criteria used included: supply availability, reliability, certainty and timeliness, and cost-effectiveness. A short-list of supply options was then developed from the most viable and cost-effective options, which became “building blocks” for the water supply portfolios. A portfolio is a combination of different sources that together can meet our long term average water needs of approximately 29 million gallons per day (mgd) through 2060.

Recommended Portfolios

Fourteen supply portfolios were reviewed, taking into consideration capital costs, operational cost and the non-economic attributes outlined by the Ad Hoc Committee and Council. Of the fourteen reviewed, the final three portfolios that best meet our objectives include:

- Portfolio 1 – Maximizes local supplies
Lake Thunderbird firm yield (6 mgd)
Existing wells (8 mgd)
Additional conservation and non-potable reuse (2 mgd)
Lake Thunderbird Augmentation (13 mgd)
Capital Cost – \$250 Million
Operations and Maintenance – \$21 Million per year

- Portfolio 13 – Regional raw water (co-owner with Oklahoma City)
Lake Thunderbird firm yield (6 mgd)
Existing wells (8 mgd)
Additional conservation and non-potable reuse (2 mgd)
Regional supplies via Oklahoma City (13 mgd)
Capital Cost - \$340 Million
Operations and Maintenance - \$23 Million per year

- Portfolio 14 – New wells and Lake Thunderbird Augmentation
Lake Thunderbird firm yield (6 mgd)
Existing wells (8 mgd)
New groundwater wells (2 mgd)
Additional conservation and non-potable reuse (2 mgd)
Lake Thunderbird Augmentation (11 mgd)
Capital Cost - \$270 Million
Operations and Maintenance - \$22 Million per year

Implementation Planning

Mr. Rehring discussed the implementation possibilities of each of the recommended portfolios to include: phasing, how capacity could be added over time and financing increments. Mr. Rehring concluded the presentation with a summary of key attributes of the three recommended portfolios and asked for questions from the audience.

Feedback and discussion

Mr. Rehring answered the following questions:

- On slide titled Use Already Exceeds Local Supply, what causes the drop in yellow dashed line (annual average supply)?

It is based on anticipated drop in allocation from Lake Thunderbird. The allocation is currently based on the reservoir's conjunctive yield (firm yield of the watershed plus groundwater wells), but we anticipate that the allocation will be reduced to the firm yield of the reservoir only. Right now, the yield of the wells is double-counted in our permits.

- What does "Lake Thunderbird Augmentation" mean? Please distinguish whether this is augmentation with water from Oklahoma City, reclaimed wastewater, etc.

For the SWSP project, Lake Thunderbird Augmentation means using reclaimed, highly treated, wastewater effluent to increase the yield of Lake Thunderbird. We would then pump the additional water from Lake Thunderbird as a source of potable supply. In the SWSP project, raw water from Oklahoma City would not be stored in Lake Thunderbird.

- Why was there such a push from local agencies to get authorization from the Federal government to get permission to store raw water from Oklahoma City in Lake Thunderbird?

The Lake was authorized for construction and storage of water originating in the Lake Thunderbird tributary area (i.e., its watershed). In light of Norman's forecasted increases in demand and existing limitations on Thunderbird's yield, Central Oklahoma Master Conservancy District (COMCD) sought approval for augmenting the lake's supplies, including releases from Oklahoma City supplies to Lake Thunderbird or from other future sources. Changing the allowable uses of Lake Thunderbird required an act of Congress.

- Why is there an initial steep jump in the demand projection, then a flat period, followed by a demand growth period? Are you saying that low flow fixtures are being replaced as they age (retrofit)? What is the source of population projections used in the SWSP?

This pattern is caused by how demand projections were estimated in previous studies and the change to the projection method made in the SWSP project. For the SWSP project, we are using the highest per capita demand from recent years (accounts for drought and Norman's existing conservation programs) plus a 10 percent contingency (to account for potential new industries and other planning uncertainties). The flat portion of the projection is result of passive conservation measures (retrofits of older higher-flow fixtures, driven by plumbing code requirements). The passive conservation savings were derived from the Oklahoma Comprehensive Water Plan. They represent a gradual replacement of old, high water use fixtures, but the retrofits and water savings are expected to be in place by around 2030. The population projections are based on the Norman 2025 Plan.

The population is not projected to grow at a steady percentage each year, but generally, population is projected to grow by about 1,500 people each year.

- We have heard the Garber-Wellington aquifer may be losing water (withdrawal rate is higher than recharge rate). We are looking at 50-year planning period and should think beyond that too. What is the possibility of this supply not being available in the future?

There are two aspects to consider when using groundwater as a supply source: quantity and quality. We have discussed some groundwater quality implications. Currently, the State of Oklahoma is studying the quantity of water that can be withdrawn (measured in acre-feet per year per acre of land dedicated) from the Garber-Wellington. (Norman currently uses groundwater under a permit with a temporary withdrawal rate.) Based on preliminary information, there will be a reduction in the permitted withdrawal rate. However, there is sufficient land available that Norman can choose to dedicate to groundwater wells (i.e., permit availability will not limit supply). However, just because you have a permit does not mean that you have water physically available to withdraw. Norman will need to continue to manage wells (well spacing, annual operation, etc.) to make sure that we do not see big reductions in well production.

- Understand Lake Thunderbird has a silting problem. How long will it be available?

Lake Thunderbird's permitted yield already accounts for 100 years of assumed siltation. We are about half way through this period now. Analysis shows that siltation is on track with Bureau of Reclamation projections. The reliable yield assumes that 100 years of siltation has already occurred. Beyond about 2060 (when the 100 year period ends), siltation may cut back on available supply in drought years. There will be some tough decisions as this date approaches (dredging, raising lake, decreasing yield, etc.), but currently, no action is required to maintain the firm yield at Lake Thunderbird.

- If we do not tap into southeast Oklahoma water, is Texas likely to get it?

The U.S. Supreme Court recently ruled in Oklahoma's favor in the north Texas agencies' litigation. This essentially gave Oklahoma the ability to control its own water supplies within the framework of the Red River interstate compact.

- Some of us are very concerned about conservation. The amount of conservation savings shown seems very small.

Conservation is critically important in Norman (we saw this in feedback from Ad Hoc Committee members and during public meetings). The conservation savings build on Norman's current conservation programs. In communities with no

significant conservation, studies show that around a 10% reduction can often be achieved. However, in communities like Norman who have been proactive in implementing conservation, you would not expect to get this much of a reduction in demand. The 1 mgd presented here represents a 3% reduction in 2060 demand (in addition to what is already being done). If conservation takes hold more quickly, there is flexibility in plan to delay implementation of other supply sources. Norman is also planning an update to its Conservation Plan, which might drive further conservation efforts and programs.

- I am very concerned about maintaining local control. I did not see any reference to agreement made with Del City.

The agreement with Del City is not a firm or permanent supply, but when it is available, it can be used.

- What do you mean when you refer to augmenting Lake Thunderbird? Is it possible to work with the Corps of Engineers to allow the lake level to rise and allow us to capture more water?

See previous response regarding Lake Thunderbird augmentation. Around the country, some reservoir owners are conducting updated flood studies that may allow reallocation of water from the flood pool to the conservation pool where it could be used municipal purposes. Right now, we do not have authorization to store water in the flood pool. Updating the flood study would be expensive and complicated.

- Is anything in process now regarding an updated flood study?

Not to my knowledge.

- The conservation projections seem low. I think that there is a lot more that can be done. I like Portfolio 14 because you can phase it in as you need it. For the pipeline from Lake Thunderbird to existing WTP, would it be designed for maximum flow (you would not want to phase this)?

There is a current project that expands transmission capacity from Lake Thunderbird to the WTP to 17 mgd.

- What about the new pipeline from Lake Thunderbird to existing WTP under Lake Thunderbird augmentation?

Yes, it would likely be constructed in a single phase, but because it is a shorter distance, it is not as costly to construct this all at once (relative to the 100-mile Atoka pipeline parallel).

- Supply slides through 2060 show a steady use of Lake Thunderbird yield, but you said that yield factored in 100 years of siltation. Why doesn't the use change over time as siltation occurs?

When Bureau of Reclamation did its yield study, it assumed that 2060 siltation has already occurred. Norman's allocation of yield assumes that full 2060 siltation has occurred even though it is only part way there. The supply use was held constant at Norman's portion of the firm yield from Thunderbird.

- How do you augment the lake when silt is filling up the lake already?

It is not a question of filling up the lake when it is full but of adding water to the lake when the water level is low (it is the "bottoming out" of the lake's conservation pool water level that dictates firm yield).

- We are using "reclaimed" water to mean highly treated wastewater. What makes it safe is that we are mixing it with lake water. However, there is less and less water in the lake.

The relative proportion of effluent in the lake remains small, and we have included processes to make discharges to the lake be very high quality.

- Oklahoma Department of Environmental Quality (ODEQ) has shown no hint of approving augmentation. How can we count on this source?

I wouldn't characterize it as "no hint" of approval. The City is in discussions with ODEQ along with other cities who are interested in augmenting sensitive water supplies. We are already doing something similar with users downstream of S. Canadian who use water from the river as a source of potable supply. It is common practice in other states and there is regulatory precedence in the United States. There are on-going discussions about this with ODEQ. Conservation and reuse are part of the Oklahoma Comprehensive Water Plan (OCWP). The Legislature adopted a resolution to use the same amount of fresh water in 2060 as was used in 2012. The only way this happens is if conservation/reuse is implemented. ODEQ has not come out with indirect potable reuse plans (IPR), but we are working with them to do so.

- If we put a lot of our eggs in one basket while waiting for ODEQ, do we risk losing the opportunity to form a regional partnership with Oklahoma City?

Oklahoma City has not set a date for regional partners to make a commitment to the project. Oklahoma City may ultimately add a third parallel pipeline in the future. If we decide to collaborate with them, it may change the date of that future pipeline. This is all something that will need to be negotiated with Oklahoma City.

- Would it not be possible for Norman to have more aggressive conservation plan?

Yes, it is possible and should be reflected in an updated conservation plan. For planning, we need to be conservative and prepare for potential worst-case conditions. We have a flexible plan that allows for delaying other projects if conservation is adopted more rapidly or widely than is assumed here. For planning purposes and looking at other communities, it seems that 1 mgd is a reasonable planning number.

- This is a 50-year plan, but nowhere in plan is addressed the issue between serving non-potable demands with potable water. Right now, we treat all water like drinking water even though there is a large percentage of water used that we do not drink. Is there a reason that we did not include ultimate separation of potable non-potable water?

Each recommended portfolio includes additional direct non-potable reuse (DNPR). It helps us cut back peak day demand (5 mgd of 55 mgd for 2060). However, DNPR systems are expensive to implement in developed areas. It is essentially a parallel pipe system going through urbanized areas. You often see them implemented in new developments near the source of supply (water reclamation facilities). The SWSP reframed the question to ask we have an effluent source, how do we use it efficiently? This is reflected in Lake Thunderbird augmentation (IPR) options. Communities are finding that a single pipe augmenting a supply source and a single diversion to existing treatment and distribution piping is much more cost effective than DNPR parallel systems. In recommended portfolios, you are seeing a combination of these efficient uses of resources.

- When we build new developments, we should keep this in mind – require division between potable/non-potable supplies.

We need to keep in mind the ability to get from source (WRF) to the new development. Should the city choose, the DNPR system proposed is expandable. It is a question of whether expanding purple pipe is better use of resource than other options (like IPR).

- Why can we not pump arsenic contaminated water into Lake Thunderbird where it can be diluted (alternative way to augment Lake Thunderbird)?

It is a question of what is the best way to use existing offline wells. We have shown here bringing these wells into a new centralized treatment facility. The United States Geological Survey (USGS) recently completed a study that looked at pumping arsenic wells into tributaries to mitigate arsenic on its way to Lake

Thunderbird. The study showed some promise but raised some concerns. The USGS is continuing to study this issue.

- When you talk non-potable water, are you talking gray water?

Gray water refers to water collected from showers, sinks, etc. and used at the household level – different from use of treated effluent from a water reclamation facility.

- We are building 1,000 houses in north Norman. If you put gray water from all of these houses, you have maybe 80,000 gallons of water you can save. I did not see this in any of options discussed. It seems that conservation is something that we can do with stricter rules. Why isn't this been included for new homes?

That absolutely could be used as part of updated conservation plan and Norman's future. Overall, it will not replace one of the larger projects that we need to do in the future.

- State bill 252, chapter 627 (water reuse regulations). I read it in great detail but it does not include drinking water. Did they pull out drinking water, did they not consider it, was it expunged in committee? Do you know why it wasn't included?

Potable reuse brings a lot of concerns that we need to take care of (concerns that are not there for non-potable reuse). They held category 1 in reserve with intention of developing indirect potable reuse guidance. There is quite a bit of interest at the state level and in communities driving ODEQ to develop indirect potable reuse regulations.

- Demand growth at 1,500 per year results in about a year 2050 growth of 65% whereas graphs show water use up to 90% growth.

Per capita use first was founded on the recent higher per capita use (reflects existing conservation savings, but also the need to meet dry year demands). It also includes a 10% reserve (ready for emergency or industry growth). Demand growth is function of population growth but is also impacted by what percentage of Norman's population is on city's water. In past we have shown high/low demand projections. Tonight we focused on the high demand projection (conservative sizing) that reflects 100% of residents are on city water service.

- Regarding chromium-6 and arsenic: we have already treated one well for arsenic. We can do that now. California has been treating for chromium-6 for years. Are you saying that it is 10 years down the road before we can do this here? Technology is improving (reverse osmosis, ultraviolet light) and it is capable of taking out pharmaceuticals, fecal, Cr6, etc., from water. We could treat wells now

and have more water now. All wells are not contaminated with chromium-6, was this a general statement?

Absolutely, we can treat individual wells for arsenic. However, it is debatable whether it is cost effective and operationally practical to treat wells individually. As technology develops, it becomes more cost effective to treat for arsenic, chromium-6, and other future potential regulated items. What we see is that the most effective and efficient way to address this is to bring wells together for treatment. Once centralized treatment and collection is in place, it makes sense to treat water from the currently inactive arsenic wells also. California does not have chromium-6 regulations, but the state is expected to issue them and is expected to issue them before the federal regulations. For the SWSP, we anticipated federal regulations in 2018. Depending on federal regulated level and using available data on Norman's wells, it is anticipated that a majority of wells will require chromium-6 treatment.

- Staying local is cheapest way. You sight 12% weighting ratio here for cost but I think that you have made an error in saying that cost is only 12% important. It seems more like 20%. Also, aren't bonds shown going to be about 25% higher than what is shown for paying bondsman?

Costs we assumed for bond issuance are included here. The 12% weighting is based on feedback from Ad Hoc committee members, City Council members, Mayor, and city staff that chose to participate in the paired comparison exercise. We have not seen statistics indicating such a high percentage of bond fees, and there are other funding avenues (e.g., state revolving fund low-interest loans).

- Is there a way to consider which portfolio offers us more flexibility? Won't technology continue to change?

Flexibility is factored into both phasing potential and timely implementation. Technology impacts treatment for any of these sources but technology changes are unlikely to change the availability of supply. There is uncertainty but our job is to sort through uncertainties, make best decision that we can, then continue to update the plan as we know more.

- It looks like there is excess capacity phased in early years (for Portfolio 13), is there a reason that it is not delayed to more closely match demands?

In Portfolio 13, we participate as co-owner with Oklahoma City and need to build the pipeline at one time. We build a significant portion of capacity up front. Beyond that, the increases occur in community interest areas of DNPR. This could be delayed, depending on community interests. Buying into Oklahoma City raw water infrastructure sets a course of where we get a big portion of supply long-term (but does not significantly affect treatment decisions).

- I think that we are overlooking what we are going to do with tribal issues. The tribe has not decided what to do about Lake Sardis. It could be 50 years before that is decided. I believe that OWRB bought Sardis from Federal. What did OKC pay for Sardis water rights? If it is all federal, why can we not just buy Lake Thunderbird? We need to make non-potable mandatory.

Acknowledged comments.

- From Oklahoma City to the Arkansas state line, the change in rainfall is equal to the change in rainfall between Arkansas to the east coast. If you want water, you go east.

You can see that when we looked at regional sources, we did not look to western Oklahoma.

- I assume Oklahoma City makes money off supplying water to others.

They are allowed to cover costs. There is some economy of scale in large regional projects.

- There is quite a bit of interest in conservation. I like that you are planning for supply reserve and are being conservative in demand projections. The way you pay for some of these projects are not necessarily bonds. Did the voters authorize OWRB an additional \$300M that they can use for loans?

Essentially, this authorization is for an expansion of their existing low cost loan program. It puts the State's resources as loan guarantees for borrowers. This translates to issuing more low interest loans. This is definitely a tool in our financial toolbox.

- What about groundwater recharge? Tucson has engineered wetlands that are marvelous. Their recharge does not include drilling new wells. They ripped ground about 5-feet where most of bacteria exist. They recharge using big ponds located on the ripped land. Arizona also has dual pipe system. Why can't something like this be implemented here?

Arizona has sandy soils that are more conducive to percolating water than the clay soils that we have here and actually limit percolation. Arizona also has regulatory precedent for recharging groundwater with treated effluent. Oklahoma does not. When it does come, we anticipate that the regulations will be more stringent than what will be required to augment surface water.

- What about using wetlands? We have Little River running quite a distance into Lake Thunderbird. For several years, I have been trying to talk about engineered

wetlands (There is available land near Franklin and 60th.) Has anyone been talking about using these?

The applicability would be adding engineered wetlands as part of IPR treatment process. Our industry has found that getting reliable, year-round treatment from wetlands in order to meet discharge permits is challenging. It is possible to get good treatment in summer and poor or no treatment in winter.

The meeting adjourned at 8:45 p.m.

Items submitted for the record:

1. PowerPoint presentation entitled, 2060 Strategic Water Supply Plan Public Meeting #4, July 16, 2013

ATTEST:

City Clerk

Mayor

CITY COUNCIL CONFERENCE MINUTES

July 23, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:15 p.m. in the Municipal Building Conference Room on the 23rd day of July, 2013, 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 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, and Williams

ABSENT: Councilmember Jungman and Mayor Rosenthal

Item 1, being:

DISCUSSION REGARDING CHANGE ORDER NO. ONE TO CONTRACT NO. K-1112-42 WITH SHELL CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT BY \$89,174.13 FOR A REVISED CONTRACT AMOUNT OF \$493,087.87 FOR THE 2010 ROAD RECONSTRUCTION BOND PROJECTS AND FINAL ACCEPTANCE OF THE PROJECT.

Mr. Greg Hall, Street Maintenance Superintendent, said City Council approved Contract No. K-1112-42 on October 11, 2011, with Shell Construction Company in the amount of \$582,262 for the first phase of total reconstruction projects included in the 2010 Street Maintenance Bond Program. Four neighborhood streets were included in the project that included Johnson Street, Himes Street, Mosier Street, and Hayes Street, all located south of Robinson Street east of Flood Avenue. He said the City and contractor mutually agreed to delete Hayes Street from the project due to delays on the Robinson Street Underpass Project and the anticipated disruption to the neighborhood. Hayes Street was rescheduled to take place in 2013 as part of another contract. He said the 2010 Road Reconstruction Bond Projects are complete and was inspected by Staff on November 18, 2012. Mr. Hall said Change Order No. One to Contract No. K-1112-42 decreasing the contract amount of \$89,174.13 reflects the deletion of Hayes Street as well the addition of minor unit price items on Himes Street and Johnson Street.

Items submitted for the record

1. Text File No. K-1112-42, Change Order No. One
2. Change Order No. One to Contract No. K-1112-42 with Detailed Cost Itemization

Item 2, being:

DISCUSSION REGARDING CHANGE ORDER NO. TWO TO CONTRACT NO. K-1112-107 WITH SUN CONSTRUCTION SERVICES, L.L.C., INCREASING THE CONTRACT BY \$2,186.40 FOR A REVISED CONTRACT AMOUNT OF \$244,133.40 FOR THE BUILDING "A" RENOVATION PROJECT, PHASE 1, AND FINAL ACCEPTANCE OF THE PROJECT.

Mr. Scott Sturtz, City Engineer, said Building A in the Municipal Complex was constructed in 1978 and currently houses 61 employees of the Planning and Community Development and Public Works Departments. Building A did not meet current accessibility standards of the Americans with Disabilities Act (ADA) and, in addition, customer service and public meetings were compromised due to a lack of adequate space and employees were crammed in small work spaces.

Mr. Sturtz said Building A renovations were scheduled in two phases to accommodate Capital Fund budget limitations without a disruption of customer service. City Council approved Contract No. K-1112-107 with Sun Construction Services, L.L.C., on March 27, 2012, in the amount of \$217,328. Change Order No. One to Contract No. K-1112-107 was approved by City Council on August 13, 2012, in the amount of \$24,619 and covered construction phasing alternatives to accelerate the completion date of the overall project. Change Order No. Two increasing the contract by \$2,186.40 addresses several requests from the contractor that included additional cabinetry and countertops; additional light fixtures and electrical outlets; an additional swing gate in the permit area; additional plumbing; modification of a closet door; and modifications of the restrooms. He said the Building "A" Renovation Project, Phase I, is now complete.

Item 2, continued:

Items submitted for the record

1. Text File No. K-1112-107, Change Order No. Two
2. Change Order No. Two to Contract No. K-1112-107

Item 3, being:

DISCUSSION REGARDING CHANGE ORDER NO. ONE TO CONTACT NO. K-1213-47 WITH SUN CONSTRUCTION SERVICES, L.L.C., INCREASING THE CONTRACT BY \$1,308.60 FOR A REVISED CONTRACT AMOUNT OF \$78,864.60 FOR THE BUILDING "A" RENOVATION PROJECT, PHASE 2, AND FINAL ACCEPTANCE OF THE PROJECT.

Mr. Sturtz said Building A renovations were done in two phases to accommodate Capital Fund budget limitations without a disruption of customer service. City Council approved Contract No. K-1112-47, which was Phase 2 of the project, with Sun Construction Services, L.L.C., on March 27, 2012, in the amount of \$63,420. He said there were two bid alternates that were separated from the base bid to insure the base bid was within the project budget. These alternatives included the replacement of four exterior steel doors and hardware at the four corners of the building at a cost of \$7,650 and the installation of four interior glass and aluminum doors at a cost of \$6,496. These doors provide security within the building and were recognized by the Police Department as an effective security measure for Staff and citizens.

Mr. Sturtz said Change Order No. One to Contract No. K-1112-47 in the amount of \$1,308.60 allowed for additional work including the painting of existing paneling in one office; electrical work; modification to exterior doors; additional millwork; removal of track lighting; installation of the northeast door; and installation of closet shelving. He said the Building "A" Renovation Project, Phase II, is now complete.

Items submitted for the record

1. Text File No. K-1213-47, Change Order No. One
2. Change Order No. One to Contract No. K-1213-47

Item 4, being:

DISCUSSION REGARDING CHANGE ORDER NO. ONE TO CONTRACT NO. K-1213-65 WITH CENTRAL CONTRACTING SERVICES, INC., DECREASING THE CONTRACT BY \$11,300 FOR A REVISED CONTRACT AMOUNT OF \$362,540 FOR THE APPLE CREEK WATER LINE PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

Mr. Jim Speck, Capital Projects Engineer, said the Apple Creek Water Line Project provided for the replacement of approximately 2,800 feet of ductile iron waterline with polyethylene vinyl chloride in the Apple Creek Apartment area of Prairie Creek Addition. City Council approved Contract No. K-0910-62 with Cardinal Engineering and Contract No. K-0910-55 with Lemke land Surveying for on-call engineering and drafting services on August 25, 2009. The waterline replacement design was performed by Staff with the assistance of Cardinal Engineering and Lemke Surveying. On May 26, 2013, City Council approved Contract No. K-1213-65 with Central Contracting Services, Inc., in the amount of \$373,840 for the construction of the waterline.

Mr. Speck said the project is now complete and Change Order No. One to Contract No. K-1213-65 decreasing the contract amount by \$11,300 allows for the adjustment of the bid quantities to final quantities installed.

Items submitted for the record

1. Text File No. K-1213-65, Change Order No. One
2. Change Order No. One to Contract No. K-1213-65

Item 5, being:

PRESENTATION BY MARK DERICHSWEILER FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY ON THE DRAFT TOTAL MAXIMUM DAILY LOAD STUDY FOR LAKE THUNDERBIRD.

Mr. Ken Komiske, Director of Utilities, introduced Ms. Shellie Chard-McClary, Director, Water Quality Division, and Mr. Mark Derichsweiler, Watershed Planning Section, Oklahoma Department of Environmental Quality (ODEQ). Mr. Derichsweiler gave a brief overview of ODEQ's proposed modification to incorporate Lake Thunderbird's nutrient, turbidity, and dissolved oxygen into the Oklahoma Water Quality Management Plan.

Mr. Derichsweiler said the Federal Clean Water Act (CWA) was adopted in 1972 and requires States to develop Water Quality Standards (WQS) which provide goals and pollution control targets for improving water quality where minimum standards are not met. The waterbodies where these minimum standards are not met are considered to be "impaired" and are listed on what is known as the 303d List because regulations fall under Section 303(d) of the CWA. The plan to improve water quality for impaired waterbodies is accomplished by establishing limits known as Total Daily Maximum Loads (TMDLs) for each pollutant exceeding standards. He said TMDL's set levels for pollutants that allow waterbodies to achieve their WQS for beneficial uses that include drinking, recreation, aesthetics, irrigation, fishing, and swimming. He said there is a two-step approach to achieving CWA goals that include technology based requirements for all pollutions discharged and additional water quality based controls to meet WQS. He said ODEQ takes samples from waterbodies and compares monitoring results to WQS to identify problem areas then compiles a list to be submitted to the Environmental Protection Agency (EPA) every two years. He said Lake Thunderbird has been on that list for the last few cycles. He said there are priority standards for problem areas on the list and Lake Thunderbird is a high priority.

Mr. Derichsweiler said problems found in Lake Thunderbird include high turbidity (clarity of water), low dissolved oxygen, and high chlorophyll-a. Elevated levels of chlorophyll-a means too much algae is growing in the lake creating a high concentration of nutrients, especially nitrogen and phosphorus. High levels of algae can cause surface scum, poor water clarity, and noxious odors and can affect the taste of drinking water as well as increasing the cost of treating the water.

Mr. Derichsweiler said the TMDL allocates pollutant loads to point sources known as waste load allocation (WLA) and nonpoint sources known as load allocation (LA). A point source is described as a discernible, confined, and discrete conveyance from which pollutants are or may be discharged to surface waters. He said point source discharges are single, identifiable, and localized that are usually, but not always, discharges from pipe and nonpoint sources are generally from agricultural runoff that cannot be identified as entering a waterbody at a single location. He said the National Pollutant Discharge Elimination System (NPDES) Program regulates point source discharges. He said Norman, Oklahoma City, and Moore's stormwater systems are regulated point sources so there is a margin of safety (MOS). He said DEQ regulates stormwater discharges from Municipal Separate Storm Sewer Systems (MS4s), industrial sites, and construction sites. He said polluted stormwater runoff is commonly transported through MS4s from which it is often discharged untreated into local creeks or rivers. He said to prevent harmful pollutants from being washed or dumped into an MS4 operators must obtain a NPDES permit and develop a Stormwater Management Program. He said there are a few unincorporated areas in Oklahoma that will not be regulated by a permit, but that is less than 2% of the total TMDLs.

Mr. Derichsweiler highlighted the project timeline and said a TMDL report was submitted to the EPA in November 2012, and a series of public meetings were held. He said ODEQ is now in the public comment period, which is scheduled to run through August 1, 2013. After the comment period closes ODEQ is required to go through the comments and prepare a response for each comment known as a responsiveness summary to be circulated to everyone who made comments and be posted on the ODEQ website. The revisions will be made to the draft report and submitted to the EPA for approval. The report has to be approved by the EPA before it takes affect.

Mr. Derichsweiler said it is not practical from a scientific or financial standpoint to take samples all the time to measure pollutant loadings on a watershed for a long period of time. He said models estimate pollutant loadings in-between measurements and give a continuous picture of loading. He said the EPA developed a model framework to establish the cause/effect linkage between pollutant loading from the watershed and water quality conditions in the lake. The water quality linkage analysis was performed using the Environmental Fluid Dynamics Code (EFDC) reservoir water quality model. The model was developed to simulate water quality condition in Lake Thunderbird for sediments, nutrients, organic matter, dissolved oxygen, and chlorophyll-a. The EFDC lake model was developed with water quality data collected at eight locations in the lake during a one year period from April 2008 through April 2009. Model results were calibrated to

Item 5, continued:

observations for water level, water temperature, nitrogen, phosphorus, dissolved oxygen, organic carbon, and algae (chlorophyll-a). The calibrated lake model was used to evaluate the water quality response to reductions in watershed loading of sediment and nutrients. The linked watershed and lake model framework were used to calculate average annual loads that, if achieved, should meet WQS within a reasonable time. The calibrated model results supported the development of TMDLs to achieve compliance with WQS for turbidity, chlorophyll-a, and dissolved oxygen.

Mr. Derichsweiler said a 35% reduction of all loadings of nitrogen, phosphorus and total suspended solids (TSS) from the Lake Thunderbird Watershed would be needed to meet WQS; however, the lake is meeting all criteria for organic matter or dissolved oxygen. He said algae began increasing due to a reduction in turbidity in the lake over a ten year period so it will take some time to meet the chlorophyll-a standard. He said turbidity is generally caused by soil erosion and sediment runoff and is a measure of cloudiness of water from suspended particles such as sediment, clay, silt, plankton, or microscopic organisms. Higher turbidity/TSS increases water temperatures because the suspended particles absorb more heat, which in turn reduces concentration of dissolved oxygen. Turbidity also reduces sunlight penetration to aquatic plants and if plants do not get enough sunlight then photosynthesis will occur reducing the level of dissolved oxygen. Turbidity/TSS can affect fish by clogging the gills they need to breathe, rotting their fins, and reducing their resistance to diseases. It can also add to the mechanical wear of water supply pumps and distribution systems thus increasing water treatment costs. He said projections indicate reduction standards will have been met in six years, but that does not mean Lake Thunderbird will be impairment free in six years.

Mr. Derichsweiler said waste load allocations (WLA) are assigned based on the percentage of existing loadings in 2009. He said no WLA's were assigned for Midwest City, Del City, Lexington or Noble because they are such a small part of the watershed. No reductions are required for unincorporated areas.

Mr. Derichsweiler highlighted recommendations from the report. He said the Central Oklahoma Master Conservancy District (COMCD) has been taking water from the bottom of the lake and adding liquid oxygen to increase oxygen levels known as hypo limnetic oxygen injection and this should be continued. Cities should also continue to re-vegetate the lake shoreline to help reduce sediment loadings and consider establishing treatment wetlands on the Little River arm above the Twin Bridges for long term reduction. He said general recommendations include improving controls of sewer overflows; implementing enhanced controls for on-site wastewater systems (septic tanks), and establishing a stakeholder/citizen advisory committee.

Mr. Derichsweiler said ODEQ tried to strike a balance for telling communities what they need to do for reduction of TMDL and allowing communities to develop a compliance policy to reach their goals. He said they tried to make MS4 permit requirements open ended and flexible. Permit requirements will include submitting an approvable TMDL compliance plan within 24 months of EPA approval; identifying potential significant sources; selecting a general strategy for meeting the WLAs; implementing enhanced or more frequent construction site inspections and considering enhanced enforcement measures; determining a schedule for achieving the WLA; tracking Best Management Practices (BMP) implementation; and implementing educational programs. He said there is a monitoring component that goes along with the MS4 permit and it may be advantageous for Norman, Oklahoma City, and Moore to collaborate on a coordinated regional monitoring program. He said a monitoring program must be fully implemented within three years of EPA approval. He said the goals of the monitoring plan will be to show the effectiveness of BMP's and demonstrate progress toward achieving the required reduction. He said if progress cannot be shown, then revisions to the compliance plan will need to be made. He said an annual report must also be submitted.

Mr. Derichsweiler said a statewide Stormwater Construction General Permit (OKR10) is required for construction near bodies of water and ODEQ is proposing changes to the requirements that would apply solely to the Lake Thunderbird Watershed. He said the permit would apply to any construction site consisting of one acre or greater. Construction sites would have to meet all conditions of the general permit and comply with additional conditions implemented by cities for TMDL compliance. He said projects within the Lake Thunderbird Watershed must submit all Storm Water Pollution Prevention Plans (SWP3) for sites of five acres or larger. He said specific requirements within the control measures of the permit include a 100 foot minimum buffer for all streams; sediment basins for all locations draining five acres or more; weekly site inspections; quicker corrective actions; immediate stabilization; and soil nutrient testing before using fertilizer.

Item 5, continued:

Mr. Derichsweiler said a Multi-Section General Permit (OKR05) is required for industrial sites and ODEQ is proposing addition requirements that include an update for additional TSS and nutrient reduction measures within 12 months; monthly inspections and maintenance; monitoring and reporting once a month if the permit has numeric effluent limits; and complying with any additional pollutant prevention or discharge monitoring requirement established by the local MS4 municipalities. These requirements would apply to asphalt paving, concrete products, and sand and gravel mining.

Councilmember Heiple asked why model results took so long to obtain and if Council could see the models and Mr. Derichsweiler said ODEQ spent a year monitoring the lake and lost EPA funding along the way. He said the final results of the models will be available soon. Councilmember Heiple said parameters can change the outcome of results and asked if the requirements are federally mandated, state mandated, or did ODEQ create them?" Mr. Derichsweiler said the requirements were originally developed by EPA and are widely used. Councilmember Heiple asked who controls the parameters and Mr. Derichsweiler said ODEQ hired a consultant to develop and control parameters. Councilmember Heiple said all the models he has seen on the EPA website use bell curve models based on average conditions, but it is not the average conditions that hurt the lake, it is the extraordinary condition or occurrences.

Councilmember Kovach said months ago Mr. Derichsweiler expressed concerns that the model was not as good as it could be because ODEQ was being rushed and Mr. Derichsweiler said although ODEQ did not have time to review different alternatives for reduction, they are confident the model results are within an acceptable error range. Councilmember Kovach said he would like to coordinate with the other cities involved for a regional monitoring program. He felt the Association of Central Oklahoma Governments (ACOG) should also be involved.

Councilmember Miller asked if ODEQ is continuing to monitor the lake and if the model projects future results and Mr. Derichsweiler said monitoring is ongoing, but future projections have not been done.

Councilmember Griffith asked if ODEQ could modify input in the model to reflect current weather conditions and Mr. Derichsweiler said there is no funding, but the 2008/2009 precipitation and temperature used were right at the long term average. Ms. McClary said there have been discussions with COMCD about obtaining the model and collecting data that would eventually lead to an updated TMDL. She said the TMDL is not final forever and there is always the opportunity to submit amendments to the EPA.

Councilmember Castleberry asked where the EPA is on water reuse and Ms. McClary said updates are expected in early 2014. She said Oklahoma Water Resources Board (OWRB) water quality standards allow lake managers to adopt another set of regulations for sensitive water supplies, which makes it more difficult to do reuse because cities would have to prove that the lake would not be degraded by discharge. She said if COMCD and those with water rights were to get that removed, ODEQ could legally issue a discharge permit. She said WQS's allow for a project or study to demonstrate that water would not negatively impact the lake and Garver Engineering is working on a project that would show what such a study might look like.

Mr. Derichsweiler said a public meeting will be held at the Norman Public Library tonight at 6:30 p.m.

Items submitted for the record

1. Oklahoma Department of Environmental Quality Public Notice regarding the Draft Nutrient, Turbidity, and Dissolved Oxygen TMDLs for Lake Thunderbird dated June 10, 2013
2. 208 TMDL Factsheet for Nutrients, Turbidity, and Dissolved Oxygen in the Lake Thunderbird Watershed
3. Lake Thunderbird Report for Nutrient, Turbidity, and Dissolved Oxygen TMDLs Executive Summary
4. PowerPoint presentation entitled, "Lake Thunderbird TMDL Project Overview," prepared by the Oklahoma Department of Environmental Quality dated July 23, 2013

The meeting adjourned at 6:25 p.m.

ATTEST:

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

July 23, 2013

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 23rd day of July, 2013, 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, Heiple,
Holman, Jungman, Kovach, Miller
Williams, Mayor Pro Tem Griffith

ABSENT: Mayor Rosenthal

The Pledge of Allegiance was led by Mayor Pro Tem Griffith.

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Item 3, being:

CONSIDERATION OF THE MINUTES AS FOLLOWS:

NORMAN CHAMBER OF COMMERCE CITY COUNCIL MEET AND GREET RECEPTION
MINUTES OF JULY 8, 2013
CITY COUNCIL CONFERENCE MINUTES OF JULY 9, 2013
CITY COUNCIL MINUTES OF JULY 9, 2013
NORMAN UTILITIES AUTHORITY MINUTES OF JULY 9, 2013
NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 9, 2013
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 9, 2013

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

Items submitted for the record

1. Text File No. GID-1213-12 dated July 18, 2013, by Brenda Hall, City Clerk
2. Norman Chamber of Commerce City Council Meet and Greet Reception minutes of July 8, 2013
3. City Council Conference minutes of July 9, 2013
4. City Council minutes of July 9, 2013
5. Norman Utilities Authority minutes of July 9, 2013
6. Norman Municipal Authority minutes of July 9, 2013
7. Norman Tax Increment Finance Authority minutes of July 9, 2013

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

YEAS: Councilmembers Castleberry, Heiple,
Holman, Jungman, Kovach, Miller,
Williams, Mayor Pro Tem Griffith

NAYES: None

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

* * * * *

Item 4, being:

PROCLAMATION NO. P-1314-2: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF AUGUST 11 THROUGH 17, 2013, AS NATIONAL HEALTH CARE CENTER WEEK IN THE CITY OF NORMAN.

Councilmember Kovach moved that receipt of Proclamation No. P-1314-2 proclaiming the week of August 11 through 17, 2013, as National Health Care Center in the City of Norman be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. P-1314-2 dated July 6, 2012, by Sergeant Jennifer Newell, Neighborhood Watch
2. Proclamation No. P-1314-2

Participants in discussion

1. Mr. Brian Karnes, Director, Variety Care Corporation, accepted the proclamation and thanked the Council

and the question being upon acknowledging receipt of Proclamation No. P-1314-2 proclaiming the week of August 11 through 17, 2013, as National Health Care Center in the City of Norman and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and receipt of Proclamation No. P-1314-2 proclaiming the week of August 11 through 17, 2013, as National Health Care Center in the City of Norman acknowledged; and the filing thereof was directed.

* * * * *

Item 5, being:

CONSENT DOCKET

Councilmember Kovach moved that Item 6 through Item 42 be placed on the consent docket by unanimous vote, which motion was duly seconded by Councilmember Williams; and the question being upon the placement on the consent docket by unanimous vote of Item 6 through Item 42, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and Item 6 through Item 42 were placed on the consent docket by unanimous vote.

* * * * *

Item 6, being:

CONSIDERATION OF ORDINANCE NO. O-1213-56 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 SOUTHWEST QUARTER OF SECTION NINE (9) OF TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. APPROXIMATELY 620 FEET NORTH OF CEDAR LANE ROAD)

Councilmember Kovach moved that Ordinance No. O-1213-56 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. O-1213-56 dated May 13, 2013, by Jane Hudson, Current Planning Manager
2. Ordinance No. O-1213-56
3. Location map
4. Staff Report dated June 13, 2013, recommending approval
5. Park 7 Group Addition Application for 2025 Plan Change, Planned Unit Development, Preliminary Plat, prepared by Sean Paul Rieger, S.P. Rieger, P.L.L.C., originally submitted May 13, 2013, and revised June 6, 2013, with Exhibit A, Preliminary Plat; Exhibit B, Preliminary Site Development Plan; Exhibit C, Calculations of Intensity of Uses; Exhibit D, Open Space Exhibit; and Exhibit E, Oil Well Site Plan
6. Pertinent excerpts from Planning Commission minutes of June 13, 2013

and the question being upon the Introduction and adoption of Ordinance No. O-1213-56 upon First Reading by title, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Heiple,
Holman, Jungman, Kovach, Miller,
Williams, Mayor Pro Tem Griffith

NAYES: None

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1213-56 was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 7, being:

CONSIDERATION OF ORDINANCE NO. O-1314-5 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 21-111 AND 21-201 OF CHAPTER 21 OF THE CODE OF THE CITY OF NORMAN TO AMEND THE FREQUENCY OF RECYCLING COLLECTION, THE TYPE OF RECYCLING CONTAINERS UTILIZED, AND THE MATERIALS TO BE RECYCLED; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Councilmember Kovach moved that Ordinance No. O-1314-5 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. O-1314-5 dated July 16, 2013, by Ken Komiske, Director of Utilities
2. Ordinance No. O-1314-5
3. Legislatively notated copy of Ordinance No. O-1314-5

Participants in discussion

1. Mr. Jeff Bryant, City Attorney
2. Mr. Roger Gallagher, 1522 East Boyd Street, asked questions

Item 7, continued:

and the question being upon the Introduction and adoption of Ordinance No. O-1314-5 upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and Ordinance No. O-1314-5 was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 8, being:

CONSIDERATION OF ORDINANCE NO. O-1314-6 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20, SECTION 20-803, OF THE CODE OF THE CITY OF NORMAN TO AMEND AND CLARIFY THE LANGUAGE AS IT RELATES TO PARKING METER USAGE PAYMENT OPTIONS AND OPERATION TIMES; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Councilmember Kovach moved that Ordinance No. O-1314-6 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. O-1314-6 dated July 15, 2013, by Angelo Lombardo, Transportation Engineer
2. Ordinance No. O-1314-6
3. Legislatively notated copy of Ordinance No. O-1314-6

and the question being upon the Introduction and adoption of Ordinance No. O-1314-6 upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and Ordinance No. O-1314-6 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 JUNE 30, 2013, 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 Holman;

Items submitted for the record

1. Text File No. RPT-1314-3 dated July 9, 2013, by Anthony Francisco, Director of Finance
 2. Finance Director's Investment Report of June 30, 2013
- Participants in discussion
1. Mr. Anthony Francisco, Director of Finance

Item 9, continued:

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, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem 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 JUNE, 2013, 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 Holman;

Items submitted for the record

1. Text File No. RPT-1314-4 dated July 9, 2013, by Carol Coles, Administrative Assistant
2. Monthly Departmental Reports for the month of June, 2013

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, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and receipt of the reports acknowledged; and the filing thereof was directed.

* * * * *

Item 11, being:

CONSIDERATION OF A RECOMMENDATION FROM THE REAPPORTIONMENT COMMISSION THAT THE CITY COUNCIL NOT ADJUST THE WARD BOUNDARIES AT THIS TIME.

Councilmember Kovach moved that the Reapportionment Commission recommendation that the City Council not adjust the ward boundaries at this time be accepted, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. RPT-1314-2 dated July 9, 2013, by Joyce Green, GIS Manager
2. Memorandum dated June 27, 2013, from Joyce Green, Manager, GIS Division, to Chairman and Members, Norman Reapportionment Commission
3. Statistics for 2013 Reapportionment Commission Review of City Council Wards
4. Norman Reapportionment Commission minutes of July 8, 2013
5. Map of ward boundaries

Item 11, continued:

and the question being upon accepting the Reapportionment Commission recommendation that the City Council not adjust the ward boundaries at this time, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Heiple,
Holman, Jungman, Kovach, Miller,
Williams, Mayor Pro Tem Griffith

NAYES: None

The Mayor Pro Tem declared the motion carried and the Reapportionment Commission recommendation that the City Council not adjust the ward boundaries at this time was accepted.

* * * * *

Item 12, being:

AUTHORIZATION TO PURCHASE ONE (1) FIRE APPARATUS FROM PIERCE MANUFACTURING THROUGH CONRAD FIRE EQUIPMENT IN THE AMOUNT OF \$588,948 UTILIZING THE HOUSTON GALVESTON AREA CONTRACT (HGAC).

Councilmember Kovach moved that the purchase of one (1) fire apparatus from Pierce Manufacturing through Conrad Fire Equipment in the amount of \$588,948 utilizing the Houston Galveston Area Contract be approved, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. GID-1314-11 dated July 11, 2013, by James Fullingim, Fire Chief
2. Proposal Option List for Bid No. 245 dated June 20, 2013, from Pierce Manufacturing for Conrad Fire Equipment for one sky boom truck

and the question being upon approving the purchase of one (1) fire apparatus from Conrad Fire Equipment in the amount of \$588,948 utilizing the Houston Galveston Area Contract, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Heiple,
Holman, Jungman, Kovach, Miller,
Williams, Mayor Pro Tem Griffith

NAYES: None

The Mayor Pro Tem declared the motion carried and the purchase of one fire apparatus from Conrad Fire Equipment in the amount of \$588,948 utilizing the Houston Galveston Area Contract was approved.

* * * * *

Item 13, being:

EASEMENT NO. E-1314-3: CONSIDERATION OF ACCEPTANCE OF A PERMANENT EASEMENT FROM THE UNITED STATES POSTAL SERVICES IN THE AMOUNT OF \$32,287 FOR THE HIGHWAY 9 UTILITY RELOCATION PROJECT.

Councilmember Kovach moved that Easement No. E-1314-3 be accepted and the filing thereof with the Cleveland County Clerk and payment in the amount of \$32,287 to United States Postal Service be directed, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. E-1314-3 dated July 3, 2013, by Jim Speck, Capital Projects Engineer
2. Easement No. E-1314-3 with Exhibit "B," legal description, and Exhibit "C," location map
3. Purchase Requisition No. 0000220375 dated July 15, 2013, in the amount of \$32,287 to USPS

Item 13, continued:

and the question being upon accepting Easement No. E-1314-3 and upon the subsequent directives, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and Easement No. E-1314-3 accepted; and the filing thereof with the Cleveland County Clerk and payment in the amount of \$32,287 to United States Postal Service were directed.

* * * * *

Item 14, being:

CONSIDERATION OF A FINAL PLAT FOR EAGLECLIFF SOUTH ADDITION SECTION 4, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED 1/2 MILE SOUTH OF CEDAR LANE AND 1/4 MILE WEST OF 12TH AVENUE S.E.)

Councilmember Kovach moved that the final plat for Eaglecliff South Addition, Section 4, be approved; the public dedications contained therein be accepted; the Mayor be authorized to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and receipt of a fee in the amount \$2,211.25 in lieu of park land dedication requirements and \$1,935.36 for traffic impact fees; and the filing of the final plat be directed, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. FP-1213-2 dated June 12, 2012, by Ken Danner, Subdivision Manager
2. Location map
3. Final plat
4. Staff Report dated July 12, 2012, recommending approval
5. Preliminary plat
6. Pertinent excerpts from Planning Commission minutes of July 12, 2012

and the question being upon approving the final plat for Eaglecliff South Addition, Section 4, and upon the subsequent acceptance, authorization, and directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and the final plat for Eaglecliff South Addition, Section 4, approved; the public dedications contained therein were accepted, the Mayor was authorized to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and receipt of a fee in the amount \$2,211.25 in lieu of park land dedication requirements and \$1,935.36 for traffic impact fees, and the filing of the final plat was directed.

* * * * *

Item 15, being:

CONSIDERATION OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR RED CANYON RANCH ADDITION, SECTION 4, A PLANNED UNIT DEVELOPMENT, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED 1/2 MILE WEST OF 12TH AVENUE N.E. AND 1/4 MILE NORTH OF EAST TECUMSEH ROAD)

Councilmember Kovach moved that the final site development plan and final plat for Red Canyon Ranch Addition, Section 4, a Planned Unit Development, be approved; the public dedications contained within the plat be accepted; the Mayor be authorized to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and receipt of a copy of a warranty deed for private park land; and the filing of the final site development plan and final plat be directed, which motion was duly seconded by Councilmember Holman;

Item 15, continued:

Items submitted for the record

1. Text File No. FP-1213-21 dated November 14, 2012, by Ken Danner, Subdivision Manager
2. Location map
3. Final plat
4. Staff Report dated December 13, 2012, recommending approval
5. Preliminary plat
6. Pertinent excerpts from Planning Commission minutes of December 13, 2012

and the question being upon approving the final site development plan and final plat for Red Canyon Ranch Addition, Section 4, a Planned Unit Development, and upon the subsequent acceptance, authorization, and directive, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Heiple,
Holman, Jungman, Kovach, Miller,
Williams, Mayor Pro Tem Griffith

NAYES: None

The Mayor Pro Tem declared the motion carried and the final site development plan and final plat for Red Canyon Ranch Addition, Section 4, a Planned Unit Development, approved; the public dedications contained within the plat were accepted, the Mayor was authorized to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and receipt of a copy of a warranty deed for private park land, and the filing of the final site development plan and final plat was directed.

* * * * *

Item 16, being:

SUBMISSION OF SEWER LINE PERMIT NO. SL000014130438 ISSUED BY THE STATE OF OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) FOR THE 2011 SEWER MAINTENANCE PROJECT.

Councilmember Kovach moved that the permit be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. GID-1314-8 dated July 8, 2013, by Charlie Thomas, Capital Projects Engineer
2. State of Oklahoma Department of Environmental Quality Permit No. SL000014130438 dated June 6, 2013, Sewer Lines
3. Location map

Participants in discussion

1. Mr. Roger Gallagher, 1522 East Boyd Street, asked questions
2. Mr. Charlie Thomas, Capital Projects Engineer

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

YEAS: Councilmembers Castleberry, Heiple,
Holman, Jungman, Kovach, Miller,
Williams, Mayor Pro Tem Griffith

NAYES: None

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

* * * * *

Item 17, being:

DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE THEREOF.

Councilmember Kovach moved that the equipment be declared to be surplus/obsolete and the sale thereof be authorized, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

- 1. Text File No. GID-1213-93 dated July 11, 2013, by Frederick Duke, Procurement Analyst
- 2. Smalley Inventory List

Participants in discussion

- 1. Mr. Roger Gallagher, 1522 East Boyd Street, asked questions
- 2. Ms. Brenda Hall, City Clerk
- 3. Mr. Anthony Francisco, Director of Finance

and the question being upon declaring the equipment to be surplus/obsolete and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and the equipment declared to be surplus/obsolete; and the sale thereof was authorized.

* * * * *

Item 18, being:

CONSIDERATION OF THE ACCEPTANCE OF A DONATION OF ONE (1) JOHN DEERE GATOR WITH SKID UNIT VALUED AT \$21,544.45 FROM FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION TO BE USED BY THE FIRE DEPARTMENT.

Councilmember Kovach moved that a donation of one (1) John Deere Gator with Skid Unit valued at \$21,544.45 from Firehouse Subs Public Safety Foundation to be used by the Fire Department be accepted, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

- 1. Text File No. GID-1314-9 dated July 11, 2013, by James Fullingim, Fire Chief

Participants in discussion

- 1. Mr. James Fullingim, Fire Chief

and the question being upon accepting a donation of one (1) John Deere Gator with Skid Unit valued at \$21,544.45 from Firehouse Subs Public Safety Foundation to be used by the Fire Department, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and a donation of one (1) John Deere Gator with Skid Unit valued at \$21,544.45 from Firehouse Subs Public Safety Foundation to be used by the Fire Department was accepted.

* * * * *

Item 19, being:

LIMITED LICENSE NO. LL-1314-1: LIMITED LICENSE TO PLACE FOUR (4) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FIREHOUSE ART CENTER FOR THE MIDSUMMER NIGHT'S FAIR TO BE HELD AUGUST 23 AND 24, 2013, AT LION'S PARK.

Councilmember Kovach moved that Limited License No. LL-1314-1 to place four (4) ground banners within the public rights-of-way pursuant to a request from the Firehouse Art Center be approved and the issuance thereof be authorized, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. LL-1314-1 dated July 9, 2013, from Wayne Stenis, Planner II
2. Application for Limited License dated July 3, 2013, for four banners from the Firehouse Art Center
3. Limited License No. LL-1314-1

and the question being upon approving Limited License No. LL-1314-1 to place four (4) ground banners within the public rights-of-way pursuant to a request from the Firehouse Art Center and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith

NAYES: None

The Mayor Pro Tem declared the motion carried and Limited License No. LL-1314-1 to place four (4) ground banners within the public rights-of-way pursuant to a request from the Firehouse Art Center approved; and the issuance thereof was authorized.

* * * * *

Item 20, being:

SPECIAL CLAIM NO. SC-1314-3: A CLAIM IN THE AMOUNT OF \$2,349.43 SUBMITTED BY MIKE BIEHLER FOR DAMAGES TO HIS VEHICLE DUE TO AN ACCIDENT WITH A SANITATION TRUCK AT THE INTERSECTION OF JENKINS AVENUE AND LINDSEY STREET.

Councilmember Kovach moved that Special Claim No. SC-1314-3 be approved and payment in the amount of \$2,349.43 be directed contingent upon obtaining a Release and Covenant Not to Sue from Mike Biehler, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. SC-1314-3 dated July 11, 2013, by Jeanne Snider, Assistant City Attorney
2. Memorandum dated May 31, 2013, from Brenda Hall, City Clerk, to Ken Komiske, Director of Utilities, and Jeff Bryant, City Attorney
3. Special Claim No. SC-1314-3 filed May 31, 2013, by Mike Biehler in the amount of \$2,349.43
4. Preliminary Estimate No. c1f432ac dated May 29, 2013, from McConnell's Body Shop, Inc., in the amount of \$1,854.77
5. Invoice No. 60554 from Budget Wrecker, Inc., d/b/a Quick Wrecker dated May 9, 2013, in the amount of \$294.66
6. Official Oklahoma Traffic Collision Report dated May 9, 2013
7. State of Oklahoma Certificate of Title issued January 16, 2009, to Michael Biehler

and the question being upon approving Special Claim No. SC-1314-3 and upon the subsequent directive, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith

NAYES: None

The Mayor Pro Tem declared the motion carried and Special Claim No. SC-1314-3 approved; and payment in the amount of \$2,349.43 was directed contingent upon obtaining a Release and Covenant Not to Sue from Mike Biehler.

* * * * *

Item 21, being:

SPECIAL CLAIM NO. SC-1314-4: A CLAIM IN THE AMOUNT OF \$2,001.73 SUBMITTED BY ROBERT K. WATSON, JR., FOR DAMAGES TO HIS VEHICLE DUE TO UNSECURED TOOLS FALLING OUT OF A STREET MAINTENANCE VEHICLE ON WEST ROBINSON STREET.

Councilmember Kovach moved that Special Claim No. SC-1314-4 be approved and payment in the amount of \$2,001.73 be directed contingent upon obtaining a Release and Covenant Not to Sue from Robert K. Watson, Jr., which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. SC-1314-4 dated July 11, 2013, by Jeanne Snider, Assistant City Attorney
2. Memorandum dated May 10, 2013, from Brenda Hall, City Clerk, to Jeff Bryant, City Attorney, and Shawn O'Leary, Director of Public Works
3. Special Claim No. SC-1314-4 filed May 10, 2013, by Robert K. Watson, Jr., in the amount of \$2,001.73
4. Preliminary Estimate No. 3924107c dated May 3, 2013, from Mills Body Shop in the amount of \$2,001.73
5. Official Oklahoma Traffic Collision Report dated May 9, 2013
6. State of Oklahoma Certificate of Title issued December 19, 2011, to Robert K. Watson

Participants in discussion

1. Ms. Ann Gallagher, 1522 East Boyd Street, made comments

and the question being upon approving Special Claim No. SC-1314-4 and upon the subsequent directive, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith

NAYES: None

The Mayor Pro Tem declared the motion carried and Special Claim No. SC-1314-4 approved; and payment in the amount of \$2,001.73 was directed contingent upon obtaining a Release and Covenant Not to Sue from Robert K. Watson, Jr.

* * * * *

Item 22, being:

AMENDMENT NO. ONE TO CONTRACT NO. K-0607-142: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SPRINT SPECTRUM REALTY COMPANY, L.P., TO ADD NEW COMMUNICATION EQUIPMENT LOCATED ON THE ROBINSON WATER TOWER LOCATED AT 453 WEST ROBINSON STREET AS PART OF THE EXISTING LEASE AGREEMENT AND INCREASING THE MONTHLY LEASE PAYMENT AMOUNT.

Acting as the Norman Utilities Authority, Trustee Kovach moved that Amendment No. One to Contract No. K-0607-142 with Sprint Spectrum Realty Company, L.P., be approved and the execution thereof be authorized, which motion was duly seconded by Trustee Holman;

Items submitted for the record

1. Text File No. K-0607-142, Amendment No. One, dated July 1, 2013, by Mark Daniels, Utilities Engineer
2. Amendment No. One to Contract No. K-0607-142 with Exhibit A-1, Overall Site Plan; Exhibit A-2, Equipment Site Plan; Exhibit A-3, Site Elevation; and Exhibit A-8, Existing Antenna Plan
3. Contract No. K-0607-142 with Exhibit A, Site Description

and the question being upon approving Amendment No. One to Contract No. K-0607-142 with Sprint Spectrum Realty Company, L.P., and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Trustees Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Vice-Chairman Griffith

NAYES: None

The Vice-Chairman declared the motion carried and Amendment No. One to Contract No. K-0607-142 with Sprint Spectrum Realty Company, L.P., approved; and the execution thereof was authorized.

* * * * *

Item 23, being:

AUTHORIZATION OF AN EXPENDITURE UNDER CONTRACT NO. K-0910-55 TO LEMKE LAND SURVEYING IN AN AMOUNT NOT-TO-EXCEED \$69,415 TO PROVIDE SURVEYING AND DRAFTING SERVICES FOR THE FYE 13 SEWER MAINTENANCE PROJECT.

Acting as the Norman Utilities Authority, Trustee Kovach moved that an expenditure in an amount not-to-exceed \$69,415 under Contract No. K-0910-55 with Lemke Land Surveying be approved and the execution thereof be authorized, which motion was duly seconded by Trustee Holman;

Items submitted for the record

1. Text File No. K-0910-55, Expenditure, dated July 8, 2013, by Charlie Thomas, Capital Projects Engineer
2. Cost Estimate dated May 14, 2013, in the amount of \$69,415 from Kelly J. Henderson, PLS, CFedS, Senior Project Manager, Lemke Land Surveying, to Mr. Charlie Thomas, P.E., City of Norman Utilities Department
3. Location map

and the question being upon approving an expenditure in an amount not-to-exceed \$69,415 under Contract No. K-0910-55 with Lemke Land Surveying and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Trustees Castleberry, Heiple, Holman,
Jungman, Kovach, Miller, Williams,
Vice-Chairman Griffith

NAYES: None

The Vice-Chairman declared the motion carried and an expenditure in an amount not-to-exceed \$69,415 under Contract No. K-0910-55 with Lemke Land Surveying approved; and the execution thereof be authorized.

* * * * *

Item 24, being:

AMENDMENT NO. THREE TO CONTRACT NO. K-0910-185: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) EXTENDING THE CONTRACT UNTIL JUNE 30, 2014, FOR THE CANADIAN RIVER WASTELOAD ALLOCATION STUDY.

Acting as the Norman Utilities Authority, Trustee Kovach moved that Amendment No. Three to Contract No. K-0910-185 with ACOG extending the contract until June 30, 2014, be approved and the execution thereof be authorized, which motion was duly seconded by Trustee Holman;

Items submitted for the record

1. Text File No. K-0910-185, Amendment No. Three, dated July 5, 2013, by Charlie Thomas, Capital Projects Engineer
2. Amendment No. Three to Contract No. K-0910-185
3. Contract No. K-0910-185

Participants in discussion

1. Mr. Roger Gallagher, 1522 East Boyd Street, asked questions

and the question being upon approving Amendment No. Three to Contract No. K-0910-185 with ACOG extending the contract until June 30, 2014, and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Trustees Castleberry, Heiple, Holman,
Jungman, Kovach, Miller, Williams,
Vice-Chairman Griffith

NAYES: None

The Vice-Chairman declared the motion carried and Amendment No. Three to Contract No. K-0910-185 with ACOG extending the contract until June 30, 2014, approved; and the execution thereof was authorized.

* * * * *

Item 25, being:

CHANGE ORDER NO. ONE TO NO. CONTRACT K-1112-42: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SHELL CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$89,174.13 FOR A REVISED CONTRACT AMOUNT OF \$493,087.87 FOR THE 2010 ROAD RECONSTRUCTION BOND PROJECTS AND FINAL ACCEPTANCE OF THE PROJECT.

Councilmember Kovach moved that Change Order No. One to Contract No. K-1112-42 with Shell Construction Company, Inc., decreasing the contract amount by \$89,174.13 for a revised contract amount of \$493,087.87 be approved; the execution of the contract be authorized; the project be accepted; and final payment in the amount of \$36,558.66 be directed to Shell Construction Company, Inc., which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1112-42, Change Order No. One, dated June 27, 2013, by Greg Hall, Street Superintendent
2. Change Order No. One to Contract No. K-1112-42
3. Invoices Paid for the Urban Road Reconstruction 2010 Bond Program

and the question being upon approving Change Order No. One to Contract No. K-1112-42 with Shell Construction Company, Inc., decreasing the contract amount by \$89,174.13 for a revised contract amount of \$493,087.87 and upon the subsequent authorization, acceptance, and directive, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Heiple,
Holman, Jungman, Kovach, Miller,
Williams, Mayor Pro Tem Griffith

NAYES: None

The Mayor Pro Tem declared the motion carried and Change Order No. One to Contract No. K-1112-42 with Shell Construction Company, Inc., decreasing the contract amount by \$89,174.13 for a revised contract amount of \$493,087.87 approved; the execution of the contract was authorized, the project was accepted, and final payment in the amount of \$36,558.66 was directed to Shell Construction Company, Inc.

* * * * *

Item 26, being:

CHANGE ORDER NO. TWO TO CONTRACT NO. K-1112-107: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SUN CONSTRUCTION SERVICES, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$2,186.40 FOR A REVISED CONTRACT AMOUNT OF \$244,133.40 FOR THE BUILDING "A" RENOVATION PROJECT, PHASE 1, AND FINAL ACCEPTANCE OF THE PROJECT.

Councilmember Kovach moved that Change Order No. One to Contract No. K-1112-107 with Sun Construction Services, L.L.C., increasing the contract amount by \$2,186.40 for a revised contract amount of \$244,133.40 be approved; the execution of the contract be authorized; the project be accepted; and final payment in the amount of \$2,186.40 be directed to Sun Construction Services, L.L.C., which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1112-107, Change Order No. One, dated July 8, 2013, by Scott Sturtz, City Engineer
2. Change Order No. One to Contract No. K-1112-107

Participants in discussion

1. Ms. Ann Gallagher, 1522 East Boyd Street, asked questions

Item 26, continued:

and the question being upon approving Change Order No. One to Contract No. K-1112-107 with Sun Construction Services, L.L.C., increasing the contract amount by \$2,186.40 for a revised contract amount of \$244,133.40 and upon the subsequent authorization, acceptance, and directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and Change Order No. One to Contract No. K-1112-107 with Sun Construction Services, L.L.C., increasing the contract amount by \$2,186.40 for a revised contract amount of \$244,133.40 approved; the execution of the contract was authorized, the project was accepted, and final payment in the amount of \$2,186.40 was directed to Sun Construction Services, L.L.C.

* * * * *

Item 27, being:

CHANGE ORDER NO. ONE TO CONTRACT NO. K-1213-47: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND SUN CONSTRUCTION SERVICES, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$1,308.60 FOR A REVISED CONTRACT AMOUNT OF \$78,864.60 FOR THE BUILDING "A" RENOVATION PROJECT, PHASE 2, AND FINAL ACCEPTANCE OF THE PROJECT.

Councilmember Kovach moved that Change Order No. One to Contract No. K-1213-47 with Sun Construction Services, L.L.C., increasing the contract amount by \$1,308.60 for a revised contract amount of \$78,864.60 be approved; the execution of the contract be authorized; the project be accepted; and final payment in the amount of \$1,308.60 be directed to Sun Construction Services, L.L.C., which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1213-47, Change Order No. One, dated July 8, 2013, by Scott Sturtz, City Engineer
2. Change Order No. One to Contract No. K-1213-47

and the question being upon approving Change Order No. One to Contract No. K-1213-47 with Sun Construction Services, L.L.C., increasing the contract amount by \$1,308.60 for a revised contract amount of \$78,864.60 and upon the subsequent authorization, acceptance, and directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and Change Order No. One to Contract No. K-1213-47 with Sun Construction Services, L.L.C., increasing the contract amount by \$1,308.60 for a revised contract amount of \$78,864.60 approved; the execution of the contract was authorized, the project was accepted, and final payment in the amount of \$1,308.60 was directed to Sun Construction Company, L.L.C.

* * * * *

Item 28, being:

CHANGE ORDER NO. ONE TO CONTRACT NO. K-1213-65: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CENTRAL CONTRACTING SERVICES, INC., DECREASING THE CONTRACT AMOUNT BY \$11,300 FOR A REVISED CONTRACT AMOUNT OF \$362,540 FOR THE APPLE CREEK WATER LINE PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

Acting as the Norman Utilities Authority, Trustee Kovach moved that Change Order No. One to Contract No. K-1213-65 with Central Contracting Services, Inc., decreasing the contract amount by \$11,300 for a revised contract amount of \$362,540 be approved; the execution of the contract be authorized; the project be accepted; and final payment in the amount of \$18,127 be directed to Central Contracting Services, Inc., which motion was duly seconded by Trustee Holman;

Items submitted for the record

1. Text File No. K-1213-65, Change Order No. One, dated July 3, 2013, by Jim Speck, Capital Projects Engineer
2. Change Order No. One to Contract No. K-1213-65
3. Purchase Order No. 229762 dated April 5, 2013, to Central Contracting Services, Inc., in the amount of \$373,840 subtracting Change Order No. One in the amount of \$11,300 and payments made to date totaling \$344,413 leaving a balance of \$18,127

and the question being upon approving Change Order No. One to Contract No. K-1213-65 with Central Contracting Services, Inc., decreasing the contract amount by \$11,300 for a revised contract amount of \$362,540 and upon the subsequent authorization, acceptance, and directive, a vote was taken with the following result:

YEAS: Trustees Castleberry, Heiple, Holman,
Jungman, Kovach, Miller, Williams, Vice-
Chairman Griffith

NAYES: None

The Vice-Chairman declared the motion carried and Change Order No. One to Contract No. K-1213-65 with Central Contracting Services, Inc., decreasing the contract amount by \$11,300 for a revised contract amount of \$362,540 approved; the execution of the contract was authorized, the project was accepted, and final payment in the amount of \$18,127 was directed to Central Contracting Services, Inc.

* * * * *

Item 29, being:

CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-1213-76 WITH STANDARD ROOFING COMPANY, INC., FOR THE FYE 2013 ROOF REPLACEMENT PROJECT FOR FIRE STATION NO. 6, FIRE STATION NO. 7 (TRUCK BAY), IRVING RECREATION CENTER (UPPER GYM), MUNICIPAL BUILDING A, SANTA FE DEPOT (FLAT PORTIONS), SOONER THEATRE, AND THE WATER RECLAMATION FACILITY MAIN CONTROL BUILDING (UPPER ROOF).

Acting as the City Council and the Norman Utilities Authority, Councilmember Kovach moved that the project be accepted and final payment in the amount of \$129,876 be directed to Standard Roofing Company, Inc., which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1213-76, Final, dated July 9, 2013, by Matthew Smith, Facilities Maintenance Superintendent
2. Photographs of projects, before and after
3. Purchase Order No. 227497 dated February 8, 2013, to Standard Roofing, Inc., in the amount of \$966,302 subtracting payments totaling \$836,426 leaving a balance of \$129,876

Item 29, continued:

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

YEAS: Councilmembers Castleberry, Heiple,
Holman, Jungman, Kovach, Miller,
Williams, Mayor Pro Tem Griffith

NAYES: None

The Mayor Pro Tem declared the motion carried and the project accepted; and final payment in the amount of \$129,876 was directed to Standard Roofing Company, Inc.

* * * * *

Item 30, being:

CONTRACT NO. K-1314-24: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CLEVELAND AREA RAPID TRANSIT (CART) IN THE AMOUNT OF \$460,500 FOR TRANSPORTATION SERVICES THROUGH JUNE 30, 2014.

Councilmember Kovach moved that Contract No. K-1314-24 with CART in the amount of \$460,500 through June 30, 2014, be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1314-24 dated July 8, 2013, by Linda Price, Revitalization Manager
2. Contract No. K-1314-24 with Addendum No. One, CART Bus Stops; Audit of ADA Accessibility for CART Routes in the City of Norman
3. Purchase Requisition No. 0000219993 dated July 8, 2013, in the amount of \$460,500 to CART

Participants in discussion

1. Ms. Ann Gallagher, 1522 East Boyd Street, asked questions
2. Mr. Doug Myers, Director, CART
3. Mr. Fred Pope, 1501 Navajo Road, asked questions

and the question being upon approving Contract No K-1314-24 with CART in the amount of \$460,500 through June 30, 2014, and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Heiple,
Holman, Jungman, Kovach, Miller,
Williams, Mayor Pro Tem Griffith

NAYES: None

The Mayor Pro Tem declared the motion carried and Contract No. K-1314-24 with CART in the amount of \$460,500 through June 30, 2014, approved; and the execution thereof was authorized.

* * * * *

Item 31, being:

CONTRACT NO. K-1314-25: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY, THE OKLAHOMA WATER RESOURCES BOARD AND THE UNITED STATES GEOLOGICAL SURVEY IN THE AMOUNT OF \$5,900 FOR THE MUSTANG ROAD AND INTERSTATE 35 (I-35) GAUGING STATIONS ALONG THE SOUTH CANADIAN RIVER THROUGH JUNE 30, 2014.

Acting as the Norman Utilities Authority, Trustee Kovach moved that Contract No. K-1314-25 with the Oklahoma Water Resources Board and the United States Geological Survey in the amount of \$5,900 through June 30, 2014, be approved and the execution thereof be authorized, which motion was duly seconded by Trustee Holman;

Items submitted for the record

1. Text File No. K-1314-25 dated July 1, 2013, by Mark Daniels, Utilities Engineer
2. Contract No. K-1314-25
3. Purchase Requisition No. 0000220522 dated July 18, 2013, in the amount of \$5,900 to Oklahoma Water Resources Board

Item 31, continued:

and the question being upon approving Contract No. K-1314-25 with the Oklahoma Water Resources Board and the United States Geological Survey in the amount of \$5,900 through June 30, 2014, and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Trustees Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Vice-Chairman Griffith
NAYES:	None

The Vice-Chairman declared the motion carried and Contract No. K-1314-25 with the Oklahoma Water Resources Board and the United States Geological Survey in the amount of \$5,900 through June 30, 2014, approved; and the execution thereof was authorized.

Item 32, being:

CONTRACT NO. K-1314-27: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE ALTERNATIVE DISPUTE RESOLUTION SYSTEM OF THE STATE OF OKLAHOMA TO PROVIDE A DISPUTE MEDIATION PROGRAM FOR THE CITY OF NORMAN THROUGH JUNE 30, 2014.

Councilmember Kovach moved that Contract No. K-1314-27 with the Alternative Dispute Resolution System of the State of Oklahoma through June 30, 2014, be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1314-27 dated July 11, 2013, by Jayme Rowe, Legal Administrative Technician
2. Contract No. K-1314-27

and the question being upon approving Contract No. K-1314-27 with the Alternative Dispute Resolution System of the State of Oklahoma through June 30, 2014, and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
NAYES:	None

The Mayor Pro Tem declared the motion carried and Contract No. K-1314-27 with the Alternative Dispute Resolution System of the State of Oklahoma through June 30, 2014, approved; and the execution thereof was authorized.

Item 33, being:

CONTRACT NO. K-1314-30: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CENTER FOR CHILDREN AND FAMILIES, INC., IN THE AMOUNT OF \$100,000 FOR USE IN THE NEIGHBORHOOD CENTERS PROGRAM.

Councilmember Kovach moved that Contract No. K-1314-30 with Center for Children and Families, Inc., in the amount of \$100,000 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1314-30 dated July 15, 2013, by Leah Messner, Assistant City Attorney
2. Contract No. K-1314-30
3. Purchase Requisition No. 0000220554 dated July 18, 2013, in the amount of \$100,000 to Center for Children and Families, Inc.

Item 33, continued:

and the question being upon approving Contract No. K-1314-30 with Center for Children and Families, Inc., in the amount of \$100,000 and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and Contract No. K-1314-30 with Center for Children and Families, Inc., in the amount of \$100,000 approved; and the execution thereof was authorized.

* * * * *

Item 34, being:

CONTRACT NO. K-1314-32: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE FIREHOUSE ART CENTER, INC., IN THE AMOUNT OF \$58,800 FOR THE OPERATION OF THE FIREHOUSE ART CENTER LOCATED AT 444 SOUTH FLOOD AVENUE.

Councilmember Kovach moved that Contract No. K-1314-32 with the Firehouse Art Center in the amount of \$58,800 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1314-32 dated July 16, 2013, by Leah Messner, Assistant City Attorney
2. Contract No. K-1314-32

and the question being upon approving Contract No. K-1314-32 with the Firehouse Art Center in the amount of \$58,800 and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and Contract No. K-1314-32 with the Firehouse Art Center in the amount of \$58,800 approved; and the execution thereof was authorized.

* * * * *

Item 35, being:

CONTRACT NO. K-1314-33: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND AGING SERVICES, INC., IN THE AMOUNT OF \$13,000 FOR OPERATION OF THE KIWANIS KRUISER.

Councilmember Kovach moved that Contract No. K-1314-33 with Aging Services, Inc., in the amount of \$13,000 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1314-33 dated July 16, 2013, by Leah Messner, Assistant City Attorney
2. Contract No. K-1314-33

Item 35, continued:

and the question being upon approving Contract No. K-1314-33 with Aging Services, Inc., in the amount of \$13,000 and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and Contract No. K-1314-33 with Aging Services, Inc., in the amount of \$13,000 approved; and the execution thereof was authorized.

* * * * *

Item 36, being:

CONTRACT NO. K-1314-35: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND DAVID P. LISLE AS PROFESSIONAL/MANAGER OF WESTWOOD GOLF COURSE.

Acting as the Norman Municipal Authority, Trustee Kovach moved that Contract No. K-1314-35 with David Lisle be approved and the execution thereof be authorized, which motion was duly seconded by Trustee Holman;

Items submitted for the record

1. Text File No. K-1314-35 dated July 17, 2013, by Jud Foster, Director of Parks and Recreation
2. Contract No. K-1314-35

and the question being upon approving Contract No. K-1314-35 with David Lisle and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Trustees Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Vice- Chairman Griffith
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NAYES:	None
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The Vice-Chairman declared the motion carried and Contract No. K-1314-35 with David Lisle approved; and the execution thereof was authorized.

* * * * *

Item 37, being:

CONTRACT NO. K-1314-36: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COMMUNITY CHRISTIAN SCHOOL IN THE AMOUNT OF \$4,207 PER YEAR FOR THE LEASE OF CITY RIGHT-OF-WAY LOCATED ALONG BROCE DRIVE.

Councilmember Kovach moved that Contract No. K-1314-36 with Community Christian School in the amount of \$4,207 per year be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1314-36 dated July 11, 2013, by Leah Messner, Assistant City Attorney
2. Contract No. K-1314-36 with Exhibit A, Site map

Item 37, continued:

and the question being upon approving Contract No. K-1314-36 with Community Christian School in the amount of \$4,207 per year and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and Contract No. K-1314-36 with Community Christian School in the amount of \$4,207 per year approved; and the execution thereof was authorized.

* * * * *

Item 38, being:

RESOLUTION NO. R-1314-12: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING PROPERTY FROM THE ROBINSON STREET GRADE SEPARATION PROJECT AS SURPLUS PROPERTY.

Councilmember Kovach moved that Resolution No. R-1314-12 be adopted, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. R-1313-12 dated March 11, 2013, by Scott Sturtz, City Engineer
2. Resolution No. R-1314-12 with Exhibit 1, Aerial Map; Attachment A, Memorandum dated October 30, 2012, from Leah Messner, Assistant City Attorney, to Shawn O'Leary, Director of Public Works; Attachment B, Memorandum dated December 12, 2012, from Shawn O'Leary, Director of Public Works, and Scott Sturtz, City Engineer, through Steve Lewis, City Manager, to Council Community Planning and Transportation Committee; and Attachment C, Letter dated June 10, 2013, from Kurt A. Harms, Chief, Right of Way and Utilities Division, Oklahoma Department of Transportation, to Mr. Shawn O'Leary, P.E., Director of Public Works

and the question being upon adopting Resolution No. R-1314-12, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and Resolution No. R-1314-12 was adopted.

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Item 39, being:

RESOLUTION NO. R-1314-14: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$83,015 FROM THE NEIGHBORHOOD PARK LAND FUND BALANCE FOR IMPROVEMENTS TO SPRINGBROOK, CRESTLAND, AND ROTARY PARKS AND APPROPRIATING \$15,000 FROM THE CAPITAL FUND BALANCE FOR IMPROVEMENTS AT LITTLE AXE PARK.

Councilmember Kovach moved that Resolution No. R-1314-14 be adopted, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. R-1314-14 dated July 16, 2013, by James Briggs, Park Planner
2. Resolution No. R-1314-14

Item 39, being:

and the question being upon adopting Resolution No. R-1314-14, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
NAYES:	None

The Mayor Pro Tem declared the motion carried and Resolution No. R-1314-14 was adopted.

* * * * *

Item 40, being:

RESOLUTION NO. R-1314-18: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING A BUSINESS PLAN FOR THE CITY PARKING SYSTEM AT THE GRAY STREET PARKING LOT.

Councilmember Kovach moved that Resolution No. R-1314-18 be adopted, which motion was duly seconded by Councilmember Holman;

- Items submitted for the record
1. Text File No. R-1314-18 dated July 15, 2013, by Angelo Lombardo, Transportation Engineer
 2. Resolution No. R-1314-18
 3. Downtown Parking Lot Management Business Plan, City of Norman, Department of Public Works, Traffic Control Division, dated August 1, 2013

and the question being upon adopting Resolution No. R-1314-18, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
NAYES:	None

The Mayor Pro Tem declared the motion carried and Resolution No. R-1314-18 was adopted.

* * * * *

Item 41, being:

RESOLUTION NO. R-1314-19: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING A BUSINESS PLAN FOR THE CITY PARKING SYSTEM ON CAMPUS CORNER.

Councilmember Kovach moved that Resolution No. R-1314-19 be adopted, which motion was duly seconded by Councilmember Holman;

- Items submitted for the record
1. Text File No. R-1314-19 dated July 15, 2013, by Angelo Lombardo, Transportation Engineer
 2. Resolution No. R-1314-19
 3. Campus Corner Parking Management Business Plan, City of Norman, Department of Public Works, Traffic Control Division, dated August 1, 2013

and the question being upon adopting Resolution No. R-1314-19, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
NAYES:	None

The Mayor Pro Tem declared the motion carried and Resolution No. R-1314-19 was adopted.

* * * * *

Item 42, being:

CONSIDERATION OF A RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SUBROGATION RECOVERY SETTLEMENT IN THE AMOUNT OF \$2,950 IN STEPHENS V. BOWER, CLEVELAND COUNTY DISTRICT COURT CASE NO. CJ-2013-157 ARISING FROM EMPLOYER PAID EXPENSES IN THE CASE OF JERRY STEPHENS V. THE CITY OF NORMAN, WORKERS COMPENSATION COURT CASE WCC-2010-11353Q.

Councilmember Kovach moved to approve the City Attorney’s recommendation and authorize the City Attorney’s office to effectuate the settlement in the amount of \$2,950, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

- 1. Text File No. GID-1314-7 dated July 9, 2013, by Kristina Bell, Assistant City Attorney

and the question being upon approving the City Attorney’s recommendation and the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and the City Attorney’s recommendation approved; and the City Attorney’s office was authorized to effectuate the settlement in the amount of \$2,950.

* * * * *

Item 43, being:

CONSIDERATION OF ORDINANCE NO. O-1213-52 UPON SECOND AND FINAL READING:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR OFF-STREET PARKING IN THE R-2, TWO FAMILY DWELLING DISTRICT, FOR LOTS 29, 30, AND 31, BLOCK 1, JOHNSON’S ADDITION, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEROF. (739 COLLEGE AVENUE)

Ordinance No. O-1213-52 having been Introduced and adopted upon First Reading by title in City Council’s meeting of July 9, 2013, Councilmember Williams moved that Ordinance No. O-1213-52 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Castleberry;

Items submitted for the record

- 1. Text File No. O-1213-52 dated May 7, 2013, by Jane Hudson, Principal Planner
- 2. Ordinance No. O-1213-52
- 3. Location map
- 4. Staff Report dated June 13, 2013, recommending approval
- 5. Delta Gamma House Parking Lot Improvements Plan
- 6. Delta Gamma House Parking Lot Landscaping Plan
- 7. Delta Gamma House Construction Documents
- 8. City of Norman Predevelopment Summary Case No. PD 13-06 dated April 25, 2013, for Alpha Iota House Corporation of Delta Gamma located at 739 College
- 9. Pertinent excerpts from Planning Commission minutes of June 13, 2013

Participants in discussion

- 1. Mr. Jeremy Carlisle, GH2 Architects, 320 South Boston, Tulsa, representing the applicant
- 2. Ms. Tamara Pullin, 415 College Avenue, President of Delta Gamma House Board, applicant
- 3. Mr. Evan Dunn, 621 Cruce Street, Apt. 4, proponent

Item 43, continued:

and the question being upon adopting Ordinance No. O-1213-52 upon Second Reading section by section, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Heiple, Miller, Williams, Mayor Pro Tem Griffith

NAYES: Councilmembers Holman, Jungman, and Kovach

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1213-52 was adopted upon Second Reading section by section.

Thereupon, Councilmember Williams moved that Ordinance No. O-1213-52 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Castleberry; and the question being upon adopting Ordinance No. O-1213-52 upon Final Reading as a whole, the roll was called with the following result:

YEAS: Councilmembers Castleberry, Heiple, Miller, Williams, Mayor Pro Tem Griffith

NAYES: Councilmembers Holman, Jungman, and Kovach

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1213-52 was adopted upon Final Reading as a whole.

* * * * *

Item 44, being:

CONSIDERATION OF ORDINANCE NO. O-1213-53 UPON SECOND AND FINAL READING:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING THE NORTH TWENTY (20) FEET OF THE EIGHTY (80) FOOT RIGHT-OF-WAY IN THE 200 BLOCK OF WEST COMANCHE STREET LOCATED IN NORMAN, ORIGINAL TOWN, CLEVELAND COUNTY, OKLAHOMA, AND PROVIDING FOR THE SEVERABILITY THEREOF.

Ordinance No. O-1213-53 having been Introduced and adopted upon First Reading by title in City Council's meeting of July 9, 2013, Councilmember Kovach moved that Ordinance No. O-1213-53 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Williams;

Items submitted for the record

1. Text File No. O-1213-53 dated May 7, 2013, by Ken Danner, Subdivision Manager
2. Ordinance No. O-1213-53
3. Location map
4. Memorandum dated April 23, 2013, from Brenda Hall, City Clerk, to Jeff Bryant, City Attorney; Rone Tromble, Administrative Assistant IV; Ken Danner, Subdivision Manager; Ken Komiske, Director of Utilities; and Jane Hudson, Principal Planner
5. Letter of request filed April 23, 2013, from David T. Hopper, Attorney, to Brenda Hall, City Clerk
6. Radius map
7. Location map
8. Pertinent excerpts from Planning Commission minutes of June 13, 2013

Participants in discussion

1. Mr. David Hopper, 1620 Oriole Drive, attorney representing the applicant

Item 44, continued:

and the question being upon adopting Ordinance No. O-1213-53 upon Second Reading section by section, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
NAYES:	None

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1213-53 was adopted upon Second Reading section by section.

Thereupon, Councilmember Kovach moved that Ordinance No. O-1213-53 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Williams; and the question being upon adopting Ordinance No. O-1213-53 upon Final Reading as a whole, the roll was called with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
NAYES:	None

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1213-53 was adopted upon Final Reading as a whole.

* * * * *

Item 45 being:

RESOLUTION NO. R-1213-136: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, LAND USE PLAN NO. LUP-1213-13, SO AS TO PLACE LOTS 1, 2, AND 3, BLOCK 3, NORMAN ORIGINAL TOWN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE COMMERCIAL DESIGNATION AND REMOVE THE SAME FROM THE OFFICE DESIGNATION. (109 EAST TONHAWA STREET)

Councilmember Kovach moved that Resolution No. R-1213-136, Land Use Plan Amendment No. LUP-1213-13, be adopted and the NORMAN 2025 Land Use and Transportation Plan be amended according thereto, which motion was duly seconded by Councilmember Williams;

Items submitted for the record

1. Text File No. R-1213-136 dated May 7, 2013, by Jane Hudson, Principal Planner
2. Resolution No. R-1213-136, Land Use Plan Amendment No. LUP-1213-13
3. Location map
4. Staff Report dated June 13, 2013, recommending approval
5. Predevelopment Summary Case No. PD-13-13 dated May 23, 2013, for AB & Associates for property located at 109 Tonhawa Street
6. Pertinent excerpts from Planning Commission minutes of June 13, 2013

Participants in discussion

1. Mr. Mark Krittenbrink, 428 West Eufaula Avenue, architect representing the applicant
1. Ms. Jeff Bryant, City Attorney
2. Mr. Evan Dunn, 621 Cruce Street, Apartment 4, asked questions

and the question being upon adopting Resolution No. R-1213-136, Land Use Plan Amendment No. LUP-1213-13, and upon the subsequent amendment, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
NAYES:	None

The Mayor Pro Tem declared the motion carried and Resolution No. R-1213-136, Land Use Plan Amendment No. LUP-1213-13, adopted; and the NORMAN 2025 Land Use and Transportation Plan was amended according thereto.

* * * * *

Item 46, being:

CONSIDERATION OF ORDINANCE NO. O-1213-55 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO SO AS TO PLACE LOTS 1, 2, AND 3, BLOCK 3, NORMAN ORIGINAL TOWN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE COMMERCIAL DESIGNATION AND REMOVE THE SAME FROM THE OFFICE DESIGNATION. (109 EAST TONHAWA STREET)

Ordinance No. O-1213-55 having been Introduced and adopted upon First Reading by title in City Council's meeting of July 9, 2013, Councilmember Kovach moved that Ordinance No. O-1213-55 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Williams;

Items submitted for the record

1. Text File No. O-1213-55 dated May 7, 2013, by Jane Hudson, Principal Planner
2. Ordinance No. O-1213-55
3. Location map
4. Staff Report dated June 13, 2013, recommending approval
5. Drawing of proposed building
6. Preliminary plans
7. Pertinent excerpts from Planning Commission minutes of June 13, 2013

and the question being upon adopting Ordinance No. O-1213-55 upon Second Reading section by section, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Heiple,
Holman, Jungman, Kovach, Miller,
Williams, Mayor Pro Tem Griffith

NAYES: None

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1213-55 was adopted upon Second Reading section by section.

Thereupon, Councilmember Holman moved that Ordinance No. O-1213-55 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Williams; and the question being upon adopting Ordinance No. O-1213-55 upon Final Reading as a whole, the roll was called with the following result:

YEAS: Councilmembers Castleberry, Heiple,
Holman, Jungman, Kovach, Miller,
Williams, Mayor Pro Tem Griffith

NAYES: None

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1213-55 was adopted upon Final Reading as a whole.

* * * * *

MISCELLANEOUS DISCUSSION

Water Conservation. Ms. Jacy Crosbie, 204 Mountain Oaks Drive, provided several suggestions about conserving and protecting water even though Norman is no longer in mandatory rationing. She said the City's website does not reflect the priority of water conservation and suggested placing a "Water Conservation" tab on the home page. She said a person has to take several steps to get to the page that lists drought friendly plants and suggested the list of plants be placed on Channel 20 as well. She said information about fertilizers should also be put on the website and wording should be changed to make it easier to understand.

Mr. Roger Gallagher, 1522 East Boyd Street, said it is time for the State to allow cities to place reclaimed water into Lake Thunderbird. He said there are also several businesses and homes that have sprinkler systems where water is running down the curb or being sprayed on sidewalks and driveways more than on the grass. He said property owners simply need to adjust those sprinkler heads.

Water Conservation, continued. Mr. Gallagher said blowing grass into the streets is also a problem because the grass goes into the stormwater system which ends up in Lake Thunderbird. He felt the City should cite violators. He said the City should also stress the use of fertilizers that do not contain phosphorus. He said three cities share Lake Thunderbird for drinking water purposes and these cities should work together as community partners in keeping Lake Thunderbird as pollutant free as possible.

Councilmember Holman encouraged citizens in Ward Seven to continue conserving water by adhering to an odd/even schedule even though mandatory water conservation restrictions have been lifted.

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Recycling. Ms. Jacy Crosbie, 204 Mountain Oaks Drive, suggested placing a container at the Norman Public Library where citizens could recycle batteries, especially lithium batteries.

Councilmember Castleberry said he did not know if the City or a contractor is distributing the new recycling polycarts, but while they were distributing the polycarts in his neighborhood, one of the polycarts tipped over and the driver got out of the truck, set the polycart upright, and placed it on the curb where it was not blocking the driveway. He said this is customer service and thanked the responsible party. He encouraged citizens to acknowledge and provide feedback when they see something done right.

Councilmember Heiple said there is a petition circulating in Highland Hills for curbside recycling and encouraged residents to sign the petition. He said the City will work hard to get recycling in that area.

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Water Quality Report. Ms. Jacy Crosbie, 204 Mountain Oaks Drive, obtained a copy of Norman's Water Quality Report that included pictures of drought resistant plants. She urged citizens to call and request the report and provided the phone number to call. She suggested the report be placed on the City's website for easy access.

*

Unused and Expired Medications. Ms. Jacy Crosbie, 204 Mountain Oaks Drive, suggested a way to keep pharmaceuticals out of Lake Thunderbird is allow citizens to take unused or expired medications to the Police Department once a month.

Ms. Ann Gallagher, 1522 East Boyd Street, said citizens can take unused or expired prescriptions to the Police Department on a daily basis, but it is not well advertised. She suggested placing that information on the City's website and Channel 20.

*

Oakhurst Addition. Councilmember Heiple said he is working hard to get several code enforcement issues remedied in the Oakhurst Addition.

*

Variety Care. Councilmember Heiple said Variety Care has taken over what was formerly known as Health for Friends and wished them the best. The only problem he sees is the co-pay for Variety Care is \$60 and for someone who is homeless, \$60 might as well be \$6,000. He said if there is any way Variety Care, the City of Norman, or the public can help subsidize that co-pay to help deliver affordable health care for everyone regardless of income he would like to see that happen.

*

Homeless Population. Mr. Evan Dunn, 621 Cruce Street, Apt. 4, said he recently moved and had been temporarily homeless for a short time. As he came into contact with a large population of indigent people in Norman, he started thinking of ways to address unemployment issues for this vulnerable segment of the community. He said the City has an ordinance that prohibits people from spending the night in public parks and suggested Council modify the ordinance to allow people to apply for a permit and pay a small fee to stay in a park overnight.

*

Miscellaneous discussion, continued:

Wireless Internet Service (WiFi). Mr. Evan Dunn, 621 Cruce Street, Apt. 4, asked the City to work on getting wireless internet service at City Hall accessible to the public.

*

Tree and Plant Species. Mr. Evan Dunn, 621 Cruce Street, Apt. 4, said a group of elementary school children were shown images of corporate logos and were able to identify them but were unable to name five species of trees or plants that grew within five miles of their homes. He said this is known as nature deficiency and provided information on tree species in the Norman area.

Ms. Ann Gallagher, 1522 East Boyd Street, said she loves trees as they provide a beautiful canopy for the City. She said on South Pickard, just north of Lindsey Street, someone bought three homes, demolished two of the homes, and removed every tree on the three lots. She felt there should be an ordinance to protect existing trees on private properties.

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Temperature. Ms. Ann Gallagher, 1522 East Boyd Street, said the Council Chambers was very cold this evening and the City is not being energy efficient.

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Traffic Signals. Ms. Ann Gallagher, 1522 East Boyd Street, said she was traveling north on 12th Avenue attempting to turn left onto Alameda and there was no green arrow, only a flashing yellow arrow. She said after waiting through three light changes without getting a green arrow, she decided to get back into the northbound lane to go straight and use another route to Alameda. She said today the light was working correctly, but asked who she should report these problems to in the future.

*

Rock Creek Road. Mr. Roger Gallagher, 1522 East Boyd Street, said there are weeds growing in the cracks of the new sidewalks along Rock Creek Road and suggested someone pull or kill the weeds. He said this is a high traffic roadway and seeing these weeds does not cast a good image for the City.

*

Total Maximum Daily Load (TMDL). Mr. Roger Gallagher, 1522 East Boyd Street, said he attended a TMDL presentation today and heard discussion of changing the 50-foot buffer required near bodies of water to a 100-foot buffer. He said property owners cannot construct anything within the buffer and felt changing the requirement to 100 feet would cause a lot of problems.

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Police Academy. Ms. Ann Gallagher, 1522 East Boyd Street, said the Police Academy graduation for new recruits will be Thursday, July 25th, at 2:00 p.m. at Bethel Baptist Church and encouraged citizens to attend the ceremony. She also said applications are being taken for the fifth class of the Citizens Police Academy and urged citizens to apply.

Councilmember Holman encouraged citizens to attend the Police Academy graduation.

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Website. Councilmember Williams said a lot of comments have been raised at Council meetings regarding what should be on the City's website. He said it is not an easy task to manage a website that contains a lot of information. He said there is only a certain amount of real estate on a website homepage and it is difficult to prioritize information to everyone's liking. He said the City is always working on ways to improve the site.

*

Lindsey Street Widening Project. Councilmember Holman encouraged citizens to attend a public meeting on Thursday, July 25th, at Legends Times Two regarding the Lindsey Street Widening Project. He said Lindsey Street is the only street in Norman that goes directly from I-35 to the University of Oklahoma (OU) campus and this is a great opportunity to create a gateway that makes an impression on visitors as well as the community.

Miscellaneous discussion, continued:

Lindsey Street Widening Project, continued. Councilmember Castleberry thanked the Public Works Department Staff for their hard work on the Lindsey Street Widening Project. He said Staff has been working with world-renowned road construction engineers. He complimented Staff on being open minded and trying to make the project work for the entire community. He said the proposed concepts being presented are totally foreign to anything Norman has done in the past. He said the idea is to get people to stay in an area and make it walkable by making the roads narrower, reducing lanes, and reducing speed. He said statistics have shown that property values double and sales tax revenues increase. He urged citizens to attend the public discussion, listen to the ideas, and get involved.

Councilmember Kovach said a lot of work went into getting the public to vote yes for the bond issues especially regarding projects on and around Lindsey Street. He said prior to the vote the public did not trust the City to deliver what they were promising and if the City does not follow through on that promise, a future vote could be in jeopardy. He said while he is excited about some of the proposed concepts and will look at them with an open mind, he would like to caution enthusiastic Councilmembers of the need to balance that enthusiasm with what was promised to the public. That is why it is important for the public to attend this meeting so Council will know they are doing what the public wants and not just what the property owners or business owners want. He said the City is constrained by time, expectations of the public, and the main objective of draining "Lake McGee." He said the City coupled the McGee Drainage Project with the Lindsey Street Widening Project to make better use of federal funding, which adds legal complications to the drainage portion of the project.

Councilmember Heiple said this is an opportunity for the City to make history and do something that has never been done in Norman. He felt the Lindsey Street Widening Project design could make a positive difference in the community and hopes the City can find a middle ground and move forward with the project.

*

Bankruptcy. Councilmember Castleberry said the City of Detroit, Michigan, filed bankruptcy this past week and he has received calls from concerned citizens regarding the City's budget and whether or not this could happen in Norman. He said one of the main reasons Detroit had to file bankruptcy was because of their unfunded pension obligations. He said Norman does have a small unfunded pension liability of approximately \$300,000 annually while Detroit's total debt is \$20 billion. He said the City's pension liability stems from an old pension plan used by the City years ago. He said the City currently has a Defined Contribution Plan similar to a 401K. The City of Detroit had a Defined Benefit Plan, used by many states and cities, where employees are guaranteed a certain amount of income for the rest of your life regardless of whether the money is there or not. He said the City of Norman does not have this issue.

He said based upon projections, the City's is looking at a \$3 million loss in FYE 2015 and urged Council not to wait for this to happen before they take action. He said the City needs to increase revenue and cut expenses. He said the City needs more businesses in Norman that will generate sales tax dollars and create jobs that generate sales tax dollars that stay in Norman.

*

Animal Welfare Facility Memorial. Councilmember Holman read a letter written by Mr. Jim Maisano, Deputy Police Chief of Norman. Mr. Maisano wrote the letter as a private citizen unrelated to the City of Norman regarding donations for a memorial project at the Animal Welfare Facility in honor of his recently deceased daughter, Sara Maisano. Sara loved all animals and was always helping lost or wounded animals. Some items had to be eliminated during the design process of the new Animal Welfare Facility to stay within budget. Sara had expressed disappointment that a cat porch/sun room was one of the items eliminated. As a tribute to Sara and as a way to keep her love for animals ongoing, the Maisano family decided to obtain the funds to ensure the cat porch/sun room can be constructed. The estimated cost of the project is \$9,000 and any memorial donations on Sara's behalf would be welcomed.

* * * * *

ADJOURNMENT

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

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Pro Tem Griffith
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and the meeting was adjourned at 8:34 p.m.

ATTEST:

City Clerk

Mayor



City of Norman, OK

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

Master

File Number: O-1112-19b

File ID: O-1112-19b	Type: Ordinance	Status: Consent Item
Version: 1	Reference: Item No. 5	In Control: City Council
Department: City Clerk Department	Cost:	File Created: 08/01/2013
File Name: O-1112-19 2009 Building Code	Final Action:	

Title: CONSIDERATION OF ORDINANCE NO. O-1112-19 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE I, SECTIONS 5-101 AND 5-101.1; AND ARTICLE II, SECTION 5-212 OF CHAPTER 5; AND ARTICLE XIV, SECTION 13-1402 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN SO AS TO ADOPT AND AMEND THE 2009 INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS AS AMENDED AND MODIFIED BY THE UNIFORM BUILDING CODE COMMISSION PURSUANT TO 59 O.S. § 1000.23; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-19 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 5

Attachments: Text File O-1112-19 August 13th, Text File O-1112-19 May 8 2012, O-1112-19 Clean, O-1112-19 Annotated, Memo regarding O-1112-19

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 O-1112-19b

Body

INFORMATION: Ordinance No. O-1112-19 was adopted in City Council's meeting of May 8, 2012, which adopted and amended the 2009 International Residential Code for One and Two Family Dwellings as amended and modified by the Uniform Building Code Commission pursuant to 59 O.S. § 1000.23. Adoption of the Ordinance was required by the Oklahoma Uniform Building Code Commission in order to standardize municipal building codes statewide. Title 11, Section 14-106 of the Oklahoma State Statutes requires that ordinances shall not be in force unless published or posted within 15 days after adoption. Due to an omission by staff, Ordinance No. O-1112-19 was not published. Therefore, staff recommends Council readopt the ordinance and publish the ordinance within fifteen days from the date of that adoption to avoid any conflict that may arise in the future. See attached memorandum from the Legal Department.



City of Norman, OK

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

Text File

File Number: O-1112-19

Introduced: 4/19/2012

Current Status: Non-Consent Items

Version: 1

Matter Type: Ordinance

Title

ORDINANCE NO. O-1112-19: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE I, SECTIONS 5-101 AND 5-101.1; AND ARTICLE II, SECTION 5-212 OF CHAPTER 5; AND ARTICLE XIV, SECTION 13-1402 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN SO AS TO ADOPT AND AMEND THE 2009 INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS AS AMENDED AND MODIFIED BY THE UNIFORM BUILDING CODE COMMISSION PURSUANT TO 59 O.S. § 1000.23; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-19 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-19 upon Final Reading as a whole.

ACTION TAKEN: _____

Body

BACKGROUND. Building codes were first identified in Norman history in 1902, with the first evidence of building permits occurring in 1924. In 1956, the City of Norman adopted the first of the modern codes by formal adoption of the 1955 edition of the National Building Code. Since then, newer codes have been adopted periodically. Updates to the adopted codes are needed in order to make certain that the codes that a community enforces are reflective of modern technologies and building materials. The attached ordinance will accomplish that.

During the late 1990's, three major national code writing groups succeeded in coming together as organizations and managed to merge themselves into a single code organization with the goal of consolidating their three slightly different codes into one unified code. This new International Code Council (ICC) produced the first International Code Council Codes in 2000, followed by additional series scheduled for every three years. In July of 2006, the City of Norman, after extensive review and comments from city staff and the local construction and architectural industries, adopted the 2003 ICC code series.

Building upon the success of the first ICC educational efforts, city staff began assessing the next series, that being the 2006 ICC series, shortly after the adoption of the 2003 series. In the fall of 2006, the City hosted a continuing education course for builders and architects in the region as a first step towards evaluation of the 2006 ICC code series.

During 2007, staff continued to work with the local construction industry to fully implement the provisions of the newer codes. In the spring and summer of 2008 staff shared several discussion sessions with local homebuilders as the first official actions aimed towards adoption of the 2006 ICC series. Subsequently, the 2006 edition of the ICC codes and the 2008 edition of the National Electrical Code (NEC) were adopted and became effective on October 22, 2009.

The Oklahoma Legislature, in May 2009, passed legislation creating the Oklahoma Uniform Building Code Commission (OUBCC). The Commission is composed of eleven members from different fields and is tasked with creating a statewide Uniform Building Code. Consistent with this tasking, the Oklahoma Uniform Building Code Commission (OUBCC) completed work in calendar year 2011 necessary for the state adoption of the 2009 International Residential Code (IRC) with amendments. Thus, effective July 15, 2011, the 2009 IRC as amended by the OUBCC is the minimum building code for all residential construction (Building, Plumbing, Mechanical, Fuel, Gas and Electric) throughout the State of Oklahoma including the rural areas of the state.

Consistent with the legal authority granting state and local code administration and enforcement jurisdictions the power and discretion to administer the code, Planning and Community Development Building Inspection staff progressively reviewed the 2009 edition of the IRC as adopted by the state. In addition, City of Norman Building Inspectors participated on two of the state OUBCC technical review committees.

In January 2012 staff presented information to the Business and Community Affairs Committee pertinent to the City's adoption of the 2009 IRC and following the blessing of that committee conducted meetings with local builders, and other interested participants to explain the City's intent of adoption and to identify the various code changes initiated by the ICC, the OUBCC, and proposed local City of Norman amendments. The results of those meetings was positive and to date there are no known objections from any of those stakeholders to the City's proposed adoption of the 2009 IRC.

It is the understanding of staff that the cities of Oklahoma City, Edmond, and Moore have also engaged similar processes to formally adopt the 2009 IRC.

DISCUSSION. The attached ordinance reflects the code and all proposed amendments being presented by staff for adoption by the City of Norman. The new code, if adopted, will result in amendments to Chapters 5 and 13 of the City of Norman Code of Ordinances.

The remainder of this memorandum presents information about the proposed amended code. While public safety and health concerns are the primary focus of the building code, certain pragmatic and administrative concerns must also be considered. To this end state and local amendments are employed to address these concerns and provide greater clarity to users of the code. In summary:

- Chapter 1 amendments address administrative details necessary to dovetail the code with other local ordinances.
- A chapter 2 definition was amended to provide greater flexibility for placement of structures on properties where zero setbacks to interior property lines are allowed.

- Chapter 3 amendments address local geographic/climatic conditions and certain general building practices that have evolved over time and been determined as suitable by the local building community.
- Chapter 4 amendments clarify building foundation requirements and strengthen the tie between wood frame structures and their supporting foundation systems.
- Chapter 13, 15, and 24 amendments provide solutions to certain building conditions associated with heating and air conditioning equipment.
- Chapter 25, 27, and 29 amendments provide solutions to certain plumbing system technical concerns and allow individual user preference to prevail for bathing water temperatures.
- Chapter 34, 36, 37, 39, and 42 amendments provide technical solutions or greater clarity for certain electrical equipment installation requirements.
- An appendix G amendment provides a practical solution for residential swimming pool barrier requirements by accommodating standard wood fence panel dimensions.
- The Norman Code Chapter 13 change simply updates the code reference to the 2009 edition.

While many of the proposed local amendments are carryover from previous editions of the code the following list depicts the most notable changes that were initiated by ICC in the 2009 International Residential Code.

- ✓ **For large or irregular shaped homes structure plans may be required in order to obtain a building permit**
- ✓ **New “townhouses” must be equipped with a fire protection sprinkler system**
- ✓ **At least one carbon monoxide (CO) detector/alarm is required for new homes unless certain exceptions apply; when a building permit is required for an addition onto an existing home CO detector/alarms must be installed in both the existing home and the addition in the same locations required for new homes**
- ✓ **New exterior decks larger than 200 square feet in area may require a building permit to construct and if supported by the main residential structure must meet new structure attachment criteria**
- ✓ **Prescriptive methods for structural wall bracing have been enlarged or clarified**
- ✓ **A water resistive barrier (house wrap) is required on most exterior walls**
- ✓ **High efficacy light bulbs are required in 50% of new lighting fixtures except recessed can lights are not included in this requirement**
- ✓ **Locking access caps must be installed at new or replaced exterior air conditioning equipment refrigerant line portals**
- ✓ **Most new 120 volt electrical outlets must be protected with arc fault protection devices**

✓ Most new electrical convenience receptacles (120 volt outlets) must be tamper-resistant

RECOMMENDATION. Staff recommends that City Council adopt the 2009 International Residential Code, as amended.

ORDINANCE NO. O-1112-19

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE I, SECTIONS 5-101 AND 5-101.1; AND ARTICLE II, SECTION 5-212 OF CHAPTER 5; AND ARTICLE XIV, SECTION 13-1402 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN SO AS TO ADOPT AND AMEND THE 2009 INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS AS AMENDED AND MODIFIED BY THE UNIFORM BUILDING CODE COMMISSION PURSUANT TO 59 O.S. § 1000.23; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Sections 5-101 and 5-101.1 of Article I. General Administration of Chapter 5 of the Code of the City of Norman, Oklahoma, be amended to read as follows:

* * * * *

Sec. 5-101. - Application of the 2006 International Building Code.

Except as otherwise provided in this article, the provisions of the 2006 International Building Code shall apply to all construction, extension or remodeling of buildings or structures except one- and two-family dwellings and townhouses which shall be governed by the 2009 International Residential Code for One and Two Family Dwellings as amended and modified by the Uniform Building Code Commission pursuant to 59 O.S. § 1000.23 and subsequent amendments listed in Sec. 5-212 of the Code of the City of Norman:

- (a) Within the limits of the city; and
- (b) Within one-half (½) mile outside the limits of the City when the City provides either water or sewer services to that building or structure.

* * *

Sec. 5-101.1. - Effect of conflicting provisions.

When any provision of this chapter conflicts with any other provision of this chapter, that provision which is the more specific or detailed shall control. When any provision of the 2009 International Residential Code for One and Two Family Dwellings as amended and modified by the Uniform Building Code Commission pursuant to 59 O.S. § 1000.23 needs clarification or elaboration, the provisions of the 2009 International Building Code, the 2009 International Mechanical Code, the 2009 International Plumbing Code, the 2008 National Electric Code, the 2009 International Fuel Gas Code, and the 2009 International Energy Conservation Codes shall prevail.

* * *

§ 2. That Section 5-212 of Article II Building Code of Chapter 5 of the Code of the City of Norman, Oklahoma, be amended to read as follows:

* * * * *

Sec. 5-212. - Adoption of the 2009 International Residential Code for One and Two Family Dwellings as amended and modified by the Uniform Building Code Commission pursuant to 59 O.S. § 1000.2 .

(a) Adoption includes ONLY the following Appendices:

- (1) Appendix E regarding Manufactured Housing used as Dwellings;
- (2) Appendix G regarding Swimming Pools, Spas and Hot Tubs; and
- (3) Appendix K regarding Sound Transmission.

(b) Amend, delete or substitute within the following sections as indicated:

- (1) Delete the preamble referenced in Title 748:20-5-5 from the 2009 International Residential Code for One and Two Family Dwellings as amended and modified by the Uniform Building Code Commission pursuant to 59 O.S. § 1000.2.
- (2) Chapter 1, Section R102.7 Existing Structures Delete "*International Fire Code*" and all subsequent references and replace with "*1997 1 NFPA Fire Prevention Code*";
- (3) Chapter 1, Section R103 DEPARTMENT OF BUILDING SAFETY and Section R103.1, Creation of enforcement agency—Replace "*Department of Building Safety*" with "*Development Services Division*";
- (4) Chapter 1, Section R104.10.1 Areas prone to flooding-Delete "granting of a variance to such provisions by the board of appeals" and replace with "prior issuance of a Flood Plain Permit by the City of Norman Flood Plain Committee.";
- (5) Chapter 1, Section R105.2 Building: 1-Replace "*200 square feet*" with "*108 square feet*" and delete reference to meters;
- (6) Chapter 1, Section R105.2 Building: 2-Replace "*6 feet high*" with "*8 feet high.*";
- (7) Chapter 1, Section R105.2 Building: 3—Delete retaining wall sentence and replace with "Retaining walls shall be permitted and built per the City of Norman Engineering Standards, as amended.";
- (8) Chapter 1, Section R105.2 Building 5—Delete this section, Sidewalks and driveways.

- (9) Chapter 1, Section R105.3.1.1-Substantially improved or Substantially damaged existing buildings in areas prone to flooding—Delete reference to "Table R301.2(1)" and replace with "the City of Norman adopted flood hazard maps" and delete the reference to the "board of appeals" and replace with "the City of Norman Flood Plain Committee";
- (10) Chapter 1, Section R105.7 Placement of permit-Add at the beginning of sentence "For additions and alterations only";
- (11) Chapter 1, add new R106.2.1 Landscape Requirements for One- and Two- Family Dwellings.
 - (a) As of May 12, 2008, within all urban residential plats, when a building permit for a new residence is issued, at least one tree must be planted on each lot designated for single-family or two-family use before a Certificate of Occupancy is issued.
 - (b) For lots larger than 10,000 square feet, two trees are required. One tree must be planted within the designated planting location and the other tree may be placed at any location on the lot. (Refer to Exhibits A—Traditional Utility Layout or B—Optional Utility Layout.) In no case will more than two trees be required.
 - (c) Corner lots require one tree per street frontage in accordance with the sight triangle specifications (refer to Exhibit C—Tree Location for Typical Corner Lot). If all of either street frontage is eliminated by the site triangle restrictions, the tree for that frontage may be placed at any location on the lot.
 - (d) Trees must be selected from a list approved by the City Forester (Refer to Exhibit D—City of Norman Approved Street Tree List) and be at least 2" caliper (diameter measured 6" above ground level). Species identification tags shall remain on the tree(s). As indicated in (b) above, there are two utility layouts that may be utilized to design a subdivision. It is the developer's option to choose either alternative. In subdivisions where utilities are designed in accordance with Exhibit A (no trees between sidewalk and street), the tree must be planted in the front yard of the lot within five feet of the sidewalk. In subdivisions where utilities are designed in accordance with Exhibit B (allows for trees between sidewalk and street), the preferred location for tree planting is midway between the curb and sidewalk. Said Exhibits are incorporated herein and made a part hereof and are on file in the office of the City Clerk.
 - (e) If planting conditions or weather would adversely affect the health of the tree(s), a paid receipt from the installer indicating the type of tree(s) purchased and projected planting date shall be provided to the City of Norman and a permanent Certificate of Occupancy can be issued.

- (f) Trees that are planted within the right-of-way or front yard can be replaced if dead or diseased by the Property Owners/Homeowners Association if appropriate covenants have been enacted that grant maintenance responsibility to the association. Otherwise the trees are the responsibility of the property owner. Dead or diseased trees in poor condition should be replaced by the property owner.
- (12) Chapter 1, Section R106.5—Retention of construction documents—Replace "construction documents" with "floor and site plans";
- (13) Chapter 1, Section R109.1.4 Frame and masonry inspection—Delete "masonry" in title and text;
- (14) Chapter 1—Add new "R109.1.5.2 Insulation inspection. Insulation inspection shall be made after the framing inspection but prior to installing wallboard materials. Wallboard materials include, but are not limited to, lath, plaster, gypsum wallboard, wood paneling, sheet metal and the like.";
- (15) Chapter 1, Section 109.3 Inspection requests—Add "safe" in front of "access.";
- (16) Chapter 1, Section R110.1 Use and occupancy—Delete Exception 2. "Accessory buildings and structures.";
- (17) Chapter 1, Section R112 Board of Appeals—Delete Sections R112.2.1 and R112.2.2;
- (18) Chapter 2, DEFINITIONS, Section R202 FIRE SEPARATION DISTANCE add—"Permanent "No Build" easements, which identify an area relative to adjoining property lines and are filed as permanent easements with the Cleveland County Clerk, may be considered when determining the fire separation distance.";
- (19) Chapter 3, BUILDING PLANNING, Table R301.2(1) fill in blanks for Norman as "Ground Snow Load 10, Wind Speed 90 miles per hour, Topographic effects No, Seismic Design Category C, Weathering moderate, Frost Depth 12 inches, Termite moderate to heavy, Winter Design Temperature 13 degrees Fahrenheit, Ice barrier underlayment required No, Flood Hazard see FIRM maps, Air freezing Index 300, Mean Annual Temperature 61.3 degrees Fahrenheit", Add after footnote k "l. Bottom of footing to be at 18" below grade." place "l" after Frost Line depth in the table';
- (20) Chapter 3, Section R301 Design Criteria, Table R301.5 footnote b. After "the plane of the truss." Add ", or the space is more than 10 feet from the point of entry to the attic space and no provision for attic storage is installed.";
- (21) Chapter 3, Section R302 Fire-Resistant Construction, Replace Table R302.1 with the following Amended R302.1 Table.

“AMENDED TABLE R302.1 EXTERIOR WALLS”

EXTERIOR WALL ELEMENT		MINIMUM FIRE RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	(Fire-resistance rated)	1 hour with exposure from both sides	0 feet
	(Not fire-resistance rated)	0 hours	> 3 feet
Projections	(Fire-resistance rated)	1 hour on the underside	0 feet
	(Not fire-resistance rated)	0 hours	> 3 feet
Openings	Not allowed	N/A	< 3 feet
	Unlimited	0 hours	> 3 feet
Penetration	ALL	Comply with Section R302.4	< 3 feet
		None Required	> 3 feet

- (22) Chapter 3, Section R302 Exterior Wall Location, R302.1 "Exceptions" add "Exception 6 –Open metal carport structures may be constructed within zero (0) feet of the property line without fire-resistive or opening protection when the location of such is approved as required by other adopted codes.";
- (23) Chapter 3, Section R303.3 Bathrooms—Add at end of paragraph, "Separate window or artificial light and mechanical ventilation system provided through exception shall be required for enclosed/segregated toilet, bath or shower spaces." ALSO, at end of Exception, add "Attic spaces are not considered outside for purposes of ventilation.";
- (24) Chapter 3, Section R311.7.4.3 Delete entire Section and replace with the following. "**Open risers.** Open risers are permitted, provided that the opening between treads does not permit the passage of a 4-inch diameter sphere. Exception: The opening between adjacent treads is not limited on stairs with a total rise of 30 inches or less.";
- (25) Chapter 3, Section R314.3.1 Alterations, repairs and additions. Exception 2. Installation, alteration or repairs of plumbing or mechanical systems are exempt from the requirements of this section. Add the word “electrical” after “repairs of.”
- (26) Chapter 4, Section R403 Footings, Section R403.1 General—Add "Exception: Temporary buildings and unoccupied buildings not exceeding one story in height and 400 square feet in area shall be exempt from these requirements.";
- (27) Chapter 4, Section R403 Footings Amend Figure R403.1(1) to require a minimum of 2, #4 steel bars in all footings;

- (28) Chapter 4, Section R404 FOUNDATION AND RETAINING WALLS, Section R404.1.2.2 Add at end of section "In all cases Concrete and Masonry Foundation Walls or slabs, if placed directly to the footing, are to be attached to its footing with a minimum #3 vertical steel bar imbedded a minimum 12" into both the footing and the foundation wall and placed 6' o.c. and at every corner.";
- (29) Chapter 4, Section R404 FOUNDATION AND RETAINING WALLS, Section R404.4 Delete Entire Section;
- (30) Chapter 6 Wall Construction, Table R602.3.1, Delete text in footnote b. and Replace with "Studs to be laterally braced by a minimum ceiling joists, floor joists, or a ledger or beam holding ceiling or floor members."
- (31) Chapter 13 GENERAL MECHANICAL SYSTEM REQUIREMENTS, Section M1305 APPLIANCE ACCESS, M1305.1 Appliance access for inspection service, repair and replacement—After "30 inches deep and 30 inches wide" add "and at least the height of the front of the appliance";
- (32) Chapter 13 General Mechanical System Requirements, Section M1305 Appliance Access, M1305.1.3 Appliances in attics. Exception: 2 delete "the passageway shall be not more than 50 feet (1520 mm) in length." And replace with "or where not more than 20 feet length of the passageway is a minimum 30 inches high and 22 inches wide, the entire passageway shall be not greater than 50 feet in length.";
- (33) Chapter 15, Section M1502 CLOTHES DRYER EXHAUST, M1502.4.1 add "Exception: Schedule 40 PVC pipe may be used if the installation complies with all of the following:
 - i. The duct shall be installed under a concrete slab poured on grade and arranged to drain to the building exterior.
 - ii. The underfloor trench in which the duct is installed shall be completely backfilled with sand or gravel.
 - iii. The PVC duct shall extend not greater than 1 inch above the indoor concrete floor surface.
 - iv. The PVC duct shall extend not greater that 1 inch above grade outside of the building.
 - v. The PVC ducts shall be solvent cemented";
- (34) Chapter 24, Fuel Gas, Section G2408 INSTALLATION, Section G2408.2 Elevation of ignition source. After "above the floor" Add "surface on which the equipment or appliance rest";
- (35) Chapter 24, Fuel Gas, Section G2415 PIPING SYSTEM INSTALLATION, Section G2415.10 Minimal burial depth—Replace "12 inches" with "18 inches";

- (36) Chapter 25 Plumbing Administration, Section P2503 Inspection and Tests, Section P2503.4 Building sewer testing—Delete “When required by local authority having jurisdiction,” and Replace "public sewer" with "location of the building clean out,";
- (37) Chapter 27 PLUMBING FIXTURES, Section P2713 BATHTUBS, delete Section P2713.3 Bathtub and whirlpool bathtub valves;
- (38) Chapter 28 WATER HEATERS, Section P2803.6.1 Item 5. Replace text in Item 5 with “Discharge to an approved waste receptor or to the outdoors.”
- (39) Chapter 34, Electrical General Requirements, Section E3406 Electrical Conductors and Connections, Section E3406.2 Conductor material—Add at end of paragraph "The use of aluminum conductors shall be prohibited except for exterior uses and for underground service feeder for manufactured homes.";
- (40) Chapter 36 Services, Section E3601 General Services, Section E3601.6.2 Service disconnect location - Add at the end of paragraph "The distance from the point of entrance of a building or structure to the service disconnecting equipment enclosure shall not exceed 24 inches measured horizontally or 60 inches measured vertically.";
- (41) Chapter 37, BRANCH CIRCUIT AND FEEDER REQUIREMENTS, Section E3702 BRANCH CIRCUIT RATINGS, Section E3702.3 Fifteen- and 20-ampere branch circuits—Add at the end of the paragraph "Dwelling unit receptacle outlets installed in accordance with E3901.1 and lighting outlets installed in accordance with E3903.1 shall be limited to a maximum of 14 for 20 ampere and a maximum of 10 for 15 ampere branch circuits. Kitchen receptacle outlets installed in accordance with E3901.3.2 and E3901.4 shall not exceed 5.";
- (42) Chapter 39 Section E3902 Ground-Fault and Arc-Fault Circuit-Interrupter Protection, Section E3902.3 Outdoor receptacles - expand exception provided in Section E4101.7 by adding "as well as, exterior receptacles for outside holiday lighting so long as the minimum height above adjoining ground area is 7 feet.";
- (43) Chapter 39, Section E3902 GROUND-FAULT AND ARC-FAULT CIRCUIT-INTERRUPTER PROTECTION, Section E3902.7 Laundry, utility, and bar sink receptacles. Add "Exception: A single receptacle or duplex receptacle for two appliances located within dedicated space for each appliance that in normal use is not easily moved from one place to another, and that is cord and plug connected.";
- (44) Chapter 39 Section E3907 CABINETS AND PANELBOARDS, Add Section 3907.9 Mounting Height. Enclosures for switches or overcurrent devices shall be installed so the bottom of the enclosure is not less than 600 mm (2 feet) above finish grade or working platform unless specifically listed or approved for an alternate mounting height.;

- (45) Chapter 42 SWIMMING POOLS, Section 4206 EQUIPMENT INSTALLATION, Section 4206.5.1 Servicing. After "other maintenance" Add "unless otherwise approved, the maximum distance from the deck surface to the bottom of the luminaire face shall not exceed 24 inches.";
- (46) Appendix G Section AG105 BARRIER REQUIREMENTS, Replace the text in Section AG105.2 Outdoor swimming pool -4. with "Where the barrier is composed of horizontal and vertical members and the distance between the tops of the two lowest horizontal members is less than 45 inches (1143 mm), then spacing between vertical members shall not exceed 1 ¾ inches (44 mm) in width, and any horizontal members shall have a nominal depth of no more than 1 ¾ inches (44mm) so as not to create a foothold. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1 ¾ inches (44 mm) in width.

* * *

§ 3. That Section 13-1402 of Article XIV MOBILE HOME AND TRAILER PARKS* of Chapter 13 of the Code of the City of Norman, Oklahoma, be amended to read as follows:

* * * * *

Sec. 13-1402. Tie-downs, alterations and additions.

(a) Skirting of mobile homes is required and areas enclosed by such skirting shall be maintained so as not to provide a harborage for rodents, or create a fire hazard.

(b) A permit issued by the City shall be required before any construction on a mobile home space or any structural addition or alteration to the exterior of a mobile home takes place. No construction or addition or alteration to the exterior of a mobile home located in a mobile home park shall be permitted unless of the same type of construction or materials as the mobile home affected. No permit shall be required for the addition of steps, canopies, awnings or antennas.

(c) No structure other than a mobile home shall be permitted on a mobile home space, except a structure not exceeding one (1) story in height and three hundred fifty (350) square feet in area which structure:

- (1) Is used as an accessory to a mobile home,
- (2) The total coverage of buildings on such space does not exceed forty (40) percent including the mobile home and
- (3) All such accessory buildings are located no closer than five (5) feet to any lot line.

(d) Mobile home tie downs, alterations and additions shall be as required by Appendix E of the 2009 International Residential Code for One and Two Family Dwellings as amended and modified by the Uniform Building Code Commission pursuant to 59 O.S. § 1000.23.

* * *

§ 4. 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)

ORDINANCE NO. O-1112-19

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE I, SECTIONS 5-101 AND 5-101.1; AND ARTICLE II, SECTION 5-212 OF CHAPTER 5; AND ARTICLE XIV, SECTION 13-1402 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN SO AS TO ADOPT AND AMEND THE 2009 INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS AS AMENDED AND MODIFIED BY THE UNIFORM BUILDING CODE COMMISSION PURSUANT TO 59 O.S. § 1000.23; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Sections 5-101 and 5-101.1 of Article I. General Administration of Chapter 5 of the Code of the City of Norman, Oklahoma, be amended to read as follows:

* * * * *

Sec. 5-101. - Application of the 2006 International Building Code.

Except as otherwise provided in this article, the provisions of the 2006 International Building Code shall apply to all construction, extension or remodeling of buildings or structures except one- and two-family dwellings and townhouses which shall be governed by the 2006-2009 International Residential Code for One and Two Family Dwellings as amended and modified by the Uniform Building Code Commission pursuant to 59 O.S. § 1000.23 and subsequent amendments listed in Sec. 5-212 of the Code of the City of Norman:

- (a) Within the limits of the city; and
- (b) Within one-half (½) mile outside the limits of the City when the City provides either water or sewer services to that building or structure.

* * *

Sec. 5-101.1. - Effect of conflicting provisions.

When any provision of this chapter conflicts with any other provision of this chapter, that provision which is the more specific or detailed shall control. When any provision of the 2006 2009 International Residential Code for One and Two Family Dwellings as amended and modified by the Uniform Building Code Commission pursuant to 59 O.S. § 1000.23 needs clarification or elaboration, the provisions of the 2006 2009 International Building Code, the 2006 2009 International Mechanical Code, the 2006 2009 International Plumbing Code, the 2008 National Electric Code, the 2006 2009 International Fuel Gas Code, and the 2006 2009 International Energy Conservation Codes shall prevail.

* * *

§ 2. That Section 5-212 of Article II Building Code of Chapter 5 of the Code of the City of Norman, Oklahoma, be amended to read as follows:

* * * * *

Sec. 5-212. - Adoption of the ~~2006~~ 2009 International Residential Code for One and Two Family Dwellings as amended and modified by the Uniform Building Code Commission pursuant to 59 O.S. § 1000.2 .

(a) Adoption includes ONLY the following Appendices:

- (1) Appendix E regarding Manufactured Housing used as Dwellings;
- (2) Appendix G regarding Swimming Pools, Spas and Hot Tubs; and
- (3) Appendix K regarding Sound Transmission.

(b) Amend, delete or substitute within the following sections as indicated:

- (1) Delete the preamble referenced in Title 748:20-5-5. from the 2009 International Residential Code for One and Two Family Dwellings as amended and modified by the Uniform Building Code Commission pursuant to 59 O.S. § 1000.2.
- (2) ~~(1)~~ Chapter 1, Section R102.7 Existing Structures ~~and all subsequent references—~~ Delete "*International Fire Code*" and all subsequent references and replace with "*1997 1 NFPA Fire Prevention Code*";
- (3) ~~(2)~~ Chapter 1, Section R103 DEPARTMENT OF BUILDING SAFETY and Section R103.1, Creation of enforcement agency—Replace "*Department of Building Safety*" with "*Development Services Division*";
- (4) ~~(3)~~ Chapter 1, Section R104.10.1 Areas prone to flooding—Delete "granting of a variance to such provisions by the board of appeals" and replace with "prior issuance of a Flood Plain Permit by the City of Norman Flood Plain Committee.";
- (5) ~~(4)~~ Chapter 1, Section R105.2 Building: 1—Replace "*120-200 square feet*" with "*108 square feet*" and delete reference to meters;
- (6) ~~(5)~~ Chapter 1, Section R105.2 Building: 2—Replace "*6 feet high*" with "*8 feet high*";
- (7) ~~(6)~~ Chapter 1, Section R105.2 Building: 3—Delete retaining wall sentence and replace with "Retaining walls shall be permitted and built per the City of Norman Engineering Standards, as amended.";
- (8) ~~(7)~~ Chapter 1, Section R105.2 Building 5—Delete this section, Sidewalks and driveways.

- (9) ~~(8)~~ Chapter 1, Section R105.3.1.1—Substantially improved or Substantially damaged existing buildings in areas prone to flooding—Delete reference to "Table R301.2(1)" and replace with "the City of Norman adopted flood hazard maps" and delete the reference to the "board of appeals" and replace with "the City of Norman Flood Plain Committee";
- (10) ~~(9)~~ Chapter 1, Section R105.7 Placement of permit—Add at the beginning of sentence "For additions and alterations only";
- (11) ~~(10)~~ Chapter 1, add new R106.2.1 Landscape Requirements for One- and Two-Family Dwellings.
- (a) As of May 12, 2008, within all urban residential plats, when a building permit for a new residence is issued, at least one tree must be planted on each lot designated for single-family or two-family use before a Certificate of Occupancy is issued.
- (b) For lots larger than 10,000 square feet, two trees are required. One tree must be planted within the designated planting location and the other tree may be placed at any location on the lot. (Refer to Exhibits A—Traditional Utility Layout or B—Optional Utility Layout.) In no case will more than two trees be required.
- (c) Corner lots require one tree per street frontage in accordance with the sight triangle specifications (refer to Exhibit C—Tree Location for Typical Corner Lot). If all of either street frontage is eliminated by the site triangle restrictions, the tree for that frontage may be placed at any location on the lot.
- (d) Trees must be selected from a list approved by the City Forester (Refer to Exhibit D—City of Norman Approved Street Tree List) and be at least 2" caliper (diameter measured 6" above ground level). Species identification tags shall remain on the tree(s). As indicated in (b) above, there are two utility layouts that may be utilized to design a subdivision. It is the developer's option to choose either alternative. In subdivisions where utilities are designed in accordance with Exhibit A (no trees between sidewalk and street), the tree must be planted in the front yard of the lot within five feet of the sidewalk. In subdivisions where utilities are designed in accordance with Exhibit B (allows for trees between sidewalk and street), the preferred location for tree planting is midway between the curb and sidewalk. Said Exhibits are incorporated herein and made a part hereof and are on file in the office of the City Clerk.
- (e) If planting conditions or weather would adversely affect the health of the tree(s), a paid receipt from the installer indicating the type of tree(s) purchased and projected planting date shall be provided to the City of Norman and a permanent Certificate of Occupancy can be issued.

- (f) Trees that are planted within the right-of-way or front yard can be replaced if dead or diseased by the Property Owners/Homeowners Association if appropriate covenants have been enacted that grant maintenance responsibility to the association. Otherwise the trees are the responsibility of the property owner. Dead or diseased trees in poor condition should be replaced by the property owner.
- (12) ~~(11)~~ Chapter 1, Section R106.5—Retention of construction documents—Replace "construction documents" with "floor and site plans";
- (12) ~~Chapter 1, Section R107.3 Temporary power—Replace "ICC Electrical Code" with "2008 National Electrical Code";~~
- (13) Chapter 1, Section R109.1.4 Frame and masonry inspection—Delete "masonry" in title and text;
- (14) Chapter 1—Add new "R109.1.5.2 Insulation inspection. Insulation inspection shall be made after the framing inspection but prior to installing wallboard materials. Wallboard materials include, but are not limited to, lath, plaster, gypsum wallboard, wood paneling, sheet metal and the like.";
- (15) Chapter 1, Section 109.3 Inspection requests—Add "safe" in front of "access.";
- (16) Chapter 1, Section R110.1 Use and occupancy—Delete Exception 2. "Accessory buildings and structures.";
- (17) Chapter 1, Section R112 Board of Appeals—Delete Sections R112.2.1 and R112.2.2;
- (18) Chapter 2, DEFINITIONS, Section R202 FIRE SEPARATION DISTANCE add— "Permanent "No Build" easements, which identify an area relative to adjoining property lines and are filed as permanent easements with the Cleveland County Clerk, may be considered when determining the fire separation distance.";
- (19) Chapter 3, BUILDING PLANNING, Table R301.2(1) fill in blanks for Norman as "Ground Snow Load 10, Wind Speed 90 miles per hour, Topographic effects No, Seismic Design Category C, Weathering moderate, Frost Depth 12 inches, Termite moderate to heavy, Winter Design Temperature 13 degrees Fahrenheit, Ice barrier underlayment required No, Flood Hazard see FIRM maps, Air freezing Index 300, Mean Annual Temperature ~~60~~ 61.3 degrees Fahrenheit", Add after footnote k "l. Bottom of footing to be at 18" below grade." place "l" after Frost Line depth in the table';
- (20) Chapter 3, Section R301 Design Criteria, Table R301.5 footnote b. After "the plane of the truss." Add ", or the space is more than 10 feet from the point of entry to the attic space and no provision for attic storage is installed.";

- (21) Chapter 3, Section R302 Fire-Resistant Construction, ~~Exterior Wall Location R302.1 Exterior walls~~ Replace Table R302.1 with the following Amended R302.1 Table.

“AMENDED TABLE R302.1 EXTERIOR WALLS”

EXTERIOR WALL ELEMENT		MINIMUM FIRE RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	(Fire-resistance rated)	1 hour with exposure from both sides	0 feet
	(Not fire-resistance rated)	0 hours	> 3 feet
Projections	(Fire-resistance rated)	1 hour on the underside	0 feet
	(Not fire-resistance rated)	0 hours	> 3 feet
Openings	Not allowed	N/A	< 3 feet
	Unlimited	0 hours	> 3 feet
Penetration	ALL	Comply with Section R317.3 <u>R302.4</u>	< 3 feet
		None Required	> 3 feet

- (22) Chapter 3, Section R302 Exterior Wall Location, R302.1 "Exceptions" add "Exception ~~6~~ 4 -Open metal carport structures may be constructed within zero (0) feet of the property line without fire-resistive or opening protection when the location of such is approved as required by other adopted codes.";
- (23) Chapter 3, Section R303.3 Bathrooms—Add at end of paragraph, "Separate window or artificial light and mechanical ventilation system provided through exception shall be required for enclosed/segregated toilet, bath or shower spaces." ALSO, at end of Exception, add "Attic spaces are not considered outside for purposes of ventilation.";
- (24) ~~Chapter 3, Section R311.5.3.1 Riser height~~ Add at end of paragraph, "except that the top or bottom steps may vary by as much as ¾ inch";
- (24) (25) Chapter 3, Section ~~R311.5.3.3~~ R311.7.4.3 Delete entire Section and replace with the following. "Open risers. Open risers are permitted, provided that the opening between treads does not permit the passage of a 4-inch diameter sphere. Exception: The opening between adjacent treads is not limited on stairs with a total rise of 30 inches or less.";
- (25) (26) Chapter 3, Section R314.3.1 Alterations, repairs and additions. Exception 2. Installation, alteration or repairs of plumbing or mechanical systems are exempt from the requirements of this section. Add the word “electrical” after “repairs of.”
- (26) (27) Chapter 4, Section R403 Footings, Section R403.1 General—Add "Exception: Temporary buildings and unoccupied buildings not exceeding one story in height and 400 square feet in area shall be exempt from these requirements.";

- (27) ~~(28)~~ Chapter 4, Section R403 Footings Amend Figure R403.1(1) to require a minimum of 2, #4 steel bars in all footings;
- (28) ~~(29)~~ Chapter 4, Section R404 FOUNDATION AND RETAINING WALLS, Section R404.1.2.2 Add at end of section "In all cases Concrete and Masonry Foundation Walls or slabs, if placed directly to the footing, are to be attached to its footing with a minimum #3 vertical steel bar imbedded a minimum 12" into both the footing and the foundation wall and placed 6' o.k.o.c. and at every corner.";
- (29) ~~(30)~~ Chapter 4, Section R404 FOUNDATION AND RETAINING WALLS, Section R404.4 ~~R404.5~~-Delete Entire Section;
- (30) ~~(31)~~ Chapter 6 Wall Construction, Table R602.3.1, Delete text in footnote b. and Replace with "Studs to be laterally braced by a minimum ceiling joists, floor joists, or a ledger or beam holding ceiling or floor members."
- ~~(30)~~Chapter 8, Roof Ceiling Construction, Section 802.5 Allowable rafter spans, Section 802.5.1 Purlins;—Add at the end of the paragraph "If 2 by 6 braces are used, they may be spaced not more than 6 feet on center.";
- (31)Chapter 13 GENERAL MECHANICAL SYSTEM REQUIREMENTS, Section M1305 APPLIANCE ACCESS, ~~M1305.1~~ Appliance access for inspection service, repair and replacement—After "30 inches deep and 30 inches wide" add "and at least the height of the front of the appliance";
- (32)Chapter 13 General Mechanical System Requirements, Section M1305 Appliance Access, M1305.1.3 Appliances in attics. Exception: 2 delete "the passageway shall be not more than 50 feet (1520 mm) in length." And replace with "or where not more than 20 feet length of the passageway is a minimum 30 inches high and 22 inches wide, the entire passageway shall be not greater than 50 feet in length.";
- ~~(33)~~Chapter 15 EXHAUST SYSTEMS, Section ~~M1502 CLOTHES DRYER EXHAUST~~, ~~M1502.2~~ Duct Termination—Add after "openings into buildings." "Additionally exhaust shall not terminate within 3' of condensing units.";
- ~~(33)~~ (34) Chapter 15, Section M1502 CLOTHES DRYER EXHAUST, M1502.4.1 ~~M1502.5~~-add "Exception: Schedule 40 PVC pipe may be used if the installation complies with all of the following:
- i. The duct shall be installed under a concrete slab poured on grade and arranged to drain to the building exterior.
 - ii. The underfloor trench in which the duct is installed shall be completely backfilled with sand or gravel.
 - iii. The PVC duct shall extend not greater than 1 inch above the indoor concrete floor surface.

- iv. The PVC duct shall extend not greater than 1 inch above grade outside of the building.
- v. The PVC ducts shall be solvent cemented";
- (34) ~~(35)~~ Chapter 24, Fuel Gas, Section G2408 INSTALLATION, Section G2408.2 Elevation of ignition source. After "above the floor" Add "surface on which the equipment or appliance rest";
- (35) ~~(36)~~ Chapter 24, Fuel Gas, Section G2415 PIPING SYSTEM INSTALLATION, Section G2415.10 ~~2415.9~~ Minimal burial depth—Replace "12 inches" with "18 inches";
- (36) ~~(37)~~ Chapter 25 Plumbing Administration, Section P2503 Inspection and Tests, Section P2503.4 Building sewer testing—~~Delete "When required by local authority having jurisdiction," and~~ Replace "public sewer" with "location of the building clean out,";
- (37) ~~(38)~~ Chapter 27 PLUMBING FIXTURES, Section P2713 BATHTUBS, delete Section P2713.3 Bathtub and whirlpool bathtub valves;
- (38) Chapter 28 WATER HEATERS, Section P2803.6.1 Item 5. Replace text in Item 5 with "Discharge to an approved waste receptor or to the outdoors."
- ~~(39) Chapter 29 WATER SUPPLY AND DISTRIBUTION, Section P2903 WATER-SUPPLY SYSTEM, Section 2903.9.1 Service Valve—delete "with provision for drainage such as a bleed orifice or installation of a separate drain valve.";~~
- (39) ~~(40)~~ Chapter 34 ~~33~~, Electrical General Requirements, Section E3406 ~~E3306~~ Electrical Conductors and Connections, Section E3406.2 ~~E3306.2~~ Conductor material—Add at end of paragraph "The use of aluminum conductors shall be prohibited except for exterior uses and for underground service feeder for manufactured homes.";
- (40) ~~(41)~~ Chapter 36 ~~35~~, Services, Section E3601 ~~E3501~~ General Services, Section E3601.6.2 ~~E3501.6.2~~ Service disconnect location - Add at the end of paragraph "The distance from the point of entrance of a building or structure to the service disconnecting equipment enclosure shall not exceed 24 inches measured horizontally or 60 inches measured vertically.";
- (41) ~~(42)~~ Chapter 37 ~~36~~, BRANCH CIRCUIT AND FEEDER REQUIREMENTS, Section E3702 ~~E3602~~ BRANCH CIRCUIT RATINGS, Section E3702.3 ~~E3602.3~~ Fifteen- and 20-ampere branch circuits—Add at the end of the paragraph "Dwelling unit receptacle outlets installed in accordance with E3901.1 ~~E3801.1~~ and lighting outlets installed in accordance with E3903.1 ~~E3803.1~~ shall be limited to a maximum of 14 for 20 ampere and a maximum of 10 for 15 ampere branch circuits. Kitchen receptacle outlets installed in accordance with E3901.3.2 ~~E3801.3.2~~, and E3901.4 ~~E3801.4~~ shall not exceed 5.";

- (42) (43) Chapter ~~39~~ ~~38~~, Section ~~E3902~~ ~~E3802~~ Ground-Fault and Arc-Fault Circuit-Interrupter Protection, Section ~~E3902.3~~ ~~E3802.3~~—Outdoor receptacles - expand exception provided in Section ~~E4101.7~~ ~~E4001.7~~—by adding "as well as, exterior receptacles for outside holiday lighting so long as the minimum height above adjoining ground area is 7 feet.";
- (43) (44) Chapter ~~39~~ ~~38~~, Section ~~E3902~~ ~~E3802~~ GROUND-FAULT AND ARC-FAULT CIRCUIT-INTERRUPTER PROTECTION, Section ~~E3902.7~~ ~~E3802.7~~ Laundry, utility, and bar sink receptacles. Add "Exception: A single receptacle or duplex receptacle for two appliances located within dedicated space for each appliance that in normal use is not easily moved from one place to another, and that is cord and plug connected.";
- (44) (45) Chapter ~~39~~ ~~38~~ Section ~~E3907~~ ~~E3807~~ CABINETS AND PANELBOARDS, Add Section ~~3907.9~~ ~~3807.9~~ Mounting Height. Enclosures for switches or overcurrent devices shall be installed so the bottom of the enclosure is not less than 600 mm (2 feet) above finish grade or working platform unless specifically listed or approved for an alternate mounting height.;
- (45) (46) Chapter ~~42~~ ~~41~~ SWIMMING POOLS, Section ~~4206~~ ~~4106~~ EQUIPMENT INSTALLATION, Section ~~4206.5.1~~ ~~4106.5.1~~ Servicing. After "other normal maintenance" Add "unless otherwise approved, the maximum distance from the deck surface to the bottom of the luminaire face shall not exceed 24 inches.";
- (46) (47) Appendix G Section AG105 BARRIER REQUIREMENTS, Replace the text in ~~At the end of~~ Section AG105.2 Outdoor swimming pool -4. with "Where the barrier is composed of horizontal and vertical members and the distance between the tops of the two lowest horizontal members is less than 45 inches (1143 mm), then spacing between vertical members shall not exceed 1 ¾ inches (44 mm) in width, and any horizontal members shall have a nominal depth of no more than 1 ¾ inches (44mm) so as not to create a foothold. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1 ¾ inches (44 mm) in width.

* * *

- § 3. That Section 13-1402 of Article XIV MOBILE HOME AND TRAILER PARKS* of Chapter 13 of the Code of the City of Norman, Oklahoma, be amended to read as follows:

* * * * *

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(b) A permit issued by the City shall be required before any construction on a mobile home space or any structural addition or alteration to the exterior of a mobile home takes place. No construction or addition or alteration to the exterior of a mobile home located in a mobile home park shall be permitted unless of the same type of construction or materials as the

mobile home affected. No permit shall be required for the addition of steps, canopies, awnings or antennas.

(c) No structure other than a mobile home shall be permitted on a mobile home space, except a structure not exceeding one (1) story in height and three hundred fifty (350) square feet in area which structure;

- (1) Is used as an accessory to a mobile home,
- (2) The total coverage of buildings on such space does not exceed forty (40) percent including the mobile home and
- (3) All such accessory buildings are located no closer than five (5) feet to any lot line.

(d) Mobile home tie downs, alterations and additions shall be as required by Appendix E of the 2009 2006 International Residential Code for One and Two Family Dwellings as amended and modified by the Uniform Building Code Commission pursuant to 59 O.S. § 1000.23.

* * *

§ 4. 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.

NOT ADOPTED this _____ day of _____, 2012.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



TO: Brenda Hall, City Clerk
DATE: August 1, 2013
FROM: Leah Messner, Assistant City Attorney *LM*
SUBJECT: Publication of Ordinance O-1112-19

BACKGROUND:

On May 8, 2012, the City Council approved Ordinance O-1112-19 on second and final reading. Ordinance O-1112-19 amended Chapter 5 of the Code of Ordinances so as to adopt and amend the 2009 International Residential Code for One and Two Family Dwellings. Adoption of the Ordinance was required by the Oklahoma Uniform Building Code Commission in order to standardize municipal building codes statewide. Subsequent to adoption of this Ordinance, notice of its adoption was not published in the *Norman Transcript*.

DISCUSSION:

Title 11, Section 14-106 of the Statutes of the State of Oklahoma requires that “No ordinance having any subject other than the appropriation of monies shall be in force unless published or posted within fifteen (15) days after its passage. Every municipal ordinance shall be published at least once in full, except as provided for in Section 14-107 of this title.” In addition, Section 14-107 of Title 11 states:

If a municipal governing body enacts or adopts by reference ordinances which are compilations or codes of law or regulations relating to traffic, building, plumbing, electrical installations, fire prevention, inflammable liquids, milk and milk products, protection of the public health, or any other matters which the municipality has the power to regulate, such ordinances are not required to be published in full. Legal publication of such ordinances may be by publishing the title and a summary of their contents in the manner provided by Section 14-106 of this title.

Therefore, in accordance with these statutes, it is necessary for the City of Norman to publish the title and summary of Ordinance O-1112-19 within fifteen days after its adoption by City Council for it to become effective.

RECOMMENDATION:

Ordinance O-1112-19 is unlikely to be challenged as inapplicable from May 8, 2012 to present as no person has yet to raise this issue, and the 2009 International Residential Building Code for One and Two Family Dwellings has become a statewide building code

office memorandum

Brenda Hall, City Clerk
Ordinance O-1112-19
August 1, 2013
Page 2

standard due to the creation of the Uniform Building Code Commission. However, out of an abundance of caution, this Office recommends returning Ordinance O-1112-19 to Council to be readopted and published within fifteen days from the date of that adoption. Please let me know if you need anything else.

xc: Jeff Bryant, City Attorney



City of Norman, OK

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

Master

File Number: O-1213-49

File ID: O-1213-49	Type: Zoning Ordinance	Status: Consent Item
Version: 1	Reference: Item No. 6	In Control: City Council
Department: Planning and Community Development Department	Cost:	File Created: 05/07/2013

File Name: Bellatona Commercial Rezone

Final Action:

Title: CONSIDERATION OF ORDINANCE NO. O-1213-49 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 SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-1, LOCAL COMMERCIAL DISTRICT, AND REMOVE THE SAME FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED AT THE NORTHEAST CORNER OF 36TH AVENUE S.E. AND STATE HIGHWAY NO. 9)

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1213-49 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 6

Attachments: Text File O-1213-49 First Reading, O-1213-49, Bellatona Commercial Rezone Staff Report, Bellatona Commercial Lot Site Plan, Bellatona Protest Map, Bellatona Protest Letters 7-9-13, Bellatona Pre-Development Protest, 7-11-13 PC Minutes - R-1213-133 O-1213-49 PP-1213-18

Project Manager: Jane Hudson, Principal Planner

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	06/13/2013	Postponed				Pass
	Action Text:	A motion was made by Commissioner Boeck, seconded by Commissioner Gordon, that this Zoning Ordinance be Postponed . The motion carried by the following vote:					
1	Planning Commission	07/11/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	08/13/2013		Pass

Action Text: A motion was made by Commissioner Sherrer, seconded by Commissioner Gasaway, that this Zoning Ordinance be Recommended for Adoption at a subsequent City Council Meeting to the City Council, due back on 8/13/2013. The motion carried by the following vote:

Text of Legislative File O-1213-49

Body

SYNOPSIS: The existing site is undeveloped land and currently zoned R-1, Single Family Dwelling District. The applicant for the Bellatona Addition is in the preliminary platting stage. The Bellatona Addition has 692 single family lots, 12 open space blocks, a park area and six commercial two-acre lots. The residential portion of Bellatona Addition is directly north of the proposed site for this rezoning request. The applicant seeks to rezone the tract of land abutting State Highway 9 from R-1, Single Family Dwelling District, to C-1, Local Commercial District, for six two-acre commercial lots. Currently there is one existing undeveloped commercial lot zoned C-1 with a Special Use for a gas station, directly west of the proposed commercial lots. Summit Valley Addition is west of the proposed rezoning site which is an existing residential development that will be expanding with additional single-family lots to the north. Existing and proposed residential components will have a total of approximately 1,076 single family homes when completely built out. The addition of the commercial component in this area will help provide amenities within close proximity to the residential developments.

ANALYSIS: The proposed commercial development provides a buffer from State Highway 9 for the residential development, and will provide direct retail access for the residents in this area. The six two-acre lots are proposed to be C-1 without any special use attached to the properties. The general description of C-1, Local Commercial District is, "intended for the conduct of retail trade and to provide personal services to meet the regular needs and for the convenience of the people of adjacent residential areas. It is anticipated that this district will be the predominately used commercial district in the community. Because these shops and stores may be an integral part of the neighborhood closely associated with residential, religious, recreational and educational elements, more restrictive requirements for light, air, open space, and off-street parking are made."

The growing number of residential homes in the immediate vicinity indicates the need for access to commercial/retail development that will provide a variety of services. Siting commercial development within close proximity to residential development minimizes the need for trips outside the neighborhood. This commercial area will accommodate residents with retail uses in the immediate vicinity. Commercial development with adequate services is approximately two miles from this proposed development. Commercial development is typically located along main arterial corridors and this site meets the general pattern of development within the city limits.

SITE PLAN: The commercial component as proposed is comprised of six two-acre lots to contain one commercial building per site. The proposed commercial lots are divided by a collector street for the Bellatona Addition. This collector divides the middle of the six lots and provides another point of access for State Highway 9, other than 36th Avenue S.E. This additional access point will alleviate all traffic utilizing 36th Avenue S.E. as the only ingress/egress for the development. The site plan indicates sidewalks throughout the development to provide pedestrian access to the commercial lots. The commercial lots will utilize ample landscaping with a mix of large deciduous and evergreen trees and shrubs to buffer the residential development to the north and west.

OTHER AGENCY COMMENTS:

PARKS BOARD: There is no requirement for parkland with commercial development.

PUBLIC WORKS: All public improvements will be in accordance with City of Norman standards for required infrastructure.

STAFF RECOMMENDATION: Upon review of the rezoning request staff concludes that this proposal is within the typical growth pattern of commercial developments that serve residential developments. The C-1, Local Commercial District zoning will allow necessary retail and commercial developments to provide local retail and services for the single family homes to be developed in the near future.

Staff supports this rezoning request from R-1, Single Family Dwelling District to C-1, Local Commercial District for commercial development and recommends approval of Ordinance No. O-1213-49.

At their meeting of July 11, 2013, the Planning Commission recommended adoption of this ordinance by a vote of 6-0.

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 SOUTHWEST QUARTER OF SECTION TWO (2), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-1, LOCAL COMMERCIAL DISTRICT, AND REMOVE SAME FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (Generally located at the northeast corner of 36th Avenue S.E. and State Highway No. 9)

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

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

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

A tract of land located in the Southwest Quarter (SW/4) of Section Two (2), Township Eight (8) North, Range Two (2) West, of the Indian Meridian, Norman, Cleveland County, Oklahoma, described as follows:

Commencing at the Southwest Corner of said SW/4; Thence N00°45'12"W on the West Line of said SW/4 for a distance of 103.65 feet; Thence S89°51'58"E for a distance of 376.44 feet to the POINT OF BEGINNING; Thence N00°08'02"E for a distance of 312.01 feet; Thence S89°51'58"E for a distance of 845.00 feet; Thence S44°51'58"E for a distance of 35.36 feet; Thence S00°08'02"W for a distance of 237.01 feet; Thence S45°08'02"W for a distance of 35.36 feet to a point on the North Right-of-Way line of Oklahoma State Highway No. 9; Thence N89°51'58"W on said North Line for a distance of 601.46 feet; Thence S76°02'49"W on said North Line for a distance of 102.71 feet; Thence N89°51'58"W on said North Line for a distance of 143.91 feet to the POINT OF BEGINNING, containing 5.83 acres, more or less.

AND

A tract of land located in the Southwest Quarter (SW/4) of Section Two (2), Township Eight (8) North, Range Two (2) West, of the Indian Meridian, Norman, Cleveland County, Oklahoma, described as follows:

Commencing at the Southwest Corner of said SW/4; Thence N00°45'12"W on the West Line of said SW/4 for a distance of 103.65 feet; Thence S89°51'58"E for distance of 1370.45 feet to the POINT OF BEGINNING; Thence N75°53'01"W for a distance of 20.38 feet; Thence N37°52'29"W for a distance of 39.40 feet; Thence N00°08'02"E for a distance of 251.05 feet; Thence N45°08'02"E for a distance of 35.36 feet; Thence S89°51'58"E for a distance of 620.58 feet; Thence Southeasterly, on a curve to the right, having a radius of 60.00 feet, a chord bearing of S72°19'04"E, for a curve distance of 36.75 feet; Thence Northeasterly, on a curve to the left, having a radius of 50.00 feet, a chord bearing of N81°07'02"E, for a curve distance of 76.99 feet; Thence S89°51'58"E for a distance of 105.18 feet; Thence S12°35'44"E for a distance of 72.59 feet; Thence S00°08'02"W for a distance of 226.18 feet to a point on the North Right-of-Way Line of Oklahoma State Highway No. 9; Thence N89°51'58"W on said North Line for a distance of 451.84 feet; Thence S78°49'02"W on said North Line for a distance of 76.52 feet; Thence N89°51'58"W on said North Line for a distance of 299.11 feet to the POINT OF BEGINNING, containing 6.00 acres, more or less.

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

ADOPTED this _____ day of _____, 2013.

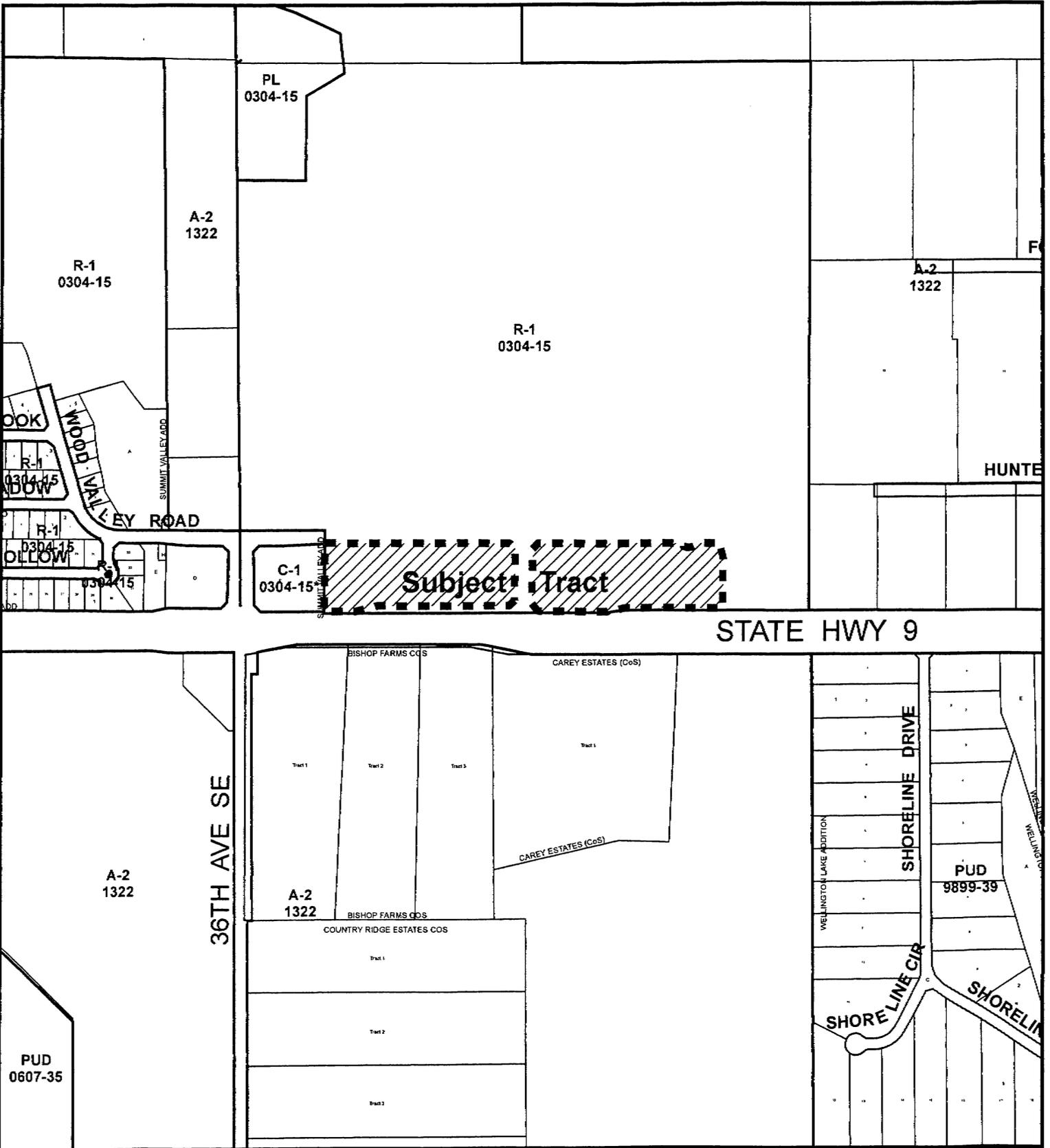
NOT ADOPTED this _____ day of _____, 2013.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



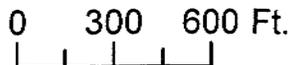
Location Map



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.



May 15, 2013



-  Subject Tract
-  Zoning 6-3

ORDINANCE NO. O-1213-49

ITEM NO. 7b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	MSDC Properties
REQUESTED ACTION	Rezoning to C-1, Local Commercial District
EXISTING ZONING	R-1, Single Family Dwelling District
SURROUNDING ZONING	North: R-1, Single Family East: R-1 and A-2 South: A-2, Rural Agricultural West: R-1 and C-1
LOCATION	Northeast Corner of 36 th Avenue S.E. and State Highway No. 9
SIZE	12.38 acres, more or less
PURPOSE	Commercial Retail Establishments
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Vacant East: Residential South: Park and Residential West: Residential
LAND USE PLAN DESIGNATION	Low Density Residential

SYNOPSIS: The existing site is undeveloped land and zoned R-1, Single Family Dwelling District. The applicant is in the preliminary platting stage for the Bellatona Addition requesting 692 single family lots, 12 open space blocks, park land block, and six commercial two-acre lots that border State Highway 9. Bellatona residential development is directly north of the proposed site for this rezoning request. The applicant seeks to rezone the tract of land abutting Highway 9 from R-1, Single Family Dwelling District, to C-1, Local Commercial District, for six two-acre commercial lots. Currently there is one existing commercial lot zoned C-1 with a Special Use for a gas station, O-0304-15, directly west of the proposed commercial lots; this lot remains undeveloped. Summit Valley Addition is directly west of the proposed rezoning site which is an existing residential development that will be expanding with additional single family lots to the north. Existing and proposed residential components will have a total of

approximately 1,076 single family homes when completely built out. Rezoning approximately 12 acres for six commercial lots from R-1 to C-1 will provide amenities within close proximity to the residential developments.

ANALYSIS: The proposed site plan for the commercial development provides a buffer for the residential development from State Highway 9 and will provide direct retail access for the residential component of the development. The location for the commercial development is adjacent to the existing commercial lot directly west of the site that has a Special Use for a gas station. All six two-acre lots are proposed to be C-1 without any special use. According to Chapter 22 Zoning Code the general description of C-1, Local Commercial District is, "intended for the conduct of retail trade and to provide personal services to meet the regular needs and for the convenience of the people of adjacent residential areas. It is anticipated that this district will be the predominately used commercial district in the community. Because these shops and stores may be an integral part of the neighborhood closely associated with residential, religious, recreational and educational elements, more restrictive requirements for light, air, open space, and off-street parking are made." For example, the C-1 lots may provide services such as retail uses, child care, salon, dry cleaner, gift shop, bakery, book store, and business offices such as an insurance company, restaurant or a pet shop.

The growing number of single family residential homes in the immediate vicinity indicates the need for access to commercial/retail development that will provide a variety of services. Siting commercial development within close proximity to residential development minimizes the need for trips outside the neighborhood. This commercial area will accommodate residents with retail uses in the immediate vicinity. Commercial development with adequate services is not closer than two miles, and it is a mile to the closest gas station. Commercial development is typically located along main arterial corridors and this site meets the general pattern of development within the city limits.

SITE PLAN: The proposed commercial parcels are included on the Bellatona Addition Preliminary Plat site plan. The commercial component is comprised of six two acre lots for six separate parcels to contain one commercial building per site. The proposed commercial lots are separated by a collector street for the Bellatona addition that will separate the six lots and provide another point of access off State Highway 9 other than 36th Avenue S.E. to alleviate all traffic utilizing 36th Avenue S.E. as the only ingress/egress. The commercial lots provide a buffer for the residential component from State Highway 9. The site plan indicates sidewalks on both sides of all streets throughout the development to provide pedestrian access to the commercial lots. The commercial lots will utilize ample landscaping with a mix of large deciduous and evergreen trees and shrubs to buffer the residential development to the north and west.

OTHER AGENCY COMMENTS:

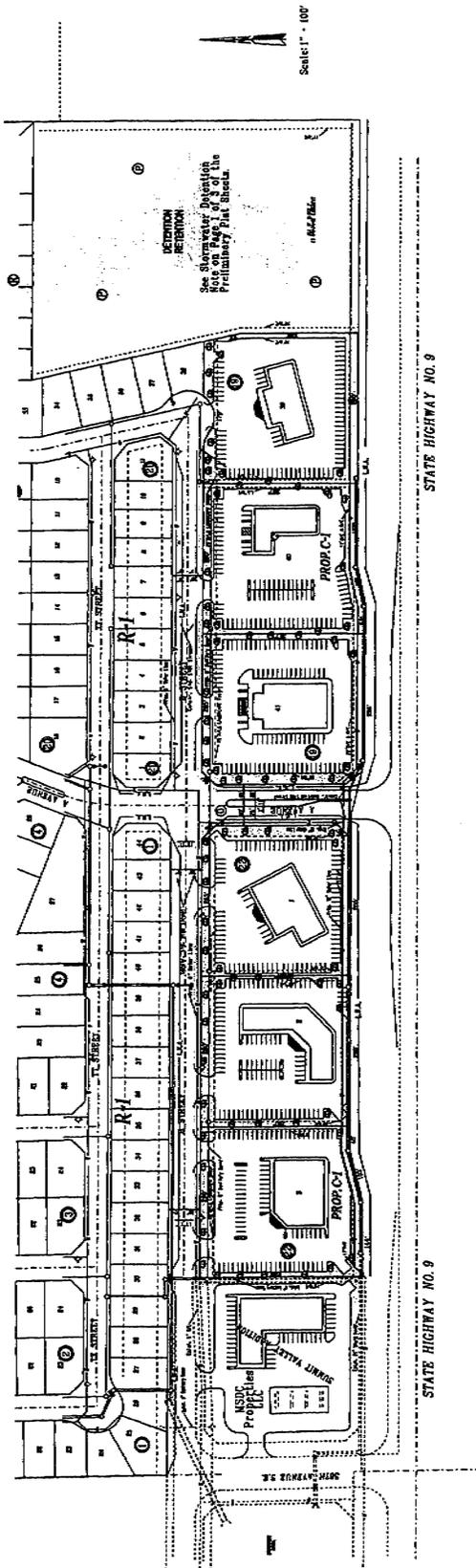
- **PARK BOARD** There is no requirement for parkland with commercial development.
- **PUBLIC WORKS** All public improvements will be in accordance with City of Norman standards for required infrastructure.

STAFF RECOMMENDATION: Upon review of the rezoning request staff concludes that this proposal is within the typical growth pattern of commercial developments that serve residential developments. The C-1, Local Commercial District, zoning will allow necessary retail

and commercial developments to provide immediate local retail and service uses for the 1076 single family homes to be developed in the near future.

Staff supports this rezoning request of the proposed commercial lots from R-1, Single Family Dwelling District, to C-1, Local Commercial District, for commercial development and recommends approval of Ordinance No. O-1213-49.

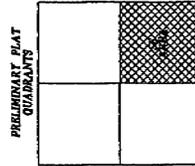
BELLATONA ADDITION PRELIMINARY PLAT COMMERCIAL LOTS SITE PLAN



LANDSCAPE LEGEND

- TREE
- SHRUB
- GRASS
- ▭ BUILDING
- ⊥ TYP. PARKING STALL - 9' XIP SPACE

SPACING OF TERS TO COMPLY WITH CITY STANDARDS



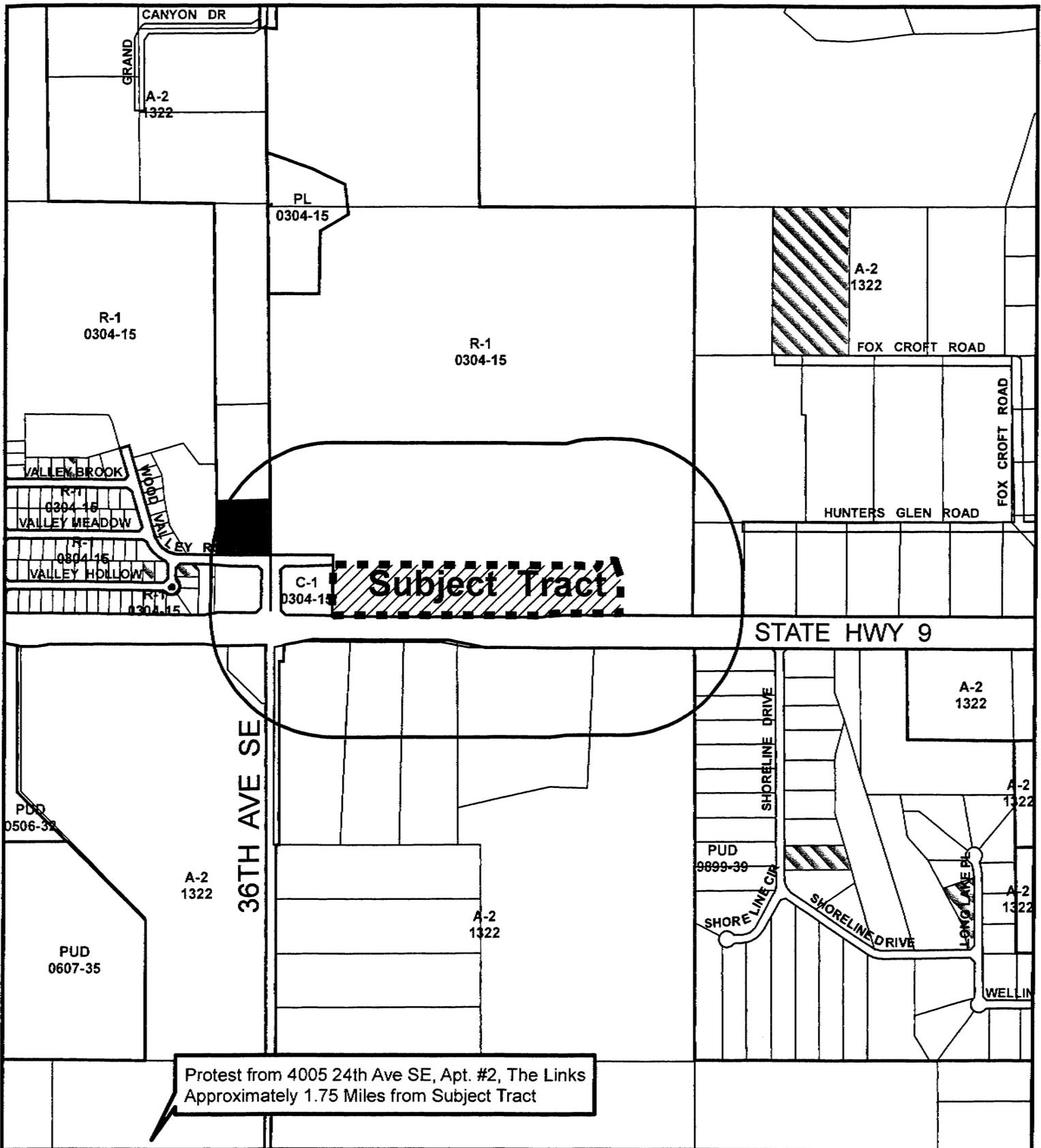
NOTES

1. All lots to be subdivided to conform with the plat shown on this drawing. These drawings are subject to the approval of the City Engineer.
2. L&A - See the units of the same. See also L&A 1 of 3 in Preliminary Plat for L&A 1.
3. BUILDING FOOTPRINTS ARE APPROXIMATE. THESE ARE TO BE USED AS A GUIDE ONLY AND NOT CONSIDERED AS A BASIS FOR CONSTRUCTION.

CPES
ENGINEERS
SURVEYORS
PLANNERS
City Planning & Engineering Services
 10100 N. 10th St., Suite 200, Phoenix, AZ 85020-1010
 P.O. Box 1111, Phoenix, AZ 85001-1111
 (602) 955-1111

**BELLATONA ADDITION
PRELIMINARY PLAT**

Sheet 1 of 1 P-046



Protest Map

2.50% Protest Within Notification Area



Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316

The City of Norman assumes no
responsibility for errors or omissions



Scale: 1" = 800'

-  Subject Tract
-  Protest
-  Notification Area
-  Protest Outside Notification Area

Bill and Brenda Dunham
3424 Valley Hollow
Norman, OK 73071

OFFICE OF
MAYOR

APR 22 2013

April 15, 2013

Office of the Mayor
201 West Gray St
Norman, OK 73069

RE: Revised Preliminary Plat for Summit Valley Addition, Preliminary Plat for Bellatona Addition, and Rezoning of Tract 3. PD13-09 & PD13-10

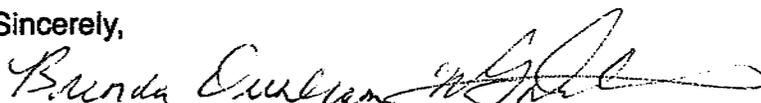
To Whom It May Concern,

As residents and property owners in Summit Valley, we are deeply concerned and object to rezoning from R-1 to C-1 of Tract 3 referenced above: the section of land on the North side of Highway 9 between 36th Ave SE and 48th Ave SE.

We believe introducing C-1 commercial development into our residential area will devalue our property, create nuisance, and attract unwanted non-residence traffic.

- Commercial development in this area is inconsistent with Norman's 2025 plan which indicates that commercial properties should be developed closer to the city before sprawling out to more rural areas to revitalize downtown and prevent urban sprawl.
- Commercial development along Highway 9 would be inconsistent with the scenic beauty along the corridor from Norman to Lake Thunderbird.
- Commercial property in this location would destroy the proposed bike path from McGee to Lake Thunderbird.
- Parking lots of commercial properties will increase water runoff into the David Blue Creek, which is part of the Lake Thunderbird watershed. This increases the possibility of flooding as well as contamination of Norman's water source.
- Increased traffic will be a nuisance to area residents.
- Commercial properties are a source of light pollution (e.g., lighted signs on all night, increased frequency of truck and car headlights until late at night, parking lot lights on all night).
- Commercial properties are a source of sound pollution (e.g., early morning truck deliveries, commercial dumpster emptying, car doors, people in the parking lots talking and making other noise late at night).
- Commercial properties are a source of litter.
- Commercial properties will attract people who do not live in the area and who are not concerned with keeping it clean, safe, and beautiful.

Sincerely,


Bill and Brenda Dunham

FILED IN THE OFFICE
OF THE CITY CLERK
ON 4/24/13

Dear City of Norman Planning Commission,

Please vote, "no" to commercial rezoning along Hwy-9 (PD13-09 & PD13-10) for the reasons stated below.

- 1) Growth should, "promote a compact urban area by directing development into areas within...existing infrastructure areas" (2025 plan; p. 9). The proposed rezoning is outside of serviced areas.
- 2) Development should be restricted in aquifer recharge areas and flood plains to protect water quality (2025 plan; p. 9). This property drains directly into the Dave Blue creek, which feeds L. Thunderbird. The property is also over the rapid-recharge area for the Garber-Wellington aquifer¹.
- 3) The city should "support infill development on properties that have been skipped over within the urban areas" (2025 plan; p. 9). As of 1 May 2013, there were 58 empty commercial spaces, 7 empty office spaces, 474.6 acres of undeveloped land [zoned as commercial, office/med, industrial, PUD, and agricultural (i.e. vacant)]² in SE Norman³ that are already serviced with utilities. Much of this acreage (about 60%) is currently for sale.
- 4) Greenways and open spaces should be adjacent to highways to provide buffer zones (2025 plan; p. 12). Highway 9 is a designated greenbelt (Greenway Master Plan; p. 5). The proposed rezoning (along with the 2 ac already zoned commercial on the NE corner of Hwy9/36thSE) would be the largest commercial tract in all of SE Norman⁴. Additionally, this tract of land is visible from over a mile away in either direction, making commercial development at this site even more at odds with the intent for this highway to remain a scenic corridor.
- 5) Flooding regularly occurs where the Dave Blue creek passes under 36thSE, 48thSE, and 60thSE (Storm Water Master Plan; p. 5-4). The additional runoff from 14 acres of impervious surfaces will undoubtedly tax the creek even more. The 2005 estimate on bridge rebuilding at 48thSE is \$1.8 mil (Storm Water Master Plan; p. 6-1).
- 6) There are limited lines of sight (< ¼ mile in one or the other direction) at the proposed entrances to the commercial property leading to an increased potential for traffic accidents on what is one of the most dangerous/deadly roads in Oklahoma⁵.
- 7) Noise projections for the widening of Hwy 9 indicate 17 residences will be subject to unacceptably high noise (Environmental Impact Statement, ODOT; p. 4). Most of these houses are within 1 mi of the potential commercial zoning. The increased noise from delivery vehicles, trash pick-ups, and extra traffic would worsen the problem and force the state to take more stringent and expensive noise reduction actions (such as concrete walls, tree lines, etc).
- 8) Rezoning to commercial will cost Oklahoma and city of Norman taxpayers unnecessarily. The property owners have not sold property rights to the state for the widening of Hwy 9. Commercial properties are valued at 3-4 times more than their residential counterparts⁶. (The \$307,900 price reduction touted by the developers for the 2-ac lot on the NW corner of Hwy9/36thSE on 19 Apr 2013 is the same amount by which they increased the lot price on 1 Apr 2013⁷.)
- 9) Development should be prohibited on unopened section line roads (2025 plan; p. 9). 36thSE is unopened to the north of Hwy 9. Also, this property is not clustered around the intersection of Hwy 9/36thSE, but spread over ½ mile along the face of the highway, so it does not strictly meet the applicant's claim that it is at the intersection of a major arterial and section line road. Moreover, the primary entrance to the property is not at a section line road, but midway between section line roads.
- 10) Commercialism, when adjacent to residential areas, contributes to decreased neighborhood stability via higher violent crime rates⁸ and homeowner turnover. Consideration of sales records in Norman shows that homes that are adjacent to commercial districts suffer from higher homeowner turnover and lower resale prices than homes elsewhere in the same additions. However, consideration of neighborhoods adjacent to Highway 9 show no statistical difference in turnover rates or resale prices for those houses that are next to the highway v. those that are not⁹. Please recall that ward 5 has only 2 police officers in regular patrol.
- 11) The applicants state this rezoning would extend already existing commercialism at Hwy 9 & 24thSE. They also note, "existing commercial developments to the south." There are no commercial developments south of the proposed site and the only commercialism at 24th is the

Sinclair station and Crosslands. Moreover, zoning classes to the immediate west, south, and east of the proposed rezoning are agricultural. Making the proposed site commercial is highly incompatible with surrounding land uses (i.e. spot zoning)¹⁰.

- 12) The applicants state there are “no adverse effects” on surrounding properties. However, at the predevelopment meeting, area residents voiced a number of adverse effects (such as litter, safety of neighborhood children, noise, increased crime, etc) and asked the developers to modify their plans accordingly. They refused all such requests, telling homeowners, “that’s just city livin’ ” in response to some concerns. Other problems (such as runoff, traffic control, increased police presence, etc), they said would have to be addressed by the city (at a cost to Norman taxpayers).
- 13) The applicants state the rezoning would provide “convenience of commercial businesses for the residents.” However, by their admission, this convenience already exists. On their website advertising Summit Valley, the developers state, “...shopping, and services are just minutes away” that it’s an ideal location for “homeowners who want it all.”¹²

In short, we are at a loss to figure out whom this rezoning benefits outside of the developers. It is inconsistent with the 2025 Plan, it is inconsistent with recommendations in the Storm Water Master Plan, it is inconsistent with the Greenways Master Plan, it contributes to a growing problem of commercial blight in SE Norman, it will adversely affect water quality in L. Thunderbird and the Garber-Wellington aquifer, it comes at a high cost to Oklahoma and Norman taxpayers, it is unclear how this will impact the widening of Hwy 9, it is in opposition to area residents’ wishes, and, according to the developer’s own advertising, is unnecessary. Please vote “no” to commercial rezoning along Hwy 9!

Thank you for your consideration in this matter.

Kevin Smith and Heather Reeves
3555 SH9E
Norman, OK 73071



¹ According to USGS maps.

² Acreage for this and all other claims is from Cleveland County Assessor.

³ SE Norman is defined as areas within Norman city limits that are on or east of Jenkins and on or south of Alameda.

⁴ The next largest existing commercial tract is 10.8 acres (the Dollar-tree strip mall and associated satellite stores/restaurants on the SW corner of Alameda and 12thSE).

⁵ According to the Oklahoma Department of Transportation. Highway 9 is sometimes referred to as “death row” by locals.

⁶ Price estimates are based on the current asking price for the 2-acre commercial lot on the NE corner of Hwy 9/36thSE and current asking prices for undeveloped lots in Summit Valley.

⁷ Proof of the price fluctuations is available at www.stop-rezoning.info

⁸ A 2009 FBI study demonstrates that violent crime rates increase significantly for residences close to commercial properties. Rates are even higher for low-density or unstable (i.e. high resident turnover) neighborhoods.

⁹ These neighborhoods are adjacent to Hwy 9 where daily traffic counts are about 27,000. The traffic counts near the proposed rezoning site are about 17,000. Traffic counts are from ODOT. Sales statistics are from the Cleveland County Assessor.

¹⁰ The 2025 plan states that mixed-use development should occur in existing urban service areas and be compatible with surroundings (p. 9)

¹¹ http://www.doncies.com/newhomes/community_profile.asp?cid=4

2701 Shoreline Drive
Norman, Oklahoma 73026

June 3, 2013

Dear Planning Commission,

I am writing to urge you to reject the request to rezone the northeast corner of 36th Avenue S.E. and State Highway 9 from R-1 to C-1. The request contravenes nearly all the goals of the 2025 master plan and places the economic interests of a single developer over the carefully considered long-term land use preferences of the citizens of Norman.

I am a homeowner in the Wellington Lake addition, which is only a short distance from the proposed zoning deviation. Although our neighborhood does not lie within the mandatory notice area of 350 feet, we nevertheless would be negatively impacted by a strip of commercial development very close to the entrance to our addition. I strongly dispute the application claim that the commercial development would result in "no adverse effects" on surrounding properties. I consider the additional traffic, trash, lighting, run-off and an unsightly "retail strip mall" in the middle of a designated greenbelt (Highway 9) all significant adverse effects.

The application also claims that deviating from the 2025 Plan will provide the "convenience of commercial businesses" for nearby residents. I can assure you that I have no interest in such convenience. It is insulting to be told that a commercial development that I strongly oppose is for my own benefit.

Norman's 2025 land use master plan "represents the values of the Norman citizenry." I urge the Planning Committee to honor those values and deny this request to deviate from them.

Sincerely,



Mary Sue Backus
msbackus@ou.edu

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-4-13 *MC*

out

To whom it may concern,

I am writing today in an effort to stop the rezoning of Summit Valley. Why in the world does Norman need 12 acres of commercial property on Hwy 9? Are there not enough VACANT properties in the area already? 12th Ave. S.E. @ Lindsey, Classen Blvd. @ Hwy 9. What about the HUGE development @ 24th N.W. @ Robinson? What about "NORMAN 2025"? Urban sprawl? The hypocrisy of even considering this development is unbelievable. I believe you would throw all common sense and ethics out the window because the name on the application is Don Cies Realty. It's apparent money talks in the City of Norman and the common taxpayer doesn't have much say, other than one vote. What a shame. I hope you don't rezone this 12 acres. I can't think of one good reason to spread business out like this.

Michael N. Cloyes

3405 Valley Hollow

Norman, Ok. 73071



6/6/13

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-10-13

out

4005 24th Ave SE
Apartment #2
Norman, OK 73071

OFFICE OF
MAYOR
OFF:
JUN 11 2013 JUN 11 2013

July 7, 2013

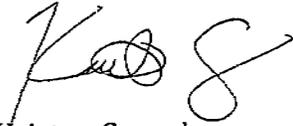
Office of the Mayor
201 West Gray St.
Norman, OK 73069

To Whom It May Concern:

I have been notified that an attempt is being made to rezone 12 acres of land along Highway 9 between 36th Ave SE and 48th Ave SE. I am troubled by this news for several reasons. Firstly, this attempt to commercially-zone this property seems wasteful. I currently live at The Links apartment complex in southeast Norman, and on my 3-mile drive to work, I pass at least 6 vacant storefronts/commercial lots. These vacancies are not far from the proposed rezoning, and, to be honest, I am not sure why exactly there is a need for more commercial properties in an area where businesses are so clearly having financial difficulties. Secondly, I see no need for commercial development along Highway 9, which is mostly surrounded by wooded areas. The drive along Highway 9 is relatively picturesque; commercial development would only serve to disrupt the scenery along the highway. Lastly, I feel that one of the greatest advantages to living in southeast Norman is its separation from the "urban" feel of the center of Norman, north Norman, etc. Adding commercial property to a relatively rural area will only upset the people that currently live there, myself included. I hope that my concern is listened to and is respected. Please consider my opinion, as well as the opinions of others, in the decision-making process.

I appreciate your understanding in this matter and I hope that something can be resolved in the near future.

Sincerely,


Kristen Cassady

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-11-13

out

Robert Robinson
3225 Valley Brook
Norman, OK 73071

OFFICE OF
MAYOR
JUN 24 2013 JUN 24 2013

Office of the Mayor
201 West Gray St.
Norman, OK 73069

This letter is to request that the City of Norman's Planning Commission deny the rezoning application of MSDC Properties (Don Cies Realty). MSDC Properties is requesting that twelve acres at the northwest corner of Highway 9 and SE 36th St. be rezoned from R-1 to C-1. It is my belief that this rezoning is unneeded, ill conceived and an attempt to compensate the developer for sluggish residential sales in the area.

The application states the rezoning will provide "convenience of commercial business for the residents of the subdivision". Rather than a convenience I believe the inherent increase in traffic, light pollution, noise pollution and litter that come with commercial development would be a nuisance to the residents of the subdivision. There is already adequate commercial development similar to that proposed at the intersection of Highway 9 and SE 24th St. and at Highway 9 and U.S. 77 (SE12th).

This sort of rezoning/commercial development is a major contributor to urban sprawl which the City of Norman should avoid if at all possible. It is my understanding that the City's Norman 2025 Plan speaks to development that keeps the central part of the city vital and avoids the sprawl that has damaged so many other cities.

I am requesting that you deny the application for rezoning as requested by MSDC Properties (Don Cies Realty). Please consider the quality of life that the residents of the neighborhood desire over the profit of the business requesting the rezoning.

Respectfully,



Rob Robinson

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-24-13

out

Norman Planning Commission
(Menzies)
City Of Norman
PO BOX 370
201-A West Gray
Norman, OK
73070

(James & Jeannette *Menzies*)
2720 Long Lake Place
Norman, OK
73026

Date: 06/29/13

We are writing in reference, to the notification of the planning commission hearing, of the Summit Valley rezoning. This being along Highway 9 between 36th - 48th SE. If this rezoning is allowed, it would set a precedence for any future attempts of commercial development. We live in the Wellington Lake division, which is situated in countryside and envelopes the area in question. New businesses in this area will not only cause increased noise, light pollution, accidents and also increase criminal activity. With reference to accidents, have you done a traffic volume study and how the rezoning will impact this already congested area. In particular during rush hour as the turnings in this area are dangerous as it is. This area of Norman consists mainly of countryside and should remain as such. We must categorically state, that we are totally against the Summit Valley rezoning.

Yours Sincerely

James & Jeannette Menzies

Cell: 405-996-8271
Email: jeannette_menzies@yahoo.co.uk

CC: Tammy Howard Cleveland County Clark

FILED IN THE OFFICE
OF THE CITY CLERK
ON July 2, 2013
(*lib*)

OFFICE OF
MAYOR
JUL 08 2013

City of Norman, City Clerk
PO Box 370
Norman, OK 73070

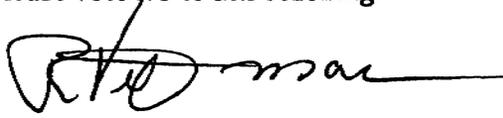
Dear Sir or Madam,

I'm writing to you to respectfully urge you to decline the request to rezone 12 acres of land to commercial along highway 9. I live in an adjacent neighborhood and I don't welcome this.

We are all concerned about the negative side effects of this zoning, should it be passed. It would draw people into our neighborhoods that don't live there. So many crimes, such as burglaries and child predation are crimes of opportunity. Putting commercial properties out where there is very little police presence puts our neighborhood at an increased threat for these types of crimes. Many of us chose to move out here to avoid busy crowded roads, but this commercialism will act to increase traffic through our neighborhoods and along the highway. Lastly, we really appreciate the natural beauty of the highway - it's a major reason we chose to live in this location. Almost all the way from I-35 to Lake Thunderbird is preserved as a greenway. Putting commercial zoning at this point along the highway would be at odds with the rest of the highway, especially considering that this area is so rural and surrounded by agricultural zonings.

This commercialism is also bad for the city at large. It would draw retail dollars away from the city core, cause the city more money for road maintenance as commercial activities are a lot harder on pavement, and it's a threat to the water quality in Lake Thunderbird as the property slopes toward a creek that drains into the lake. Please vote NO to this rezoning.

Signature:

 7/6/2013

Name:

Richard Vidmar

Address:

4301 FOX CROFT RD
NORMAN, OK 73026

FILED IN THE OFFICE
OF THE CITY CLERK
ON 7-8-13

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JUNE 13, 2013

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 13th day of June 2013. 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.

Vice Chairman Tom Knotts called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Curtis McCarty
Cindy Gordon
Dave Boeck
Sandy Bahan
Tom Knotts

MEMBERS ABSENT

Jim Gasaway
Roberta Pailles
Andy Sherrer
Chris Lewis

A quorum was present.

STAFF MEMBERS PRESENT

Susan Connors, Director, Planning &
Community Development
Jane Hudson, Principal Planner
Janay Greenlee, Planner II
Ken Danner, Subdivision Development
Manager
Roné Tromble, Recording Secretary
Jeff Bryant, City Attorney
Leah Messner, Asst. City Attorney
Larry Knapp, GIS Analyst II
Terry Floyd, Development Coordinator
David Riesland, Traffic Engineer

* * *

Item No. 14, being:

RESOLUTION NO. R-1213-133 – MSDC PROPERTIES REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1213-10) FROM LOW DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF 36TH AVENUE S.E. AND STATE HIGHWAY NO. 9.

ORDINANCE NO. O-1213-49 – MSDC PROPERTIES REQUESTS REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, TO C-1, LOCAL COMMERCIAL DISTRICT, FOR PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF 36TH AVENUE S.E. AND STATE HIGHWAY NO. 9.

PP-1213-18 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY MSDC PROPERTIES, L.L.C. (CLOUR PLANNING AND ENGINEERING SERVICES) FOR BELLATONA ADDITION (FORMERLY A PART OF SUMMIT VALLEY ADDITION) FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 36TH AVENUE S.E. BETWEEN EAST LINDSEY STREET AND STATE HIGHWAY NO. 9.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Memo
3. Applicant's Request for Postponement

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Dave Boeck moved to postpone Resolution No. R-1213-133, Ordinance No. O-1213-49, and PP-1213-18, the Preliminary Plat for BELLATONA ADDITION, to the July 11, 2013 Planning Commission Meeting. Cindy Gordon seconded the motion.

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

YEAS	Curtis McCarty, Cindy Gordon, Dave Boeck, Sandy Bahan, Tom Knotts
NAYS	None
ABSENT	Jim Gasaway, Roberta Pailles, Andy Sherrer, Chris Lewis

Ms. Tromble announced that the motion, to postpone Resolution No. R-1213-133, Ordinance No. O-1213-49, and PP-1213-18 to the July 11, 2013 Planning Commission meeting, passed by a vote of 5-0.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 11, 2013

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 11th day of July 2013. 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 Chris Lewis called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Jim Gasaway
Andy Sherrer
Cindy Gordon
Sandy Bahan
Tom Knotts
Chris Lewis

MEMBERS ABSENT

Curtis McCarty
Roberta Pailes
Dave Boeck

A quorum was present.

STAFF MEMBERS PRESENT

Susan Connors, Director, Planning &
Community Development
Jane Hudson, Principal Planner
Janay Greenlee, Planner II
Ken Danner, Subdivision Development
Manager
David Riesland, Traffic Engineer
Roné Tromble, Recording Secretary
Leah Messner, Asst. City Attorney
Larry Knapp, GIS Analyst II
Terry Floyd, Development Coordinator

* * *

Item No. 7, being:

RESOLUTION NO. R-1213-133 – MSDC PROPERTIES REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1213-10) FROM LOW DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF 36TH AVENUE S.E. AND STATE HIGHWAY NO. 9.

ITEMS SUBMITTED FOR THE RECORD:

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

ORDINANCE NO. O-1213-49 – MSDC PROPERTIES REQUESTS REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, TO C-1, LOCAL COMMERCIAL DISTRICT, FOR PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF 36TH AVENUE S.E. AND STATE HIGHWAY NO. 9.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Commercial Lots Site Plan

PP-1213-18 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY MSDC PROPERTIES, L.L.C. (CLOUR PLANNING AND ENGINEERING SERVICES) FOR BELLATONA ADDITION (FORMERLY A PART OF SUMMIT VALLEY ADDITION) FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 36TH AVENUE S.E. BETWEEN EAST LINDSEY STREET AND STATE HIGHWAY NO. 9.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Revised Preliminary Plat
6. Request for Alley Waiver for Commercial Property
7. Pre-Development Summary
8. Greenbelt Commission Comments
9. Excerpt of Minutes – June 13, 2013 Planning Commission

PRESENTATION BY STAFF:

1. Janay Greenlee – This is a Norman 2025 Land Use and Transportation Plan amendment from Low Density Residential to Commercial Designation at the northeast corner of 36th Avenue S.E. and State Highway 9. This is the existing 2025 Land Use and Transportation Plan site map. The existing land use is low density residential. The proposal is to commercial land use designation. Also, rezoning from R-1, Single Family Dwelling District, to C-1, Local Commercial. The existing zoning is R-1. Currently the land is vacant. MSDC Properties proposed land use amendment and rezoning request – just a general overview. We're going from low density residential to commercial designation. The rezoning request is from R-1 to C-1. This includes six two-acre parcels that will be accessed from the interior collector street with individual buildings on each two-acre lot is on the proposed site plan. Existing 2.2 acre commercial lot already exists; C-1 with a Special Use for a gas station that passed in October of 2003 and abuts the proposed rezoning/land use site. According to the Norman 2025 Land Use Plan, we look at two criteria before a land use designation change is supported by City staff. Those two criteria are: a change in circumstances from development in the general vicinity that suggests change will not be contrary to the public interest, and there is a determination that the proposed change would not result in adverse land use or traffic impacts to surrounding properties. In examining these two criteria, this is what we found. Summit Valley Addition currently has 147 existing lots, 237 preliminary platted, and 692 preliminary platted lots in Bellatona, for 1,076 single-family lots.

Also, the 2025 Plan supports commercial development along section line roads and highway corridors. Commercial development buffers neighborhoods and provides services locally. C-1 with a Special Use for a gas station was approved in October of 2003. ODOT will begin Highway 9 improvements to go out to bid starting in 2013 from 24th Avenue S.E. to about 1/3 mile past 36th Avenue S.E. with a light proposed at the 36th Avenue S.E. intersection. A traffic study was conducted in November 2009 that concluded the level of service will not be negatively impacted. The rezoning request is R-1, Single Family, to C-1, Local Commercial. C-1 is typically located on arterial roads and highways buffering neighborhoods and is to provide amenities and services and goods in the immediate vicinity. Closest services and goods from this site are approximately two miles. The existing C-1 with a Special Use for a gas station, O-0304-15, abuts the proposed rezoning site directly to the west. Local commercial is designed to provide local services for residents in the immediate area, which could be anything from a child care, gift shop, professional businesses and offices, retail, restaurant, or even a salon. The need for local amenities and services is increasing in the vicinity due to the projected 1,076 single-family homes to be built in the near future. We had a protest of 2.5%. After review of the proposal, staff recommends approval of Resolution No. R-1213-133 and rezoning from R-1 to C-1, Local Commercial, Ordinance No. O-1213-49. Criteria is met to recommend approval and the proposal is within the typical growth pattern to serve growing population in local neighborhoods. I'd be happy to answer any questions. The applicant and his representative are here.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, 136 Thompson Drive, representing the applicant – I appreciate staff's overview of that. As you heard, what is before you tonight is a large tract – you see it right there – but what I want you to understand is that really there are three items on the agenda. One of them is a rezoning. One of them is a 2025 Plan change. And one of them is a preliminary plat. Only the preliminary plat is dealing with that entire large tract. The rezoning and the 2025 Plan change are only dealing with a small strip along Highway 9. So as we talk about this tonight that's important that you please understand we're not proposing any land use change or 2025 change or rezoning change on the bulk of that entire property. That would just be a preliminary plat.

That is the development – you see it right there – called Bellatona Addition. Highway 9 across the bottom here and what's the focus of our discussion tonight is six commercial lots right there across the bottom of it. This is, I believe, 600 and some homes. I'm going to show you that in just a minute and it goes all the way up to Lindsey, all the way down to Highway 9. Again, all of this is already zoned R-1, Single Family, and that's the zoning for it that we haven't changed at all. So all of that is virtually already approved. Again, that's the subject tract. What I really want you to pay attention here, this is current Norman 2025. Now, on Norman 2025 what we show for single-family residential is that light yellow. When you look at that map, you see a massive area of light yellow – single-family residential. So 2025 – our adopted policy – says that a massive area – this area around Norman – is going to be covered with single-family homes. That's our goal. That's our plan. What you don't see in all of that massive yellow area is much red or much institutional or much of anything else. All you see is the yellow. We know that residences need services – that they need places to go shop. We've heard many times from this microphone neighborhoods come up and say they want services. I can recall just last year when Cascade neighborhood fought and opposed a zoning that we were doing to change commercial to multi-family with the argument that they wanted the commercial because they didn't have a gas station, because they didn't have enough shopping. They wanted it next to them. Residents want that. Now what you won't hear tonight is the voices of the thousands of people that are going to live right there. What you might hear tonight is the voices of a few that live there now, but you need to understand that as we develop this area over the next few decades, there will be thousands of people that are going to live right there that will need services and that aren't here to speak tonight. What is there is one tiny little lot – you see it right there – it's a two-acre lot. That is zoned C-1 with gas station as a special use, but that is all that is there. So that little two-acre tract is going to carry the burden of supporting this entire area of

yellow that's already zoned and planned for single-family. There's the zoning again – R-1, C-1 down on that one tract. Again, we're not changing those zonings, except for the proposal of the edge right down here. There's the plan against the aerial. What you see at the bottom is what is being discussed tonight. You see the six commercial tracts – two-acre tracts – C-1, C-1, neighborhood scale right next to one that is already zoned and platted for C-1. You see the addition up here. What this doesn't show is, again, the preliminary plat and approval of this entire R-1, Single Family that is right over here as well. So 1,076 homes will be sitting right on top of Highway 9 right there.

The proposal tonight is to do one small strip right here of multiple lots to support and serve that neighborhood, and we're going to talk extensively about why that is a good idea and why you should approve it, as staff just stood here and told you as well. So 1,076 homes. If we have 2.5 people per home, that's 2,000 to 3,000 people that are going to be living right there that are going to need all of the things that Janay just stood here talking about – child care, shops, retail, services. They'll all be clamoring for it. That's what it looks like. We've spent considerable time in designing this with good work by Clour Engineering and David Hargis, who is here tonight. What he has proposed is two-acre lots. There's only two entry points off of Highway 9 – between the six lots that are proposed and the existing 36th Avenue right over here. Now, long term, what is proposed is a stop light right here, and I believe the staff report mentions that when this is half built out, that stop light gets put in. The developer pays for that. It gets put in right here, and there's a reason it gets put right there, because our Land Use and Transportation Plan that was adopted has 36th Avenue going south as a major arterial. So that is the point that you want a traffic light. In fact, just to the southwest of here is the Saxon Industrial Park that has an outlet coming out onto 36th Avenue. There will be trucks coming up 36th Avenue to turn left onto Highway 9 at some point when the Saxon Industrial Park develops out. So that's why the stop light is proposed right here. I think you'll probably hear from some that say it ought to be over here, but that's in the middle of the section line. It would not support the truck traffic and the section line urban arterial that is already planned and so it's properly located right there. These sites are two acres. They're single lots and what has occurred here – and I'm going to show you a better graphic at the end of the presentation but you have a street that serves it from behind. So we keep the traffic off of Highway 9 as the traffic goes back and forth between these commercial lots. That has been done a lot lately in Norman. It has worked. We did it down on the Empire Addition on South Classen where we have a bank and others and we have a cross-access agreement that carries across. This is not a cross-access agreement; this is actually a public street that would carry between the back of the sites. We have fencing – brick pillar fencing – and then we have significant landscaping all along that back.

What I hope you will see with this diagram is that we have a layering. We have a layering of uses between Highway 9 and the residences to the north. We have Highway 9 which is a major highway. We have the commercial C-1, then we have the buffer of the street, landscaping, fencing, and then we get to the residences. We have protected those residences from the Highway 9 corridor. We've buffered them. I'm going to show you in a minute why that's important. C-1, as Janay mentioned, is intended for this. Throughout Norman we have neighborhoods with C-1 right next to them, and the verbiage right out of our code says that C-1 is intended for the conduct of retail trade to provide personal services to meet the regular needs and for the convenience of the people of adjacent residential areas – adjacent residential areas. It's meant to be an integral part of the neighborhood closely associated with residential. So C-1 is not designed to have uses that are offensive to neighborhoods. They're supposed to be right next to it. And, indeed, we know that we've heard from neighbors – in fact we met with one neighbor recently about a week and a half or two ago. And the first thing that neighbor said to us in a meeting was that she hates to drive to 12th Avenue and Alameda to Homeland. She opened the meeting that way. She said, in fact, everybody hates it – that they want a grocery store down here. They want something next to the neighborhood. C-1 can do that. It can give them those services next to the 1,076 homes that are about to be there.

This is an example of what some of the C-1 structures look like in a development on 36th Avenue and Rock Creek Road in northwest Norman. This is Brookhaven Additions that are

drawing over here – Brookhaven Falls, Brookhaven Mansions, and then you see a bank, an eye doctor, a child care center. These are all C-1. You see them right here, right outside of those neighborhoods. That's what we're talking about. That's what we're talking about putting along Highway 9 next to this neighborhood.

Let's talk about development along highways. That's the core discussion of what we're talking about here tonight. We have really two major corridors that travel through Norman as highways – of course I-35 built decades ago and Highway 9. I-35, if you look at that graphic and you see the light yellow, you don't see much on I-35 – very, very little. We tend to keep single-family away from highways for good reason. There's one neighborhood next to I-35 and I'm going to show you what happened over the decades when that neighborhood has now faced expansion and additions to I-35. We do have some down here, and then we get out here and past about 48th Avenue, as I think Susan said in a meeting not long ago, that's about the break line that we go out into the rural areas of Norman. Highway 9 is expanding. We know the State has succinct plans for Highway 9. We know that – I think there's still a flyover planned at 24th Avenue SW to alleviate that bottleneck at that corner. We know that Highway 9 is about to be widened to a four-lane divided highway out to 72nd Avenue. And we know that ODOT plans for Highway 9 to be a four-lane divided highway all the way to Tecumseh, Oklahoma. Look at that graphic. We can see what ODOT is doing. ODOT is making Highway 9 a major corridor east and west through the metro of Oklahoma City. It's a matter of time. Now, Commissioners, I say that because it's important as policy makers that you not just think of next week or next month or next year – that you think of 30 years from now, because that's what we build these homes for. We build them for decades. You need to think about what's going to happen in 20 or 30 years. Normandy Creek, next to I-35, got put next to I-35. I doubt they anticipated there would be a wall around it today, but that's what happened. So we need to think about what happens in decades.

This neighborhood sits right up next to Highway 9 – right next to it in the area that is about to be widened to a four-lane divided highway and that will have high travel speeds. What happens next to highways of single-family residential? We went around and kind of researched a little bit. I found one study out of the Arizona Department of Transportation. They studied a corridor in the Phoenix area, and they found that single-family residential next to highways actually suffers in property values but they found that, conversely, commercial and multi-family thrives – it does well – it works next to highways. And their lesson for the Arizona Department of Highways was to focus on putting the higher densities and the commercial development next to the highways. The Federal Highway Administration has learned the same thing over many decades. You see from their website they say the most pervasive sources of noise in our environment today are those associated with transportation. And you can see, as they suggest, you can put up walls. We can build penitentiaries around neighborhoods, if that's what we want to do, to protect them from noise. But there's another solution, and this is from their website. The Federal Highway Administration reminds us that we don't have to do that – we don't have to just use a wall. We can use planning. And through planning, as it says there, noise reduction can be achieved by locating noise-compatible land uses between the highway and residential units. Whenever possible, compatible uses should be nearest the noise source, and that's their graphic right there – right off the website. You see it. Highway at the bottom, commercial facilities, and a neighborhood. That's exactly what we're proposing to you tonight. Highway, commercial facilities, and a neighborhood. Good planning can keep us from building walls and having problems decades down the road. This is another agency that – it's basically an agency of transportation professionals and they remind us of the same thing and they tell us of how high speed and trucks have dramatically higher impacts of noise on neighborhoods. And they tell you the same thing. They say noise compatible planning encourages state and local governments to use your power to regulate land development in such a way that noise sensitive land uses are prohibited from being adjacent to a highway. This is what happens when you don't. This is I-35 around the neighborhood I grew up in – Osborne Drive, Normandy Creek – that neighborhood. And when that was built – I-35 decades ago and that neighborhood was built back in the 1950s and 60s, I really doubt that a Commission or a Council sat here and

thought we want to put it there so that in 50 years we can put that wall around it. But that's what happened. That was the result of that planning. That is what could happen if you continue to put homes next to highways.

We were in a meeting recently and I'm going to quote you, Susan – please forgive me if I misquote you, but you said – you were adamant that homes should not be next to highways, if I remember the quote correctly. We agree with you. And so our plan tonight is to put neighborhood-compatible C-1 next to a neighborhood. So you have a choice, really, when you plan for the decades out, which is what you plan for when you make policy. We can either go ahead and put residences right up against Highway 9, so when it becomes a four-lane divided way all the way to Tecumseh and then the State decides to connect it to I-40 and over off to 44 that we will eventually put a wall around it. Or we can go ahead and plan ahead now and put C-1 and commercial uses next to it. I suggest we do the C-1. We can do it properly. We can do it well. And we can satisfy two points that we hear often in this microphone. We can provide services to a neighborhood that needs it, as the one neighbor told us in the meeting – they hate driving to 12th and Alameda – well, here they can walk to it. And we can put a buffer along Highway 9. We can achieve both. That's the proposal here tonight.

We have put forth extensive efforts to actually go back – this is the corner and there was a neighbor – the one protest you saw was right here. The neighbor lived right up to the northeast. We tried very hard to alleviate her concerns. We met with her again, with a Council member as well, and with City staff, and we said what are your issues? And she said the big deal to me is what am I going to look at out my door? She said I would like to look at more landscaping and I would like to make sure that that edge is treated well. And so we committed to her that day that we would do that – we would put in additional landscaping, and we have. We've gone back in and this is on a lot that is already platted, already zoned, it's not up for discussion tonight, but we're happy to go back and put in additional landscaping on this corner so she's not looking at that, and we're committing to the fencing to being the brick pillars and the wood fencing along the entire edge. We've committed to heighten landscaping along that edge as well. So we have done significant plans to make sure that that edge is protected. There you see, again, the landscaping along that edge, the fencing, the drive, and then Highway 9 down here. This is another view of that edge right on this corner right here – that would be what she would look at so that she's not looking at a gas station. That was important to her and we were happy to accommodate that. So that is really what we're talking about tonight.

You have two problems that you can solve tonight. You have 1,076 homes that are going to be built right above here over the next several decades, and you can give them services right next to them. And you have a highway that is going to increasingly become a dominate corridor, widened to four lanes, fast and loud, and you can provide a buffer for that. That's what we're asking you to give approval for tonight. The engineer is here. I'm happy to answer any questions you have and I thank you very much for your time.

2. Mr. Knotts – I have a question for David, if that's alright. There's about 600 homes, I think – I don't remember the number exactly – north of this and I can see what's going to happen here. You've got a thoroughfare from Lindsey all the way through this housing addition – this Bellatona Addition – and it dumps onto Highway 9. Mr. Rieger had some premonition that someone was going to say something about this. It bothers me – it is currently a high-speed highway and, when the light goes in at 36th Street and the people start coming south out of this, most of them are going to come about a third of a mile east of 36th through this opening in the commercial and I think that's a flaw in the overall design. I really don't have a problem with the commercial at the highway, but I think you're going to dump 1,200 cars, more or less, onto Highway 9 at a third of a mile from a stop light, as opposed to taking that route through and putting it at the stop light. Is there a reason that I shouldn't be worried about that?

3. David Hargis, Clour Planning and Engineering Service, 123 Tonhawa – You're speaking of the secondary entrance. Is that correct?

4. Mr. Knotts – Yes, that's correct. But that's the secondary entrance to the commercial, but it's the primary entrance to the housing. And if that comes through those – I mean, coming through the commercial isn't a problem. The problem is dumping all those people onto Highway 9 – two-lane or four-lane. I can see that we could get another user activated stop light, because people aren't going to be able to get on or it's going to be a real traffic hazard.

5. Mr. Hargis – Well, let me try to address that for you. First of all, this secondary entrance was installed from the inception, when both sides were a single preliminary plat called Summit Valley Addition. So it's not something – this has already been approved, already been analyzed through at least two traffic reports. We've got a boulevard, like you said, enters off of Highway 9 and extends all the way north up to Lindsey Street. That was never going to happen if they tried to extend 36th Avenue up there. The topography just wouldn't allow it. So we were able to move over just a little bit to the east. You notice it's a nice curving road. We've got islands in there, traffic circles in there, to help slow down the traffic through there. We have accel and decel lanes along Highway 9. We've given up right-of-way already to the State for Highway 9. And you may be correct – it may be signalized at the time both sides are completely filled out. But I can envision that a lot of these people are going to go north and access Lindsey Street to get out of there, more so than off of Highway 9. You're going to have a lot of them are going to possibly just drive a little bit further over and access 36th Avenue, which will likely be signalized first, too. So I don't see it really as a traffic hazardous issue.

6. Mr. Knotts – I guess we can agree to disagree on that. Because I see that you obviously have the topography for other streets over here, up in that area. So you could bring that serpentine road down to the corner and dump it into what is going to be a signalized intersection, as opposed to bringing it out here.

7. Mr. Hargis – Well, they have access off of a collector width street right through here.

8. Mr. Knotts – All I can say is think yourself what you would do if you come down and you can go straight or you have to drive over there. Now, the congestion is going to be tremendous at that point. Let's just say a third of the people go north and two-thirds come south, so that's only 800 cars coming south. I just think that there's a major flaw in it. I like the idea of a buffer, but to me that's just dumping people in two locations and it's going to be a real problem.

9. Mr. Hargis – I appreciate your concern that way. We still have time to look at that and analyze it further.

10. Mr. Knotts – So could you change it before tomorrow, please?

11. Mr. Hargis – No, we couldn't change it, I'm afraid.

12. Mr. Knotts – I think it's a real problem. I think it's a real problem, not just a hypothetical. I can see those people are going to take the path of least resistance.

13. Mr. Hargis – Again, I'm sure that the City staff will also be looking at it, and we will, too. Of course, we know by the time it's completely built out, there's going to be numerous changes that take place. That's just the nature of development. And everybody is always looking for the optimal, safest solution.

14. Mr. Knotts – I understand. I just don't want an old, decrepit Sean Rieger to come back in 20 years and say why did you do this?

15. Mr. Lewis – Can you show me on this plat – did you guys, as well as the City of Norman, conduct a traffic study, and was this specifically mentioned?

16. Mr. Hargis – There were two traffic studies. One was when the entire area was Summit Valley and a traffic study was done, of course, to account for the R-1 lots. There was only one C-1 lot at the time. And in 2009 when the developer decided to rezone this area down here, a traffic study was performed again to take into account the commercial areas. So that has been analyzed significantly and it's still valid. I mean, nothing has changed out there in this time. These are the only changes we're proposing. Nothing else has changed.

17. Mr. Lewis – So let me ask you, in regards to Commissioners Knotts' concern that this might be a thoroughfare that many cars would use, did any of the traffic engineers deem that that was a concern at all?

18. Mr. Hargis – No, they did not.

19. Mr. Lewis – I have one other question for Mr. Rieger. In regards to the Bellatona Addition and what is now currently platted and under development, Summit Valley – I believe that's the name of the addition. I notice when I drive down Highway 9, and I did recently just to look at it again, that there's several lots over in the Summit Valley Addition that are vacant that back up to Highway 9. Is there a reason for that? Do future homeowners not want those lots?

20. Mr. Rieger – My understanding from the broker is that they've been difficult to sell. When you back up to a highway, it's difficult to market those lots and Highway 9 has gotten busier in recent years and I think, definitely, the highway affects that.

21. Mr. Lewis – So just common sense, for me, anyway – what I'm perceiving is happening is because those lots are difficult to sell, then this is a solution to keep homeowners from backing up to highways and putting a buffer zone in place there.

22. Mr. Rieger – That's correct.

23. Ms. Gordon – A point of clarification. The signal is going to be at 36th. Was there anticipation to put a signal at the other entrance or not?

24. Mr. Rieger – No. Mr. Riesland is here. He might want to talk about that. But here's my perspective on it, from what I've gleaned from staff. One, very specifically they wanted it at 36th Avenue because that is, by 2025 Land Use and Transportation Plan, that is the artery. They want that to be the artery and that's where they want the light to be. Saxon – those issues. My understanding, also, is they don't want too many lights on Highway 9. That's sort of a problem when you get into breaking up that corridor very much. So it really does become a decision on where you want that light. We're happy to put it either way. We don't have a strong preference on putting it on 36th versus over on that corridor.

25. Ms. Gordon – I understand what Tom is saying, and I envision putting it at 36th, because it makes sense. But I have this fear that, down the road, you're going to recognize that there are more traffic issues at that intersection and need to do something about it, by putting a light in or some such thing. The issues are going to come up. Then you are stuck with two lights so close together.

26. Mr. Rieger – I would interject, though, that I think it's a logical assumption to assume that most of the people coming out of the addition are going to be making a right turn coming out of that addition. So a right turn is, perhaps, the safest and easiest turn we have to make. So I

would suggest that maybe it's not as congested as you would think when it's always a right turn, which is what this will be out of that addition.

27. Mr. Gasaway – It looks like, from the drawings, that you all envision this being six separate buildings, rather than a strip mall type – and I guess it would be seven with the property that is currently C-1.

28. Mr. Rieger – That's correct. I'm going to expand on that a little bit. Southeast Norman has other sites that are probably much more applicable to what we would call large box retail. Southeast 24th, for instance, and Highway 9, where Perfect Swing is, has large areas of land that are zoned as large tracts of commercial. Very likely those are big box commercial users. I doubt that you would see that over here on the edge, that you would have big boxes. So this is planned to be the smaller users.

29. Mr. Knotts – Do you have design guidelines for these buildings?

30. Mr. Rieger – They haven't been drafted yet, but there will be restrictive covenants against these properties. That is something that every developer – they do those routinely and they do them for their own protection as much as anybody, because when they sell one lot – the way this happens in practice is, let's say I sell one of those lots and I haven't put restrictive covenants on it as to the architecture, as to the uses – once I sell that lot, I still have five others to sell. If I sell it to one guy and that guy puts in what may be usable under C-1 but, in a very terrible use in a terrible architectural, if I haven't controlled that, I guarantee the other five will be either hard to sell or will only sell very cheaply. So the developer routinely puts in architectural guidelines. The ones I showed you earlier from 36th and Rock are under similar restrictive covenants from the same developer, and that's what we intend to put against those lots here. They're not drafted yet, but it would be the same type of covenants.

31. Mr. Knotts – I can't bring those to my vision here, but I'm thinking that they only have one side. I drive Highway 9 all the time – every day – and I can visualize a bad fence and a dumpster, and I would just like to be clear that that wouldn't be a desire.

32. Mr. Rieger – I understand. And City staff, actually, any more, frankly is pretty pressing on that point, in that we have a regulation now as to where you place dumpsters in near proximity to residences, and we have an aesthetic ordinance in the City of Norman now as to percentage of masonry. So even if we, for instance, our architectural design committee wanted to let the back end of the building just be a metal wall, I don't think the ordinance of Norman would allow it. I think there's significant protections. Realize, too, that back street is the access point for all of these commercial. So, unlike some other positions of commercial where the front is accessed on all of the buildings, this is rear access. So, really, you almost have to do four-sided architecture, as we call it, because that back street is your access point. For the same reasons that you still want to sell all those lots, you're going to want to make sure the back looks good, as well.

33. Mr. Knotts – It bothers me that they haven't been written, though.

34. Mr. Rieger – They rarely are until the final plat is done. Obviously, restrictive covenants is a pretty complex document, costs a lot of time and money to write. Until you, the policy makers, give us the go ahead on development, typically a developer will not spend a significant amount of money and time to actually craft those covenants. But, again, this would very likely be a very similar covenant to what is at 36th and Rock, where we have the Razook eye clinic, the child care center, First Trust Bank, I think, is the bank there. What I showed you on screen – those developments. That's the style that you would be looking to.

35. Mr. Knotts – Yeah, but we only saw the front.

36. Mr. Rieger – True. I think the backs are actually not bad on those. I will give you that promise.

AUDIENCE PARTICIPATION:

1. Robin Tanamachi, 3300 Valley Brook – This is my husband Dan Dawson. We live in the Summit Valley subdivision. This proposed rezoning may sound all fine and good on paper, but there are a couple of concerns that we have as residents of Summit Valley that we have either not heard adequately addressed or kind of glossed over during these proceedings.

The first is that the aerial view maps that we've looked at have not really shown the topography of the area. It's kind of V-shaped. And that is because there is the Dave Blue Creek running through the middle of the proposed dividing between the current Summit Valley subdivision and the proposed Bellatona subdivision. So, basically, all runoff from both of those areas is going into the Dave Blue Creek and we're actually concerned about the quality of the water – how that's going to be impacted through this commercial area. If it's food service or gas station, how that's going to impact water quality going into Lake Thunderbird. That is something that was not addressed here at this hearing. Concern number one for us is how this is going to impact the quality of the water that is draining into Lake Thunderbird.

Our second concern – and we heard a little bit of this addressed tonight – is the traffic impacts. We've established that there's going to be a new stop light at 36th but, again, that second entrance and exit area from the Bellatona subdivision is something that we're not sure how that's going to impact the traffic coming into the neighborhood. Currently, when you approach the Summit Valley subdivision from the east, you have to slow down from 60 miles an hour to make a right turn onto 36th. There is no turn lane there, so basically you have to cross your fingers and hope that you don't get rear-ended coming in there. So we're concerned about the control of the traffic coming in there, because if somebody is driving in from the east who is not as familiar with the area and they see an amenity on the right-hand side that they want to access, they're going to go for the first turn on the right. They're not going to go an additional third of a mile if they're not aware that that's the proper way to access it.

This is another concern that I have personally – it's near and dear to my heart. I am an avid cyclist and this is from the bike route map for the City of Norman current year. This green dashed line represents a proposed bike path going all the way from the City out to Lake Thunderbird on the north side of Highway 9, which is precisely where this proposed rezoning is going to take place, and it is not clear to me how that proposed rezoning is going to affect that planned bike route.

Additionally, we're concerned about crime. We feel that these businesses will attract people to the area that are not concerned with keeping it beautiful and keeping it crime free. I just went and looked up the rate statistics. The Summit Valley neighborhood has only had two crimes in the last three years, and one of those was actually reported by me. It was theft of mail off my doorstep. And Ward 5, as you know, is a gigantic ward which has only two patrolling officers at any given time.

Lastly, my husband and I are soon to be parents. We are concerned about the impact on neighborhood health from the availability of cheap calories – convenience store and fast food within walking distance – when we currently have no public playground where people can burn those calories off. That's just a public health concern that we have. So, in summary, we are generally opposed to this proposed rezoning and these were the reasons why. Thank you.

2. Robert Robinson, 3225 Valley Brook – I live in the Summit Valley Addition. I'm returning to Norman after a long hiatus being employed elsewhere and finally get to come back to Norman, and then learn that they're trying to rezone this area. I think MSDC Properties have given you a very good sales pitch, and that's what it is. Mr. Lewis had asked why the homes hadn't sold – it's because MSD Properties didn't do appropriate buffering and now they're trying to sell us on an idea that commercial zoning will be the buffer. I believe the inherent increase in traffic, the light

pollution, the noise pollution, and the litter that come with commercial zoning – I mean, it's just a fact that that's what happens when you have commercial – will be a nuisance to me rather than a use to me. Also, I think this is going to contribute to urban sprawl, and I've lived in many cities that have urban sprawl, and let's not go that way is my hope. I just want to thank you for your time.

3. Bill Dunham, 3424 Valley Hollow – My wife, Brenda, is over there with me tonight. I would like to agree with the two previous speakers. Certainly, it was a very good sales pitch. I think some of the things they addressed were important to what's going on in Norman and I value that. But, at the same time, I'm concerned that when you look at that subdivision that I live in now I think only – what? – was it .25% opposed it as far as what was around the red line that was drawn on the slide. Well, it didn't take into consideration the people in that subdivision specific. I think most people in that subdivision feel like, and I'm not speaking for them, but I think, if you were to talk to them, they would say I don't necessarily want to have something that – and to the picture that he had on the screen of the fencing around it that the neighbor was complaining about – all he showed was the fencing. He didn't show the 10' – 12' tall gas station behind it with all the lighting. So the eyesore is still going to be there for her. It's just upsetting to me that, when I go and purchase a piece of property that what I see behind me now – and I live right there where the drain goes down into – you can look back and you can see directly where that gas station is going to be and then beyond that, is it going to be a grocery store as he stated? You know, the person wants – is it going to be a Homeland there? What's it going to be? We don't know. And when we bought the property, we bought the property knowing that – or feeling like that was going to be a property that I would be able to live at for a long time and be happy to look out my back door and see something that was nice, as opposed to commercial development. So that's all I have to say.

4. Mary Sue Backus, 2701 Shoreline Drive – I'm a property owner and resident of Wellington Lake, which is the addition just east of where the proposed property will be rezoned. I have a lot of objections to the rezoning. I appreciate the need for future planning, which is why I love the 2025 Plan. Things change, of course, and we need some commercial development. But the truth is we don't need it now. Even for future planning, I think it's wholly unnecessary. If you look at the commercial lots available in southeast Norman, there's a tremendous amount of acreage that could provide the services that were spoken about earlier. So there's a lot of zoned commercial still undeveloped. And if you go – I think it's actually less than two miles – up to 77 and Highway 9, there's a lot of developed commercial that's empty. So there are plenty of opportunities to provide services there. I actually bought our property in this area to avoid those kinds of services. So I would dispute that it would be for my convenience. There are plenty of services available. And even if future development will bring thousands of people here in that area and the new neighborhood, it's not necessary yet. One of the things that we're trying to do is develop the core area and develop as we move out. But we're leaving a big gap of undeveloped commercial property in southeast Norman. So it's really unnecessary to do it at this time. Additionally – so my two things – one, we really don't need it at this time. Two, I am concerned about the water quality issues. Lake Thunderbird has to be a priority. I know that we've made it a priority in planning, but the quality of drinking water and recreation there should continue to really concern us. So I would like to see the water issues addressed as well. Additional impervious surfaces lead to more runoff. Depending on what kind of development is there, it could be potentially harmful to the water in that area. So I am one of the few residents in the immediate area – those few voices that Mr. Rieger encouraged you to ignore. But I would suggest that you consider that there are many residents around the area that object to the rezoning. Thank you.

5. Kellye West, 3301 Valley Hollow – What the gentlemen haven't told you is that they showed beautiful pictures of the front of the bank, but it's the back of those businesses that will face Highway 9. And putting up walls – that's going to be great to buffer, but when those

businesses close down at night, it's going to be a mecca for young people to gather, things like that. I foresee it as a problem. I know when we built our home, we didn't build our home thinking I want commercial right beside me where I can just walk right up the street. We built where we built to be a little bit further away from those things. So please keep that in mind.

6. Nita French, 2410 Shoreline Drive – I also live in the Wellington Lake Addition and am very concerned about this for a number of reasons. We do have a great deal of traffic on Highway 9 now. But, as it stands, the people who travel Highway 9 are either going to work or going home from work, or going to the lake. We don't have a lot of people from the inner city of Norman coming out to go to a liquor store or a drug store. We don't have a lot of people what want to come out our way unless they have somewhere to go. This is going to change our way of life because, on top of the traffic that we already have, we're going to have more traffic coming out of town. The residences that are out there – Summit Valley, Wellington Lake – we moved out to that area knowing full well that there's nothing out there. We like it that way. You've heard the song we're from the country and we like it that way. We knew there were no stores out there and that's how we wanted it. When you pass the Postal Training Center, there's nothing but homes. We like that. The lady that said that she hated going to the grocery store needs to move. We want that to stay a residential area. We like it that way, including my next door neighbor who is not here because, as you may know, he has a conflict of interest in being here tonight. We are happy where we are. We know that there's a lot of traffic noise as it is, but we are dealing with that. We've put up some plants, some trees, some things to buffer the noise and we're fine with it. What we don't want is an increase and more traffic. When we have more traffic, we could have more crime as the one lady stated. We can have a lot more people loitering in that area. We don't want that. The other additions that he mentioned in his wonderful presentation that is simply to earn money from this deal, and not thinking about people who actually already live there – he had some beautiful ideas about places that – housing additions that have said they want more businesses. Those housing additions that he mentioned are already in town. They are already surrounded by city. They already have a great deal of city traffic so, of course, they wanted stores. We don't. We're not in the city. We don't want more. And, lastly, the dumpsters. Mr. Knotts mentioned driving down Highway 9 – it's beautiful. The scenery is beautiful and no matter how he tries to tell you that he's going to follow covenants and architectural design, they're dumpsters. Is he going to wallpaper them? I mean, we're going to be looking at the backs of buildings and it's going to be ugly. So please keep those things in mind when you make your decision. Thank you.

7. Sean Rieger – Dumpsters, and Susan can confirm this for you – the City of Norman has a code right now. If you build any commercial building, you can't just put a dumpster out there. You have to put an enclosure and the enclosure has to be of the same materials as the building. It actually has to be, I believe, 8' by 12'. It has to be taller than the dumpsters. So you're not allowed to see a dumpster.

And I heard a lot about water quality. This area has Water Quality Protection Zones through it. This developer, I think, may be one of the first that came here tonight and did not instruct me or anybody to say we're going to move for a waiver or we're going to try to do something different than what is shown on water quality protection zones. The instruction here tonight is to leave them alone. Nothing is proposed within the Water Quality Protection Zones that cover those properties. They have left them alone. That was the intent of this body. He has honored that. So water quality will be absolutely protected from the ordinances that we just passed at great upheaval over the last couple of years.

Last point, you heard a lot tonight about people saying that they're not in the City; well, they are. 2025 shows that entire area as low density residential urban development. 1,076 homes will be there. That's urban. That's city. They will need services. The argument you heard tonight is that we don't want the commercial; we want to drive to it. That's not the direction of policy in the city; hasn't been for a long time. We want them walking to the commercial – certainly the neighborhood commercial that supports them. We don't want them getting onto

the highway or Lindsey and driving two miles to get to it, because that presents the problem that you're concerned about. We want them walking to it. This gives you the opportunity to do that. Thank you very much.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Mr. Sherrer – Just a quick comment. I will be voting yes for this for a lot of the reasons that I think Mr. Rieger talked about tonight. To me, I think growth is inevitable, and I think the opportunity to do smart growth – and I view this as smart growth – especially with the idea of creating a buffer. I think one thing I've always been concerned about is the more residential that we put next to highways – the concern that that provides. I think having commercial buffer is a huge deal and an important way of mitigating that concern going forward. I do think Commissioner Knotts' points are well made and there are some things that probably need to be thought through on that. I think traffic engineers have looked at this and probably have determined that, at this point, it probably makes sense. But I do think, in the future, it's something that I would encourage the developer to at least consider. But either way I think this is an opportunity to really move this development forward and create an opportunity to really further extend appropriately our east Norman development. So I will be voting yes.
2. Ms. Gordon – I'm going to do what everyone asks and think long-term. So Mr. Rieger wants me to think 30 years down the road, and I'm going to suggest that three years down the road – or whenever this is built, a few years later you're going to have some serious traffic issues at that intersection. I just can't imagine there's not going to be issues. The second thing is, as Mr. Rieger stated, Norman is growing and it's growing outward. And as much as you wish to kind of keep it just homes only, I'm just thinking way down the road and thinking, especially if Highway 9 becomes four lanes, there's going to be commercial development along that corridor. It's going to happen. And doing it smartly and thinking ahead in those terms – you know, I appreciate wanting to keep it residential and liking the scenery and that, but I'm just thinking that at some point the commercial is going to happen. It's not going to stay just all residential. I can't see that happening with that corridor. I just wanted to make that comment.
3. Chairman Lewis – Mr. Rieger, I do have a couple questions. I believe in the comments from everyone that came to the podium there were several things that kept resonating. Those things – and I'll just list them – water runoff, which you addressed; dumpsters, which you addressed by ordinance. There were three other ones being light pollution, crime, and the homeowners didn't want to see a business out there. So I have a couple of questions for you. In regards to the one lot that was already platted as C-1 with special use for a gas station, can you tell me when that lot was platted? Was it platted when Summit Valley was platted? And the reason I ask that is because I heard several homeowners say I don't want to see a business, and a business was already there when they bought their lot.
4. Mr. Rieger – It was platted, I think, 2006. Mr. Hargis – The first Summit Valley Addition. Mr. Rieger – 2006 is what I'm told. 2006 is when it was platted.
5. Ms. Connors – We know the rezoning occurred in 2003 or 2004, and the preliminary plat occurred at that same time. So the final plat was perhaps in 2006.
6. Mr. Rieger – If you look at 7c-4, you will see the history of the platting.
7. Chairman Lewis – So what I'm wanting to clarify is, there was no homeowner that owned a lot prior to this gas station already being there. So there was going to be commercial there before anything else.

8. Mr. Rieger – I believe that's correct. In fact, one of the letters you got was a homeowner who had bought their home in 2009 directly across the street from this gas station when it was most certainly platted years before.

9. Chairman Lewis – The next one is lighting pollution. I know recently the Planning Commission worked extensively regarding lighting and non-glare – those types of things. Can you speak to the light requirements that will be required so that we don't have light blasting into the back of these homes?

10. Mr. Rieger – I can. As you know, that was hotly contested for years. Well, it got passed. It got revised. But it is still in there. Full cut-off fixtures. Substantial protections for neighbors from lighting – I think everybody was as generally happy as they could be with the compromise that came out of that. But a lot of work went into that for the protection of neighborhoods next to commercial.

11. Chairman Lewis – So my understanding from that ordinance that was passed by City Council was that homes backing up to a commercial development indeed would have full cut-off fixtures, be protected from glare coming into the window, even though some of our Commissioners like their lights blaring and lit up in the back yard. The last one is regarding crime. And light and crime kind of go hand-in-hand. We think of lighting areas to protect people from crime, as opposed to dark areas where crime can be – do you have any studies, or do you know any information regarding the potential for increase in crime with commercial areas being there?

12. Mr. Rieger – You know, I can't say I do. But I will just give you some perspective on it. This comes up often in zonings. If you remember on the Cascade office park. The neighborhood suggested that would be crime-ridden. Every time we do multi-family it's suggested that will be crime-ridden. I'm always a little bit confused by it, frankly, because, if I'm a business owner in that building, am I going to want the crime? No. I think the crime concern and fear is just as relevant to the business owner, to the property owner, as it is to the neighbor nearby. I've always been confused by that argument, because why would the business owner want the crime around their store. I mean, if a business owner has crime around their store, they're going to be the first to try to get rid of it because are they going to have customers? Are they going to have property damage? There are big concerns for a property owner and a business owner if he has crime in his area. They're the first to confront it.

13. Ms. Gordon – I have one more quick question, if I could. I hadn't thought about it until it was mentioned. Did you guys look into at all how it would affect the proposed bike route out to Thunderbird?

14. Mr. Rieger – I did not see that in the study. I don't know if staff did or not. A lot of Highway 9, I think, frankly, is going to be driven by ODOT.

15. Ms. Gordon – Right. I didn't know where it was in the process with that bike route now.

16. Mr. Riesland – The bike route is something we've been working on. We've had difficulty with ODOT, trying to get them to decide where it can be with respect to the right-of-way. Our goal was to put it at the edge of the right-of-way on the north side. We're going to try to do that everywhere we can. I think in this area it would be within right-of-way.

17. Mr. Knotts – I have a few comments, I guess. I'm a little conflicted on this project, because ever since I moved to Norman in '84, everyone in east Norman says fix my roads – give me some commercial – and here we go and we've got it. I can tell you, as a landscape architect, a few bushes and some trees are not going to stop sound. So I appreciate the

separation. I want to believe that the Highway 9 face will be as pretty as we would like it to be. I think there's a serious problem with traffic. I don't know where in this process we can get that addressed. David said he wasn't going to change it overnight, but I believe that there is a serious problem that needs to be addressed.

18. Chairman Lewis – Susan, let me ask a question. When ODOT improves Highway 9, will it take into account if these lots are approved for commercial – that increased traffic count?

19. Mr. Riesland – The plans to improve Highway 9 – it doesn't take that into account one way or the other. I mean, it is part of the number. They based their counts off of Norman 2025, so it wouldn't have been in there. That's not going to change what they're designing. They're widening from two lanes to four lanes.

Andy Sherrer moved to recommend adoption of Resolution No. R-1213-133, Ordinance No. O-1213-49, and PP-1213-18, the Preliminary Plat for BELLATONA ADDITION, with an alley waiver for the commercial area, to City Council. Jim Gasaway seconded the motion.

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

YEAS	Jim Gasaway, Andy Sherrer, Cindy Gordon, Sandy Bahan, Tom Knotts, Chris Lewis
NAYS	None
ABSENT	Curtis McCarty, Roberta Pailles, Dave Boeck

Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-1213-133, Ordinance No. O-1213-49, and PP-1213-18, with an alley waiver for the commercial area, to City Council, passed by a vote of 6-0.

* * *



City of Norman, OK

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

Master

File Number: O-1314-1

File ID: O-1314-1 **Type:** Zoning Ordinance **Status:** Consent Item

Version: 1 **Reference:** Item No. 7 **In Control:** City Council

Department: Public Works Department **Cost:** **File Created:** 06/20/2013

File Name: RED CANYON RANCH UE CLOsure **Final Action:**

Title: CONSIDERATION OF ORDINANCE NO. O-1314-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A UTILITY EASEMENT LOCATED IN RED CANYON RANCH ADDITION SECTION 3, A PLANNED UNIT DEVELOPMENT, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (LOTS 5 AND 15, BLOCK 2, RED CANYON RANCH, SECTION 3)

Notes: ACTION NEEDED: Motion to introduce and adopt Ordinance No. O-1314-1 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 7

Attachments: O-1314-1, Location Map, Clerk Memo Utility Vacation, Petition for vacation, Radius Map Red Canyon Ranch, Staff Report - Red Canyon Ranch UE, 7-11-13 PC Minutes - O-1314-1

Project Manager: Ken Danner, Subdivision Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	07/11/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	08/13/2013		Pass
Action Text: A motion was made by Commissioner Sherrer, seconded by Commissioner Gordon, that this Zoning Ordinance be Recommended for Adoption at a subsequent City Council Meeting to the City Council, due back on 8/13/2013. The motion carried by the following vote:							

Text of Legislative File O-1314-1

body

BACKGROUND: The final plat for Red Canyon Ranch Addition, Section 3, a Planned Unit Development, was filed of record November 29, 2012. Red Canyon Ranch Addition is a residential subdivision located north of Tecumseh Road (U.S. Hwy 77) and west of 12th Avenue East (U.S. Hwy 77H).

Within the final plat, a seven and one-half foot (7.5') utility easement was dedicated along the southwest property line of Lots 5 and 15, Block 2. The requirement of the City of Norman Standard Specifications, Drawing UL01C, requires a minimum five-foot (5') utility easement whenever sanitary sewer mains and Oklahoma Natural Gas mains are located in front of the property. As a result, with this closure and eventual vacation, the owners of the lots can utilize the additional two and one-half feet of land to increase the size of the single-family residential structures. Side yard building setback requirements for this development are five-feet (5').

DISCUSSION: All franchise utilities were notified to assess the impact on their facilities with the closure of the easement; there were no objections. Currently, there are no City-owned utilities located within the easement.

RECOMMENDATION: Staff recommends approval of the request to close the east two and one-half feet (2.5') of the seven and one-half foot platted utility easement located along the southwest property line of Lots 5 and 15, Block 2, Red Canyon Ranch Addition, Section 3, a Planned Unit Development.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A UTILITY EASEMENT LOCATED IN RED CANYON RANCH ADDITION SECTION 3, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- § 1. That, pursuant to Resolution Number R-8182-66, Robert Bailey, representing the owner of the subject property, has petitioned the City to have the east two and one-half (2.5) feet of the seven and one-half (7.5) foot platted utility easement which abuts the southwest property line of Lots 5 and 15, Block 2, RED CANYON RANCH ADDITION SECTION 3 closed; and,
- § 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and
- § 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held regarding said closing; and
- § 4. That, the east two and one-half (2.5) feet of the seven and one-half (7.5) foot platted utility easement along the southwest property line of Lots 5 and 15, Block 2, RED CANYON RANCH ADDITION SECTION 3, Norman, Cleveland County, Oklahoma, is hereby closed.
- § 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of _____, 2013.

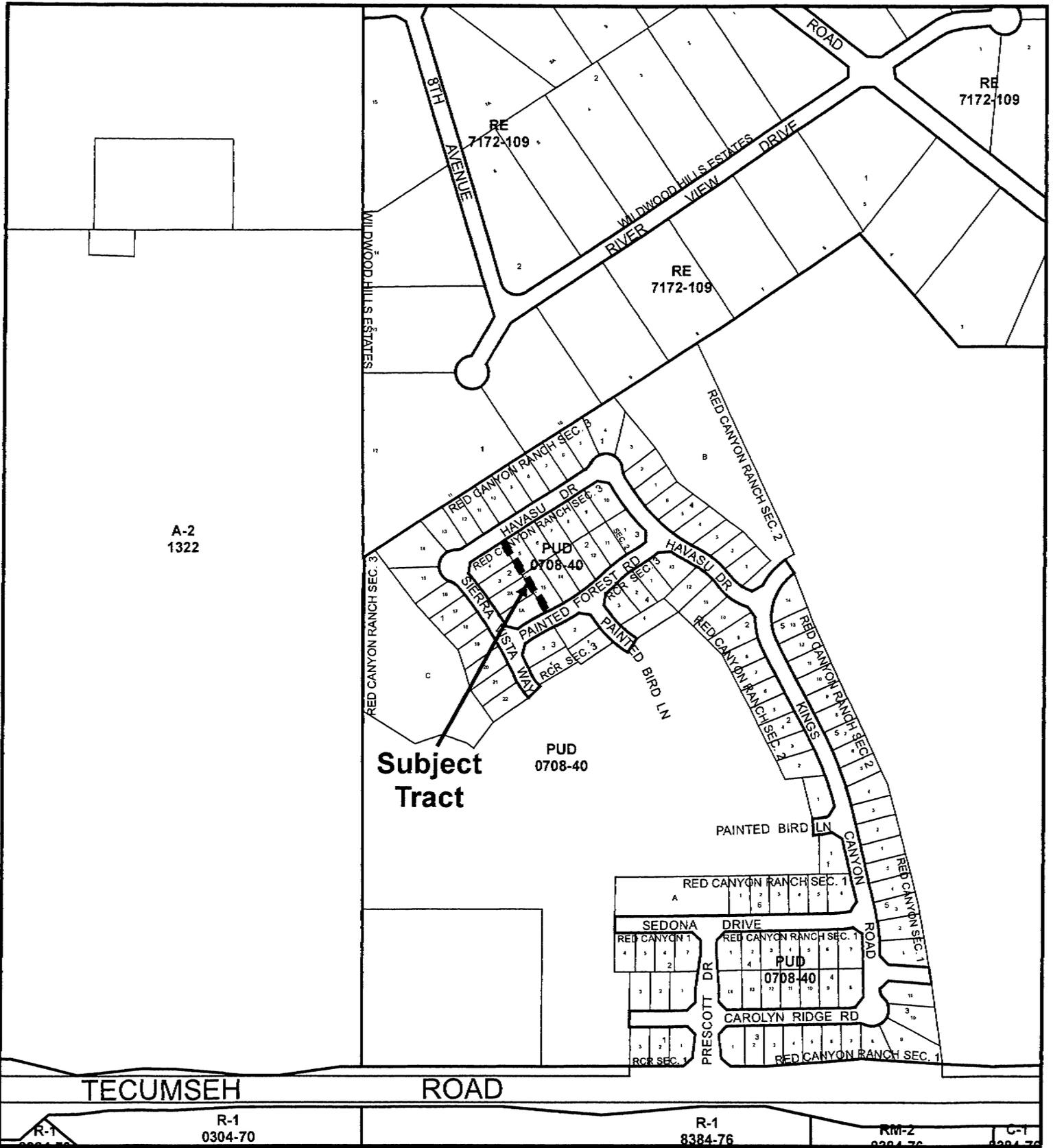
NOT ADOPTED this _____ day of _____, 2013.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



A-2
1322

Subject Tract

PUD
0708-40

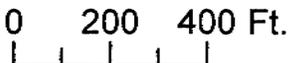
Location Map



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 12, 2013



-  Subject Tract
-  Zoning
- 7-2

\\ncGIS10\MapTemplates\811_LocationMap\FinalMap10.mxd



DATE: May 31, 2013

TO: Jeff Bryant, City Attorney
Rone Tromble, Administrative Technician IV
Ken Danner, Subdivision Manager
Ken Komiske, Director of Utilities
Jane Hudson, Principal Planner

FROM: Brenda Hall, City Clerk

SUBJECT: Request to Vacate Utility Easement

I am in receipt of a request to vacate a utility easement in the east two and one-half feet (2.5) of the seven and one-half foot (7.5) easement along the southwest property of Lots 5 and 15, Block 2, Red Canyon Ranch Addition, Section 3, a Planned Unit Development. The application fee has been paid.

In accordance with Resolution No. R-8182-66, I am forwarding the request; location map; radius map; and certified ownership list to your office and requesting that your office send notice to the furnished list of property owners and have the necessary ordinance prepared. If further action is needed from my office, please notify me.

BH:smr
attachments

office memorandum

BAILEY & POARCH

301 EAST EUFAULA
P.O. BOX 1521
NORMAN, OKLAHOMA 73070-1521
PHONE: 405/329-6600
FAX: 405/329-6634
www.baileyandpoarch.com

R. LINDSAY BAILEY
ATTORNEY AT LAW

DAVID A. POARCH
ATTORNEY AT LAW

ROBERT L. BAILEY, II
ATTORNEY AT LAW

May 29, 2013

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

RE: Proposed partial vacation of utility easement

Dear Ms. Hall,

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-31-13

Enclosed please find the following:

1. The easement proposed for partial vacation is described as follows:

The east two and one-half (2.5) feet of the seven and one-half (7.5) foot utility easement existing along the southwest property line of Lots 5 and 15, Block 2, Red Canyon Ranch Section 3, A Planned Unit Development, A part of the S.E. 1/4, Section 8, T9N, R2W, I.M., to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

2. Three copies of the 300 foot ownership list.
3. Three copies of a map reflecting the ownership list and the easement to be partially vacated.
4. \$400.00 filing fee.

Please review the enclosed and if it satisfies your requirements, include this application upon the next planning commission agenda. You are advised that my client owns all of the property surrounding the easement. Thank you for your assistance,

Sincerely,



Robert L. Bailey II

PARTIAL REVERSE OF THE 1.5' OF THE MAIN EASEMENT. THIS WOULD MAKE THE TOTAL WIDTH OF 5' UTILITY EASEMENT.

FINAL PLAT
RED CANYON RANCH SECTION 3
 A PLANNED UNIT DEVELOPMENT
 A PART OF THE S.E. 1/4, SECTION 8, T9N, R24W, I.M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA

LEGAL DESCRIPTION

A block of land in the Southeast Quarter (SE 1/4) of Section Eight (8), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma being more particularly described as follows:
 CONSIDERS AS THE SEVERAL OWNERS OF THE S.E. 1/4:
 1) TRACTS 1 through 10, 12 through 14, 16 through 18, 20 through 22, 24 through 26, 28 through 30, 32 through 34, 36 through 38, 40 through 42, 44 through 46, 48 through 50, 52 through 54, 56 through 58, 60 through 62, 64 through 66, 68 through 70, 72 through 74, 76 through 78, 80 through 82, 84 through 86, 88 through 90, 92 through 94, 96 through 98, 100 through 102, 104 through 106, 108 through 110, 112 through 114, 116 through 118, 120 through 122, 124 through 126, 128 through 130, 132 through 134, 136 through 138, 140 through 142, 144 through 146, 148 through 150, 152 through 154, 156 through 158, 160 through 162, 164 through 166, 168 through 170, 172 through 174, 176 through 178, 180 through 182, 184 through 186, 188 through 190, 192 through 194, 196 through 198, 200 through 202, 204 through 206, 208 through 210, 212 through 214, 216 through 218, 220 through 222, 224 through 226, 228 through 230, 232 through 234, 236 through 238, 240 through 242, 244 through 246, 248 through 250, 252 through 254, 256 through 258, 260 through 262, 264 through 266, 268 through 270, 272 through 274, 276 through 278, 280 through 282, 284 through 286, 288 through 290, 292 through 294, 296 through 298, 300 through 302, 304 through 306, 308 through 310, 312 through 314, 316 through 318, 320 through 322, 324 through 326, 328 through 330, 332 through 334, 336 through 338, 340 through 342, 344 through 346, 348 through 350, 352 through 354, 356 through 358, 360 through 362, 364 through 366, 368 through 370, 372 through 374, 376 through 378, 380 through 382, 384 through 386, 388 through 390, 392 through 394, 396 through 398, 400 through 402, 404 through 406, 408 through 410, 412 through 414, 416 through 418, 420 through 422, 424 through 426, 428 through 430, 432 through 434, 436 through 438, 440 through 442, 444 through 446, 448 through 450, 452 through 454, 456 through 458, 460 through 462, 464 through 466, 468 through 470, 472 through 474, 476 through 478, 480 through 482, 484 through 486, 488 through 490, 492 through 494, 496 through 498, 500 through 502, 504 through 506, 508 through 510, 512 through 514, 516 through 518, 520 through 522, 524 through 526, 528 through 530, 532 through 534, 536 through 538, 540 through 542, 544 through 546, 548 through 550, 552 through 554, 556 through 558, 560 through 562, 564 through 566, 568 through 570, 572 through 574, 576 through 578, 580 through 582, 584 through 586, 588 through 590, 592 through 594, 596 through 598, 600 through 602, 604 through 606, 608 through 610, 612 through 614, 616 through 618, 620 through 622, 624 through 626, 628 through 630, 632 through 634, 636 through 638, 640 through 642, 644 through 646, 648 through 650, 652 through 654, 656 through 658, 660 through 662, 664 through 666, 668 through 670, 672 through 674, 676 through 678, 680 through 682, 684 through 686, 688 through 690, 692 through 694, 696 through 698, 700 through 702, 704 through 706, 708 through 710, 712 through 714, 716 through 718, 720 through 722, 724 through 726, 728 through 730, 732 through 734, 736 through 738, 740 through 742, 744 through 746, 748 through 750, 752 through 754, 756 through 758, 760 through 762, 764 through 766, 768 through 770, 772 through 774, 776 through 778, 780 through 782, 784 through 786, 788 through 790, 792 through 794, 796 through 798, 800 through 802, 804 through 806, 808 through 810, 812 through 814, 816 through 818, 820 through 822, 824 through 826, 828 through 830, 832 through 834, 836 through 838, 840 through 842, 844 through 846, 848 through 850, 852 through 854, 856 through 858, 860 through 862, 864 through 866, 868 through 870, 872 through 874, 876 through 878, 880 through 882, 884 through 886, 888 through 890, 892 through 894, 896 through 898, 900 through 902, 904 through 906, 908 through 910, 912 through 914, 916 through 918, 920 through 922, 924 through 926, 928 through 930, 932 through 934, 936 through 938, 940 through 942, 944 through 946, 948 through 950, 952 through 954, 956 through 958, 960 through 962, 964 through 966, 968 through 970, 972 through 974, 976 through 978, 980 through 982, 984 through 986, 988 through 990, 992 through 994, 996 through 998, 1000 through 1002, 1004 through 1006, 1008 through 1010, 1012 through 1014, 1016 through 1018, 1020 through 1022, 1024 through 1026, 1028 through 1030, 1032 through 1034, 1036 through 1038, 1040 through 1042, 1044 through 1046, 1048 through 1050, 1052 through 1054, 1056 through 1058, 1060 through 1062, 1064 through 1066, 1068 through 1070, 1072 through 1074, 1076 through 1078, 1080 through 1082, 1084 through 1086, 1088 through 1090, 1092 through 1094, 1096 through 1098, 1100 through 1102, 1104 through 1106, 1108 through 1110, 1112 through 1114, 1116 through 1118, 1120 through 1122, 1124 through 1126, 1128 through 1130, 1132 through 1134, 1136 through 1138, 1140 through 1142, 1144 through 1146, 1148 through 1150, 1152 through 1154, 1156 through 1158, 1160 through 1162, 1164 through 1166, 1168 through 1170, 1172 through 1174, 1176 through 1178, 1180 through 1182, 1184 through 1186, 1188 through 1190, 1192 through 1194, 1196 through 1198, 1200 through 1202, 1204 through 1206, 1208 through 1210, 1212 through 1214, 1216 through 1218, 1220 through 1222, 1224 through 1226, 1228 through 1230, 1232 through 1234, 1236 through 1238, 1240 through 1242, 1244 through 1246, 1248 through 1250, 1252 through 1254, 1256 through 1258, 1260 through 1262, 1264 through 1266, 1268 through 1270, 1272 through 1274, 1276 through 1278, 1280 through 1282, 1284 through 1286, 1288 through 1290, 1292 through 1294, 1296 through 1298, 1300 through 1302, 1304 through 1306, 1308 through 1310, 1312 through 1314, 1316 through 1318, 1320 through 1322, 1324 through 1326, 1328 through 1330, 1332 through 1334, 1336 through 1338, 1340 through 1342, 1344 through 1346, 1348 through 1350, 1352 through 1354, 1356 through 1358, 1360 through 1362, 1364 through 1366, 1368 through 1370, 1372 through 1374, 1376 through 1378, 1380 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1590, 1592 through 1594, 1596 through 1598, 1600 through 1602, 1604 through 1606, 1608 through 1610, 1612 through 1614, 1616 through 1618, 1620 through 1622, 1624 through 1626, 1628 through 1630, 1632 through 1634, 1636 through 1638, 1640 through 1642, 1644 through 1646, 1648 through 1650, 1652 through 1654, 1656 through 1658, 1660 through 1662, 1664 through 1666, 1668 through 1670, 1672 through 1674, 1676 through 1678, 1680 through 1682, 1684 through 1686, 1688 through 1690, 1692 through 1694, 1696 through 1698, 1700 through 1702, 1704 through 1706, 1708 through 1710, 1712 through 1714, 1716 through 1718, 1720 through 1722, 1724 through 1726, 1728 through 1730, 1732 through 1734, 1736 through 1738, 1740 through 1742, 1744 through 1746, 1748 through 1750, 1752 through 1754, 1756 through 1758, 1760 through 1762, 1764 through 1766, 1768 through 1770, 1772 through 1774, 1776 through 1778, 1780 through 1782, 1784 through 1786, 1788 through 1790, 1792 through 1794, 1796 through 1798, 1800 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through 3062, 3064 through 3066, 3068 through 3070, 3072 through 3074, 3076 through 3078, 3080 through 3082, 3084 through 3086, 3088 through 3090, 3092 through 3094, 3096 through 3098, 3100 through 3102, 3104 through 3106, 3108 through 3110, 3112 through 3114, 3116 through 3118, 3120 through 3122, 3124 through 3126, 3128 through 3130, 3132 through 3134, 3136 through 3138, 3140 through 3142, 3144 through 3146, 3148 through 3150, 3152 through 3154, 3156 through 3158, 3160 through 3162, 3164 through 3166, 3168 through 3170, 3172 through 3174, 3176 through 3178, 3180 through 3182, 3184 through 3186, 3188 through 3190, 3192 through 3194, 3196 through 3198, 3200 through 3202, 3204 through 3206, 3208 through 3210, 3212 through 3214, 3216 through 3218, 3220 through 3222, 3224 through 3226, 3228 through 3230, 3232 through 3234, 3236 through 3238, 3240 through 3242, 3244 through 3246, 3248 through 3250, 3252 through 3254, 3256 through 3258, 3260 through 3262, 3264 through 3266, 3268 through 3270, 3272 through 3274, 3276 through 3278, 3280 through 3282, 3284 through 3286, 3288 through 3290, 3292 through 3294, 3296 through 3298, 3300 through 3302, 3304 through 3306, 3308 through 3310, 3312 through 3314, 3316 through 3318, 3320 through 3322, 3324 through 3326, 3328 through 3330, 3332 through 3334, 3336 through 3338, 3340 through 3342, 3344 through 3346, 3348 through 3350, 3352 through 3354, 3356 through 3358, 3360 through 3362, 3364 through 3366, 3368 through 3370, 3372 through 3374, 3376 through 3378, 3380 through 3382, 3384 through 3386, 3388 through 3390, 3392 through 3394, 3396 through 3398, 3400 through 3402, 3404 through 3406, 3408 through 3410, 3412 through 3414, 3416 through 3418, 3420 through 3422, 3424 through 3426, 3428 through 3430, 3432 through 3434, 3436 through 3438, 3440 through 3442, 3444 through 3446, 3448 through 3450, 3452 through 3454, 3456 through 3458, 3460 through 3462, 3464 through 3466, 3468 through 3470, 3472 through 3474, 3476 through 3478, 3480 through 3482, 3484 through 3486, 3488 through 3490, 3492 through 3494, 3496 through 3498, 3500 through 3502, 3504 through 3506, 3508 through 3510, 3512 through 3514, 3516 through 3518, 3520 through 3522, 3524 through 3526, 3528 through 3530, 3532 through 3534, 3536 through 3538, 3540 through 3542, 3544 through 3546, 3548 through 3550, 3552 through 3554, 3556 through 3558, 3560 through 3562, 3564 through 3566, 3568 through 3570, 3572 through 3574, 3576 through 3578, 3580 through 3582, 3584 through 3586, 3588 through 3590, 3592 through 3594, 3596 through 3598, 3600 through 3602, 3604 through 3606, 3608 through 3610, 3612 through 3614, 3616 through 3618, 3620 through 3622, 3624 through 3626, 3628 through 3630, 3632 through 3634, 3636 through 3638, 3640 through 3642, 3644 through 3646, 3648 through 3650, 3652 through 3654, 3656 through 3658, 3660 through 3662, 3664 through 3666, 3668 through 3670, 3672 through 3674, 3676 through 3678, 3680 through 3682, 3684 through 3686, 3688 through 3690, 3692 through 3694, 3696 through 3698, 3700 through 3702, 3704 through 3706, 3708 through 3710, 3712 through 3714, 3716 through 3718, 3720 through 3722, 3724 through 3726, 3728 through 3730, 3732 through 3734, 3736 through 3738, 3740 through 3742, 3744 through 3746, 3748 through 3750, 3752 through 3754, 3756 through 3758, 3760 through 3762, 3764 through 3766, 3768 through 3770, 3772 through 3774, 3776 through 3778, 3780 through 3782, 3784 through 3786, 3788 through 3790, 3792 through 3794, 3796 through 3798, 3800 through 3802, 3804 through 3806, 3808 through 3810, 3812 through 3814, 3816 through 3818, 3820 through 3822, 3824 through 3826, 3828 through 3830, 3832 through 3834, 3836 through 3838, 3840 through 3842, 3844 through 3846, 3848 through 3850, 3852 through 3854, 3856 through 3858, 3860 through 3862, 3864 through 3866, 3868 through 3870, 3872 through 3874, 3876 through 3878, 3880 through 3882, 3884 through 3886, 3888 through 3890, 3892 through 3894, 3896 through 3898, 3900 through 3902, 3904 through 3906, 3908 through 3910, 3912 through 3914, 3916 through 3918, 3920 through 3922, 3924 through 3926, 3928 through 3930, 3932 through 3934, 3936 through 3938, 3940 through 3942, 3944 through 3946, 3948 through 3950, 3952 through 3954, 3956 through 3958, 3960 through 3962, 3964 through 3966, 3968 through 3970, 3972 through 3974, 3976 through 3978, 3980 through 3982, 3984 through 3986, 3988 through 3990, 3992 through 3994, 3996 through 3998, 4000 through 4002, 4004 through 4006, 4008 through 4010, 4012 through 4014, 4016 through 4018, 4020 through 4022, 4024 through 4026, 4028 through 4030, 4032 through 4034, 4036 through 4038, 4040 through 4042, 4044 through 4046, 4048 through 4050, 4052 through 4054, 4056 through 4058, 4060 through 4062, 4064 through 4066, 4068 through 4070, 4072 through 4074, 4076 through 4078, 4080 through 4082, 4084 through 4086, 4088 through 4090, 4092 through 4094, 4096 through 4098, 4100 through 4102, 4104 through 4106, 4108 through 4110, 4112 through 4114, 4116 through 4118, 4120 through 4122, 4124 through 4126, 4128 through 4130, 4132 through 4134, 4136 through 4138, 4140 through 4142, 4144 through 4146, 4148 through 4150, 4152 through 4154, 4156 through 4158, 4160 through 4162, 4164 through 4166, 4168 through 4170, 4172 through 4174, 4176 through 4178, 4180 through 4182, 418

ORDINANCE NO. O-1314-I

ITEM NO. 9

STAFF REPORT

GENERAL INFORMATION

APPLICANT

Robert Bailey

REQUESTED ACTION

Closure of the east 2.5-foot (2.5') of a seven and one-half foot (7.5') utility easement located along the southwest property line of Lots 5 and 15, Block 2, Red Canyon Ranch, Section 3, a Planned Unit Development.

BACKGROUND: This is a request for closing a portion of an existing platted utility easement within Lot 5 and Lot 15, Block 2, Red Canyon Ranch Addition, Section 3, a Planned Unit Development. The final plat for Red Canyon Ranch Addition, Section 3, a Planned Unit Development was filed of record on November 29, 2012.

DISCUSSION: All franchised utilities were notified to assess the impact on their facilities with the closure of the easement; there were no objections. Currently, there are no City owned utilities located within the easement. This will allow the property owners to utilize the standard five-foot (5') side yard setback providing more area to place a structure on the property.

RECOMMENDATION: Based on the fact the remaining five-foot (5') utility easement meets the City of Norman Standard Specifications Drawing UL01C, staff supports and recommends approval of the request to the closure of the east two and one-half feet (2.5') of a seven and one-half foot (7.5') utility easement located along the southwest property line of Lots 5 and 15, Block 2, Red Canyon Ranch Addition, Section 3, a Planned Unit Development.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 11, 2013

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 11th day of July 2013. 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 Chris Lewis called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT

Jim Gasaway
Andy Sherrer
Cindy Gordon
Sandy Bahan
Tom Knotts
Chris Lewis

MEMBERS ABSENT

Curtis McCarty
Roberta Pailles
Dave Boeck

A quorum was present.

STAFF MEMBERS PRESENT

Susan Connors, Director, Planning &
Community Development
Jane Hudson, Principal Planner
Janay Greenlee, Planner II
Ken Danner, Subdivision Development
Manager
David Riesland, Traffic Engineer
Roné Tromble, Recording Secretary
Leah Messner, Asst. City Attorney
Larry Knapp, GIS Analyst II
Terry Floyd, Development Coordinator

* * *

Item No. 9, being:

ORDINANCE NO. O-1314-1 – ROBERT BAILEY REQUESTS CLOSURE OF A PORTION OF THE UTILITY EASEMENT RUNNING ALONG THE SOUTHWEST PROPERTY LINE OF LOTS 5 AND 15, BLOCK 2, RED CANYON RANCH SECTION 3.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Petition to Close
4. Plat

PRESENTATION BY STAFF:

1. Ken Danner – Red Canyon Ranch Section 3 was filed of record at the Courthouse with a 7.5' utility easement located on the western side of Lots 5 and 15, Block 2. When a sanitary sewer and ONG is located in the front, our standard is 5'. Staff does not object to the closure of this 2.5' easement, which will then make it a 5' easement, which actually meets our standard.

PRESENTATION BY THE APPLICANT:

1. Robert Bailey, 301 E. Eufaula, representing the applicant, was available to answer questions.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Andy Sherrer moved to recommend adoption of Ordinance No. O-1213-50 to City Council. Cindy Gordon seconded the motion.

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

YEAS	Jim Gasaway, Andy Sherrer, Cindy Gordon, Sandy Bahan, Tom Knotts, Chris Lewis
NAYS	None
ABSENT	Curtis McCarty, Roberta Pailles, Dave Boeck

Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-1314-1 to City Council, passed by a vote of 6-0.



City of Norman, OK

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

Master

File Number: O-1314-2

File ID: O-1314-2	Type: Zoning Ordinance	Status: Consent Item
Version: 1	Reference: Item No. 8	In Control: City Council
Department: Planning and Community Development Department	Cost:	File Created: 06/20/2013

File Name: 1420 George Rezoning

Final Action:

Title: CONSIDERATION OF ORDINANCE NO. O-1314-2 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 PLACE LOTS 43 AND 44, BLOCK 5, HARDIE RUCKER ADDITION, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE R-2, TWO-FAMILY DWELLING DISTRICT, AND REMOVE THE SAME FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (LOCATED AT THE NORTHWEST CORNER OF GEORGE AVENUE AND STINSON STREET)

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1314-2 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 8

Attachments: Text File O-1314-2, O-1314-2, Location Map, Rezoning Staff Report - 1420 George, Site Plan-George Ave, 7-11-13 PC Minutes - R-1314-6 O-1314-2

Project Manager: Jane Hudson, Principal Planner

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	07/11/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	08/13/2013		Pass
Action Text: A motion was made by Commissioner Gasaway, seconded by Commissioner Gordon, that this Zoning Ordinance be Recommended for Adoption at a subsequent City Council Meeting to the City Council, due back on 8/13/2013. The motion carried by the following vote:							

Text of Legislative File O-1314-2

Body

SYNOPSIS: The applicant recently purchased this vacant lot intending to construct multi-family dwelling units, something similar to a permitted use in R-3, Multi-Family Dwelling District. The applicant's representative met with City staff to review the development options for the site and it is clear the most intense zoning district the square footage of the lot will allow is R-2, Two-Family Dwelling District. This site is currently zoned R-1, Single-Family Dwelling District. Under the R-1 zoning there can only be one dwelling unit on this lot. To have anything more than one dwelling unit, whether it be a duplex or a garage apartment, the zoning will have to be changed to a more intense zoning district. This property has been sold five times since 1993 with no one ever building on the site.

ANALYSIS:

SITE PLAN - The site plan submitted as part of this rezoning request depicts a development that meets the requirements for setbacks, coverage and standard parking guidelines for the R-2, Two Family Dwelling District.

OTHER AGENCY COMMENTS:

PARKS BOARD - There are no additional requirements for this proposal as the land is already platted and dedication of parkland was not required when this property was platted. The applicant will be charged the standard park fees, community and neighborhood, at the time a building permit is issued for the structure.

PUBLIC WORKS - There are no additional platting requirements for this lot. The applicant met with the Traffic Engineer to review the proposed drive access along Stinson Street; staff deemed the location approvable.

STAFF RECOMMENDATION: Staff has reviewed this application, the area, surrounding uses and considers this proposal as a suitable use of the site. The area is predominantly single-family with scattered garage apartments and lots that have been divided over the years to construct additional living structures. The area consists of rental properties as well as owner-occupied units. At the direction of City staff the applicant will keep the design of the development consistent with the residential component of the area and to not have a development that is too commercially designed.

Staff supports the request to rezone this property from R-1, Single Family Dwelling District to R-2, Two-Family Dwelling District and recommends approval of Ordinance No. O-1314-2.

At their meeting of July 11, 2013, the Planning Commission recommended adoption of this ordinance by a vote of 6-0.

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 LOTS 43 AND 44, BLOCK 5, HARDIE RUCKER ADDITION, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE R-2, TWO-FAMILY DWELLING DISTRICT, AND REMOVE SAME FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (Located at the northwest corner of George Avenue and Stinson Street)

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

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the R-2, Two-Family Dwelling District, and to remove the same from the R-1, Single Family Dwelling District, to wit:

Lots 43 and 44, Block 5, HARDIE RUCKER ADDITION, Norman, Cleveland County, Oklahoma. Said tract contains 0.2 acres, more or less.

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

ADOPTED this _____ day of _____, 2013.

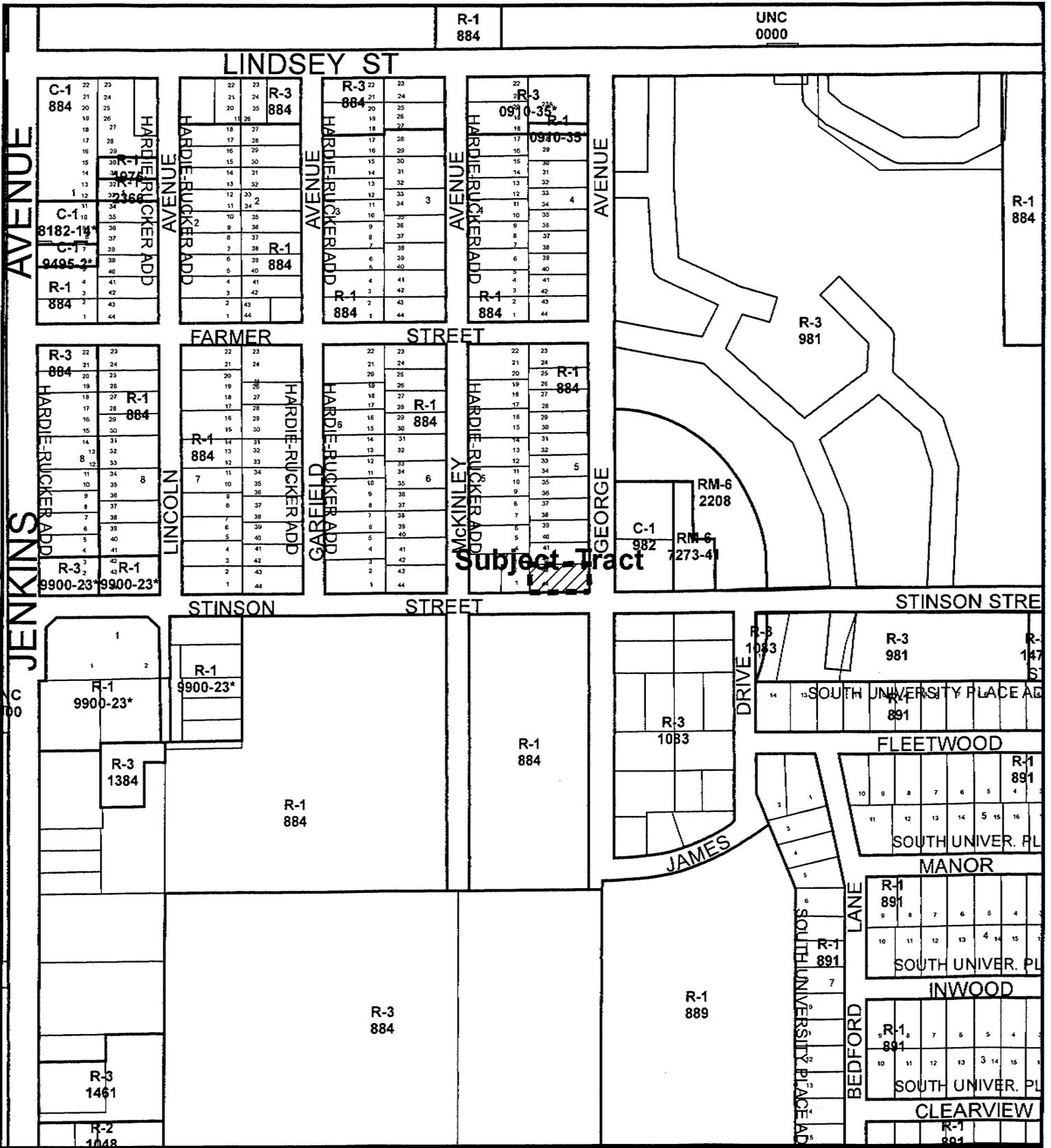
NOT ADOPTED this _____ day of _____, 2013.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

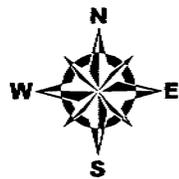


Location Map

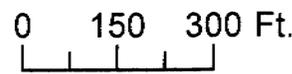
M:\GIS\10_Map_Templates\8-21_LocationMap.mxd



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 11, 2013



 Subject Tract
 Zoning 8-2

ORDINANCE NO. O-1314-2

ITEM NO. 10b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Gene Lavastida
REQUESTED ACTION	Rezoning to R-2, Two Family Dwelling District
EXISTING ZONING	R-1, Single Family Dwelling District
SURROUNDING ZONING	North: R-1 East: C-1, RM-6 South: R-1 West: R-1
LOCATION	1420 George Avenue
SIZE	0.2 acres, more or less
PURPOSE	Duplex
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Single-Family East: Commercial and Multi-Family South: Parkland West: Single-Family
LAND USE PLAN DESIGNATION	Low Density Residential

SYNOPSIS: The applicant recently purchased this vacant lot intending to construct multi-family dwelling units, something similar to a permitted use in R-3, Multi-Family Dwelling District. The applicant's representative has met with City staff to review the development options for the site and it is clear the most intense zoning district the square footage of the lot will fit with R-2, Two-Family Dwelling District. This site is currently zoned R-1, Single-Family Dwelling District. Under the R-1 zoning there can only be one dwelling unit on this lot. To have anything more than one dwelling unit, whether it be a duplex or a garage apartment, the zoning will have to be changed to a more intense zoning district. This property has been sold five times since 1993 with no one ever building on the site.

ANALYSIS:

- **SITE PLAN** The site plan submitted as part of this rezoning request identifies a development that meets the requirements for setbacks, coverage and standard parking guidelines for R-2, Two Family Dwelling District.

OTHER AGENCY COMMENTS:

- **PARKS BOARD** There are no additional requirements for this proposal as the land is already platted and dedication of parkland was not required when this property was platted. The applicant will be charged the standard park fees, community and neighborhood, at the time a building permit is issued for the structure.
- **PUBLIC WORKS** There are no additional platting requirements for this lot. The applicant met with the Traffic Engineer to review the proposed drive access along Stinson Street; staff deemed the location approvable.

STAFF RECOMMENDATION: Staff has reviewed this application, the area, surrounding uses and considers this proposal as a suitable use of the site. The area is predominantly single-family with scattered garage apartments and lots that have been divided over the years to allow for the development of additional living structures. The area consists of rental properties as well as owner-occupied units. At the direction of City staff the applicant will keep the design of the development consistent with the residential component of the area and to not have a development that is too commercially designed.

Staff supports the request to rezone this property from R-1, Single Family Dwelling District to R-2, Two-Family Dwelling District and recommends approval of Ordinance No. O-1314-2.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 11, 2013

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 11th day of July 2013. 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 Chris Lewis called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT

Jim Gasaway
Andy Sherrer
Cindy Gordon
Sandy Bahan
Tom Knotts
Chris Lewis

MEMBERS ABSENT

Curtis McCarty
Robertta Pailes
Dave Boeck

A quorum was present.

STAFF MEMBERS PRESENT

Susan Connors, Director, Planning &
Community Development
Jane Hudson, Principal Planner
Janay Greenlee, Planner II
Ken Danner, Subdivision Development
Manager
David Riesland, Traffic Engineer
Roné Tromble, Recording Secretary
Leah Messner, Asst. City Attorney
Larry Knapp, GIS Analyst II
Terry Floyd, Development Coordinator

* * *

Item No. 10, being:

RESOLUTION NO. R-1314-6 – GENE LAVASTIDA REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1314-1) FROM LOW DENSITY RESIDENTIAL DESIGNATION TO MEDIUM DENSITY RESIDENTIAL DESIGNATION FOR PROPERTY LOCATED AT 1420 GEORGE AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. 2025 Map
2. Staff Report
3. Pre-Development Summary
4. Greenbelt Commission Comments

and

ORDINANCE NO. O-1314-2 – GENE LAVASTIDA REQUESTS REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, TO R-2, TWO-FAMILY DWELLING DISTRICT, FOR PROPERTY LOCATED AT 1420 GEORGE AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Site Plan

PRESENTATION BY STAFF:

1. Jane Hudson – You have two applications before you. One is for the 2025 Land Use and Transportation Plan amendment from low density to medium density. This is the current land use map that we have with the commercial use to the east. As you can see, we have the low density residential to the north. The south portion is park area. A higher density residential component exists on the east side. As proposed, this would bring it up to a medium density from essentially a single-family designation to a duplex. And for the rezoning it's going from R-1 to R-2. The existing zoning – R-1 to the east. We've got some higher density, with RM-6, R-3. The area to the south is zoned R-1 but, as I stated, it was park area. There's the land use with the residential and commercial. This is the site itself. As you can see, it's directly at the corner. To the east you have the commercial convenience store. The building just north of it is a portion of OU's College of Architecture, I believe. Then you've got some additional duplex to the southeast. South is the park area, and there's a school further south. To the west there's a single-family home. This is looking north and it continues single-family homes on George. That's the end of the staff presentation. Staff does support the approval of Ordinance No. O-1314-2 and Resolution No. R-1314-6. I'd be happy to answer any questions. The owner's representative is here and he has a couple of slides for you as well.

PRESENTATION BY THE APPLICANT:

1. Gene Lavastida, 1730 Oakwood Drive – My presentation today and my proposal is pretty straight-forward and, I think, pretty easy considering the previous presenter. What I want to do is rezone it from R-1 to R-2 and put a duplex on the property there.
2. Mr. Knotts – Is this on-street parking?
3. Mr. Lavastida – I'll show you the plan. There is a drive off of George on the east side and there is a drive on the south side from Stinson.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Jim Gasaway moved to recommend adoption of Resolution No. R-1314-6 and Ordinance No. O-1314-2 to City Council. Cindy Gordon seconded the motion.

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

YEAS	Jim Gasaway, Andy Sherrer, Cindy Gordon, Sandy Bahan, Tom Knotts, Chris Lewis
NAYS	None
ABSENT	Curtis McCarty, Roberta Pailles, Dave Boeck

Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-1314-6 and Ordinance No. O-1314-2 to City Council, passed by a vote of 6-0.

* * *



City of Norman, OK

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

Master

File Number: O-1314-3

File ID: O-1314-3	Type: Zoning Ordinance	Status: Consent Item
Version: 1	Reference: Item No. 9	In Control: City Council
Department: Planning and Community Development Department	Cost:	File Created: 06/20/2013
File Name: 1217 S. Berry Rezone	Final Action:	

Title: CONSIDERATION OF ORDINANCE NO. O-1314-3 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 NORTHWEST QUARTER OF SECTION SIX,
TOWNSHIP EIGHT NORTH, RANGE TWO WEST OF THE INDIAN MERIDIAN,
NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-2, GENERAL COMMERCIAL
DISTRICT, AND REMOVE SAME FROM THE R-1, SINGLE FAMILY DWELLING
DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF.
(1217 SOUTH BERRY ROAD)

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1314-3 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 9

Attachments: Text File O-1314-3, O-1314-3, Location Map,
Rezoning Staff Report - 1217 S Berry, Preliminary
Site Plan Linberry, Linberry Protest Map 7-10-13, 1st
Protest Ledbetter 6-27-13, 2nd Protest Ledbetter
7/22/13, 7-11-13 PC Minutes - R-1314-7 O-1314-3
PP-1314-2

Project Manager: Jane Hudson, Principal Planner

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	07/11/2013	Recommended for Rejection	City Council	08/08/2013		Pass
Action Text: A motion was made by Commissioner Knotts, seconded by Commissioner Gordon, that this Zoning Ordinance be Recommended for Rejection to the City Council , due back on 8/8/2013. The motion carried by the following vote:							

Text of Legislative File O-1314-3

Body

SYNOPSIS: The applicant recently purchased this vacant tract intending to rezone and convert the tract into a parking lot for a proposed restaurant located on the lot to the north of this tract. The old Texadelphia restaurant located north of the subject tract closed and was purchased by the applicant. The new owner intends to rearrange the existing parking on the north lot and add additional parking area on this subject tract for a new restaurant yet to be determined.

ANALYSIS:

SITE PLAN: The site plan submitted for this project has been reviewed by staff and is in-line with the City requirements. The applicant has proposed landscaping and fencing to buffer adjacent single-family properties. There will be one access point onto Berry Road.

OTHER AGENCY COMMENTS:

PARKS BOARD: There are no additional requirements for parkland dedication on commercial developments.

PUBLIC WORKS: This property was never included in any plats processed in this area so the applicant is going through the platting process at the same time as the rezoning and plan change requests. The applicant will be required to install a sidewalk adjacent to Berry Road, along the west side of this tract.

The lot to the north of this unplatted subject tract is already platted; however, the City Traffic Engineer has required the applicant to close the existing access onto Berry Road from the northern lot. The newly proposed parking area has an access point onto Berry Road; therefore, the two access points are too close for Traffic to approve both locations. There is an existing one-way access point onto Lindsey Street from the northern tract and that access point will remain.

STAFF RECOMMENDATION: At the time of application for this rezoning it was the understanding of staff that the intent of the owner/applicant was to combine the two platted lots into one via a Lot Line Adjustment. The Zoning Ordinance does not designate a parking lot as an allowed use on a lot zoned C-2, General Commercial District without a principal use in place on that same lot. Therefore, as previously stated, staff's recommendation for approval for the zoning change was based on the applicant's intent to create one lot.

Free standing parking lots are allowed in the following zoning districts; R-2, RM-2, RM-4, RM-6, R-3, RO, O-1 and CO. There was discussion at the Planning Commission meeting about allowing parking lots in other zones. These lots are permitted provided that such parking lot is adjacent to the land on which the principal use is located or separated therefrom only by a street or alley if the principal use is CO, C-1, C-2, C-3, I-1, R-1, R-2 or R-3 Districts. However, it is the intent of this applicant to have the parking lot and principle use on the same lot.

Since, as previously stated, it was the understanding of staff that the owner/applicant was intending to combine the two lots staff did not recommend a zoning other than C-2, General Commercial District for the parking lot because it is always preferable to have a single use under one zoning district.

Staff has reviewed this application in several meetings and again for the platting and application process and considers the application compliant with zoning and platting requirements. As previously noted above, the applicant has been required to eliminate a drive along Berry Road, creating a better access point at the Berry Road and Lindsey Street intersection. The new/additional parking area on this subject tract for the proposed restaurant to the north will help with parking congestion and illegal parking from customers on a lot with limited parking.

Staff recommends approval of this application based on the following condition.

- **Before the applicant receives a permit to construct the parking lot a Lot Line Adjustment must be completed, filed of record with the County and returned to City staff.**

This conditional approval will eliminate any concerns of the allowed uses placed on this lot.

With the above noted condition, staff supports the rezoning request for this property from R-1, Single-Family Dwelling District to C-2, General Commercial District and recommends approval of Ordinance No. O-1314-3.

The Planning Commission, at their meeting of July 11, 2013, recommended denial of this ordinance by a vote of 5-1.

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 NORTHWEST QUARTER OF SECTION SIX, TOWNSHIP EIGHT NORTH, RANGE TWO WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND REMOVE SAME FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1217 South Berry Road)

- § 1. WHEREAS, 1217 South Berry, L.L.C. has made application to have the same placed in the C-2, General Commercial District, and to have the same removed from the R-1, Single Family Dwelling District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should not be granted and an ordinance not be adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the C-2, General Commercial District, and to remove the same from the R-1, Single Family Dwelling District, to wit:

A tract of land in the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

Beginning at a point 33 feet East and 233 feet South of the Northwest corner of said NW/4 of the NW/4; thence East 194.5 feet; thence South 110 feet; thence West 194.5 feet; thence North 110 feet to the point of beginning.

Said tract contains an area of 21,396.67 square feet or 0.4912 acres, more or less.

- § 5. Further, the site shall be developed in accordance with the Site Plan reviewed by the Planning Commission at their meeting of July 11, 2013.

§ 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
_____, 2013.

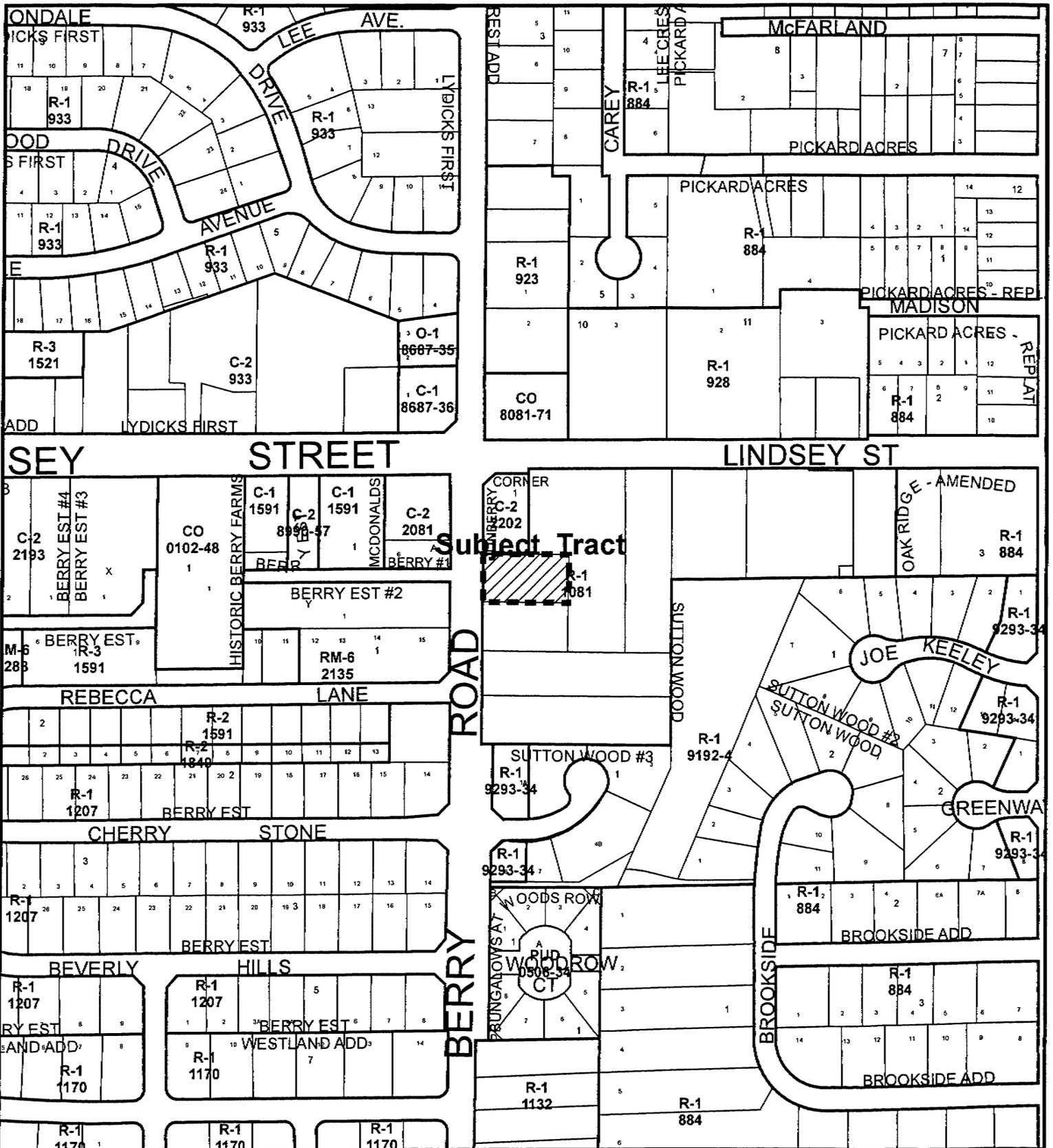
NOT ADOPTED this _____ day of
_____, 2013.

(Mayor)

(Mayor)

ATTEST:

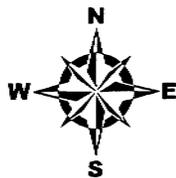
(City Clerk)



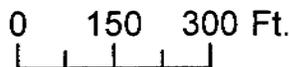
Location Map



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 11, 2013



Subject Tract

Zoning
 9-3

ORDINANCE NO. O-1314-3

ITEM NO. 11b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	1217 South Berry, L.L.C.
REQUESTED ACTION	Rezoning to C-2, General Commercial District
EXISTING ZONING	R-1, Single Family Dwelling District
SURROUNDING ZONING	North: C-2, R-1 East: R-1 South: R-1 West: C-2, RM-6
LOCATION	1217 South Berry Road
SIZE	0.4912 acres, more or less
PURPOSE	Parking Lot
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Commercial East: Single-Family Home South: Single-Family Home West: Commercial & Multi-Family
LAND USE PLAN DESIGNATION	Commercial

SYNOPSIS: The applicant recently purchased this vacant tract intending to rezone and convert the tract into a parking lot for a proposed restaurant located on the lot to the north of this tract. The old Texadelphia restaurant located north of the subject tract closed and was purchased by the applicant. The new owner intends to rearrange the existing parking on the north lot and add additional parking area on this subject tract for a new restaurant yet to be determined.

ANALYSIS:

- **SITE PLAN** The site plan submitted for this project has been reviewed by staff and is in-line with the City requirements. The applicant has proposed landscaping and fencing to buffer adjacent single-family properties. There will be one access point onto Berry Road.

OTHER AGENCY COMMENTS:

- **PARKS BOARD** There are no additional requirements for parkland dedication on commercial developments.
- **PUBLIC WORKS** This property was never included in any plats processed in this area so the applicant is going through the platting process at the same time as the rezoning and plan change requests. The applicant will be required to install a sidewalk adjacent to Berry Road, along the west side of this tract.

The lot to the north of this unplatted subject tract is already platted; however, the City Traffic Engineer has required the applicant to close the existing access onto Berry Road from the northern lot. The newly proposed parking area has an access point onto Berry Road; therefore, the two access points are too close for Traffic to approve both locations. There is an existing one-way access point onto Lindsey Street from the northern tract and that access point will remain.

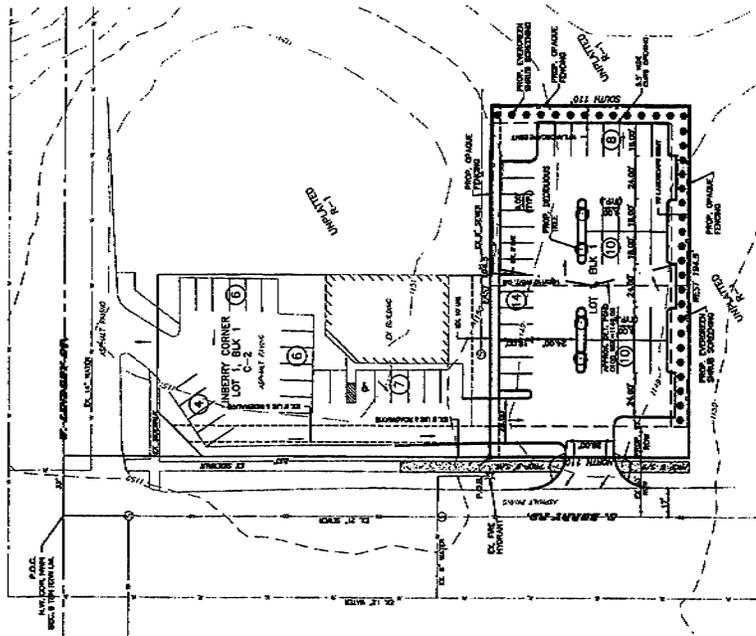
STAFF RECOMMENDATION: Staff has reviewed this application in several meetings and again for the platting and application process and considers the application compliant with zoning and platting requirements. As previously noted above, the applicant has been required to eliminate a drive along Berry Road, creating a better access point at the Berry Road and Lindsey Street intersection. This new/additional parking area on this subject tract for the proposed restaurant to the north will help with parking congestion and illegal parking from customers on a lot with limited parking.

Staff supports the rezoning request for this property from R-1, Single-Family Dwelling District to C-2, General Commercial District and recommends approval of Ordinance No. O-1314-3.

PRELIMINARY SITE PLAN OF

LINBERRY CORNER EXPANSION

A PART OF THE NORTHWEST QUARTER OF SECTION 6,
T 8 N, R 2 W, I.M., NORMAN, CLEVELAND COUNTY, OKLAHOMA



GENERAL NOTES

1. ANY EXISTING UTILITIES OR STRUCTURES ON LOT 5, BERRY RD TO BE REMOVED. EXISTING UTILITIES ON LINBERRY CORNER LOT 9 REMAIN.
2. THE SET OF MARKERS ON LINBERRY CORNER LOT 9 REMAIN.
3. FOR THE FIRE MARSHAL'S APPROVAL.
4. EXISTING DRIVEWAYS ACCESSING BERRY ROAD ON LINBERRY CORNER LOT AND ON 1217 S. BERRY ROAD WILL BE REMOVED. A NEW DRIVE ACCESSING BERRY ROAD WILL BE CONSTRUCTED AS SHOWN.

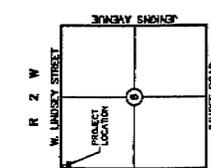
ARC
Engineering Consultants, LLC
ONE DOWNSIDE
SUITE 100
1217 S. BERRY ROAD
NORMAN, OKLAHOMA 73062
TEL: 405-878-1111
FAX: 405-878-1112
WWW.ARC-OKLAHOMA.COM



LINBERRY CORNER
EXPANSION
PRELIMINARY SITE PLAN
1217 S. BERRY RD.
NORMAN, CLEVELAND CO., OK.

NO.	DESCRIPTION	DATE

1 of 1

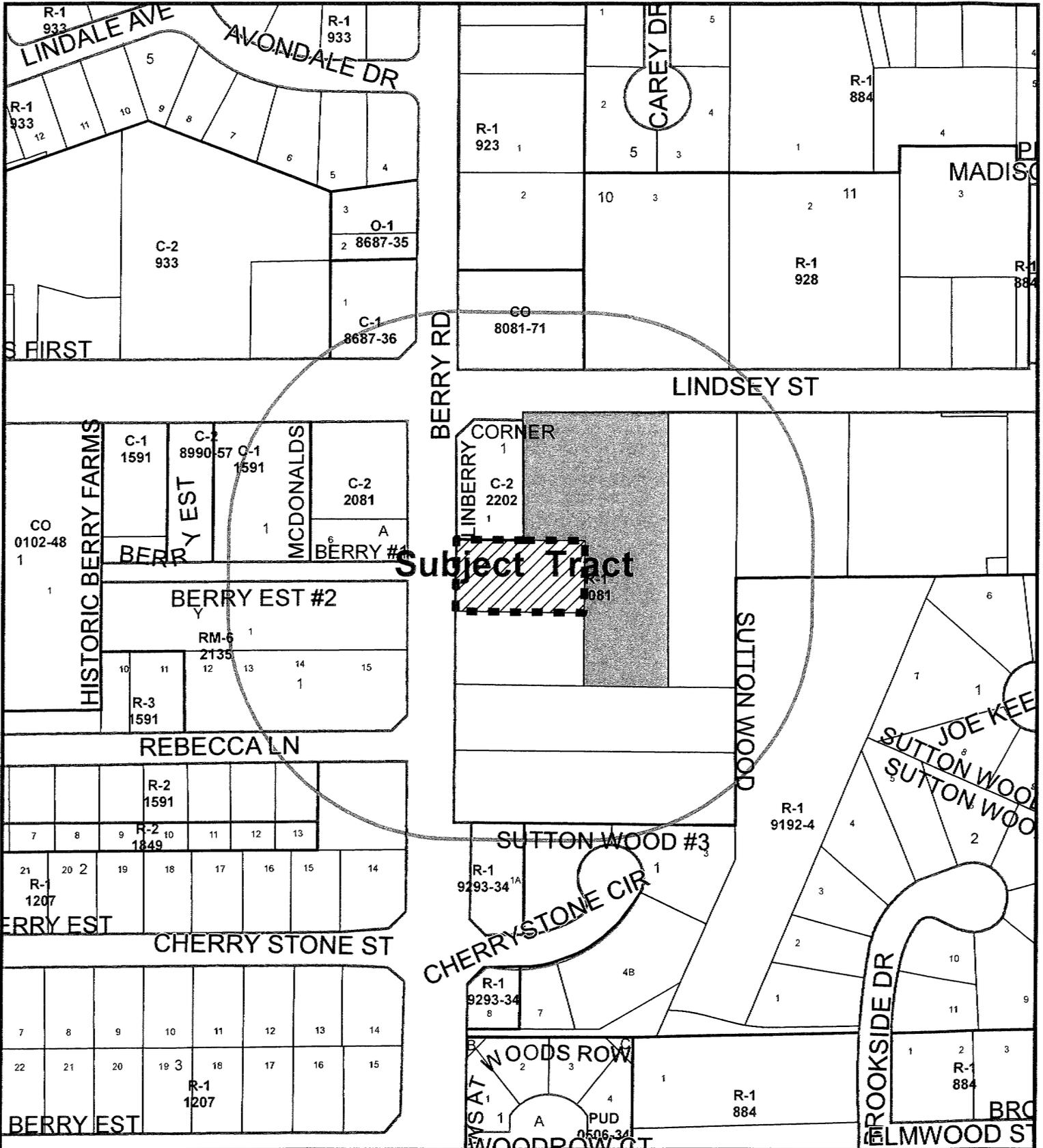


LEGAL DESCRIPTION
 A portion of the Northwest Quarter of Section 6, Township 8N, Range 2W, I.M., Norman, Cleveland County, Oklahoma, containing approximately 10.0 acres, more or less, bounded on the north by the 1/4 section corner of said NW 1/4, Section 6, T8N, R2W, I.M., Norman, Cleveland County, Oklahoma, on the east by the 1/4 section corner of said NW 1/4, Section 6, T8N, R2W, I.M., Norman, Cleveland County, Oklahoma, on the south by the 1/4 section corner of said NW 1/4, Section 6, T8N, R2W, I.M., Norman, Cleveland County, Oklahoma, on the west by the 1/4 section corner of said NW 1/4, Section 6, T8N, R2W, I.M., Norman, Cleveland County, Oklahoma, on the north, south, east and west.

ARC ENGINEERING CONSULTANTS, LLC
 P.O. BOX 3149
 NORMAN, OK 73062

DATE: 11/11/11

NOTE: IF A 1/4" SHEET IS PRINTED AS FULL-SCALE, THE SCALE SHOWN IS VERIFIED. THE SCALE SHOWN IS VERIFIED.

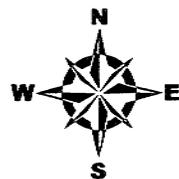


Protest Map

14.7% Protest Within Notification Area



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.



Scale: 1" = 200'
 July 10, 2013

-  Subject Tract
-  Protest
-  Notification Area

J . K E L L Y W O R K

ATTORNEY AT LAW

HIGHTOWER BUILDING
105 NORTH HUDSON, SUITE 304
OKLAHOMA CITY, OK 73102

PHONE: (405) 232-2790
FAX: (405) 232-3966
EMAIL: JKWORK@SBCGLOBAL.NET

June 26, 2013

Via First Class Mail

Norman Planning Commission
c/o City Clerk
P.O. Box 370
Norman, Oklahoma 73070

**Re: *Protest to Proposed Rezoning
Case Number PD 13-15
Location: 1217 S. Berry Rd;
SE Corner of West Lindsey Street and Berry Road***

Dear Norman Planning Commission:

On behalf of my client, Hugh E. Ledbetter, owner of the property located at 1104 West Lindsey Street, Norman, Oklahoma 73069, please let this serve as Notice of Protest and Opposition to the requested Amendment of the Norman 2025 Land Use Plan from Low Density Residential Designation to Commercial Designation and the proposed rezoning from R-1 Single Family Dwelling District to C-2 General Commercial District for property located at 1217 S. Berry Road. We urge you to deny this requested amendment and rezoning.

Further intrusion of commercial zoning into this residential area will have an adverse effect on the neighborhood. The requested rezoning would be harmful to the residents of the area, have a detrimental effect on the character of the area, and reduce property values.

We respectfully request that you deny the requested amendment to the Plan and the requested rezoning from R-1 Single Family Dwelling District to C-2 General Commercial District.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-27-13

Sincerely,

J. Kelly Work
Attorney for Hugh E. Ledbetter

cc: Hugh E. Ledbetter

J. KELLY WORK

ATTORNEY AT LAW

HIGHTOWER BUILDING
105 NORTH HUDSON, SUITE 304
OKLAHOMA CITY, OK 73102

PHONE: (405) 232-2790
FAX: (405) 232-3966
EMAIL: JKWORK@SBCGLOBAL.NET

July 19, 2013

Via First Class Mail

Mayor Cindy Rosenthal
City of Norman
P.O. Box 370
Norman, Oklahoma 73070

OFFICE OF
MAYOR
JUL 22 2013

Re: Protest to Proposed Rezoning
Location: 1217 S. Berry Rd; SE Corner of Lindsey and Berry (PD 13-15)
To be heard on August 27, 2013

Dear Mayor Rosenthal:

I am representing Mr. Hugh Ledbetter who resides next door to the east (and to the north of part) of the property that is the subject of the requested rezoning from R-1 to C-2, located at 1217 Berry Rd. Mr. Ledbetter's property is at 1104 W. Lindsay St. and is approximately 1 and 1/2 acres in size. We are opposed to the rezoning and request that it be denied. The Norman Planning Commission voted to recommend denial of the application at their hearing held June 11, 2013.

Enclosed is an aerial photo that shows the subject property labeled 1217 South Berry Road. Also labeled is the property owned by Hugh Ledbetter.

The property that is requested for rezoning is adjacent to the tract on the SE corner of Berry and Lindsey, where the Texadelphia restaurant was. The applicant has stated their intention to build a parking lot to serve the corner lot, where they propose to open another restaurant. At the pre-development meeting prior to the Planning Commission hearing, the applicant stated that they have not made a determination as to the type of restaurant to be located on the corner.

The expansion of C-2 commercial zoning will adversely affect Mr. Ledbetter and the other residents of the area. It will allow intensification of the use and result in more noise, traffic, and trash. C-2 commercial is not compatible adjacent to R-1 use. The size of the existing C-2 tract on the corner does somewhat restrict its use from some general commercial uses, but that is a good thing since it is located directly adjacent to single-family residential use. Adding additional C-2 zoned property on this corner, extending into the area behind Mr. Ledbetter's property, will dramatically expand and intensify the commercial use of this corner, much to the detriment of Mr. Ledbetter and his neighbors. These residents have been there a long time and should not be made to suffer by expansion of the incompatible commercial uses on this corner.

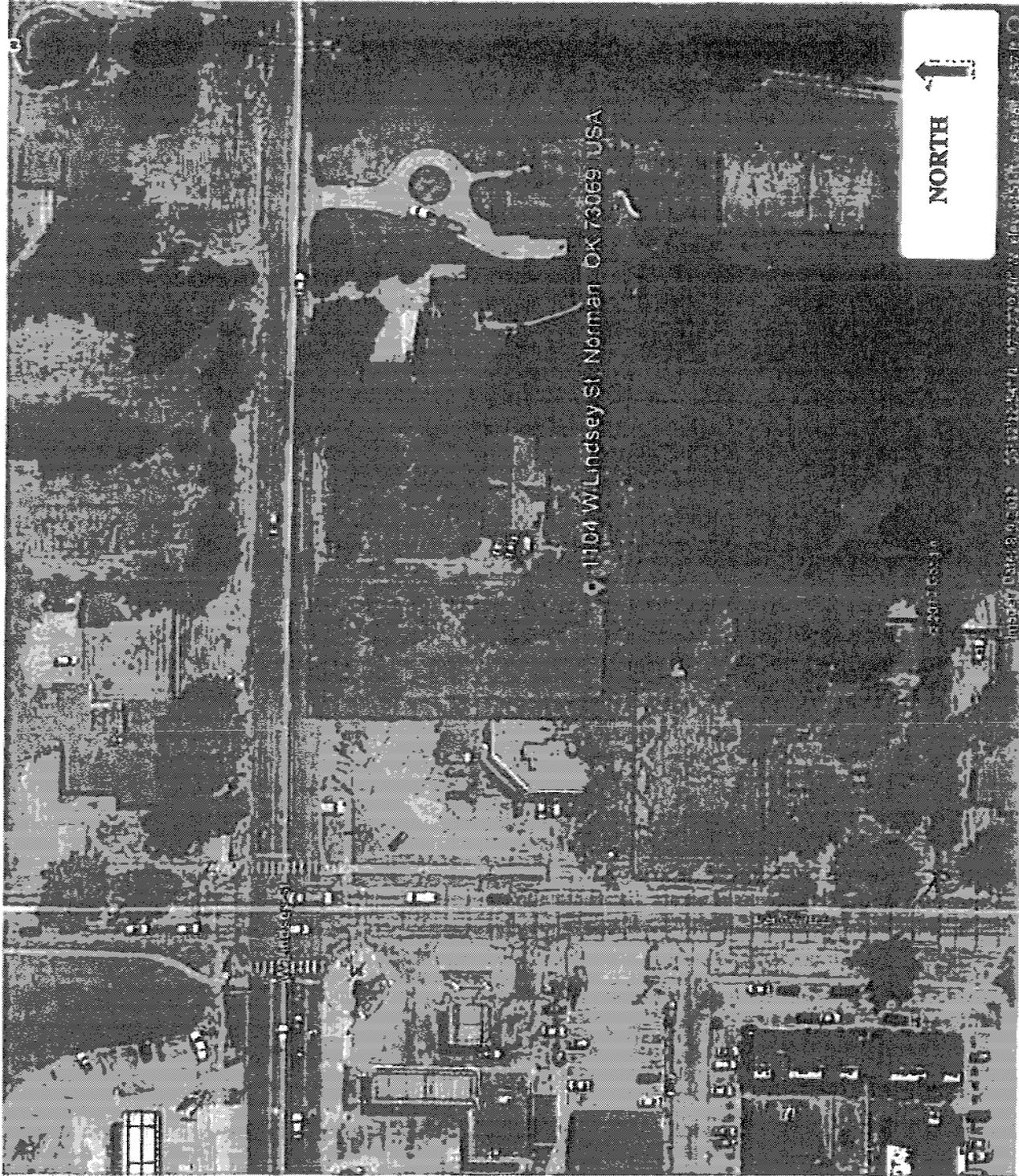
We urge you to accept the recommendation of the Planning Commission and deny this application. By doing so, you will protect the character of the residential area and avoid the adverse effects that would otherwise result. If you would care to visit about this matter or if you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Kelly Work', written over the word 'Sincerely'.

J. Kelly Work
Attorney for Hugh E. Ledbetter

cc: Hugh E. Ledbetter



Leibetter
Property

Subject Property
1217 S. Berry Rd.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 11, 2013

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 11th day of July 2013. 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 Chris Lewis called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Jim Gasaway
Andy Sherrer
Cindy Gordon
Sandy Bahan
Tom Knotts
Chris Lewis

MEMBERS ABSENT

Curtis McCarty
Roberta Pailes
Dave Boeck

A quorum was present.

STAFF MEMBERS PRESENT

Susan Connors, Director, Planning &
Community Development
Jane Hudson, Principal Planner
Janay Greenlee, Planner II
Ken Danner, Subdivision Development
Manager
David Riesland, Traffic Engineer
Roné Tromble, Recording Secretary
Leah Messner, Asst. City Attorney
Larry Knapp, GIS Analyst II
Terry Floyd, Development Coordinator

* * *

Item No. 11, being:

RESOLUTION NO. R-1314-7 – 1217 SOUTH BERRY, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1314-2) FROM LOW DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR PROPERTY LOCATED AT 1217 S. BERRY ROAD.

ITEMS SUBMITTED FOR THE RECORD:

1. 2025 Map
2. Staff Report
3. Pre-Development Summary
4. Greenbelt Commission Comments

ORDINANCE NO. O-1314-3 – 1217 SOUTH BERRY, L.L.C. REQUESTS REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, TO C-2, GENERAL COMMERCIAL DISTRICT, FOR PROPERTY LOCATED AT 1217 S. BERRY ROAD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Site Plan

PP-1314-2 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY 1217 SOUTH BERRY, L.L.C. (ARC ENGINEERING CONSULTANTS, L.L.C.) FOR LINBERRY CORNER EXPANSION ADDITION FOR PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF WEST LINDSEY STREET AND SOUTH BERRY ROAD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Site Plan
6. Request for Alley Waiver

PRESENTATION BY STAFF:

1. Jane Hudson – The applications before you are a Land Use Plan amendment as well as the rezoning. Current site is low-density residential. It's directly south of the corner of Lindsey and Berry Road on the east side. If approved, it would pull the commercial designation for land use as well. For the rezoning, the current zoning for the site is R-1 and they are requesting C-2. They would like to use it for a parking lot, is their proposal. Existing zoning is R-1 to the south and east. We've got C-2 and RM-6 to the west. The existing land use, you've got the single-family to the south again and multi-family to the west as well as the commercial. This is a proposal of the site plan itself. Here's the site. The old Texadelphia restaurant is to the north of this site directly adjacent. This is a shot of the lot that is to the east of the parking lot as well as the restaurant. This is the far east side of the lot. This is looking south. Again, south southwest with the multi-family. This is again west. This is a small little strip mall there that's currently in business and then the gas station. The photo I showed you a moment ago of the lot to the east is the subject tract that did have the protest on there. I need to make one correction in your Planning Commission agenda. On the site plan they had showed landscaping on the south side, the east side. They did not show landscaping on this north portion here. That was brought to my attention and they would be required to buffer that parking area against the single-family use with additional trees. I'd be happy to answer any questions. Staff does support these two requests – Ordinance No. O-1314-3, Resolution No. R-1314-7. The applicant's representative is here to give you a presentation or answer any questions as well.

2. Mr. Knotts – If we approve the C-2 on this lot, do they have to build the parking lot?

3. Ms. Hudson – It's my understanding that what is approved by Council – the site plan that you see which has the parking lot on it – should they decide to vary from that, they would have to revisit.
4. Mr. Gasaway – Kind of along the same line, if it does become C-2 and it's a parking lot for a few years, is there any protection afforded the neighbors that it couldn't automatically become something else legal in a C-2?
5. Ms. Hudson – Well, again, if it varies from the approved site plan that Council approved, then it's my understanding that they would have to come back and make those changes and those requests to that site plan.
6. Ms. Connors – Leah and I are trading looks. I don't agree with that. I think that the zoning allows a list of permitted uses, and any use within that, whether we have an approved site plan or not, and I'm going to let Leah finish that.
7. Leah Messner – I agree with Susan as to the zoning. If we rezone it to the requested zoning, they can do any use that they would like within that zoning category. However, I spoke with Mr. Danner earlier. The site plan is something that is part of the platting, and so Mr. Danner advises that if they show on the site plan that's a part of the platting of the lot that it's going to be a parking lot, that they would need to come back, at least to City staff, to revisit what the site plan is and how they can use the site, if they put on the site plan that it's all parking. Is that helpful, or more confusing?
8. Chairman Lewis – It was confusing to me. Let me ask a question. So in that case, knowing that there's an easement that runs through there and it would be difficult to build on top of it, my understanding from what you said is if they wanted to raze the current Texadelphia, or the building that's there – excuse me, not the business – and move it over to the parking lot, all they would have to do is come to the Planning Department and make that application?
9. Ms. Messner – I think I'm going to ask Ken to speak to that a little bit, because that's a platting issue that he's handled here for many, many, many years.
10. Mr. Danner – With the platting the site plan is specific. And a revised site plan could be submitted to staff. Normally, if it is a venture that is not part of what has been previously approved, we will more than likely send it back through for approval through the bodies.
11. Ms. Messner – Terry has been nice enough to open up the section of Chapter 19 that applies. And it says in such cases where a site plan has been required – so in this instance – and you want to file an amended site plan, it has to conform to all the code requirements and it may not deviate by adding more than 5% to the gross building area or 5% to the parking area. And, if it does, it's no longer an administrative process that staff could approve, and it comes back through.
12. Mr. Knotts – In some of the comments that were in the packet, there was a discussion that they haven't decided what the footprint of the restaurant is going to be, or what it's going to be. Would that current footprint of the building be part of this platting process and, therefore, if they increased it by 5% it would come back through?
13. Ms. Hudson – On the north side? That's not part of this plat, though.
14. Mr. Knotts – So they could actually build a significantly larger building on the existing.

15. Chairman Lewis – My understanding is that, unless they submit a new preliminary plat, anything that changes on the current preliminary plat greater than 5% -- that would have to come back through the Commission as a separate item. Correct?
16. Mr. Danner – The existing restaurant site is not part of this process. And at the time that was platted, the standards and regulations weren't the same. More than likely, a site plan was not specific back at that time.
17. Mr. Knotts – They have stated – it's in the packet, not sure if the existing building would be enlarged or what kind of restaurant it would be.
18. Mr. Danner – They would have to do it on that property.
19. Mr. Knotts – There would not be any kind of approval process for that.
20. Mr. Danner – More than likely not under the circumstances of when that was platted.
21. Ms. Connors – That lot is zoned and platted. They would go through a building permit process to change anything and they would have to meet the standards of the zoning – so all the setbacks and the parking requirements -- the current standards of the zoning if they were going to amend that building.

PRESENTATION BY THE APPLICANT:

1. Steve Rollins, Arc Engineering Consultants, 150 Deer Creek Road, Edmond, representing the applicant – This is a 0.49 acre site that we are proposing a parking lot. The developer is purchasing the existing Texadelphia restaurant site, so this is specifically to add parking to that restaurant. There will be 42 new parking spots added, in addition to the 23 parking spots that currently exist on the Texadelphia restaurant site. There have been many restaurants and businesses in this existing building that haven't worked and we believe that one reason for that is the lack of parking on the site. This will allow the developer to put in a successful restaurant and a nice concept for this area that will work and we won't have an empty building sitting at the corner of Lindsey and Berry Street. Also, as you probably know, Lindsey Street will be widened in a few years, and this will also take additional right-of-way along the north side of the existing Texadelphia restaurant site, again affecting parking and possibly taking even more parking at that time. This is a need for the business to make it successful. Detention is being provided within the parking lot. The stormwater will not affect any of the properties around us and we are requesting that the zoning be the same as the restaurant currently exists. If there are any questions or comments, I'd be happy to address those.
2. Ms. Gordon – I have a couple of general questions. What currently are the parking requirements – what would they have been for Texadelphia? Did they meet parking requirements with the 23 or whatever they had for that size restaurant?
3. Ms. Hudson – Currently the sit-down restaurant requires one space per 50 square feet of the customer service area, not the entire building. So it would just be based on where the customers would be sitting.
4. Ms. Gordon – My other question was, when they're widening Lindsey, how far are they going to widen that? Are they going to go all the way through, or are they going to kind of stop at Berry? Does anyone know that?
5. Mr. Riesland – The widening will extend to the bridge to the east of Berry. The bridge over Imhoff Creek. It's not all the way to Pickard, but it is across the frontage of the property. It's to get the drainage taken care of.

AUDIENCE PARTICIPATION:

1. Kelly Work, 105 N. Hudson, Suite 304, Oklahoma City – I'm here representing Mr. Hugh Ledbetter, who owns the property that is immediately to the east of the subject property. Mr. Ledbetter is present here tonight. That is his home. He resides there and has for many years. That property is addressed as 1104 West Lindsey. It is 1.5 acres in size and the drive, as was shown earlier in one of the aerial photos – his access is taken from Lindsey. I do have an aerial photo that I would like to pass around that I think gives you a good idea of what the existing uses are and how they're situated. One thing, while that's going around, that I just want to get some clarification on. The staff report makes reference to the applicant having purchased this property, but I don't think that is a correct statement. As I understand it, the applicant may have entered into a contract to purchase these two properties, probably contingent on getting the necessary approvals from the City of Norman, but at the present time those properties are owned by two other parties – by separate parties, so I just wanted to provide that clarification.

What I've done on the aerial photo is we've outlined in red the rough boundaries of Mr. Ledbetter's property and in black to the west there is the boundary of the subject property that is under consideration today. The request is to rezone the property from R-1, Single Family, to C-2, General Commercial, and we are opposed to that request to rezone the property to the general commercial zoning district. If that is to be done, or were to be done, it would significantly increase the amount of commercial zoning on this corner – C-2 zoning – that would allow the expansion and intensification of commercial use into the residential area and would extend, as you can see from the map and from the aerial photo – it would extend the commercial property into the area where Mr. Ledbetter lives. The property that is the subject of the rezoning extends at least another 50% into Mr. Ledbetter's property, which borders on the north. The C-2, General Commercial, we would submit, is just not compatible with R-1, Single Family residential use. There are many uses in the C-2 district that would be harmful and have adverse impact on single-family residential use, and it is just generally not considered to be desirable to have general commercial use adjacent to single-family residential.

And I know you all are familiar with this, but I just wanted to provide you with a copy of the uses permitted under the Norman ordinance in the C-2. If the C-2, General Commercial zoning is allowed to be expanded, you're going to have more noise, more odors, more trash, and more adverse impact on the residential property. And I want to address some of the comments just real briefly. The decision that is being made here today – if the C-2 zoning were to be approved – you are going to be allowing all of the uses that are allowed as permitted uses in the C-2 district. If they want to use the property as a gas station – if they want to use it as a dry cleaners – if they want to use it as a convenience store, they will be permitted to do so under the C-2 district. The only issue would be, as I understand it, whether or not a site plan would comply with the code requirements in terms of setback and other issues. So you are making the decision as to what the uses are that would be allowed.

If the intended use is a parking lot, they don't need C-2. They could do a parking lot in CO, Suburban district with a special use permit. They could do it in C-1. So there's no need to have the extreme measure of having C-2 extend into this residential area in order for a parking lot to be allowed. We would ask that you give it careful consideration as to the impact that may be. There have been several restaurants, it's been mentioned, that have gone in and out of that location. If this one is attempted and fails, it's going to be another C-2 use that goes in there. Thank you. We ask that you deny the application.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Ms. Gordon – Can I ask another quick question of the applicant? I'm sorry to be harping on this parking thing. So it says in here that you're going to be losing 17' due to the widening. How much parking would that take?

2. Steve Rollins – There are four parking spots along the north side and then there's parking along the east side. So 17' is going to take probably three spots here and then there will be

some sort of grass buffer between the street. So it may take three – four – five spots, just estimating.

3. Ms. Gordon – So you've clearly been in the Texadelphia restaurant, I'm assuming. Right?
4. Mr. Rollins – I actually have not been inside. No.
5. Ms. Gordon – So you do not know how much patron square footage there is.
6. Mr. Rollins – I do not. I'm sorry. No.
7. Mr. Gasaway – Let me ask a question of staff. Since it sounds like the primary objection is the concern over C-2, what other zoning categories with special use for parking lot could be considered?
8. Ms. Connors – I need to ask one question before that. The preliminary plat is only for this lot and is not incorporating the two lots into one. Is that correct? So it will be a separate platted lot. I'm seeing the staff shake their head yes.
9. Mr. Rollins – Okay. Yes. And the existing Texadelphia lot is already zoned C-2, so we already have C-2 zoning there.
10. Ms. Connors – So the question here is, though, if they're not incorporated into a single lot, which would protect this as only being a parking lot into the future. So to answer your question, Commissioner, R-2 is the first zoning district that would allow a parking lot for C-2 uses that are adjacent as a special use. The R-2 zoning district allows parking lots for C-2 uses as long as they're adjacent.
11. Mr. Gasaway – If that's the case, maybe I should ask the applicant why they chose C-2.
12. Mr. Rollins – To match the existing restaurant. It is already zoned C-2, so we matched that. That's what worked with our project. City staff also agreed and approved that. That's the reason.
13. Mr. Knotts – I understand the problem of not being able to get enough patrons in. I also look at this as commercial creep into residential. I feel like the most limiting zoning change would be the most appropriate for this, because I can – some corners have curses and if it went out of business we wouldn't have a whole lot of opportunity to correct this residential creep.

Tom Knotts moved to recommend denial of Resolution No. R-1314-7, Ordinance No. O-1314-3, and PP-1314-2, the Preliminary Plat for LINBERRY CORNER EXPANSION ADDITION, to City Council. Cindy Gordon seconded the motion.

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

YEAS	Jim Gasaway, Cindy Gordon, Sandy Bahan, Tom Knotts, Chris Lewis
NAYS	Andy Sherrer
ABSENT	Curtis McCarty, Roberta Pailles, Dave Boeck

Ms. Tromble announced that the motion, to recommend denial of Resolution No. R-1314-7, Ordinance No. O-1314-3, and PP-1314-2, the Preliminary Plat for LINBERRY CORNER EXPANSION ADDITION, to City Council, passed by a vote of 5-1.



City of Norman, OK

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

Master

File Number: AP-1314-6

File ID: AP-1314-6

Type: Appointment

Status: Consent Item

Version: 1

Reference: Item No. 10

In Control: City Council

Department: City Clerk Department

Cost:

File Created: 07/23/2013

File Name: APPOINTMENTS

Final Action:

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

GREENBELT COMMISSION

TERM: 07-13-13 TO 07-13-16: RICHARD MCKOWN, 4409 CANNON DR (AT-LG)
TERM: 07-13-13 TO 07-13-16: ROBERT BRUCE, 5209 LYON DRIVE (WARD 3)
TERM: 08-13-13 TO 07-13-16: DONNA BROWN, 1712 MONTCLAIR CT (WARD 6)
TERM: 07-13-12 TO 07-13-15: JAMES MCCAMPBELL, 1717 CAMBRIDGE (WARD 8)

HUMAN RIGHTS COMMISSION

TERM: 07-13-13 TO 07-13-16: MARY DRYWATER, 1707 SHEFFIELD DRIVE
TERM: 08-13-13 TO 07-13-16: JEFF HUGHES, 1600 ANN BRANDON BLVD, #614
TERM: 07-13-13 TO 07-13-16: TAMARA PULLIN, 415 COLLEGE AVENUE
TERM: 08-13-13 TO 07-13-15: HARRY WRIGHT, 3351 ALLSPICE RUN

LIBRARY BOARD

TERM: 05-01-13 TO 05-01-16: BREEA CLARK, 2021 ALAMEDA STREET, #802
TERM: 08-13-13 TO 05-01-16: LISA SCHMIDT, 1330 SALSBURY STREET
TERM: 08-13-13 TO 05-01-16: TIFFANY NEILL, 324 BARBOUR AVENUE

PUBLIC SAFETY OVERSIGHT COMMITTEE

TERM: 08-13-13 TO 02-10-15: LINDA LOCKETT, 910 ELM AVENUE

NORMAN ECONOMIC DEVELOPMENT ADVISORY BOARD

TERM: 08-13-13 TO 08-13-14: ALEXANDER HOLMES, 2519 FAIRFIELD DRIVE
TERM: 08-13-13 TO 08-13-14: EDD PAINTER, 3927 CHARING CROSS COURT
TERM: 08-13-13 TO 08-13-15: HOSSEIN FARZANEH, 121 ACCIPITER STREET
TERM: 08-13-13 TO 08-13-15: BEN GRAVES, 1030 JOE KEELEY DRIVE
TERM: 08-13-13 TO 08-13-15: CHRIS PURCELL, 2014 MORNING DEW TRAIL
TERM: 08-13-13 TO 08-13-16: RENEE PORTER, 1216 COUNTRY CLUB DRIVE
TERM: 08-13-13 TO 08-13-16: CHUCK THOMPSON, 3519 CHUKKAR COURT

Notes: ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 10

Attachments: Text File appointments, O-1213-42

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@mccinnovations.com

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File AP-1314-6

Body

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Donna Brown will replace Jane Ingels; Jeff Hughes will replace Lisa Schmidt; Harry Wright will replace Theo Pope who has resigned; Lisa Schmidt will replace Simon Rudnick; Tiffany Neill will replace Renee Porter; Linda Lockett will replace Don Holyfield who has resigned; and Richard McKown, Robert Bruce, James McCampbell, Mary Drywater, Tamara Pullin, and Breea Clark are reappointments.

The Norman Economic Development Advisory Board was created with the adoption by City Council of Ordinance No. O-1213-42 on April 23, 2013. The ordinance outlines all of the requirements for members of the board and composition of membership shall be seven (7) members, at least four (4) of whom possess suitable and appropriate knowledge and/or experience in the areas of economics, business, finance, law, policy analysis, and community development. Two members are to be initially appointed for one-year terms, three members for two-year terms, and two members for three-year terms. Thereafter, successor appointments shall serve three-year terms. Ordinance No. O-1213-42 is included as an attachment. The appointments to Norman Economic Development Advisory Board are listed above.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE I, SECTIONS 4-101 AND 4-105; AND ADDING ARTICLE XXII, SECTIONS 4-2201 THROUGH 4-2204 TO CHAPTER 4 OF THE CODE OF THE CITY OF NORMAN TO PROVIDE FOR THE CREATION OF THE ECONOMIC DEVELOPMENT ADVISORY BOARD; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Article I of Chapter 4 of the Code of the City of Norman, Oklahoma, be amended to read as follows:

Sec. 4-101. - Appointive boards and commissions: Appointments; terms of office.

(a) The appointed members of the following boards and commissions shall first be nominated by the Mayor and then confirmed by a majority of the Council:

* * *

(15) Economic Development Advisory Board.

(b) The number of appointive members of each respective body and their overall respective terms of office shall be:

* * *

(15) Initially consisting of two (2) members appointed for one-year terms, three (3) members appointed for two-year terms and two (2) members appointed for three-year terms. Thereafter, successor appointments shall serve three-year terms.

* * * * *

§ 2. That Article I of Chapter 4 of the Code of the City of Norman, Oklahoma, be amended to read as follows:

Sec. 4-105. - Appointive boards and commissions: Appointments; terms of office.

* * *

(5) Not be a member of any other appointive board or commission referenced in this Chapter except that potential members of the Economic Development Advisory Board shall not be disqualified from service on that Board due to service on other Boards or Commissions of the City of Norman.

* * * * *

§ 3. That Article XXII of Chapter 4 of the Code of the City of Norman, Oklahoma, be added to read as follows:

ARTICLE XXII. ECONOMIC DEVELOPMENT ADVISORY BOARD

* * * * *

§ 4. That Section 4-2201 of the Code of the City of Norman, Oklahoma, be added to read as follows:

Sec. 4-2201. Created; Composition of Membership.

(a) There is hereby created the Economic Development Advisory Board of the City of Norman, Oklahoma. Such Economic Development Advisory Board shall be composed of seven (7) members, at least four (4) of whom possess suitable and appropriate knowledge and/or experience in the areas of economics, business, finance, law, policy analysis, and community development.

(b) In addition to the members set forth in (a) above, the Executive Director of the Norman Economic Development Coalition or his or her designee shall serve on the Economic Development Advisory Board in a non-voting ex-officio capacity.

* * * * *

§ 5. That Section 4-2202 of the Code of the City of Norman, Oklahoma, be added to read as follows:

Sec. 4-2202. Quorum and Operation.

(a) *Quorum.* At any meeting of the Economic Development Advisory Board, a quorum shall consist of four (4) of the members appointed under §4-2201(a). No action shall be taken in the absence of a quorum.

(b) *Meeting.* The Economic Development Advisory Board shall meet as needed in the furtherance of its duties set forth herein.

(c) *Board officers.* The Economic Development Advisory Board shall elect one member to be its Chairperson, and one member to be its Vice-Chairperson.

* * * * *

§ 6. That Section 4-2203 of the Code of the City of Norman, Oklahoma, be added to read as follows:

Sec. 4-2203. Duties and Powers of the Board.

(a) The Economic Development Advisory Board shall generally act in an advisory capacity to City Council with regards to economic development policies, opportunities, and requests for City-funded incentives of private businesses and shall investigate other economic development related items as requested by City Council.

(b) The Economic Development Advisory Board shall specifically:

- (1) Make recommendations to City Council regarding proposed economic development policies and programs;
- (2) Make recommendations to City Council regarding requests for City-funded incentives for private businesses as proposed by the Norman Economic Development Coalition;
- (3) Aid City Council in developing strategies and plans for promoting economic development in the City of Norman;
- (4) Investigate and report on economic development issues as assigned by the City Council;
- (5) Serve as a forum for economic development policy discussion and education; and
- (6) Assist in identifying assets, resources, and incentives appropriate for furthering economic development within the City of Norman.

* * * * *

§ 6. That Section 4-2204 of the Code of the City of Norman, Oklahoma, be added to read as follows:

Sec. 4-2204. - Expenditures of City funds; compensation; reimbursement of expenses.

(a) The Economic Development Advisory Board shall neither authorize nor incur the expenditures of any City funds for any purpose except as may be authorized and appropriated therefore by the Council.

* * * * *

§ 7. 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 23rd day of

NOT ADOPTED this _____ day of

April, 2013.

_____, 2013.

Cindy S Rosette
(Mayor)

(Mayor)

ATTEST:

Toranda Hall
(City Clerk)





City of Norman, OK

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

Master

File Number: GID-1314-17

File ID: GID-1314-17	Type: Request for Payment	Status: Consent Item
Version: 1	Reference: Item No. 11	In Control: City Council
Department: City Clerk Department	Cost:	File Created: 08/05/2013
File Name: ACOG Dues 2014	Final Action:	

Title: CONSIDERATION OF PAYMENT OF FYE 2014 DUES ASSESSMENT IN THE AMOUNT OF \$60,390 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) FOR THE PERIOD OF JULY 1, 2013, THROUGH JUNE 30, 2014.

Notes: ACTION NEEDED: Motion to approve or reject payment of FYE 2014 dues assessment in the amount of \$60,390 to the Association of Central Oklahoma Governments through June 30, 2014.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 11

Attachments: Text File ACOG Dues, Letter from ACOG, ACOG Invoice

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:
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Text of Legislative File GID-1314-17

Body

INFORMATION: Funding for the ACOG annual dues was included in the FYE 2014 Budget.



association of central oklahoma governments

Chair Elizabeth Waner
Edmond Councilmember

Vice-Chair Pete White
Oklahoma City Councilmember

Secretary/Treasurer Willa Johnson
Oklahoma County Commissioner

Executive Director
John G. Johnson

July 1, 2013

INVOICE #6611

City of Norman
201 West Gray
Norman, Oklahoma 73070-0370

ACOG Basic Assessment for FY-14	32,583.00
ACOG Transportation Assessment for FY-14	12,622.00
ACOG Water Quality Assessment for FY-14	<u>15,185.00</u>

Total FY-14 Dues Assessment \$60,390.00



association of central oklahoma governments

Chair Elizabeth Waner
Edmond Councilmember

Vice-Chair Pete White
Oklahoma City Councilmember

Sec/Treasurer Willa Johnson
Oklahoma County Commissioner

Executive Director
John G. Johnson

OFFICE OF
CITY MANAGER
AUG 02 2013

July 30, 2013

Mr. Steve Lewis, City Manager
City of Norman
201 W. Gray Street
Norman, OK 73069

Dear Mr. Lewis:

The Association of Central Oklahoma Governments (ACOG) is an association of city, town and county governments within Central Oklahoma. The ACOG area encompasses Oklahoma, Cleveland, Canadian and Logan counties. ACOG currently has 37 dues-paying member entities.

Formed under the (Oklahoma State) Interlocal Cooperation Act, ACOG's mission is to build a stronger regional community by means of cooperation, leadership and planning. ACOG serves the greater Oklahoma City region as the designated metropolitan planning organization (MPO), and works on mobility, public safety and livability programs for Central Oklahoma.

Through ACOG's leadership, area jurisdictions and diverse community interests collaborate to address the region's challenges and identify the opportunities for cooperative solutions. These efforts, in turn, enhance the effectiveness of local government. The City of Norman, a Charter member, has been an active participant in ACOG since its beginning in 1966.

A Forum for Addressing Regional Objectives and Diverse Community Issues

ACOG provides an opportunity for city leaders to foster relationships with neighboring communities with the goal of finding common solutions for shared actions.

The best example of this is the build-out of the region's enhanced 9-1-1 system. In 1987, the city and the region developed the life-saving 9-1-1 emergency telephone system through a concerted effort requiring public elections that approved landline user fees. In 2005, ACOG and the City of Norman again led efforts to establish enhanced 9-1-1 service for mobile phones. As technology and mobile devices continue to evolve, so too, do our efforts in assuring that the 9-1-1 system remains compliant and compatible.

Other examples of regional programs managed by ACOG that impact and benefit Norman include:

Air Quality Program – For over 20 years, ACOG has been the leader in maintaining air quality in Central Oklahoma. However, the region is faced with a new challenge as a result of revisions to the National Ambient Air Quality Standards (NAAQS) for ozone. The new ozone standard will most likely result in our region's violation of the standard, requiring expanded and regulated efforts to get back into compliance. The implications of violating the ozone standard could have a negative impact on economic development in Norman and neighboring communities. As of summer 2013, the Central Oklahoma region is in violation of the ozone standard, but is still classified an attainment region. We are working with state and federal stakeholders to monitor any policy impacts that a designation may have on the region.

Legislative Issues - ACOG staff monitors state and federal legislation and policy that could potentially affect local governments and communities, and keeps its members up to date through correspondence and presentations at ACOG Board meetings.

Economic Development – In spring 2013, ACOG became designated an official Economic Development District (EDD). This designation will allow ACOG to work with the city and the U.S. Economic Development Administration on infrastructure improvement projects that could promote community and economic development. One of the first successes of our program was acquiring the EDA grant for the build-out of the University North Park Centre. ACOG will also continue to monitor and update the region's Comprehensive Economic Development Strategy (CEDS), and work with city and staff from Norman's economic development partners.

Long-Range Planning (Transportation and Water)

Transportation Planning – A significant benefit of participation in the regional transportation planning process is the ability of member entities to access federal transportation funds for pennies on the dollar. Norman has long served as the cornerstone for the required local participation in the regional transportation planning process. The City's active membership on committees, assistance with defining needs within the City and the region have helped support the federally certified Oklahoma City Area Regional Transportation Study (OCARTS) area planning process since its inception 47 years ago.

Norman receives funding through ACOG for arterial street improvement projects, traffic signal improvements and sidewalk construction through the Surface Transportation Program Urbanized Area (STP-UZA) funds. The STP-UZA (and safety) funds estimated to be available to the City in FY13 was \$6,545,216.

In FY2014, ACOG will continue working on the regional Commuter Corridors Study. The study will look at transit capacity in three corridors in the region, including a southern corridor that would examine connections between Norman and Oklahoma City. This study will also re-engage the next phase of the Regional Transit Dialogue, which is a vision for regional transit in Central Oklahoma.

For FY2014, the City of Norman's Transportation dues is \$12,622. The return on investment to the city in this category alone is substantial.

Water Resources – The Water Resources Division of ACOG helps our members maximize the use of ground and surface water resources. This includes planning, management, protection, and research of potable water supplies.

The Water Resources Division staff maintains the largest technical database on the Garber-Wellington aquifer and other groundwater resources of the region. ACOG staff is currently working with state, federal, and local communities to ensure a technically sound yield study and a fair and equitable distribution of water rights in Central Oklahoma.

As an EPA designated 208 Agency for surface water quality management, ACOG reviews, maintains, and implements necessary plans for discharge permits and TMDL studies. As part of this 208 strategy, ACOG staff is currently assisting with a regional water quality study on the Canadian River. This study encompasses all the municipal dischargers along the river segment from Minco to Purcell, including Oklahoma City, Norman, Moore, and Mustang.

The Canadian River project will provide regional water resources staff an informed understanding of the assimilative capacity of the watershed for future waste load allocations. In the past few years, the City of Norman joined a regional group with the intent to organize and execute a waste load allocation survey. The project will be ready to submit to ODEQ in FY2014.

Technical Assistance and Other Services

Technical Assistance (TA) – ACOG prides itself on being responsive to its member entities. Members are encouraged to contact staff whenever they have a need. According to our records, Norman has contacted ACOG for assistance on such things as:

- Alternative fuel vehicle information (IGS staff)
- Socioeconomic and data information (Transportation staff)
- Emergency management (dispatcher) training information (9-1-1 staff)
- Transportation policy and funding information (Transportation staff)
- Air Quality information (Transportation staff)
- Wireless Phase 2 testing information (9-1-1 staff)
- Next Generation 9-1-1 research and program development (9-1-1 staff)
- Bike to Work Day information (Transportation staff)
- Groundwater information (Water resources staff)
- Safe Routes to School information (Transportation staff)
- Federal and state legislative issues (IGS staff)
- Bicycle and pedestrian safety and active transportation programming (IGS and TPS staff)
- Comprehensive Economic Development Strategy and Economic Development grants and opportunities (IGS/EDD staff)

- Disaster Relief Opportunity (DRO) funding potential and resource assistance with federally declared disasters (IGS/EDD staff).

To summarize, the dues paid by the City of Norman and the member governments in Central Oklahoma supplements a dedicated and professional staff who:

- Provide a fair and impartial setting for regional decision making.
- Track and analyze issues that may affect our local governments.
- Provide guidance and assistance in problem solving.
- Provide quality services that are relevant, effective and efficient.

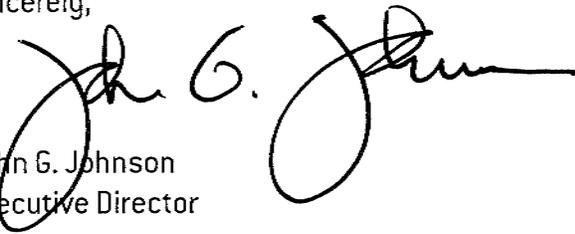
Our programming and commitment to our members and the citizens of Central Oklahoma illustrates that ACOG operates as a sole source to the City of Norman for a variety of professional services.

Norman is a vital player in the regional planning process. Regional cooperation doesn't just happen on its own. It stems from visionary communities like Norman who strive to see the full potential of the Central Oklahoma region. ACOG is committed to assisting its member communities as they strive for excellence and in providing a cooperative forum in which to achieve that goal.

If you have any questions or require additional information, please call me at 234-2264.

Sincerely,

John G. Johnson
Executive Director

A handwritten signature in black ink, appearing to read "John G. Johnson". The signature is fluid and cursive, with a large loop at the end.



City of Norman, OK

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

Master

File Number: BID-1213-93

File ID: BID-1213-93	Type: Bid	Status: Consent item
Version: 1	Reference: Item No. 12	In Control: City Council
Department: Utilities Department	Cost:	File Created: 07/30/2013
File Name: Bid No. for purchase of water meters		Final Action:

Title: CONSIDERATION AND AWARDING OF BID NO. 1213-93 FOR THE PURCHASE OF WATER METERS FOR THE LINE MAINTENANCE DIVISION.

Notes: ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications for Sections 1, 2, 3, 10, and 13; and, if accepted, award the bid to H.D. Waterworks Supply as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications for Sections 4, 5, 6, 7, 8, 9, 11, and 12; and, if accepted, award the bid to Badger Meter, Inc., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 12

Attachments: Text File Water Meter Bid, Bid Tab Water Meters

Project Manager: David Hager, Water Treatment Supt

Entered by: david.hager@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File BID-1213-93

Body

BACKGROUND: On June 27, 2013 bids were opened on Bid No. 1213-93 for local register water meters for the Utilities Line Maintenance Division. Funds have been budgeted in the FYE14 budget for these purchases.

In FYE86 a committee comprised of Public Works staff and Division staff recommended standardizing specifications for turbine, compound and residential cold water meters due to the increasing costs associated with the difficulty in obtaining, inventorying repair parts, and purchasing water meters. The committee recommended acceptance of only Badger, Neptune and Sensus Technologies water meters in the annual cold water meter contract. This option allowed the Division to purchase and implement radio-read meter technology

where practical. Local read meters must be physically read by a person. Radio read meters can be read by a receiving computer in a vehicle as you drive by each meter.

Although the radio-read meter technology has proven to be cost-effective for certain installations for the Meter Services section, the cost difference between local read registers and radio-read registers is substantial (approximately \$100.00 per meter).

Water Meters that have been installed over the past five years are as follows :

FYE09 - 719 local read water meters ranging in size from ¾" to 2" and 546 radio-read water meters.

FYE10 - 648 local read register water meters and 400 radio-read water meters

FYE 11 - 514 local read register water meters and 400 radio-read water meters

FYE12 - 248 local read register meters and 416 radio-read water meters

FYE13 - 869 local read register water meters and 413 radio-read water meters.

DISCUSSION: Proposals were sent to four (4) suppliers who manufacture water meters meeting City of Norman specifications with three (3) responses. The bid provides for the purchase, on an as needed basis, of approximately 800 residential cold water meters beginning in FYE14; this also allows for purchase of small quantities of large size water meters. Bid prices increased on an average of 8% over the current contract amounts approved in FYE11, due to increased costs associated with enviro brass and copper used in the manufacture of water meters.

RECOMMENDATION: It is recommended that Bid No. 1213-93 be awarded to Badger Meter, Inc. and to HD Supply Waterworks, Inc. as the lowest and best bidders meeting specifications. Funds are available in Maintenance Supplies Meter Sets/Repairs (account 031-5551-462.32-18; balance for FYE14 \$178,859)

LINE MAINTENANCE DIVISION - TABULATION OF BIDS
BID NO. 1213-93 - June 27, 2013

WATER METERS	HD SUPPLY WATERWORKS, INC.	BADGER METER, INC.	UTILITY TECHNOLOGY SERVICES	NEPTUNE TECHNOLOGY GROUP, INC.
SECTION I 5/8" X 3/4" RC DL	Oklahoma City, OK \$ 42.70	Milwaukee, WI \$ 43.49	Oklahoma City, OK BID DID NOT MEET SPECIFICATIONS	Talasssee, AL. NO RESPONSE
SECTION II 1" RC DL 70 Bronze	\$ 102.00	\$ 104.50		
SECTION III 1 1/2" RC DL 120, Elliptical	\$ 310.00	\$ 319.00		
SECTION IV 2" RC DL Compound Series	\$ 1,033.33	\$ 955.00		
SECTION V 2" RC DL 170, Elliptical	\$ 398.00	\$ 395.00		
SECTION VI 2" RC DL T-200 Turbo, Elliptical	\$ 502.00	\$ 440.00		
SECTION VII 3" RC DL Compound Series	\$ 1,437.50	\$ 1,245.00		
SECTION VIII 3" RC DL T-450 Turbo	\$ 812.50	\$ 530.00		
SECTION IX 3" RC DL T-450-FH Turbo	\$ 755.00	\$ 525.00		
SECTION X 4" RC DL Compound Series	\$ 1,750.00	\$ 1,845.00		
SECTION XI 4" RC DL T-1000 Turbo	\$ 937.50	\$ 835.00		
SECTION XII 6" RC DL Compound Series	\$ 3,066.67	\$ 2,725.00		
SECTION XIII 6" RC DL T-2000 Turbo	\$ 1,600.00	\$ 2,080.00		

RECOMMENDATION: That Sections I, II, III, X, and XIII of Bid No. 1213-93-59 be awarded to HD Supply Waterworks, Inc., and Sections IV, V, VI, VII, VIII, IX, XI and XII be awarded to Badger Meter, Inc., as the lowest bidders meeting all of the specifications.

The materials contracts are effective through July 31, 2014.

Forwarded by: David Hager, Line Maintenance Superintendent



City of Norman, OK

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

Master

File Number: K-1314-7

File ID: K-1314-7	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 13	In Control: City Council
Department: Utilities Department	Cost: \$92,000.00	File Created: 07/18/2013
File Name: Well House No. 20 Reconstruction Project		Final Action: 08/13/2013

Title: CONSIDERATION OF BID NO. 1213-94, NORMAN UTILITIES AUTHORITY APPROVAL OF CONTRACT NO. K-1314-7 WITH ASSOCIATED ENVIRONMENTAL INDUSTRIES CORPORATION IN THE AMOUNT OF \$92,000; PERFORMANCE BOND NO. B-1314-6; STATUTORY BOND NO. B-1314-7; AND MAINTENANCE BOND NO. MB-1314-3; FOR THE WATER WELL HOUSE NO. 20 RECONSTRUCTION PROJECT AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$92,000 to Associated Environmental Industries Corporation as the lowest and best bidder meeting specifications; approve Contract No. K-1314-7 and the performance, statutory, and maintenance bonds; authorize execution of the contract and bonds; direct the filing of the bonds; and appropriate \$100,000 from the Water Fund Balance (031-0000-253-20-00) to Project No. WA0197, Water Well House #20 Replacement, Construction (031-9345-462.61-01).

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 13

Attachments: Text File Well House, Bid_Tabulation.pdf, Contract K1314-7.pdf, Performance Bond B1314-6.pdf, Statutory Bond B1314-7.pdf, Maintenance Bond MB1314-3.pdf, PR Associated

Project Manager: Bryan Hapke, Water Treatment Plant

Entered by: bryan.hapke@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-1314-7

Body

BACKGROUND: On January 3, 2013 a pickup truck involved in an accident while traveling north on Interstate 35, left the roadway and impacted the south wall of the well house at the City's Water Well No. 20. The south wall of the well house was completely destroyed, and the east and west walls were seriously damaged, leaving the structure unstable. Staff immediately arranged for power to the well house and the well house structure to be removed completely for safety.

Poe and Associates were contacted to prepare bid documents for replacing the well house. Poe and Associates were under contract for small engineering projects at an hourly rate, and they did the engineering on the most recent ten new wells, making them the logical choice. The plans and specifications were prepared.

DISCUSSION: On June 27, 2013, Bid No. 1213-94 was opened for the Project. Bids were received from three contractors. Associated Industries, Norman, Oklahoma was the low bidder on the project at \$92,000.00 for the base bid, and \$10,000 for the alternate to supply a metal roof in lieu of a concrete roof.

RECOMMENDATION: Staff has reviewed bids and found them to be in order, and recommends that Bid No. 1213-94 be awarded to Associated Industries in the amount of \$92,000.00 for the base bid without the add alternate, and further recommends approval of Contract No. K-1314-7, Performance Bond No. B-1314-6, Statutory Bond No. B-1314-7, and Maintenance Bond No. MB-1314-3. Staff further recommends a budget appropriation in the amount of \$100,000.00 from the Water Fund Balance (031-0000-253.00-00) to a new Capital Project Number WA0197, Account Number 031-9345-462.61-01. The additional \$8,000 of this transfer will provide a contingency and allow staff to purchase ancillary equipment directly which will consist of field instruments to measure well water level and discharge pressure.

CITY OF NORMAN
Norman, Oklahoma

TABULATION OF BIDS
No. 1213-94
June 27, 2013

The following is a tabulation of bids received by the City of Norman for Water Well House No. 20 Reconstruction.

WATER WELL HOUSE NO. 20 RECONSTRUCTION

Bidder	Total Base Bid	Add/Deduct for Metal Roof
Wynn Construction, Oklahoma City	\$119,000.00	\$0.00
Rudy Box & Associates, Norman	\$148,500.00	\$0.00
Associated Industries, Norman	\$92,000.00	\$10,000.00

RECOMMENDATION: That the bid be awarded to Associated Industries, Norman, Oklahoma in the amount of \$92,000.00 for reconstruction of the well house at Well #20 as the lowest and best bid.

Forwarded By:
Bryan Hapke, Supervisor
Water Treatment Division

CONTRACT

THIS CONTRACT made and entered into this 13th day of August, 2013, by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and Associated Environmental Industries, Corp herein after designated as the CONTRACTOR.

WITNESSETH

WHEREAS the AUTHORITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding 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:

WATER WELL HOUSE NO. 20 RECONSTRUCTION
NORMAN, OKLAHOMA

as outlined and set out in the bidding 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 AUTHORITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this CONTRACT; and,

WHEREAS, the AUTHORITY, 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 sum named in the proposal, to wit:

Ninety two thousand DOLLARS (\$ 92,000.00).

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

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:

- the Invitation to Bid;
- the Form for Bidders;
- the Notice to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Specifications, and

- the Bonds thereto; all of which documents are on file in the Office of the Purchasing Department of the NORMAN UTILITIES AUTHORITY, 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:

Notice to Proceed

2) The AUTHORITY shall make payments, minus a retainer as stipulated in the CONTRACT Documents, 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, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

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

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

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

3) It is further agreed that the CONTRACTOR will commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same within one hundred twenty (120) calendar days following receipt of said NOTICE-TO-PROCEED.

4) That the AUTHORITY shall pay the CONTRACTOR for the work performed as a percentage of completion of the total project less retainage of ten percent. . Should any defective work or materials be discovered or should a reasonable doubt arise at to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

5) That the AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the AUTHORITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the AUTHORITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR agrees to pay as liquidated damages, the sum of Three hundred dollars (\$300.00) for each consecutive calendar day thereafter the specified time for completion, as provided in the General Conditions.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the Work Order and commencement of work on the project.

11) The CONTRACTOR shall indemnify, hold harmless, and defend the AUTHORITY from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the cost and expenses incidental thereto (including cost of defense, settlement, and the reasonable attorney's fees) which may be alleged against the AUTHORITY or which the AUTHORITY may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction, or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations orders, to the extent that such damage was caused by the CONTRACTOR or CONTRACTOR'S agents negligence, willful or intentional act or omission, breach or contract or a failure of CONTRACTOR'S warranties to be true, accurate, or complete.

12) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third

persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

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

STATE OF OKLAHOMA

COUNTY OF Cleveland

Robert C. Keyes, 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 AUTHORITY. 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 AUTHORITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.



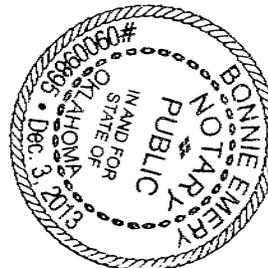
Submitted and sworn to before me this 17 day of July, 2013.



Notary Public

My Commission Expires:

12.3.13



IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 17 day of July, 2013, and the _____ day of _____, 20____.

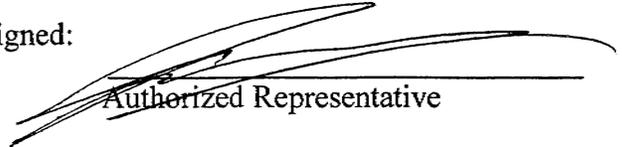
(Corporate Seal) (where applicable)

ATTEST

Bonnie Emery
Corporate Secretary (where applicable)

Associated Environmental Industries
PRINCIPAL

Signed:


Authorized Representative

Robert C. Keyes, President
Name and Title

Address:

3205 Bart Conner Dr.
Norman, OK 73072

Telephone:

405-360-1434

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 1st day of August, 2013.


AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

PERFORMANCE BOND

Know all men by these presents that Associated Environmental Industries Corporation, as PRINCIPAL, and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Ninety Two Thousand Dollars & 00/100 Dollars (\$ 92,000.00), 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:

WELL HOUSE No. 20 RECONSTRUCTION
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1314-7) with the AUTHORITY, dated August 13, 2013 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

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

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 13th day of August, 2013, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 13th day of August, 2013.

(Corporate Seal) (where applicable)

ATTEST

Bonnie Emery
Corporate Secretary (where applicable)

Associated Environmental Industries Corporation
PRINCIPAL

Signed:

[Signature]
Authorized Representative

Robert C. Keyes, President
Name and Title

Address:

PO Box 5306

Norman, OK 73070

Telephone:

405-360-1434

(Corporate Seal)

ATTEST

Carey L. Payne
Corporate Secretary

Granite Re, Inc.
SURETY

Signed:

[Signature]
Authorized Representative

Carey L. Payne, Attorney-in-Fact
Name and Title

Address:

PO Box 22127

Oklahoma City, OK 73123

Telephone:

405-843-9481

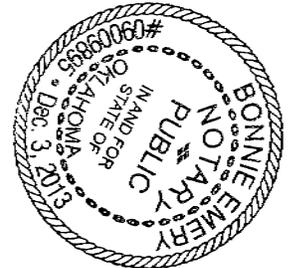
CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this 17 day of July,
20 13, by Robert C. Keycs, President of Assoc. Environmental Industries,
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 17 day of July 20 13.
Bonnie Emery
Notary Public

My Commission Expires: 12.3.13



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this _____ day of _____ 20 _____.

Notary Public

My Commission Expires: _____

STATUTORY BOND

Bond No. GR24059

Know all men by these presents that Associated Environmental Industries Corporation, as PRINCIPAL, and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of ninety two thousand dollars & no/100's----- Dollars (\$92,000.00 _____), 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:

WELL HOUSE No. 20 RECONSTRUCTION
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1314-7) with the AUTHORITY, dated August 13, 2013 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 13th day of August, 2013, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 13th day of August, 2013.

(Corporate Seal) (where applicable)

ATTEST

Bonnie Emery
Corporate Secretary (where applicable)

Associated Environmental Industries Corporation
PRINCIPAL

Signed:

[Signature]
Authorized Representative

Robert C. Keyes, President
Name and Title

Address:

P.O. Box 5306

Norman, OK 73070

Telephone:

405-360-1434

(Corporate Seal)

ATTEST

[Signature]
Corporate Secretary

Granite Re, Inc.
SURETY

Signed:

[Signature]
Authorized Representative

Donna Stevens, Attorney-in-fact
Name and Title

Address:

P.O. Box 22127

Oklahoma City, OK 73123

Telephone:

405-843-9481

CORPORATE ACKNOWLEDGEMENT

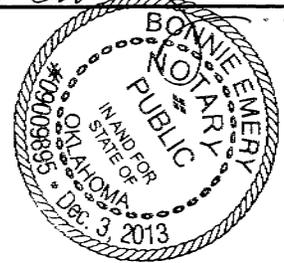
STATE OF OKLAHOMA)
)§
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this 19 day of July,
20 13, by Robert C Keyes, President of Assoc. Environmental Ind.
Name and Title
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 19 day of July 20 13.

Bonnie Emery
Notary Public

My Commission Expires: 12.3.13



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

MAINTENANCE BOND

Know all men by these presents that Associated Environmental Industries Corporation, as PRINCIPAL, and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Ninety Two Thousand Dollars & 00/100 Dollars (\$ 92,000.00), 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:

WELL HOUSE No. 20 RECONSTRUCTION
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1314-7) with the AUTHORITY, dated August 13, 2013 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

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

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

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

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

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 13th day of August, 2013, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 13th day of August, 2013.

(Corporate Seal) (where applicable)

ATTEST

Bonnie Emery
Corporate Secretary (where applicable)

Associated Environmental Industries Corporation
PRINCIPAL

Signed:

[Signature]
Authorized Representative

Robert C. Keyes, President
Name and Title

Address:

PO Box 5306

Norman, OK 73070

Telephone:

405-360-1434

(Corporate Seal)

ATTEST

Carey L. Payne
Corporate Secretary

Granite Re, Inc.

SURETY

Signed:

Carey L. Payne
Authorized Representative

Carey L. Payne, Attorney-in-Fact
Name and Title

Address:

PO Box 22127

Oklahoma City, OK 73123

Telephone:

405-843-9481

CORPORATE ACKNOWLEDGEMENT

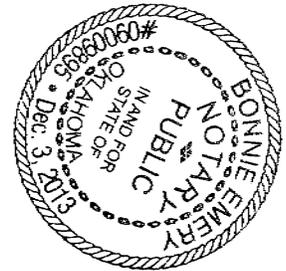
STATE OF OKLAHOMA)
)§
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this 17 day of July,
20 13, by Robert C. Keyes, President of Associated Environmental Ind.
Name and Title
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 17 day of July 20 13.

Bonnie Emery
Notary Public

My Commission Expires: 12.3.13



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ partner (or agent) on behalf of
 Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 1st day of August, 2013.



AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of _____, 20 ____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

PURCHASE REQUISITION NBR: 0000221189

REQUISITION BY: LYNN DAVIS
STATUS: INSUFFICIENT FUNDS
REASON: CAP. PROJ.- WATER WELL HOUSE NO. 20 REPLACEMENT
DATE: 8/01/13
SHIP TO LOCATION: UD- WATER TREATMENT PLANT SUGGESTED VENDOR: 8211 ASSOCIATED ENVIRONMENTAL DELIVER BY DATE: 8/13/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WELL HOUSE NO. 20 RECONSTRUCTION CONTRACT NO. K-1314-7. BID NO. 1213-94. COMMODITY: PUBLIC WORKS AND RELATED SUBCOMM: WATER SUPPLY PLANT OPERAT	92000.00	DOL	1.0000	92000.00	

REQUISITION TOTAL: 92000.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	03193454626101	Capital Projects Construction	92000.00
		Water Well House #20 repl	100.00
			92000.00

REQUISITION COMMENTS:

CONTINGENT ON NUA APPROVAL AUGUST 13, 2013.

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-1314-4

File ID: K-1314-4	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 14	In Control: City Council
Department: Utilities Department	Cost: \$309,978.92	File Created: 07/19/2013
File Name: Highway 9 Water Line Relocation	Final Action:	

Title: CONSIDERATION OF BID NO. 1314-2, NORMAN UTILITIES AUTHORITY APPROVAL OF CONTRACT NO. K-1314-4 WITH TRENT CONSTRUCTION, L.L.C., IN THE AMOUNT OF \$309,978.92; PERFORMANCE BOND NO. B-1314-1; STATUTORY BOND NO. B-1314-2; AND MAINTENANCE BOND NO. MB-1314-1; FOR THE HIGHWAY 9 UTILITY RELOCATION PROJECT.

Notes: ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$309,978.92 to Trent Construction, L.L.C., as the lowest and best bidder meeting specifications; approve Contract No. K-1314-4 and the performance, statutory, and maintenance bonds; authorize execution of the contract and bonds; and direct the filing of the bonds.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 14

Attachments: Text File Highway 9 Water Line, Bid Summary, Recommendation.pdf, Contract K-1314-4.pdf, Performance Bond B-1314-1.pdf, Statutory Bond B-1314-2.pdf, Maintenance Bond MB-1314-1.pdf, Hwy9WaterlineRelocationAreaMap.pdf, PR Highway 9 Water Line

Project Manager: Jim Speck, Capital Projects Engineer

Entered by: jim.speck@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File K-1314-4

Body

BACKGROUND: On November 23, 2011, the City received a letter from the Oklahoma Department of Transportation (ODOT) informing the City of plans to perform construction on Highway 9 beginning just west of 24th Avenue SE and extending east along State Highway 9 for approximately 1.5 miles. In the letter, ODOT notified the City of its responsibility to relocate City utilities in advance of construction.

On November 13, 2012, the Norman Utilities Authority (NUA) approved Contract No. K-1213-119 in the amount of \$47,000 with Cardinal Engineers for the design work for the Highway 9 Waterline Relocation Project. On March 26, 2013 the NUA approved Amendment No. 1 to Contract K-1213-119 for the design of an additional

half mile of 12" waterline to complete a looped system which would also provide an additional feed for businesses and residents of this area. The additional half mile will be bid as a separate project (Phase 2).

DESCRIPTION: Advertisement for Bid No. 1314-2 for construction of the Highway 9 Utility Relocation Project was published in the Norman Transcript on June 13th and June 20th, 2013. Five bidders submitted bids for this project on July 11, 2013. As shown on the attached bid tabulation, Trent Construction, LLC of Harrah, Oklahoma was the low bidder at \$309,978.92 with other bids ranging between \$322,705 and \$392,246.09. Cardinal Engineers estimated the construction cost to be \$425,048.70. Staff has reviewed the bids and recommends the NUA award the bid to Trent Construction, LLC in the amount of \$309,978.92.

The Highway 9 Utility Relocation Project is funded through Construction (account 031-9727-462.61-01; project #WA0191). The Fiscal Year Ending (FYE) 2013 budget has an unencumbered balance of \$1,040,000; therefore, adequate funding is available. ODOT may eventually refund a portion of the cost of the relocations; the ODOT share is currently estimated at 38.59%.

RECOMMENDATION: Staff recommends the NUA accept the bids received in response to Bid 1314-2 and award the bid to Trent Construction, LLC of Harrah, Oklahoma. It is further recommended that the NUA approve Contract No. K-1314-4 in the amount of \$309,978.92 with Trent Construction LLC, Performance Bond No. B-1314-1, Statutory Bond No. B-1314-2, and Maintenance Bond No. MB-1314-1; all bonds being in the amount of the construction contract.

BID SUMMARY

Contractor	Base Bid
Davenport Construction 6001 W. Horseshoe Bend Edmond, OK 73034	\$ 322,705.00
Downey Contracting 3217 NE 63rd Street Oklahoma City, OK 73121	\$ 347,926.00
4M Trenching, Inc. 5321 SW 11th Street Oklahoma City, OK 73128	\$ 392,246.09
Matthews Trenching P. O. Box 15479 Oklahoma City, OK 73120	\$ 365,064.00
Trent Construction, LLC 2200 W. Luther Road Harrah, OK 73045	\$ 309,978.92

July 16, 2013

Mr. Jim Speck, P.E.
City of Norman
Norman Utilities Authority
201-A West Gray
Norman, Oklahoma 73070

Re: Highway 9 Utility Relocation Project
Cardinal Engineering Project No. 12175

Dear Jim,

On Thursday, the 11th of July, 2013 at 2:00 P.M., five responsive bids were received and publicly opened at the City of Norman's city hall for the Highway 9 Utility Relocation Project. The five bids received are listed below with the apparent low bidder listed first.

Contractors	Base Bid
Trent Construction, L.L.C. Harrah, Oklahoma	\$309,978.92
Davenport Construction Edmond, Oklahoma	\$322,705.00
Downey Contracting, L.L.C. Oklahoma City, Oklahoma	\$347,926.00
Matthews Trenching Co. Inc. Oklahoma City, Oklahoma	\$365,064.00
4M Trenching, Inc. Oklahoma City, Oklahoma	\$392,046.09

Trent Construction, L.L.C. of Harrah, Oklahoma was the apparent responsive low bidder. We have reviewed their bid proposal, with all items checked for correctness in their extensions and additions. Based on the review and references called, we find Trent Construction, L.L.C. bid and qualification to be competent to complete the project according to the construction documents.

Engineering . Environmental . Surveying

Oklahoma City 1015 North Broadway, Suite 300 - Oklahoma City, Oklahoma - 73102 - P 405.842.1066 - F 405.843.4687
Norman 3226 Bart Conner Drive - Norman, Oklahoma - 73072 - P 405.579.0655 - F 405.366.8540
Tulsa 7136 S Yale Ave. Suite 120 - Tulsa, Oklahoma - 74136 - P 918.895-.9766 - F 918.895.9768
Woodward 2220 Oklahoma Ave. Suite 201 - Woodward, Oklahoma - 73801 - P 580.254.3514 - F 580.254.3518

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and Trent Construction, LLC, hereinafter designated as the CONTRACTOR.

WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding 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:

HIGHWAY 9 WATERLINE PROJECT NORMAN, OKLAHOMA

as outlined and set out in the bidding 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 AUTHORITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this CONTRACT; and,

WHEREAS, the AUTHORITY, 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 sum named in the proposal, to wit:

Three-hundred-nine thousand, nine-hundred-seventy-eight, and 92/100 Dollars
(\$ 309,978.92).

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:

- the Bid Notice published in The Norman Transcript;
- the Notice to Bidders;
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Construction Drawings, Specifications, and Provisions; and

- the Bonds thereto; all of which documents are on file in the Office of the Purchasing Department of the NORMAN UTILITIES AUTHORITY, 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:

None

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the first day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

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

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

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

3) It is further agreed that the CONTRACTOR will commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same within one-hundred and fifty (120) calendar days following receipt of said NOTICE-TO-PROCEED.

- 4) That the AUTHORITY shall pay the CONTRACTOR for the work performed as follows:
 - a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
 - b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for

any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

5) That the AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the AUTHORITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the AUTHORITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR agrees to pay as liquidated damages, the sum two hundred forty (\$ 240) for each consecutive calendar day thereafter the specified time for completion, as provided in the General Conditions.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the Work Order and commencement of work on the project.

11) The CONTRACTOR shall indemnify, hold harmless, and defend the AUTHORITY from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the cost and expenses incidental thereto (including cost of defense, settlement, and the reasonable attorney's fees) which may be alleged against the AUTHORITY or which the AUTHORITY may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction, or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations orders, to the extent that such damage was caused by the CONTRACTOR or CONTRACTOR'S agents negligence, willful or intentional act or omission, breach or contract or a failure of CONTRACTOR'S warranties to be true, accurate, or complete.

12) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

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

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

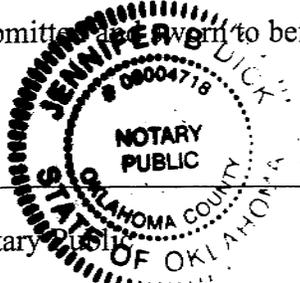
STATE OF Oklahoma)
COUNTY OF Oklahoma)§

Blaine Mills, 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 AUTHORITY. 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 AUTHORITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

[Signature]

Submitted and sworn to before me this 1st day of August, 20 13.

[Signature]
Notary Public



My Commission Expires:
6-3-2017

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 1st day of AUGUST, 20 13, and the _____ day of _____, 20 _____.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

Trent Construction LLC
PRINCIPAL

Signed:

[Signature]
Authorized Representative

Blaine Mills Superintendent
Name and Title

Address:

2200 N. Luther Rd
Harroah, OK 73045
405-454-6302

Telephone:

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 2 day of August, 20 13.

[Signature]
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20 _____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

PERFORMANCE BOND #SSB0425827

Know all men by these presents that Trent Construction, LLC, as PRINCIPAL, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of three-hundred-nine thousand, nine-hundred-seventy-eight, and 92/100 Dollars (\$ 309,978.92), 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:

**HIGHWAY 9 WATERLINE PROJECT
NORMAN, OKLAHOMA**

has entered into a written CONTRACT (K-1314-4) with the AUTHORITY, dated _____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

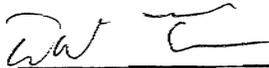
It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 2nd day of AUGUST, 2013 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 1st day of AUGUST, 2013.

(Corporate Seal) (where applicable)

ATTEST



Corporate Secretary (where applicable)

Trent Construction, LLC
PRINCIPAL

Signed: 

Authorized Representative



Name and Title

Address: _____
2200 Luther Road

Harrah, OK 73045

Telephone: _____
405-454-6302

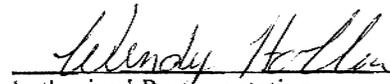
(Corporate Seal)

ATTEST



~~Corporate Secretary~~ Witness

RLI Insurance Company
SURETY

Signed: 

Authorized Representative

Wendy Hollen - Attorney-in-Fact

Name and Title

Address: _____
PO Box 890300

Oklahoma City, OK 73189

Telephone: _____
405-691-0016

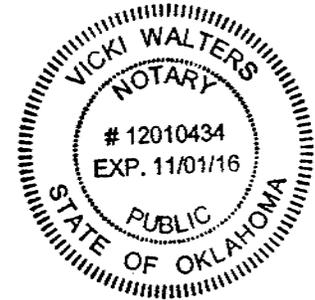
CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF Cleveland)§

The foregoing instrument was acknowledged before me this 2nd day of August
20 13 by Blaine Mills of Trent Construction, LLC
Name and Title
a Limited Liability Corporation corporation, on behalf of the corporation.

WITNESS my hand and seal this 2nd day of August 2013
Vicki Walters
Notary Public

My Commission Expires: 11-01-2016



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF _____)§

The foregoing instrument was acknowledged before me this _____ day of _____
20 _____ by _____ an individual.
Name and Title

WITNESS my hand and seal this _____ day of _____ 19 _____

Notary Public

My Commission Expires: _____

STATUTORY BOND #SSB0425827

Know all men by these presents that Trent Construction, LLC, as PRINCIPAL, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of three-hundred-nine thousand, nine-hundred-seventy-eight, and 92/100 Dollars (\$ 309,978.92), 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:

**HIGHWAY 9 WATERLINE PROJECT
NORMAN, OKLAHOMA**

has entered into a written CONTRACT (K-1314-4) with the AUTHORITY, dated _____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

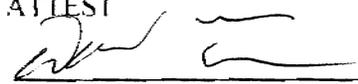
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 1st day of AUGUST, 20 13, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 1st day of AUGUST, 20 13.

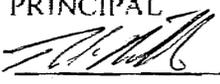
(Corporate Seal) (where applicable)

ATTEST



Corporate Secretary (where applicable)

Trent Construction, LLC
PRINCIPAL

Signed: 

Authorized Representative

Darin Mills Superintendent
Name and Title

Address: 2200 Luther Road
Harrah, OK 73045

Telephone: 405-454-6302

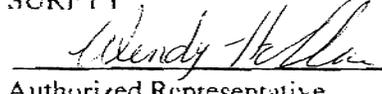
(Corporate Seal)

ATTEST



~~Corporate Secretary~~ Witness

RLI Insurance Company
SURETY

Signed: 

Authorized Representative

Wendy Hollen - Attorney-in-Fact
Name and Title

Address: PO Box 890300
Oklahoma City, OK 73189

Telephone: 405-691-0016

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF Cleveland)§

The foregoing instrument was acknowledged before me this 2nd day of August,
20 13, by Blaine Mills of Trent Construction Inc
Name and Title
a Limited Liability Corporation corporation, on behalf of the corporation.

WITNESS my hand and seal this 2nd day of August 20 13.
Vicki Walters
Notary Public

My Commission Expires: 11-01-2016

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF _____)§

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this _____ day of _____, 20 _____.

Notary Public

My Commission Expires: _____



PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____.

20 ____, by _____ partner (or agent) on behalf of
 Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 2 day of August, 2013.



AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20 ____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

MAINTENANCE BOND #SSB0425827

Know all men by these presents that Trent Construction, LLC, as PRINCIPAL, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of three-hundred-nine thousand, nine-hundred-seventy-eight, and 92/100 Dollars (\$ 309,978.92), 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:

**HIGHWAY 9 WATERLINE PROJECT
NORMAN, OKLAHOMA**

has entered into a written CONTRACT (K-1314-4) with the AUTHORITY, dated _____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

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

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

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

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

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 15th day of AUGUST, 2013, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 15th day of AUGUST, 2013.

(Corporate Seal) (where applicable)

ATTEST

[Signature]
Corporate Secretary (where applicable)

Trent Construction, LLC
PRINCIPAL

Signed: [Signature]
Authorized Representative

Blaine Mills Superintendent
Name and Title

Address: 2200 Luther Road
Harrah, OK 73045

Telephone: 405-454-6302

(Corporate Seal)

ATTEST

Lisa Sherman
~~Corporate Secretary~~ Witness

RLI Insurance Company
SURETY

Signed: [Signature]
Authorized Representative

Wendy Hollen - Attorney-in-Fact
Name and Title

Address: PO Box 890300
Oklahoma City, OK 73189

Telephone: 405-691-0016

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Cleveland)

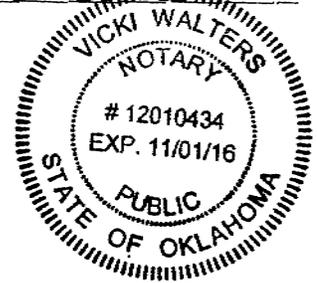
The foregoing instrument was acknowledged before me this 2nd day of August.

20 13, by Blaine Mills of Trent Construction, Inc
Name and Title
a Limited Liability Corporation corporation, on behalf of the corporation.

WITNESS my hand and seal this 2nd day of August 20 13.

Vicki Walters
Notary Public

My Commission Expires: 11-01-2016



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____.

20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:
W.M. McNeill, Cody McNeill, Lisa Sherman, Glenda Stark, Wendy Hollen, Todd Triplett, Rocky Moore, John Rogers, Larry D. Bixler,
Kyle D. Reser, jointly or severally.

in the City of Oklahoma City, State of Oklahoma its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 10th day of July, 2013.



RLI Insurance Company

Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this _____ day of _____, _____.

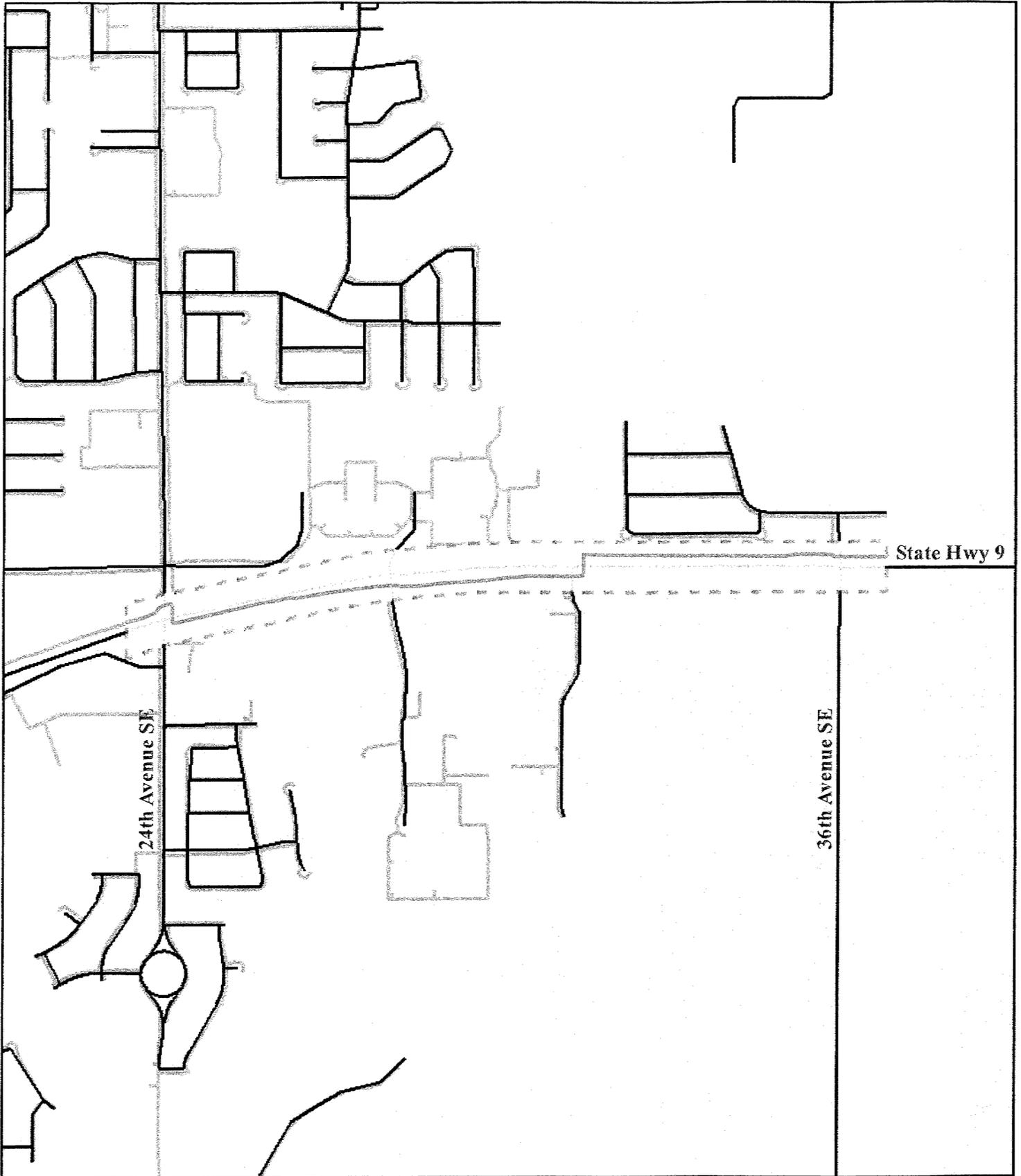
On this 10th day of July, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler Notary Public

RLI Insurance Company

Roy C. Die Vice President





State Hwy 9

24th Avenue SE

36th Avenue SE



Map Produced by the City of Norman
 Geographic Information System.
 (405) 366-5436
 The City of Norman assumes no
 responsibility for errors or omissions
 in the information presented.

Highway 9 Waterline Relocation

 Relocation Area
 Water Mains



1 inch equals 1,000 feet
 October 31, 2012

PURCHASE REQUISITION NBR: 0000221182

REQUISITION BY: WEBB G

STATUS: INSUFFICIENT FUNDS

REASON: HIGHWAY 9 UTILITY RELOCATION PROJECT

DATE: 8/01/13

SHIP TO LOCATION: P W - UTILITIES DIRECTOR

SUGGESTED VENDOR: TRENT CONSTRUCTION

DELIVER BY DATE: 8/15/13

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HIGHWAY 9 UTILITY RELOCATION PROJECT COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION, WATER SYSTE	309978.92	DOL 1.0000	309978.92	

REQUISITION TOTAL: 309978.92

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	03197274626101 Capital Projects Construction	WA0191 Hwy 9 Wtr Line Relocation	309978.92
			309978.92

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTRACT K-1314-4 CONTINGENT ON NUA APPROVAL
8-13-13



City of Norman, OK

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

Master

File Number: BID-1314-4

File ID: BID-1314-4	Type: Bid	Status: Consent Item
Version: 1	Reference: Item No. 15	In Control: City Council
Department: Utilities Department	Cost: \$119,375.00	File Created: 07/19/2013
File Name: Polycart Purchase	Final Action:	

Title: CONSIDERATION AND AWARDING OF BID NO. 1314-4 FOR THE PURCHASE OF TWO THOUSAND FIVE HUNDRED (2,500) 95-GALLON POLYCARTS FOR THE CITY OF NORMAN SANITATION DIVISION.

Notes: ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$47.75 each for a total bid price of \$119,375 to Rehrig Pacific Company as the lowest and best bidder meeting all specifications.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 15

Attachments: Text File Polycarts, Bid Tab Polycarts

Project Manager: Scottie Williams, Sanitation Superintendent

Entered by: karen.kimber@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File BID-1314-4

Body

BACKGROUND: On July 11, 2013, bids were opened for the purchase of 2,500 new 95 gallon polycarts for the Residential Section of the Sanitation Division in the Utilities Department. The containers will be used by Norman residents for the collection of all non-hazardous waste.

DISCUSSION: There has been a slight increase in the cost of polycarts due to the rising prices of the high-density polyethylene resin which is used to manufacture polycarts. There has also been an increase in freight costs due to the higher cost of fuel. Proposals for the containers were distributed to four (4) vendors. Complete bids were received from three (3) vendors. Cascade Engineering did not submit a bid. The three bidders that did submit were:

- Rehrig Pacific Company, Dallas, Texas - \$47.75 per container
- Otto Environmental, Eloy, Arizona - \$47.08 per container *
- Schaefer Systems, Charlotte, NC - \$52.12 per container

Rehrig Pacific Company provided the lowest and best bid, meeting all specifications with no exceptions.

*

***Exceptions:** Otto Environmental containers have a stabilizer additive of 0.5% by weight. The specifications require a stabilizer additive of 1.5% by weight. This additive protects the containers against ultra violet rays (which helps keep the color from fading), ensures minimal degradation and protects the plastic resin.

RECOMMENDATION: There is \$125,000 budgeted for the purchase of polycarts. It is recommended that Bid No. 1314-04 be awarded to Rehrig Pacific Company in the amount of \$119,375 for the purchase of 2,500 - 95-gallon polycarts (\$47.75 each). Funding is available in Sanitation Refuse Receptacles (account 033-5561-432.51-08).

UTILITIES DEPARTMENT
SANITATION DIVISION

TABULATION OF BIDS

95 GALLON POLYCARTS

BID NO. 1314-04

July 11, 2013

VENDOR	QUANTITY	UNIT PRICE	TOTAL
Rehrig Pacific Company Dallas, TX 75247	2,500	\$47.75	\$119,375.00
Otto Environmental Eloy, AZ 85231	2,500	\$47.08	\$117,700.00
Schaefer Systems Charlotte, NC 28241	2,500	\$52.12	\$130,300.00

RECOMMENDATION: That Bid No. 1314-04 for 2,500 95-gallon polycarts be awarded to Rehrig Pacific Company as the lowest and best bidder meeting all specifications with no exceptions.



City of Norman, OK

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

Master

File Number: BID-1314-5

File ID: BID-1314-5	Type: Bid	Status: Consent Item
Version: 1	Reference: Item No. 16	In Control: City Council
Department: Utilities Department	Cost: \$87,920.00	File Created: 07/24/2013
File Name: Bid for Refuse Containers		Final Action:

Title: CONSIDERATION AND AWARDING OF BID NO. 1314-5 FOR THE PURCHASE OF FORTY (40) 6-CUBIC YARD AND EIGHTY (80) 8-CUBIC YARD FRONT-LOAD REFUSE CONTAINERS FOR THE SANITATION DIVISION.

Notes: ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$87,920 to Wastequip as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 16

Attachments: Text File Refuse Containers, Bid Tab Refuse Containers

Project Manager: Scottie Williams, Sanitation Supt.

Entered by: karen.kimber@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File BID-1314-5

Body

BACKGROUND: On July 11, 2013, bids were opened for the purchase of forty (40) - 6 cubic yard front-load refuse containers; and eighty (80) - 8 cubic yard front-load refuse containers; (50 to be used by Commercial Operation in the Sanitation Division; and 30 to be used for the Cardboard Recycling Operation). The containers will be used by Norman businesses for the collection of all non-hazardous waste.

DISCUSSION: Proposals for the front-load containers were distributed to three (3) vendors. Complete bids were received from all three (3) vendors. Wastequip, North Carolina was the lowest and best bidder meeting specifications with a bid of \$87,920. This amount includes 40 six cubic yard containers at a price of \$672 each for a total cost of \$26,880 and 80 eight cubic yard containers at a price of \$763 each for a total price of \$61,040

RECOMMENDATION: Funds are budgeted in the Commercial Section of the Sanitation Utility and also in the Recycling Section for the purchase of front-load recycling containers. It is recommended that Bid No. 1314-5 be awarded to Wastequip, North Carolina, in the amount of \$87,920. Funding is available in Commercial Refuse Receptacles (account number 033-5562-432.51-08; \$67,190); and in Recycling Refuse Receptacles (account number 033-5566-432.51-08; \$25,000).

UTILITIES DEPARTMENT
SANITATION DIVISION

Tabulation of Bids

Front Load Refuse Containers - Bid No. 1314-05

July 11, 2013

SECTION I – 6 CUBIC YARD

BIDDER	QUANTITY	UNIT PRICE	TOTAL PRICE
WASTEQUIP Beeville, TX 78104	40	\$672	\$ 26,880
ROLL-OFFS USA Durant, OK 74702	40	\$699	\$ 27,960
CUSTOM MANUFACTURING Oklahoma City, OK 73173	40	\$979.20	\$ 39,168

SECTION II– 8 CUBIC YARD

BIDDER	QUANTITY	UNIT PRICE	TOTAL PRICE
WASTEQUIP Beeville, TX 78104	80	\$ 763	\$61,040
ROLL-OFFS USA Durant, OK 74702	80	\$ 829	\$66,320
CUSTOM MANUFACTURING Oklahoma City, OK 73173	80	\$ 1,039.20	\$83,136

BIDDER	SECTION I TOTAL	SECTION II TOTAL	TOTAL BID PRICE
WASTEQUIP	\$26,880	\$61,040	\$ 87,920
ROLL-OFF USA	\$27,960	\$66,320	\$ 94,280
CUSTOM MANUFACTURING	\$39,168	\$83,136	\$122,304

RECOMMENDATION: It is recommended that Wastequip, North Carolina, be approved as lowest and best bidder meeting specifications for the purchase of commercial front-load refuse containers.



City of Norman, OK

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

Master

File Number: **GID 1314-25**

File ID: GID 1314-25	Type: Authorization for Purchase	Status: Consent Item
Version: 1	Reference: Item No. 17	In Control: City Council
Department: Fire Department	Cost: \$47,036.00	File Created: 07/19/2013
File Name: Breathing Air Compressor - Fire Station 9		Final Action:
Title: CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF ONE (1) BREATHING AIR COMPRESSOR IN THE AMOUNT OF \$47,036 FROM TESCOP FOR FIRE STATION NO. NINE.		

Notes: ACTION NEEDED: Motion to approve or reject authorization for the purchase of one (1) breathing air compressor in the amount of \$47,036 from Tescorp for Fire Station No. Nine.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 17

Attachments: Text File Air Compressor, Tabulation of Quotes Air Compressor, BAC -Station 9 - Tescorp.pdf

Project Manager: James Fullingim, Fire Chief

Entered by: devra.smith@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 1314-25

body

BACKGROUND: The purchase of a Breathing Air Compressor (BAC) for the purpose of filling self-contained breathing apparatus cylinders has been a planned element of the Fire Station #9 construction project. This item is being provided separately from the construction contract in an effort to achieve a cost savings .

DISCUSSION: This breathing air compressor will be capable of filling the mobile cascade system as well as individual cylinders to the required 6000-psi thereby maximizing the efficiency of the Fire Department's breathing air supply.

Written quotes were obtained from three vendors in the amounts of \$48,450, \$48,949.20 and \$47,036. After a thorough review it is determined that the lowest quote of \$47,036, which was submitted by Tescorp representing Bauer Compressors, should be accepted.

RECOMMENDATION: It is recommended that City Council approve the purchase of a breathing air compressor for Fire Station 9 in the amount of \$47,036 from Tescorp. Funds for this purchase are in the FYE 14 budget, Capital Fund, Project FT0003, Fire Station 9 Construction (account number 050-9377-419.61-01).

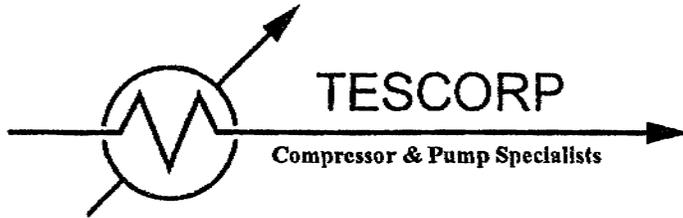
**CITY OF NORMAN
FIRE DEPARTMENT
NORMAN, OKLAHOMA**

TABULATION OF QUOTES

The following is a tabulation of quotes received for a Breathing Air Compressor for installation in Fire Station 9 for the Norman Fire Department. This item has been budgeted for Fiscal Year 2014 in Account 050-9377-419.61-01 Capital Fund, Fire Station 9, Project No. FT0003.

Vendor:	Total Price:
1. Tescorp P.O. Box 471453 Tulsa, OK 74147	\$47,036.00
2. August Industries 2811 Eisenhower Street Carrollton, Texas 75007	\$48,450.00
3. Bauer Compressors, Inc. 1328 Azalea Garden Road Norfolk, Virginia 23502	\$48,949.20

RECOMMENDATION: It is recommended that the purchase be made from Tescorp as the best quote.



PO Box 471453
Tulsa, Oklahoma 74147
Phone: 1-800-874-7719
Fax: 918-665-3951

July 15, 2013

Norman Fire Department

Attn. Deputy Chief Bailey

Re: Compressor Quote

Bauer UN III-13H- E-3 – 10 hp, 6000 psi Breathing Air Station.

Station shall include a three position containment fill station, four ASME 6000 psi receivers, CO monitor and a regulated remote fill.

SEE ATTACHED SPECS

List price \$51,798.00

Total Delivered Price including inside delivery and training
\$ 45,968.00

Optional remote fill with 75 ft. hose reel and hose
Add \$ 1,068.00

Delivery 6 to 8 weeks aro

Regards

Charlie Zurmehly

SUPERSEDES: ALL PRIOR

Specification for a breathing air station to refill self-contained breathing apparatus (SCBA) cylinders with purified air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The breathing air station shall be comprised, in part, of a high pressure compressor and purification system, storage system, cascade fill control panel and containment fill station. The station shall be designed for a maximum working pressure of 6,000¹ PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable. Specifications are subject to change without notice.

BAUER MODEL

UNIII/13H UNICUS III

6000 PSI SERVICE

The breathing air station shall be supplied on a steel base frame of welded construction. The frame shall be designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the station's components. The compressor, purification system, fill station and all tubing shall be incorporated into an appliance-like enclosure complete with sound attenuation. The enclosure panels shall be equipped with a slam-action latches and lift-off hinges making it simple to facilitate inspection and maintenance. The UNIII enclosure and base frame shall be finished with a baked on polyester powder coat paint for the ultimate in durability, corrosion resistance, and long life.

The station shall be designed for against-the-wall installation, operation and maintenance and single-point operator control from the front of the station. The design of the station shall permit unrestricted cooling air flow to the compressor and motor when installed against a wall. All system instrumentation, controls and access to the containment fill station shall be located at the front of the station. The depth of the fill station portion of the Unicus III is adjustable thereby allowing the Unicus III to fit through a standard 36" doorway. The station shall be designed for continuous duty operation indoors with room temperatures ranging between 40°F and 115°F². Installation shall not require a special foundation; however, it is the responsibility of the purchaser to ensure the installation site has a solid and level foundation that can support the weight of the station, the availability of a qualified source of air for the intake of the compressor and adequate ventilation.

All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the station. All instrument tubing shall be 300 series stainless steel.

¹ 5000 PSIG available; customer must specify 5000 psi pressure setting.

² Please consult the Bauer factory for applications outside of this temperature range.

SUPERSEDES: ALL PRIOR

The station shall be warranted free from defects in material and workmanship for a period of eighteen months from date of shipment or twelve months from date of start-up, whichever expires first. The warranty shall not impose limitations on the station's accumulated operating hours during the warranty period.

Performance Table

Model	FAD ³ SCFM	Charging Rate ⁴ SCFM	HP	RPM	Compressor Model	Purification System	Air Processing Capability ⁵ (cu ft)
UNIII/13H	10.8	13.0	10.0	1420	K12.14 II	P2 Securus	67,000

Table 2

Model	SCBA Fills in 1st Hour			
	From 2 ASME		From 4 ASME	
	2216 PSI 45 cu ft	4500 PSI 45 cu ft	2216 PSI 45 cu ft	4500 PSI 45 cu ft
UNIII/13H	38	25	63	45

The number of SCBA fills in 1st hour is calculated by using the following formula:

$$\frac{\text{FAD} \times 60 \text{ min/hr}}{(\text{SCBA volume at fill pressure}) - (\text{SCBA volume at 500 PSIG})} + \text{SCBA fills from storage}^6$$

Compressor

The compressor shall be an air-cooled, oil lubricated, four stage, three cylinder, reciprocating compressor. The crankcase shall be cast of a high strength, aluminum alloy. The crankshaft shall be of a single piece forged steel construction, and supported in the crankcase by three long-life roller bearings. The connecting rods shall be of single piece design and constructed of a high strength aluminum alloy. Each connecting rod shall incorporate a roller bearing at the crank end and needle bearing at the pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the second and third stage are of cast iron; first and fourth stage rings shall be of a high strength polyimide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and the previous stage's discharge pressure. The cylinders

³ Based on standard inlet conditions.

⁴ Based on recharging an 80 cu ft cylinder from 500 to 3000 PSIG.

⁵ Based on an inlet temperature of 67°F.

⁶ Reference the Bauer Fillagraph for number of fills from storage.

SUPERSEDES: ALL PRIOR

shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a "W" configuration with the first and second stage sharing one common stepped cylinder. Each cylinder shall be located directly in the cooling fan's blast. The cylinders shall be removable from the crankcase. The compressor's flywheel shall be of cast iron construction. A multi-wing, high velocity cooling fan shall be integral to the flywheel.

An intercooler shall be provided after each stage of compression and an aftercooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of a stainless steel. The aftercooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after the second and third stages of compression, and a coalescing separator shall be supplied at the discharge of the compressor. An automatic condensate drain (A.C.D.) system shall be supplied for all of the separators. The drain solenoid shall be controlled by the PLC and factory preset to drain the separators approximately every fifteen minutes for approximately six seconds. The A.C.D. system shall unload the compressor on shutdown for unloaded restart. An exhaust muffler and condensate reservoir shall be supplied. The condensate reservoir shall have a high liquid level indication system to provide system shutdown and to alert the operator that the condensate reservoir is at capacity. The operator shall be alerted that the reservoir is at capacity via an audible alarm and a scrolling text display message on the panel mounted operator / compressor interface. Manually operated valves shall be supplied to override the automatic operation of the A.C.D. system for test and maintenance purposes.

The compressor shall be lubricated by a combination splash /mist and low pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash/mist lubricated. The low-pressure lubrication circuit shall include a positive displacement oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and a full-flow oil filter with replaceable element. A highly visible sight glass shall be included to check the oil level. The oil drain for the compressor shall be piped to the outside of the frame.

The compressor shall be equipped with an inlet filter with replaceable particulate element.

Prime Mover and V-Belt Drive

The single or three-phase electric motor shall be of the open drip-proof (ODP) design. The motor voltage and frequency shall be specified by the purchaser. The compressor and motor shall be mounted on a common base that is vibration isolated from the station's main frame. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tension the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

Electrical Control & Instrumentation

The compressor control panel (CCP) shall include an across-the-line magnetic motor starter, fused transformer and PLC controller. The CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label.

The PLC compressor control system consists of a programmable logic controller for the monitoring, protection and control of the compressor systems.

Standard features of the CCP include:

- A NEMA type 4 electrical enclosure
- UL electrical panel
- Human Machine Interface (HMI) with **Multi-Color Touch Screen Display** incorporating vivid TFT (Thin Film Transistor) Technology and NOT limited by touch cells (Optional mounting configurations available-up to 25 ft remote)
- Emergency Stop Palm Button
- Home screen customizable with distributor contact information
- Real Time Clock (time and date)
- Compressor on / off
- Digital Display of Compressor Final Pressure
- Digital Display of Compressor Oil Pressure
- Digital Display of current Compressor Run Time
- Digital Display of Final Separator Cycle Count
- Compressor High Temperature Shutdown and Alarm
- Full support of the Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
 - Digital Display of time to next ACD Cycle
 - Condensate Drain Reservoir full alarm
- Full support of CO monitor alarm functions (optional)
- Full support of SECURUS purification system moisture monitor warning and alarm functions
- Built in overtime timer set at 5 hours - optional times available
- Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions
- Motor overload alarm
- Nonresettable hourmeter
- Recoverable Run History (last 5 run periods)
- Recoverable Alarm History (last 5 fault shutdowns)
- Support of up to 5 Languages (to be specified at time of order; includes English, French, Spanish & Portuguese)
- Operator choice of display in BAR or PSI

For ease of Maintenance and Repair:

UNIII/13H

July 2010

SUPERSEDES: ALL PRIOR

- PLC has removable Terminal Blocks for all functions
- Diagnostic EEPROM (Electrically Erasable Programmable Read-Only Memory) Capability
- Support of Two (2) Communication Protocols (optional)
 - o Ethernet Connection
 - o Analog Phone Modem
- Wiring shall be encapsulated within a split corrugated type loom. Each wire end connection shall be machine crimped and numbered.

The HMI shall have 22 adjustable system parameters secured by password protection. The HMI will provide display of all safety / fault shutdowns with a text read-out of up to three potential causes for the fault / shutdown.

The compressor oil pressure shall be monitored by a pressure transmitter and digitally displayed on HMI. The compressor shall shut down and a fault will be indicated on the HMI should the compressor's oil pressure drop below the factory preset value during operation. The oil pressure transmitter shall be by-passed during start-up to permit the oil pump to achieve the normal operating pressure.

The low oil pressure and final air pressure transmitters shall be equipped with sealed electrical connectors. The analog pressure sensors for oil pressure and final pressure shall have adjustable set point and dead-band thru the HMI (password protected).

A temperature switch shall be supplied on the head of the final stage of compression. The compressor shall shutdown and a fault will be indicated on the HMI should the final stage temperature exceed the tamper-proof set point during operation.

Fault shut downs shall not affect the ability to fill SCBA cylinders from the storage system as long as there is sufficient pressure in the storage to fill them.

Purification System

The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

The high pressure purification chamber shall have a working pressure of 6000 PSIG. The purification system shall utilize a replaceable cartridge. The purification system shall be designed so that the replacement of the cartridge can be accomplished without disconnecting system piping. The design of the chamber shall preclude the possibility of operating the system without the cartridge installed or with an improperly installed cartridge. A bleed valve shall be

provided to vent the purification system to facilitate replacing the cartridge. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

The purification system shall include Bauer's patented Securus Electronic Moisture Monitor System⁷. A sensor shall be located in the Securus purifier cartridge for direct monitoring of moisture levels. The Touch Screen Display shall indicate the status of the Securus cartridge. The Securus system shall warn the operator, in advance, of the impending expiration of the Securus cartridge via a scrolling text display message on the panel mounted operator / compressor interface. The compressor shall shut down automatically and the operator notified via audible alarm and scrolling text display message on the panel mounted operator / compressor interface should the operator fail to change the Securus cartridge within the warning period. The compressor shall not be capable of restarting until the used cartridge is replaced with a new one⁸. The moisture monitoring system shall be of a fail-safe design. Should the electrical contact between the display module and sensor be disconnected, an immediate fault shut down shall be effected. For absolute safety and highest quality breathing air, no manual override shall be supplied for the moisture monitor.

Cascade Fill Control / Instrument Panel

A steel instrument panel affixed with a non-glare Lexan→ overlay shall be installed on the front of the station. The overlay shall contain an embedded airflow schematic. The cascade fill control / instrument panel shall be hinged for easy maintenance and accessibility.

The cascade control panel shall be factory piped for four storage banks and designed to fill three SCBA cylinders either independently or simultaneously. The control panel shall include, at a minimum, a manual control valve and pressure gauge for each storage bank, an adjustable regulator for SCBA cylinder fill pressure complete with a pressure gauge for inlet and regulated pressure and a relief valve to protect the SCBA cylinders from overfilling, a manual control valve and pressure gauge for each fill position, a manual direction valve to allow the operator to select SCBA filling from either air storage or the compressor, provisions for factory or field modification to allow a different fill pressure at each fill position. The cascade system shall allow the simultaneous tasks of filling one storage bank while drawing down another during the SCBA fill process. Strategically placed tees and check valves preclude the need for individual "To" and "From" valves. Systems requiring individual "To" and "From" valves shall not be deemed acceptable, as they require more efforts to operate.

⁷ U. S. Patent Number 4,828,589

⁸ Replace all cartridges at the same time.

SUPERSEDES: ALL PRIOR

All control panel mounted pressure gauges shall have a 2 ½" diameter and be liquid filled. A fluorescent light shall be factory installed above the panel to provide a glare-free illumination of the control panel. An on/off switch shall be integrated into the operator / compressor interface for the light.

Air Storage

The air storage system shall include two receivers fabricated, tested and stamped in accordance to Section VIII of the ASME Boiler and Pressure Vessel Code. The receivers shall have a 3:1 safety factor at 6000 PSIG (7000 PSIG MAWP at 200°F).⁹ Each receiver shall have a capacity of 491 cu ft at 6000 PSIG¹⁰. The receivers shall be mounted in a vertical configuration in a rack that is integral to the breathing air station's frame. The rack shall be designed to accommodate four identical receivers. The receivers shall be installed in accordance with 29 CFR 1910.169. The rack shall be designed to support the receivers in a secure manner and permit visual inspection of the receivers' external surface. Each receiver shall be supplied with a manual drain valve, an isolation valve and safety relief valve. For ease of maintenance and periodic inspection all the drain valves shall be piped to one convenient location within the Unicus III enclosure. Each receiver, or bank of receivers if additional storage is required, shall be piped to the cascade fill control panel to facilitate cascade filling.

Containment Fill Station

The front-loading, three position; containment fill station shall totally enclose the SCBA or SCUBA¹¹ cylinders during the refilling process.

The fill station's outer enclosure and door assemblies shall be constructed of formed ¼ inch thick plate steel. Venting shall be provided in the bottom of the fill station to allow the rapidly expanding air from a ruptured cylinder to escape from the fill station. The fill station shall be ergonomically designed for maximum operator convenience and safety for refilling cylinders. The fill station door and cylinder holder assembly shall tilt out towards the operator 45 degrees, providing unobstructed access to the cylinder holder to load and unload the cylinders. A chrome plated handle and heavy-duty gas spring shall be incorporated into the design of the fill station to assist the operator in opening and closing the fill station door. It shall take no more than approximately eighteen pounds of force to open or close the fill station door thereby eliminating operator fatigue.

Each cylinder holder shall be lined to prevent scuffing the outer surface of the SCBA cylinders. For complete operator protection, the fill station shall include a safety interlock system that will prevent refilling SCBA cylinders unless the fill station door is closed and secured in the locked

⁹ DOT storage systems available.

¹⁰ Capacity referenced to 70°F.

¹¹ SCUBAs up to 31" maximum overall length including valve, boot and fill yoke.

SUPERSEDES: ALL PRIOR

position. The automatic interlock will require no actuation of secondary latching mechanism on the outside of the fill station.

Three fill hoses shall be located within the fill station. Each fill hose shall be equipped with a bleed valve and SCBA fill adapter of choice. Fill hose retainers shall be provided to anchor the fill hoses when not in use.

Testing and Preparation for Shipment

The breathing air station shall be tested by the manufacturer prior to shipment

A manufacturer's nameplate shall be placed on the interior of the electric panel. The nameplate shall include, at a minimum, manufacturer's name, model number, serial number, compressor block number, and date of manufacture. Voltage, phase / frequency, and amperage are located on another label inside the electrical panel

The station shall be suitably prepared for motor freight transport. The station shall be bolted to a wooden pallet, wrapped in sheet plastic, and fully protected by a wooden crate. The compressor intake and similar openings shall be suitably covered. Component parts, loose parts or associated spare parts shall be packaged separately and shipped on the same pallet if feasible.

Documentation

A documentation package shall be supplied with the station. The documentation package shall include, at a minimum, an operation manual on CD, recommended spare parts list, warranty information and a start-up/warranty registration form.

The Operator's Instruction and Maintenance Manual for the breathing air station shall be as detailed as possible, outlining all operation and maintenance instructions. The manual shall include detailed illustrated drawings for the compressor block and all system components along with a complete parts listing for all illustrated components. Warnings and safety precautions shall be identified clearly in the manual.

Available Accessories

The following shall be SUPPLIED

- Two additional ASME receivers
- Carbon monoxide monitor with calibration kit
- Remote Fill with bulkhead fitting, regulator, pressure gauge, line valve, and quick connect coupling



City of Norman, OK

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

Master

File Number: COS-1314-1

File ID: COS-1314-1	Type: Certificate of Survey	Status: Consent Item
Version: 1	Reference: Item No. 18	In Control: City Council
Department: Public Works Department	Cost:	File Created: 06/20/2013
File Name: CADDELL ESTATES COS		Final Action:

Title: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-1314-1 FOR CADDELL ESTATES AND A VARIANCE TO THE MINIMUM ACREAGE REQUIREMENTS FOR TRACTS 1, 2, AND 3. (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 72ND AVENUE S.E. AND STATE HIGHWAY NO. 9)

Notes: ACTION NEEDED: Motion to approve or reject Norman Rural Certificate of Survey No. COS-1314-1 for Caddell Estates and a variance in the minimum acreage requirements for Tracts 1, 2, and 3; and, if approved, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 18

Attachments: Text File Caddell Acres COS, Location Map, COS Caddell Estates, Staff Report - Caddell Estates COS, Site Plan - Caddell Estates, Variance Request - Caddell Estates, Aerial Photo Caddell, 7-11-13 PC Minutes - COS-1314-1

Project Manager: Ken Danner, Subdivision 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	07/11/2013					

Text of Legislative File COS-1314-1

body

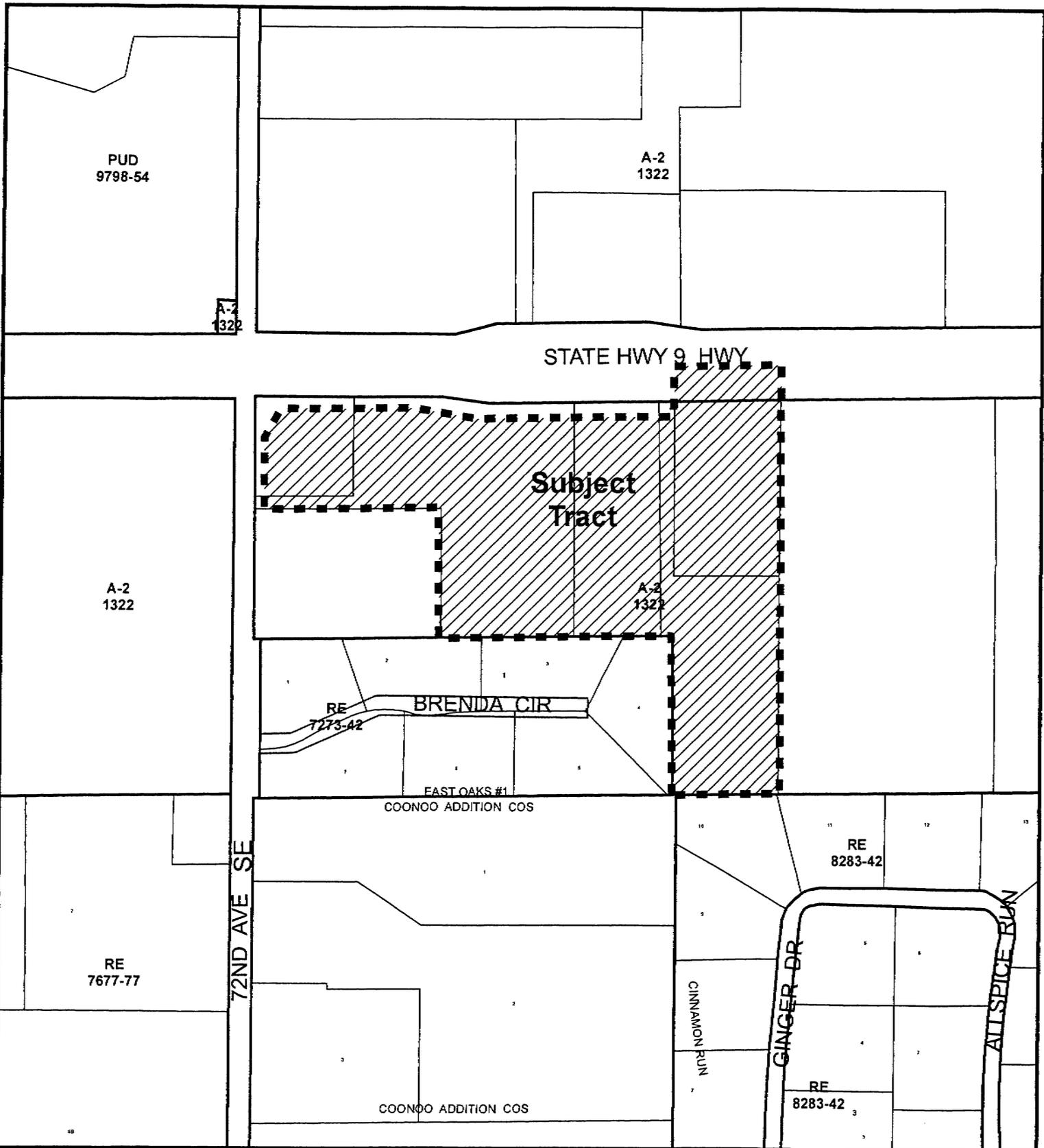
BACKGROUND: This item is Norman Rural Certificate of Survey No. COS-1314-1 located at the southeast corner of the intersection of State Highway No. 9 and 72nd Avenue S.E. The property is located in the A-2, Rural Agricultural District.

DISCUSSION: This Certificate of Survey consists of three (3) tracts; Tract 1 consists of 5.67 acres, Tract 2 consists of 9.06 acres, and Tract 3 consists of 9.98 acres. The total acreage of all three tracts encompasses 24.71 acres in this Certificate of Survey. The owners are requesting a variance in minimum acreage requirements of 10 acres per tract since this is a short section and a considerable amount has been previously obtained by ODOT as right-of-way for State Highway 9.

Tract 1 originally consisted of 8.96 acres, from which 3.29 acres was acquired by ODOT. Tract 2 originally consisted of 10.43 acres, however 1.37 acres has been acquired for highway right-of-way. This has been family property for many years consisting of three (3) tracts. However, through the parent's estate, the boundaries of the tracts have changed creating the need for this Certificate of Survey. This Certificate of Survey, if approved, will allow the construction of one single family home on each tract. There are existing structures on the tracts. If the existing structures were damaged in a storm or fire, they would not be able to rebuild because the parcels were not properly subdivided. Planning Commission, at its meeting of July 11, 2013, recommended approval of the request of a variance in the minimum acreage requirements for Tract 1, Tract 2 and Tract 3 and approval of Certificate of Survey No. COS-1314-1, Caddell Estates.

Private water and sanitary sewer systems have been installed in accordance with the Oklahoma Department of Environmental Quality standards. Fire protection will be provided by the City of Norman pumper/tanker trunks.

RECOMMENDATION: Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-1314-1 for Caddell Estates with a variance in acreage requirements for Tract 1, Tract 2, and Tract 3.



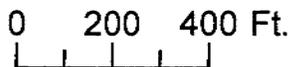
Location Map



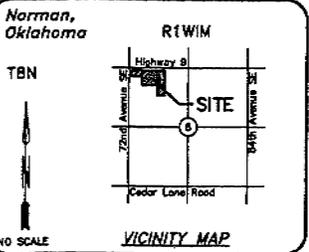
Map Produced by the City of Norman
 Geographic Information System.
 (405) 366-5316
 The City of Norman assumes no
 responsibility for errors or omissions
 in the information presented.



June 28, 2013

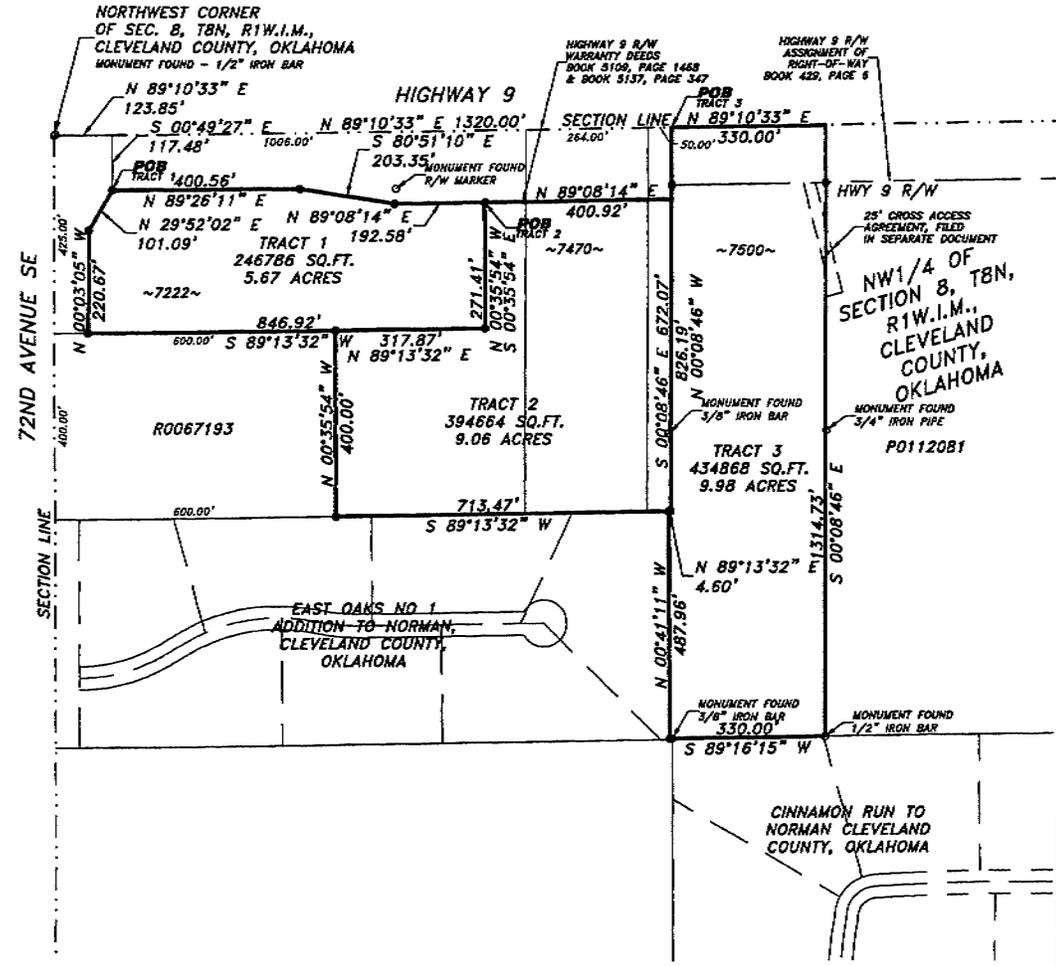


-  Subject Tract
-  Zoning 18-1

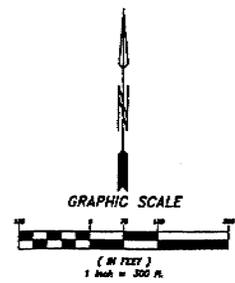


NORMAN RURAL CERTIFICATE OF SURVEY CADELL ESTATES

NW1/4 OF SECTION 8, T8N, R1W1.M.



- LEGEND**
- MONUMENT SET (1/2" IRON BAR W/CAP (JAC-DLS 1148) UNLESS OTHERWISE NOTED)
 - MONUMENT FOUND
 - ▭ SUBJECT PROPERTY
 - BOUNDARY LINE
 - - - ADDITION LOT LINE
 - - - RIGHT-OF-WAY LINE
 - - - EASEMENT
 - ~0000~ ADDRESSES



BEFORE YOU DIG... CALL ONE

OKLAHOMA ONE-CALL SYSTEM, INC.
 800-522-OKIE (6543)
 TULSA (918) 733-OKIE (6543)
 OKC (405) 640-3032

<p>VERIFY SCALE</p> <p>0" ————— 1"</p> <p>BAR IS ONE INCH ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.</p>	<p>JIVDEN AND COMPANY, P.L.L.C. PROFESSIONAL SURVEYING SERVICES 13201 Eastern Avenue Oklahoma City, Oklahoma 73121 O.A. 4181 - Expire June 30, 2013 Mob. (405) 740-3228 Office (405) 281-9777 Fax (405) 478-2678 http://www.jacsurvey.com</p>
<p>DATE DRAWN: JUNE 8, 2013 DRAWN BY: R. WOODS PROJECT NO: 147-13 - R1W1M, T8N, SECTION 8, NW DWG NAME: 147-13_boundary.dwg REVISION DATE: JULY 1, 2013</p>	

DATUM INFORMATION
 BEARINGS ARE ON OKLAHOMA STATE COORDINATE SYSTEM, OKLAHOMA SOUTH ZONE DATUM, NAD 83, NAVD 88, U.S. FEET. CONTROL MONUMENT DESIGNATION, NGS OPUS SOLUTION GRID NORTH IS (N 00°00'00"E).

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR PRESENT. (PG. 2)
 SURVEYING IS AN INEXACT SCIENCE AND IS SUBJECT TO CERTAIN DEGREE OF INACCURACY AND OPINION.

CERTIFICATE OF SURVEY
COS-1314-1

ITEM NO. 4

STAFF REPORT

ITEM: Consideration of Norman Rural Certificate of Survey No. COS-1314-1 for CADDELL ESTATES.

LOCATION: Located at the southeast corner of the intersection of State Highway No. 9 and 72nd Avenue S.E.

INFORMATION:

1. Owners. Caddell, et al
2. Surveyor. Jividen and Company, P.L.L.C.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1312 annexing this property into the City limits.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department with use of a pumper truck/tank truck.
2. Sanitary Sewer. Individual septic systems are existing on the three (3) tracts.
3. Water. Individual water wells are existing on the three (3) tracts.
4. Easements/Rights-of-Way. Roadway/drainage/utilities is being pursued by the Oklahoma Department of Transportation.
5. Acreage. Tract 1 consists of 5.67 acres, Tract 2 consists of 9.06 acres, and Tract 3 consists of 9.98 acres.

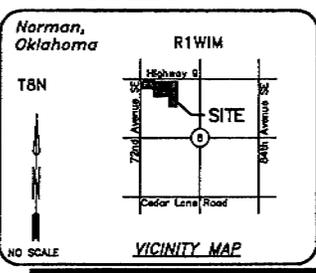
6. Access. Access to State Highway No. 9 are existing. There are no additional access (drive approaches) to State Highway No. 9.

SUPPLEMENTAL MATERIAL: Copies of a location map, Norman Rural Certificate of Survey No. COS-1314-1 and letter of request for a variance in the minimum acreage requirements are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The surveyor has made a request to vary the minimum acreage requirements for Tracts 1, 2 and 3. The surveyor has indicated that this is a short section. Also, several acres have been transferred to the Oklahoma Department of Transportation. This property has been with family members for many years. At this time, the families are attempting to create properties or tracts where building permits can be issued for the individual tract. With the deeding of property for State Highway No. 9 and 72nd Avenue S.E. right-of-way, Tract 1 is proposed as a 5.67 acre tracts. Although well below the ten (10) acre minimum requirement, the right-of-way has removed 3.29 acres from Tract 1. Tract 2 consist of 9.06 acres, however, prior to the right-of-way for State Highway No. 9, it would have been 10.43 acres. Tracts 2 and 3 are near the ten (10) acre requirement. As a result, with the above circumstances, staff can support the request in a variance of the minimum ten (10) acre requirement for Tracts 1, 2 and 3.

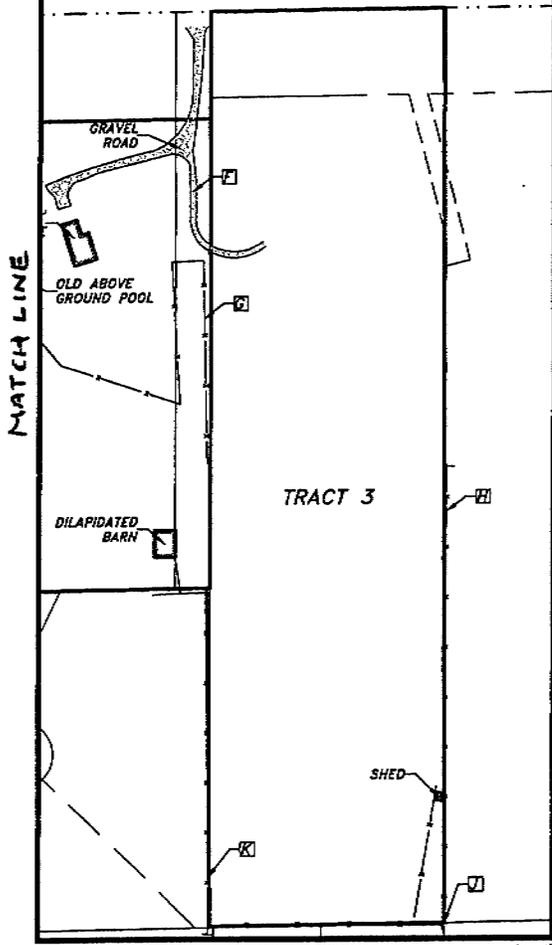
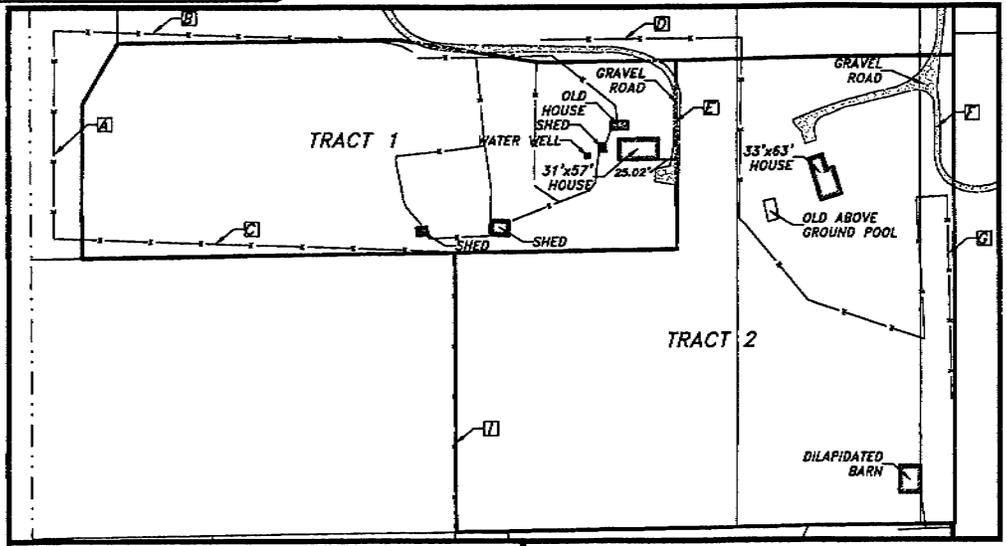
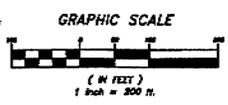
ACTION NEEDED: Recommend approval or disapproval of Certificate of Survey No. COS-1314-1 for Caddell Estates with a variance to the minimum acreage requirements for Tracts 1, 2 and 3 to City Council.

ACTION TAKEN: _____



NORMAN RURAL CERTIFICATE OF SURVEY CADELL ESTATES

NW1/4 OF SECTION 8, T8N, R1W1M.



ENCROACHMENTS

- A A BARB WIRE FENCE ENCROACHES 39.6 FEET WEST OF THE WEST BOUNDARY OF TRACT 1.
- B A BARB WIRE FENCE ENCROACHES 15.5 FEET NORTH OF THE NORTH BOUNDARY OF TRACT 1.
- C A BARB WIRE FENCE ENCROACHES 26.9 FEET NORTH OF THE SOUTH BOUNDARY OF TRACT 1.
- D A BARB WIRE FENCE ENCROACHES 30.3 FEET NORTH OF THE NORTH BOUNDARY OF TRACT 1 AND TRACT 2.
- E A GRAVEL ROAD ENCROACHES 6.2 FEET EAST OF THE EAST BOUNDARY OF TRACT 1.
- F A GRAVEL ROAD ENCROACHES 28.5 FEET WEST OF THE EAST BOUNDARY OF TRACT 2.
- G A BARB WIRE FENCE ENCROACHES 10.2 FEET WEST OF THE EAST BOUNDARY OF TRACT 2.
- H A BARB WIRE FENCE ENCROACHES 3.2 FEET EAST OF THE EAST BOUNDARY OF TRACT 3.
- I A BARB WIRE FENCE ENCROACHES 2.4 FEET WEST OF THE WEST BOUNDARY OF TRACT 2.
- J A BARB WIRE FENCE ENCROACHES 2.9 FEET SOUTH OF THE SOUTH BOUNDARY OF TRACT 3.
- K A BARB WIRE FENCE ENCROACHES 2.4 FEET EAST OF THE EAST BOUNDARY OF TRACT 3.

LEGEND

- SUBJECT PROPERTY
- - - - - SECTION LINE
- - - - - RIGHT-OF-WAY
- - - - - BARB WIRE FENCE
- - - - - CHAIN LINK FENCE

VERIFY SCALE

0" ————— 1"
BAR IS ONE INCH ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

JVIDEN AND COMPANY, P.L.L.C.
PROFESSIONAL SURVEYING SERVICES
13301 Eastway Avenue
Oklahoma City, Oklahoma 73151
O.L. 6181 - Expire June 30, 2015
Mob. (405) 740-2228
Office (405) 280-9797
Fax (405) 478-2772
<http://www.jacsurvey.com>

DATE DRAWN	JUNE 8, 2015
DRAWN BY	R. WOODS
PROJECT NO.	147-13 - R1W1M, T8N, SECTION 8, NW
DWG NAME	147-13_boundary.dwg
REVISED DATE	JULY 1, 2015

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR PRESENT. (PG. 2)
SURVEYING IS AN INEXACT SCIENCE AND IS SUBJECT TO CERTAIN DEGREE OF INACCURACY AND OPINION.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 11, 2013

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 11th day of July 2013. 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 Chris Lewis called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT

Jim Gasaway
Andy Sherrer
Cindy Gordon
Sandy Bahan
Tom Knotts
Chris Lewis

MEMBERS ABSENT

Curtis McCarty
Roberta Pailes
Dave Boeck

A quorum was present.

STAFF MEMBERS PRESENT

Susan Connors, Director, Planning &
Community Development
Jane Hudson, Principal Planner
Janay Greenlee, Planner II
Ken Danner, Subdivision Development
Manager
David Riesland, Traffic Engineer
Roné Tromble, Recording Secretary
Leah Messner, Asst. City Attorney
Larry Knapp, GIS Analyst II
Terry Floyd, Development Coordinator

* * *

Item No. 2, being:

CONSENT DOCKET

Chairman Lewis read the titles of Consent Docket items, consisting of the following:

Item No. 3, being:

APPROVAL OF THE JUNE 13, 2013 REGULAR SESSION MINUTES

Item No. 4, being:

COS-1314-1 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY BARBARA PARR (JIVIDEN AND COMPANY, P.L.L.C.) FOR CADDELL ESTATES GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 72ND AVENUE S.E. AND STATE HIGHWAY NO. 9.

Item No. 5, being:

PP-1314-1 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY ASHTON GROVE L.C. AND ASHTON GROVE MASTER ASSOCIATION, INC. (TONY COLE) FOR ASHTON GROVE ADDITION GENERALLY LOCATED AT THE NORTHEAST CORNER OF 48TH AVENUE N.W. AND ROCK CREEK ROAD.

Item No. 6, being:

SFP-1314-1 – CONSIDERATION OF A SHORT FORM PLAT SUBMITTED BY ASPEN MIDWEST INVESTMENTS, L.L.C. (DAVID LOUY) FOR ASPEN MIDWEST ADDITION FOR PROPERTY LOCATED AT 1214, 1218 AND 1222 WEST LINDSEY STREET.

*

Chairman Lewis asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, he asked whether any member of the audience wished to speak regarding any item. There being none, he asked for discussion by the Planning Commission.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Jim Gasaway moved to place approval of Item Nos. 3 through 6 on the Consent Docket and approve by one unanimous vote. Tom Knotts seconded the motion.

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

YEAS	Jim Gasaway, Andy Sherrer, Cindy Gordon, Sandy Bahan, Tom Knotts, Chris Lewis
NAYES	None
ABSENT	Curtis McCarty, Roberta Pailles, Dave Boeck

Ms. Tromble announced that the motion, to place approval of Item Nos. 3 through 6 on the Consent Docket and approve by one unanimous vote, passed by a vote of 6-0.

Item No. 4, being:

COS-1314-1 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY BARBARA PARR (JIVIDEN AND COMPANY, P.L.L.C.) FOR CADDELL ESTATES GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 72ND AVENUE S.E. AND STATE HIGHWAY NO. 9.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Norman Rural Certificate of Survey
3. Staff Report
4. Site Plan
5. Request for Variance in Lot Size Requirements

COS-1314-1, the Certificate of Survey for CADDELL ESTATES, was approved on the Consent Docket by a vote of 6-0.

* * *

**Jividen
And
Company**

Tel: (405) 740-3226
Fax: (405) 478-3272

Tuesday, July 02, 2013

Re: **Request for a variance
to lot size requirements
Caddell Estates**

To whom it may concern,

This letter is a request for variance of the City of Norman ordinance to allow Caddell Estates to construct on three lots having 5.47 acres (Tract 1), 9.06 acres (Tract 2) and 9.98 acres (Tract 3) instead of the 10 acres required.

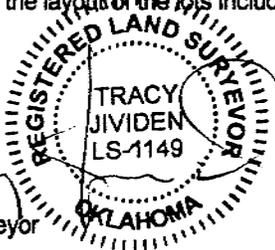
These shortages arise from the following :

- 1) In 1873 the General Land Office surveyed the Northwest Quarter (NW1/4) of Section Nine (9), Township Eight North (T8N), Range One West of the Indian Meridian (R1W.I.M.) as being 160 acres. Today it measures 158.71 acres. (This affects Tract 1, Tract 2 and Tract 3)
- 2) The Oklahoma Department of Transportation has Warranty Deeds (recorded in Book 5109, Page 1468 & Book 5137, Page 347) filed in 2013 containing a total of 4.72 acres. The Area adjacent to the Tract 1 that is now part of the right-of-way contains 3.30, the area adjacent to Tract 2 that is now part of the right-of-way contains 1.42 acres.
- 3) Because errors in the deeds for the subject property the listed acreage for the property was 30.3 acres, when this property was actually surveyed the property was determined to only be 29.4 acres. Because of the history of the deeds the error in this acreage was acquired by Tract 1.

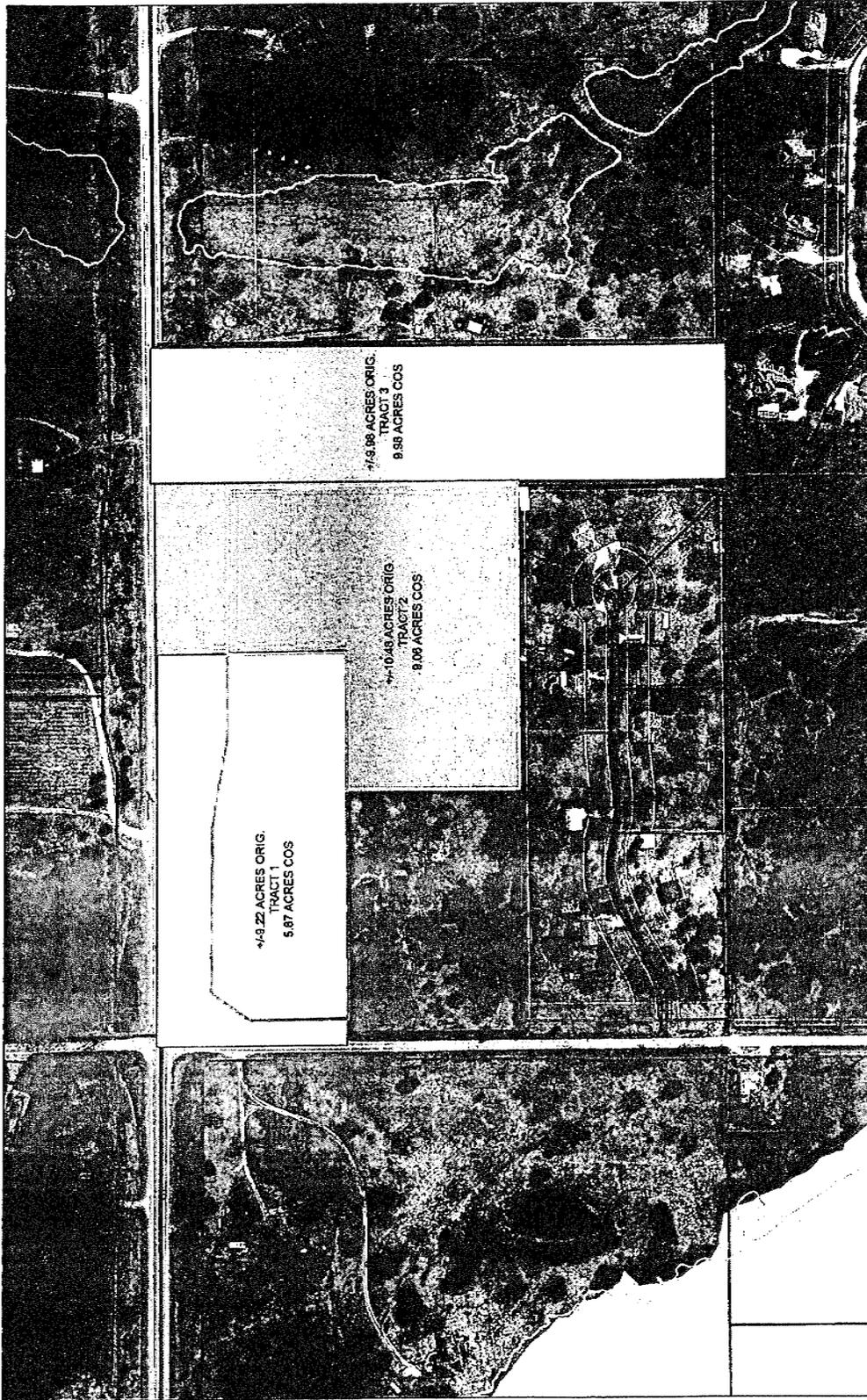
The tracts are short in acres but are still considered 10 acre tracts.

See attached exhibit for the layout of the lots including the highway R/W.


Tracy Jividen
Professional Land Surveyor
OK-TX-KS-AR



Member of Oklahoma Society of Land Surveyors Since 1976
P.O. Box 6651
Edmond, OK 73083



1 inch = 200 feet

THESE ARE THE ORIGINAL RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA.



City of Norman, OK

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

Master

File Number: GID-1314-18

File ID: GID-1314-18	Type: Grant	Status: Consent Item
Version: 2	Reference: Item No. 19	In Control: City Council
Department: Police Department	Cost:	File Created: 07/26/2013
File Name: Spirit of Blue Foundation Grant	Final Action:	

Title: CONSIDERATION OF ACCEPTANCE OF A GRANT TO RECEIVE FORENSIC IMAGE AND VIDEO ENHANCEMENT SOFTWARE VALUED AT \$3,975 FROM THE SPIRIT OF BLUE FOUNDATION TO BE USED BY THE NORMAN POLICE DEPARTMENT IN PARTNERSHIP WITH THE OKLAHOMA CITY POLICE DEPARTMENT TO INCREASE INVESTIGATIVE CAPABILITIES OF DIGITAL EVIDENCE.

Notes: ACTION NEEDED: Motion to approve or reject a grant to receive forensic image and video enhancement software valued at \$3,975 from the Spirit of Blue Foundation to be used by the Norman Police Department in partnership with the Oklahoma City Police Department; and, if approved, authorize the Mayor to sign additional supporting documentation related to the grant.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 19

Attachments: Text File Spirit of Blue Foundation Grant,
GID-1314-18 Grant Solicitation Announcement.pdf,
GID-1314-18 Grant Award Notification.pdf

Project Manager: Captain Todd Gibson

Entered by: kathy.lamar@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File GID-1314-18

Body

BACKGROUND: The Spirit of Blue Foundation has informed the Norman Police Department that it has been awarded a grant to receive forensic image and video enhancement software valued at \$3,975. The software is a copy of the Amped FIVE Professional 2012 Edition forensic image and video enhancement software package. This software will assist in further developing our partnership with the Oklahoma City Police Department. It will also increase our abilities to process and view video evidence in numerous cases across Norman.

DESCRIPTION: The grant will award the Norman Police Department with software which will be installed on a specific Criminal Investigation Division Forensic Video Computer. The software "Amped FIVE" has been designed in cooperation with several specialized institutions and university researchers experienced in forensic

science and criminology to provide a complete set of tools for gathering evidence. The Los Angeles Police Department (LAPD) Scientific Investigations Division nominated Norman Police Department for consideration and the Spirit of Blue Foundation selected our agency to receive the grant software.

RECOMMENDATION: It is recommended that City Council accept the grant of Amped FIVE software valued at \$3,975 to be used by the Norman Police Department in partnership with the City of Oklahoma City Police Department.



January 1, 2013

Grant Solicitation Announcement: Amped FIVE Professional

The Spirit of Blue Foundation is seeking to grant ten (10) copies of the Amped FIVE Professional 2012 software application (Forensic Image and Video Enhancement) to law enforcement agencies nationwide in an effort to aid agencies in the investigation of crimes, apprehension of criminals and evidence preparation for criminal trials.

Amped Five has been designed in cooperation with several specialized institutions and university researchers experienced in forensic science and criminology to provide a complete set of tools for gathering evidence. The concept of Amped Five was in fact, from the offspring of a joint venture between the Scientific Investigation Department of Carabinieri (Italian Military Police) National Crime Lab and the Image Processing Laboratory of the University Of Trieste, which is well known for its forensic activities.

Grants will be awarded in the form of a fully unrestricted use copy of Amped FIVE Professional Suite software valued at \$3,975.

Nothing additional will be provided as part of the grant. Free support for the first year, along with free online resources are available from Amped Software for the purpose of usage training and technical support. Additional expenses for training or support are not provided for.

In keeping with the Spirit of Blue's mission of enhancing officer safety and vitality through meeting safety equipment needs, these grants are intended to benefit officers through investigating, apprehending and aggressive prosecution of violent criminals who then can no longer pose a threat to law enforcement officers or the general public.

Agencies interested in being considered as recipients for this grant are encouraged to apply at:

www.spiritofblue.com/grant-eligibility/

Applications or Grant Eligibility Enrollment must be received by June 1, 2013.

Sincerely,

Ryan T. Smith
Safety Equipment Grant Program Director
Spirit of Blue Foundation

Spirit of Blue, Inc.
840 W. Blackhawk #304
Chicago, IL 60642
(312) 718-5656 - info@spiritofblue.com



February 7, 2013

Detective Blaine Davison
City of Norman
Police Department
201-B West Gray
Norman, OK 73070

Grant Award Notification: Amped FIVE Professional Software

Dear Detective Davison,

The Spirit of Blue Foundation is pleased to inform you that the Normal Police Department has been selected to receive a Safety Equipment Grant in the form of a product donation. The specific product is a copy of Amped FIVE Professional 2012 Edition, a forensic image and video enhancement software package.

Amped FIVE has been designed in cooperation with several specialized institutions and university researchers experienced in forensic science and criminology to provide a complete set of tools for gathering evidence. The concept of Amped Five was in fact, from the offspring of a joint venture between the Scientific Investigation Department of Carabinieri (Italian Military Police) National Crime Lab and the Image Processing Laboratory of the University Of Trieste, which is well known for its forensic activities.

The manufacturer's suggested retail value of the grant being awarded is \$3,975. Nothing additional will be provided as part of the grant. Free support for the first year, along with free online resources are available from Amped Software for the purpose of usage training and technical support. Additional expenses for training or support are not provided for.

In keeping with the Spirit of Blue's mission of enhancing officer safety and vitality through meeting safety equipment needs, this grant is intended to benefit officers through investigating, apprehending and the aggressive prosecution of violent criminals who then can no longer pose a threat to law enforcement officers or the general public.

We are glad that the LAPD Scientific Investigations Division nominated your agency for consideration and are pleased that your agency was selected to receive this Safety Equipment Grant. We are committed to working with you regarding the documents and details required to aid your agency in gaining approval to receive this grant and getting the product delivered.



Please feel to contact me with any questions, concerns or next steps in order to facilitate the receipt of this grant.

Again, congratulations on your agency being selected. We are hopeful that the use of this grant aids in the safety of your officers and the effectiveness of your department.

Sincerely,

Ryan T. Smith
Safety Equipment Grant Program Director
Spirit of Blue Foundation
(585) 662-9032
rsmith@spiritofblue.com

Spirit of Blue, Inc.
840 W. Blackhawk #304
Chicago, IL 60642
(312) 718-5656 - info@spiritofblue.com



City of Norman, OK

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

Master

File Number: EN-1314-2

File ID: EN-1314-2	Type: Encroachment	Status: Consent Item
Version: 2	Reference: Item No. 20	In Control: City Council
Department: Legal Department	Cost:	File Created: 07/31/2013
File Name: Encroachment 4715 Kensal Rise Place		Final Action:
Title: CONSIDERATION OF CONSENT TO ENCROACHMENT NO. EN-1314-2 FOR LOT 1, BLOCK 3, CARRINGTON PLACE ADDITION, SECTION 8. (4715 KENSAL RISE PLACE)		

Notes: ACTION NEEDED: Motion to approve or reject Consent to Encroachment No. EN-1314-2; and, if approved, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 20

Attachments: Text File Encroachment, Clerk Memo Encroachment, Application Packet McCarty, Consent No. 1314-2, Planning Memo, Utilities Memo, Public Works Memo, Consents from Utilities

Project Manager: Leah Messner, Assistant City Attorney

Entered by: denise.johnson@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File EN-1314-2

Body

BACKGROUND: An encroachment request has been filed in the office of the City Clerk by Curtis A. McCarty of C. A. McCarty Construction, LLC, requesting a Consent to Encroach into a utility easement at the above-described property.

DISCUSSION: The application for the Consent to Encroach concerns the encroachment upon a City of Norman utility easement for a portion of the residence under construction at the above address. The mortgage surveyor advises that the structure has encroached approximately two (2) feet in one area and less than six (6) inches in another area. (See Mortgage Inspection Report attached)

Staff has reviewed the application and the "hold harmless" clause. From a legal perspective, it protects the City's concerns with respect to damage to the property owner's property should the City or other authorized entity be required to perform work within its easements.

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

the easement.

STAFF RECOMMENDATION: Based upon the above and foregoing, the City Attorney's office is forwarding the above Consent to Encroach for Council consideration.



office memorandum

DATE: July 15, 2013

TO: Jeff Bryant, City Attorney
Rone Tromble, Administrative Technician IV
Ken Danner, Subdivision Manager
Ken Komiske, Director of Utilities
Jane Hudson, Principal Planner

FROM: Brenda Hall, City Clerk

SUBJECT: Request for Consent to Encroachment No. 1314-2

An encroachment request was filed in my office today for permission to encroach on utility easements located on the west side of Lot 1, Block 3, Carrington Place Addition, a/k/a 4715 Kensal Rise Place. The home is currently under construction and it was brought to the builder's attention by the mortgage surveyor that the front building line and utility easement has been encroached upon by approximately two (2) feet in one area and less than six (6) inches in another area. I am forwarding the letter of request and site drawing, including a Staff report from the Planning Community Development Department as the applicant initially believed that he only needed to file an application with the Board of Adjustment. After the information has been received from the Planning Department, Public Works Department, and Utilities Department and a determination has been made on whether to recommend approval or denial, please forward your recommendation and Consent to Encroachment Form, if needed, to my office in order that it may be scheduled as an agenda item.

This item will be scheduled as an agenda item around August 13, 2013, and the information must be received in my office by July 29, 2013. If there is a problem in meeting that timeframe, please advise.

kjc
attachments



C.A. McCarty
CONSTRUCTION, LLC

Date: 7/08/2013

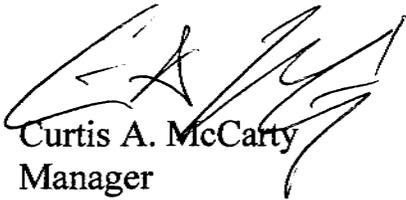
To: City Clerk, Brenda Hall
City of Norman
201 West Grey Street
Norman, OK 73070

RE: Consent to Encroach

Dear Sir or Madam,

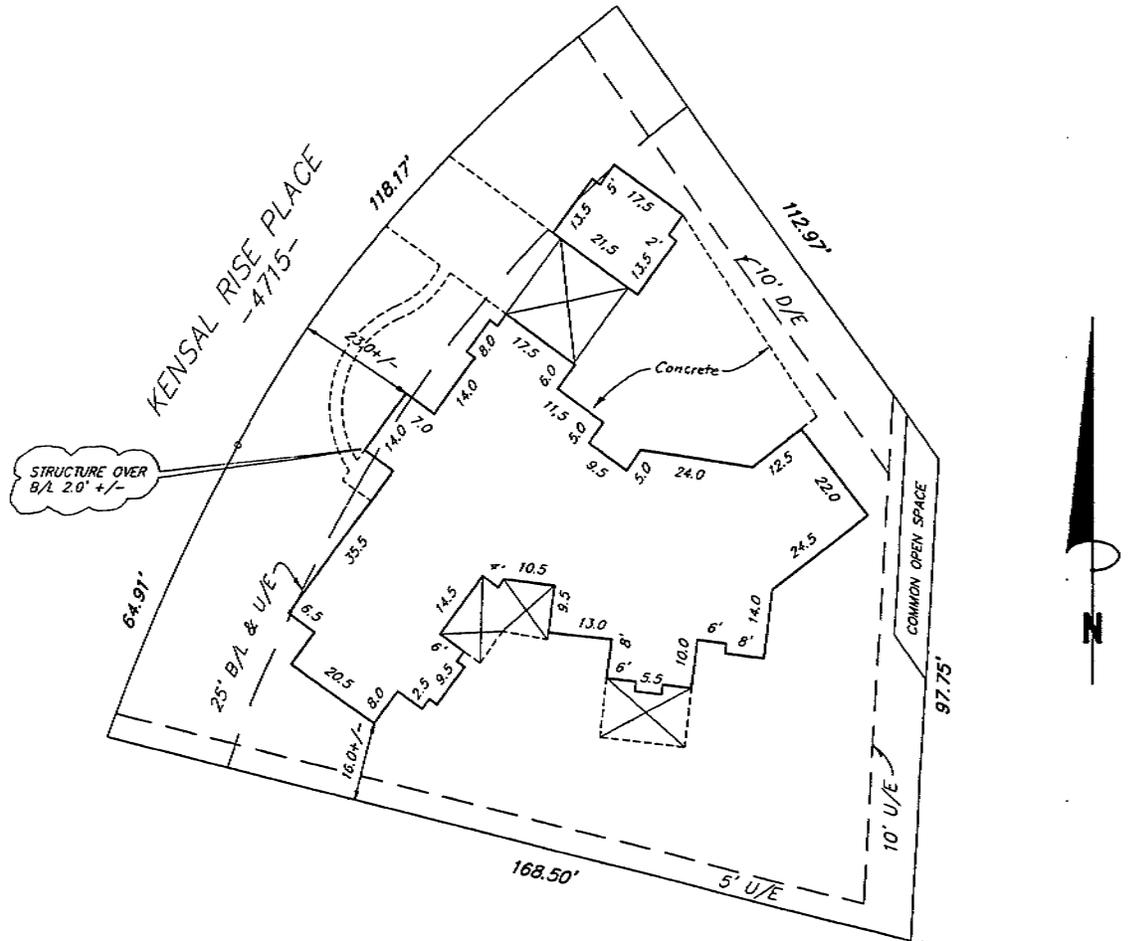
Enclosed please find a copy of the survey for Lot 1 Block 3 of Carrington Place Addition Section 8 of Cleveland County also known as 4715 Kensal Rise Place. This home is currently under construction and it was brought to our attention by the mortgage surveyor that front building line and Utility Easement has been encroached upon by approximately 2' in one area and less than 6" in another area. As you can see the curved nature of the street and the linear nature of the house created this accident to occur. We are asking for you to consider approving this consent to encroach this front 25' building line and Utility Easement.

Thank you for your time and consideration of this matter.



Curtis A. McCarty
Manager

NOTE: According to the Flood Insurance Rate Map (FIRM) Community Panel Number 40027C0280 H, dated September 26, 2008, the subject property is located in ZONE X, which is not in a flood hazard area....
 NOTE: The Easement recorded in Book 60, Page 129 and Assigned in Book 1209, Page 1 and partially released in Book 4219, Page 97 and Book 4222, Page 570 does not affect the subject property. The Easement recorded in Book 1870, Page 513, and in Book 461, Page 62 does not affect the subject property. The Right of Way recorded in Book 4009, Page 1011, Book 4612, Page 359, Book 1191, Page 281 & 283 assigned in Book 3155, Page 1307 does not affect the subject property. The Right-of-Way recorded in Book 362, Page 256 and Released in Book 3840, Page 902 does not affect the subject property.



MORTGAGE INSPECTION REPORT

NOTE: THIS IS NOT A BOUNDARY SURVEY, NO CORNERS WERE SET

I, D. Mike Dossey, a Registered Land Surveyor, do hereby certify that a careful inspection has been made under my supervision on the following described property, to wit;

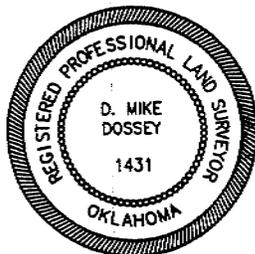
Lot One (1), in Block Three (3), of CARRINGTON PLACE ADDITION SECTION 8, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Physical Address: 4715 Kensal Place, Norman, Oklahoma 73072

This Mortgage Inspection Report was prepared for identification purpose for the Mortgagee in connection with a new loan and the mortgage. This is not a land or boundary survey plat, and it is not to be relied upon for establishment of fence, building or other future improvement lines. Easements shown on this report were provided by the title insurer. No further research was done. The accompanying sketch is a true representation of conditions that were found at the time of the inspection, and the linear and angular values shown on the sketch, if any, are based on record or deed information and have not been verified unless noted. There are no encroachments of dwelling structure except if shown hereon. This inspection was made for loan purposes only and no other responsibility is hereby extended to the land owner or occupant.

Inspection No. 2131401
 Date: June 6, 2013
 Buyer: Ellis...2133104
 Title Company: Cleveland County Abstract

D. Mike Dossey
 Registered Land Surveyor



V.M.I. Inspection, Inc.

Mortgage Inspections • ALTA/ACSM • Elevations

1530 SW 89th St., Suite C-2 Oklahoma City, Oklahoma 73159
 (405) 691-0077 (405) 691-0023 Fax
 www.vmisurvey.com • vmisurvey@gmail.com
 CA-4853 Expires: 06-20-314

CONSENT

Consent to Encroachment No. 1314-2

WHEREAS, the City of Norman, Cleveland County, is in possession of utility easement on the land described as follows, to-wit:

Lot 1, Block 3, Carrington Place Addition, Section 8, Cleveland County, Oklahoma a/k/a 4715 Kensa Rise Place,

AND WHEREAS, the owner of the above-described property requests that a portion of the building be allowed to encroach upon the existing easement;

AND WHEREAS, the City has been requested to consent in writing for a portion of the building be built at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said portion of the building be built in the utility easement with the following conditions:

1. The property owner be responsible for the cost of repairs for any damages to the City's utility easement caused by any excavation or other construction activities conducted on their behalf; and
2. The property owner will be responsible for the cost the City incurs to remove any or all portion of the building, if needed, to facilitate maintenance or repair of the City's easement; and
3. The property owner will be responsible for the cost to repair or replace any or all of that portion of the building for such repairs.
4. The property owner waives and releases any claims against the City for any damages to any or all of the portion of the portion of the building caused by any excavation by the City for purposes of maintaining or replacing the City's facilities within the easement area.
5. By encroaching on said utility easement, the property owner releases Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, and/or Cox Communications, Inc. of responsibility to repair, rebuild, or maintain any portion of the encroaching driveway.
6. Damages to Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, or Cox Communications, Inc. facilities resultant from any current/future construction may carry possible financial charges to the property owner.

This consent is limited to the portion of the building as indicated in the application being located on the utility easement, and the City does not authorize or consent to the construction or location of any other structure(s) of a permanent nature within the easement. Further, this Consent is given with the understanding that the property owner is responsible for any and all direct and consequential damages resulting from the granting of this consent with entry to or upon the existing easement as required at any time in the future.

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

IN WITNESS WHEREOF, the undersigned has executed this consent this ____ day of August, 2013.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

On this _____ day of August, 2013, before me personally appeared _____ and _____, to me to be known to be the identical persons who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission Expires: _____

Notary Public

OWNER:
C.A. McCarty Construction, Inc.

By: _____
Curtis A. McCarty, Manager

On this ____ day of August, 2013, before me personally appeared _____ to me to be known to be the identical person(s) who executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Notary Public

My Commission Expires: _____



office memorandum

Date: July 29, 2013
To: Brenda Hall, City Clerk
From: Jim Speck, Capital Projects Engineer >>
Re: Consent to Encroach 1314-2
Lot 1, Block 3, Carrington Place Addition
(4715 Kensal Rise Place)

The lot located at 4715 Kensal Rise Place (Lot 1, Block 3, Carrington Place Addition) has a platted 25-foot wide building line (B/L) & utility easement (U/E) along the front (northwestern) boundary. The owner has been informed due to a survey the main dwelling structure extends into the U/E at several locations by approximately 2 feet. Therefore the owner has requested a consent to encroach for the structure.

There is an 8-inch sewer main located in the U/E. However, the sewer line is located approximately 18 feet from the edge of the structure.

The Utilities Department objects to all encroachments on utility easements unless the applicant agrees to certain requirements being filed of record on the consent document. A recommendation to approve is forwarded only when the applicant agrees to the following:

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

The Utilities Department can approve the encroachment application if the above requirements are filed of record on the consent document. Please advise if you have any questions.

Cc: Jeff Bryant
Ken Danner
Ken Komiske
Mark Daniels
David Hager

office memorandum



DATE: July 29, 2013
TO: Honorable Mayor and Councilmembers
FROM: Jane Hudson, Principal Planner
SUBJECT: Consent to Encroach - EN-1314-2
Lot 1, Block 3, Carrington Place Addition, Section 8
4715 Kensal Rise Place

BACKGROUND The applicant submitted an application for a new single family home on October 19, 2012. The application was reviewed by staff and a permit was issued on October 30, 2012. Subsequent to the permit being issued the foundation was poured approximately two feet over the designated twenty-five foot build line and utility easement in one area and approximately six inches in a second area.

DISCUSSION The applicant noted that the curved nature of the street right-of-way and linear nature of the house design assisted in creating this encroachment issue. The house is not situated on a corner lot so staff does not have a concern of the encroachment blocking any sight triangles. However, the request for the encroachment into the twenty-five foot build line needs to be reviewed by the Board of Adjustment.

RECOMMENDATION Planning and Community Development Staff does not oppose the requested consent to encroach the twenty-five foot utility easement with the new home. The applicant will submit to the Board of Adjustment for the encroachment into the twenty-five foot build line.

Reviewed by: Leah Messner
Assistant City Attorney II

cc: Brenda Hall, City Clerk



office memorandum

DATE: July 30, 2013
TO: Leah Messner, Assistant City Attorney
FROM: Ken Danner, Subdivision Development Manager
SUBJECT: Consent to Encroach
Lot 1, Block 3, Carrington Place Addition, Section 8
4715 Kensal Rise Place

Public Works/Engineering staff does not oppose the two-foot (2') and six-inch (6") encroachments of a single family structure located within a twenty-five foot (25') utility easement. We do yield to the Utilities Department regarding any possible City owned utilities that might be located within the easement. Responses from the utility companies are included except Cox Communications. Ample time has been given for their response. The City and /or utility companies should be held harmless in the course of maintaining their utilities if located within the utility easement. Attached are responses from the utility companies.

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

KD/pj

Reviewed by: Scott Sturtz, City Engineer 
Reviewed by: Shawn O'Leary, Director of Public Works 

cc: Brenda Hall, City Clerk
Ken Komiske, Director of Utilities

Drew Norlin

From: David Riesland
Sent: Tuesday, July 16, 2013 5:41 PM
To: Ken Danner
Cc: Drew Norlin
Subject: Re: Lot 1, Block 3, Carrington Place Addition Section 8--a/k/a 4751 Kensal Rise Place--
Consent to Encroach No. 1314-2

Ken,

I have no issue with this request.

Sent from David Riesland's iPhone

On Jul 16, 2013, at 5:15 PM, "Drew Norlin" <Drew.Norlin@NormanOK.gov> wrote:

> To All

>

> Please contact Ken Danner regarding this consent to encroach request of a 25' Front Building Line and Utility Easement with a home per the attached drawing with your approval or disapproval as soon as possible. A copy of the Board of Adjustment item #BOA-1314-01 dated July 5, 2013 is included for your use. Ken's email address is ken.danner@NormanOK.gov<<mailto:ken.danner@NormanOK.gov>> or call him at 366-5458. Please carbon copy me also.

>

> Thanks

> Drew Norlin, Assistant Development Coordinator City of Norman

> Engineering /Public Works

> (405) 366-5459 phone

> (405) 366-5418 fax

> Drew.norlin@ci.norman.ok.us<<mailto:Drew.norlin@ci.norman.ok.us>>

>

>

> <3468_001.pdf>

Drew Norlin

From: HAYES, TERRI L <tn0418@att.com>
Sent: Wednesday, July 17, 2013 6:57 AM
To: Drew Norlin; Ken Danner
Subject: RE: Lot 1, Block 3, Carrington Place Addition Section 8--a/k/a 4751 Kensal Rise Place--Consent to Encroach No. 1314-2

Hello Ken and Drew,
I have no objections with the attached encroachment request.
Thanks,
Terri Hayes
AT&T Manager OSP Planning and Design Engineer
Norman, Oklahoma
(405) 291-1073

From: Drew Norlin [<mailto:Drew.Norlin@normanok.gov>]
Sent: Tuesday, July 16, 2013 5:15 PM
To: TRUESDELL, CHARLES A; David Riesland; Greg Hall; 'Jay Sullivan'; Jim Speck; 'JODIE FINNEY'; 'Randy F. Harrell'; HAYES, TERRI L; 'Thad Peterson'; 'Tim Bailey'
Cc: Ken Danner
Subject: Lot 1, Block 3, Carrington Place Addition Section 8--a/k/a 4751 Kensal Rise Place--Consent to Encroach No. 1314-2

To All

Please contact Ken Danner regarding this consent to encroach request of a 25' Front Building Line and Utility Easement with a home per the attached drawing with your approval or disapproval as soon as possible. A copy of the Board of Adjustment item #BOA-1314-01 dated July 5, 2013 is included for your use. Ken's email address is ken.danner@NormanOK.gov or call him at 366-5458. Please carbon copy me also.

Thanks
Drew Norlin, Assistant Development Coordinator
City of Norman Engineering /Public Works
(405) 366-5459 phone
(405) 366-5418 fax
Drew.norlin@ci.norman.ok.us

Drew Norlin

From: Greg Hall
Sent: Wednesday, July 17, 2013 9:59 AM
To: Ken Danner
Cc: Drew Norlin
Subject: FW: Lot 1, Block 3, Carrington Place Addition Section 8--a/k/a 4751 Kensal Rise Place--Consent to Encroach No. 1314-2
Attachments: 3468_001.pdf

I have no objections on this request.

Thanks
Greg Hall
City of Norman
Public Works
Street/Storm Water Superintendent
Office 405-329-2524
Fax 405-292-9722

From: Drew Norlin
Sent: Tuesday, July 16, 2013 5:15 PM
To: 'Chad Trusdell'; David Riesland; Greg Hall; 'Jay Sullivan'; Jim Speck; 'JODIE FINNEY'; 'Randy F. Harrell'; 'Terri Hayes'; 'Thad Peterson'; 'Tim Bailey'
Cc: Ken Danner
Subject: Lot 1, Block 3, Carrington Place Addition Section 8--a/k/a 4751 Kensal Rise Place--Consent to Encroach No. 1314-2

To All

Please contact Ken Danner regarding this consent to encroach request of a 25' Front Building Line and Utility Easement with a home per the attached drawing with your approval or disapproval as soon as possible. A copy of the Board of Adjustment item #BOA-1314-01 dated July 5, 2013 is included for your use. Ken's email address is ken.danner@NormanOK.gov or call him at 366-5458. Please carbon copy me also.

Thanks
Drew Norlin, Assistant Development Coordinator
City of Norman Engineering /Public Works
(405) 366-5459 phone
(405) 366-5418 fax
Drew.norlin@ci.norman.ok.us

Drew Norlin

From: Thad Peterson <TPeterson@okcoop.org>
Sent: Thursday, July 25, 2013 3:47 PM
To: Drew Norlin; Ken Danner
Subject: RE: Lot 1, Block 3, Carrington Place Addition Section 8--a/k/a 4751 Kensal Rise Place--Consent to Encroach No. 1314-2

Ken,

OEC gives consent to encroach at this location.

Thanks,
Thad



Thad Peterson

Manager of Engineering Services
Oklahoma Electric Cooperative
2520 Hemphill Dr.
PO Box 1208
Norman, OK 73070
Email: tpeterson@okcoop.org
Phone: 405-217-6625
Fax: 405-217-6933

From: Drew Norlin [<mailto:Drew.Norlin@NormanOK.gov>]
Sent: Tuesday, July 16, 2013 5:15 PM
To: 'Chad Trusdell'; David Riesland; Greg Hall; 'Jay Sullivan'; Jim Speck; 'JODIE FINNEY'; 'Randy F. Harrell'; 'Terri Hayes'; Thad Peterson; 'Tim Bailey'
Cc: Ken Danner
Subject: Lot 1, Block 3, Carrington Place Addition Section 8--a/k/a 4751 Kensal Rise Place--Consent to Encroach No. 1314-2

To All

Please contact Ken Danner regarding this consent to encroach request of a 25' Front Building Line and Utility Easement with a home per the attached drawing with your approval or disapproval as soon as possible. A copy of the Board of Adjustment item #BOA-1314-01 dated July 5, 2013 is included for your use. Ken's email address is ken.danner@NormanOK.gov or call him at 366-5458. Please carbon copy me also.

Thanks
Drew Norlin, Assistant Development Coordinator
City of Norman Engineering /Public Works
(405) 366-5459 phone
(405) 366-5418 fax
Drew.norlin@ci.norman.ok.us

PO Box 321
Oklahoma City, Oklahoma 73101-0321
405-553-3000
www.oge.com

OG&E

OG&E Electric Services
An OGE Energy Corp. Company

JULY, 18, 2013

KEN DANNER, DEVELOPMENT COORDINATOR
NORMAN PLANNING COMMISSION
P. O. BOX 370
NORMAN, OK. 73070

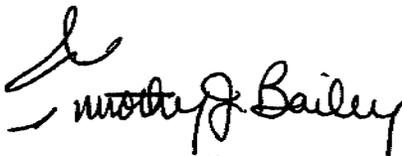
RE: **Applicant: C. A. McCarty Construction, LLC**
Consent to close encroach in (25') utility easement
Lot 1, Block 3, Carrington Place Addition Section 8
4715 Kensal Rise Place Consent to Encroachment No. 1314-2

Mr. Danner;

OG&E Electric Services has an underground line in the utility easement located along the front of the lot mentioned above. OG&E has no objection to the encroachment of the foundation of the proposed house, as long as there is at least five (5') feet of separation at the two encroachment points.

Please require the builder to have the OG&E line located, to verify we have at least five feet of separation. If you should have any other questions, please contact me at 553-5174.

Sincerely,



Timothy J. Bailey
Right-Of-Way Agent



OKLAHOMA NATURAL GAS

A DIVISION OF ONEOK

July 30th, 2013

Mr. Ken Danner, Subdivision Manager
201 West Gray Street
Norman, OK 73070

Dear Mr. Danner:

LETTER OF NO OBJECTION TO ENCROACHMENT NO. 1314-2

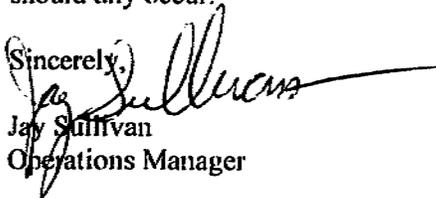
THIS REQUEST IS FOR PERMISSION TO ENCROACH ON A UTILITY EASEMENT
LOCATED ON THE WEST SIDE OF LOT 1, BLOCK 3, CARRINGTON PLACE ADDITION
A/K/A 4715 KENSAL RISE PLACE IN NORMAN.

Oklahoma Natural Gas Company does not object to the City of Norman issuing a permit for the purpose
described above.

We also request that the OKIE ONE CALL SYSTEM (840-5032 OR 1-800-522-6543) be
contacted a minimum of forty-eight (48) hours before any excavation.

Should our facilities be damaged as a result of your installation, your and/or your contractor will
be liable for any costs for repairs. These costs could include a cost calculation for gas loss
should any occur.

Sincerely,


Jay Sullivan
Operations Manager

Oklahoma Natural Gas – 625 N. Berry Road – Norman, OK 73069
Phone (405)366-2450 – Fax (405)366-2440



City of Norman, OK

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

Master

File Number: SC-1314-5

File ID: SC-1314-5	Type: Special Claim	Status: Consent Item
Version: 1	Reference: Item No. 21	In Control: City Council
Department: Legal Department	Cost: \$5,000.00	File Created: 08/01/2013
File Name: Scavuzzo Claim	Final Action:	

Title: SPECIAL CLAIM NO. SC-1314-5: A CLAIM IN THE REDUCED AMOUNT OF \$5,000 SUBMITTED BY PAT SCAVUZZO FOR MEDICAL EXPENSES INCURRED DUE TO A FALL IN THE NORMAN PUBLIC LIBRARY PARKING LOT.

Notes: ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1314-5; and, if approved, direct payment in the reduced amount of \$5,000 contingent upon obtaining a Release and Covenant Not to Sue from Pat Scavuzzo.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 21

Attachments: Text File Special Claim Scavuzzo

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:
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Text of Legislative File SC-1314-5

Body

BACKGROUND: A claim has been filed by Pat Scavuzzo for medical expenses and pain and suffering in the amount of \$11,578 due to an incident which occurred on March 12, 2012, when Ms. Scavuzzo fell on uneven pavement in the parking lot of the Norman Public Library causing injury to her left knee. The claim has been investigated. An offer to settle the claim for \$5,000 is being presented for City Council consideration at this time.

DISCUSSION: The incident was investigated by Greg Hall, Street Superintendent. According to his investigation, the Street Division personnel were notified by Dave Pearo with the library on March 16, 2012. He advised that Ms. Scavuzzo had fallen in the parking lot. Street Division personnel responded and located an area where the pavement had partially collapsed and set out cones to block off the area the same day until other barricades could be brought to the location to better secure the site. A crew was scheduled to make repairs and discovered that a storm sewer located below the parking area had failed which caused the concrete to drop creating the uneven pavement. No other calls reporting issues with the pavement in the parking area were received prior to the claim. Ms. Scavuzzo's injuries, treatment and recovery, along with the merits of the

case and legal analysis have been provided to Council under a separate privileged and confidential document.

RECOMMENDATION: Based upon the above, it is recommended by the City Attorney's Office that the settlement of Ms. Scavuzzo's claim in the amount of \$5,000, as above set forth, be approved by City Council.



City of Norman, OK

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

Master

File Number: LL-1314-2

File ID: LL-1314-2	Type: Limited License	Status: Consent Item
Version: 2	Reference: Item No. 22	In Control: City Council
Department: Planning and Community Development Department	Cost:	File Created: 07/22/2013

File Name: Limited License for Crossroads Youth and Family

Final Action:

Title: LIMITED LICENSE NO. LL-1314-2: A LIMITED LICENSE TO PLACE ONE (1) GROUND BANNER WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM CROSSROADS YOUTH AND FAMILY CENTER, INC.

Notes: ACTION NEEDED: Motion to approve or reject Limited License No. LL-1314-2 to place one (1) ground banner within the public rights-of-way pursuant to a request from Crossroads Youth and Family Center, Inc.; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 22

Attachments: Text File Limited License Crossroads, Crossroads Application, Limited License Crossroads, Now Enrolling Picture

Project Manager: Wayne Stenis, Planner II

Entered by: Ellen.Usry@mccinnovations.com

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File LL-1314-2

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: Crossroads Youth and Family Services, Inc., a 501 (c) (3) organization, has requested

placement of two (2) ground signs in the public right-of-way, measuring 36" x 60", at 1333 West Main Street, to advertise "Now Hiring" and "Now Enrolling". After consultation with the applicant, the "Now Hiring" sign has been withdrawn from this request and will be resubmitted for as a temporary on-premise sign. The "Now Enrolling" sign does qualify as a public festival or event banner and will be used from August 14, 2013 to February 14, 2014. A copy of the letter of request and picture of the sign is attached for reference. If located at least twelve (12) feet west of the driveway and between the sidewalk and parking lot, it should not pose a traffic hazard.

STAFF RECOMMENDATION: Staff recommends approval of the "Now Enrolling" sign for the stipulated time frame and placement. Staff has prepared the license and presents it to the Council for consideration. Additional conditions may be attached by Council.

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

Date July 19, 2013

Name of Applicant: Crossroads Youth and Family Services, Inc.

Address: 1333 West Main Street Telephone Number (405) 292-6440

Number of Banners/Signs (3) Three

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

Two signs will be located in the grass at the south end of the Crossroads Youth and Family Services parking lot. One sign will be located on the front of the building for identification and location of the the administrative offices.

Banner Size 3 X 5

Type of Banner Two signs are made of heavy duty vinyl. The location sign is made of metal

Wording of Banner Now Hiring and the second banner says Now Enrolling. The metal sign on the building says Crossroads Youth and Family Services, Inc. 1333 West Main Street.

Duration of Use August 14, 2013, to February 14, 2014

Because of their unique location within the public right-of-way, such banners shall not be placed so as to interfere with legitimate traffic and safety concerns.

Additionally, these are intended to be of benefit to the community at large and not private commercial advertising, although they may contain a sponsor's identification on a minor portion of the sign.

LIMITED LICENSE NO. 1314-2

**LIMITED LICENSE TO PLACE ONE (1) GROUND
BANNER WITHIN THE PUBLIC RIGHTS-OF-WAY
PURSUANT TO A REQUEST FROM CROSSROADS
YOUTH AND FAMILY SERVICES, INC.**

An Application has been filed by Crossroads Youth and Family Services, Inc., for a Limited License to place one (1) ground banner 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 six-month period from August 14, 2013, to February 14, 2014.

Any special conditions which may be 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 13th day of August, 2013.

CITY OF NORMAN

Mayor

ATTEST:

City Clerk



NOW ENROLLING

Ages 0 to 5 • Full and Part Day Programs

**Early Childhood Curriculum • Free Hearing and Vision Screenings
Free Nutritious Meals**

Apply within or via website: www.crossroadsyfs.com

(405) 292-6440



City of Norman, OK

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

Master

File Number: LL-1314-3

File ID: LL-1314-3	Type: Limited License	Status: Consent Item
Version: 1	Reference: Item No. 23	In Control: City Council
Department: Planning and Community Development Department	Cost:	File Created: 07/30/2013
File Name: Limited License YMCA	Final Action:	

Title: LIMITED LICENSE NO. LL-1314-3: A LIMITED LICENSE TO PLACE THREE (3) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE CLEVELAND COUNTY YMCA FOR THE 12TH ANNUAL TIE-DYE TRI ON SEPTEMBER 15, 2013.

Notes: ACTION NEEDED: Motion to approve or reject Limited License No. LL-1314-3 to place three (3) ground banners within the public rights-of-way pursuant to a request from the Cleveland County YMCA; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 23

Attachments: Text File Limited License YMCA, Application YMCA, YMCA Tie-Dye Tri

Project Manager: Wayne Stenis, Planner II

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 LL-1314-3

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: Cleveland County Family YMCA has requested permission to install three banners announcing

the 12th Annual Tie Dye Tri event. The banners will be in place from August 1st to September 16th. The signs are 4' by 10', and will be installed at the southeast corner of Robinson Street and Berry Road, on the south side of Lindsey at Ed Noble Parkway, and on the southeast corner of Lindsey and 12th Avenue S.E. A copy of the application is attached for reference. It is advisable that the applicant also discuss these locations with the adjacent property owners since they maintain the rights-of-way.

RECOMMENDATION: Staff has advised the applicant of the location to ensure that the signs are installed so as not to interfere with the sight triangle. In previous years, the applicant used two locations and the location on Lindsey and 12th SE has been added. The locations are acceptable. The license has been prepared in accordance with their request, and is presented to Council for consideration. Other than the requirement that this sign be removed once the time frame has expired, staff is not recommending additional conditions. Council may attach additional conditions if desired. Staff is not opposed to granting this Limited License, as the request is for only three signs for a limited time period.

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

Date: 7/25/13

Name of Applicant: Cleveland County Family YMCA

Address: 1350 Lexington Avenue, Norman, OK 73069

Phone: 364-9622 ext. 115

Number of banners: 3

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

1. Main & 24th – NW Corner
2. Lindsey & Ed Noble Parkway – South side of Lindsey facing Ed Noble Parkway
3. NE 12th & Alameda – NW Corner

Banner/Sign size: 4x10

Wording of Banner/Sign:

12th Annual Tie-Dye Tri
Cleveland County Family YMCA
September 15, 2013 - 7:30am
www.ymcanorman.org
(Sponsor Logos)

Duration of Use: August ~~14~~ September 16, 2013 – (Or as soon as possible)

LIMITED LICENSE NO. 1314-3

**LIMITED LICENSE TO PLACE THREE (3) GROUND
BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY
PURSUANT TO A REQUEST FROM THE CLEVELAND
COUNTY FAMILY YMCA FOR THE 12TH ANNUAL TIE-
DYE TRI TO BE HELD SUNDAY, SEPTEMBER 15, 2013.**

An Application has been filed by the Cleveland County Family YMCA for a Limited License to place three (3) 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 to a 34-day period from August 14 through September 16, 2013.

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 13th day of August, 2013.

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: K-0304-147 Amd 2

File ID: K-0304-147 Amd 2	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 24	In Control: City Council
Department: Utilities Department	Cost: \$104,975.00	File Created: 07/29/2013
File Name: CP&Y Amend 2	Final Action:	

Title: AMENDMENT NO. TWO TO CONTRACT NO. K-0304-147: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CP&Y, INC., (FORMERLY CHAING, PATEL & YERBY), IN AN AMOUNT NOT-TO-EXCEED \$104,975 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE SOUTHEAST BISHOP INTERCEPTOR PROJECT.

Notes: ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Amendment No. Two to Contract No. K-0304-147 with CP&Y in an amount not-to-exceed \$104,975; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 24

Attachments: Text File CP&Y, CP&Y - Amdmt No 2 rev 01, SEBishopInterceptor Map, PR CPY

Project Manager: Charlie Thomas, Capital Projects Engineer

Entered by: charlie.thomas@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File K-0304-147 Amd 2

Body

BACKGROUND: The Norman Utilities Authority (NUA) adopted the Wastewater Master Plan (WWMP) on November 13, 2001. The WWMP proposed the enlargement of interceptors to meet obligated and future capacity demands. Obligated interceptor needs (as the sewer system existed in 2001), service to existing customers, and contractual obligations throughout Norman are funded by the Sewer Sales Tax (SST). Enlargement of interceptors (or new interceptors) to serve areas proposed for development under the Norman 2025 Land Use And Transportation Plan (in addition to system needs as of 2001) are funded by the Sewer Excise Tax on New Development (SET).

Request for Proposal No. RFP-0102-55 was forwarded to engineering consultants on June 11, 2002 and 22 proposals were received on July 9, 2002. On July 18, 2002, the review committee met and CP&Y was selected to design the SE Bishop Interceptor Project. The project was gradually split into four (4) construction projects to quickly serve developing areas and to stay ahead of developments. As described below, two of these construction projects are complete and one is nearing completion at this time (see map attached).

SE Bishop Interceptor Phase 1: Phase 1 (WW0268) served an expansion to the United States Postal Service (USPS) Training Center, the Summit Valley residential development to the east, and eliminated the former Postal Lift Station. On June 10, 2003, the NUA approved Contract No. K-0203-154 with CP&Y for Phase 1 design. The work included approximately 3,100 linear feet (LF) of 12-inch and 18-inch sewer. On September 23, 2003, the NUA approved Contract No. K-0304-41 with Matthews Trenching Company, Inc., for construction, which they completed February 16, 2004 at a cost of \$371,930.

SE Bishop Interceptor Phase 2, Section 1: On March 23, 2004, the NUA approved Contract No. K-0304-147 in the amount of \$104,166 with CP&Y for design of the remaining portions of the SE Bishop Interceptor, Phase 2 (WW0267). This contract contemplated all improvements in one construction contract. However, to stay ahead of the developments on the west side of Classen and south of Highway 9, on August 8, 2006, the NUA approved Contract No. K-0607-36 with Jordan Contractors, Inc. for construction of Phase 2, Section 1. The work consisted of approximately 2,300 LF of 18-inch and 24-inch sewer including boring under State Highway 9 and Classen Boulevard. Construction was completed on January 26, 2007 at a cost of \$1,036,205.

SE Bishop Interceptor Phase 2, Section 2A and 2B: On October 24, 2006, the NUA approved Amendment No. 1 to Contract No. K-0304-147 with CP&Y in the amount of \$18,535 for supplementary design of the aerial crossing over Bishop Creek. Section 2A includes approximately 2,400 LF of 24-inch sewer serving Eagle Cliff and Cobblestone Creek subdivisions and includes replacement of the existing aerial crossing of Bishop Creek west of 12th Avenue SE on Cedar Lane. Section 2B completes the work started in Phase 2, Section 1, and includes approximately 1,150 LF of 24-inch sewer north of Highway 9 and west of Classen Boulevard. Easement acquisition delayed bidding and construction of the work. On December 18, 2012, the NUA approved Contract No. K-1213-66 with Krapff-Reynolds Construction Company in the amount of \$1,054,480 for construction, which is nearing completion at this time.

SE Bishop Interceptor Phase 2, Section 2C: The final phase of the project is Section 2C which consists of approximately 5,000 LF of 24-inch sewer located south of Highway 9 between the former Saxon Publishing facility and Classen Boulevard. This portion of the project has been delayed due to the need to acquire easements from the former Perfect Swing recreational facility. Acquisition of this easement is forthcoming shortly as a separate agenda item. Future construction cost of this segment is estimated at approximately \$1 million.

DISCUSSION: As detailed in attached Amendment 2, CP&Y will be compensated for easement negotiation assistance, bidding and construction services for Sections 2A and 2B (\$43,100), and to perform survey, re-design, bid and construction administration services for Section 2C (\$61,875). Staff believes the negotiated contract increase of \$104,975 is fair and reasonable and recommends approval. The revised contract amount for design of approximately \$4 million in interceptor improvements will be \$227,676, or less than six percent (6%) overall.

Funding for replacement of existing sewer interceptors is pro-rated based on the cross-sectional area for the obligated pipe diameter versus the pipe area for the full build-out (FBO) pipe diameter. The proposed amendment includes three line segments with differing funding shares as follows:

The funding for Section 2A is 39% Sewer Sales Tax (SST) and 61% Sewer Excise Tax (SET) based on an obligated diameter of 15 inches and a FBO diameter of 24 inches.

The funding for Section 2B is 56% SST and 44% SET based on an obligated diameter of 18 inches and a FBO diameter of 24 inches.

The funding for Section 2C is 25% SST and 75% SET based on an obligated diameter of 12 inches and a FBO diameter of 24 inches.

Based on pipe footage in each section, the proportionate funding share for Sections 2A and 2B combined is 45.5% SST and 55.5% SET. Thus, of the funding for the amendment increase of \$43,100 for 2A and 2B, \$19,180 is funded from SST and \$23,920 is funded from SET. Of the funding for the amendment increase of \$61,875 for Section 2C, \$15,469 is funded from SST and \$46,406 is funded from SET. Therefore, the overall cost share of the amendment is \$34,649 SST and \$70,326 SET.

The Fiscal Year Ending 2014 (FYE14) budget for SE Bishop Creek Interceptor, Phase 2 (project WW0267) includes an unencumbered balance of \$34,649 for SST Design (account 323-9048-432.62-01) and \$70,326 for SET Design (account 322-9048-432.62-01), which is sufficient to fund the amendment.

STAFF RECOMMENDATION: Recommend the NUA approve Amendment No. 2 to Contract No. K-0304-147 with CP&Y, Inc., in the amount of \$104,975, and authorize the execution thereof.

AMENDMENT NO. 2

AGREEMENT
FOR ENGINEERING SERVICES

This is an amendment, AMENDMENT NO. 2, attached to and made a part of the AGREEMENT, dated March 23, 2004, between the NORMAN UTILITIES AUTHORITY (Owner) and Chiang, Patel & Yerby, Inc. (Engineer) for professional engineering services as necessary the Southeast Bishop Interceptor Project (The Services).

WHEREAS, the Owner has determined the need to complete Phase 2, Sections 2A, 2B & 2C of the Southeast Bishop Interceptor.

WHEREAS, the Owner has determined that the additional services are similar in scope, location, schedule, and required expertise as are required under the AGREEMENT.

WHEREAS, the Engineer is prepared to provide additional engineering services as necessary to update construction drawings, prepare bid documents and provide construction services to complete Phase 2, Sections 2A, 2B & 2C of the Southeast Bishop Interceptor.

NOW THEREFORE, in consideration of the promises contained in said Agreement and this Amendment No. 2, Owner and Engineer agree that the terms and conditions of Contact K-0304-147 remain in full force and effect, and as follows:

SCOPE OF SERVICES

Engineer shall perform Additional Services in accordance with Attachment A.

COMPENSATION

Owner shall pay Engineer for Additional Services in accordance with Attachment B.

SCHEDULE

Engineer shall complete the Additional Services in accordance with Attachment C.

IN WITNESS WHEREOF. Owner and Engineer have executed this Amendment.

DATED this _____ day of _____, 20_____.

NORMAN UTILITIES AUTHORITY

CP&Y, INC.

OWNER

ENGINEER

By: _____
Chairman – N.U.A.

By: William Elwell
Senior Vice President

Date: _____

Date: 07/19/13

ATTEST

ATTEST

Secretary

David Kay
Chief Financial Officer

Seal

Seal

APPROVED as to form and legality this 18th day of August, 20 13

[Signature]
City Attorney

ATTACHMENT A

Scope of Services

In addition to the scope of services to be performed under the AGREEMENT, the following additional services are to be performed under AMENDMENT NO. 2 – Phase 2, Sections 2A, 2B & 2C, of the Southeast Bishop Interceptor.

Bid and Construction Phase Services Phase 2 Sections 2A & 2B (Item #1)

- a. Project management to prepare bid documents, attend pre-bid meeting, respond to contractor questions, issue addendums if necessary, assist city with bidding, prepare bid tab & related documents for bid recommendations. Prepare contract documents for execution by city and contractor. Provide construction services, including coordination with surveyor for project datum controls, attend pre-construction meeting, review shop drawing submittals, respond to requests for information, review and prepare change orders, make periodic site visits for observations, attend monthly construction meetings, and review contractor's monthly pay estimate. Make final inspection with Owner and prepare construction record drawings from information provided by contractor. Submit construction record drawings in ACAD and PDF format on CD.

Design, Bid and Construction Phase Services Phase 2 Section 2C (Item #2)

- b. Project management to revise and update construction drawings, prepare and submit utilities permit to Oklahoma Department of Transportation, coordination with surveyor for revised utility easements, prepare bid documents, attend pre-bid meeting, respond to contractor questions, issue addendums if necessary, assist city with bidding, prepare bid tab & related documents for bid recommendations. Prepare contract documents for execution by city and contractor. Provide construction services, including, coordination with surveyor for project datum controls, attend pre-construction meeting, review shop drawing submittals, respond to requests for information, review and prepare change orders, make periodic site visits for observations (total of 6), attend monthly construction meetings (total of 6), and review contractor's monthly pay estimate. Make final inspection with Owner and prepare construction record drawings from information provided by contractor. Submit construction record drawings in ACAD and PDF format on CD.

ATTACHMENT B

Compensation

The engineer will receive total compensation for Amendment No. 2 services in an amount not to exceed \$104,975.00

The fee is broken down into the following tasks:

Bid and Construction Phase Services Phase 2 Sections 2A & 2B (Item #1)

a. Bid Phase	\$15,575.00
b. Construction Phase	<u>\$27,525.00</u>
Total	\$43,100.00

Design, Bid and Construction Phase Services Phase 2 Section 2C (Item #2)

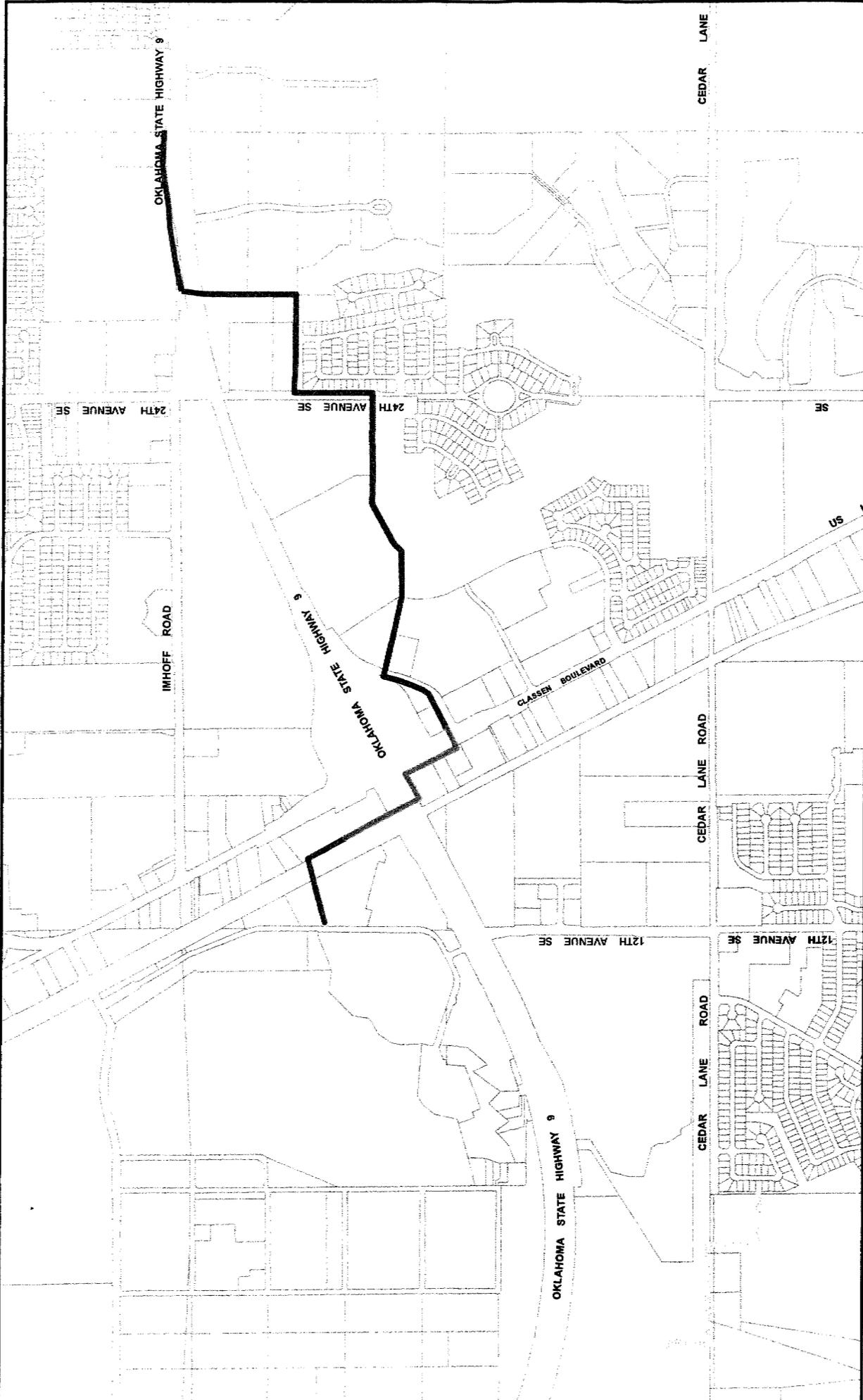
a. Design Phase	\$ 13,450.00
b. Bid Phase	\$ 16,775.00
c. Construction Phase	<u>\$ 31,650.00</u>
Total	\$ 61,875.00

The Engineer may submit interim statements, not to exceed one (1) per month, for partial payment for Services rendered. The statements to Owner will be for all work actually completed. The Owner shall make interim payments within 25 days of receipt of invoice in response to Engineer's interim statements.

ATTACHMENT C

Time Schedule for Scope of Services Performance

The Engineer shall within 15 calendar days following the "Notice to Proceed", submit the revised construction and documents to the Owner. Within 20 calendar days of receipt of comments the Engineer shall make all requested changes to the plans and submit Final Plans and Specifications to the Owner for approval. Upon Owner approval of the Final Plans and Specifications, and upon receipt of required permits, the Engineer shall prepare Bid Documents and Advertise Project for Construction by a projected date to be determined by Owner

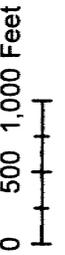
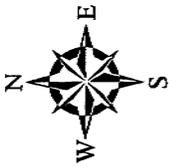


Southeast Bishop Interceptor Project

June 7, 2013

Map produced by the City of Norman
GIS Services Division

The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



-  Phase 1
-  Phase 2, Section 1
-  Phase 2, Section 2A
-  Phase 2, Section 2B
-  Phase 2, Section 2C

PURCHASE REQUISITION NBR: 0000221251

REQUISITION BY: WEBB G

STATUS: INSUFFICIENT FUNDS

DATE: 8/01/13

SHIP TO LOCATION: P W - UTILITIES DIRECTOR

REASON: AMENDMENT NO. 2 - SE BISHOP INTERCEPTOR PROJECT

DELIVER BY DATE: 8/30/13

SUGGESTED VENDOR: 2652 CHIANG, FATEL AND YERBY INC

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	SE BISHOP CREEK INTERCEPTOR, PHASE 2 SST DESIGN COMMODITY: ARCHITECTURAL AND ENGINEE SUBCOMMOD: ENGINEERING SERVICES, NON	34649.00	DOL	1.0000	34649.00	
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2	SE BISHOP CREEK INTERCEPTOR, PHASE 2 SET DESIGN COMMODITY: ARCHITECTURAL AND ENGINEE SUBCOMMOD: ENGINEERING SERVICES, NON	70326.00	DOL	1.0000	70326.00	
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REQUISITION TOTAL: 104975.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	32390484326201 Capital Projects Design	WW0267	100.00	34649.00
2	32290484326201 Capital Projects Design	WW0267	100.00	70326.00
				104975.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

AMENDMENT NO. TWO TO CONTRACT K-0304-147
CONTINGENT ON NUA APPROVAL 8-13-13.



City of Norman, OK

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

Master

File Number: K-1213-51 Amd 1

File ID: K-1213-51 Amd 1	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 25	In Control: City Council
Department: Planning and Community Development Department	Cost:	File Created: 08/02/2013
File Name: Amdmt to ESG grant to Food and Shelter		Final Action:

Title: AMENDMENT NO. ONE TO CONTRACT NO. K-1213-51: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF COMMERCE INCREASING THE EMERGENCY SOLUTIONS GRANT AMOUNT BY \$8,481.26 TO BE USED FOR HOUSING RELOCATION AND STABILIZATION SERVICES FOR THE HOMELESS AND FAMILIES SEEKING ASSISTANCE.

Notes: ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-1213-51 with the Oklahoma Department of Commerce increasing the the Emergency Solutions Grant amount by \$8,481.26; and, if approved, authorize the execution thereof and increase Emergency Shelter Grant Program (021-0000-331.13-19) by \$8,481.26 by \$8,481.26.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 25

Attachments: Text File Amd to ODOC Grant, Amendment No. 1 to K-1213-51 with ODC for ESG with FS ODOC form, K-1213-51

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File K-1213-51 Amd 1

Body

BACKGROUND: On May 22, 2012, City Council authorized the submission of an Emergency Solutions Grant (ESG) on behalf of Food and Shelter, Inc. to the Oklahoma Department of Commerce (ODOC) for the second round of 2011 funding. ODOC designated \$522,830 of available funding statewide for the 2011 allocation. Eligible activities for this allocation were restricted to housing relocation and stabilization services only with no funds for general operations included. The total amount available was to be evenly divided between the six non-entitlement Continuums of Care (CoC) within the state. The Cleveland County Continuum of Care was

initially to be awarded a total of \$76,730 to eligible agencies located within the Cleveland County Continuum of Care through an application process.

Applications were scored by ODOC with the highest scoring application from each Continuum receiving the funding. One application was sponsored by the City of Norman on behalf of Food and Shelter for the full amount available, because Food and Shelter is the only agency with capacity to administer the program that was based on the Homeless Prevention and Rapid Rehousing Program (HPRP) regulations. The Cleveland County Continuum of Care designated Food and Shelter as the recipient of both the HPRP funds and the 2011 ESG funds, which allowed for the continuation of some of the services that were provided by HPRP. The award letter was received July 9, 2012 from ODOC informing the City that the application had been rated and approved for funding in the amount of \$84,031. This amount was \$7,301 more than originally expected.

DISCUSSION: Contract K-1213-51 with the Oklahoma Department of Commerce for the 2011 second allocation of funding for the Emergency Solutions Grant Program was approved by the City Council in the amount of \$84,031. A subsequent contract with Food and Shelter, Inc. for that same amount was also approved by the City Council as K-1213-52. Food and Shelter, Inc. is the central intake agency for homeless individuals and families seeking assistance, and for individuals and families facing the potential for homelessness in Cleveland County. This grant has been used for two primary purposes: (1) to provide homeless prevention component - housing relocation and stabilization services and short-and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place that would render them homeless; and (2) to provide rapid rehousing assistance component - housing relocation and stabilization services and short-and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

Because some contracts were not fulfilled by other agencies in other communities, ODOC recaptured \$8,481.26 and offered it to the City of Norman to be added to the grant for Food and Shelter, Inc. The attached contract amendment in the amount of \$8,481.26 increases the total grant amount to \$92,512.26 and extends the time frame of the contract through September 30, 2013. All of the additional funds will be used for homeless prevention. An amendment to the contract with Food and Shelter, Inc. in the same amount is in the following City Council item.

RECOMMENDATION: Staff recommends approval of Amendment No. One to Contract No.K-1213-51 with the Oklahoma Department of Commerce for the reallocated funding for the Emergency Solutions Grant program in the amount of \$8,481.26 with a new contract amount of \$92,512.26 and if approved increase Emergency Shelter Grant (021-0000-331.13-19) by \$8,481.26.

Contract Part I: 15189 ESG2 11

FEI #: 73-6005350

CONTRACT - MODIFICATION
PART I
SUMMARY AND SIGNATURES

Contracting Agency: Oklahoma Department of Commerce
State of Oklahoma (ODOC)

Contractor: Norman, City of

Contract Title:

Contract Number: 15189 ESG2 11

Federal Amount: \$92,512.26

Match Amount: \$92,512.26

Contract Amount: \$185,024.52

Source: U.S. Department of Housing and Urban Development (HUD) Catalog of Federal Domestic Assistance (CFDA) Number 14.228

Funding Period: July 1, 2012 through September 30, 2013

Submit Requisitions to:
Community Development
Oklahoma Department of Commerce
900 North Stiles
Oklahoma City, OK 73104-3234

Issue Payment To:
Norman, City of
PO Box 370

AGREEMENT COMPONENTS: Part I - Summary and Signatures

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT

The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.

I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by:
Norman, City of

Executed by:
OKLAHOMA DEPARTMENT OF COMMERCE

Signature of Authorized Official

Signature of Authorized ODOC Official

Date

Date



ESG2/11 (GOV)

I - 1 of 1

FEI #73-6005350

PART I
SUMMARY

Contracting Agency: Department of Commerce
State of Oklahoma

Contractor: City of Norman

Contract Title: Emergency Solutions Grant (ESG)

Contract Number: 15189 ESG2 11

	<u>Allocation</u>	<u>Local Match</u>	<u>Total</u>
Amount:	\$84,031.00	\$84,031.00	\$168,062.00
Source Agency:	U.S. Department of Housing and Urban Development (HUD). Catalog of Federal Domestic Assistance (CFDA) Number 14.231.		
Funding Period:	July 1, 2012 through June 30, 2013 Funds from Fiscal Year 2011		

Submit Requisitions to:	Issue Payment to:
Community Development Oklahoma Department of Commerce 900 North Stiles Oklahoma City, OK 73104-3234	City of Norman P.O. Box 370 Norman, OK 73070-0370

Agreement Components: Part I - Summary and Signatures
Part II - Terms and Conditions

Project Description: Provide funds for Food and Shelter, Inc. to benefit homeless individuals and families.

SIGNATURES--EXECUTION OF CONTRACT AGREEMENT

The rights and obligations of the parties to this contract are subject to and governed by Part II - Terms and Conditions.

EXECUTED BY:

City of Norman

Cindy Rosenthal
Signature

Cindy Rosenthal, Mayor
Typed Name & Title

August 14, 2012
Date

EXECUTED BY:

Oklahoma Department of Commerce

Vaughn Clark, Director
Community Development

Date

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY *[Signature]* DATE 8/14/12



ESG2 11 (GOV)

II - 1 of 13

PART II - GENERAL TERMS AND CONDITIONS**1. AVAILABILITY OF FUNDS**

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the United States Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant Program. Notwithstanding any other provisions, payments to Contractor by ODOC are subject to the availability of such funds to ODOC as determined by Federal and/or State action and/or law. ODOC may take any action necessary in accordance with such determination.

2. MODIFICATION (AMENDMENT)

- a. This contract is subject to such modification as may be required by Federal or State law or regulations. Any such modification may be done unilaterally by ODOC.
- b. Any modifications to the contract and budget attached hereto and made a part hereof, other than the modifications set forth in paragraph 2(a) above, must be approved in writing, in advance, by ODOC.
- c. This contract is for a one (1) year project but, under certain circumstances and with ODOC approval, may possibly be extended.
- d. A waiver by ODOC of any provision of this contract must be in writing and signed by the Director of ODOC or his designee.

3. ODOC

ODOC will provide funding for the project up to the total contract amount.

4. CONTRACTOR

- a. The Contractor agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application and all amendments thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application and the provisions of this contract shall be controlled by Part II of this contract.
- b. In no event will any subcontractor incur obligation on the part of ODOC.
- c. The Contractor is responsible for ensuring that the respective recipients of the funds provided in this contract carry out their programs in compliance with the requirements of 24 CFR, Part 576, of the Federal Register.
- d. The Contractor will avoid involuntarily displacing lower-income persons. If such displacement is unavoidable, the Contractor shall take action to mitigate any adverse effects on these persons.

ESG2 11 (GOV)

II - 2 of 13

5. EMPLOYEE BENEFITS

Contractor has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, and any other deductions required by law for its employees.

6. CERTIFICATIONS BY CONTRACTOR

a. Contractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies.

b. Contractor specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

(1) Non-Discrimination and Equal Opportunity

(a) Title VI of the Civil Rights Act of 1964 (42 USC §§2000d, *et seq.*), which prohibits discrimination on the basis of race, color or national origin under any program receiving federal funds. HUD regulations are at 24 CFR Part 1.

(b) The requirements of the Fair Housing Act (42 USC §§3601-19) and implementing regulations at 24 CFR Part 100.

(c) Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.

(d) 42 USC §5309, which prohibits discrimination on the basis of race, color, familial status, national origin or sex in connection with funds made available pursuant to the Act. This section also prohibits discrimination on the basis of age and disability as provided in:

[1] Age Discrimination Act of 1975 (42 USC §§6101-07) and implementing regulations at 24 CFR Part 146.

[2] Section 504 of Rehabilitation Act of 1973 (29 USC §794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

(e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the



ESG2 11 (GOV)

II - 3 of 13

project area. Regulations are at 24 CFR Part 135.

- (f) Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
 - (g) Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this contract.
 - (h) 42 USC 11375(c)(7), which requires that, to the maximum extent practicable, Contractor shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.
- c. The Contractor shall require the shelter to certify and make known that use of the facilities and services are available to all on a nondiscriminatory basis. Where the procedures a shelter intends to utilize to make known the availability of such facilities and services are unlikely to reach persons with disabilities or persons of any particular race, color, religion, sex, age, familial status, national origin or disability within their service area who may qualify for them, the shelter must establish additional procedures that will ensure these persons are made aware of the facilities and services. Shelters must also adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a disability. (24 CFR Part 576.79(a) (6).
- d. Drug-Free Workplace
- (1) The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to the Emergency Solutions Program. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (2) Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and



ESG2 11 (GOV)

II - 4 of 13

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

e. Affirmatively Furthering Fair Housing

(1) Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

f. Discharge Policy

(1) The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

g. The Contractor certifies that it is in compliance with 25 O.S.§1313(B).

h. The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

7. OTHER FEDERAL REQUIREMENTS (REHABILITATION ONLY)

a. No costs shall be incurred until after the Contractor has received written notice from ODOC that the Contractor has satisfied the specific requirements listed below for release of funds. The Contractor shall submit to ODOC a "Request for Release of Funds" and required supporting documentation as follows:

(1) Environmental Review: The Contractor shall complete an Environmental Review for each rehabilitation project (See Requirement 702).

(a) Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activity of Administration located in 24 CFR 58.34(a)(3) is an exempt activity. Upon execution of this contract the activity of administration requires no further environmental review.

(b) Finding of Categorical Exclusion Exempt From 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activities of Operations, Services and Prevention located in 24 CFR 58.35(b) are Categorically Excluded activities not subject to 58.5. Upon execution of this contract these activities require no further



ESG2 11 (GOV)

II - 5 of 13

environmental review.

- (c) Rehabilitation and Non-Rehabilitation Projects: If funds provided by this contract are being passed through the Contractor to another entity, an agreement between the Contractor and the other entity setting forth the terms and conditions for use of said funds must be submitted to ODOC prior to disbursement of any funds and must also be kept on file by the Contractor. Said contract must be executed and in place within 30 days of the start date of this contract.

b. Labor Standards

- (1) Contract Work Hours and Safety Standards Act (40 USC §§327, et seq.), which requires over-time compensation. Regulations are at 29 CFR Section 5.
- (2) The provision of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

c. Environment

- (1) The Contractor's chief executive officer hereby assumes the status of a responsible federal official under the National Environmental Policy Act of 1969 and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official.

d. Acquisition and Relocation

- (1) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §§4601-4655. Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24, Subpart B.
- (2) Costs arising under the URA are eligible for federal financial assistance in the same manner and to the same extent as other program or project costs (see 42 U.S.C. 4631(a)).

e. Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§4801, et seq.), which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations are at 24 CFR Part 35, subparts A, B, M and R shall apply to housing occupied by families receiving assistance through ESG.

f. Termination of Assistance

Section 415 of the Stewart B. McKinney Homeless Assistance Act (42 USC §11275) as amended by Section 1402(d) of the Housing and Community Development Act of 1992, which requires the Contractor to establish and comply with a formal process for the termination of assistance to any individual or family.

ESG2 11 (GOV)

II - 6 of 13

8. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by Contractor. Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees, for all the hereinbefore described expenses, claims, actions, or amounts recovered.

9. POLITICAL ACTIVITY

- a. All employees of the Contractor shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§1501, et seq., 18 USC §595).
- b. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- c. No portion of the contract funds may be used for lobbying activities.
- d. Lobbying and Disclosure Requirements

To the best of the Contractor's knowledge and belief:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (3) It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and



ESG2 11 (GOV)

II - 7 of 13

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

10. NO-CONFLICT COVENANTS

- a. Contractor covenants that no officers or employees of any governing board of Contractor have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. Contractor further covenants that in the performance of this contract no person having any such interest will be employed.
- b. In addition to paragraph 10(a) above, Contractor shall assure that no agent, consultant or nonprofit recipient who receives funds from this contract and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or those with whom he or she has family or business ties during his or her tenure or for one year thereafter.

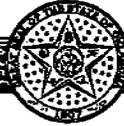
11. PUBLICATIONS AND OTHER MATERIALS

- a. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.
- b. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

12. CONTRACT ADMINISTRATION

- a. Contractor shall comply with Treasury Circular 1075 concerning cash management of federal funds, and with ODOC requirements pursuant thereto, which are set forth in the ODOC Contractors Implementation Manual.
- b. Contractor shall comply with 24 CFR Part 85 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 24 CFR Parts 50 and 576 and OMB Circular A-87, Cost Principles for State and Local Governments, except as directed otherwise in writing by ODOC, as they relate to the application, acceptance and use of federal funds, and with ODOC requirements pursuant thereto, which are set forth in the ODOC Contractors Implementation Manual.



ESG2 11 (GOV)

II - 8 of 13

- c. All contractual agreements between the Contractor and any primarily religious organizations receiving funds provided by this contract must include the following assurances in addition to, and not in substitution for, other provisions of this contract regarding the provisions of essential services and/or the payment of operational costs for emergency shelters pursuant to the Emergency Solutions Grants Program. The Provider:
- (1) Represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and
 - (2) Agrees that, in connection with such essential services and operational costs:
 - (a) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - (b) It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
 - (c) It will provide no religious instructions or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this contract.

13. RELEASE OF FUNDS

- a. In the case of a rehabilitation project, funds provided by this contract shall not be obligated or expended until ODOC has issued a "Authority To Use Grant Funds". This notice shall not be issued until the Contractor has submitted a "Request for Release of Funds" and all required Environmental Review documentation and/or Sponsor Shelter Agreement has been submitted.
- b. In the case of a non-rehabilitation project, funds provided by this contract will not be disbursed until ODOC has received the RFROF and the sponsor shelter agreement where applicable.
- c. The Sponsor Shelter Agreement is to be submitted to ODOC if funds provided by this contract are being passed through the Contractor to another entity. This agreement setting forth the terms and conditions for use of funds must be submitted to ODOC within 30 days of contract start date. If rehabilitation (major or otherwise) is involved, the agreement must include a signed statement that will comply the building use and accessibility requirements as outlined in Requirement 703 of the ESG Implementation Manual.

14. COMPENSATION TO CONTRACTOR



ESG2 11 (GOV)

II - 9 of 13

- a. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred either prior to or after the time period specified.
- b. Contractor shall match funds provided under this contract, dollar for dollar, as set forth in its application. Contractor shall expend match funds proportionate to the expenditure of ESG funds monthly. Monthly submission of expenditure reports should reflect the expenditure of both match and ESG funds.
- c. ODOC shall disburse funds to the Contractor upon receipt and approval by ODOC of timely, properly executed Requests for Funds. The Contractor may submit a Request for Funds as often as necessary to meet its financial obligations. All funds received shall be expended within three (3) days of receipt. The Contractor shall submit an actual Monthly Expenditure Report by the twentieth (20th) of the following month, regardless of whether or not funds have been expended that month.
- d. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than 60 days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the 60 days may be disallowed by ODOC.
- e. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to Contractor to effect proper cash management.
- f. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Contractor may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.
- g. All funds provided for activities must be obligated within 120 days of the contract start date and expended within 12 months of the contract start date.
- h. (Homeless Prevention) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in § 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing.



ESG2 11 (GOV)

II - 10 of 13

Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

- i. (Rapid Rehousing Assistance Component) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in § 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under §576.400.
- j. (HMIS Component) The subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area, including the costs of:
 - (1) Purchasing or leasing computer hardware;
 - (2) Purchasing software or software licenses;
 - (3) Purchasing or leasing equipment, including telephones, fax machines, and furniture;
 - (4) Obtaining technical support;
 - (5) Leasing office space;
 - (6) Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;
 - (7) Paying salaries for operating HMIS
- k. Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;
- l. Paying staff travel costs to conduct intake; and
- m. Paying participation fees charged by the HMIS Lead, if the subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area's HMIS.
- n. The Contractor may use up to 3.75 percent (3.75%) of the contract for administration of the approved activities.
- o. All or part of the funds provided by this contract may be distributed to nonprofit recipients, as identified in the approved application, for eligible activities.

ESG2 11 (GOV)

II - 11 of 13

- p. Only activities listed in this contract or in the companion Contractors Implementation Manual as eligible activities that can be charged to this grant.

15. PROCUREMENT

- a. Procurement, management and disposition of property acquired with contract funds shall be governed by Federal and State law, except as otherwise directed by ODOC in the Contractors Implementation Manual. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O.S. 101, et seq.
- b. Materials acquired for construction purposes shall be deemed real property once they have become a part of the construction.

16. RECORDS, REPORTS, DOCUMENTATION

- a. Contractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Specific types and forms of record are required by the ODOC Contractors Implementation Manual. The Manual is hereby annexed and incorporated and made a part of this contract. The Manual may be amended during the current contract period by ODOC. All amendments shall be based on changes in Federal and State laws or regulations and shall be mailed to the Contractor at the address indicated in Part I of the contract.
- b. Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least four (4) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, the U. S. Department of Housing and Urban Development, the Comptroller General and ODOC, its agents and designees, for inspection and use in carrying out its responsibilities for administration of funds.
- c. Contractor shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with Emergency Solutions Grant funds and to ensure that the address and location of any family violence shelter project assisted with Emergency Shelter Grant funds will, except with written authorization of the person or persons responsible for the operation of such shelter, not be made public.
- d. During the contract period, the Contractor shall submit Monthly Progress Reports and one (1) Final Report to ODOC. The reports will be due as follows:
- (1) Monthly Progress Reports due the 20th of each month, reporting information from previous month.
 - (2) June 30, 2013: Final Report (due with closeout).
- e. The Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any



ESG2 11 (GOV)

II - 12 of 13

money or other thing of value, either directly or indirectly, in the procuring of this contract

17. CLOSING OUT OF PERIOD FUNDED

- a. Contractor shall promptly return to ODOC any funds received under this contract that are not expended as of the final date of the period funded. Funds shall be considered expended only if goods and services have been received as of the final date of the period funded.
- b. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Contractor as of the final date of the period funded.
- c. Contractor shall submit Closeout Documents in accordance with the forms and Requirement in the Contractors Implementation Manual no later than 60 days after the final date of the period funded or upon completion of the project.

18. AUDIT, DISALLOWED COSTS

- a. The Contractor shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made a part hereof.
- b. Contractor shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.
- c. In the event an audit results in the determination that the Contractor has expended contract funds on unallowable costs, the Contractor shall reimburse ODOC in full for all such costs.

19. PROGRAM INCOME

Contractor shall account to ODOC for all program income resulting from this agreement. Disposition of program income will be determined by ODOC.

20. INTERPRETATION, REMEDIES

- a. In the event the terms or provisions of this contract are breached by either party or in the event that a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules established pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.
- b. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by Contractor that exists or occurs later.

21. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This contract may be terminated or suspended by ODOC, in whole

ESG2 11 (GOV)

II - 13 of 13

or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:

- (1) Failure of Contractor to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC requirements and issuances, or undue dilatoriness in executing its commitments under this contract.
 - (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - (3) Submission by Contractor of incorrect or incomplete documentation pertaining to this contract.
 - (4) Undue dilatoriness by Contractor in executing its commitments under a prior contract with ODOC, including, but not limited to, submission of any audits due, resolution of audit findings and monitoring results.
- c. In the event of termination or suspension, Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action, and to reimbursement for reasonable and necessary expenses. Contractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
- d. Contractor shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this contract by Contractor. ODOC may withhold payments due under this agreement pending resolution of the damages.

22. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.



City of Norman, OK

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

Master

File Number: K-1213-52 Amd 1

File ID: K-1213-52 Amd 1	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 26	In Control: City Council
Department: Planning and Community Development Department	Cost: \$8,481.26	File Created: 08/02/2013
File Name: Amendment to Contract with Food and Shelter		Final Action:

Title: AMENDMENT NO. ONE TO CONTRACT NO. K-1213-52: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FOOD AND SHELTER, INC., INCREASING THE CONTRACT AMOUNT BY \$8,481.26 FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM TO BE USED FOR HOMELESS PREVENTION AND/OR HOUSING RELOCATION AND STABILIZATION AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-1213-52 with Food and Shelter, Inc., increasing the contract amount by \$8,481.26; and, if approved, authorize the execution thereof and appropriate \$8,481.26 from Emergency Shelter Grant Program (021-0000-331.13-19) to Miscellaneous Services/Food and Shelter (021-4001-463.47-77).

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 26

Attachments: Text File FSFF Amdmt, Amd K-1213-52 FSFF.doc, K-1213-52, PR FSFF

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@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-1213-52 Amd 1

Body

BACKGROUND: On May 22, 2012, City Council authorized the submission of an Emergency Solutions Grant (ESG) on behalf of Food and Shelter, Inc. to the Oklahoma Department of Commerce (ODOC) for the second round of 2011 funding. ODOC designated \$522,830 of available funding statewide for the 2011 allocation. Eligible activities for this allocation were restricted to housing relocation and stabilization services only with no funds for general operations included. The total amount available was to be evenly divided between the six non-entitlement Continuums of Care (CoC) within the state. The Cleveland County Continuum of Care was

initially to be awarded a total of \$76,730 to eligible agencies located within the Cleveland County Continuum of Care through an application process.

Applications were scored by ODOC with the highest scoring application from each Continuum receiving the funding. One application was sponsored by the City of Norman on behalf of Food and Shelter for the full amount available, because Food and Shelter is the only agency with capacity to administer the program that was based on the Homeless Prevention and Rapid Rehousing Program (HPRP) regulations. The Cleveland County Continuum of Care designated Food and Shelter as the recipient of both the HPRP funds and the 2011 ESG funds, which allowed for the continuation of some of the services that were provided by HPRP. The award letter was received July 9, 2012 from ODOC informing the City that the application had been rated and approved for funding in the amount of \$84,031. This amount was \$7,301 more than originally expected.

DISCUSSION: Contract K-1213-51 with the Oklahoma Department of Commerce for the 2011 second allocation of funding for the Emergency Solutions Grant Program was approved by the City Council in the amount of \$84,031. A subsequent contract with Food and Shelter, Inc. for that same amount was also approved by the City Council as K-1213-52. Food and Shelter, Inc. is the central intake agency for homeless individuals and families seeking assistance, and for individuals and families facing the potential for homelessness in Cleveland County. This grant has been used for two primary purposes: (1) to provide homeless prevention component - housing relocation and stabilization services and short-and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place that would render them homeless; and (2) to provide rapid rehousing assistance component - housing relocation and stabilization services and short-and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

Because some contracts were not fulfilled by other agencies in other communities, ODOC recaptured \$8,481.26 and offered it to the City of Norman to be added to the grant for Food and Shelter, Inc. The attached contract amendment in the amount of \$8,481.26 increases the total grant amount to \$92,512.26 and extends the time frame of the contract through September 30, 2013. All of the additional funds will be used for homeless prevention. An amendment to the contract with ODOC in the same amount was in the previous City Council item.

RECOMMENDATION: Staff recommends approval of Amendment No. One to Contract No.K-1213-52 with Food and Shelter, Inc. for the reallocated funding for the Emergency Solutions Grant program in the amount of \$8,481.26 with a new contract amount of \$92,512.26; and an appropriation of \$8,481.26 from account number 021-0000-331.13-19 (Emergency Shelter Grant Program) into account number 021-4001-463.47-77 (Food & Shelter).

Amendment No. 1
Contract No. K-1213-52

In connection with Contract No. K-1213-52, by and between the City of Norman and Food and Shelter, Inc., the following changes are hereby authorized this 13th day of August 2013:

1. Contract amount increased by \$8,481.26
2. Contract term is extended until September 30, 2013.

No other changes to contract terms or conditions are made.

Food and Shelter, Inc.
David E. Marek, Pres.

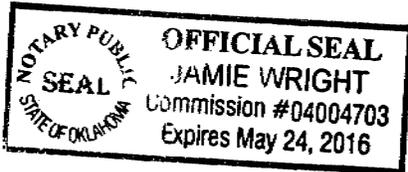
President

Attest:

[Signature]

Secretary/Treasurer

Subscribed and sworn to before me this 13th day of August 2013.



Jamie Wright

Notary Public
My Commission Expires: May 24, 2016

The City of Norman, Oklahoma

Cindy Rosenthal, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this 13th day of August 2013.

Jeff Bryant

Jeff Bryant, City Attorney

**EMERGENCY SOLUTIONS GRANT
SPONSOR AND SHELTER AGREEMENT**

PART I - SUMMARY

Contractor City of Norman

Sub-Contractor
Emergency Shelter Name Food and Shelter, Inc.

Contract 2011 Emergency Solutions Grant, 2nd allocation

Amount (\$ 84,031.00)

Funding Period July 1, 2012 to June 30, 2013

Project Description: Provide funds for costs of Administration, Housing Prevention, and/or Rapid Rehousing .

PART II - GENERAL TERMS AND CONDITIONS

DEFINITION(S)

CONTRACTOR

Cities, towns, counties or Community Action Agencies who are direct recipients of Emergency Solutions Grant (ESG) funds, and have agreed to be responsible for the oversight of the proposed ESG project.

SUBCONTRACTOR

Any shelter that indirectly receives Emergency Solutions Grant (ESG) funds through a Unit of Local Government, or Community Action Agency, and is responsible for the implementation of the proposed ESG project.

1. a. **Subcontractor** will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish the program described in Part III in accordance with the terms and conditions of this contract. All of the work and services required should be performed by **Subcontractor** or a **Subcontractor** fully qualified and authorized under state and local law to perform such work and services.
- b. None of the work and services covered by this contract may be contracted to a third party without prior written approval of the City of Norman.
(contractor)

- c. In no event will **Subcontractor** incur any obligation on the part of the City of Norman.
(contractor)
- 2. The City of Norman will provide funding for the program up to the
(contractor)
total amount subcontracted by Food and Shelter, Inc. which is the
(subcontractor)
maximum amount of \$84,031.00 will pay for this subcontract.
(ESG award amount)

3. Compensation to Contractor

The City of Norman will reimburse **Subcontractor** on the basis of itemized
(contractor)
statements submitted in accordance with the budget attached hereto as **Attachment "A"**. All claims for reimbursement must be accompanied by documentation of pledged in-kind for this project.

4. Records, Reports and Documentation

- a. **Contractor** shall maintain records and accounts including property, personnel, and financial records that properly document and account for all project funds.
- b. **Subcontractor** shall document and report match funds in conjunction with funds provided by the Oklahoma Department of Commerce on the monthly expenditure report. Expenditures of (ESG & Match) must be in proportionate amounts monthly.
- c. **Contractor** shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the ending date of this contract.

5. Procurement

Procurement of all goods and services under this contract shall be carried out in compliance with procedures described in the ESG implementation Manual, Policy 705, Procurement Requirements.

6. Hold Harmless

Subcontractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Subcontractor**. **Subcontractor**

shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law.

7. Modification

- a. This contract is subject to such modification as may be required by federal or state law or regulations.
- b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of the parties.

8. Termination OR Suspension

This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

PART III - SPECIFIC TERMS AND CONDITIONS

1. The **Subcontractor** shall provide assistance to the homeless in compliance with 24 CFR, Part 576.
2. Actual emergency shelter activities and services to be provided are as specified in **Attachment "B"** to this document.
3. The **Subcontractor** assures that no assisted renovation, rehabilitation, or conversion activities will affect historic properties, flood plains, endangered species or prime farmland.
4. **Subcontractor** specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

Non-Discrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, 42 USC 2000d, (et. seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.

1. The requirements of the Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR Part 100.
2. Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.
3. 42 USC 5309, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

- a. Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146.
 - b. Section 504 of Rehabilitation Act of 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.
4. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
 5. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
 6. Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this subcontract.
 7. 42 USC 11375, which requires that, to the maximum extent practicable, **Contractor** shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (a) Establishing an ongoing drug-free awareness program to inform employees about:
- (b) The dangers of drug abuse in the workplace;
- (c) The grantee's policy of maintaining a drug-free workplace;
- (d) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Discharge Policy

The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831, et. seq.) which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations found at 24 CFR Part 35.

EXECUTED BY:
Subcontractor (Emergency Shelter)

EXECUTED BY:
Name of Contractor (Sponsor)

Food and Shelter, Inc.

City of Norman


Signature


Signature

Lori Thrower, Board President
Name Title

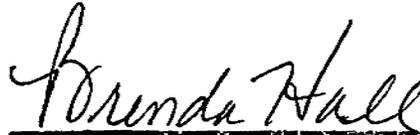
Cindy S. Rosenthal, Mayor
Name Title

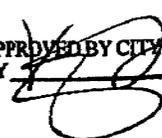
8/7/2012
Date

August 14, 2012
Date



ATTEST:


City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY  DATE 8/14/12

PURCHASE REQUISITION NBR: 0000221414

REQUISITION BY: JMCCART STATUS: PRE-AUDIT APPROVAL DATE: 8/06/13
REASON: ESG GRANT

SHIP TO LOCATION: COMMUNITY DEVELOPMENT SUGGESTED VENDOR: 751 FOOD AND SHELTER FOR FRIENDS DELIVER BY DATE: 8/06/13

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ESG GRANT	8481.26	DOL	1.0000	8481.26

COMMODITY: GRANTS
SUBCOMM: CDBG

REQUISITION TOTAL: 8481.26

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	02140014634777	Miscellaneous Services Food & Shelter	100.00	8481.26

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

COUNCIL AGENDA ITEM



City of Norman, OK

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

Master

File Number: K-1314-31

File ID: K-1314-31	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 27	In Control: City Council
Department: City Clerk Department	Cost: \$5,000.00	File Created: 07/31/2013
File Name: Contract with 89er Day Committee		Final Action:

Title: CONTRACT NO. K-1314-31: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND 89ER DAY PARADE COMMITTEE IN THE AMOUNT OF \$5,000 FOR THE PURPOSE OF PROMOTING, ENCOURAGING AND PROVIDING SERVICES FOR THE 89ER DAY PARADE TO BE HELD IN APRIL, 2014.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1314-31 with 89er Day Parade Committee in the amount of \$5,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 27

Attachments: Text File 89er Day Parade, K-1314-31

Project Manager: Leah Messner, Assistant City Attorney

Entered by: denise.johnson@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File K-1314-31

Body

BACKGROUND: During the budgeting process a number of requests for funding assistance from nonprofit agencies are specifically reviewed, discussed and approved by Council. Pursuant to those discussions, funding agreements were prepared and submitted to the various agencies for their execution. One of those agencies is the 89er Day Parade Committee. The 89er Day Parade takes place in April and their funding agreement is now returned to Council for its approval.

DESCRIPTION: The agreement which comes before Council at this time is the same basic form agreement for all agencies. The agreement is specific in that it lists the services which the agency is to perform. Highlights of the funding agreement include a reporting procedure by the agency to the Council of expenditures of the funds. There is a requirement in each agreement that a representative of the City be allowed to serve as an *ex officio* member of the board of the organization if the City so desires. The agreement also provides for cancellation by either party and specifically provides for cancellation and return of any unexpended funds should the agency fail to use the funds for the purpose for which they are intended or should the agency be dissolved or cease to exist any time during the contract period.

In addition, the contract is for a one-year period only. The contract does not automatically roll over and the funding request will be subject to Council's review as a part of next year's budget should the agency submit another request for funding. Funding for this year's contract is budgeted in Contributions-Organizations (010-1001-411.47-41).

RECOMMENDATION: Based upon the above, it is Staff's recommendation that the funding agreement with the 89er Day Parade Committee be approved.

FUND DISBURSEMENT AGREEMENT

This agreement is made and entered into on the _____ day of _____, 2013, by and between the City of Norman, Oklahoma, a municipal corporation, party of the first part and hereinafter referred to as "City" and

89ER DAY PARADE COMMITTEE

(Name of Organization)

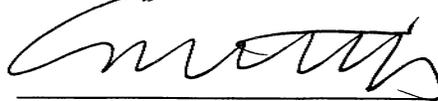
party of the second part, and hereinafter referred to as "the Organization", witnesseth:

- A. That in consideration for the performance by the organization of the covenants and agreements as specified herein, the City, covenants and agrees:
 - 1. To disperse to the Organization a sum not to exceed \$5,000.00 for the purpose of promoting, encouraging, and providing services for the 89er Day Parade to be held in the City of Norman. Said funds shall be used for this purpose and for no other purpose
 - 2. Disbursement of funds shall be made annually to the Organization at the beginning of the City's fiscal year subject to, and contingent upon, the City Council appropriating funds annually to fund this agreement.
- B. That in consideration for the performance of the covenants and agreements of the City as stated herein, the Organization covenants and agrees:
 - 1. To expend funds granted by the City for the purpose as listed above.
 - 2. Allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors if requested by the City.
 - 3. To provide a written annual report on the activities of the Organization to the City, said report to be sent to the attention of the Norman City Clerk.
- C. It is further understood and agreed by both parties:
 - 1. In the event the Organization is dissolved all such funds not yet expended for the purposes provided herein shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
 - 2. In the event the Organization should mishandle the expenditure of funds as provided herein, such action will be considered a breach of this agreement, and any unexpended funds as provided by this agreement, from the date of notice by the City, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
 - 3. This agreement may be canceled by either party upon the giving of fourteen (14) days written notice of cancellation to the other. Upon cancellation any unexpended funds as provided by this agreement, from the date of notice of cancellation, shall immediately revert back to the City, and the Organization shall immediately deliver such unexpended funds to the City.
- D. It is further understood and agreed by both parties that the Organization and any employee of the Organization is a separate entity from the City and the Organization and its employees are

responsible for its actions and that the Organization agrees to indemnify and save harmless the City from all fines, suits, proceedings, claims, demands, action, loss, and expense from liability of any kind whatsoever (including but not limited to attorney fees for costs incurred in litigation) and from any person whomsoever asserting the same arising or growing out of or in any way connected with the Organization's management, operation and services.

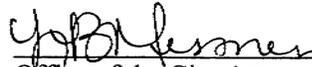
- E. There are no other terms, either express or implied, than those expressly stated herein.
- F. In witness hereof, the parties hereto have executed this agreement on the day first above written.

89er Day Parade Committee



Charles R. Hollingsworth, Chair

Approved as to form and legality by the office of the City Attorney this 31st day of July, 2013.



Office of the City Attorney

Approved by the Norman City Council this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK



City of Norman, OK

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

Master

File Number: K-1314-40

File ID: K-1314-40	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 28	In Control: City Council
Department: Legal Department	Cost: \$285,087.00	File Created: 08/01/2013
File Name: Community Intervention Center		Final Action:

Title: CONTRACT NO. K-1314-40: 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, 2013, THROUGH JUNE 30, 2014, AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1314-40 with 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, 2013, through June 30, 2014; and, if approved, authorize the execution of the contract and an affidavit of assignment to allow direct payment of OJA funds to Crossroads, and appropriate \$40,000 from the General Fund Balance (010-0000-253.20-00) to Professional Services/Other Professional, Legal (010-2220-412.40-99).

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 28

Attachments: Text File Crossroads Contract OJA, CIC Contract, OJA Contract, CIC Assignment

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 K-1314-40

Body

BACKGROUND: The City of Norman juvenile program in conjunction with the Crossroads Youth and Family Center, Inc., ("Crossroads") was awarded a federal and state grant from the Office of Juvenile Affairs ("OJA") to implement a Community Intervention Center ("CIC") in early 1997. Originally, this was a pilot project and the City of Norman was one of five cities to open a CIC. This program began in October of 1997 and is located at 1900 West Robinson in Westwood Park.

The CIC is a county wide collaborated project. The federal money for the program was originally "seed" money

to start the program. By design of the grant, the federal funding ceased three years after the inception of the program. Funding for the program is now from the state through OJA. Since that time, the CIC program has been very successful and is considered one of the premier projects of OJA. The CIC program was the first program to have a partnership between a local government, the state government, youth service agencies and multi-jurisdiction law enforcement agencies.

The purpose of the CIC is to provide a community-based location for law enforcement officers to take juveniles who have been apprehended for committing an offense that is not detention-eligible for the purpose of holding, supervising and releasing the juveniles to a parent or guardian as appropriate. The goal of the program is two-fold: to return law enforcement officials back to duty in a quick manner, and to have a consistent entry for juveniles into the juvenile justice system where they can be offered social services and evaluated for needs .

It is important to note that while both the CIC and the Emergency Youth Shelter are operated by Crossroads Youth and Family Services, Inc., each project has different funding sources and budgets. It is not an option to divert or commingle funds from any contract or grant earmarked for CIC operations and between Crossroads, OJA or the City of Norman to assist in funding either the Shelter or any counseling service or outreach project .

Under the administrative rules adopted by the OJA, the juveniles may be held at the CIC for up to twenty-four (24) hours until a parent, guardian or responsible adult can be located. If a parent is not located within the 24-hour time period, the juvenile is transferred to the Emergency Youth Shelter where deprived children are held. The CIC is open twenty-four (24) hours a day, seven days a week and is staffed by two staff members at all times for safety purposes. While at the CIC, information for court and social service referrals are gathered. To obtain custody of a child at the facility, the parent or responsible adult must, upon their arrival, sign a promise to appear in court and assure that the child also appears in court. If a juvenile misses a court date, both the parent and the juvenile may receive additional citations and/or have a warrant issued for their arrest under City ordinances.

Prior to the CIC, police officers were delayed several hours at a time, trying to contact and wait for a parent to take responsibility for an arrested juvenile. The CIC allows an officer to release the juvenile defendant to CIC custody, which allows the officer to return to patrol duties within minutes. The CIC, in conjunction with juvenile municipal court programs, has been an important tool in dealing with juvenile crime in the community.

A previous requirement to receive the federal and state grant funding was for the participating municipalities to contribute a percentage of matching funds for the program. According to statistical information available, the City of Norman Police Department uses the facility approximately 65% of the time, and the City of Moore uses the facility approximately 20% of the time. The remaining use of the CIC is split between many other cities including: Noble, Lexington, Blanchard, Purcell, Wayne and other local municipalities.

Although the state technically no longer requires matching funds, they strongly encourage the continuation of matching funds from the municipalities. OJA has indicated that funding participation by the benefited cities will be a factor considered in future reapplications for funding. Practically, the cities' matching funds have become a necessity for continued use of a 24-hour 7 day a week facility as state and federal funding have decreased. The contributory funding from cities of \$95,000, has previously been split between the City of Norman - \$40,000, Moore - \$40,000, Lexington - \$5,000, Noble - \$5,000 and Purcell - \$5,000.

The City has been notified that OJA has awarded \$245,087 to fund CIC operations from July 1, 2013 through June 30, 2014. As in the past, to receive this funding from the state for this program a municipality must demonstrate its ability to provide the services required under the OJA Contract. One method of demonstrating the ability to provide required services under the program is to contract with a designated youth service agency, such as Crossroads. With the contract in place, the City will then notify OJA of the contract and execute documents that will allow Crossroads to submit invoices directly to OJA for payment under the contract as appropriate.

DISCUSSION: Two years ago, the City approved Contract No. K-1112-10 with OJA to provide for the funding and operation of the CIC. As in years past, the City then subcontracted with Crossroads to operate the CIC. Contract No. K-1112-10 with OJA contained an automatic renewal provision for fiscal years ending June 30, 2013 (FYE13) and June 30, 2014 (FYE14). The renewal process by OJA is outlined in Section I.A. and can be

effectuated by issuance of a change order by OJA. OJA has elected to exercise that option for FY14 rather than issuing a new contract packet.

During the fiscal year ending 2008, Council requested that the matching funds from the City for this project be removed from the regular budget and later appropriated out of the General Fund balance as the contracts came before Council. Similar to the procedure used since FYE08, this item proposes the \$40,000 matching funds portion of the grant to be paid to Crossroads Youth and Family Center Inc. be appropriated from the General Fund Balance to the Legal Department - Other Professional Services (010-2220-412.40-99).

If Contract No. K-1314-40 with Crossroads is approved to continue the operation of the CIC, the City will provide an executed copy of the contract to OJA, along with providing an Affidavit of Assignment to Crossroads and OJA allowing direct payment to Crossroads from OJA. The City's matching contribution will be paid directly to Crossroads upon approval of the contract.

RECOMMENDATION: Staff has reviewed the change order issued by OJA for FY14 which demonstrates the intent of OJA to exercise the automatic renewal provision of Contract No. K-1112-10 and recommends its approval. Additionally, staff has reviewed and recommends approval of Contract No. K-1314-40 with Crossroads Youth and Family Center to continue operations of the Community Intervention Center; an appropriation of \$40,000 from the General Fund balance (010-0000-253.20-00) to Other Professional Services (Legal Department, account 010-2220-412.40-99); and an Affidavit of Assignment to allow direct payment of OJA funds to Crossroads.

**COMMUNITY INTERVENTION CENTER PARTNERSHIP
AND SERVICE PROVIDER AGREEMENT AND LEASE OF 1900 WEST ROBINSON TO BE
USED AS A COMMUNITY INTERVENTION CENTER**

This Community Intervention Center (hereinafter referred to as the "CIC") Agreement is made and entered into this _____ day of _____, 2013, by and between the City of Norman, an Oklahoma Municipal Corporation (hereinafter referred to as the "City") and Sub-Contractor, Crossroads Youth & Family Center Inc. (hereinafter referred to as "Center").

WITNESSETH:

WHEREAS: the State Plan for Community Intervention Centers provides for the development of alternatives to jail and secure detention due to the lack of immediate, easily accessible non-secure resources for law enforcement officers to take juveniles who have been taken into their custody; and

WHEREAS: pursuant to 10A O.S. §2-7-305, The Community Intervention Center shall serve as a short-term reception facility to receive and hold juveniles who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law and for whom detention is inappropriate or unavailable; and

WHEREAS: the Oklahoma Legislature, at 10A O.S. §2-7-301, has authorized and mandated that OJA is the State planning and coordinating agency for statewide juvenile justice and delinquency prevention services; and

WHEREAS: pursuant to 10A O.S. §2-7-305, OJA is authorized to enter into agreements to establish or maintain such centers which may be financed out of local, state and federal monies; and

WHEREAS: certain juveniles who come into contact with law enforcement are not eligible for detention pursuant to 10A O.S. §2-3-101; and

WHEREAS: the City has entered into an agreement with OJA to operate a Community Intervention Center to receive and hold juveniles who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law and for whom detention is inappropriate or unavailable; and

WHEREAS: 10A O.S. §2-7-305 further authorizes the City of Norman to sub-contract with an independent entity to operate the facility, with the approval of OJA; and

NOW, THEREFORE, the City and the Center, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1) TERM/RENEWAL

- A. This contract shall be effective from July 1, 2013 through June 30, 2014 when it shall terminate automatically, unless terminated by either party as set forth in Section (1) (B) of this Agreement, or due to withdrawn funding from OJA upon notice as set forth in "Exhibit A" of this Agreement.

- B. Either party may terminate this Agreement with thirty (30) days advanced written notice to the other party, with or without cause.

Notices shall be sent to:

Norman: The City Clerk of Norman
 P.O. Box 370
 Norman, Oklahoma 73070

Jeanne Snider, Assistant City Attorney
P.O. Box 370
Norman, Oklahoma 73070

Center: Lisa Winters, Executive Director,
 Crossroads Youth and Family Center
 1650 W. Tecumseh Rd.
 Norman, Oklahoma 73069

- C. This Agreement may be renewed upon the same or different conditions between the City and the Center annually to run concurrently with the contract agreement between the City and OJA.

2) **STATEMENT OF WORK/PURPOSE**

- A. This program shall be known as the Community Intervention Center, commonly known as the Juvenile Intervention Center. It is intended to serve juveniles who need short-term supervision (in lieu of jail) until they can be returned to the physical custody of a parent or legal guardian.
- B. The Center agrees to follow all applicable State and Federal laws, rules and regulations, and all amendments thereto as set forth by OJA and approved by its Board of Directors. This shall include but not be limited to all requirements and agreements set forth between the City and OJA under the original grant contract.
- C. The Center shall employ and supervise CIC employees to process and supervise youth brought to the CIC by law enforcement personnel. Pursuant to this Agreement, the Center, and its employees and/or agents, shall act as a transfer agent on behalf of the Norman Police Department for the juvenile being detained pursuant to this purpose.
- D. The CIC agrees to follow and abide by all requirements, rules and regulations promulgated by the Office of Juvenile Affairs under the Contract between the City and the Office of Juvenile Affairs. The Center's responsibilities at a minimum shall be:
 - i. The CIC shall be open and operational 24 hours per day 7 days per week to receive juveniles taken into custody by law enforcement for curfew, truancy or other status offenses and other misdemeanor or felony offenses for whom secure detention is inappropriate or unavailable.

- ii. A juvenile held at the CIC shall not be isolated from the common areas of the facility except for short-term protective holding because of combative or self-destructive behavior on the part of the juvenile.
- iii. Enter demographic information into the management information system provided for in Section 2-7-308 of Title 10A, Oklahoma Statutes.
- iv. Immediately notify the juveniles' parents, guardians, or responsible adults to pick up their juvenile.
- v. Hold juveniles until they can be released to a parent, guardian, or responsible adult or until a temporary placement can be secured, but in no event for longer than twenty-four (24) hours.
- vi. Provide such care and services as are required to obtain and maintain certification as a CIC.
- vii. Gather information to determine if the juvenile is in need of immediate medical attention.
- viii. Conduct an initial assessment pursuant to rules promulgated by OJA and as such rules may be amended from time to time.
- ix. Fingerprint only those juveniles who are alleged to have committed offenses which would be felonies if committed by adults and remit all copies of fingerprints to the arresting agency.
- x. Conduct an assessment pursuant to a Problem Behavior Inventory or a Mental Status Checklist, or by use of an assessment instrument authorized by rules promulgated by OJA, and under circumstances and conditions as are prescribed by such rules.
- xi. Comply with the requirements of informational entry onto the JOLTS (Juvenile Online Tracking System) database as required by OJA.

3) PAYMENT AND ADMINISTRATIVE REQUIREMENTS

- A. For and in consideration of the activities agreed to be performed herein by Center, the City agrees to administer the State Grant funds for the 2013-2014 fiscal year and upon a receipt of a verified claim form and documentation of expenditures, pay Center an amount not to exceed \$245,087, upon receipt by the City from the Office of Juvenile Affairs for salary, fringe benefits, maintenance, operation, training, travel, equipment and other fees as set forth in the budget approved for this grant from OJA. This amount is subject to continuing availability of funds under State appropriations. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the City may terminate the contract or reduce the consideration upon thirty (30) days notice in writing to the Center. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.
- B. In a continuing partnership agreement to continue the Cleveland County Community Intervention Center, the City of Norman, Moore, Lexington, Purcell and Noble have collectively agreed to contribute funds to meet the minimum requirements for matching funds. The City of Norman's portion of this contribution is \$40,000. Upon receipt of a claim from the Crossroads Youth and Family Center, the City will pay the Center, not to exceed \$40,000, to be used for the purposes stated within this contract. If this contract is terminated before the

end of the fiscal year, the Center agrees to refund the City back on a pro rata monthly basis. This amount is in addition to the State grant funds stated above in paragraph 3 (A).

- C. The Parties agree that the Center may not assign its interest in this Agreement without prior written consent of the City.
- D. The Center, hereby promises, covenants and agrees to release, defend, indemnify, hold harmless and pay any judgments rendered against the City, its officers, agents and employees from and against any and all loss of or damage to property, or injury or death of any person or persons, and from any and against any and all claims, suits or damages recovered against the City arising out of the Center's services rendered under this contract.
- E. The Center is responsible for maintaining sufficient books, records, ledgers and documentation for the purpose of inspection, monitoring, auditing and evaluating expenditures. Financial records should accurately account for the revenues and related expenditures per approved budget by OJA contract and by service type using accepted accounting procedures. In addition, the financial records should reflect the total income and expenditures of the agency from all sources. These records shall be made available to representatives of the City for inspection, audit and certification as deemed necessary. Fiscal and program records shall be maintained during the term of this contract and for a period of three (3) years following the termination of this contract, or three (3) years from the commencement of any action, whichever is later.

4) **LEASE AGREEMENT – 1900 W. Robinson**

- A. The City of Norman is the owner of the property and improvements located at 1900 West Robinson, Norman, Cleveland County, Oklahoma, which property it has agreed to lease to the Cleveland County Youth and Family Center for the use and operation of the Community Intervention Center during the terms stated in section 1 of this contract. In no event shall this structure be used for any purpose other than those stated herein without the written consent of the City.
- B. In consideration of the use, occupancy and possession of the above-described property by Center, Center agrees to pay the City the sum of One-dollar (\$1.00) per year valuable consideration, payable in advance of, or within thirty (30) days of the approval of this Agreement. The remainder of the value of the lease shall be considered an in-kind donation toward the program.
- C. Crossroads Youth and Family Center will be solely responsible for all maintenance, upkeep and utility costs for this dwelling. The Center shall notify the City of any hazard, danger or defect of the premises in writing.
- D. Crossroads Youth and Family Center shall not assign this lease or sublet any portion of the property covered hereby without written consent of the City.

E. Crossroads Youth and Family Center agrees to return the leased premises to the City in substantially the same condition as existed at the commencement of this lease term, reasonable wear and tear excepted.

5) INSURANCE

The City agrees to maintain insurance on the building and attachments located at 1900 W. Robinson. Crossroads Youth and Family Center agrees to maintain insurance on the contents located within the building and hold the City harmless for any damage to said contents.

6) NO SEPARATE LEGAL ENTITY

No separate legal entity or organization shall be deemed created by virtue hereof.

7) DISPOSITION OF PROPERTY UPON TERMINATION

Any equipment or other tangible objects purchased with the funds provided by this Agreement shall be the property of the Office of Juvenile Affairs and shall be held and maintained by the City upon request, or the Center for the benefit of OJA. Upon termination, for whatever reason, OJA may demand the return of such equipment or materials.

8) SEVERABLE LIABILITY

This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.

Both parties assume responsibility for its personnel, and will make all deductions for social security and withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act and the Oklahoma Governmental Tort Claims Act.

Both parties herein, shall be exclusively liable for loss resulting from its torts of its employees acting within the scope of their employment subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 O.S. 1990 Supp., Sec. 151-171 therefore, neither party shall be liable for the acts or omissions of the other party.

9) MULTIPLE COUNTERPARTS

This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original.

10) COMPLETE AGREEMENT

This Agreement is the complete agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

10) SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this contract 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 the contract.

IN WITNESS WHEREOF, the Parties have approved this Agreement and authorized the signatures below as of the dates there set out.

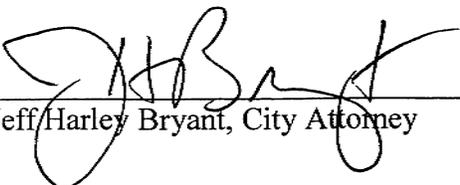
APPROVED by the Council of the City of Norman this ____ day of _____, 2013.

Cindy Rosenthal, Mayor

ATTEST:

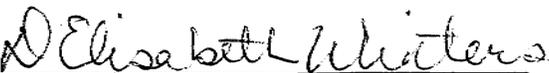
Brenda Hall, City Clerk

APPROVED AS TO FORM:



Jeff/Harley Bryant, City Attorney

APPROVED:

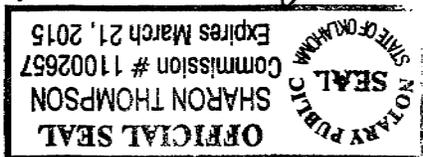


Lisa Winters, Executive Director,
Crossroads Youth and Family Center

ATTEST:



Notary Public



COMMUNITY INTERVENTION CENTER

AFFIDAVIT OF ASSIGNMENT

The City of Norman ("Contractor") has entered into a contract with the Office of Juvenile Affairs ("OJA") for a period of July 1, 2013 through June 30, 2014 to provide a short-term reception facility to receive and hold juveniles who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law and for whom detention is inappropriate or unavailable as required by 10A O.S. §2-7-305 ("Contract"). The Contractor has entered into a subcontract with Crossroads Youth and Family Center , Inc. ("Subcontractor"), to develop and provide those services required by the Contract with OJA, a copy of which is attached hereto.

Contractor hereby assigns to the Subcontractor the authority to submit claims directly to OJA and receive payments directly from OJA for services provided pursuant to the Contract.

Subcontractor Information:

FEI #: **73-1254978**

Name: **Crossroads Youth & Family Center, Inc.**

Mailing Address: **1650 W. Tecumseh Road**

Norman, OK 73069

Approved by the City Council of Norman, Oklahoma, and dated this _____ day of _____, 2013.

Mayor

Date

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public

My Commission Expires:

OJA approved: _____

Date

Title: _____



STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
Accountability, Protection, Prevention

**FY2012 Contract for
Community Intervention Center
an
Interlocal Agreement
With Options to Renew for
FY2013 and FY2014
Between OJA and
City of Norman**

Robert E. “Gene” Christian, Executive Director

**Dennis Gober, Division Director
Community-Based Youth Services Division**

CRL2012-369, Master CRL2012-469

Attachment B Budget form Base Year, Option
Year 1, Option Year 2
Attachment A = Claim Form
Exhibit 1 = Primary Subcontract
Other Items w / Packet = OAC377:3-13-80
through 3-13-91 & Assignment Affidavit

**Office of Juvenile Affairs
Community Intervention Center
City of Norman
Table of Contents**

RECITALS	1
I. Contract Period	2
A. Renewal Process	2
II. Compensation	2
A. Supporting Documentation	2
III. GENERAL TERMS AND CONDITIONS	3
A. Appeal	3
B. Assignment and Subcontracting	3
C. Audit	4
D. Choice of Law	5
E. Choice of Venue	5
F. Civil Rights	5
G. Compliance with Laws, Statutes, and Regulations	6
H. Contract Modification	5
I. Debarment / Suspension	5
J. Drug-Free Work Place	5
K. Duplicate Billing Prohibition	5
L. Employment Relationship	5
M. Health Insurance Portability and Accountability Act of 1996 (HIPAA)	6
N. Indemnity	7
O. Monitoring and Financial Compliance Review	7
P. Oklahoma Taxpayer and Citizen Protection Act of 2007	8
Q. Prior Unmet Contractual Obligations	8
R. Records	8
S. Severability	8
T. Termination	8
U. Termination for Cause	8
V. Termination / Contract Reduction Due to Lack of Funding	9
W. Unallowable Costs	9
IV. Special Terms and Conditions	9
A. Access to Services	9
B. Client Confidentiality	9
C. Liability Insurance	9
D. Lobbying	10
E. Nepotism	10
F. Ownership of Equipment	10
G. Prior OJA Employment	11
H. Reporting Child Abuse	11
I. Taxes	11
V. SERVICES TO BE PROVIDED	11
A. Facility Requirements	11
B. Program Requirements	11
C. Juvenile Online Tracking System	11
D. Certification	13
E. Location of Services	13
VI. SIGNATURE	13

**STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
COMMUNITY INTERVENTION CENTER
INTERLOCAL AGREEMENT**

This agreement, consisting of 13 pages and Attachments (the "Contract"), is hereby made between the State of Oklahoma Office of Juvenile Affairs ("OJA"), and

**City of Norman
P. O. Box 370
Norman, OK 73070**

(the "Contractor"), and constitutes the entire agreement between OJA and Contractor and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, pursuant to 10A O.S. §2-7-305.D.2, the Community Intervention Center (CIC) shall serve as a short-term reception facility to receive and hold juveniles, hereinafter also referred to as the "Service Recipient", who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law and for whom detention is inappropriate or unavailable.

WHEREAS, the Oklahoma Legislature, at 10A O.S. §2-7-301(A)(1), has authorized and mandated that OJA is the state planning and coordinating agency for juvenile justice and delinquency prevention services; and

WHEREAS, pursuant to 10A O.S. §2-7-305(A), OJA is authorized to enter into agreements to establish or maintain such centers which may be financed out of local, state and federal monies; and

WHEREAS, certain juveniles who come into contact with law enforcement are not eligible for detention pursuant to 10A O.S. §2-3-101; and

WHEREAS, the Legislature has mandated at 10A O.S. §2-7-305(B)(1), for the CICs to be established pursuant to interlocal agreements between one or more municipalities and OJA; and

WHEREAS, pursuant to 10A O.S. §2-7-305(D)(1), the program for the establishment of CICs allows selection of a service provider by the municipality, with the approval of OJA.

NOW THEREFORE, the parties agree as follows:

Community Intervention Center
City of Norman

Page 2 of 13

I. **CONTRACT PERIOD**

The term of the Contract shall be effective from the latter of July 1, 2011, or date of execution, to June 30, 2012, with option to renew for two consecutive 12-month periods. Work done before the effective date of the Contract is at the Contractor's risk.

A. **Renewal Process**

Renewals shall be at the same terms and conditions as set forth by Contract. The option to renew shall be exercised by OJA by issuance of a change order. If Contractor does not wish to renew the contract, OJA must be notified in writing at least 30 days prior to end of the contract period. If it is necessary to modify the contract, OJA may issue a modification either prior to or in conjunction with the renewal. Modifications shall require a bilateral agreement whereas renewals do not. Prior to issuance of a Purchase Order for the base year or change orders for option years, OJA must receive a budget for the term that is about to commence.

II. **COMPENSATION**

For and in consideration of the performance of the Contract by Contractor, OJA agrees to pay an amount, including travel expenses, not to exceed **Two Hundred Thirty Eight Thousand Six Hundred Forty Four Dollars and No Cents (\$238,644.00)**, for the cost incurred while performing the services agreed upon herein. Payments will be made to Contractor upon receipt by OJA of properly completed invoices. Billings shall be submitted in the format and in accordance with procedures prescribed by OJA. Attached hereto as Attachment A is a copy of the present format prescribed by OJA. By law, OJA cannot pay in advance of receipt of services.

In the event that any cost item claimed by Contractor is subsequently disallowed by OJA, Contractor shall repay OJA on demand the amount of such disallowed claim. At the discretion of OJA, it may deduct from subsequent payments to Contractor the amount of any disallowed claim, without prejudice to Contractor to contest such deduction and to establish the allowability of such cost item.

Invoices shall be submitted to OJA by the 20th day of the month for expenditures which occurred in the preceding month.

Contractor shall attach to the Contract a program budget using the format represented by Attachment B prior to returning the Contract to OJA for execution for the base year contract. On or before May 31, Contractor shall submit to OJA an Attachment B for any option year exercised by OJA.

A. **Supporting Documentation**

Supporting and verifying documentation shall be submitted monthly with the invoice for expenditures which occurred in the preceding month. This documentation shall include, but not be limited to, the following:

1. Actual payroll expenses for each CIC employee, which shall include payroll registers and time sheets.
2. Actual payroll expenses for each administrative employee along with the basis for the proportionate share.
3. Copies of invoices for contractual services and supplies.
4. The basis for any applicable pro rata share of operational expenses (utilities, rent, insurance, and similar expenses).
5. All costs associated with training and development.
6. Claims for travel reimbursements.
7. Copies of invoices for equipment purchases.

III. GENERAL TERMS AND CONDITIONS

A. Appeal

In the event any audit resolution, review, monitoring, or oversight results in the determination that OJA has overpaid Contractor for this or any previous contract, Contractor has a right to file a written appeal to the OJA Executive Director. OJA will consider the appeal before final action or reimbursement is sought by OJA. Payments under the Contract will continue while the appeal is pending unless the contract is otherwise terminated.

B. Assignment and Subcontracting

1. Assignment

Contractor understands and agrees that the services required under the Contract cannot be assigned or transferred without the appropriate division administrator or designee's written authorization.

2. Subcontracting

Contractor must notify the appropriate division administrator or designee in writing of any subcontracting, in whole or in part, of services required under the Contract at least 30 calendar days prior to the effective date of the subcontract. Contractor shall supply OJA with a copy of any subcontract issued at time of notification. The terms of the Contract shall be included in any subcontract. Subcontracts shall provide that OJA shall have authority to directly monitor the subcontractor's compliance with the terms of the subcontracts.

The existence of a subcontract shall not relieve Contractor of any responsibility for performing the Contract.

3. Subcontract Modification

Any change to a contractor's subcontract shall be treated as a new subcontract and the above requirements of Part 2. "Subcontracting" apply.

C. Audit

1. Federal Funds

Organizations that expend \$500,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with OMB Circular A-133, (June 26, 2003 Revision), "Audits of States, Local Governments and Non-Profit Organizations," pursuant to the *Single Audit Act of 1984*, 31 U.S.C. §§ 7501-7507 (Pub.L. 98-502, Oct. 19, 1984, 98 Stat. 2327), and subsequent amendments thereto.

Audit fees for the Contractor and/or its subcontractors expending less than \$500,000 in federal funds will not be an allowable cost to a federal award unless the audit is arranged for and paid for by OJA or a pass-through agency.

2. State Funds

Corporations, both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in state funds from OJA shall have a certified independent audit of its operations conducted in accordance with Government Audit Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of Awards listing all state and federal funds by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source.

3. Auditor Approval and Audit Distribution

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. OJA retains the authority to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Office of Juvenile Affairs - Contracts Unit P.O. Box 268812, Oklahoma City, Oklahoma 73126-8812, with a copy, if applicable, of the management letter to all audit findings within 120 days of the Contractor's fiscal year end. Contractor shall submit a copy of the corrective action plan to all audit findings within 60 days of the audit submission to OJA. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed in this paragraph for an extension citing the reason for the delay. OJA reserves the right to suspend payment to the Contractor for costs

**Community Intervention Center
City of Norman**

Page 5 of 13

owed pursuant to the Contract if OJA has not received the Contractor's audit for the previous fiscal year.

D. Choice of Law

Any claims, disputes, or litigation relating to the solicitation execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

E. Choice of Venue

The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by OJA or the Contractor to enforce or to interpret provisions of the Contract.

F. Civil Rights

Contractor shall at all times comply (and will require any subcontractors to comply) with any applicable statutorily imposed nondiscrimination requirements. Contractor further agrees to comply with applicable terms of the specific following statutes, regulations and executive orders:

- a. *Omnibus Crime Control and Safe Streets Act of 1968 (OCCSSA)*, Pub.L. 90-351, June 19, 1968, 82 Stat. 197;
- b. *The Victims of Crime Act of 1984*, Pub.L. 98-473, Title II, ch. XIV, Oct. 12, 1984, 98 Stat. 2170;
- c. *The Juvenile Justice and Delinquency Prevention Act of 2002*, Pub.L. 107-273, Div. C, Title II, Subtitle B §§ 12201 to 12223, Nov. 2, 116 Stat. 1869;
- d. *The Civil Rights Act of 1964*, Pub.L. 88-352, July 2, 1964, 78 Stat. 241;
- e. *The Rehabilitation Act of 1973*, Pub.L. 93-112, Sept. 26, 1973, 87 Stat. 355;
- f. *The Americans with Disabilities Act of 1990*, Pub.L. 101-336, July 26, 1990, 104 Stat. 327;
- g. *The Education Amendments of 1972*, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;
- h. *The Age Discrimination Act of 1975*, Pub.L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728;
- i. *Equal Treatment for Faith-Based Organizations* 28 C.F.R. §§38.1 and 38.2; see Exec. Order no. 13279 amended by Exec. Order no. 13403, equal protection of the laws for faith-based and community organizations.

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, national origin,

or sex (after a due process hearing) against Contractor or a Subcontractor, Contractor will forward a copy of the finding to OJA to be forwarded to the United States Department of Justice.

G. Compliance with Laws, Statutes, and Regulations

Contractor and any subcontractors shall comply with all applicable state and federal laws including any regulations and rules promulgated by any governmental authorities and which are applicable to the Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by OJA.

H. Contract Modification

Any modification or amendments to the Contract must be in writing, agreed to by both parties, and approved by the awarding state agency.

I. Debarment / Suspension

In accordance with 31 U.S.C. §1352 (a)(1) and Exec. Order No. 12549, 51 Fed. Reg. 6370 (Feb. 18, 1986), Contractor certifies that neither it nor its principals are presently or have in the last three (3) years been debarred, suspended, proposed for debarment, declared ineligible to participate in federal programs by any federal department or agency, or convicted of a fraud-related crime.

J. Drug-Free Work Place

Contractor also agrees that the Contractor and its employees and agents will not engage in or allow the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while performing under the Contract. The Contractor agrees to require all subcontractors under the Contract to abide by this provision.

Unless prohibited by law, Contractor must maintain a policy for testing employees for the use of alcohol and illegal drugs consistent with OJA's rules, policies and procedures for drug and alcohol testing.

K. Duplicate Billing Prohibition

Contractor shall not bill OJA for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from OJA or another source. Contractor may seek additional funding from another source to enhance the services for which OJA is providing compensation.

L. Employment Relationship

The Contract does not create an employment relationship. Contractor's employees shall not be considered employees of OJA for any purpose.

M. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Contractor, its agents, vendors, officers and employees, acknowledges that it may

have, or may obtain, access to confidential protected health information, including, but not limited to individually identifiable health information. Contractor may use the protected health information solely to perform its duties and responsibilities under the Contract. Contractor shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the *Health Insurance Portability and Accountability Act of 1996* (HIPAA), Pub.L. 104-191, Aug. 21, 1996, 110 Stat. 1936, as it may be amended.

N. Indemnity.

Unless prohibited by Article 10 of the Oklahoma Constitution, Contractor agrees to indemnify and hold OJA harmless against any and all bodily injuries and property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of the Contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, Contractor shall indemnify and hold OJA harmless under the Contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under the Contract shall indemnify and hold OJA harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from the subcontractor's actions, inaction, or other conduct related to or arising from the Contract.

O. Monitoring and Financial Compliance Review

OJA, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under the Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by OJA, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. OJA shall have access to and the authority to examine and copy all records related to the Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by Contractor. OJA will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

OJA will complete a performance evaluation at the end of the contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S. § 85.41B.

P. Oklahoma Taxpayer and Citizen Protection Act of 2007

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

Q. Prior Unmet Contractual Obligations

Under the Contract, OJA has the authority to suspend payment to Contractor in the event the Contractor has not met its contractual obligations for submission of reports, schedules, audits or other documentation required by a prior year's contract. Such suspension of payments to the Contractor shall continue until such required documents are received by OJA.

R. Records

As used in this clause, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Contractor agrees any pertinent State or Federal agency has the authority to examine and audit all records relevant to performance of the Contract. The Contractor is required to retain all records relative to the Contract for the duration of the Contract term and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven year period, the records are required to be maintained for two years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period whichever is later.

S. Severability

If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

T. Termination

Either party may terminate the Contract by giving the other party thirty (30) days' written notice of the termination.

U. Termination for Cause

If Contractor fails to comply with the terms and conditions herein, OJA may, upon written notice of such noncompliance transmitted via Certified Mail or personal delivery to Contractor, cancel the Contract effective upon Contractor's receipt of notice as evidenced by proof of delivery. Such cancellation shall be in addition to any

other rights and remedies provided by law. If the Contract is terminated, then the State shall be liable only for payment under the payment provisions of the Contract for goods and services rendered before the effective date of termination.

In the event a Notice of Cancellation is issued, Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Department of Central Services, Central Purchasing Division.

V. Termination/ Contract Reduction Due to Lack of Funding

OJA may terminate the Contract in the event that OJA is not granted funding to pay for the services herein described or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of OJA. OJA shall notify Contractor of any such termination, by certified mail, return receipt requested, or in person with proof of delivery. The effective date of termination shall be specified in the notice.

In the event OJA experiences a budget reduction for any reason or experiences a revenue failure or reallocates funding at its discretion, OJA may reduce the Contract. Notice of such reduction shall be sent in writing to the Contractor.

W. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended OJA funds on unallowable costs on this or any previous contract, Contractor shall reimburse OJA in full for all such costs on demand. OJA may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

IV. SPECIAL TERMS AND CONDITIONS

A. Access to Services

Contractor shall not restrict access to services under this contract based on the service recipient's inability or refusal to pay for such services.

B. Client Confidentiality

Contractor shall comply with OJA's requirement regarding the absolute protection, use of, and release of personal client information consistent with 10A O.S. §2-6-102 and OJA Rule 377:10-1-7 and professional standards. Further, Contractor agrees to hold confidential all personal information about clients served under this contract, including lists of names, addresses, photographs, evaluations, and all other records about the client.

C. Liability Insurance

If Contractor is a self-insured municipal corporation which pays approved damages

**Community Intervention Center
City of Norman**

Page 10 of 13

claims from its sinking fund under Article 10, Oklahoma Constitution, § 28, and 62 O.S. § 431, and as such is not required to purchase liability insurance, the parties agree that Contractor must require any subcontractor under this Interlocal Agreement to obtain liability insurance from an insurance carrier acceptable to OJA in a minimum amount of one million dollars (\$1,000,000.00) to insure against claims for bodily injury, property damage, civil rights actions, or other actions or claims arising from or resulting from this Interlocal Agreement, and that any subcontractor will provide a certificate of insurance to OJA prior to commencing any services or other work under the subcontract. The required insurance policy must contain a provision that OJA will be notified at least thirty (30) days prior to the cancellation or other termination of the insurance policy for any reason.

D. Lobbying

Contractor certifies that neither state nor federal funds have been or will be used to influence the award of the Contract.

E. Nepotism

Contractor and/or Contractor's governing board or body agrees to disclose any existing situations of nepotism within the organization and receive written prior approval of any hiring that involves nepotism. Nepotism is defined as occupying a position within a relative's line of authority or chain of command; or two or more relatives reporting to the same immediate supervisor. Contractor shall disclose any other situations that might fairly represent a conflict of interest. Nepotism situations include, but are not limited to: renting or leasing; staffing; board membership; contracted services; acquisition of real property and equipment; client-staff relationships; board membership to staff employment; auditing and other situations which might fairly represent a conflict of interest.

F. Ownership of Equipment.

Any equipment or other tangible object approved by OJA to be purchased with the funds provided through the contract shall be the property of OJA, and shall be held, maintained, and safeguarded by Contractor for the benefit of OJA. Upon termination or upon notice that the Contract will not be renewed or extended, for whatever reason, Contractor shall return such equipment or materials within fifteen (15) days at the Contractor's sole cost and expense. Contractor shall return the equipment to OJA's State Office during normal business hours, with at least 24 hours written notice. Contractor shall submit a complete inventory listing of all equipment purchased with CIC contract funds. The final claim of the fiscal year shall not be processed until submission of the inventory listing. Any equipment purchased with these funds shall be marked as "Property of the Office of Juvenile Affairs."

If Contractor is not a self-insured municipal corporation, Contractor must obtain insurance for the benefit of OJA.

**Community Intervention Center
City of Norman**

Page 11 of 13

The parties further agree that any subcontract under this Interlocal Agreement must contain a requirement that any subcontractor must insure all property described in this Subsection and provide to OJA documentation which evidences the existence and amount of such insurance, along with the agreement of the insurance company that it will notify OJA at least thirty (30) days before the expiration of such insurance for any reason or Contractor agrees hereby to pay OJA for any damage or loss to such property.

G. Prior OJA Employment

Contractor hereby certifies that no member of its board or officers are former OJA employees who were employed by OJA during the prior 12 months.

H. Reporting Child Abuse

Contractor shall comply with the Oklahoma Children's Code , Title 10A O.S. §2-101 *et seq.* regarding the reporting of child abuse or neglect. If Contractor knows or has reason to believe or reason to suspect any juvenile has been subject to abuse or neglect by any person, Contractor must immediately report the matter to the Department of Human Services Office of Client Advocacy at 1-800-522-8014 and to the OJA Advocate General at (405) 530-2939. Failure to report is a violation of Oklahoma law and is subject to prosecution. Failure to report suspected or actual abuse or neglect or failure to cooperate in investigations of abuse or neglect may result in immediate cancellation of the Contract at the sole discretion of OJA.

I. Taxes

Contractor shall be responsible for paying all current and applicable city, county, state and federal taxes, licenses and assessments due, including without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and the State Unemployment Tax Acts and Worker's Compensation Insurance Laws. This does not prohibit OJA from reimbursing Contractor for any such allowable costs that are specifically identified in the budget approved by OJA.

V. SERVICES TO BE PROVIDED

A. Facility Requirements

This CIC shall be community-based and operational twenty-four (24) hours a day, seven (7) days a week.

A juvenile held at the CIC shall not be isolated from the common areas of the facility except for short-term protective holding due to combative or self-destructive behavior on the part of the juvenile.

B. Program Requirements

Contractor shall provide a full service CIC facility and full CIC services as required in OAC 377: Chapter 3, Subchapter 13, Part 7, "OAC 377:3-13-80 through 3-13-91"

Requirement for Community Intervention Centers.

C. Juvenile Online Tracking System

The Juvenile On-line Tracking System (JOLTS), designed by OJA, is a statewide management information system for all programs and services, which are administered by or contracted by OJA, related to children, youth and their families. Among other purposes, OJA utilizes information obtained through JOLTS to fulfill its statutory duty to provide annual reports pertaining to programs and services.

As an integral component of Oklahoma's juvenile justice system, Contractor shall be on-line with JOLTS and shall enter case specific data on JOLTS referencing every client served during this contract period. OJA, through the staff of the Information Technology Unit (IT), will provide JOLTS classroom training up to twice during the contract year upon Contractor's request; on-line JOLTS training; and JOLTS help desk support eight (8) hours a day, Monday through Friday.

Contractor's entry of client specific data on JOLTS shall reference the following categories of information:

1. Adding juvenile file if juvenile does not exist within JOLTS.
2. Adding referral information and updating demographic information.
3. Adding and updating CIC screening information, if any.
4. Adding and updating CIC admission information.
5. Adding and updating CIC release information.
6. Contractor data entry on JOLTS will be monitored from time to time by OJA with regard to determining timeliness, accuracy and completeness.
 - a. **Timeliness:** Contractor shall perform data entry on JOLTS within five days from time of admission or release from Community Intervention Center services with reference to the information categories described above. Ninety (90) percent of data entry on JOLTS shall be within the timeliness standards described herein.
 - b. **Accuracy:** JOLTS data entered by Contractor shall concur with Contractor case files with regard to demographic information, referral dates and service dates and hours and minutes of services. Ninety (90) percent of data on JOLTS shall concur with Contractor case files.
 - c. **Completeness:** JOLTS data entered by Contractor shall constitute a complete log of all clients served by all programs and services described by the Contract and shall concur with Contractor case files with regard to all clients served by all programs and services during the Contract. Ninety (90) percent of data on JOLTS shall concur with Contractor case files referencing all services provided by Contractor on any given day during the Contract.

**Community Intervention Center
City of Norman**

Any difficulty with data entry on JOLTS or with accessing on-line JOLTS capability shall be immediately reported by Contractor to the IT Unit of OJA. Immediate reporting shall be made by phone or fax. The phone numbers are (405) 530-2840 or 1-800-458-1632 and the fax number is (405) 530-2842. Confirmation letters citing reported problems may be mailed to:

ATTN: JOLTS PROBLEM
Information Technology Unit
P.O. Box 268812
Oklahoma City, OK 73126-8812

D. Certification

Any CIC established under the Contract must obtain and keep in force a certification issued by OJA. Such certification and the standards necessary for certification shall be established by rules promulgated by OJA.

E. Location of Services

1900 West Robinson, Norman, OK 73069

VI. SIGNATURE

For the faithful performance of the terms of the Contract the parties hereto in their capacities as stated, affix their signatures.

OFFICE OF JUVENILE AFFAIRS

City of Norman

By: [Signature]
Robert E. "Gene" Christian
Executive Director

By: [Signature] / 7/26/11
Mayor Date

Date: 8-15-2011

Cindy S. Rosenthal
Print Name

Approved as to form:

Master approved 4/14/11
Assistant Attorney General Date

Approved as to form and legality on behalf of the
City this 20th day of JULY, 2011.

[Signature]
City Attorney
Jeanne Snider
Print Name

ATTEST

By: [Signature]
Brenda Hall

Brenda Hall



City Clerk

3/31/2011

Attachment A

CIC CLAIM FORM INVOICE				
PO#				
CONTRACTOR: ASSIGNED TO:				
MAILING ADDRESS				
CLAIM FOR REIMBURSEMENT -	FROM	TO		
EXPENDITURE CATEGORIES	BUDGET	CLAIM	YTD EXP	BALANCE
Personnel Salaries				
Payroll taxes				
Fringe Benefits				
Worker Comp. Insurance				
TOTAL PERSONNEL				
Individual Consultants				
Service Organizations				
TOTAL CONSULTANTS/ CONTRACTORS				
EQUIPMENT				
Travel In-State miles per diem				
TOTAL TRAVEL				
MAINTANCE/REPAIR				
Rent (rate/mo)				
Postage				
Telephone				
PRINTING/PUB/ADV/BINDING				
Utilities				
MEMBERSHIP				
Office Supplies/Postage				
Food/personal supplies				
OSBI/Drug Screening				
Liability insurance				
Other (specify) Uniforms, training, prevention prgms.				
TOTAL SUPPLIES AND OPERATING EXPENSES:				
GRAND TOTALS:				
I attest that the amount requested for reimbursement is cost incurred in the provision of services as prescribed in the contract.				
Claimant		Date		
Claimant		Date		

Community Intervention Center Budget FY2012

CONTRACTOR			
EXPENDITURE CATEGORIES	CITY	STATE	TOTAL
*Personnel Salaries			
FICA, Retirement, etc.			
Insurance (i.e. health, wrk comp)			
Other (specify)			
TOTAL PERSONNEL			
Individual Consultants			
Service Organizations			
TOTAL CONSULTANTS/ CONTRACTORS			
EQUIPMENT			
Travel In-State miles per diem			
TOTAL TRAVEL			
MAINTANCE/REPAIR			
Rent (rate/mo)			
Postage			
Telephone			
PRINTING/PUB/ADV/BINDING			
Utilities			
MEMBERSHIP			
Office Supplies/Postage			
Food/personal supplies			
OSBI/Drug Screening			
Liability insurance			
Other (specify) Uniforms, training, prevention prgms.			
TOTAL SUPPLIES AND OPERATING EXPENSES:			
ATTORNEY TIME			
ADMINISTRATION			
GRAND TOTALS			

*On a separate schedule, please indicate the number of FTE rate of pay for each.
 **If applicable, on a separate schedule, please provide cost breakout and justification for each equipment type being requested.

COMMUNITY INTERVENTION CENTER FY2012 BUDGET			
CONTRACTOR-Crossroads Youth & Family Services Inc.			
EXPENDITURE CATEGORIES	CITY	STATE	TOTAL
*Personnel Salaries	\$ 62,982.00	\$ 164,968.00	\$ 227,950.00
FICA, Retirement, etc.	\$ 6,059.00	\$ 15,544.00	\$ 21,603.00
Insurance (i.e. health, wrk comp)	\$ 12,311.00	\$ 33,821.00	\$ 46,132.00
Other (specify)			
TOTAL PERSONNEL	\$ 81,352.00	\$ 214,333.00	\$ 295,685.00
Individual Consultants	\$ 500.00	\$ 1,750.00	\$ 2,250.00
Service Organizations			
TOTAL CONSULTANTS/ CONTRACTORS	\$ 500.00	\$ 1,750.00	\$ 2,250.00
EQUIPMENT		\$ 1,700.00	\$ 1,700.00
Travel In-State miles per diem		\$ 1,750.00	\$ 1,750.00
TOTAL TRAVEL		\$ 1,750.00	\$ 1,750.00
MAINTANCE/REPAIR	\$ 2,500.00	\$ 3,500.00	\$ 6,000.00
Rent (rate/mo)	\$ 1,750.00	\$ 1.00	\$ 1,751.00
Postage			
Telephone		\$ 3,115.60	\$ 3,115.60
PRINTING/PUB/ADV/BINDING	\$ 1,500.00	\$ 2,000.00	\$ 3,500.00
Utilities	\$ 1,000.00	\$ 3,500.00	\$ 4,500.00
MEMBERSHIP			
Office Supplies/Postage	\$ 500.00	\$ 3,000.00	\$ 3,500.00
Food/personal supplies	\$ 2,000.00	\$ 1,200.00	\$ 3,200.00
OSBI/Drug Screening	\$ 250.00	\$ 750.00	\$ 1,000.00
Liability insurance	\$ 200.00	\$ 1,600.00	\$ 1,800.00
Other (specify) Uniforms, training, prevention prgms.	\$ 448.00	\$ 443.00	\$ 891.00
TOTAL SUPPLIES AND OPERATING EXPENSES:	\$ 10,148.00	\$ 19,109.60	\$ 29,257.60
ATTORNEY TIME			
ADMINISTRATION			
GRAND TOTALS	\$ 92,000.00	\$ 238,642.60	\$ 330,642.60
	\$ 92,000.00	\$ 238,642.60	\$ 330,642.60

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-81. Structure

(a) To establish a CIC, an interlocal agreement must be entered into between:

- (1) one or more municipalities; and
- (2) the Office of Juvenile Affairs.

(b) The CIC must meet the conditions, requirements, and rules promulgated by the Office of Juvenile Affairs as provided in 10 O.S., §7302-3.5(B)(2) and 10 O.S., §7302-3.5(D).

(c) Each CIC provider shall have a local juvenile justice advisory board comprised of representatives from local law enforcement, the judiciary, social service agencies, education, local businesses and local government.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-82. General provisions (a) Required functions of a CIC. A CIC shall:

- (1) receive and hold juveniles taken into custody by law enforcement for an alleged violation of a municipal ordinance or state law and for whom detention is unavailable or inappropriate;
- (2) be in compliance with all applicable federal, state, and local health, fire, and safety codes;
- (3) enter demographic information into the management information system provided for in 10 O.S., § 7302-3.8;
- (4) hold a juvenile for no longer than 24 hours;
- (5) shall maintain records that are sufficient to demonstrate compliance with the Office of Juvenile Affairs requirements for CICs; and
- (6) ensure that when a juvenile is held, all reasonable steps are immediately taken to:
 - (A) immediately notify the juvenile's parent, legal guardian, custodian,

**PART 7. REQUIREMENTS FOR
COMMUNITY INTERVENTION CENTERS**

377:3-13-80. Legal basis

Statutory authorization for the Office of Juvenile Affairs to enter into agreements for the establishment and maintenance of a CIC is found in 10 O.S., §7302-3.3. Functions of the CICs are found in 10 O.S., §7302-3.5(D).

attorney, or other adult legally responsible for the juvenile's care;

(B) release the juvenile to a parent, guardian, or other responsible adult or hold until a temporary placement can be secured, but in no event for longer than twenty-four hours;

(C) release the juvenile to the parent, guardian, custodian, attorney, or responsible adult as soon as practical upon his or her signing a release or written promise to return the juvenile to the court of jurisdiction to answer the charges at a date and time set by the court;

(D) ensure that temporary placement is secured if the parent, guardian, legal custodian, attorney or other responsible adult is unable to assume custody of the juvenile;

(E) ensure that adequate fresh drinking water is made available to the juvenile;

(F) ensure that adequate food is provided to the juvenile not less than three times in a 24-hour period;

(G) gather information to determine if the juvenile is in need of immediate medical attention; and

(H) ensure the juvenile is provided with any necessary medical care and treatment as provided 10 O. S., § 7303-1.1(E).

(b) **Optional functions.** In addition to the required functions a CIC may:

(1) conduct an initial screening assessment, pursuant to OJA Rule OAC 377:3-13-84;

(2) conduct an assessment, pursuant to OJA Rule OAC 377:3-13-85; and

(3) fingerprint a juvenile who has allegedly committed an offense which would be a felony if committed by an adult.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-83. Information gathering/report data

(a) Information gathered by the CICs include the:

(1) number of juveniles admitted;

(2) demographic data;

(3) intake time distribution;

(4) law enforcement officer time;

(5) length of juvenile's stay;

(6) summary of offenses by types, including:

(A) felonies;

(i) violent crimes as defined by the Juvenile On-Line Tracking System (JOLTS);

(ii) thefts; and

(iii) possession of drugs;

(B) misdemeanors, including:

(i) thefts;

(ii) possession of drugs; and

(iii) possession of alcohol;

(C) status offenses, including:

(i) truancy; and

(ii) traffic violations.

(7) whether the juvenile's case will be heard in:

(i) district court; or

(ii) municipal court.

(8) summary of discharge which includes to whom the juvenile was released such as, the juvenile's parent, guardian, legal custodian, attorney or other responsible adult; and

(9) summary of assessments, including the:

(A) number of juveniles receiving an initial screening assessment;

(B) number of juveniles who refused the initial screening assessment;

(C) number of juveniles receiving the assessment; and

(D) number of juveniles and parents who refused the assessment.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-84. Initial Screening Assessment

An initial screening assessment may be conducted with the juvenile without parental consent provided the juvenile agrees in writing to participate voluntarily to the initial screening assessment. The Initial Screening Assessment Form (OJA-5) shall contain the juvenile's:

- (1) risk for suicide;
- (2) risk to physical health/condition;
- (3) risk for substance abuse;
- (4) home and safety;
- (5) school status;
- (6) current charges and prior arrests;
- (7) court status; and
- (8) service history.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-85. Assessments

Any assessment conducted by the CIC shall be conducted according to state statute and must adhere to the following criteria:

- (1) Written consent from the parent, guardian or other person legally responsible for the juvenile's care must be obtained prior to beginning the assessment process.
- (2) The parent, guardian or responsible adult and juvenile may review the assessment instrument prior to consenting to the assessment process.
- (3) The parent, guardian or responsible adult and the juvenile must be informed that the assessment is voluntary and that refusal to participate shall not result in any penalty.
- (4) The parent, guardian or responsible adult and the juvenile must sign a written acknowledgment that they were given an opportunity to review the assessment

instrument and that the juvenile's participation is voluntary.

(5) CIC staff shall keep all information gathered confidential according to state statutes.

(6) Staff who administer and interpret assessments must meet qualifications to use such instruments, as established by the developers of the instruments.

(7) Staff shall conduct assessments pursuant to a Problem Behavior Inventory, a Mental Status Checklist, or a Problem Experiences Checklist and a Wide Range Achievement Test 3 or a Slosson Oral Reading Test, or other assessment instrument authorized by rules promulgated by the Office of Juvenile Affairs.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-86. Organization, administration, and finance

(a) The CIC shall maintain written policies and procedures.

(1) **Organization.** The CIC shall develop a clearly defined statement of its purposes or function. The CIC program director or designee shall file the statement with the Office of Juvenile Affairs, Office of Public Integrity.

(2) **Administration and responsibility of the municipality.**

(A) The Municipality shall have responsibility for:

- (i) providing the physical site and its use by the juveniles and staff;
- (ii) the center's program and services;
- (iii) reviewing and approving all CIC policies and policy changes;
- (iv) maintaining a record of CIC policy;
- (v) maintaining documentation and records to ensure compliance

with applicable federal, state, and local law, including health, fire and safety regulations, and documenting compliance with Fire Marshal's report and the Health Department's Certification.

(vi) documenting board and/or council meetings, where applicable, and keeping the documentation on file;

(vii) compiling and filing monthly statistical reports with the Office of Juvenile Affairs; and

(viii) completing an annual report of the CIC, including the information listed in 377:13-83, and submitting the report to OJA, Office of Public Integrity.

(B) The contract shall be submitted to the OJA Office of Public Integrity.

(3) **Finances.** The CIC shall maintain complete financial records of income and disbursements.

(A) All financial records pertaining to the CIC shall be audited annually by a certified public accountant who has a valid, current permit to practice in the State of Oklahoma or state or tribal auditor, in accordance with the governmental funding source.

(B) A copy of the auditor's statements shall be submitted to the Office of Juvenile Affairs annually.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01; Amended at 23 Ok Reg 2764, eff 7-1-06

377:3-13-87. Policy and Procedure Manual

(a) The CIC shall have an operations manual which specifically describes its purpose, program, and the services offered. The manual must be reviewed annually and updated if necessary. The manual must be made available to all staff and authorized regulatory

authorities. The manual includes, but is not limited to the CIC's:

(1) intake procedures;

(2) initial screening assessment;

(3) assessments;

(4) juvenile disciplinary procedures/crisis intervention;

(5) security and control;

(6) discharge procedures;

(7) personnel practices;

(8) juvenile rights;

(9) juvenile grievance procedures;

(10) confidentiality consistent with state law;

(11) compliance with child abuse or neglect reporting requirements as provided in 10A O.S. § 1-2-101;

(12) reporting critical incidents requirements;

(13) information gathering and reporting procedures;

(14) clothing and personal hygiene provisions;

(15) food distribution and documentation requirements;

(16) general emergency procedures, including first aid and emergency medical services;

(17) fire and disaster plans

(18) transportation arrangements; and

(19) suicide prevention procedures.

(b) The manual shall contain a provision which ensures that no juvenile placed in a CIC shall be used as an employee.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01; Amended at 27 Ok Reg 2178, eff 7-15-10

377:3-13-88. Personnel

(a) **CIC program director.**

(1) **Qualifications.** The qualifications (including education and experience), authority, and responsibilities of the program director shall be specified in

writing by the CIC's governing body, and include:

(A) a bachelor's degree; and

(B) one year of experience working with juveniles or working in the juvenile justice system.

(b) Direct-care staff qualifications. All direct care staff shall be at least 21 years of age and possess a high school diploma or its equivalent.

(c) Criminal history investigation. The CIC shall comply with statutory requirements mandating a criminal history investigation for each applicant for employment [10 O.S., §404.1 and 10 O.S., § 7003-8.1]. An employee's criminal history investigation record must be kept in a secure location, separate from his or her personnel file.

(1) A facility shall not employ or retain an individual who has been convicted of or entered a plea of guilty or nolo contendere to any felony involving:

(A) violence against a person;

(B) child abuse or neglect;

(C) possession, trafficking, manufacturing, sale or distribution of illegal drugs, or conspiracy to traffic, manufacture, sale, or distribute illegal drugs;

(D) sexual misconduct; or

(E) gross irresponsibility or disregard for the safety of others;

(F) any crime against a child; or

(G) in the case of child abuse and neglect, identified as a perpetrator in a juvenile court proceeding and/or has made an admission of guilt to a person authorized by state or federal laws or regulations to investigate child abuse and neglect.

(2) No employee of the CIC shall use or be under the influence of alcohol or illegal drugs during the hours of work nor shall any employee use or possess illegal drugs at any time.

(3) As to a simple drug possession offender, the facility may, at its own discretion, make exceptions to the prohibition of employment if five years have passed from completion of the applicant's criminal sentence and the facility can document that the health, safety, and well-being of juveniles would not be endangered.

(A) The facility shall consider, document, and submit to the Office of Public Integrity within 10 days of the employee's first day of work the:

(i) type of crime or offense for which the individual was convicted or a finding was made; and

(ii) reference letters concerning the individual in question.

(B) The Office of Public Integrity shall make a recommendation to the Executive Director as to whether the applicant shall be approved or disapproved.

(4) If any person is formally charged with any of the offenses described in OAC 377:3-13-88(c)(1), he or she must be removed from contact with juveniles until the charges are resolved.

(d) Health requirements. An employee's health record must be kept in a secure location, separate from his or her personnel file.

(1) Each employee must have a pre-employment physical conducted by a licensed physician.

(2) Upon employment, each employee who has not had a documented skin test within the past 12 months shall have a Mantoux tuberculin skin test unless he or she had a previous positive skin test.

(3) An employee with a positive skin test reaction must have or provide documentation of a chest x-ray.

(i) Additional tests or x-rays are not required unless symptoms develop that are suggestive of tuberculosis.

(ii) Employees with a positive skin test reaction must submit annual documentation by medical personnel that signs or symptoms of tuberculosis are not present.

(e) Personnel records. Every staff person employed by the CIC shall have a written personnel record which complies with personnel policies of the municipality or service provider. The CIC shall have written personnel policies. The program director shall make personnel policies, which include written job descriptions, available to all employees. Either the policy or job description specifies the person to whom the employee is responsible and the duties the employee is expected to perform.

(1) Each personnel record must include:

(A) an application, resume, or staff information sheet that documents qualifications for the position;

(B) three reference letters, or if the reference was interviewed by phone, documentation of telephone interview must contain the:

(i) content of the interview;

(ii) date and time of the inter-view; and

(iii) name of employee conducting the telephone inter-view;

(C) documentation that the staff member was provided a copy of personnel policies, including his or her job description.

(D) written disciplinary action forms and job performance evaluations;

(E) dates of employment; and

(F) date and reason for employment separation or termination.

(2) Personnel records shall be maintained for at least three (3) years following an employee's separation.

(3) All employee records shall be confidential subject to existing federal and state statutes.

(4) All employees shall have access to their personnel files for reviewing purposes upon request to the program director and according to agency policy.

(f) Staff orientation.

(1) Each direct-care staff shall be provided orientation before being allowed to work independently. In addition to a review of the certification standards and on-the-job training with an experienced staff member, the orientation must include a review of the CIC's:

(A) policies and procedures;

(B) philosophy and goals;

(C) organization;

(D) behavior management/crisis intervention training; and

(E) job expectations for the individual employee.

(2) Within 90 days of employment, each direct-care staff shall successfully complete first aid training. The training must be conducted by a certified instructor from the American Red Cross or its equivalent. The employee must be recertified in first aid every three years. First aid training may be counted as training hours. At least one staff person trained and certified in first aid shall be present in the CIC at all times.

(3) Within 90 days of employment, each direct-care staff shall be certified in cardiopulmonary resuscitation (CPR). The employee shall be recertified annually. CPR certification and recertification may be counted as training hours. At least one staff person trained and certified in CPR shall be present at all times.

(4) Within six (6) months of employment, each direct-care staff shall complete a

certified class on behavior management; e.g., MAB, MANDT, CLEET, etc.

(5) The CIC must maintain written documentation of each area in which the employee received orientation.

(g) Staff training.

(1) All direct-care staff and program administrators shall obtain at least 24 clock hours of training per employment year. Hours are prorated for staff who have not been employed for a full year or are part-time employees.

(2) Professional conferences, workshops, seminars, formal education classes, or in-service training are considered training.

(3) Documentation of the employee's training shall be maintained in the employee's file.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency)¹; Added at 18 Ok Reg 2154, eff 7-1-01; Amended at 19 Ok Reg 2949, eff 7-3-01 through 7-14-02 (emergency)²; Amended at 23 Ok Reg 2764, eff 7-1-06

377:3-13-89. Juvenile records

(a) A record shall be developed for every juvenile placed in the CIC. The record must contain:

- (1) demographic information;
- (2) referral source information (Uniform Crime Report, traffic citation, verbal or written court order, or police booking form, etc);
- (3) time of admission/time of departure for the juvenile and the police officer;
- (4) determination if juvenile is in need of immediate medical attention;
- (5) documentation of attempt(s) to contact parent/guardian with time attempts were made;
- (6) if an initial screening assessment is conducted, the completed OJA-3;
- (7) if an assessment is conducted, the:
 - (A) documentation of prior review of assessment by parent & juvenile;

(B) documentation that the parent and juvenile have been advised that the assessment is voluntary; and

(C) written consent of the juvenile and parent.

(8) documentation that the juvenile has been advised of:

(A) client rights;

(B) rules of conduct; and

(C) grievance procedures;

(9) if placed in room confinement as provided in 377:3-13-40 (e) and (f), documentation of the:

(A) reason for confinement;

(B) other means of behavior modification used prior to room confinement;

(C) time placed in confinement;

(D) times the juvenile was visibly monitored with notation of what the juvenile was doing at that time; and

(E) time released from confinement.

(10) inventory log for the juvenile's personal belongings and confiscated materials;

(11) release of confidential information form (when necessary);

(12) incident report form (when necessary);

(13) name of person to whom the juvenile was released; and

(14) documentation of promise to appear in court.

REFERENCES: Source: Added at 18 Ok Reg 2154, eff 7-1-01

377:3-13-90. Security and control

(a) **Rules of conduct.** The rules of conduct shall either be given to each juvenile or posted in a conspicuous and accessible area.

(1) Staff members shall explain the rules of conduct to each juvenile admitted to the facility.

(2) When a literacy or language problem prevents a juvenile from reading the rules, a staff member or translator shall assist

the juvenile in reading the rules of conduct.

(b) Searches. Each CIC has the option of conducting searches. Searches and property recovery are conducted to preserve the security and safety of the CIC. If the CIC conducts searches, the CIC must develop policies and procedures which include the guidelines listed in (1) through (3) of this section.

(1) Juveniles and visitors shall be notified that they are subject to search.

(2) Searches shall be conducted by a person of the same sex as the juvenile or visitor.

(3) No strip searches or body cavity searches shall be conducted at a CIC.

(c) Staff ratio.

(1) When juveniles are present, there shall be a minimum of two staff on duty. When more than 12 juveniles are present, a ratio of 1:6 direct-care staff to juveniles shall be maintained.

(2) The CIC shall ensure that when a female is placed in the CIC, a female staff member is present and when a male is placed, a male staff member is present.

(3) Juveniles in the CIC shall be monitored at all times.

(d) Behavior management.

(1) Physical intervention.

(A) Each CIC shall have policies and procedures outlining the use of physical intervention. Written policy and procedure shall limit the use of physical intervention to:

(i) self protection;

(ii) separate juveniles from fighting;

(iii) restrain juveniles in danger of inflicting harm to themselves or others; and

(iv) restrain juveniles who have escaped or who are in the process of escaping;

(B) The least amount of physical intervention necessary to control a situation is used.

(C) Physical intervention shall not be used as punishment or retaliation.

(D) A written report is prepared following all uses of physical intervention and submitted to the program director.

(2) Use of mechanical restraints. CIC employees shall not use mechanical restraints.

(3) Chemical agents. CIC employees shall not use chemical agents, including pepper spray.

(4) Weapons. CIC employees shall not use weapons.

(e) Room confinement. Room confinement means locking a juvenile in a designated room for a short-term period of time in order to remove the juvenile from the population. Room confinement is used with juveniles who are combative or self-destructive [10 O.S., § 7302-3.5(D)(2)] and who require being separated from other juveniles for:

(1) self protection;

(2) separating juveniles from fighting;

(3) restraining juveniles in danger of inflicting harm to themselves or others; or

(4) restraining juveniles who have escaped or who are in the process of escaping;

(f) Procedure for room confinement. When room confinement is used, the procedures set forth in (1) - (5) of this paragraph shall be followed.

(1) Prior to room confinement, staff shall explain the reasons for confinement to the juvenile and shall give the juvenile an opportunity to explain his or her behavior.

(2) Any juvenile shall be visibly observed by a staff member every 15 minutes. Staff shall document each observation.

(3) Juveniles placed in room confinement shall be afforded living conditions and

essential services approximating those available to the general juvenile population. Exceptions shall be authorized based upon clear and substantial justification.

(4) The juvenile shall be released when staff determines that he or she can safely be returned to the general population or waiting area.

(5) A written record is maintained on any juvenile placed in room restriction or confinement. The written record includes:

(A) a log stating who authorized the action;

(B) names of persons observing the juvenile;

(C) exceptions to provision of essential services provided to other juveniles placed in the CIC;

(D) observations of the juvenile's physical situation;

(E) times of observation;

(F) the person authorizing release; an

(G) the time of release.

(g) **Escape.** The CIC shall develop written policy and procedure for juveniles who escape from the facility. The policy shall include a procedure for notification of law enforcement agencies.

REFERENCES: Source: Added at 18 Ok Reg 2154, eff 7-1-01

377:3-13-91. Physical facility

(a) Space requirements.

(1) Each juvenile shall have a minimum of 35 square feet of floor space.

(2) The room designated for room confinement must provide a minimum of 40 square feet of floor space.

(b) **Toilets.** The CIC must provide a minimum of one toilet per 12 juveniles.

(c) Any licensed CIC shall be exempt from the rules set forth in this section, provided that the facility does not decrease the amount of living space available when the facility was first issued a license.

REFERENCES: Source: Added at 18 Ok Reg 2154, eff 7-1-01 -61-

3812 N. Santa Fe, Suite 400
P.O. Box 268812
Oklahoma City, OK 73126-8812



Main # (405) 530-2800
FAX # (405) 530-2890

State of Oklahoma
Office of Juvenile Affairs

RECEIVED
MAY 10 2013
Municipal Court Clerk's Office

May 9, 2013

City of Norman
P. O. Box 370
Norman, OK 73070

Subject: Option to Renew Contract for Crisis Intervention Center (CIC) for FY2014

Dear CIC Contractor:

Please be advised that OJA is exercising its option to renew the current CIC contract for FY14 (July 1, 2013 through June 30, 2014). Once a budget has been received and approved, your current Purchase Order will be updated for FY14.

If you plan to assign payment to a subcontractor and have not already done so, please submit an assignment affidavit. Both Budget forms and assignment affidavits are available on the OJA website listed below:

http://www.ok.gov/oja/Community_Based_Youth_Services/FY2014_CIC_Budget.html

Budgets must be submitted by May 26, 2014 to the address below:

Office Of Juvenile Affairs
Attn: John Wall
3812 N. Santa Fe
Oklahoma City, OK 73118

If you have any questions, please contact John Wall at 405.530.2851 or Kevin Clagg at 405.530.2986.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Clagg".

Kevin D. Clagg
Department of Financial Services

CC: **Crossroads Youth & Family Services, Inc.**
Contracts File CRL2014-369

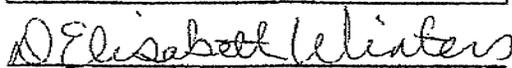
Community Intervention Center Budget

FY2014

CONTRACTOR:

Crossroads Youth & Family Services Inc.

EXPENDITURE CATEGORIES	CITY	STATE	TOTAL
*Personnel Salaries	\$ 61,268	\$ 157,632	\$ 218,900
FICA, Retirement, etc.	\$ 6,232	\$ 16,285	\$ 22,517
Insurance (i.e. health, wrk comp)	\$ 21,880	\$ 42,741	\$ 64,621
Other (specify)			
TOTAL PERSONNEL	\$ 89,380	\$ 216,658	\$ 306,038
Individual Consultants	\$ -	\$ 2,500	\$ 2,500
Service Organizations			
TOTAL CONSULTANTS/	\$ -	\$ 2,500	\$ 2,500
CONTRACTORS			
EQUIPMENT	\$ -	\$ -	\$ -
Travel In-State miles	\$ -	\$ 1,500	\$ 1,500
per diem			
TOTAL TRAVEL	\$ -	\$ 1,500	\$ 1,500
MAINTANCE/REPAIR	\$ 750	\$ 3,750	\$ 4,500
Rent (rate/mo)	\$ 1,750	\$ 1	\$ 1,751
Postage			
Telephone	\$ 750	\$ 3,500	\$ 4,250
PRINTING/PUB/ADV/BINDING	\$ 250	\$ 2,000	\$ 2,250
Utilities	\$ 750	\$ 3,500	\$ 4,250
MEMBERSHIP			
Office Supplies/Postage	\$ 750	\$ 4,500	\$ 5,250
Food/personal supplies	\$ 170	\$ 2,228	\$ 2,398
OSBI/Drug Screening	\$ 100	\$ 1,200	\$ 1,300
Liability insurance	\$ 250	\$ 2,250	\$ 2,500
Other (specify) Uniforms,	\$ 100	\$ 1,500	\$ 1,600
training, prevention prgms.			
TOTAL SUPPLIES AND			
OPERATING EXPENSES:	\$ 5,820	\$ 24,429	\$ 30,049
ATTORNEY TIME			
ADMINISTRATION			
GRAND TOTALS	\$ 95,000.00	\$ 246,087.00	\$ 340,087


Signature and Date

D. Elisabeth Winters
Print Name

*On a separate schedule, please indicate the number of FTE rate of pay for each.
**If applicable, on a separate schedule, please provide cost breakout and justification



Office of Juvenile Affairs
 OFFICE OF JUVENILE AFFAIRS
 3812 N SANTA FE STE 400
 OKLAHOMA CITY OK 73118

Vendor: 0000076924
 CITY OF NORMAN
 PO BOX 370
 NORMAN OK 73070-0370

Purchase Order

CHANGE ORDER

Dispatch via Print

Purchase Order 4009018486	Date 08/15/2011	Revision 3 - 06/20/2013	Page 1
Payment Terms 0 Days	Freight Terms Free on board at Destination	Ship Via Common	
Buyer Tammy Conaughty	Phone 405/530-2800	Currency USD	

Ship To: OFFICE OF JUVENILE AFFAIRS
 3812 N SANTA FE STE 400
 OKLAHOMA CITY OK 73118

Bill To: OFFICE OF JUVENILE AFFAIRS
 P O BOX 268812
 OKLAHOMA CITY OK 731268812

Tax Exempt? Y **Tax Exempt ID:** 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	94121801 / 1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1.0000	8R	241,879.5800	241,879.58	08/15/2011
Community Intervention Center							
CO#1 increase 10% of Budget Cuts. +\$3235.58 1-9-12CR							
2- 1	94121801 / 1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1.0000	8R	245,067.0000	245,067.00	07/01/2012
**CONTRACT PERIOD: 07/01/2012 THRU 06/30/2013							
3- 1	94121801 / 1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1.0000	8R	245,087.0000	245,087.00	07/01/2013
**CONTRACT PERIOD: 07/01/2013 THRU 06/30/2014							

Total PO Amount 732,053.58

COMMENTS:

All in accordance to the attached contract.

Contract Period: 7/1/11 through 6/30/12 with the option to renew for up to two (2) additional years at the same or modified terms and conditions.

OJA Contact: Dennis Gober at (405) 530-2838

CRL2012-369

Assignment: Crossroads Youth & Family Center, Inc.
 1650 W. Tecumseh Road
 Norman, OK 73069

CHANGE ORDER 2, ADD LINE 2 FOR FY13.....05/04/2012, JWW

Change Order #3: Exercise 2nd Option for renewal for FY 2014. New Contract Period: 07/01/2013-06/30/2014. This action increased the PO by + \$245,087.00 from \$486,966.58 to \$732,053.58. TC 06/21/2013

Authorized Signature



City of Norman, OK

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

Master

File Number: K-1314-42

File ID: K-1314-42	Type: Contract	Status: Consent item
Version: 1	Reference: Item No. 29	In Control: City Council
Department: Legal Department	Cost:	File Created: 08/04/2013
File Name: Cedar Lane Property Acquisition - Madole/Armstrong		Final Action:

Title: CONTRACT NO. K-1314-42 A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE MADOLE FAMILY REVOCABLE TRUST, WILEY R. AND BARBARA SUE MADOLE, CO-TRUSTEES; JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG, TRUSTEE UNDIVIDED 1/2 INTEREST AND DOROTHY ARMSTRONG; AND CHRISTOPHER ARMSTRONG; AND ACCEPTANCE OF THE RIGHT-OF-WAY ACQUISITIONS AS DESCRIBED IN THE SUBJECT AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS TO EFFECTUATE THE TRANSFERS.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1314-42 with the Madole Family Revocable Trust, Wiley R. and Barbara Sue Madole, Co-Trustees, James Robert Armstrong Revocable Living Trust, James Armstrong, Trustee Undivided 1/2 Interest and Dorothy Armstrong; and Christopher Armstrong, and, if approved, accept the right-of-way acquisitions, and authorize the City Manager to execute the necessary documents to effectuate the transfers .

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 29

Attachments: Text File K-1314-42 Cedar Lane, K-1314-42, Map 8-8-13, Easements 8-8-13, Warranty Deeds 8-8-13

Project Manager: Kathryn Walker, Assistant City Attorney

Entered by: kathryn.walker@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-1314-42

Body

BACKGROUND: On August 28, 2012, the City of Norman voters approved a \$42.5 million bond project that includes eight major transportation/storm water projects. These eight projects are anticipated to cost \$89 million with federal funds paying over 50% of the costs. The projects include:

- Cedar Lane widening and new traffic signal (2013)
- Franklin Road Bridge replacement over Little River (2014)
- Main Street Bridge replacement and storm water improvements - Brookhaven Creek (2014)
- Alameda Street widening (2015)
- 12th Avenue SE widening and improved traffic signal at SH-9 (2015)
- West Lindsey Street widening and storm water improvements (2016)
- 24th Avenue SE widening and new traffic signal (2017)
- 36th Avenue NW widening and 2 new traffic signals (2018)

The first planned project is the Cedar Lane Widening Project. This project is included in this year's Transportation Improvement Plan. If the City can finalize land acquisition, utility relocation and project design by August 2013, the City will receive approximately \$6.2 million in federal funds for this project.

The Cedar Lane Widening Project required the acquisition of forty-seven (47) easements from twenty (20) property owners. To date, all easements have been donated or purchased with the exception of twenty-one (21) easements from 4 property owners. Council approved Resolution No. R-1213-141 on May 28, 2013 declaring it to be a necessity to acquire these remaining parcels and authorizing the City Attorney to file for condemnation to achieve such acquisition. City Staff filed actions for condemnation in these cases on May 30, 2013. The cases have proceeded through the normal litigation process.

Although the litigation process has started, this office has continued to explore potential settlement of acquisition of the necessary Right of Way for the Cedar Lane Widening Project by Agreement. This item presents a proposed Agreement to effectuate the Right of Way transfers without the need to continue the Court process. The Agreement was discussed with City Council most recently in Executive Sessions held on August 6, 2013. Based on Council discussions, the Agreement for Property Acquisition with three of the four remaining property owners of Right of Way needed for the Cedar Lane Widening Project is being presented to Council for consideration at this time.

DISCUSSION: The appraisals of the subject properties were conducted by an Oklahoma Department of Transportation (ODOT) Certified Appraiser. Following completion of the appraisal, Staff reviewed the appraisal to evaluate the appraisal in order to correct any deficiencies and to insure that the appraisals of the property are in order.

The basis of requiring an appraisal and a review appraisal is that it insures that the restrictions of the Fifth Amendment of the United States Constitution and the Constitution of the State of Oklahoma are met. The Fifth Amendment provides in part: ". . . nor shall private property be taken for public use without just compensation." Further, the Constitution of the State of Oklahoma provides: "Private property shall not be taken or damaged for public use without just compensation. Just compensation shall mean the value of the property taken, . . ."

Finally, 11 O.S. § 22-104 provides that "every municipality shall have a right to: . . . (3) exercise the right of eminent domain for any municipal purpose, . . ." Section 22-105 provides:

Private property may be taken for public use or for the purpose of giving a right-of-way or other privilege for any necessary purpose, in the manner provided by law; but in every case the municipality shall make adequate compensation to the person or persons whose property shall be taken or injured thereby as provided by law.

The Courts have viewed "just compensation" as the fair market value of the property taken. . . . fair market value . . . means money which [the] purchaser willing but not obligated to buy property would pay to the owner willing but not obligated to sell it." *Grand River Dam Authority v. Bonford*, 111 P.2d 182 (Okla. 1941).

Since filing for condemnation, Staff has worked closely with Counsel for Wiley and Barbara Sue Madole, Christopher Armstrong, and James Armstrong and Dorothy Madole-Armstrong to identify values and other issues that would reasonably settle the condemnation case and enable the City to acquire the property in a timely fashion. The initial offer by the City, following appraisals of the property, was \$325,850. The property owners felt their property should be valued at \$751,089. Council has been updated on those negotiations during four executive sessions since May 8, 2013, the most recent being August 6, 2013. Contract No. K-1314-42 represents the culmination of those negotiations. As outlined below, the proposed settlement totals

\$489,980.70 for value of the right of way and easements needed. In addition additional costs of up to \$13,375 for potential fence relocations are referenced. The total settlement costs are \$503,355.70. Funds are available in the right of way acquisition budget to cover these costs. The terms of the agreement are summarized below:

- Compensation:
 - Wiley and Barbara Madole will be compensated for the right-of-way and easements associated with Parcels 3 and 7. They have agreed to donate Parcel 2. Total compensation is \$420,704.38.
 - James Armstrong and Dorothy Madole-Armstrong will be compensated for right-of-way and easements associated with Parcels 4 and 6. Total compensation is \$49,063.82.
 - Christopher Armstrong will be compensated for right-of-way and easements associated with Parcel 5. Total compensation is \$20,212.50.

- Recoupment:
 - Council will recall that the Madoles and Armstrongs were concerned about the impact recoupment could have on a development contract that was pending for a portion of the subject parcels for this project. This has been satisfied in the agreement by providing that a pro-rata share of the total recoupment will be paid at the time such portion of the property is developed, i.e. final platted, under the Recoupment Ordinance. This means when the Park 7 Property is final platted, \$82,295 will be owed to satisfy recoupment for that portion of the property. As additional portions of the property develop, the remaining recoupment would be due in full with the final plat.

- Park 7 Development:
 - This Agreement also provides for the Property Owners submission of a Revised Preliminary Plat for all the property owned by these three property owners. The Revised Preliminary Plat will be substituted for Council's consideration on that item of The Preliminary Plat for the Park 7 Group that is scheduled for Council consideration on August 13, 2013 Agenda as well. As described in the Staff memo for that item, after Planning Commission's recommendation of approval for the Preliminary Plat in June 2013, an error was discovered which rendered the remaining portions of some of the Madole/Armstrong property as illegal lots. To address this, the Applicant is submitting a substitute preliminary plat that will include all of the Madole/Armstrong property, with no change in use proposed for the added parcels. Before the lots can become legal, the Applicant will have to come forward with a zoning change from A-2 to A-1, for the remaining lots that comprise less than ten acres as required by their current A-2 designation, and has agreed to move forward with such zoning change request subsequent to this Agreement.
 - As noted above, the revised Preliminary Plat includes a total of 68.61 acres for the Park 7 Group Addition which includes 32.97 acres for a Planned Unit Development, and 36.64 acres with seven lots that are currently being used as single family residences or agricultural purposes. Under City of Norman subdivision regulations 19-103(A), subdividing land into two or more parcel which, when subdivided, contains less than 40 acres requires a platting process. Including the southern single family and agricultural lots in the revised preliminary plat brings this subdivision in compliance with City subdivision regulations.
 - Normally revisions in Preliminary Plats should first be reviewed by Planning Commission for recommendation, however in this instance, the revision of the Preliminary Plat is being recommended to correct a technical deficiency in the subdivision process that was discovered after Planning Commission approval. The southern properties will retain their current uses of single family residences or agriculture. A future change in those uses will require an additional revised Preliminary Plat that will need to be submitted to Planning Commission. Since the uses on the southern properties are not changing and the expansion of the Preliminary Plat from what was considered by Planning Commission is to correct a technical deficiency, Staff recommends substituting the expanded Preliminary Plat for Council consideration at this time without the necessity of going back through Planning Commission.

- Armstrong Building Permit
 - Christopher Armstrong was granted a building permit in 2006 to build a single family home on his tract.

The house was never built. As currently divided, his property does not meet the requirements for the grant of a building permit because it was subdivided outside of the platting process and does not meet the acreage requirements of A-2 zoning. With the approval of the preliminary plat for Park 7, Mr. Armstrong's parcel will be recognized on that Preliminary Plat, although an additional step in the development process of final platting is normally required to properly subdivide property.

- In addition, under the terms of the subject Agreement, Mr. Armstrong agrees to make application to rezone his property to A-1, or another zoning category, in order to achieve proper acreage requirements. If the future rezoning application is granted so that he meets the acreage requirement, the City, under the terms of the Agreement, agrees to then grant him a building permit for a single-family dwelling on his property, even though a final plat for this parcel has not been finalized.
- Also, the grant of such a building permit will not trigger the Recoupment Ordinance because a final plat for the parcel will not have been finalized. However, if Mr. Armstrong, or the other future owner of this property, chooses to final plat or to develop their property in a way that is inconsistent with its current uses within the fifteen year time of the Recoupment Ordinance, then they will be required to pay recoupment costs.
- Although consideration of a lot for potential rezoning and building permit purposes without requiring final platting is inconsistent with City subdivision regulations, the Agreement, if approved by Council, allows this exception in this instance based on this particular factual circumstance, considering recognition of the lot in the Preliminary Plat, and considering no change in current use without future final platting. Due to the specific factual circumstances in this matter, Council's approval of this exception by virtue of approval of this Agreement would not be considered precedent setting for future cases.
- Miscellaneous Items:
 - The City will pay up to \$13,375 for relocation of cattle fencing and cattle guards.
 - Water meters - the City will move two water meters previously installed by the Property Owners at no additional cost during the water line relocation portion of this project.
 - Top Soil - the Property Owners will have a first right of refusal as to any top soil removed from their property for this Project.

Approval of this Agreement will result in dismissal of the condemnation court cases with prejudice and will ensure the City has acquired the property it needs to access federal funds for the Cedar Lane Widening Project.

RECOMMENDATION: Staff recommends approval of Contract No. K-1314-42 and acceptance of the transfer of the right-of-way acquisitions as described in the subject Agreement and authorization for the City Manager to execute the necessary documents to effectuate these transfers. Upon approval, payment of the right of way costs to the three property owners as outlined above will also be authorized from Account No. 050-9079-431.60-01, Cedar Lane Widening Project Right of Way Acquisitions.

AGREEMENT FOR PROPERTY ACQUISITION

This Agreement for Property Acquisition is made this ___ day of August, 2013 by and between THE CITY OF NORMAN, OKLAHOMA, a municipal corporation (“City”), the MADOLE FAMILY REVOCABLE TRUST - MADOLE, WILEY R & BARBARA SUE - CO TRUSTEES, and CHRISTOPHER ARMSTRONG, and ARMSTRONG, JAMES ROBERT - REVOCABLE LIVING TRUST - TRUSTEE UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG, which are collectively herein referred to as “Parties”.

WITNESSETH:

WHEREAS, the City, by adoption of Resolution No. R-1112-60 on November 22, 2011, selected a roadway improvement project wholly located in the city limits of the City of Norman, Oklahoma and described as follows: (1) Widening and reconstruction of Cedar Lane Road, from 12th Avenue SE to 1/2 mile east of 24th Avenue SE., (2) New traffic signal at the intersection of Cedar Lane Road and 12th Avenue SE; and (3) Modification of the existing traffic signal at the intersection of Cedar Lane Road and Classen Boulevard (collectively “the Cedar Lane Project”); and

WHEREAS, on August 28, 2012, the citizens of Norman, Oklahoma approved a \$42.5 million bond project that includes eight major transportation and storm water projects, and included funding to construct the Cedar Lane Project; and

WHEREAS, the MADOLE FAMILY REVOCABLE TRUST-MADOLE, WILEY R & BARBARA SUE – CO-TRUSTEES, and CHRISTOPHER ARMSTRONG, and ARMSTRONG, JAMES ROBERT-REVOCABLE LIVING TRUST-TRUSTEE UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG, each separately own various tracts that collectively cover an area of approximately 68.61 acres of real property abutting Cedar Lane on the south and abutting 12th Avenue SE on the west, the “Development Property”; and

WHEREAS, the Cedar Lane Project necessitated the acquisition of an interest in portions of the Development Property for Public Roadway, Drainage and Utilities Easements, Utility Easements, and Temporary Construction Easements (collectively the “ROW”) from the MADOLE FAMILY REVOCABLE TRUST-MADOLE, WILEY R & BARBARA SUE – CO-TRUSTEES, and CHRISTOPHER ARMSTRONG, and ARMSTRONG, JAMES ROBERT-REVOCABLE LIVING TRUST-TRUSTEE UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG (collectively, the “Property Owners”); and

WHEREAS, the acquisition of the ROW for the Cedar Lane Project is necessary for public convenience and use; and

WHEREAS, the City has endeavored to purchase and acquire ROW from the Property Owners and offered to pay the Property Owners the fair, reasonable and just market value of the ROW based on independent review of the values of said ROW; and

WHEREAS, the City, by adoption of Resolution No. R-1213-141, authorized the City Attorney to institute eminent domain proceedings for condemnation of the ROW for a public purpose; and

WHEREAS, the City was unable to acquire the ROW from the Property Owners and filed the following eminent domain cases for condemnation in the Cleveland County District Court: *City of Norman vs. Wiley R. and Barbara Sue Madole (CJ-2013-779)*, *City of Norman vs. James R. Armstrong and Dorothy I. Madole-Armstrong (CJ-2013-778)*, and *City of Norman vs. Christopher Armstrong (CJ-2013-777)*; and

WHEREAS, the Parties to the litigation initiated by the City to acquire the ROW desire to resolve said litigation under the provisions of this settlement agreement that will culminate in the filing of a Dismissal with Prejudice of the cases now pending in the Cleveland County District Court, and

WHEREAS, the Parties acknowledge that there is a contract for the purchase and development of a portion of the Development Property (the "Park 7 Development") and that had the Development Property been subdivided prior to the declaration of the Recoupment Project, then only a small portion of the Park 7 Development would contain ROW to be acquired by the City as part of the Cedar Lane Project; and

WHEREAS, the Parties acknowledge that a Preliminary Plat for the Park 7 Development that was approved by the Planning Commission on June 13, 2013 (the "Park 7 Preliminary Plat"), and scheduled to be considered by City Council on August 13, 2013, proposes to subdivide only a portion of the Development Property; and

WHEREAS, the Parties desire to correct the deficiency in the Park 7 Preliminary Plat so that the Development Property can be properly subdivided in accordance with City Subdivision Ordinances; and

WHEREAS, if the Park 7 Preliminary Plat is approved and then subsequently a final plat is approved and filed of record in the Cleveland County Real Estate records, then the filing of such a final plat will result in the remaining parcels on the Development Property being less than forty acres thereby creating lots not properly subdivided in accordance with City Subdivision Ordinances; and

WHEREAS, the Parties desire to allow the equitable apportionment of Recoupment costs for the Development Property by taking into consideration the proposed Park 7 Preliminary Plat

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt

of which are hereby acknowledged, and as reflected in the attached exhibits, the parties hereby agree as follows:

I. Transfer of Property.

A. Property Owned by The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES

1. The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES agree to execute separate warranty deeds in favor of the City for the property identified in Exhibits A, C, and H.
2. The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES agree to execute separate Utility Easements in favor of the City for the property identified in Exhibits B, F, G, and J.
3. The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES agree to execute separate Temporary Construction Easements in favor of the City for the property identified in Exhibits D, E and I.

B. Property Owned by the JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG.

1. The JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG agree to execute separate warranty deeds in favor of the City for the property identified in Exhibits K and M.
2. The JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG agree to execute separate Utility Easements in favor of the City for the property identified in Exhibits L and N.

C. Property Owned by Christopher Armstrong.

1. Christopher Armstrong agrees to execute a warranty deed in favor of the City for the property identified in Exhibit O.

2. Christopher Armstrong agrees to execute a Utility Easement in favor of the City for the property identified in Exhibit P.

D. Timing for the Transfer of Property. Signed easements and warranty deeds as described in this section shall be delivered to the City contemporaneously with this Agreement for the City's approval, and contemporaneously with payment by the City of all amounts owed for the Transfer of Property.

E. The City acknowledges and agrees that the Transfer of Property is in an AS-IS, WHERE-IS, WITH ALL FAULTS condition and the sellers make no warranties express or implied about the condition of the property. In addition, the City agrees that the Transfer of Property is in lieu of condemnation and therefore the Sellers may treat the transaction as necessary for a 1031 or 1033 tax free exchange, with sellers allocating the payments as sellers' so choose as to each property being transferred by each seller.

II. Compensation.

A. Compensation for The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES

1. The property described in Exhibit A and Exhibit B will be donated to the City.

2. The total compensation for the acquisition of property described in Exhibits C through J is \$420,704.38.

B. Compensation for The JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG: The total compensation for the acquisition of property described in Exhibits K through N is \$49,063.82.

C. Compensation for Christopher Armstrong: The total compensation for the acquisition of property described in Exhibits O and P is \$20,212.50.

III. Recoupment.

A. Applicability of Recoupment Ordinance. The Parties agree that pursuant to Resolution No. R-1213-108 adopted by the City on June 11, 2013 declaring a Recoupment Project for the Recoupment Parcels identified in Exhibit Q and Section 16-603 of the Code of the City of Norman (the "Recoupment Ordinance"), costs paid under this Agreement as

compensation for the acquisition of property must be paid back to the City as particular tracts of the Development Property are subject to the filing of a final plat within the time frames established in the Recoupment Project. Provided however, that this provision, and the requirement to repay the recoupment shall not in any way apply to the actions of Christopher Armstrong in reinstating or applying for a building permit for the new single family dwelling on Christopher Armstrong's parcel prior to final platting.

- B. Pro-Rata Application. The Parties agree to a pro rata application of the Recoupment Ordinance on the terms and conditions described herein, based on the unique circumstance presented by the unique facts of this particular case.
- C. Preliminary Plat Correction. The Property Owners will submit to the City for Council's consideration on August 13, 2013, a substitute Preliminary Plat, in place of the Preliminary Plat for the Park 7 Development approved by the Planning Commission on June 13, 2013, that will contain all Development Property. The Substituted Preliminary Plat shall retain the current designation of use and zoning of such contiguous property.
- D. Pro-Rata Recoupment due with Final Plat of Park 7 Development. The Parties agree that prior to the filing of the final plat for the Park 7 Development, the total amount required to be paid related to ROW acquisition on a pro rata basis attributable to the Park 7 Development is \$82,925.10. The specific amount attributable to each Parcel identified on Exhibit Q is set forth below:
 - 1. Recoupment Parcel 13 (includes ROW identified in Exhibits A & B): The ROW associated with this Parcel is being donated pursuant to this Agreement and will thus not be included in the acquisition costs of the final Recoupment Resolution.
 - 2. Recoupment Parcel 1 (includes ROW identified in Exhibits C through G): The Park 7 Development contains 5.3% of Recoupment Parcel 1. Total compensation for acquisition of ROW contained in Recoupment Parcel 1 is \$334,455.58. Therefore, the amount due prior to the filing of the final plat for the Park 7 Development is: \$17,726.15.
 - 3. Recoupment Parcel 2 (includes ROW identified in Exhibits K through N): The Park 7 Development contains 58.1% of the property associated with Recoupment Parcel 2. Total compensation for the acquisition of ROW contained in Recoupment Parcel 2 is \$49,063.82. Therefore, the amount due

prior to the filing of the final plat for the Park 7 Development is \$28,506.08.

4. Recoupment Parcel 3 (includes ROW identified in Exhibits O and P): The Park 7 Development contains 29.2% of the property associated with Recoupment Parcel 3. Total compensation for the acquisition of ROW contained in Recoupment Parcel 3 is \$20,212.50. Therefore, the amount due prior to the filing of the final plat for the Park 7 Development is \$5,902.05.
 5. Recoupment Parcel 4 (includes ROW identified in Exhibits H through J): The Park 7 Development contains 35.7% of the property associated with Recoupment Parcel 4. Total compensation for the acquisition of ROW contained in Recoupment Parcel 4 is \$86,248.80. Therefore, the amount due prior to the filing of the final plat for the Park 7 Development is \$30,790.82.
- E. Remaining Recoupment Due Prior to Filing Additional Final Plat. The Parties agree that should any portion of the Development Property that is remaining after Park 7 Development is final platted be developed as defined by the Recoupment Ordinance within the time frame set forth in the Recoupment Ordinance, the remainder of the amounts paid by the City pursuant to this agreement for ROW shall be payable in full prior to the filing of said additional final plat. Provided however, that the requirement to repay ROW acquisition cost under the recoupment process shall not in any way apply to the actions of Christopher Armstrong in reinstating or applying for a building permit for the new single family dwelling on Christopher Armstrong's parcel prior to final platting.

IV. Other Items.

A. Zoning designation of remaining Parcels on Substituted Preliminary Plat

1. Within a reasonable time after Council consideration of the substituted Preliminary Plat containing the entirety of the Development Property, the Property Owners will submit an application to the City to rezone the remainder of parcels proposed by the Substitute Preliminary Plat (Recoupment Parcels 1, 2, 3, and 4 on Exhibit Q) to a zoning designation that will allow lots of the size shown on the substituted Preliminary Plat. Proper public notice of the proposed rezoning shall be provided as required under the City Zoning Ordinance.
2. Upon the successful re-zoning of the remainder of Recoupment Parcel 3 on Exhibit Q as shown in the substituted Preliminary

Plat, Christopher Armstrong will be allowed to renew Building Permit 05-0000892 with the City, recognizing that the building plans must comply with any changes in the City's adopted building code since the time of the original building permit application in 2005. The City recognizes and agrees that a driveway curb cut onto Cedar Lane from Parcel 3 will be provided with the submittal and approval of a building permit requesting the same after the property is properly zoned. The City agrees that no final plat must be filed or applied for, or completed, in order for Christopher Armstrong to proceed with the permitting and construction and occupancy of a new single family dwelling and curb cut on the applicable property, and that such actions shall not invoke the requirement to repay the recoupment amounts as they affect Christopher Armstrong's property. Once the property is preliminarily platted through the Park 7 actions, and then rezoned subsequently, the City will allow Christopher Armstrong to proceed to single family dwelling permitting and construction and occupancy, without any further final platting or recoupment actions or payments required.

B. Fencing and Cattle Guards: The City will notify the Property Owners at least thirty (30) days prior to any construction that requires the removal of any fence or cattle guards. Following notification by City, Property Owners shall promptly provide City with fencing or cattle guard replacement plan that, in the opinion of the Property Owners, shall minimize interruption of ongoing cattle operations on the property. If City disagrees with the fencing and cattle guard replacement plan, then the Property Owners will be notified promptly to resolve concerns. If the City's concerns regarding the proposed fencing or cattle guard plan cannot be resolved, or if the Property Owners opt to perform the fence or cattle guard replacement, the City will pay the Property Owners for actual costs associated with fence removal and replacement as made necessary by the Project up to \$13,375, provided proper receipts or invoices are provided to the City documenting said costs.

C. Water Meters

1. The Parties agree that if the water meter located on property identified as Recoupment Parcel 1 on Exhibit Q is required to be relocated for construction of the Project, it will be relocated and reconnected and continue to be available for use by Wiley and Barbara Sue Madole, without any additional payment or fees or installation after project completion.

2. The Parties agree that the water meter located on property identified as Recoupment Parcel 4 on Exhibit Q will be relocated by the City to a location in front of the residence on said property and connected and available for use by the Property Owners, without any additional payment or fees or installation by the Property Owners after project completion.
- D. Top Soil: The Property Owners desire to have the opportunity to take possession of any top soil that may be removed from the Property for the Project. The City agrees to allow the Property Owners the first right of refusal as to any top soil that may be removed from the Property for the Project. Upon notification that top soil will become available, the Property Owners must notify the City within forty-eight (48) hours of the desire to take the topsoil, otherwise the City will be free to dispose of the topsoil as it sees fit.
- E. Dismissal of Pending Litigation: The Parties agree that upon approval of this Agreement by the Parties and execution and delivery to the City of the easements and warranty deeds by the Property Owners, the Parties will submit to the District Court in each aforementioned condemnation case a Joint Journal Entry of Dismissal with Prejudice dismissing all claims and counter-claims alleged by the Parties.
- F. Entire Agreement: All matters contained in this Agreement have been negotiated and agreed upon as stated herein. The terms and conditions in this Agreement represent the full and complete understanding between the Parties and shall supersede any other documents or conversations to the contrary.

Property Acquisition Agreement
Madole / Armstrong / City of Norman
Cedar Lane Project

IN WITNESS WHEREOF, the City, the MADOLE FAMILY REV TRT-MADOLE, WILEY R & BARBARA SUE CO-TRUSTEES, and CHRISTOPHER ARMSTRONG, and ARMSTRONG, JAMES ROBERT-REV LIV TRT-TRTEE UND 1/2 INT, and DOROTHY ARMSTRONG, as Parties to this Agreement, have caused this Agreement to be duly executed and delivered as of the date first above written.

THE CITY OF NORMAN, OKLAHOMA

By: _____
Name: Cindy Rosenthal
Title: Mayor

By: _____
Name: Brenda Hall
Title: City Clerk
(SEAL)

Reviewed and approved by:

City Attorney _____
Date

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Property Acquisition Agreement
Madole / Armstrong / City of Norman
Cedar Lane Project

The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND
BARBARA SUE MADOLE, CO-TRUSTEES

Wiley Madole – Co-Trustee

Barbara Sue Madole – Co-Trustee

The JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES
ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY

James Robert Armstrong Trustee

Dorothy I. Armstrong

CHRISTOPHER ARMSTRONG

Christopher Armstrong

Reviewed and approved by:

Sean Rieger, Attorney for Property Owners

Date

Exhibit A

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 657.47 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'03" East along the West line of said SW 1/4 a distance of 100.71 feet, THENCE South 89°46'57" East a distance of 50.00 feet, THENCE South 00°13'03" West parallel with the West line of said SW 1/4, a distance of 99.96 feet, THENCE South 89°21'13" West a distance of 50.00 feet to the POINT OF BEGINNING. Containing 1701.50 sq. ft. or 0.04 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

Exhibit B

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 657.47 feet; THENCE North 89°21'13" East a distance of 50.00 feet to the POINT OF BEGINNING; THENCE North 00°13'03" East and parallel with the West line of said SW 1/4 a distance of 99.96 feet; THENCE South 01°44'55" East a distance of 99.97 feet; THENCE South 89°21'13" West a distance of 3.43 feet to the POINT OF BEGINNING. Containing 168.26 sq. ft. or 0.004 acres, more or less.

Exhibit C

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

BEGINNING at the Southwest corner of said SW 1/4, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 657.47 feet; THENCE North 89°21'13" East a distance of 50.00 feet; THENCE South 00°13'03" West parallel with the West line of said SW 1/4, a distance of 552.47 feet; THENCE South 45°12'41" East a distance of 63.17 feet; THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 176.91 feet; THENCE South 79°19'38" East a distance of 50.99 feet; THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 341.00 feet; THENCE South 00°13'36" West a distance of 50.00 feet to a point on the South line of said SW 1/4; THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 663.06 to the POINT OF BEGINNING.

Containing 24520.50 sq. ft. or 0.56 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

Exhibit D

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 105.76 feet, THENCE South 89°46'57" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE North 00°13'03" East parallel with the West line of said SW 1/4, a distance of 14.04 feet, THENCE South 45°12'41" East a distance of 82.87 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 14.04 feet, THENCE North 45°12'41" West a distance of 63.17 feet to the POINT OF BEGINNING. Containing 730.21 sq. ft. or 0.02 acres, more or less.

Exhibit E

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 341.03 feet, THENCE South 89°46'57" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE North 00°13'03" East parallel with the West line of said SW 1/4, a distance of 50.00 feet, THENCE South 89°46'57" East a distance of 10.00 feet, THENCE South 00°13'03" West parallel with the West line of said SW 1/4, a distance of 50.00 feet, THENCE North 89°46'57" West a distance of 10.00 feet to the POINT OF BEGINNING. Containing 499.34 sq. ft. or 0.01 acres, more or less.

Exhibit F

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW $\frac{1}{4}$, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 663.06 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 341.00 feet, THENCE North 79°19'38" West a distance of 50.99 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 391.15 feet, THENCE South 00°13'36" West a distance of 10.00 feet to the POINT OF BEGINNING. Containing 3660.78 sq. ft. or 0.08 acres, more or less.

Exhibit G

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4; THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 119.79 feet; THENCE South 89°46'57" East a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE North 00°13'03" East parallel with the West line of said SW 1/4, a distance of 538.43 feet; THENCE North 89°21'13" East a distance of 3.43 feet; THENCE South 01°44'55" East a distance of 561.16 feet; THENCE North 45°12'41" West a distance of 31.84 feet to the POINT OF BEGINNING. Containing 7,050.36 sq. ft. or 0.16 acres, more or less.

Exhibit H

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southeast corner of said SW ¼, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 44.28 feet to the POINT OF BEGINNING, said point being on the West Right-of-Way line of the AT&SF Railroad, THENCE continuing South 89°21'46" West along the South line of said SW 1/4 a distance of 1100.04 feet, THENCE North 00°13'36" East a distance of 50.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 1073.67 feet to a point on the West Right-of-Way line of the AT&SF Railroad, THENCE South 27°45'53" East along the West Right-of-Way line of the AT&SF Railroad, a distance of 56.19 feet to the POINT OF BEGINNING. Containing 18327.76 sq. ft. or 0.42 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

Exhibit I

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southeast corner of said SW ¼, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 44.28 feet to a point on the West Right-of-Way line of the AT&SF Railroad, THENCE North 27°45'53" West along the West Right-of-Way line of the AT&SF Railroad, a distance of 56.19 feet to the POINT OF BEGINNING, THENCE South 89°21'46" West parallel with the South line of said SW 1/4 a distance of 185.02 feet, THENCE North 00°38'14" West a distance of 15.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 101.38 feet,

THENCE North 00°38'14" West a distance of 115.07 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 17.01 feet to a point on the West Right-of-Way line of the AT&SF Railroad, THENCE South 27°45'53" East along the West Right-of-Way line of the AT&SF Railroad, a distance of 39.45 feet, THENCE South 00°38'14" East a distance of 74.95 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 38.40 feet to a point on the West Right-of-Way line of the AT&SF Railroad, THENCE South 27°45'53" East along the West Right-of-Way line of the AT&SF Railroad, a distance of 22.47 feet to the POINT OF BEGINNING.

Containing 6627.32 sq. ft. or 0.15 acres, more or less.

Exhibit J

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southeast corner of said SW 1/4, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 1144.32 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'36" East a distance of 10.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4 a distance of 888.50 feet, THENCE South 00°38'14" East a distance of 10.00 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4 a distance of 888.65 feet to the POINT OF BEGINNING.

Containing 8885.70 sq. ft. or 0.20 acres, more or less.

Exhibit K

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 663.06 feet to the POINT OF BEGINNING, THENCE North 00°13'36" East a distance of 50.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 356.85 feet, THENCE South 00°13'36" West to a point on the South line of said SW 1/4, a distance of 50.00 feet, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 356.85 feet to the POINT OF BEGINNING.

Containing 6066.45 sq. ft. or 0.14 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

Exhibit L

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 663.06 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'36" East a distance of 10.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 356.85 feet, THENCE South 00°13'36" West a distance of 10.00 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 356.85 feet to the POINT OF BEGINNING.

Containing 3568.50 sq. ft. or .08 acres, more or less.

Exhibit M

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 1269.91 feet to the POINT OF BEGINNING, THENCE North 00°13'36" East a distance of 50.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 250.00 feet, THENCE South 00°13'36" West to a point on the South line of said SW 1/4, a distance of 50.00 feet, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 4250.00 sq. ft. or 0.10 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

Exhibit N

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 1269.91 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'36" East a distance of 10.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 250.00 feet, THENCE South 00°13'36" West a distance of 10.00 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 2500.00 sq. ft. or 0.06 acres, more or less.

Exhibit O

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 1019.91 feet to the POINT OF BEGINNING, THENCE North 00°13'36" East a distance of 50.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 250.00 feet, THENCE South 00°13'36" West to a point on the South line of said SW 1/4, a distance of 50.00 feet, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 4250.00 sq. ft. or 0.10 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

Exhibit P

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 1019.91 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'36" East a distance of 10.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 250.00 feet, THENCE South 00°13'36" West a distance of 10.00 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 2500.00 sq. ft. or 0.06 acres, more or less.

Property Acquisition Agreement
Madole / Armstrong / City of Norman
Cedar Lane Project

EXHIBIT Q

CEDAR LANE ROAD WIDENING PROJECT
RECOUPMENT PARCELS

BNSF RR

7 Wiley R. & Barbara Sue Madole

6 James Robert Armstrong & Dorothy Inez Madole-Armstrong

5 Christopher Armstrong

4 James Robert Armstrong & Dorothy Inez Madole-Armstrong

3 Wiley R. & Barbara Sue Madole

2 Wiley R. & Barbara Sue Madole

CEDAR LANE RD

19 Cedar Lane, LLC

22 Cedar Lane, LLC

Parcel No: 2.1
Project No:
J/P No: 29261(04)

UTILITY EASEMENT

Know all men by these presents:

That _____, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described premises situated in the City of Norman, Cleveland County, Oklahoma, to wit: A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 657.47 feet; THENCE North 89°21'13" East a distance of 50.00 feet to the POINT OF BEGINNING; THENCE North 00°13'03" East and parallel with the West line of said SW 1/4 a distance of 99.96 feet; THENCE South 01°44'55" East a distance of 99.97 feet; THENCE South 89°21'13" West a distance of 3.43 feet to the POINT OF BEGINNING. Containing 168.26 sq. ft. or 0.004 acres, more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a utility.

UTILITY EASEMENT

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

Signed and delivered this _____ day of _____, 20__.

(OWNER NAME) by:

The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES

Wiley Madole – Co-Trustee

Barbara Sue Madole – Co-Trustee

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

Parcel No: 3.1
Project No:
J/P No: 29261(04)

TEMPORARY CONSTRUCTION EASEMENT

Know all men by these presents:

That _____, of Cleveland County, State of Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and, valuable consideration, has/have this day sold to the City of Norman, a temporary easement over the following described land to wit: A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 105.76 feet, THENCE South 89°46'57" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE North 00°13'03" East parallel with the West line of said SW 1/4, a distance of 14.04 feet, THENCE South 45°12'41" East a distance of 82.87 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 14.04 feet, THENCE North 45°12'41" West a distance of 63.17 feet to the POINT OF BEGINNING. Containing 730.21 sq. ft. or 0.02 acres, more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public roadway, drainage structure or utility.

The sole purpose of this easement is to grant to the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of construction of the project.

TEMPORARY CONSTRUCTION EASEMENT

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

Signed and delivered this _____ day of _____, 20__.

The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES by:

Wiley Madole – Co-Trustee

Barbara Sue Madole – Co-Trustee

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

Parcel No: 3.2
Project No:
J/P No: 29261(04)

TEMPORARY CONSTRUCTION EASEMENT

Know all men by these presents:

That _____, of Cleveland County, State of Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and, valuable consideration, has/have this day sold to the City of Norman, a temporary easement over the following described land to wit:
A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 341.03 feet, THENCE South 89°46'57" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE North 00°13'03" East parallel with the West line of said SW 1/4, a distance of 50.00 feet, THENCE South 89°46'57" East a distance of 10.00 feet, THENCE South 00°13'03" West parallel with the West line of said SW 1/4, a distance of 50.00 feet, THENCE North 89°46'57" West a distance of 10.00 feet to the POINT OF BEGINNING. Containing 499.34 sq. ft. or 0.01 acres, more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public roadway, drainage structure or utility.

The sole purpose of this easement is to grant to the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of construction of the project.

TEMPORARY CONSTRUCTION EASEMENT

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

Signed and delivered this _____ day of _____, 20__.

The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES by:

Wiley Madole – Co-Trustee

Barbara Sue Madole – Co-Trustee

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

Parcel No: 3.3
Project No:
J/P No: 29261(04)

UTILITY EASEMENT

Know all men by these presents:

That _____, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described premises situated in the City of Norman, Cleveland County, Oklahoma, to wit: A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 663.06 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 341.00 feet, THENCE North 79°19'38" West a distance of 50.99 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 391.15 feet, THENCE South 00°13'36" West a distance of 10.00 feet to the POINT OF BEGINNING. Containing 3660.78 sq. ft. or 0.08 acres, more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a utility.

UTILITY EASEMENT

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

Signed and delivered this _____ day of _____, 20__.

The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES by:

Wiley Madole – Co-Trustee

Barbara Sue Madole – Co-Trustee

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

Parcel No: 3.4
Project No:
J/P No: 29261(04)

UTILITY EASEMENT

Know all men by these presents:

That _____, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4; THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 119.79 feet; THENCE South 89°46'57" East a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE North 00°13'03" East parallel with the West line of said SW 1/4, a distance of 538.43 feet; THENCE North 89°21'13" East a distance of 3.43 feet; THENCE South 01°44'55" East a distance of 561.16 feet; THENCE North 45°12'41" West a distance of 31.84 feet to the POINT OF BEGINNING. Containing 7,050.36 sq. ft. or 0.16 acres, more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a utility.

UTILITY EASEMENT

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

Signed and delivered this _____ day of _____, 20__.

The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES by:

Wiley Madole – Co-Trustee

Barbara Sue Madole – Co-Trustee

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

Parcel No: 4.1
Project No:
J/P No: 29261(04)

UTILITY EASEMENT

Know all men by these presents:

That _____, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described premises situated in the City of Norman, Cleveland County, Oklahoma, to wit: A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 663.06 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'36" East a distance of 10.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 356.85 feet, THENCE South 00°13'36" West a distance of 10.00 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 356.85 feet to the POINT OF BEGINNING. Containing 3568.50 sq. ft. or .08 acres, more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a utility.

UTILITY EASEMENT

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

Signed and delivered this _____ day of _____, 20__.

The JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY by:

James Robert Armstrong Trustee

Dorothy I. Armstrong

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

Parcel No: 5.1
Project No:
J/P No: 29261(04)

UTILITY EASEMENT

Know all men by these presents:

That _____, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described premises situated in the City of Norman, Cleveland County, Oklahoma, to wit: A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 1019.91 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'36" East a distance of 10.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 250.00 feet, THENCE South 00°13'36" West a distance of 10.00 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 250.00 feet to the POINT OF BEGINNING. Containing 2500.00 sq. ft. or 0.06 acres, more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a utility.

UTILITY EASEMENT

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

Signed and delivered this _____ day of _____, 20__.

(OWNER NAME) by:

_____ Title

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

Parcel No: 6.1
Project No:
J/P No: 29261(04)

UTILITY EASEMENT

Know all men by these presents:

That _____, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described premises situated in the City of Norman, Cleveland County, Oklahoma, to wit: A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 1269.91 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'36" East a distance of 10.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 250.00 feet, THENCE South 00°13'36" West a distance of 10.00 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 250.00 feet to the POINT OF BEGINNING. Containing 2500.00 sq. ft. or 0.06 acres, more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a utility.

UTILITY EASEMENT

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

Signed and delivered this _____ day of _____, 20__.

The JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY by:

James Robert Armstrong Trustee

Dorothy I. Armstrong

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

Parcel No: 7.1
Project No:
J/P No: 29261(04)

TEMPORARY CONSTRUCTION EASEMENT

Know all men by these presents:

That _____, of Cleveland County, State of Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and, valuable consideration, has/have this day sold to the City of Norman, a temporary easement over the following described land to wit:
A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

SEE ATTACHMENT EXHIBIT "A"

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public roadway, drainage structure or utility.

The sole purpose of this easement is to grant to the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of construction of the project.

TEMPORARY CONSTRUCTION EASEMENT

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

Signed and delivered this _____ day of _____, 20__.

The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES by:

Wiley Madole – Co-Trustee

Barbara Sue Madole – Co-Trustee

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

Exhibit "A"

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southeast corner of said SW 1/4;

THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 44.28 feet to a point on the West Right-of-Way line of the AT&SF Railroad;

THENCE North 27°45'53" West along the West Right-of-Way line of the AT&SF Railroad, a distance of 56.19 feet to the POINT OF BEGINNING;

THENCE South 89°21'46" West parallel with the South line of said SW 1/4 a distance of 185.02 feet;

THENCE North 00°38'14" West a distance of 15.00 feet;

THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 101.38 feet;

THENCE North 00°38'14" West a distance of 115.07 feet;

THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 17.01 feet to a point on the West Right-of-Way line of the AT&SF Railroad;

THENCE South 27°45'53" East along the West Right-of-Way line of the AT&SF Railroad, a distance of 39.45 feet;

THENCE South 00°38'14" East a distance of 74.95 feet;

THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 38.40 feet to a point on the West Right-of-Way line of the AT&SF Railroad;

THENCE South 27°45'53" East along the West Right-of-Way line of the AT&SF Railroad, a distance of 22.47 feet to the POINT OF BEGINNING.

Containing 6627.32 sq. ft. or 0.15 acres, more or less.

Parcel No: 7.2
Project No:
J/P No: 29261(04)

UTILITY EASEMENT

Know all men by these presents:

That _____, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described premises situated in the City of Norman, Cleveland County, Oklahoma, to wit: A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southeast corner of said SW 1/4, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 1144.32 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'36" East a distance of 10.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4 a distance of 888.50 feet, THENCE South 00°38'14" East a distance of 10.00 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4 a distance of 888.65 feet to the POINT OF BEGINNING. Containing 8885.70 sq. ft. or 0.20 acres, more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a utility.

UTILITY EASEMENT

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

Signed and delivered this _____ day of _____, 20__.

The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES by:

Wiley Madole – Co-Trustee

Barbara Sue Madole – Co-Trustee

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Wiley R. and Barbara S. Madole, in consideration of the sum of TEN DOLLARS (\$ 10.00), receipt of which is hereby acknowledged, and for and upon other good and valuable consideration do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation of Cleveland County, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit::

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 657.47 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'03" East along the West line of said SW 1/4 a distance of 100.71 feet, THENCE South 89°46'57" East a distance of 50.00 feet, THENCE South 00°13'03" West parallel with the West line of said SW 1/4, a distance of 99.96 feet, THENCE South 89°21'13" West a distance of 50.00 feet to the POINT OF BEGINNING. Containing 1701.50 sq. ft. or 0.04 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present roadway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said City of Norman, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the City of Norman.

Signed and delivered this ____ day of _____, 2013.

The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES

Wiley Madole – Co-Trustee

Barbara Sue Madole – Co-Trustee

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2013, personally appeared Wiley R. and Barbara S. Madole, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 2013.

City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 2013.

ATTEST: _____
Mayor

City Clerk

SEAL:

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Wiley R. and Barbara S. Madole, in consideration of the sum of TEN DOLLARS (\$ 10.00), receipt of which is hereby acknowledged, and for and upon other good and valuable consideration do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation of Cleveland County, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

BEGINNING at the Southwest corner of said SW 1/4, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 657.47 feet; THENCE North 89°21'13" East a distance of 50.00 feet; THENCE South 00°13'03" West parallel with the West line of said SW 1/4, a distance of 552.47 feet; THENCE South 45°12'41" East a distance of 63.17 feet; THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 176.91 feet; THENCE South 79°19'38" East a distance of 50.99 feet; THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 341.00 feet; THENCE South 00°13'36" West a distance of 50.00 feet to a point on the South line of said SW 1/4; THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 663.06 to the POINT OF BEGINNING. Containing 24520.50 sq. ft. or 0.56 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said City of Norman, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the City of Norman.

Signed and delivered this ____ day of _____, 2013.

The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES

Wiley Madole – Co-Trustee

Barbara Sue Madole – Co-Trustee

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2013, personally appeared Wiley R. and Barbara S. Madole, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 2013.

City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 2013.

ATTEST: _____ Mayor

City Clerk

SEAL:

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT James R. Armstrong and Dorothy I. Madole-Armstrong, in consideration of the sum of TEN DOLLARS (\$ 10.00), receipt of which is hereby acknowledged, and for and upon other good and valuable consideration do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation of Cleveland County, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 663.06 feet to the POINT OF BEGINNING, THENCE North 00°13'36" East a distance of 50.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 356.85 feet, THENCE South 00°13'36" West to a point on the South line of said SW 1/4, a distance of 50.00 feet, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 356.85 feet to the POINT OF BEGINNING. Containing 6066.45 sq. ft. or 0.14 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present roadway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said City of Norman, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the City of Norman.

Signed and delivered this ____ day of _____, 2013.

The JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY by:

James Robert Armstrong Trustee

Dorothy I. Armstrong

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2013, personally appeared James R. Armstrong and Dorothy I. Madole-Armstrong, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 2013.

City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 2013.

ATTEST:

Mayor

City Clerk

SEAL:

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Christopher Armstrong, in consideration of the sum of TEN DOLLARS (\$ 10.00), receipt of which is hereby acknowledged, and for and upon other good and valuable consideration do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation of Cleveland County, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 1019.91 feet to the POINT OF BEGINNING, THENCE North 00°13'36" East a distance of 50.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 250.00 feet, THENCE South 00°13'36" West to a point on the South line of said SW 1/4, a distance of 50.00 feet, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 250.00 feet to the POINT OF BEGINNING. Containing 4250.00 sq. ft. or 0.10 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present roadway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said City of Norman, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the City of Norman.

Signed and delivered this ____ day of _____, 2013.

Christopher Armstrong

By: _____
Name: _____
Title: _____

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2013, personally appeared Christopher Armstrong, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this ____ day of _____, 2013.

City Attorney

Approved and accepted by the Council of the City of Norman, this ____ day of _____, 2013.

ATTEST: _____ Mayor

City Clerk
SEAL:

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT James R. Armstrong and Dorothy I. Madole-Armstrong, in consideration of the sum of TEN DOLLARS (\$ 10.00), receipt of which is hereby acknowledged, and for and upon other good and valuable consideration do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation of Cleveland County, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:.

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 1269.91 feet to the POINT OF BEGINNING, THENCE North 00°13'36" East a distance of 50.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 250.00 feet, THENCE South 00°13'36" West to a point on the South line of said SW 1/4, a distance of 50.00 feet, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 250.00 feet to the POINT OF BEGINNING. Containing 4250.00 sq. ft. or 0.10 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said City of Norman, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the City of Norman.

Signed and delivered this ____ day of _____, 2013.

The JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY by:

James Robert Armstrong Trustee

Dorothy I. Armstrong

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2013, personally appeared James R. Armstrong and Dorothy I. Madole-Armstrong, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this ____ day of _____, 2013.

City Attorney

Approved and accepted by the Council of the City of Norman, this ____ day of _____, 2013.

ATTEST: _____ Mayor

City Clerk

SEAL:

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Wiley R. and Barbara S. Madole, in consideration of the sum of TEN DOLLARS (\$ 10.00), receipt of which is hereby acknowledged, and for and upon other good and valuable consideration do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation of Cleveland County, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southeast corner of said SW 1/4, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 44.28 feet to the POINT OF BEGINNING, said point being on the West Right-of-Way line of the AT&SF Railroad, THENCE continuing South 89°21'46" West along the South line of said SW 1/4 a distance of 1100.04 feet, THENCE North 00°13'36" East a distance of 50.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 1073.67 feet to a point on the West Right-of-Way line of the AT&SF Railroad, THENCE South 27°45'53" East along the West Right-of-Way line of the AT&SF Railroad, a distance of 56.19 feet to the POINT OF BEGINNING. Containing 18327.76 sq. ft. or 0.42 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present roadway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said City of Norman, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the City of Norman.

Signed and delivered this ____ day of _____, 2013.

The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES

Wiley Madole – Co-Trustee

Barbara Sue Madole – Co-Trustee

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2013, personally appeared Wiley R. and Barbara S. Madole, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 2013.

City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 2013.

ATTEST:

Mayor

City Clerk
SEAL:



City of Norman, OK

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

Master

File Number: R-1314-23

File ID: R-1314-23	Type: Resolution	Status: Consent Item
Version: 2	Reference: Item No. 30	In Control: City Council
Department: Legal Department	Cost:	File Created: 08/08/2013
File Name: Resolution declaring Boydview Park abandoned		Final Action:

Title: RESOLUTION NO. R-1314-23: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING CERTAIN REAL PROPERTY KNOWN AS BOYD VIEW PARK AS UNSUITABLE FOR USE AS A PARK AND DECLARING SUCH USE TO BE ABANDONED.

Notes: ACTION NEEDED: Motion to adopt or reject Resolution No. R-1314-23.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 30

Attachments: Text File Boyd View, Resolution No. R-1314-23, Map R-1314-23, Easements R-1314-23, Deed R-1314-23

Project Manager: Leah Messner, Assistant City Attorney

Entered by: denise.johnson@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-1314-23

Body

BACKGROUND: The City of Norman is currently in the process of acquiring right-of-way necessary for the widening of Cedar Lane Road, one of the 2012 Bond Projects. III Moore Properties, LTD ("III Moore") owns a parcel of property along Cedar Lane Road, east of the BSNF railroad tracks, near the intersection of Highway 77. For the project, the City of Norman needs to acquire five parcels from III Moore - permanent right-of-way, a temporary construction easement, two permanent drainage easements, and a permanent driveway easement. III Moore has offered to donate to the City parcels needed for the Cedar Lane Widening Project.

One motivation for III Moore's willingness to donate the Cedar Lane Widening Project parcels is their interest in acquiring City property adjacent to other property that they own south of Lindsey Street. The property III Moore is interested in is 2.13 acres of City-owned property, the Boyd View Property, near the intersection of Lindsey Street and Classen Boulevard. III Moore is interested in combining the Boyd View Property with their current ownership to create a more marketable property for future development. If the property were to be deeded to them, III Moore is willing to reserve a majority of the deeded property to be used as open space, storm water detention, and/or park type amenities that will be accessible for use by the adjacent neighborhood. This commitment for open space and park type amenities would be guaranteed by a deed restriction when the

property is transferred.

In 1963, as part of the Boyd View Estates Plat, the Boyd View Property was dedicated as "public" on the plat. The practice at this time was to dedicate land as "public" to relieve the requirement for a developer to improve adjacent arterial streets. In 1985, the Boyd View Property was incorporated into the Land Use Plan as "parkland". However, the current Park Master Plan does not recommend the Boyd View Property for any improvements because of site issues of limited accessibility, visibility, and lack of on-street parking. In its current state, the Boyd View Property is a functioning drainage channel. The Parks Board, at their August 1, 2013 meeting, considered the idea of transferring property that the City has no plans to develop with a deed restriction to provide privately owned, but publicly accessible, open space upon future development. The Parks Board endorsed the concept by vote of a five in favor and two opposed.

DISCUSSION: If Council desires to proceed with this concept, then two actions will be required. The first action is consideration and approval of Resolution R-1314-23. The second action is consideration and approval of Contract No. K-1314-43 regarding Property Acquisition for the Cedar Lane Widening Project.

Approval of Resolution R-1314-23 is necessary to clearly state Council intention to not use the Boyd View Property as a public park to clear up any issue regarding such a use, since the Boyd View Property has been included in the City's Land Use and Transportation Plan since 1985, and is currently identified as a public parkland in the City's current Parks Master Plan.

Municipalities own property in one of two capacities. The property is owned for use by the municipal corporation as an entity or it held for the public use and benefit of its citizens.

There is a clear distinction, recognized by practically all authorities, between property purchased and held by municipal corporations for the use of the corporation as an entity, and that purchased and held by such corporation for the public use and benefit of its citizens. In other words, its title to and power of disposition of property acquired for strictly corporate uses and purposes are different from its title to and power of disposition of property acquired for and actually dedicated to the public use of its inhabitants. As to the former class the power of the corporation to dispose of it is unquestioned. The rule is different as to the latter class. It is only when the public use has been abandoned, or the property has become unsuitable or inadequate for the purpose to which it was dedicated, that a power of disposition is recognized in the corporation. *City Nat. Bank of Ft. Smith, Ark. v. Inc. Town of Kiowa*, 1924 OK 898, 104 Okla. 161, 230 P. 894, 897.

Because the Boyd View Property was dedicated to the public as part of the 1963 platting, it is owned by the City of Norman for the public use and benefit of its citizens. Under the Agreement to transfer the Boyd View Property, a significant portion of the property will continue to be used for drainage purposes, via reserved drainage easement, for public use and benefit. However, with the drainage easement, the developer plans to consider an underground drainage pipe in order that the land surface could be converted to more usable open space or park like amenities. The title to the property will be held by the developer and the surface will be available for use in the private development.

As noted above, even though not noted on the 1963 Plat, because the Boyd View Property has been designated as Parkland in the Land Use and Transportation Plan and the Parks Master Plan, out of an abundance of caution, it is recommended that in order for it to be deeded to Ill Moore the City Council must declare the property to be abandoned or unsuitable for the purpose for which it was designated. As the Parks Master Plan suggests, the Boyd View Parkland is unlikely to ever be developed as a City of Norman park. For that reason, the Boyd View Parkland meets the legal requirement of unsuitability or inadequacy for that use.

The City of Norman may declare the public use of the Boyd View Property as parkland to be abandoned via Resolution. The attached Resolution, R-1314-23, accomplishes that. It recites the history of the Boyd View Property as discussed above and acknowledges the City of Norman's desire to retain a drainage easement across the property in order to ensure continued functioning of the drainage in this area. If approved, the Boyd View Property will be abandoned for use as a park, and the City will be in a position to deed the property to Ill Moore if a settlement as to the Cedar Lane right-of-way can be reached.

Even if City Council declares the Boyd View Property as abandoned, the proposed deed restriction and limitation in the Resolution regarding the public drainage easement, serve to ensure that the property retains

public functions. III Moore and any successive buyers will be required to provide a majority of the deeded property as open space and provide park like amenities. And the City of Norman will maintain a public drainage easement, with accompanying right to maintain and service the easement, to continue to solve storm water and drainage issues in the area.

STAFF RECOMMENDATION: The City Attorney's Office recommends approval of Resolution R-1314-23 if City Council desires to abandon the use of Boyd View Property as a park in light of the difficulties of development of a park in this location, and the possibility, through deed restriction, of requiring the future developer to provide private opens space and park like amenities that will be accessible to the public, and particularly the adjacent Boyd View neighborhood. This approach provided additional opens space and park like amenities accessible to the adjacent Boyd View neighborhood that would not otherwise developed or provided by the City under the City's Parks Master Plan. The Parks Board endorsed this concept.

In addition, with this arrangement for transfer of the Boyd View Property, III Moore, is willing to donate the necessary right-of-way for the Cedar Lane Widening Project that is currently owned by them. That right of way is valued between \$174,200 and \$224,337. City Staff will be available to answer additional questions you may have.

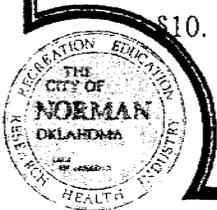
Resolution

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA DECLARING CERTAIN REAL PROPERTY KNOWN AS BOYD VIEW PARK AS UNSUITABLE FOR USE AS A PARK AND DECLARING SUCH USE TO BE ABANDONED.

- § 1. WHEREAS, approximately 2.2 acres in the vicinity of Classen and Lindsey Street was designated as “public” with the development of Boyd View Estates in 1963 prior to implementation of the City’s mandatory parkland dedication requirements and during a time in which the practice was to dedicate land as “public” in lieu of making otherwise required improvements to adjacent arterial streets; and
- § 2. WHEREAS, this “public” land on the Boyd View Estates plat was later designated as Boyd View Park on the City’s land use plan (“Boyd View Property”); and
- § 3. WHEREAS, although the Boyd View Property is shown to be parkland on the City’s land use plan, it is zoned A-2, Rural Agricultural District; and
- § 4. WHEREAS, the Boyd View Property consists of a large drainage channel and has never been utilized as a park; and
- § 5. WHEREAS, by virtue of its designation as Parkland in the City’s 2025 Land Use and Transportation Plan, the Boyd View Property was included in The Norman Parks & Recreation Master Plan; and
- § 6. WHEREAS, the Norman Parks and Recreation Master Plan recognized that the Boyd View Property was limited for park use because of its inaccessibility, limited visibility and lack of on-street parking and recommended no significant improvements on this property; and
- § 7. WHEREAS, based on the assessment in the Norman Parks and Recreation Master Plan of the Boyd View Property, the City believes that the property is appropriate and suitable for a drainage channel, but is unsuitable for public parkland; and
- § 8. WHEREAS, the City desires to retain an easement for drainage purposes on the Boyd View Property to continue the current use by the City; and

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

- § 9. That the Council of the City of Norman, Oklahoma declares the real property described in Exhibit A and known as Boyd View Property to be unsuitable for use a public park; and
- § 10. That the Council of the City of Norman, Oklahoma declares use of the Boyd View Property for park purposes to be abandoned; and



§11. That the Council of the City of Norman, Oklahoma recognizes the appropriateness of use of a part of Boyd View Property for drainage purposes and expresses its intent to retain an appropriate drainage easement if and when the Boyd View Property is transferred to private ownership.

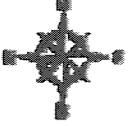
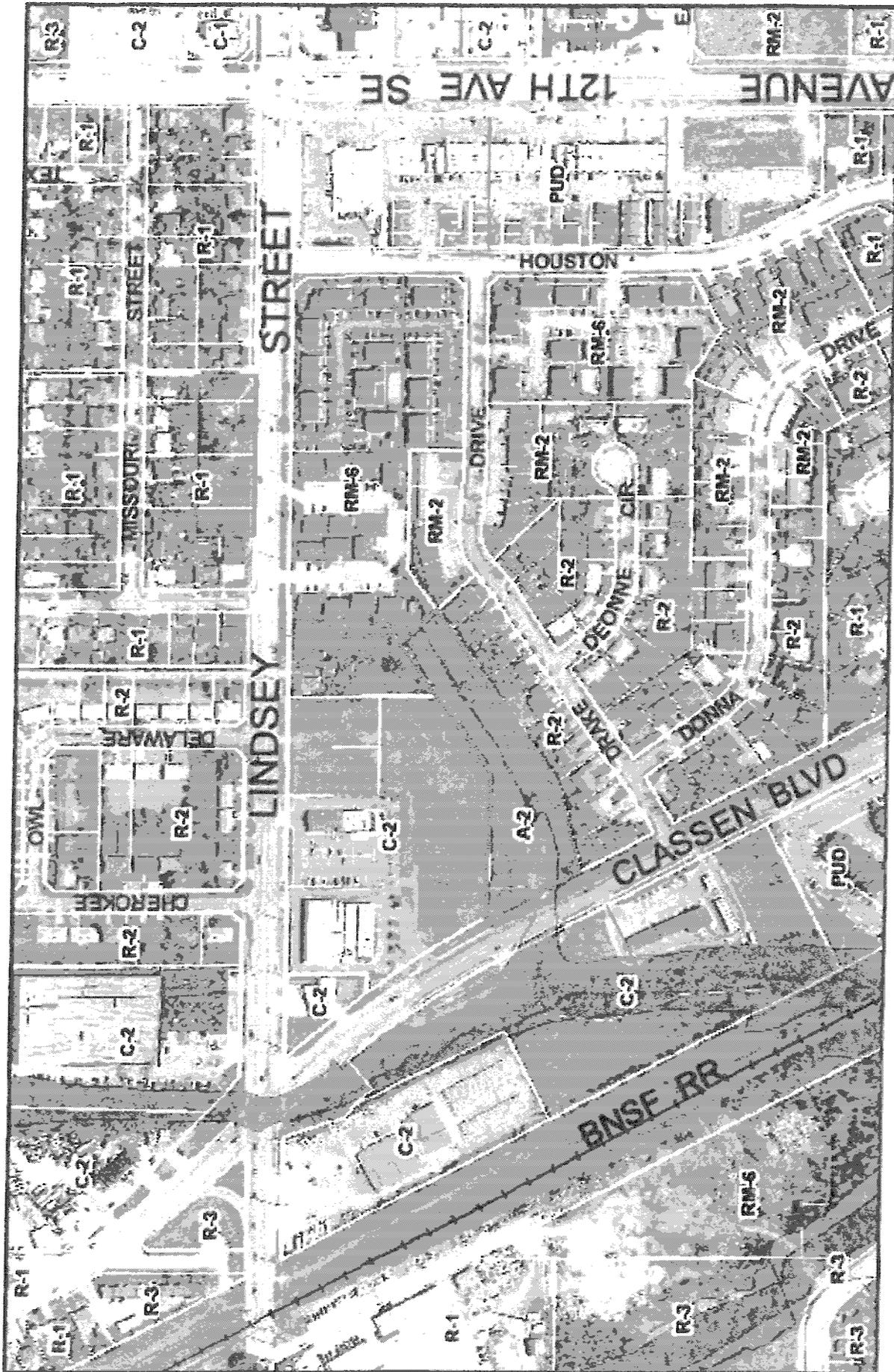
PASSED and ADOPTED THIS ___ DAY OF _____, 2013.

Mayor

Exhibit A
Boyd View Property

Commencing at the Northwest corner of Lot 1, Block 7, Boyd View No. 1 Addition to The City of Norman, County of Cleveland, State of Oklahoma, THENCE N 27°17'00" W a distance of 227.20 feet, THENCE S 89°47'00" E a distance of 328.14 feet, THENCE N 54°37'29" E a distance of 352.13 feet, THENCE S 43°05'08" E a distance of 110.49 feet, THENCE S 54°37'29" W a distance of 472.8 feet, THENCE S 76°00'00.00" W a distance of 207.23 feet and the POINT OF BEGINNING.

Containing 92641.10 sq. ft. or 2.13 acres, more or less.

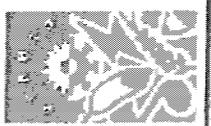


 Freeway
 100yr Floodplain

June 11, 2013

Map Produced by the City of Norman
 Geographic Information System
 (GIS) 565-5316

The City of Norman assumes no
 responsibility for errors or omissions
 in the information presented.



GRANT OF EASEMENT
City of Norman

Know all men by these presents:

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

A tract of land in the Northeast Quarter (NE1/4) of the of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County Oklahoma, and in the Boyd View No. 1 Addition, Seventeen (17) feet wide parallel and adjacent to the northwesterly sides of lots 1 through 10 of Block 7 in the said Addition.

Containing 0.264 acres more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating public utilities.

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

Signed and delivered this _____ day of _____, 20__.

Ill Moore Properties, LTD, a foreign limited partnership, Texas by:

Managing Partner

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

GRANT OF EASEMENT
City of Norman

Know all men by these presents:

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

A tract of land in the Northeast Quarter (NE1/4) of the of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County Oklahoma, and in the Boyd View No. 1 Addition, described as follows:

Beginning at northwest corner of lot 1, block 7 of said Addition; thence N.27°17' E a distance of 144.69 feet , along the roadway right of way; thence N.62°43'00''E a distance of 17.74 feet; thence N.0°0'0''E a distance of 65.00 feet; to a point on south edge of the University Plaza Addition; thence S.89°47'00''E a distance of 30.00 feet; along the south edge of the University Plaza Addition; thence S.0°0'0''W a distance of 65.00 feet; thence S.89°47'00''E a distance of 165.35 feet; thence N.58°24'49''E a distance of 460.22 feet; to a point on the boundary of Boyd View No. 2 Addition; thence S.43°05'08''E a distance of 40.82 feet; along the boundary of Boyd View No. 2 Addition; thence S.58°24'49''W a distance of 462.93 feet, to the point of beginning.

Containing 0.896 acres more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public drainage or drainage structure.

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

Signed and delivered this _____ day of _____, 20__.

III Moore Properties, LTD, a foreign limited partnership, Texas by:

Managing Partner

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Norman, a Cleveland County, Oklahoma municipal corporation, in consideration of the sum of TEN DOLLARS (\$ 10.00), receipt of which is hereby acknowledged, and for and upon other good and valuable consideration does hereby quitclaim, grant, bargain, sell and convey unto III Moore Properties, LTD, a foreign limited partnership, Texas, all its right, title, interest, estate, and every claim and demand, both at equity and at law, acquired by the City by virtue of a dedication in 1963 with the filing of the Boyd View Estates Plat in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

Commencing at the North West corner of Lot 1, Block 7, Boyd View No. 1 Addition to the City of Norman, County of Cleveland, State of Oklahoma, THENCE N 27°17'00" W a distance of 227.20 feet, THENCE S 89°47'00" E a distance of 328.14 feet, THENCE N 54°37'29" E a distance of 352.13 feet, THENCE S 43°05'08" E a distance of 110.49 feet, THENCE S 54°37'29" W a distance of 472.8 feet, THENCE S 76°00'00" W a distance of 207.23 feet to the POINT OF BEGINNING. Containing 92641.10 sq. ft. or 2.13 acres, more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

Together with all improvements thereon and the appurtenances thereunto belonging to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

The deed is subject to the following restriction: at the time the subject property is developed, or platted, the owner may utilize up to sixty-three one hundredths (.63) of an acre for paving or structures no higher than two stories leaving a remainder that shall be provided for drainage purposes, and for open space, storm water detention, and/or park type amenities that will be accessible to the Boyd View neighborhood. This restriction shall run with the land and be binding on any future heirs, successors, or assigns.

To have and to hold said described premises unto said III Moore Properties, LTD, its heirs and assigns forever, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by III Moore Properties, LTD.

Signed and delivered this ____ day of _____, 2013.

City of Norman, a Cleveland County, Oklahoma Municipal Corporation by:

Steven D. Lewis, City Manager
As authorized by the City of Norman City Council

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2013, personally appeared Steven D. Lewis, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 2013.



City of Norman, OK

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

Master

File Number: K-1314-43

File ID: K-1314-43	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 31	In Control: City Council
Department: Legal Department	Cost:	File Created: 08/08/2013
File Name: Cedar Lane Widening Property Acquisition		Final Action:

Title: CONTRACT NO. K-1314-43: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND III MOORE PROPERTIES, LTD, FOR PROPERTY ACQUISITION IN CONNECTION WITH THE CEDAR LANE WIDENING PROJECT AND TRANSFER OF BOYD VIEW PROPERTY AND RESERVING FUTURE DEVELOPMENT REQUIREMENTS OF THE BOYD VIEW PROPERTY; AND ACCEPTANCE OF THE RIGHT-OF-WAY ACQUISITIONS AS DESCRIBED IN THE SUBJECT AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS TO EFFECTUATE THE TRANSFERS.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1314-43 with III Moore Properties, LTD, for property acquisition and transfer of of Boyd View Property, and, if approved, authorize the City Manager to execute the necessary documents to effectuate the transfers .

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 31

Attachments: Text File III Moore, K-1314-43 8-8-13, Maps
K-1314-43, Deeds K-1314-43, Easements K-1314-43

Project Manager: Leah Messner, Assistant City Attorney

Entered by: denise.johnson@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-1314-43

Body

BACKGROUND: On August 28, 2012, the City of Norman voters approved a \$42.5 million bond project that includes eight major transportation/storm water projects. These eight projects are anticipated to cost \$89 million with federal funds paying over 50% of the costs. The projects include:

- Cedar Lane widening and new traffic signal (2013)
- Franklin Road Bridge replacement over Little River (2014)
- Main Street Bridge replacement and storm water improvements - Brookhaven Creek (2014)
- Alameda Street widening (2015)
- 12th Avenue SE widening and improved traffic signal at SH-9 (2015)

- West Lindsey Street widening and storm water improvements (2016)
- 24th Avenue SE widening and new traffic signal (2017)
- 36th Avenue NW widening and 2 new traffic signals (2018)

The first planned project is the Cedar Lane Widening Project. This project is included in this year's Transportation Improvement Plan. If the City can finalize land acquisition, utility relocation and project design by August 2013, the City will receive approximately \$6.2 million in federal funds for this project.

The Cedar Lane Widening Project required the acquisition of forty-seven (47) easements from twenty (20) property owners. To date, all easements have been donated or purchased with the exception of twenty-one (21) easements from 4 property owners. Council approved Resolution No. R-1213-141 on May 28, 2013 declaring it to be a necessity to acquire these remaining parcels and authorizing the City Attorney to file for condemnation to achieve such acquisition. City Staff filed actions for condemnation in these cases on May 30, 2013. The case is proceeding through the litigation process.

Although the litigation process has started, this office has continued to explore potential settlement of acquisition of the necessary Right of Way for the Cedar Lane Widening Project by Agreement. This item presents a proposed Agreement to effectuate the Right of Way transfers without the need to continue the Court process. The Agreement was discussed with City Council most recently in Executive Sessions held on August 6, 2013. Based on Council discussions, the Agreement for Property Acquisition with this remaining property owner of Right of Way needed for the Cedar Lane Widening Project is being presented to Council for consideration at this time.

DISCUSSION: The appraisals of the subject properties were conducted by an Oklahoma Department of Transportation (ODOT) Certified Appraiser. Following completion of the appraisal, Staff reviewed the appraisal to evaluate the appraisal in order to correct any deficiencies and to insure that the appraisals of the property are in order.

The basis of requiring an appraisal and a review appraisal is that it insures that the restrictions of the Fifth Amendment of the United States Constitution and the Constitution of the State of Oklahoma are met. The Fifth Amendment provides in part: ". . . nor shall private property be taken for public use without just compensation." Further, the Constitution of the State of Oklahoma provides: "Private property shall not be taken or damaged for public use without just compensation. Just compensation shall mean the value of the property taken, . . ."

Finally, 11 O.S. § 22-104 provides that "every municipality shall have a right to: . . . (3) exercise the right of eminent domain for any municipal purpose, . . ." Section 22-105 provides:

Private property may be taken for public use or for the purpose of giving a right-of-way or other privilege for any necessary purpose, in the manner provided by law; but in every case the municipality shall make adequate compensation to the person or persons whose property shall be taken or injured thereby as provided by law.

The Courts have viewed "just compensation" as the fair market value of the property taken. . . . fair market value . . . means money which [the] purchaser willing but not obligated to buy property would pay to the owner willing but not obligated to sell it." *Grand River Dam Authority v. Bonford*, 111 P.2d 182 (Okla. 1941).

Since filing for condemnation, Staff has worked closely with representatives for III Moore Properties to identify values and other issues that would reasonably settle the condemnation case and enable the City to acquire the property in a timely fashion. Council has been updated on those negotiations during four executive sessions since May 8, 2013, the most recent being August 6, 2013. Contract No. K-1314-43 represents the culmination of those negotiations.

The initial offer by the City, following appraisals of the property, was \$174,200. The property owners felt their property should be valued at \$224,337. The City has recently increased their offer to \$190,000. Council has been updated on those negotiations during four executive sessions since May 8, 2013, the most recent being August 6, 2013. Although no additional movement on value has occurred, III Moore Properties has offered to donate the necessary right of way to the City in the Cedar Lane Widening Project, and has also asked that the

City allow private development of land currently utilized by the City for storm water drainage near Classen Boulevard and Lindsey Street. Contract No. K-1314-43 represents the culmination of those negotiations and outlines the terms of the property transfers. The terms of the agreement are summarized below:

- Transfer of Property: Under this Agreement, III Moore is donating easements to the City needed for the Cedar Lane Project.
- One motivation of III Moore, LLC's willingness to donate the Cedar Lane Widening Project parcels is their interest in acquiring City property adjacent to other property that they own south of Lindsey Street. The property III Moore, LLC is interested in is 2.13 acres of City-owned property, the Boyd View Property, near the intersection of Lindsey Street and Classen Boulevard. III Moore, LLC is interested in combining the Boyd View Property with their current ownership to create a more marketable property for future development. If the property were to be deeded to them, III Moore, LLC is willing to reserve a majority of the deeded property to be used as open space, storm water detention, and/or park type amenities that will be accessible for use by the adjacent neighborhood. This commitment for open space and park type amenities would be guaranteed by a deed restriction when the property is transferred.
- In 1963, as part of the Boyd View Estates Plat, the Boyd View Property was dedicated as "public" on the plat. The practice at this time was to dedicate land as "public" to relieve the requirement for a developer to improve adjacent arterial streets. In 1985, the Boyd View Property was incorporated into the Land Use Plan as "parkland". However, the current Park Master Plan does not recommend the Boyd View Property for any improvements because of site issues of limited accessibility, visibility, and lack of on-street parking. In its current state, the Boyd View Property is a functioning drainage channel. The Parks Board, at their August 1, 2013 meeting, considered the idea of transferring property that the City has no plans to develop with a deed restriction to provide privately owned, but publicly accessible, open space upon future development. The Parks Board endorsed the concept by vote of a five in favor and two opposed. The consideration for the transfer of the Boyd View Property will be cited as a nominal dollar amount coupled with the reservation of an appropriate drainage easement, and a Deed restriction that will require future development to included open space and park like amenities that would be accessible to the public and particularly the adjacent Boyd View neighborhood.

Council has discussed the Property Acquisition Agreement at its August 6, 2013, Executive Session. If Council desires to proceed with this concept, then two actions would be required. The first action is consideration and approval of Resolution R-1314-23 that abandons the Boyd View Property for public park use, but reserves a portion of the Boyd View Property for drainage purposes. This action will be on the Agenda as a separate item. The second action is consideration and approval of Contract No. K-1314-43 regarding Property Acquisition for the Cedar Lane Widening Project.

It should be noted that with the transfer of Boyd View Property that the City will be retaining the right to some uses that benefit the public. Even if City Council declares the Boyd View Property as abandoned, the proposed deed restriction and limitation in the Resolution regarding the public drainage easement, serve to ensure that the property retains public functions. III Moore, LLC, and any successive buyers who desire to develop the property, will be required to provide a majority of the deeded property as open space and provide park like amenities. And, the City of Norman will maintain a public drainage easement, with accompanying right to maintain and service the easement, to continue to solve storm water and drainage issues in the area.

Approval of this Agreement will result in dismissal of the condemnation court cases with prejudice and will ensure the City has acquired the property it needs to access federal funds for the Cedar Lane Widening Project.

RECOMMENDATION: For the reasons outlined above and based on Council's input in Executive Session, Staff recommends approval of Contract No. K-1314-43, acceptance of the transfer of the right-of-way acquisitions as described in the subject Agreement, and the transfer of Boyd View Property with the reservations outlined above, and authorization for the City Manager to execute the necessary documents to effectuate these transfers.

AGREEMENT FOR PROPERTY ACQUISITION

This Agreement for Property Acquisition is made this ___ day of August, 2013 by and between THE CITY OF NORMAN, OKLAHOMA, a municipal corporation ("City"), and III Moore Properties, LTD, a limited partnership ("III Moore") which are collectively herein referred to as "Parties".

WITNESSETH:

WHEREAS, the City, by adoption of Resolution No. R-1112-60 on November 22, 2011, selected a roadway improvement project wholly located in the city limits of the City of Norman, Oklahoma and described as follows: (1) Widening and reconstruction of Cedar Lane Road, from 12th Avenue SE to 1/2 mile east of 24th Avenue SE., (2) New traffic signal at the intersection of Cedar Lane Road and 12th Avenue SE; and (3) Modification of the existing traffic signal at the intersection of Cedar Lane Road and Classen Boulevard (collectively "the Cedar Lane Project"); and

WHEREAS, on August 28, 2012, the citizens of Norman, Oklahoma approved a \$42.5 million bond project that includes eight major transportation and storm water projects, and included funding to construct the Cedar Lane Project; and

WHEREAS, III Moore Properties LTD ("III Moore") own approximately 3.99 acres of real property abutting Cedar Lane on the south (the "Development Property"); and

WHEREAS, the Cedar Lane Project necessitated the acquisition of an interest in certain real property for Public Roadway, Drainage and Utilities Easements, Public Drainage Easements, Driveway Easement and Temporary Construction Easements (collectively the "ROW") from III Moore; and

WHEREAS, the acquisition of the ROW for the Cedar Lane Project was necessary for public convenience and use; and

WHEREAS, the City endeavored to purchase and acquire ROW from III Moore and offered to pay III Moore the fair, reasonable and just market value of the ROW based on independent review of the values of said ROW, which indicated one hundred seventy-four thousand two hundred dollars (\$174,200); and

WHEREAS, III Moore indicated that it believed the fair, reasonable and just market value of the ROW to be two hundred twenty-four thousand three hundred and thirty seven dollars (\$224,337); and

WHEREAS, the City, by adoption of Resolution No. R-1213-141, authorized eminent domain proceedings for condemnation of the ROW for a public purpose; and

WHEREAS, the City was unable to acquire the ROW from III Moore and filed the following case for condemnation in the Cleveland County District Court: *City of Norman vs. III Moore Properties, Ltd. (CJ-2013-776)*; and

WHEREAS, the Parties to the litigation initiated by the City to acquire the ROW desire to resolve said litigation under the provisions of this Agreement that will culminate in the filing of a Dismissal with Prejudice of the case now pending in the Cleveland County District Court; and

WHEREAS, III Moore owns property east of Classen Boulevard and south of Lindsey Street that is undeveloped property (“East Lindsey Property”); and

WHEREAS, approximately 2.13 acres in the vicinity of Classen and Lindsey Street was designated as “public” with the development of Boyd View Estates in 1963 prior to implementation of the City’s mandatory parkland dedication requirements and during a time in which the practice was to dedicate land as “public” in lieu of making otherwise required improvements to adjacent arterial streets; and

WHEREAS, this “public” land on the Boyd View Estates plat was later designated as Boyd View Park on the City’s land use plan in 1985 (“Boyd View Property”); and

WHEREAS, although the Boyd View Property is shown to be parkland on the City’s land use plan, it is zoned A-2, Rural Agricultural District; and

WHEREAS, the Boyd View Property consists of a large drainage channel and has never been utilized as a park; and

WHEREAS, the Boyd View Property is included in The Norman Parks & Recreation Master Plan; and

WHEREAS, the Norman Parks and Recreation Master Plan recognizes that the Boyd View Property was limited for park use because of its inaccessibility, limited visibility and lack of on-street parking and recommended no significant improvements on this property; and

WHEREAS, based on the assessment in the Norman Parks and Recreation Master Plan of the Boyd View Property, the City believes that the property is appropriate and suitable for a drainage channel, but unsuitable for public parkland in its current condition; and

WHEREAS, III Moore owns the East Lindsey Property that is adjacent to the Boyd View Property and desires to develop East Lindsey Property in conjunction with development of the Boyd View Property; and

WHEREAS, III Moore is willing to donate the ROW needed for the Cedar Lane Project at no cost to the City; and

WHEREAS, III Moore desires to acquire the Boyd View Property to enhance the development potential of the East Lindsey Property anticipating the use of only .63 acres for paving or structures no higher than two stories while leaving the remain Boyd View Property available for drainage purposes, open space, storm water detention and/or park type amenities accessible to the general public from the adjoining Boyd View neighborhoods; and

WHEREAS, the City desires to retain easements for drainage and utility purposes on the Boyd View Property to continue the current use by the City; and

WHEREAS, the City further desires to ensure that the future development of the Boyd View Property, in conjunction with the development of the East Lindsey Property, will provide for open space and/or park type amenities that will be accessible to the Boyd View neighborhood..

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt of which are hereby acknowledged, and as reflected in the attached exhibits, the parties hereby agree as follows:

I. Transfer of Property.

A. Cedar Lane Project. III Moore agrees to execute separate deeds, and easements in favor of the City for the property identified in Exhibits A, B, C, D, and E and shall deliver said deeds and easements to the City contemporaneously with this Agreement for the City's acceptance.

B. Boyd View Property.

1. The City agrees to transfer title to the property contained in Boyd View Park and described in Exhibit F to III Moore within thirty (30) days of the execution of this Agreement by the Parties.
2. III Moore will execute a drainage easement and a utility easement for the Boyd View Park property in favor of the City and deliver said easements to the City upon receipt of title to the Boyd View Property as described in Exhibits G and H. III Moore recognizes that additional easements may be required upon development of the Boyd View Property and the East Lindsey Property;
3. The City acknowledges that III Moore anticipates requesting a 2025 Land Use Plan Amendment subsequent to the execution of this Agreement changing the designation of the Boyd View

Property from "Parkland". The City acknowledges with passage of Resolution No. R-1314-23 abandoning the Boyd View Property as "Parkland", and noting that the current land use designations of the undeveloped properties abutting the Boyd View Property on the north are designated for Commercial and High Density Residential uses, that a use other than "Parkland" would be appropriate. The City agrees to consider an application for a compatible land use designation for the Boyd View Property upon proper application.

4. III Moore covenants that the future development of the Boyd View Property, in conjunction with the development of the East Lindsey Property, is anticipated to require .63 acres for paving or structures no higher than two stories leaving a remainder that shall be provide for drainage purposes, and for open space, storm water detention, and/or park type amenities that will be accessible to the Boyd View neighborhood. III Moore agrees to submit a development plan at the time of submission of the East Lindsey Property Preliminary Plat that will provide said public access to the open space created by said development.

II. Recoupment.

- A. The Parties agree that pursuant to Resolution No. R-1213-108 adopted by the City on June 11, 2013 declaring a Recoupment Project and Section 16-603 of the Code of the City of Norman (the "Recoupment Ordinance"), costs paid under this Agreement as compensation for the acquisition of ROW must be paid back to the City within a certain time frame after declaration of the Recoupment Project prior to the filing of a final plat for development of the parcels adjacent to the Cedar Lane Project.
- B. The Parties acknowledge that because III Moore will be donating the ROW needed from their Development Property that, by virtue of this Agreement, III Moore will not be subject to recoupment for any right of way acquisition costs if and when the Development Property abutting Cedar Lane is developed as defined in the Recoupment Ordinance.
- C. The Parties further acknowledge that III Moore will only be subject to recoupment of Cedar Lane Project costs other than right of way acquisition, if any, only to the amount those costs exceed available Federal funds or Bond proceeds acquired by the City for the Cedar Lane Project.

III. Other Items.

- A. The Parties agree that upon approval of this Agreement by the Parties and execution and delivery to the City of the easements by III Moore, the Parties will submit to the District Court in the aforementioned condemnation case an Order asking that the case be dismissed by virtue of this Settlement Agreement

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the City, and III Moore Properties LTD, as Parties to this Agreement, have caused this Agreement to be duly executed and delivered as of the date first above written.

THE CITY OF NORMAN, OKLAHOMA

By: _____
Name: Cindy Rosenthal
Title: Mayor

By: _____
Name: Brenda Hall
Title: City Clerk
(SEAL)

Reviewed and approved as to legality on this ____ day of August, 2013.

City Attorney

III Moore Properties, LTD, a foreign limited partnership, Texas by:

Managing Partner

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public: _____

My Commission Expires: _____

Exhibit A
Parcel 8.0
Permanent Right of Way – Warranty Deed

A strip, piece, or parcel of land lying in the Southeast Quarter (SE 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SE 1/4, THENCE North 89°06'58" East along the South line of said SE 1/4, a distance of 67.94 feet to the POINT OF BEGINNING, said point being on the East Right-of-Way line of the AT&SF Railroad, THENCE North 27°45'53" West along the East Right-of-Way line of the AT&SF Railroad, a distance of 67.27 feet, THENCE North 89°06'58" East parallel with the South line of said SE 1/4, a distance of 406.45 feet, THENCE North 30°45'10" East a distance of 37.97 feet to a point on the West Right-of-Way line of the Oklahoma State Highway 77, THENCE South 27°36'37" East along the West Right-of-Way line, a distance of 103.37 feet to the South line of said SE 1/4, THENCE South 89°06'58" West along the South line of said SE 1/4, a distance of 442.44 feet to the POINT OF BEGINNING.

Containing 12535.26 sq. ft. or 0.29 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

Exhibit B
Parcel 8.1
Temporary Construction Easement

A strip, piece, or parcel of land lying in the Southeast Quarter (SE 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SE ¼, THENCE North 89°06'58" East along the South line of said SE 1/4, a distance of 67.94 feet to a point on the East Right-of-Way line of the AT&SF Railroad, THENCE North 27°45'53" West along the East Right-of-Way line of the AT&SF Railroad, a distance of 67.27 feet, THENCE North 89°06'58" East parallel with the South line of said SE 1/4, a distance of 55.38 feet to the POINT OF BEGINNING, THENCE North 45°29'47" West a distance of 14.05 feet, THENCE North 89°06'58" East parallel with the South line of said SE 1/4, a distance of 367.10 feet, THENCE South 30°45'10" West a distance of 11.75 feet, THENCE South 89°06'58" West parallel with the South line of said SE 1/4, a distance of 351.07 feet to the POINT OF BEGINNING.

Containing 3590.87 sq. ft. or 0.08 acres, more or less.

Exhibit C
Parcel 8.2
Permanent Drainage Easement

A strip, piece, or parcel of land lying in the South Half (S 1/2) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SE ¼, THENCE North 89°06'58" East along the South line of SE 1/4 of Section 9, a distance of 67.94 feet to a point on the East Right-of-Way line of the AT&SF Railroad, THENCE North 27°45'53" West along the East Right-of-Way line of the AT&SF Railroad, a distance of 67.27 feet to the POINT OF BEGINNING, THENCE continuing North 27°45'53" West along the East Right-of-Way line of the AT&SF Railroad, a distance of 146.87 feet, THENCE North 89°06'58" East parallel with the South line of SE 1/4 of Section 9, a distance of 11.21 feet, THENCE South 27°45'53" East a distance of 43.64 feet, THENCE South 45°29'47" East a distance of 129.34 feet, THENCE South 89°06'58" West parallel with the South line of SE 1/4 of Section 9, a distance of 55.38 feet; to the POINT OF BEGINNING.

Containing 3501.96 sq. ft. or 0.08 acres, more or less.

Exhibit D
Parcel 8.3
Permanent Driveway Easement

A strip, piece, or parcel of land lying in the Southeast Quarter (SE 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SE ¼, THENCE North 89°06'58" East along the South line of said SE 1/4, a distance of 232.82 feet, THENCE North 00°53'02" West a distance of 70.00 feet to the POINT OF BEGINNING, THENCE continuing North 00°53'02" West a distance of 15.00 feet, THENCE North 89°06'58" East parallel with the South line of said SE 1/4, a distance of 100.00 feet, THENCE South 00°53'02" East a distance of 15.00 feet, THENCE South 89°06'58" West parallel with the South line of said SE 1/4, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 1500.00 sq. ft. or 0.03 acres, more or less.

Exhibit E
Parcel 14.0
Permanent Drainage Easement

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southeast corner of said SW ¼, THENCE North 89°06'58" East along the South line of the SE 1/4 of Section 9, a distance of 67.94 feet to a point on the East Right-of-Way line of the AT&SF Railroad, THENCE North 27°45'53" West along the East Right-of-Way line of the AT&SF Railroad, a distance of 214.14 feet to the POINT OF BEGINNING, THENCE continuing North 27°45'53" West along the East Right-of-Way line of the AT&SF Railroad, a distance of 214.14 feet, THENCE North 89°06'58" East parallel with the South line of the SE 1/4 of Section 9, a distance of 11.21 feet, THENCE South 27°45'53" East parallel with the East Right-of-Way line of the AT&SF Railroad, a distance of 214.14 feet, THENCE South 89°06'58" West parallel with the South line of the SE 1/4 of Section 9, a distance of 11.21 feet to the POINT OF BEGINNING.

Containing 2141.38 sq. ft. or 0.05 acres, more or less.

Exhibit F
Boyd View Property
Quit Claim Deed from City of Norman

Commencing at the North West corner of Lot 1, Block 7, Boyd View No. 1 Addition to the City of Norman, County of Cleveland, State of Oklahoma, THENCE N 27°17'00" W a distance of 227.20 feet, THENCE S 89°47'00" E a distance of 328.14 feet, THENCE N 54°37'29" E a distance of 352.13 feet, THENCE S 43°05'08" E a distance of 110.49 feet, THENCE S 54°37'29" W a distance of 472.8 feet, THENCE S 76°00'00" W a distance of 207.23 feet to the POINT OF BEGINNING.

Containing 92641.10 sq. ft. or 2.13 acres, more or less.

Exhibit G
Boyd View Property Drainage Easement to City of Norman

A tract of land in the Northeast Quarter (NE1/4) of the of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County Oklahoma, and in the Boyd View No. 1 Addition, described as follows:

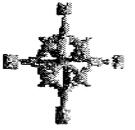
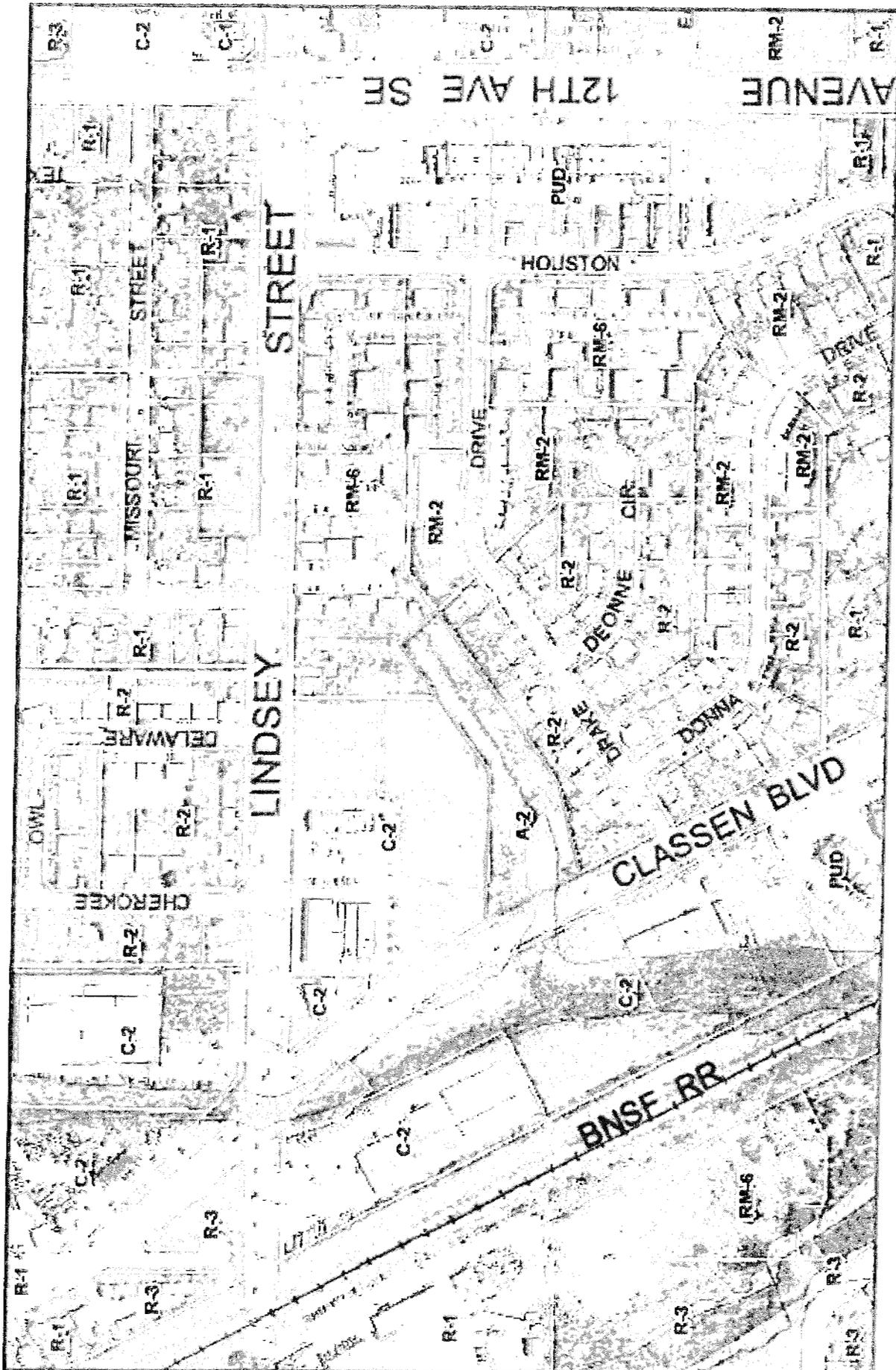
Beginning at northwest corner of lot 1, block 7 of said Addition; thence N.27°17' E a distance of 144.69 feet , along the roadway right of way; thence N.62°43'00''E a distance of 17.74 feet; thence N.0°0'0''E a distance of 65.00 feet; to a point on south edge of the University Plaza Addition; thence S.89°47'00''E a distance of 30.00 feet; along the south edge of the University Plaza Addition; thence S.0°0'0''W a distance of 65.00 feet; thence S.89°47'00''E a distance of 165.35 feet; thence N.58°24'49''E a distance of 460.22 feet; to a point on the boundary of Boyd View No. 2 Addition; thence S.43°05'08''E a distance of 40.82 feet; along the boundary of Boyd View No. 2 Addition; thence S.58°24'49''W a distance of 462.93 feet, to the point of beginning.

Containing 0.896 acres more or less.

Exhibit H
Boyd View Park Land Utility Easement to City of Norman

A tract of land in the Northeast Quarter (NE1/4) of the of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County Oklahoma, and in the Boyd View No. 1 Addition, Seventeen (17) feet wide parallel and adjacent to the northwesterly sides of lots 1 through 10 of Block 7 in the said Addition.

Containing 0.264 acres more or less.

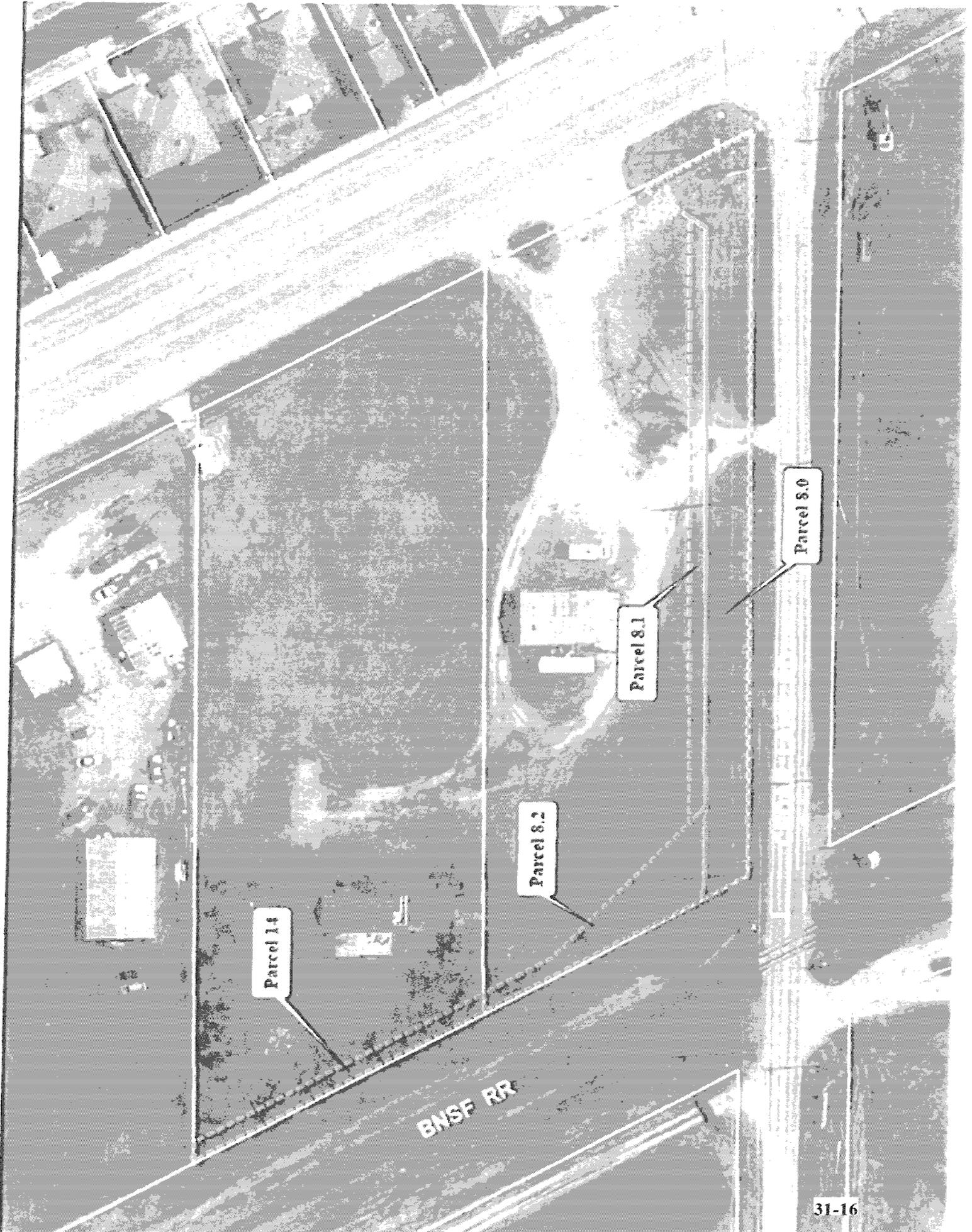


Accuracy
± 100% Horizontal

JUNE 11, 2013

Map Produced by the City of Norman
Geographic Information System
2021 2025-03-16
The City of Norman and Jones Inc.
respectively for errors or omissions
in the information presented





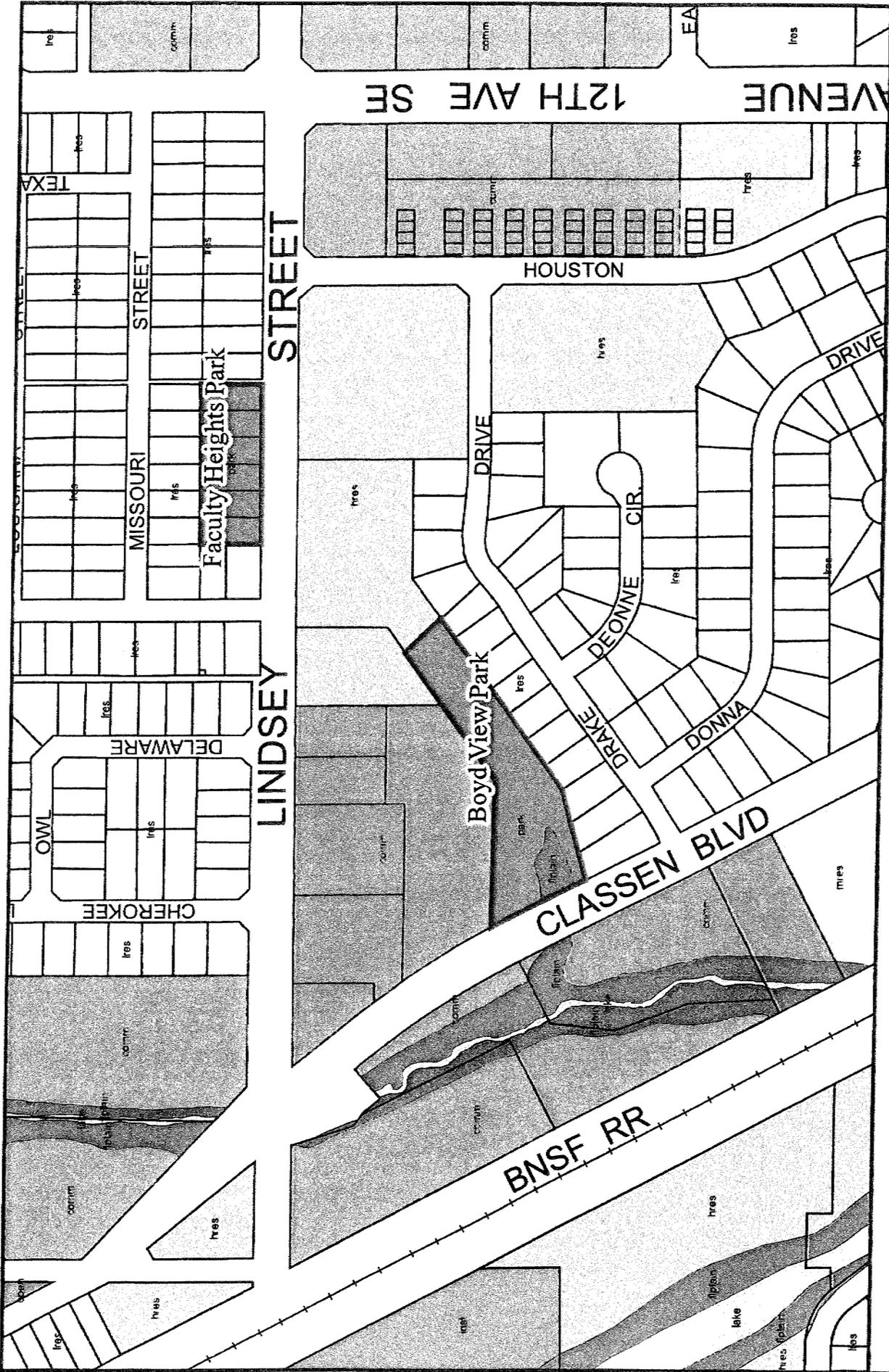
Parcel 14

Parcel 8.2

Parcel 8.1

Parcel 8.0

BNSF RR



 Park Boundary

August 5, 2013

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.



31-17

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Ill Moore, LTD, in consideration of the sum of TEN DOLLARS (\$ 10.00) , receipt of which is hereby acknowledged, and for and upon other good and valuable consideration do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation of Cleveland County, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece, or parcel of land lying in the Southeast Quarter (SE 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SE 1/4, THENCE North 89°06'58" East along the South line of said SE 1/4, a distance of 67.94 feet to the POINT OF BEGINNING, said point being on the East Right-of-Way line of the AT&SF Railroad, THENCE North 27°45'53" West along the East Right-of-Way line of the AT&SF Railroad, a distance of 67.27 feet, THENCE North 89°06'58" East parallel with the South line of said SE 1/4, a distance of 406.45 feet, THENCE North 30°45'10" East a distance of 37.97 feet to a point on the West Right-of-Way line of the Oklahoma State Highway 77, THENCE South 27°36'37" East along the West Right-of-Way line, a distance of 103.37 feet to the South line of said SE 1/4, THENCE South 89°06'58" West along the South line of said SE 1/4, a distance of 442.44 feet to the POINT OF BEGINNING. Containing 12535.26 sq. ft. or 0.29 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public roadway, drainage structure or utility.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said City of Norman, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the City of Norman.

Signed and delivered this ____ day of _____, 2013.

Ill Moore Properties, LTD, a foreign limited partnership, Texas by:

Managing Partner

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2013, personally appeared James R. Armstrong and Dorothy I. Madole-Armstrong, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 2013.

City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 2013.

ATTEST: _____
Mayor

City Clerk

SEAL:

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Norman, a Cleveland County, Oklahoma municipal corporation, in consideration of the sum of TEN DOLLARS (\$ 10.00) , receipt of which is hereby acknowledged, and for and upon other good and valuable consideration does hereby quitclaim, grant, bargain, sell and convey unto Ill Moore Properties, LTD, a foreign limited partnership, Texas, all its right, title, interest, estate, and every claim and demand, both at equity and at law, acquired by the City by virtue of a dedication in 1963 with the filing of the Boyd View Estates Plat in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

Commencing at the North West corner of Lot 1, Block 7, Boyd View No. 1 Addition to the City of Norman, County of Cleveland, State of Oklahoma, THENCE N 27°17'00" W a distance of 227.20 feet, THENCE S 89°47'00" E a distance of 328.14 feet, THENCE N 54°37'29" E a distance of 352.13 feet, THENCE S 43°05'08" E a distance of 110.49 feet, THENCE S 54°37'29" W a distance of 472.8 feet, THENCE S 76°00'00" W a distance of 207.23 feet to the POINT OF BEGINNING. Containing 92641.10 sq. ft. or 2.13 acres, more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

Together with all improvements thereon and the appurtenances thereunto belonging to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

The deed is subject to the following restriction: at the time the subject property is developed, or platted, the owner may utilize up to sixty-three one hundredths (.63) of an acre for paving or structures no higher than two stories leaving a remainder that shall be provided for drainage purposes, and for open space, storm water detention, and/or park type amenities that will be accessible to the Boyd View neighborhood. This restriction shall run with the land and be binding on any future heirs, successors, or assigns.

To have and to hold said described premises unto said Ill Moore Properties, LTD, its heirs and assigns forever, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by Ill Moore Properties, LTD.

Signed and delivered this ____ day of _____, 2013.

City of Norman, a Cleveland County, Oklahoma Municipal Corporation by:

Steven D. Lewis, City Manager
As authorized by the City of Norman City Council

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2013, personally appeared Steven D. Lewis, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 2013.

City Attorney

GRANT OF EASEMENT

City of Norman

Know all men by these presents:

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

A tract of land in the Northeast Quarter (NE1/4) of the of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County Oklahoma, and in the Boyd View No. 1 Addition, Seventeen (17) feet wide parallel and adjacent to the northwesterly sides of lots 1 through 10 of Block 7 in the said Addition.

Containing 0.264 acres more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating public utilities.

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

Signed and delivered this _____ day of _____, 20__.

III Moore Properties, LTD, a foreign limited partnership, Texas by:

Managing Partner

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

GRANT OF EASEMENT

City of Norman

Know all men by these presents:

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

A tract of land in the Northeast Quarter (NE1/4) of the of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County Oklahoma, and in the Boyd View No. 1 Addition, described as follows:

Beginning at northwest corner of lot 1, block 7 of said Addition; thence N.27°17' E a distance of 144.69 feet , along the roadway right of way; thence N.62°43'00"E a distance of 17.74 feet; thence N.0°0'0"E a distance of 65.00 feet; to a point on south edge of the University Plaza Addition; thence S.89°47'00"E a distance of 30.00 feet; along the south edge of the University Plaza Addition; thence S.0°0'0"W a distance of 65.00 feet; thence S.89°47'00"E a distance of 165.35 feet; thence N.58°24'49"E a distance of 460.22 feet; to a point on the boundary of Boyd View No. 2 Addition; thence S.43°05'08"E a distance of 40.82 feet; along the boundary of Boyd View No. 2 Addition; thence S.58°24'49"W a distance of 462.93 feet, to the point of beginning.

Containing 0.896 acres more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public drainage or drainage structure.

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

Signed and delivered this _____ day of _____, 20__.

III Moore Properties, LTD, a foreign limited partnership, Texas by:

Managing Partner

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:

Parcel No: 8.1
Project No:
J/P No: 29261(04)

TEMPORARY CONSTRUCTION EASEMENT

Know all men by these presents:

That _____, of Cleveland County, State of Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and, valuable consideration, has/have this day sold to the City of Norman, a temporary easement over the following described land to wit:
A strip, piece, or parcel of land lying in the Southeast Quarter (SE 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

SEE ATTACHMENT EXHIBIT "A"

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public roadway, drainage structure or utility.

The sole purpose of this easement is to grant to the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of construction of the project.

TEMPORARY CONSTRUCTION EASEMENT

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

Signed and delivered this _____ day of _____, 20__.

III Moore Properties, LTD, a foreign limited partnership, Texas by:

Managing Partner

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

Exhibit "A"

A strip, piece, or parcel of land lying in the Southeast Quarter (SE 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SE 1/4;

THENCE North 89°06'58" East along the South line of said SE 1/4, a distance of 67.94 feet to a point on the East Right-of-Way line of the AT&SF Railroad;

THENCE North 27°45'53" West along the East Right-of-Way line of the AT&SF Railroad, a distance of 67.27 feet;

THENCE North 89°06'58" East parallel with the South line of said SE 1/4, a distance of 55.38 feet to the POINT OF BEGINNING

THENCE North 45°29'47" West a distance of 14.05 feet;

THENCE North 89°06'58" East parallel with the South line of said SE 1/4, a distance of 367.10 feet;

THENCE South 30°45'10" West a distance of 11.75 feet;

THENCE South 89°06'58" West parallel with the South line of said SE 1/4, a distance of 351.07 feet to the POINT OF BEGINNING.

Containing 3590.87 sq. ft. or 0.08 acres, more or less.

Parcel No: 8.2
Project No:
J/P No: 29261(04)

GRANT OF EASEMENT
City of Norman

Know all men by these presents:

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

A strip, piece, or parcel of land lying in the South Half (S 1/2) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SE 1/4, THENCE North 89°06'58" East along the South line of SE 1/4 of Section 9, a distance of 67.94 feet to a point on the East Right-of-Way line of the AT&SF Railroad, THENCE North 27°45'53" West along the East Right-of-Way line of the AT&SF Railroad, a distance of 67.27 feet to the POINT OF BEGINNING, THENCE continuing North 27°45'53" West along the East Right-of-Way line of the AT&SF Railroad, a distance of 146.87 feet, THENCE North 89°06'58" East parallel with the South line of SE 1/4 of Section 9, a distance of 11.21 feet, THENCE South 27°45'53" East a distance of 43.64 feet, THENCE South 45°29'47" East a distance of 129.34 feet, THENCE South 89°06'58" West parallel with the South line of SE 1/4 of Section 9, a distance of 55.38 feet; to the POINT OF BEGINNING. Containing 3501.96 sq. ft. or 0.08 acres, more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public drainage or drainage structure.

PUBLIC DRAINAGE

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

Signed and delivered this _____ day of _____, 20__.

III Moore Properties, LTD, a foreign limited partnership, Texas by:

Managing Partner

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:

Parcel No: 8.3
Project No:
J/P No: 29261(04)

TEMPORARY DRIVEWAY EASEMENT

Know all men by these presents:

That _____, of Cleveland County, State of Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and, valuable consideration, has/have this day sold to the City of Norman, a temporary easement over the following described land to wit:

A strip, piece, or parcel of land lying in the Southeast Quarter (SE 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

SEE ATTACHMENT EXHIBIT "A"

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public roadway, drainage structure or utility.

The sole purpose of this easement is to grant to the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of construction of the project.

TEMPORARY DRIVEWAY EASEMENT

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

Signed and delivered this _____ day of _____, 20__.

Ill Moore Properties, LTD, a foreign limited partnership, Texas by:

Managing Partner

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:

Exhibit "A"

A strip, piece, or parcel of land lying in the Southeast Quarter (SE 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SE 1/4;

THENCE North 89°06'58" East along the South line of said SE 1/4, a distance of 232.82 feet;

THENCE North 00°53'02" West a distance of 70.00 feet to the POINT OF BEGINNING;

THENCE continuing North 00°53'02" West a distance of 15.00 feet;

THENCE North 89°06'58" East parallel with the South line of said SE 1/4, a distance of 100.00 feet;

THENCE South 00°53'02" East a distance of 15.00 feet;

THENCE South 89°06'58" West parallel with the South line of said SE 1/4, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 1500.00 sq. ft. or 0.03 acres, more or less.

Parcel No: 14.0
Project No:
J/P No: 29261(04)

GRANT OF EASEMENT
City of Norman

Know all men by these presents:

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

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southeast corner of said SW 1/4, THENCE North 89°06'58" East along the South line of the SE 1/4 of Section 9, a distance of 67.94 feet to a point on the East Right-of-Way line of the AT&SF Railroad, THENCE North 27°45'53" West along the East Right-of-Way line of the AT&SF Railroad, a distance of 214.14 feet to the POINT OF BEGINNING, THENCE continuing North 27°45'53" West along the East Right-of-Way line of the AT&SF Railroad, a distance of 214.14 feet, THENCE North 89°06'58" East parallel with the South line of the SE 1/4 of Section 9, a distance of 11.21 feet, THENCE South 27°45'53" East parallel with the East Right-of-Way line of the AT&SF Railroad, a distance of 214.14 feet, THENCE South 89°06'58" West parallel with the South line of the SE 1/4 of Section 9, a distance of 11.21 feet to the POINT OF BEGINNING. Containing 2141.38 sq. ft. or 0.05 acres, more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public drainage or drainage structure.

PUBLIC DRAINAGE

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

Signed and delivered this _____ day of _____, 20__.

III Moore Properties, LTD, a foreign limited partnership, Texas by:

Managing Partner

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

Mayor

ATTEST:

City Clerk
SEAL:



City of Norman, OK

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

Master

File Number: GID-1314-20

File ID: GID-1314-20	Type: Settlement	Status: Consent Item
Version: 1	Reference: Item No. 32	In Control: City Council
Department: Legal Department	Cost: \$28,000.00	File Created: 07/31/2013
File Name: Hodge vs. Keene, et al.	Final Action:	

Title: CONSIDERATION OF A RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT IN THE AMOUNT OF \$28,000 IN HODGE V. KEENE, ET AL., UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA CASE NO. CJ-2010-1283D.

Notes: ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize the City Attorney's office to effectuate the settlement in the amount of \$28,000.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 32

Attachments: Text File Hodge vs Keene

Project Manager: Rick Knighton, Assistant City Attorney

Entered by: denise.johnson@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File GID-1314-20

Body

BACKGROUND: This lawsuit was brought by Franklin Carl Hodge seeking damages as a result of a shooting incident on December 18, 2009. The case has proceeded through the normal litigation process and is currently at the 10th Circuit of Appeals for adjudication. Through negotiations to settle this lawsuit, Mr. Hodge offered to settle his case for \$28,000. Because this matter involves pending litigation, the merits were discussed during Executive Sessions on April 23, 2013 and July 16, 2013.

RECOMMENDATION: It is believed the proposed settlement is fair, reasonable and in the best interest of the City. It is recommended the settlement of this matter be approved by City Council and the Legal staff be authorized to finalize the settlement. If approved, the City Attorney's office will reduce the settlement amount to judgment in accordance with 51 O.S. §159 and 62 O.S. §362. The settlement amount will then be placed on the property tax rolls for collection over the next three years.



City of Norman, OK

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

Master

File Number: R-1314-26

File ID: R-1314-26	Type: Resolution	Status: Non-Consent Items
Version: 1	Reference: Item No. 33	In Control: City Council
Department: Finance Department	Cost:	File Created: 08/07/2013
File Name: TIF bond refinancing	Final Action:	

Title: RESOLUTION NO. R-1314-26: A RESOLUTION AUTHORIZING THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") TO ISSUE ITS TAX INCREMENT REVENUE NOTE, TAXABLE SERIES 2013 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$14,215,000; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUE AND AD VALOREM TAX INCREMENT REVENUE; APPROVING AND AUTHORIZING EXECUTION OF A GENERAL BOND INDENTURE AND A SERIES 2013 SUPPLEMENTAL NOTE INDENTURE (COLLECTIVELY, THE "INDENTURE") AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Notes: ACTION NEEDED: Acting as the Norman Tax Increment Finance Authority motion to adopt or reject Resolution No. R-1314-26.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 33

Attachments: Text File R-1314-26, 08 Resolution Authority R-1314-26

Project Manager: Anthony Francisco, Director of Finance

Entered by: Ellen.Usry@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File R-1314-26

Body

BACKGROUND: On June 23, 2009, City Council, acting as the Norman Tax Increment Finance Authority

(NTIFA) adopted Resolutions approving the issuance of its tax apportionment notes, Series, 2009. The 2009 NTIFA Notes were purchased by UNP Realty Investors, a subsidiary of the University of Oklahoma (OU) Foundation. The 2009 NTIFA Notes, in the amount of \$14,560,000 allowed draws by the NTIFA on an "as needed" basis. The draws from the notes were used primarily to finance the Rock Creek Overpass over I-35, and interchange improvements at the Northeast Quadrant of Robinson Street and I-35, and now the design and construction of Legacy Park

The 2009 NTIFA Notes were issued on a floating interest rate scale, based on the one-year United States Treasury Security Rate, plus an escalating factor beginning on September 1, 2013. The interest rate has a floor rate of 3.75%. The floor interest rate has continued to apply since the first draw primarily because the US Treasury Security Rates have been at historic lows. Terms of the 2009 NTIFA Notes also gave the OU Foundation the right of approval of any use of TIF sales and property tax apportionments to insure the uses were consistent with the Indenture. The intent of both the Council/NTIFA and the lender (UNP Realty Investors) was to refinance the notes on the open market at a future time when the tax apportionment revenue history of the University North Park Development was more established. The target date for that refinance for more permanent financing was September of 2013.

DISCUSSION: In several Finance Committee meetings and the City Council Conference of July 9, 2013, direction was given to Staff to solicit bid proposals to refinance the outstanding NTIFA Note Indebtedness on a taxable basis, with a ten-year maximum maturity. A term sheet describing the proposed 2013 NTIFA Refunding Notes, along with Resolutions of the NTIFA and the Council to authorize the 2013 NTIFA Notice, is attached. Bids will be received from qualified financing institutions on August 12th and a final recommendation regarding the placement of the 2013 Notice with a successful bidding firm will be forwarded to the NTIFA Trustees at that time.

Resolution

A RESOLUTION AUTHORIZING THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") TO ISSUE ITS TAX INCREMENT REVENUE NOTE, TAXABLE SERIES 2013 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$14,215,000; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUE AND AD VALOREM TAX INCREMENT REVENUE; APPROVING AND AUTHORIZING EXECUTION OF A GENERAL BOND INDENTURE AND A SERIES 2013 SUPPLEMENTAL NOTE INDENTURE (COLLECTIVELY, THE "INDENTURE") AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Norman Tax Increment Finance Authority (the "Authority") has been created by a Trust Indenture dated July 11, 2006, for the use and benefit of The City of Norman, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.4, inclusive, as amended and supplemented (the "Act"), the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City has adopted and approved the Norman University North Park Project Plan, as amended (the "Project Plan") by Ordinance No. O-0506-66 on May 23, 2006, as amended by Ordinance No. O-0809-8 on August 26, 2008 (collectively, the "TIF Ordinance"), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes 2011, Section 850, *et seq.* as amended (the "Local Development Act"); and

WHEREAS, the City, by virtue of the TIF Ordinance, has created Increment District No. 2, City of Norman (the "Increment District"), pursuant to the Local Development Act; and

WHEREAS, the City, University Town Center, LLC, an Oklahoma limited liability company (the "Developer"), and University North Park, LLC, an Oklahoma limited liability company ("UNP"), which is a wholly-owned subsidiary of the University of Oklahoma Foundation, Inc., an Oklahoma not-for-profit corporation (the "OU Foundation"), have heretofore entered into the Master Operating and Development Agreement dated as of August 22, 2006 (the "Master Agreement"), for the purpose of providing a framework for the development of University North Park (as defined in the Master Agreement); and

WHEREAS, acting pursuant to the Master Agreement, the City has agreed, on terms set forth in Development Agreements (as defined in the Master Agreement), to fund or cause to be funded certain Project Costs (as defined in the Master Agreement), including but not limited to: Initial Project Activity Costs, Legacy Park Project Costs, Economic Development Project Costs, Traffic and Roadway Improvements Project Costs, Conference Center and Cultural Facilities Project Costs, and Lifestyle Center Project Costs (each as defined in the Master Agreement and as may be more thoroughly described in the Development Agreements); and

WHEREAS, on June 30, 2009, the Authority did issue its Tax Increment Revenue Note, Taxable Series 2009, in the aggregate amount of \$14,560,000 (the "Series 2009 Note") for the purpose of (i) financing certain Project Costs authorized under the Project Plan, including Initial Project Activity Costs, a portion of Legacy Park Project Costs, and a portion of Traffic and Roadway Improvements Project Costs, along with related costs; (ii) reimbursing certain Project Costs incurred by or on behalf of the City; and (iii) paying certain costs associated with the issuance of the Series 2009 Note; and

WHEREAS, the Authority desires to refund the Series 2009 Note for the purpose of obtaining more favorable financing terms and funding additional Project Costs contemplated by the Project Plan; and

WHEREAS, the Authority deems it desirable and prudent to approve the transaction contemplated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE NORMAN TAX INCREMENT FINANCE AUTHORITY:

SECTION 1. INDEBTEDNESS AUTHORIZED. The Authority is authorized to incur an indebtedness by the issuance of its Tax Increment Revenue Note, Taxable Series 2013 for and on behalf of the City, in an aggregate principal amount of \$14,215,000 (the "Note") for the purpose of (i) refunding the outstanding amount of the Series 2009 Note; (ii) funding the Reserve Requirement of the Note; and (iii) paying certain costs associated with the issuance of the Note. The Note shall bear interest at the rate of ____% per annum and shall mature in principal installments as set forth on Exhibit "A" attached hereto.

SECTION 2. COMPETITIVE BIDDING WAIVED. Competitive bidding on the sale of said Note is waived and the Note is authorized to be sold to _____ (the "Purchaser"), at a price of par; provided, however, the Purchaser shall receive an acceptance fee in the amount of \$ _____.

SECTION 3. SECURITY AGREEMENT. The Authority hereby approves and authorizes the execution of a Security Agreement between the City and the Authority (the "Security Agreement"), which Security Agreement pertains to a pledge of certain sales tax increment revenue and ad valorem tax increment revenue as security for the Note.

SECTION 4. INDENTURE. The General Bond Indenture, as supplemented and amended by a Series 2013 Supplemental Note Indenture (collectively, the "Indenture"), both by and between the Authority and BOKF, NA dba Bank of Oklahoma, Oklahoma City, Oklahoma, as Trustee,

authorizing the issuance of and securing the payment of the Note approved in Section 1 hereof, is hereby approved and the Chairperson or Vice Chairperson and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 5. ORGANIZATIONAL DOCUMENT SUBJECT TO THE INDENTURE.

The organizational document creating the Authority is subject to the provisions of the Indenture referenced in Section 4 hereof.

SECTION 6. EXECUTION OF NECESSARY DOCUMENTS. The Chairperson or Vice Chairperson and Secretary or Assistant Secretary of the Authority are hereby authorized and directed on behalf of the Authority to execute and deliver the Note to _____, as Purchaser, and are further authorized and directed to execute all necessary documentation and closing and delivery papers required by Bond Counsel; approve the disbursement of the proceeds of the Note, including any costs of issuance; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the Authority; to make any transfers or disbursements of funds contemplated hereby; and to execute, record and file any and all the necessary financing statements and security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

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PASSED AND APPROVED THIS 13TH DAY OF AUGUST, 2013.

NORMAN TAX INCREMENT FINANCE
AUTHORITY

(SEAL)

By: _____
Chairperson

ATTEST:

By: _____
Secretary

CERTIFICATE
OF
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly and acting Secretary of the Norman Tax Increment Finance Authority.

I further certify that the Trustees of the Norman Tax Increment Finance Authority held a Regular Meeting at 6:30 o'clock P.M., on August 13, 2013, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 13TH DAY OF AUGUST, 2013.

NORMAN TAX INCREMENT FINANCE
AUTHORITY

Secretary of Authority

EXHIBIT "A"

[Principal Payment Schedule]

Payment Date	Principal Amount
September 1, 2014	\$750,000
September 1, 2015	800,000
September 1, 2016	850,000
September 1, 2017	1,000,000
September 1, 2018	1,250,000
September 1, 2019	1,500,000
September 1, 2020	1,650,000
September 1, 2021	1,775,000
September 1, 2022	1,850,000
September 1, 2023	2,790,000



City of Norman, OK

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

Master

File Number: R-1314-27

File ID: R-1314-27	Type: Resolution	Status: Non-Consent Items
Version: 1	Reference: Item No. 34	In Control: City Council
Department: Finance Department	Cost:	File Created: 08/07/2013
File Name: Financing NTIFA Notes	Final Action:	

Title: RESOLUTION NO. R-1314-27: A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") ISSUING ITS TAX INCREMENT REVENUE NOTE, TAXABLE SERIES 2013 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; APPROVING AND AUTHORIZING EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUES AND AD VALOREM TAX INCREMENT REVENUES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Notes: ACTION NEEDED: Motion to adopt or reject Resolution No. R-1314-27.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 34

Attachments: Text File R-1314-27 TIF, 09 Resolution City R-1314-27

Project Manager: Anthony Francisco, Director of Finance

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:
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Text of Legislative File R-1314-27

Body

BACKGROUND: On June 23, 2009, City Council, acting as the Norman Tax Increment Finance Authority (NTIFA) adopted Resolutions approving the issuance of its tax apportionment notes, Series, 2009. The 2009 NTIFA Notes were purchased by UNP Realty Investors, a subsidiary of the University of Oklahoma (OU) Foundation. The 2009 NTIFA Notes, in the amount of \$14,560,000 allowed draws by the NTIFA on an "as needed" basis. The draws from the notes were used primarily to finance the Rock Creek Overpass over I-35, and interchange improvements at the Northeast Quadrant of Robinson Street and I-35, and now the design and

construction of Legacy Park

The 2009 NTIFA Notes were issued on a floating interest rate scale, based on the one-year United States Treasury Security Rate, plus an escalating factor beginning on September 1, 2013. The interest rate has a floor rate of 3.75%. The floor interest rate has continued to apply since the first draw primarily because the US Treasury Security Rates have been at historic lows. Terms of the 2009 NTIFA Notes also gave the OU Foundation the right of approval of any use of TIF sales and property tax apportionments to insure the uses were consistent with the Indenture. The intent of both the Council/NTIFA and the lender (UNP Realty Investors) was to refinance the notes on the open market at a future time when the tax apportionment revenue history of the University North Park Development was more established. The target date for that refinance for more permanent financing was September of 2013.

DISCUSSION: In several Finance Committee meetings and the City Council Conference of July 9, 2013, direction was given to Staff to solicit bid proposals to refinance the outstanding NTIFA Note Indebtedness on a taxable basis, with a ten-year maximum maturity. A term sheet describing the proposed 2013 NTIFA Refunding Notes, along with Resolutions of the NTIFA and the Council to authorize the 2013 NTIFA Notice, is attached. Bids will be received from qualified financing institutions on August 12th and a final recommendation regarding the placement of the 2013 Notice with a successful bidding firm will be forwarded to the NTIFA Trustees at that time.

R-1314-27
Resolution

A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") ISSUING ITS TAX INCREMENT REVENUE NOTE, TAXABLE SERIES 2013 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; APPROVING AND AUTHORIZING EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUES AND AD VALOREM TAX INCREMENT REVENUES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Norman Tax Increment Finance Authority (the "Authority") has been created by a Trust Indenture dated July 11, 2006, for the use and benefit of The City of Norman, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.4, inclusive, as amended and supplemented (the "Act"), the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City has adopted and approved the Norman University North Park Project Plan, as amended (the "Project Plan") by Ordinance No. O-0506-66 on May 23, 2006, as amended by Ordinance No. O-0809-8 on August 26, 2008 (collectively, the "TIF Ordinance"), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes 2011, Section 850, *et seq.* as amended (the "Local Development Act"); and

WHEREAS, the City, by virtue of the TIF Ordinance, has created Increment District No. 2, City of Norman (the "Increment District"), pursuant to the Local Development Act; and

WHEREAS, the City, University Town Center, LLC, an Oklahoma limited liability company (the "Developer"), and University North Park, LLC, an Oklahoma limited liability company ("UNP"), which is a wholly-owned subsidiary of the University of Oklahoma Foundation, Inc., an Oklahoma not-for-profit corporation (the "OU Foundation"), have heretofore entered into the Master Operating and Development Agreement dated as of August 22, 2006 (the "Master Agreement"), for the purpose of providing a framework for the development of University North Park (as defined in the Master Agreement); and

WHEREAS, acting pursuant to the Master Agreement, the City has agreed, on terms set forth in Development Agreements (as defined in the Master Agreement), to fund or cause to be

funded certain Project Costs (as defined in the Master Agreement), including but not limited to: Initial Project Activity Costs, Legacy Park Project Costs, Economic Development Project Costs, Traffic and Roadway Improvements Project Costs, Conference Center and Cultural Facilities Project Costs, and Lifestyle Center Project Costs (each as defined in the Master Agreement and as may be more thoroughly described in the Development Agreements); and

WHEREAS, on June 30, 2009, the Authority did issue its Tax Increment Revenue Note, Taxable Series 2009, in the aggregate amount of \$14,560,000 (the "Series 2009 Note") for the purpose of (i) financing certain Project Costs authorized under the Project Plan, including Initial Project Activity Costs, a portion of Legacy Park Project Costs, and a portion of Traffic and Roadway Improvements Project Costs, along with related costs; (ii) reimbursing certain Project Costs incurred by or on behalf of the City; and (iii) paying certain costs associated with the issuance of the Series 2009 Note; and

WHEREAS, the Authority desires to refund the Series 2009 Note for the purpose of obtaining more favorable financing terms and funding additional Project Costs contemplated by the Project Plan; and

WHEREAS, the City deems it desirable and prudent to approve the transaction contemplated herein.

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

SECTION 1. Indebtedness Authorized. The Authority is hereby authorized to incur an indebtedness by the issuance of its Tax Increment Revenue Note, Taxable Series 2013 in the amount of \$14,215,000 (the "Note"), according to the terms and conditions of a General Bond Indenture, as supplemented and amended by a Series 2013 Supplemental Note Indenture, each by and between the Authority and BOKF, NA dba Bank of Oklahoma, as Trustee (collectively, the "Indenture"), provided that said Note shall never constitute a debt of the City.

SECTION 2. Organizational Document Subject to Indenture. The organizational document creating the Authority, is hereby made subject to the terms of the Indenture authorizing the issuance and securing the payment of the Note as more fully described in Section 1 hereof.

SECTION 3. Waiving Competitive Bidding; Approval of Sale Proceedings. The waiving of competitive bidding for the sale of the Note and the sale of said Note by the Authority to _____ (the "Purchaser"), at a price of par, is hereby approved; provided, however, the Purchaser shall receive an acceptance fee in the amount of \$ _____.

SECTION 4. Security Agreement. The City hereby approves and authorizes the execution of a Security Agreement between the City and the Authority (the "Security Agreement"), which Security Agreement pertains to a pledge of certain sales tax increment revenue and ad valorem tax increment revenue as security for the Note.

SECTION 5. Authorizing Execution. The Mayor or Mayor Pro Tem and City Clerk or Deputy City Clerk of the City representing the City at the closing of the above-referenced note issue

are hereby authorized to execute and deliver on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the Note, as directed by Bond Counsel and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the City; to make any transfers or disbursements of funds contemplated hereby; and to execute, record and file any and all the necessary financing statements and security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 13TH DAY OF AUGUST, 2013.

THE CITY OF NORMAN, OKLAHOMA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of The City of Norman, Oklahoma.

I further certify that the City Council of The City of Norman, Oklahoma, held a Regular Meeting at 6:30 o'clock p.m., on August 13, 2013, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Council Members present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 13TH DAY OF AUGUST, 2013.

THE CITY OF NORMAN, OKLAHOMA

(SEAL)

City Clerk



City of Norman, OK

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

Master

File Number: PP-1314-1

File ID: PP-1314-1	Type: Preliminary Plat	Status: Non-Consent Items
Version: 1	Reference: Item No. 35	In Control: City Council
Department: Public Works Department	Cost:	File Created: 06/20/2013
File Name: ASHTON GROVE ADDITION PRELIMINARY PLAT		Final Action:
Title: CONSIDERATION OF A PRELIMINARY PLAT FOR ASHTON GROVE ADDITION, A PLANNED UNIT DEVELOPMENT. (GENERALLY LOCATED AT THE NORTHEAST CORNER OF 48TH AVENUE N.W. AND WEST ROCK CREEK ROAD)		

Notes: ACTION NEEDED: Motion to approve or reject the preliminary plat for Ashton Grove Addition, a Planned Unit Development.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 35

Attachments: Text File Ashton Grove, Attachment A.pdf, Location Map - Ashton Grove, Prelim Ashton Grove, Stf-rept. prelim-plat-Ashton.pdf, Transportation Impacts - Ashton Grove, Predevelopment Ashton Grove, Greenbelt Comments Ashton Grove, 7-11-13 PC Minutes - PP-1314-1

Project Manager: Ken Danner, Subdivision 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	07/11/2013					

Text of Legislative File PP-1314-1

body

BACKGROUND: This item is a preliminary plat for Ashton Grove Addition, a Planned Unit Development, and is generally located north of West Rock Creek Road and east of 48th Avenue N.W. The original preliminary plat for Ashton Grove Addition expired in December, 2008. This property consists of 125.30 acres including 23.82 acres of common open space. Ashton Grove Addition, Section 1, a PUD consisted of 42 single family residential lots. There are a remaining 168 single family residential lots to be filed of record in Ashton Grove Addition. Of the remaining 168 lots to be developed, 89 of the lots will be located in the Villas consisting of smaller lots located on the western portion of the property. The other seventy-nine (79) lots will be consistent with the larger lots platted with Section 1.

City Council, on January 13, 1998, adopted Ordinance No. O-9798-23 placing this property in the Planned Unit

Development zoning classification. Planning Commission, at its meeting of July 11, 2013, recommended to City Council that the preliminary plat for Ashton Grove Addition, a Planned Unit Development, be approved.

DISCUSSION: The 168 residential lots in this addition are expected to generate approximately 1,692 trips per day. The traffic capacities on the affected roadways exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated. See Attachment A.

Public improvements consist of the following:

1. **Drainage.** Stormwater runoff will be conveyed to privately-maintained detention facilities.
2. **Fire Hydrants.** Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.
3. **Sanitary Sewers.** Sanitary sewer mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards.
4. **Streets.** Streets will be constructed in accordance with approved plans and City paving standards. The interior streets will be private streets. The owner paved Rock Creek Road full width as part of the final plat for Ashton Grove Addition, Section 1. Forty Eighth Avenue N.W. will not be constructed to a full width arterial based on the inability to develop on the west side of 48th Avenue N.W. If 48th Avenue N.W. is constructed in the future, it will require a City project for that completion.
5. **Sidewalks.** Sidewalks will be required adjacent to 48th Avenue N.W. As part of the approval of the Planned Unit Development, sidewalks are not required adjacent to the interior private streets.
6. **Water Mains.** Water mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. A twelve-inch (12") water main will be required adjacent to 48th Avenue N.W. There is an existing twelve inch (12") water main adjacent to West Rock Creek Road.

STAFF RECOMMENDATION: The owner desires to continue his project as originally proposed. Based on the above information, staff recommends approval of the preliminary plat for Ashton Grove Addition, a Planned Unit Development.

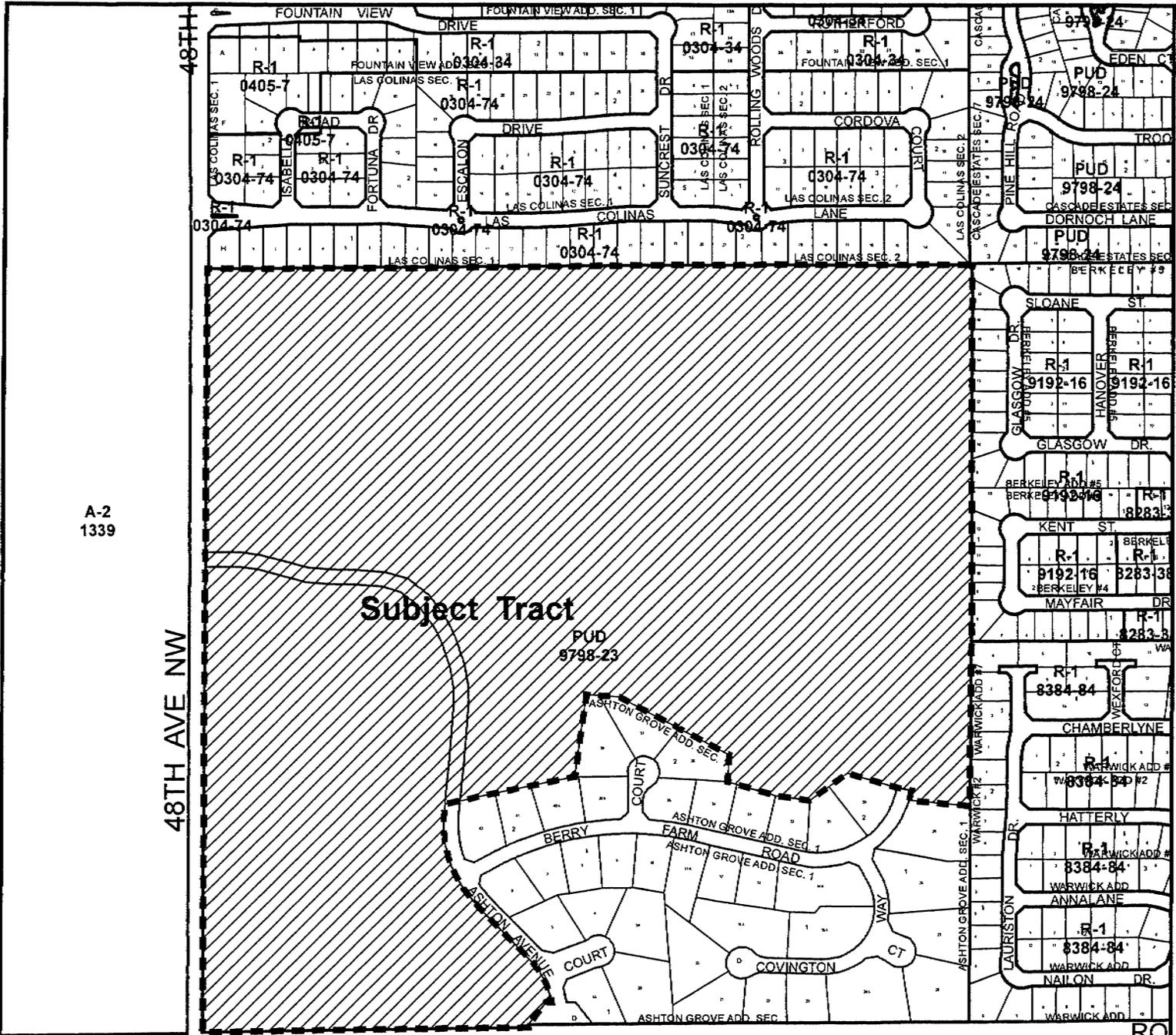
ATTACHMENT A

Preliminary Plat For Ashton Grove

STREET	NO. OF LANES	EXISTING TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
48 th Avenue NW	2	9,681 ¹	846	10,527	17,100	56.61	61.56
Rock Creek Road	4	6,236 ²	846	7,082	34,200	18.23	20.71

¹ Includes traffic from J&J Properties Development and surrounding area.

² Includes traffic from Brookhaven Development.



A-2
1339

48TH AVE NW

Subject Tract

PUD
8798-23

ROCK CREEK RD

A-2
1339

A-1
8384-122

RE
1857

GRAND VIEWEST

RE
0708-24

A-2
1339

MARR ESTATES SFP-0708-2

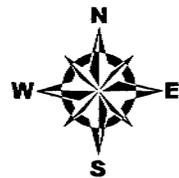
R-1
8384-90

A-2
1339

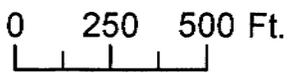
Location Map



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.

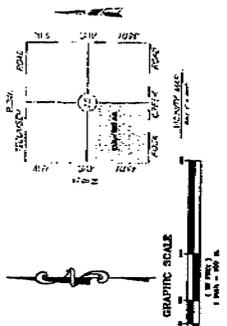


June 11, 2013



- Subject Tract
- Zoning
35-2

PRELIMINARY PLAT
ASHTON GROVE
 A PLANNED UNIT DEVELOPMENT
 BEING A PART OF THE S.W. 1/4,
 SECTION 15, T9N, R3W, I.M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA



NOTES

1. THIS PLAT IS A PRELIMINARY PLAT. THE PROPERTY SHOWN IS LOCATED AND DESCRIBED IN THE PUBLIC RECORDS OF CLEVELAND COUNTY, OKLAHOMA, BOOK 174, PAGE 174.

2. THE PROPERTY SHOWN IS BEING PLANNED AS A PLANNED UNIT DEVELOPMENT (PUD) UNDER THE PROVISIONS OF THE ZONING ORDINANCE OF CLEVELAND COUNTY, OKLAHOMA, CHAPTER 10, SECTION 10-1-1.

3. THE PROPERTY SHOWN IS BEING PLANNED AS A PLANNED UNIT DEVELOPMENT (PUD) UNDER THE PROVISIONS OF THE ZONING ORDINANCE OF CLEVELAND COUNTY, OKLAHOMA, CHAPTER 10, SECTION 10-1-1.

4. THE PROPERTY SHOWN IS BEING PLANNED AS A PLANNED UNIT DEVELOPMENT (PUD) UNDER THE PROVISIONS OF THE ZONING ORDINANCE OF CLEVELAND COUNTY, OKLAHOMA, CHAPTER 10, SECTION 10-1-1.

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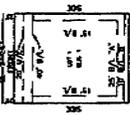
6. THE PROPERTY SHOWN IS BEING PLANNED AS A PLANNED UNIT DEVELOPMENT (PUD) UNDER THE PROVISIONS OF THE ZONING ORDINANCE OF CLEVELAND COUNTY, OKLAHOMA, CHAPTER 10, SECTION 10-1-1.

7. THE PROPERTY SHOWN IS BEING PLANNED AS A PLANNED UNIT DEVELOPMENT (PUD) UNDER THE PROVISIONS OF THE ZONING ORDINANCE OF CLEVELAND COUNTY, OKLAHOMA, CHAPTER 10, SECTION 10-1-1.

8. THE PROPERTY SHOWN IS BEING PLANNED AS A PLANNED UNIT DEVELOPMENT (PUD) UNDER THE PROVISIONS OF THE ZONING ORDINANCE OF CLEVELAND COUNTY, OKLAHOMA, CHAPTER 10, SECTION 10-1-1.

9. THE PROPERTY SHOWN IS BEING PLANNED AS A PLANNED UNIT DEVELOPMENT (PUD) UNDER THE PROVISIONS OF THE ZONING ORDINANCE OF CLEVELAND COUNTY, OKLAHOMA, CHAPTER 10, SECTION 10-1-1.

10. THE PROPERTY SHOWN IS BEING PLANNED AS A PLANNED UNIT DEVELOPMENT (PUD) UNDER THE PROVISIONS OF THE ZONING ORDINANCE OF CLEVELAND COUNTY, OKLAHOMA, CHAPTER 10, SECTION 10-1-1.



THE PROPERTY SHOWN IS BEING PLANNED AS A PLANNED UNIT DEVELOPMENT (PUD) UNDER THE PROVISIONS OF THE ZONING ORDINANCE OF CLEVELAND COUNTY, OKLAHOMA, CHAPTER 10, SECTION 10-1-1.

OWNER / DEVELOPER
 ASHTON GROVE L.C.
 105 S. JONES
 NORMAN, OKLAHOMA 73069
 405-447-3555 (O)
 405-447-3885 (F)
 281-460-5616 (M)

DESIGNED BY :
 SPEAR & McCALEER CO., INC.
 815 W. MAIN ST.
 OKLAHOMA CITY, OK. 73106
 (405) 232-7715

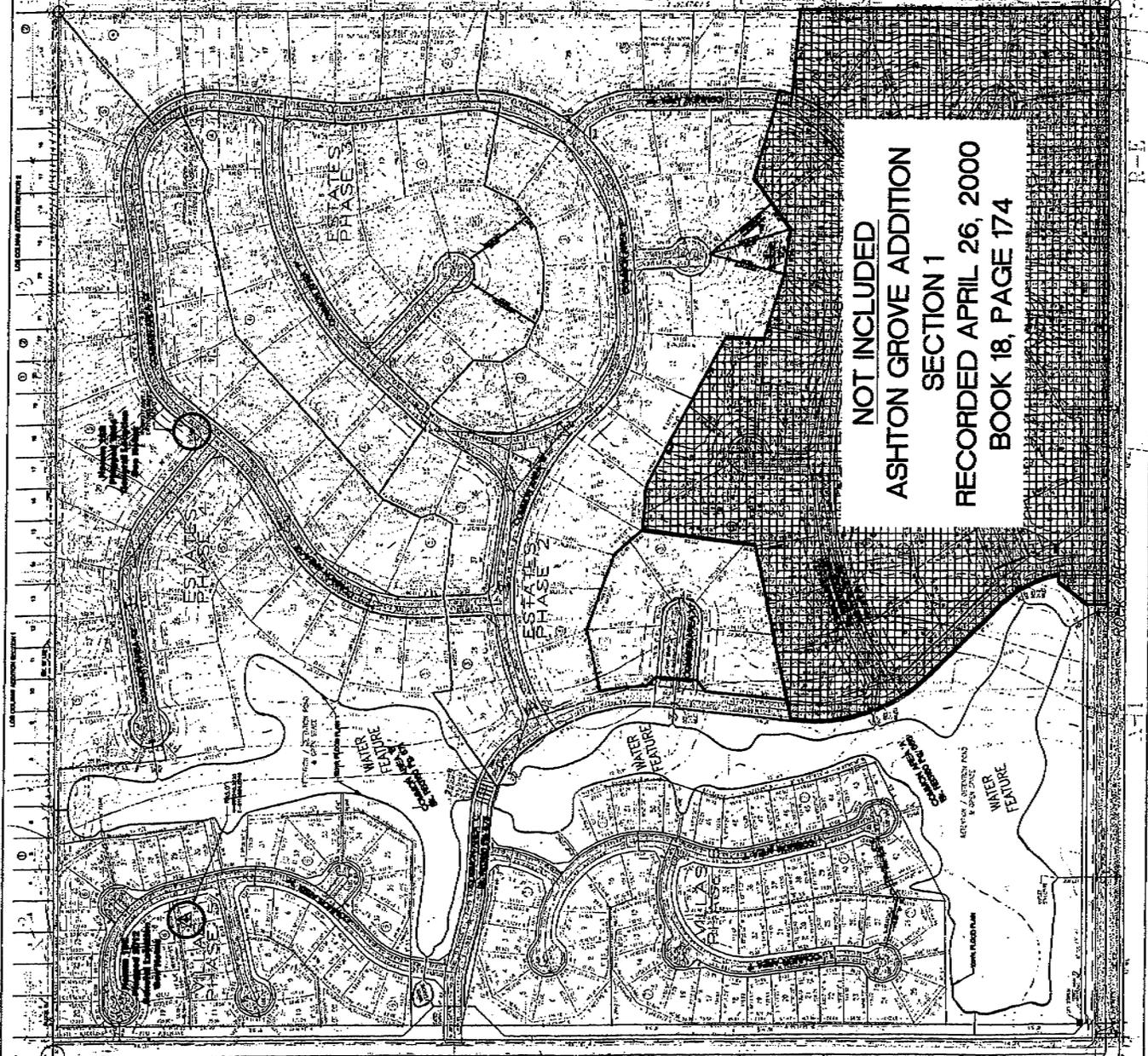
MODIFIED BY :
 RED PLAINS PROFESSIONAL, INC.
 2833 S. BRYANT AVE.
 EDMOND, OKLAHOMA 73013
 405-341-4031

APPROVED BY PLANNING COMMISSION
 JANUARY 13, 1998



PRELIMINARY PLAT
 ASHTON GROVE (P.U.D.)
 NORMAN, OKLAHOMA
 RED PLAINS PROFESSIONAL, INC.
 DATE: 1/13/98
 SHEET NO. 1

NOT INCLUDED
ASHTON GROVE ADDITION
SECTION 1
RECORDED APRIL 26, 2000
BOOK 18, PAGE 174



PRELIMINARY PLAT
PP-1314-1

ITEM NO.5

STAFF REPORT

ITEM: Consideration of a Preliminary Plat for ASHTON GROVE ADDITION, A PLANNED UNIT DEVELOPMENT.

LOCATION: Generally located at the northeast corner of the intersection of West Rock Creek Road and 48th Avenue N.W.

INFORMATION:

1. Owners. Hamm Corporation.
2. Developer. Hamm Corporation
3. Engineer. Carter-Burgess Engineering

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1320 annexing this property into the City of Norman.
2. November 6, 1997. The Norman Board of Park Commissioners, on a vote of 6-0, recommended approval of a private park to satisfy park land requirements.
3. November 13, 1997. Planning Commission, on a vote of 4-4, made no recommendation to City Council to place this property in the PUD and remove it from A-2 zoning classification.
4. November 13, 1997. Planning Commission, on a vote of 4-4, made no recommendation for the preliminary plat for Ashton Grove Addition.
5. January 13, 1998. City Council adopted Ordinance No. 0-9798-23, placing this property in the PUD and removing it from A-2 zoning classification and approved the preliminary plat/preliminary site development plan as part of the PUD proposal.
6. January 13, 2003. The approval of the preliminary plat for Ashton Grove Addition became null and void.
7. September 8, 2005. Planning Commission, on a vote of 7-0, postponed the preliminary plat for Ashton Grove Addition for one month.

8. October 13, 2005. Planning Commission, on a vote of 5-0-1, recommended to City Council that the preliminary plat for Ashton Grove Addition, a Planned Unit Development, be approved.
9. December 13, 2005. City Council approved the preliminary plat for Ashton Grove Addition, a Planned Unit Development with amendments.
10. December 13, 2008. The preliminary plat for Ashton Grove Addition, a Planned Unit Development became null and void.

IMPROVEMENT PROGRAM:

1. Fencing. Fencing/Screening will be installed adjacent to 48th Avenue N.W. for the residential lots that are backing or siding the minor arterial street.
2. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.
3. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
4. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards.
5. Sidewalks. Sidewalks are not proposed adjacent to the interior private streets. Sidewalks will be constructed adjacent to 48th Avenue N.W.
6. Storm Sewers. Storm sewers and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Storm water will be conveyed to proposed detention systems.
7. Streets. Streets will be constructed in accordance with approved plans and City paving standards. The interior streets will be private streets. The owner paved Rock Creek Road full width as part of the final plat for Ashton Grove Addition. Forty Eighth Avenue will not be constructed to a full width minor arterial based on the inability to develop on the west side of 48th Avenue. If 48th Avenue is constructed in the future, it would require a City project for that completion.
8. Water Mains. Water mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. There is an existing twelve-inch (12") water main adjacent to West Rock Creek Road. A twelve-inch water main will be required adjacent to 48th Avenue N.W.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.

2. Rights-of-Way. Forty-eighth Avenue N.W. will be dedicated with final platting. Interior streets are private to be maintained by the property owner's association.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary site development plan and preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: This property has been involved with litigation over the years. The owner desires to continue his project as originally proposed. Staff recommends approval of the preliminary plat for Ashton Grove Addition.

ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for Ashton Grove Addition, a Planned Unit Development, to City Council.

ACTION TAKEN: _____



CITY OF NORMAN

Development Review Form

Transportation Impacts

DATE: June 17, 2013

STAFF REVIEW BY: David R. Riesland, P.E.
City Traffic Engineer

PROJECT NAME: Ashton Grove Addition Preliminary PROJECT TYPE: Residential
 Owner: Ashton Grove L.C./Ashton Grove Master Association, Inc.
 Developer's Engineer: Pinnacle Consulting Management Group, Inc.
 Developer's Traffic Engineer:

SURROUNDING ENVIRONMENT (Streets, Developments)

Residential zoning surrounds this site with some floodplain to the west. Rock Creek Road is the main east/west roadway. 48th Avenue NW is the main north/south roadway.

ALLOWABLE ACCESS:

All access points are existing.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)

Rock Creek Road : 4 lanes (existing and future). Speed Limit - 40 mph. No sight distance problems. No median.
48th Avenue NW: 2 lanes (existing and future). Speed Limit - 45 mph. No sight distance problems. No median.

ACCESS MANAGEMENT CODE COMPLIANCE: YES NO

The existing access points for Ashton Grove have adequate separation and intersection corner clearance.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	2,178	1,089	1,089
AM Peak Hour	164	41	123
PM Peak Hour	215	135	80

TRANSPORTATION IMPACT STUDY REQUIRED? YES NO

RECOMMENDATION: APPROVAL DENIAL N/A STIPULATIONS

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

The 221 residential lots in this addition are expected to generate approximately 2,178 trips per day. The traffic capacities on the affected roadways exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated. Because of the development's size, the applicant was not required to conduct a comprehensive traffic impact study.

Applicant Ashton Grove LC
Location NE Corner 48th Avenue NE and Rock Creek Road
Case Number PD 13-17
Time 6:30-7:00 PM

Attendee	Stakeholder	Address	email	phone
Dow Hamm III	applicant	105 S Jones	dow@hammcorp.com	281-460-5616
Babette Patton	Applicant's attorney	Breathwit-Patton 500 N Walker OKC	bpatton@breathwit-patton.com	415-1780
Tara Koetter	neighbor	4430 Berry Farm Rd	tarakoetter@yahoo.com	410-7844
Max Weldon	neighbor	4431 Berry Farm Rd	jmweldon@cox.net	329-7712
David Duncan	neighbor	2601 Berry Farm Rd	dmduncan@cox.net	447-5574
Jeff Cummins	neighbor	4401 Berry Farm Rd	jcummins58@gmail.com	360-3286
John and Kathleen Grizzle	neighbors	4420 Berry Farm Rd	jgrizzle@ok.mercy.net kate.grizzle@gmail.com	701-0137
Wally Kerr	Interested observer	2500 McGee Dr.	wally@kerrteam.com	321-8326
Elaine Haack	Interested observer	100 N Broadway OKC	shaack@hallestill.com	553-2861
Ken Danner	City Public Works			366-5458
Leah Messner	City Attorney's office			217-7748
Susan Atkinson	City Facilitator			366-5392

Application Summary. The applicant is seeking to renew an expired preliminary plat for undeveloped portions of the 126-acre Ashton Grove subdivision in northwest Norman. This preliminary plat would include only the remaining undeveloped portions of the original Ashton Grove Addition. Section 1 of the Ashton Grove Addition was final platted and filed of record and is therefore not included in the proposed preliminary plat. The

current zoning for the parcel is PUD per O-9798-23. The current *Norman 2025 Land Use Plan* designation for the parcel is Low Density Residential.

Applicant's Opportunity. Within the total area of the 126-acre Ashton Grove Addition, proposed uses include:

- 100 Estate lots: 69 acres +/-
- 89 Villa lots: 27 acres +/-
- Common areas: 30 acres +/-

Neighbors' Comments.

Pending contracts. A neighbor asked if the applicant had contracts for buyers to purchase the 32 estate lots.

Applicant's Response. He responded that the final plat for the addition had been pending for 2 years and that they had contracts for sale for 18 of the 32 lots that may or may not still be valid.

Common Areas. Neighbors asked about common areas.

Applicant's Response. He responded that he seeks to maintain all existing common areas but that there would be no additional improvements to those existing common areas.

Front Gate. Neighbor asked about placement of the addition's front gate, which has been the subject of past litigation.

Staff Response. City legal staff stated that it was not appropriate for staff to comment on pending litigation.

GBC 13-20

Applicant: Ashton Grove, LC

Location: Northeast corner of Rock Creek Road and 48th Avenue NW

Proposal: Preliminary Plat

Greenbelt Commission Final Comments - GBC 13-20

Meeting of June 17, 2013

The Greenbelt Commission sends the application forward with the following comments:

- The application is sent forward with the suggestion to the developer to consider an allowable design option for separate pedestrian walkways following ADA guidelines on any new construction.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 11, 2013

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 11th day of July 2013. 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 Chris Lewis called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT

Jim Gasaway
Andy Sherrer
Cindy Gordon
Sandy Bahan
Tom Knotts
Chris Lewis

MEMBERS ABSENT

Curtis McCarty
Roberta Pailes
Dave Boeck

A quorum was present.

STAFF MEMBERS PRESENT

Susan Connors, Director, Planning &
Community Development
Jane Hudson, Principal Planner
Janay Greenlee, Planner II
Ken Danner, Subdivision Development
Manager
David Riesland, Traffic Engineer
Roné Tromble, Recording Secretary
Leah Messner, Asst. City Attorney
Larry Knapp, GIS Analyst II
Terry Floyd, Development Coordinator

* * *

Item No. 2, being:

CONSENT DOCKET

Chairman Lewis read the titles of Consent Docket items, consisting of the following:

Item No. 3, being:

APPROVAL OF THE JUNE 13, 2013 REGULAR SESSION MINUTES

Item No. 4, being:

COS-1314-1 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY BARBARA PARR (JIVIDEN AND COMPANY, P.L.L.C.) FOR CADDELL ESTATES GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 72ND AVENUE S.E. AND STATE HIGHWAY No. 9.

Item No. 5, being:

PP-1314-1 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY ASHTON GROVE L.C. AND ASHTON GROVE MASTER ASSOCIATION, INC. (TONY COLE) FOR ASHTON GROVE ADDITION GENERALLY LOCATED AT THE NORTHEAST CORNER OF 48TH AVENUE N.W. AND ROCK CREEK ROAD.

Item No. 6, being:

SFP-1314-1 – CONSIDERATION OF A SHORT FORM PLAT SUBMITTED BY ASPEN MIDWEST INVESTMENTS, L.L.C. (DAVID LOUY) FOR ASPEN MIDWEST ADDITION FOR PROPERTY LOCATED AT 1214, 1218 AND 1222 WEST LINDSEY STREET.

*

Chairman Lewis asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, he asked whether any member of the audience wished to speak regarding any item. There being none, he asked for discussion by the Planning Commission.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Jim Gasaway moved to place approval of Item Nos. 3 through 6 on the Consent Docket and approve by one unanimous vote. Tom Knotts seconded the motion.

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

YEAS	Jim Gasaway, Andy Sherrer, Cindy Gordon, Sandy Bahan, Tom Knotts, Chris Lewis
NAYES	None
ABSENT	Curtis McCarty, Roberta Pailes, Dave Boeck

Ms. Tromble announced that the motion, to place approval of Item Nos. 3 through 6 on the Consent Docket and approve by one unanimous vote, passed by a vote of 6-0.

Item No. 5, being:

PP-1314-1 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY ASHTON GROVE L.C. AND ASHTON GROVE MASTER ASSOCIATION, INC. (TONY COLE) FOR ASHTON GROVE ADDITION GENERALLY LOCATED AT THE NORTHEAST CORNER OF 48TH AVENUE N.W. AND ROCK CREEK ROAD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Pre-Development Summary
6. Greenbelt Commission Comments

PP-1314-1, the Preliminary Plat for ASHTON GROVE ADDITION was approved on the Consent Docket by a vote of 6-0.

* * *



City of Norman, OK

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

Master

File Number: R-1213-139

File ID: R-1213-139	Type: Land Use Plan Resolution	Status: Non-Consent Items
Version: 2	Reference: Item No. 36	In Control: City Council
Department: Planning and Community Development Department	Cost:	File Created: 05/13/2013
File Name: Park 7 Group 2025	Final Action:	

Title: RESOLUTION NO. R-1213-139: 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-1213-14, SO AS TO PLACE PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE MEDIUM DENSITY RESIDENTIAL DESIGNATION AND REMOVE THE SAME FROM THE LOW DENSITY RESIDENTIAL DESIGNATION. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. APPROXIMATELY 620 FEET NORTH OF CEDAR LANE ROAD)

Notes: ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-139, Land Use Plan Amendment No. LUP-1213-14; and, if adopted, amend the NORMAN 2025 Land Use and Transportation Plan according thereto

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 36

Attachments: Text File R-1213-139 LUP, R-1213-139, 2025 Map, Staff Report, Predevelopment Summary Park 7, 6-13-13 PC Minutes - R-1213-139 O-1213-56 PP-1213-19

Project Manager: Jane Hudson, Principal Planner

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	06/13/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	07/09/2013		Pass

Action Text: A motion was made by Commissioner Boeck, seconded by Commissioner McCarty, that this Resolution be Recommended for Adoption at a subsequent City Council Meeting to the City Council , due back on 7/9/2013. The motion carried by the following vote:

Text of Legislative File R-1213-139

Body

SUMMARY OF REQUEST: The applicant has submitted a request to amend the NORMAN 2025 Land Use and Transportation Plan from Low Density Residential to Medium Density Residential designation. This designation change will allow for the construction of a 304-unit, 950-bedroom student housing development. The land under review was set aside on the NORMAN 2025 Land Use and Transportation Plan as Low Density Residential due to its proximity to existing single-family homes to the south, across Cedar Lane Road. The accompanying zoning request would rezone the tract from A-2, Rural Agricultural District, to a Planned Unit Development for multi-family housing.

ANALYSIS: The 2025 Plan identifies two criteria that must be examined before a land use designation change is approved.

1. **There has been a change in circumstances resulting from development of the properties in the general vicinity, which suggest that the proposed changes will not be contrary to the public interest.** In the last eight years there have been several new multi-family complexes built in the vicinity of this proposed development. Among others, there is the Campus Crest Grove PUD student housing development directly to the north of this proposed development and another multi-family development along Cedar Lane Road and 24th Avenue SE.

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.** As noted above there is a student housing project to the north of this proposed development. This proposal is very similar to the previously approved development to the north. The applicant has submitted a Traffic Impact Analysis that has been reviewed by City staff and deemed acceptable. This proposal has direct access to 12th Avenue SE which creates access to State Highway 9 to the north and Cedar Lane Road to the south. With the increased traffic from multi-family developments in this area a signal is now warranted at the corner of 12th Avenue SE and Cedar Lane Road. Installation of this new signal will help alleviate any impacts from additional traffic these multi-family developments may create.

STAFF RECOMMENDATION: This area has changed over the last few years with higher intensity zoning uses, creating an acceptable area for additional multi-family development.

Staff recommends approval of Resolution No. R-1213-139.

At their June 13, 2013 meeting, the Planning Commission, by a vote of 5-0, recommended adoption of this resolution.

Resolution

R-1213-139
LUP-1213-14

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-1213-14**, SO AS TO PLACE PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE MEDIUM DENSITY RESIDENTIAL DESIGNATION AND REMOVE THE SAME FROM THE LOW DENSITY RESIDENTIAL DESIGNATION. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. APPROXIMATELY 620 FEET NORTH OF CEDAR LANE ROAD)

- § 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, Park 7 Group has requested that the following described property be moved from the Low Density Residential Designation and placed in the Medium Density Residential Designation of the NORMAN 2025 Land Use and Transportation Plan, to wit:

A tract of land lying in a portion of the SW/4 of Section 9, T8N, R2W of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at the SW/C of the filed final plat of CAMPUS CREST ADDITION (as filed in Book 23 of Plats, Page 35)

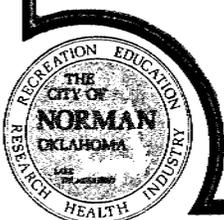
THENCE North 89°23'29" East along the South line of said final plat a distance of 1926.51 feet;

THENCE South 27°35'51" East a distance of 776.57 feet;

THENCE South 89°23'29" West a distance of 2289.36 feet;

THENCE North 00°15'19" West a distance of 692.07 feet to the POINT OF BEGINNING.

Said tract of land containing 1,458,682 square feet or 33.50 acres, more or less.



R-1213-139
LUP-1213-14
Page 2 of 2

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

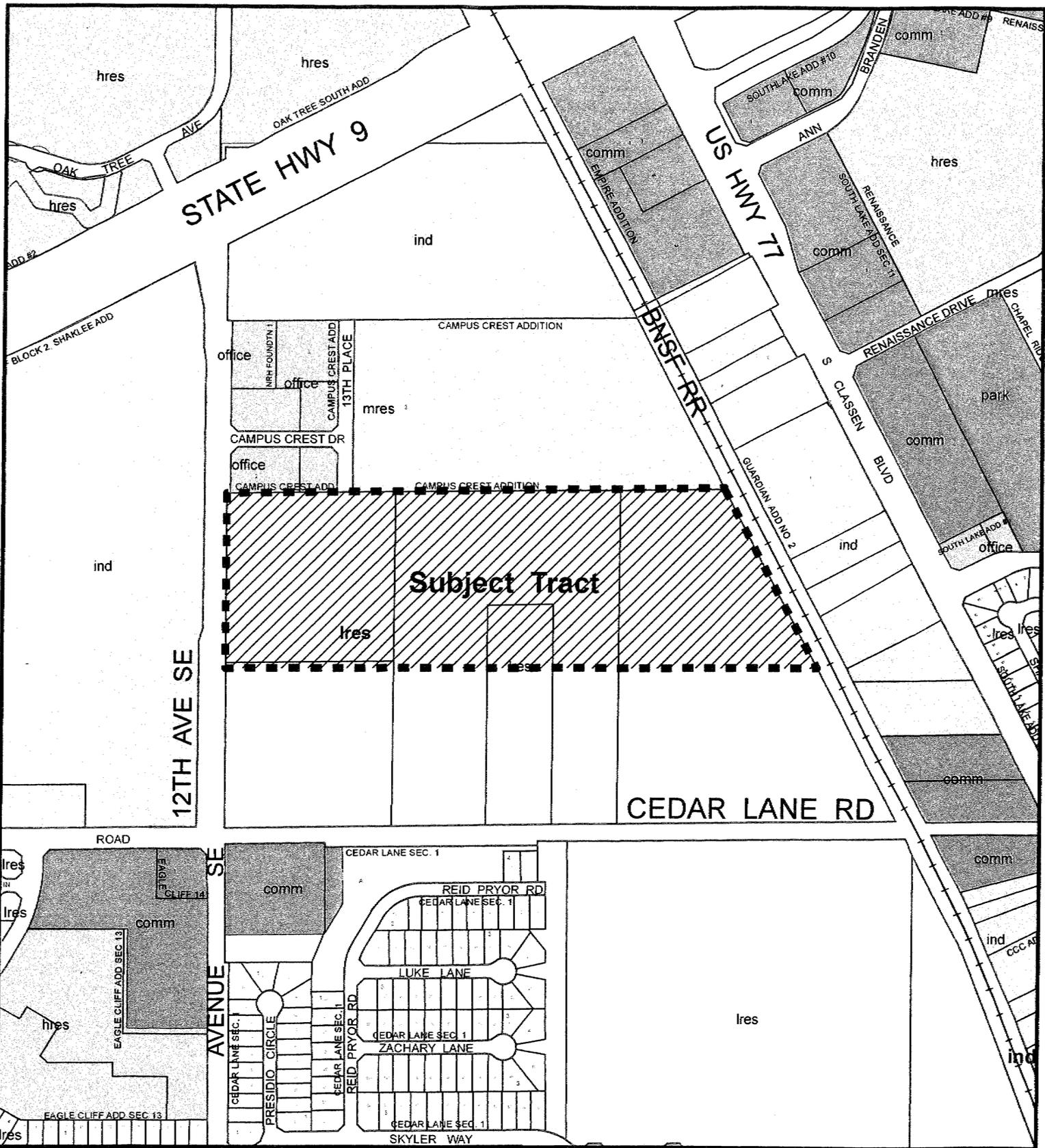
- § 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration, has determined that the requested amendment is compatible with the adopted NORMAN 2025 Land Use and Transportation Plan and does hereby approve the requested amendment.

PASSED and ADOPTED this _____ day of _____, 2013.

Mayor

ATTEST:

City Clerk



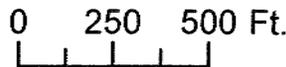
Norman 2025 Land Use Plan



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.



May 15, 2013



-  Subject Tract
-  Zone 36-3

RESOLUTION NO. R-1213-139

ITEM NO. 13a

STAFF REPORT

ITEM: Park 7 Development Group requests amendment of the NORMAN 2025 Land Use and Transportation Plan from Low Density Residential Designation to Medium Density Residential Designation for property generally located on the east side of 12th Avenue S.E. approximately 620 feet north of Cedar Lane Road.

SUMMARY OF REQUEST: The applicant has submitted a request to amend the 2025 Land Use and Transportation Plan from Low Density Residential to Medium Density Residential designation to allow for the construction of a 304 unit, 950 bedroom student housing development. The land under review was set aside on the 2025 Land Use Plan as Low Density Residential due to its proximity to existing single-family homes. The accompanying zoning request would rezone the tract from Agricultural District to a Planned Unit Development for multi-family housing.

ANALYSIS: The 2025 Plan identifies two criteria that must be examined before a land use designation change is approved.

1. **There has been a change in circumstances resulting from development of the properties in the general vicinity, which suggest that the proposed changes will not be contrary to the public interest.** In the last eight years there have been several new multi-family complexes built in the vicinity of this proposed development. There is the Campus Crest Grove PUD student housing development directly to the north of this proposed development and another multi-family development along Cedar Lane Road and 24th Avenue SE.
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.** As noted above there is a student housing project to the north of this proposed development. This proposal is very similar to the previously approved development to the north. The applicant has submitted a Traffic Impact Analysis that has been reviewed by city staff and deemed acceptable. This proposal has direct access to 12th Avenue SE which creates access to State Highway 9 to the north or Cedar Lane Road to the south. With the increased traffic from multi-family developments in this area a signal is now warranted at the corner of 12th Avenue SE and Cedar Lane Road. Installation of this new signal will help alleviate any impacts from additional traffic these multi-family developments will create.

STAFF RECOMMENDATION: This area has changed over the last few years with higher intensity zoning uses, creating an acceptable area for additional multi-family development.

Staff recommends approval of Resolution 1213-139.

City of Norman Predevelopment

April 25, 2013

Applicant Park 7 Group
Location East side of 12th Avenue SE between Highway 9 and Cedar Lane Road
Case Number PD 13-07
Time 5:30-6:00 PM

Attendee	Stakeholder	Address	email	phone
Paul Levine	Applicant	25 Twin Walks Lane Weston, CT 06883	plevine@park7 group.com	203-246-7474
Tom McCaleb	Applicants' Engineer	815 W. Main Oklahoma City, OK 73106	tomm@smcokc.com	232-7715
Sean Rieger	Applicant's Representative	136 Thompson	sp@riegerllc.com	329-6070
Wiley Madole	Neighbor	1501 Cedar Lane		321-9695
Dorothy Armstrong	Neighbor	1401 Cedar Lane		329-0066
Jane Hudson	City Facilitator			366-5344
Leah Messner	City Attorney			217-7748
Terry Floyd	City Manager's Office			366-5446
Ken Danner	Public Works			366-5458

Application Summary. The applicants are proposing a student housing development on approximately 33 acres directly south of the Campus Crest development, currently under construction. The development will have approximately 920 beds with 308 units. The buildings will be 3-story, stick built buildings. The development will have the typical amenities; clubhouse, theatre, pool, basketball and volleyball areas.

Neighbors. Two neighbors were in attendance but had no comments or questions.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JUNE 13, 2013

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 13th day of June 2013. 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.

Vice Chairman Tom Knotts called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT

Curtis McCarty
Cindy Gordon
Dave Boeck
Sandy Bahan
Tom Knotts

MEMBERS ABSENT

Jim Gasaway
Roberta Pailles
Andy Sherrer
Chris Lewis

A quorum was present.

STAFF MEMBERS PRESENT

Susan Connors, Director, Planning &
Community Development
Jane Hudson, Principal Planner
Janay Greenlee, Planner II
Ken Danner, Subdivision Development
Manager
Roné Tromble, Recording Secretary
Jeff Bryant, City Attorney
Leah Messner, Asst. City Attorney
Larry Knapp, GIS Analyst II
Terry Floyd, Development Coordinator
David Riesland, Traffic Engineer

* * *

Item No. 13, being:

RESOLUTION NO. R-1213-139 – PARK 7 GROUP REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1213-14) FROM LOW DENSITY RESIDENTIAL DESIGNATION TO MEDIUM DENSITY RESIDENTIAL DESIGNATION FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. APPROXIMATELY 620 FEET NORTH OF CEDAR LANE ROAD.

ITEMS SUBMITTED FOR THE RECORD:

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

and

ORDINANCE NO. O-1213-56 – PARK 7 GROUP REQUESTS REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. APPROXIMATELY 620 FEET NORTH OF CEDAR LANE ROAD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. PUD Narrative & Exhibits

and

PP-1213-19 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY PARK 7 GROUP (SMC CONSULTING ENGINEERS, P.C.) FOR PARK 7 GROUP ADDITION, A PLANNED UNIT DEVELOPMENT FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. APPROXIMATELY 620 FEET NORTH OF CEDAR LANE ROAD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Development Plan
6. Oil Well Site Plan
7. Request for Variance for Construction of a Cul-de-sac
8. Exhibit A

PRESENTATION BY STAFF:

1. Jane Hudson – The application is for Park 7 Development. They're requesting a Land Use and Transportation Plan amendment from Low-Density Residential to Medium-Density Residential Designation. Here's the existing land use and transportation plan designation for the area currently. We've got industrial to the west. Under construction right now, a medium density residential apartment complex with some additional office to the north. Then we've got the low density residential area to the south. Across the railroad tracks, more industrial uses with some commercial as well. If approved, it would grow the medium density residential into this tract. The rezoning is from A-2 to Planned Unit Development for multi-family use. Again, the current zoning is a low-density residential; it's currently A-2 – it's agricultural, actually, with industrial to the west and the Planned Unit Development for multi-family to the north, and again the industrial on the east side and the commercial. Existing land use – we've got some single-family homes that will be south of this development, which are on Cedar Lane Road, and some more single family homes that are going in on the south side of Cedar Lane, and the multi-family on the north side. This is a photo of the site looking from 12th to the east. This is Astellas on the west side, heavily buffered with trees. This is on the west side looking north slightly; you can see the access to Highway 9 at the stop light. This is another shot of the site. There are some oil tankers and oil well on that site. Some of that stuff will have to be buffered and some of it may even be relocated – I'm not sure at this point. That's the site looking to the east. Again, there's the south – you can

see the single-family homes in the distance. This is another shot just to show you a photo of the multi-family that is being built on the north side. Staff received no protests for this. We feel like it's an appropriate location for another multi-family use since there's one to the north. Staff supports the recommendation for Resolution No. R-1213-139 and Ordinance No. O-1213-56. The applicant's representative is here with a presentation and will be available for questions as well.

2. Mr. Boeck – What kind of street improvements are they doing? Usually with a development you have to widen lanes or put in curb and gutter. Ms. Hudson – I can't speak to that. I'm not sure if they are deferring it.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, 136 Thompson Drive, representing the applicant – I tend to be a little superstitious, so when you rattled off the 13s, I hadn't thought about that, but hopefully it will not affect us tonight. I will answer your question, Commissioner Boeck, with Tom McCaleb here after I get through showing you about the project. It is an important question because of the project happening on 12th and Cedar Lane. Let me take you through what the project is. Park 7 Group. This is, as Jane showed you, she showed you the location. Just to reiterate, what we're basically doing is mimicking the 2025 immediately to the north of us; we're simply doing the same thing that's immediately to the north of us and extending it just a little bit south. And the same thing here, zoning would be doing the same thing that's immediately to the north of us and extending it south. There's the filed preliminary plat. It is one lot. It has the option to be a gated community. One lot developments like these are actually good for the City because it's the developer that maintains everything within them. You're not maintaining the streets and the roads and the drives; it's the developer that maintains all of that going forward. That's the filed preliminary site plan. I have a better view of that here as we go through it. That's a view just of the area with this put on top of the aerial, and that's the Campus Crest development to the north of it. This is the site plan for this project, and to talk you through it a little bit, it's about a 33 acre site. 12th Avenue right over here on the left. The entry is, more or less, in the middle of the development. You see detention basins on each side of the entry and, basically, arranged along the spine. You see the spine going right through the site. The main feature piece at the entry point is a clubhouse – really quite a striking clubhouse. I'll show you that in just a moment. That's where most of the activity will happen for the residents as they come together in this space and enjoy each other's company. The residential dwelling units then are arrayed around that large spine. It's important to note that they are orienting all their buildings so the views happening east and west, so in anticipation of future development to the south these buildings do not look south into the area; rather they look east and west as they're oriented along the south space here. Significant green space left, and they have green spaces in between each of the buildings again for the residences. It equates to about 52 percent of open space across this development. It has a wide variety of units within the development. They've planned to do it in two phases, probably about 77 percent of the units will be built initially and left with about 23 percent to build later. Again, a wide variety of uses, all the way from studio spaces to five-bedroom townhomes, and everything in between. This complex has many different options to offer for the students that come. It is focused on students. It is student housing. Of course, legally we do not just say that we can only rent to students, but that is the primary focus of the project, and that's who it will be oriented towards, just like Campus Crest, which is right here. Campus Crest orients toward students as well. The location – you see all of the student housing – much of it in this area – continuing to be that case. The distance is really very close – about two miles if you head up that way to the Lloyd Noble CART loop, and about 2.7 miles to the stadium, and that's actual travel distance, not as the crow flies.

Developer profile, just a quick viewpoint on this. This developer is a large, national developer. Since 1998 they've done over 7,500 units in 13 states. They are here tonight all the way from Manhattan, New York. They had trouble getting here today; thankfully they made it through their weather on the east side of the country and they got here just a short time ago.

But they are a build and hold philosophy. The own, manage, develop and construct their units across the country.

This is the clubhouse as you would see it from 12th Avenue – really quite a striking feature – a modern piece. That would be the entry building off of 12th Avenue. This is the back side of it – a resort style pool. You see the seating at the pool, fountains around the pool. Within this clubhouse – this is when you think back to college and you think I didn't quite live like this, but this is how they're doing it nowadays and you see a 24/7 access fitness center, resort style pool and spa, yoga studio, computer lab, cyber café, computer room and study center, stand-up tanning beds, game room, poker tables – not house money; we do not sponsor wagering here, but they will have that – movie theater, golf simulator. You name it, they will have it on this site. This is really quite an impressive development that will be there for the students. Site amenities, again, in this main area around the clubhouse and the resort style pool – basketball court, sand volleyball court, extensive bike racks. We anticipate significant biking from this area, particularly with the 12th Avenue and Cedar Lane bike lanes that are going to be put into the area, and biking up to the OU campus. But shuttle service is provided. This developer provides shuttle service to the campus for their residents, so that's not necessarily a need, but we think it could be something they do quite a bit of. There's a typical elevation of one of the units. You see different articulations and colors and materials. Unit amenities – I'm going to kind of breeze through these, but really fairly high-end things – hardwood style floors, stainless steel appliances. This is clearly marketing to the high end of students and with all the amenities I think they'll probably get them on this site. Get you a quick view. Again many different schemes within the site. This is just one of many different arrangements they offer. This is the 3-bedroom flat. Each bedroom – fairly large bedrooms. You see the size of that bed. Large walk-in closets. Each bedroom having its own restroom – bathroom. Fairly significant improvements.

This one comes to you as clean as they get. There is no protests, broad support, staff support, Parks Board unanimous approval. Pre-Development two neighbors showed up; both were in support. There are no protests. Greenbelt Commission was positive; they liked the open space within this and the arrangement of it. And, with that, the developer is here. The engineer is here, and the traffic person is here as well. I will ask Tom to come up and answer the question about the road construction. There has been quite a bit of discussion with him and staff on that point.

2. Tom McCaleb, engineer for the applicant – This project does have those requirements, Mr. Boeck. The previous project – the one north, Campus Crest – when we did that one, that was in the interim time. The City was contemplating having a real project there, so the staff asked us to defer those paving costs, which Campus Crest did. So they've given the check to the City. The staff is again asking us to defer these costs the same way we did Campus Crest. If you read the staff report, and I'm sure you have, the City has asked us to do a TIA. We did one – Traffic Impact Analysis – to review traffic. In that, we determined that a left turn lane will be added, and we're going to defer that cost, add it to the City costs to that project. In addition, there's an interim situation that we want to take care of now. Interim means right now, after we build the thing, and before the City starts their project. We're not sure how those days will comingle, but we anticipate that we may be in operation prior to that City project happening. So we have an interim situation that we're going to accommodate and the developer will take care of the interim situation by restriping 12th to Highway No. 9, doing a lane there – striping a lane on No. 9 access, and fixing the red light so it will accommodate both those lanes. So that is expended from this developer. Hope that answers your question.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Dave Boeck moved to recommend adoption of Resolution No. R-1213-139, Ordinance No. O-1213-56, and PP-1213-19, the Preliminary Plat for PARK 7 GROUP ADDITION, A Planned Unit Development, with a variance in the requirement for the construction of a cul-de-sac terminating 13th Place, to City Council. Curtis McCarty seconded the motion.

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

YEAS	Curtis McCarty, Cindy Gordon, Dave Boeck, Sandy Bahan, Tom Knotts
NAYS	None
ABSENT	Jim Gasaway, Roberta Pailles, Andy Sherrer, Chris Lewis

Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-1213-139, Ordinance No. O-1213-56, and PP-1213-19, the Preliminary Plat for PARK 7 GROUP ADDITION, A Planned Unit Development, with a variance in the requirement for the construction of a cul-de-sac terminating 13th Place, to City Council, passed by a vote of 5-0.

* * *

RECESS
7:37 to 7:46 p.m.

* * *



City of Norman, OK

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

Master

File Number: O-1213-56

File ID: O-1213-56	Type: Ordinance	Status: Non-Consent Items
Version: 2	Reference: Item No. 37	In Control: City Council
Department: Planning and Community Development Department	Cost:	File Created: 05/13/2013

File Name: Park 7 Group Rezone

Final Action:

Title: CONSIDERATION OF ORDINANCE NO. O-1213-56 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHWEST QUARTER OF SECTION 9 OF TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. APPROXIMATELY 620 FEET NORTH OF CEDAR LANE ROAD)

Notes: ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-56 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-56 upon Final Reading as a whole.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 37

Attachments: O-1213-56, Location Map, Park 7 Rezone Staff Report, PUD Narrative 6-6-13, 6-13-13 PC Minutes - R-1213-139 O-1213-56 PP-1213-19

Project Manager: Jane Hudson, Principal Planner

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	06/13/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	07/09/2013	Pass
	Action Text:	A motion was made by Commissioner Boeck, seconded by Commissioner McCarty, that this Zoning Ordinance be Recommended for Adoption at a subsequent City Council Meeting to the City Council, due back on 7/9/2013. The motion carried by the following vote:				
2	City Council	07/23/2013	Introduced and adopted on First Reading by title only			Pass
	Action Text:	That this Zoning Ordinance be Introduced and adopted on First Reading by title only. by consent roll call				

Text of Legislative File O-1213-56

Body

BACKGROUND: The applicant has submitted a request to rezone an undeveloped tract of land from A-2, Rural Agricultural District, to PUD, Planned Unit Development, for a student housing project. The land under review was set aside on the 2025 Land Use and Transportation Plan as Low Density Residential; this proposal will designate the property as Medium Density Residential. The development will consist of 304 units with 950 bedrooms for a student housing development.

ANALYSIS: The particulars of this PUD include:

USE: As proposed, the project will be a student housing development focusing on the University of Oklahoma students as their residents. The project will consist of 304 units, 950 bedrooms, with associated amenities of a pool, theatre and clubhouse.

DESIGN: One entrance to the subdivision is proposed from 12th Avenue SE. The proposal is for three-story buildings to be constructed on this site. The landscaping shall be provided in conformity to the City of Norman Landscape Ordinance. The developer reserves the right to gate the community and agrees that if gated it will be designed to City standards.

OPEN SPACE: There are open space and green space areas located throughout the development. The open space area totals 50%.

PARKING: The parking is distributed throughout the development, in number of spaces that meet the City requirements. The PUD states 1,097 parking spaces will be provided. This equals approximately 3.6 parking spaces per dwelling unit.

LIGHTING: The lighting proposed for the site shall be installed in conformance with the City of Norman Commercial Outdoor Lighting Standards.

SIGNAGE: All signage shall be in conformance with the City of Norman's Sign Code. The additional comment in the PUD stated "signs may be lit and landscaped with appropriate vegetation and planter boxes designed so as not to interfere with traffic sight lines."

FENCING: There are several homes to the south of this development. These homes face Cedar Lane Road. There is a great deal of agricultural land between this proposed development and those single-family homes; however, the applicant has agreed to fence the south side of this development to screen those single-family homes from this development.

ISSUES:

OIL WELL: There is an existing well site and tank battery located on this tract of land. The site development plan has been redesigned to meet the building setback requirements for those areas and all City oil and gas well regulations.

OTHER AGENCY COMMENTS:

PARKS BOARD: The developer has proposed fee-in-lieu for parkland. At their meeting on June 6, 2013, by a vote of 9-0, the Board of Parks Commissioners recommended fee-in-lieu of park land dedication.

PUBLIC WORKS: A Traffic Impact Study was submitted and reviewed by staff. Detention will be provided for storm water run-off. Water and sanitary sewer is available to the property. Interior sanitary sewer is private. Interior water lines will be installed per City standards to serve for fire protection.

STAFF RECOMMENDATION: The recent development in this area, the Campus Crest Grove PUD student housing development directly to the north of this proposed development and another multi-family development at Cedar Lane Road and 24th Avenue SE have created higher density developments. This proposed PUD provides adequate design regulations and zoning requirements for a multi-family development.

Staff recommends approval of Ordinance No. O-1213-56.

At their meeting of June 13, 2013, the Planning Commission, by a vote of 5-0, recommended adoption of this ordinance.

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 SOUTHWEST QUARTER OF SECTION NINE (9) OF TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (Generally located on the east side of 12th Avenue S.E. approximately 620 feet north of Cedar Lane Road)

- § 1. WHEREAS, Park 7 Group has made application to have the same placed in the PUD, Planned Unit Development District, and to have the same removed from the A-2, Rural Agricultural District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should not be granted and an ordinance not adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the PUD, Planned Unit Development District, and to remove the same from the A-2, Rural Agricultural District, to wit:

A tract of land lying in the Southwest Quarter of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma, and being more particularly described as follows:

BEGINNING at the Southwest corner of the filed final plat of CAMPUS CREST ADDITION (as filed in Book 23 of Plats, Page 35);

THENCE North 89°23'29" East along the South line of said final plat a distance of 1926.51 feet;

THENCE South 27°35'51" East a distance of 776.57 feet;

THENCE South 89°23'29" West a distance of 2289.36 feet;

THENCE North 00°15'19" West a distance of 692.07 feet to the POINT OF BEGINNING.

Said tract of land containing 1,458,682 square feet or 33.50 acres, more or less.

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

a. The site shall be developed in accordance with the PUD Narrative as revised and resubmitted 6 June 2013 and the Site Development Plan contained therein and supporting documentation submitted by the applicant, and made a part hereof, and reviewed by the Planning Commission June 13, 2013.

§ 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 _____, 2013.

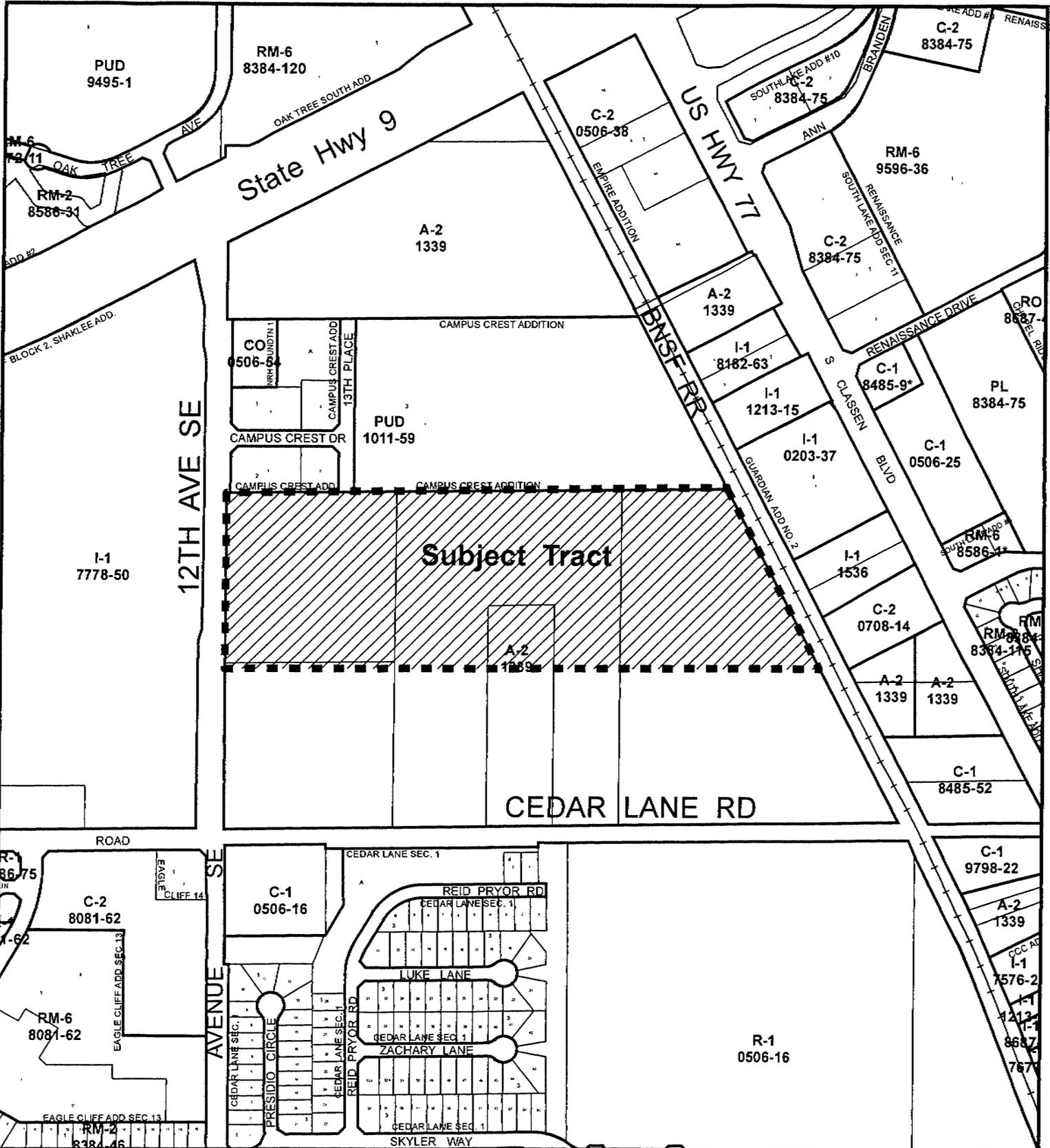
NOT ADOPTED this _____ day of _____, 2013.

(Mayor)

(Mayor)

ATTEST:

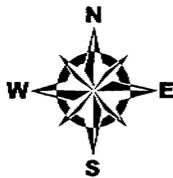
(City Clerk)



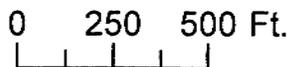
Location Map



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.



April 10, 2013



 Subject Tract

 Zoning

ORDINANCE NO. O-1213-56

ITEM NO. 13b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Park 7 Group
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	A-2, Rural Agricultural District
SURROUNDING ZONING	North: PUD, Multi-Family Planned Unit Development East: I-1, Light Industrial District & C-2, General Commercial District South: A-2, Rural Agricultural District West: I-1, Light Industrial District
LOCATION	Property generally located on the east side of 12 th Avenue S.E. approximately 620 feet north of Cedar Lane Road
SIZE	32.97 acres
PURPOSE	Student Housing
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Multi-Family East: Industrial, Commercial & Burlington Northern Railroad South: Residential West: Industrial

SYNOPSIS: The applicant has submitted a request to rezone an undeveloped tract of land from A-2, Rural Agricultural District to PUD, Planned Unit Development for a student housing project. The land under review was set aside on the 2025 Plan as Low Density Residential; this proposal will designate the property as Medium Density Residential. The development will consist of 304 units with 950 bedrooms for a student housing development.

ANALYSIS: The particulars of this PUD include:

1. USE As proposed, the project will be a student housing development focusing on the University of Oklahoma students for their residents. The project will consist of 304 units, 950 bedrooms, with associated amenities of a pool and clubhouse.
2. DESIGN: One entrance to the subdivision is proposed from 12th Avenue SE. There will be three-story buildings developed on this site. The landscaping shall be provided in conformity to the City of Norman Landscape Ordinance. The developer reserves the right to gate the community and agrees that if gated it will be designed to City standards.
2. OPEN SPACE: There are open space and green space areas located throughout the development. The open space area totals 50%.
3. PARKING: The parking is distributed throughout the development, in number of spaces that meet the City requirements. The PUD states 1,097 parking spaces will be provided. This equals out to approximately 3.6 parking spaces per dwelling unit.
4. LIGHTING: The lighting proposed for the site shall be installed in conformance with the City of Norman Commercial Outdoor Lighting Standards.
5. SIGNAGE: All signage shall be in conformance with the City of Norman's sign codes. The additional comment in the PUD stated "signs may be lit and landscaped with appropriate vegetation and planter boxes designed so as not to interfere with traffic sight lines."
6. FENCING: There are several homes to the south of this development. These homes face Cedar Lane Road. There is a great deal of agricultural land between this development and the single-family homes; however, the applicant has agreed to fence the south side of this development to screen those single-family homes from this development.

ISSUES:

- **OIL WELL** There is an existing well site and tank battery located on this tract of land. The site development plan has been redesigned to meet the building setback requirements for those areas and all City oil and gas well regulations.

OTHER AGENCY COMMENTS:

- **PARK BOARD** The developer has proposed fee-in-lieu for parkland. However, this application is moving forward without Parks Board decision as they meet after the printing of the Planning Commission Agenda. Staff will provide additional information at the Planning Commission meeting.
- **PUBLIC WORKS** A Traffic Impact Study was submitted and reviewed by staff. Detention will be provided for storm water run-off. Water and sanitary sewer is

available to the property. Interior sanitary sewer is private. Interior water lines will be installed per City standards to serve for fire protection.

STAFF RECOMMENDATION: The recent development in this area, the Campus Crest Grove PUD student housing development directly to the north of this proposed development and another multi-family development at Cedar Lane Road and 24th Avenue SE have created several higher density developments. This proposed PUD provides adequate regulations and zoning requirements for a multi-family development.

Staff recommends approval of Ordinance 1213-56.

PARK7 GROUP ADDITION

NORMAN, OKLAHOMA

OWNER: PARK7 GROUP

APPLICATION FOR 2025 PLAN CHANGE
PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT

Originally submitted on 13 May 2013
Revised 6 June 2013

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/GENERAL SITE CONDITIONS
 - A. Location
 - B. Existing Land Use and Zoning
 - C. Elevation and Topography
 - D. Drainage
 - E. Utility Services
 - F. Fire Protection Services
 - G. Traffic Circulation and Access

- III. DEVELOPMENT PLAN AND DESIGN CONCEPT
 - A. Medium Density Residential District
 - B. Miscellaneous Development Criteria

EXHIBITS

- A. Proposed Preliminary Plat
- B. Proposed Preliminary Site Development Plan
- C. Proposed Calculations of Intensity of Uses
- D. Proposed Open Space Areas
- E. Proposed Oil Well Site Plan

I. INTRODUCTION

This PARK7 GROUP ADDITION project (the “**Addition**”) is proposed as a Planned Unit Development and Preliminary Plat of roughly 32.97 acres, in Ward 7 of the City of Norman (see attached **EXHIBIT A**). The Addition lies on the east side of 12th Avenue Southeast, between State Highway 9 and East Cedar lane Road, in Norman, Oklahoma. The Addition will provide the development of multifamily, medium density residential units. The project is primarily focused upon campus student housing, catering to students at the University of Oklahoma.

The Developer, Park7 Group is an integrated real estate development, construction and management organization, focusing exclusively on student housing. Park7 is a national student housing developer, headquartered in New York, NY.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Addition lies on the east side of 12th Avenue Southeast, between State Highway 9 and East Cedar lane Road, in Norman, Oklahoma.

B. Existing Land Use and Zoning

The Subject Property is currently 2025 Planned for Low Density Residential and is currently zoned A-2, Rural Agricultural District. The Property is currently undeveloped raw land, with 12th Avenue Southeast abutting the Property to the west, with Astellas I-1 zoned property across 12th Ave. To the immediate north is a very similar student housing abutting the Property, in the Campus Crest Grove PUD Addition. To the east is the BNSF railroad and commercial and industrial uses beyond the railroad. To the south is more A-2 Rural Agricultural raw land, with a few older single family homes, and then Cedar Lane further south. No buildings or habitable structures exist within the Property being proposed under this PUD.

C. Elevation and Topography

The site is generally flat with very low slope topography. No portion of the site is in the FEMA 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.

E. Utility Services

Many of the required utility systems for the project (including water, sewer, gas, telephone and electric) are currently located adjacent to, or in very near proximity to, the boundaries of the Property. Many of the services exist along the 12th Avenue Southeast arterial.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by Owner as required by building codes.

G. Traffic Circulation and Access

Primary vehicular access to the site will be provided by way of the 12th Avenue Southeast arterial, which borders the Property. The drives and access corridors within the Property will be private.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Addition is planned to accommodate medium density residential uses. The Exhibits attached hereto, and as submitted by the project Engineer, SMC Consulting Engineers, are incorporated herein by reference and further depict the development criteria.

A. Medium Density Residential District

The proposed improvements in the PUD are as planned on the attached Preliminary Site Development Plan, **EXHIBIT B** hereto.

1. Uses; Design

The purpose for the PUD is to extend the RM-6, Medium Density Apartment District, zoning provision and apply its provisions from the City of Norman zoning code, unless as amended herein (to the extent of any contradiction between the provisions of this PUD and the proposed designs and exhibits submitted with this PUD and the City Zoning Ordinance, this PUD and its proposed designs and exhibits as submitted shall control):

- a. The proposed intensity of uses shall be approved as put forth on attached **EXHIBIT C**.
- b. Height: Structures may not exceed three stories, or forty (40) feet, whichever is greater.
- c. Density: The Addition may be developed to a density of up to a maximum of 950 bedrooms on the 32.97 acre site, which calculates to

28.8 bedrooms per acre (the project is currently shown as planned with 904 bedrooms – the 950 amount is intended to provide some flexibility in final design work). The actual unit count may vary so long as the total bedroom count does not exceed the maximum 950 bedrooms. Currently, as submitted, the project plans approximately 304 residential units over 32.97 acres, which is a planned density of 9.22 units per acre. However, the units per acre may increase if the Developer desires to construct smaller units with fewer bedrooms than what is currently proposed. In so doing, the Developer would increase the number of units, and thus increase the density of units per acre, but it would not increase the density of bedrooms per acre.

- d. Impervious Area: the total amount of impervious area, including all building footprints and paved areas shall not cover more than sixty five (65) percent of lot area, or as necessary to accommodate the proposed Preliminary Site Development Plan as submitted herewith, whichever is greater.
- e. Accessory Buildings: Accessory buildings such as, but not limited to, a common area clubhouse and related uses are allowed and may contain uses consistent with, but not limited to, office, fitness, residents' movie theater, game room, library, lounge, meeting room, swimming pool and accessory buildings, model unit, maintenance and equipment rooms, etc. Accessory buildings not exceed the height of the principal residential buildings and shall be in harmony with the adjacent buildings.
- f. Athletic and recreational courts, sidewalks, and other site plan amenities and facilities are allowed as support uses within the residential district.
- g. All other minimum building setbacks shall be maintained as per the City Council approved Preliminary Site Development Plan, which is attached herewith and as shown on **EXHIBIT B**.

2. Parking

Parking may be accommodated by way of common area parking lots within the district, and/or by way of parallel parking along the private streets within this residential area. The areas allowing parallel parking will provide a 20' (twenty-foot) clear aisle for emergency vehicles. The Applicant is providing substantial parking far in excess of the City of Norman requirements. Parking is shown as providing roughly 1,097 spaces for the 304 units, resulting in 3.6 spaces per unit.

3. Dumpster and Trash Enclosures

A trash compactor and its enclosure may be located on site to facilitate resident trash removal. Any dumpster enclosure will be built of materials to be compatible with the building exteriors in the Addition. Location of

dumpsters and compactors will be as approved by the City of Norman Sanitation department. Dumpsters will be built to city standards.

B. Miscellaneous Development Criteria

1. Site Plan and Final Plat

The preliminary site development plan for the medium density residential areas currently submitted with this PUD shall be incorporated herein as an integral part of the PUD and the development of the property shall be substantially constructed as presented thereon, although the PUD may be further refined once final site development plans are submitted with final plat, subject to City Staff approval.

2. Open Space

Open space and green space areas are located throughout the Addition. Within the area of the Addition, open green space totals are as submitted by the civil engineer SMC Consulting Engineers and will be inserted as **EXHIBIT D.**

3. Signage

All signage shall be in conformance with the City of Norman's sign codes, as amended from time to time, and comply with applicable district regulations.

Signs may be lit and landscaped with appropriate vegetation and planter boxes designed so as not to interfere with traffic sight lines.

4. Fencing

Fencing may be constructed at all perimeter areas of the Addition, and within the Addition, per the Developer's discretion. Construction material may be of masonry, pre-cast concrete, metal/iron, or wood, or any combination thereof, and other materials as compatible with the building structures. Fencing will be constructed along the south boundary of the development to adequately screen the existing single family homes to the south and provide privacy to those homes.

5. Traffic access/circulation/parking and sidewalks

The access to the PUD will be from 12th Avenue Southeast. Developer reserves the option to provide gated access at 12th Avenue Southeast, subject to any such gated entry being designed per the City of Norman standards as required for emergency vehicle access and adequate traffic

control. Landscape buffers will accommodate all City of Norman traffic division sight triangle requirements. All internal drives and streets will be private and will have adequate circulation provided for the fire department and City Waste Management Services.

All interior sidewalks will be at least four feet (4') wide and provide adequate access to the buildings along with all project amenities. A five-foot wide City sidewalk will be provided generally along 12th Avenue Southeast as it abuts the Addition, constructed to City of Norman Standards.

6. Lighting

All exterior lighting shall be installed in conformance with the City of Norman commercial outdoor lighting standards, as amended from time to time.

7. Landscaping

Landscaping shall be provided in conformity to City of Norman ordinances.

8. Public Parkland

The Developer proposes fee in lieu of as the public park land solution. The residents of the Addition will have ample recreational opportunities and amenities within the gated Addition. Consequently, fee in lieu of will provide an opportunity for the City to apply additional funds to other area parks.

9. Oil Well accommodations

The Developer has been in contact with and working with the oil and gas operator on the site. The Developer proposes to accommodate the oil and gas operations as shown on attached EXHIBIT E.

10. Phased Development

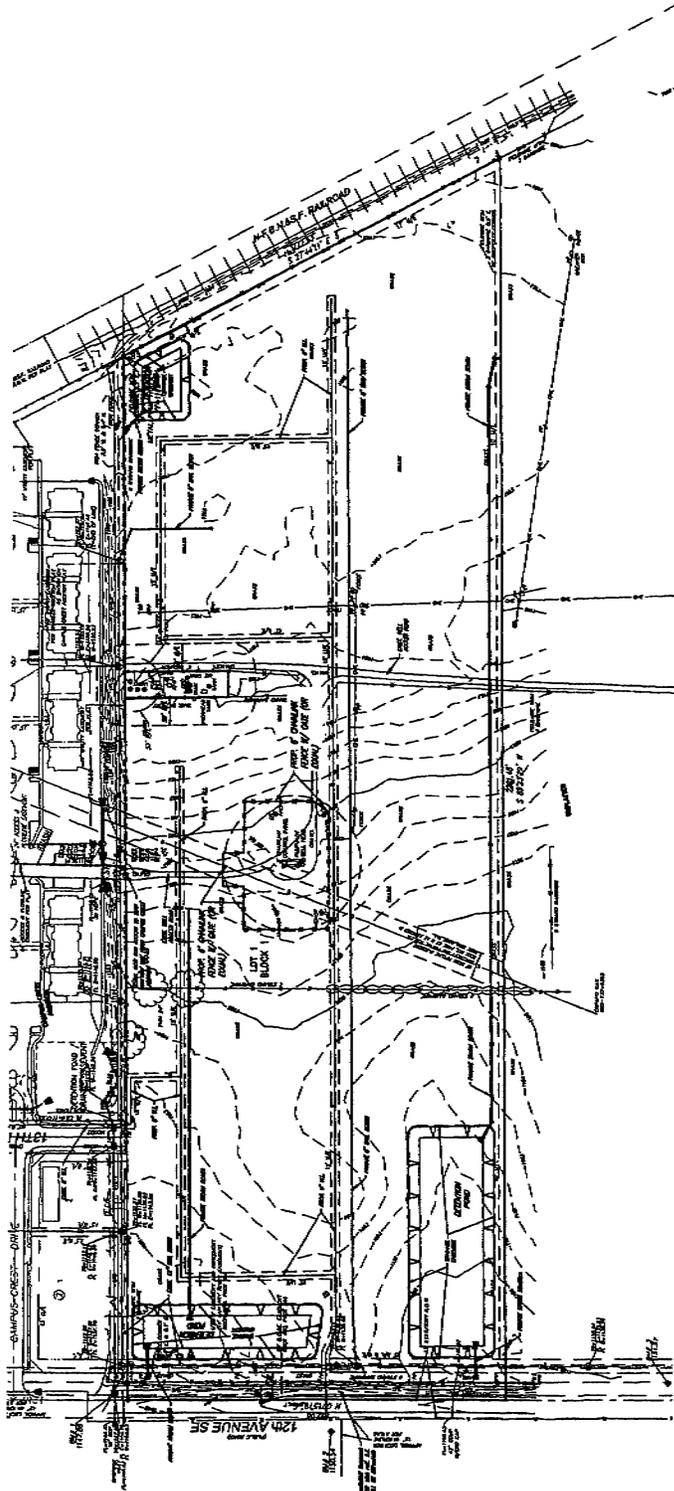
The project may be developed in two or more phases to allow for market absorption. The phasing will occur from west to east across the development, with the frontage on 12th to be the first stage.

EXHIBIT A

<p>SMC Site SPECIALTY CONSTRUCTION MANAGEMENT CORPORATION 1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>	<p>1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>	<p>1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>	<p>1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>	<p>1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>	<p>1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>	<p>1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>	<p>1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>	<p>1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>	<p>1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>	<p>1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>	<p>1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>	<p>1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>	<p>1200 AVENUE S.E. NORMAN, OKLAHOMA 73101 PHONE: (405) 821-1111 FAX: (405) 821-1112</p>
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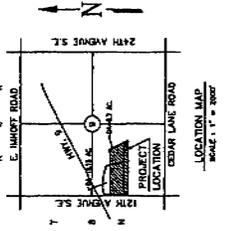
PRELIMINARY PLAT
PARK 7 GROUP
 A PLANNED UNIT DEVELOPMENT
 A PART OF THE S.W. 1/4 OF SECTION 9, T8N, R2W, I.M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA

STONY DRIVING, ARCHITECTURAL, & ENGINEERING
 1200 AVENUE S.E., SUITE 100
 NORMAN, OKLAHOMA 73101
 PHONE: (405) 821-1111
 FAX: (405) 821-1112



- NOTES:**
1. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORMAN, OKLAHOMA AND THE STATE OF OKLAHOMA.
 2. ALL UTILITIES SHALL BE LOCATED IN ACCORDANCE WITH THE CITY OF NORMAN, OKLAHOMA AND THE STATE OF OKLAHOMA.
 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORMAN, OKLAHOMA AND THE STATE OF OKLAHOMA.
 4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORMAN, OKLAHOMA AND THE STATE OF OKLAHOMA.
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 9. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORMAN, OKLAHOMA AND THE STATE OF OKLAHOMA.
 10. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORMAN, OKLAHOMA AND THE STATE OF OKLAHOMA.

LEGAL DESCRIPTION:
 A part of land lying in the Southeast Quarter of Section 09, Township 8N, Range 2W, I.M., Norman, Cleveland County, Oklahoma, more particularly described as follows:
 The S.W. 1/4 of Section 09, Township 8N, Range 2W, I.M., Norman, Cleveland County, Oklahoma, containing 40 acres, more or less, as shown on the plat of the Park 7 Group, a part of the S.W. 1/4 of Section 09, Township 8N, Range 2W, I.M., Norman, Cleveland County, Oklahoma, recorded in the Oklahoma State Records at Norman, Oklahoma, in Volume 108, Page 200.
 The S.W. 1/4 of Section 09, Township 8N, Range 2W, I.M., Norman, Cleveland County, Oklahoma, containing 40 acres, more or less, as shown on the plat of the Park 7 Group, a part of the S.W. 1/4 of Section 09, Township 8N, Range 2W, I.M., Norman, Cleveland County, Oklahoma, recorded in the Oklahoma State Records at Norman, Oklahoma, in Volume 108, Page 200.
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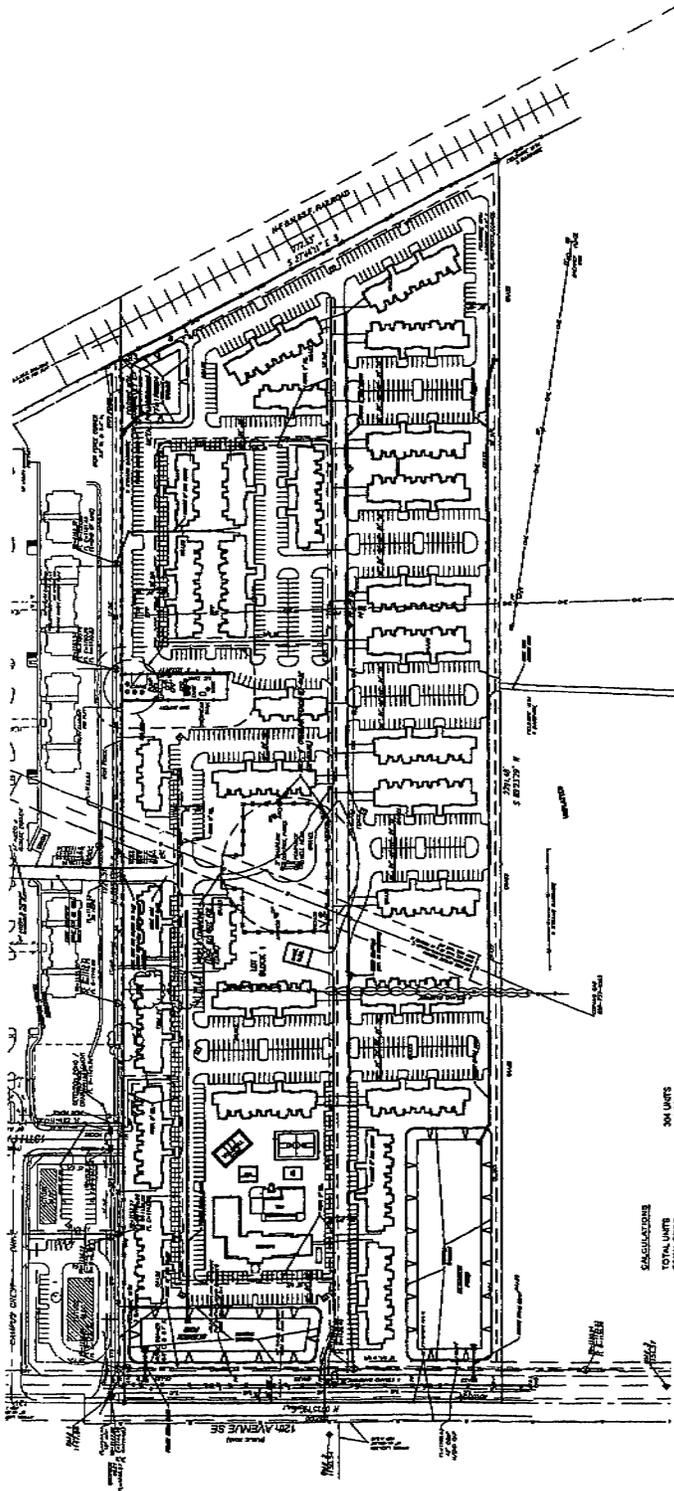
LOCATION MAP
 SCALE 1" = 100'

EXHIBIT B

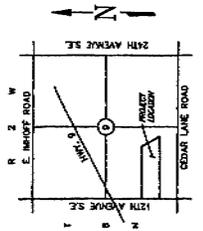
<p>SMG ARCHITECTURE & INTERIOR DESIGN, INC. 1200 N. W. 10TH AVENUE, SUITE 100 NORMAN, OKLAHOMA 73061 PHONE: (405) 833-1111</p>	<p>1200 N. W. 10TH AVENUE, SUITE 100 NORMAN, OKLAHOMA 73061 PHONE: (405) 833-1111</p>	<p>1200 N. W. 10TH AVENUE, SUITE 100 NORMAN, OKLAHOMA 73061 PHONE: (405) 833-1111</p>	<p>1200 N. W. 10TH AVENUE, SUITE 100 NORMAN, OKLAHOMA 73061 PHONE: (405) 833-1111</p>	<p>1200 N. W. 10TH AVENUE, SUITE 100 NORMAN, OKLAHOMA 73061 PHONE: (405) 833-1111</p>	<p>1200 N. W. 10TH AVENUE, SUITE 100 NORMAN, OKLAHOMA 73061 PHONE: (405) 833-1111</p>
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PRELIMINARY SITE DEVELOPMENT PLAN
PARK 7 GROUP
 A PLANNED UNIT DEVELOPMENT
 A PART OF THE S.W. 1/4 OF SECTION 9, T8N, R2W, I.M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA

THIS PLAN IS A PRELIMINARY SITE DEVELOPMENT PLAN FOR THE PROPOSED PARK 7 GROUP. IT IS SUBJECT TO THE APPROVAL OF THE CLEVELAND COUNTY BOARD OF COMMISSIONERS AND THE CITY OF NORMAN. THE PLAN IS BASED ON THE ASSUMPTIONS AND CONDITIONS SET FORTH IN THE PRELIMINARY SITE DEVELOPMENT PLAN AND THE ZONING ORDINANCES OF THE CITY OF NORMAN. THE PLAN IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE CLEVELAND COUNTY BOARD OF COMMISSIONERS AND THE CITY OF NORMAN.



- NOTES:
- SEE GENERAL NOTES ON SHEET 10 OF THIS SET FOR MORE INFORMATION.
 - SEE GENERAL NOTES ON SHEET 10 OF THIS SET FOR MORE INFORMATION.



STATISTICS	304 UNITS
TOTAL UNITS	810 BEDS
TOTAL BEDS	32.87 ACRES
GROSS SITE AREA	8.75 DENSAC
GROSS DENSITY	27.6 DENS/AC
GROSS DENSITY (BEDS)	32.52 ACRES
NET SITE AREA (EXCLUDING EASEMENTS)	8.42 ACRES
NET DENSITY (BEDS)	28.28 DENS/AC
NET DENSITY (UNITS)	347 SPACES (145 DRIVE, 192 SPACES (145 DRIVE)
PARKING PROVIDED	

CALCULATIONS	
FLOOR AREA (GROSS)	0.40
FLOOR AREA (NET)	0.16
OPEN SPACE (GROSS)	18.45
OPEN SPACE (NET)	18.45
PERCENTAGE COVER ALLOWED	13.24 ACRES (100%)

EXHIBIT C
Calculations of Intensity of Uses

CALCULATIONS

TOTAL UNITS	304	UNITS
TOTAL BEDS	910	BEDS
GROSS SITE AREA	32.97	ACRES
GROSS DENSITY	9.2	DU/AC
GROSS DENSITY (BEDS)	27.6	BEDS/AC
NET SITE AREA	32.22	ACRES
EXCLUDES 50' ROW EASEMENT		
NET DENSITY	9.43	DU/AC
NET DENSITY (BEDS)	28.24	BEDS/AC
PARKING REQUIRED (CITY)	547	SPACES (1.80 SP/UN)
PARKING PROVIDED	1097	SPACES (3.60 SP/UN)

CALCULATIONS

FLOOR AREA RATIO ALLOWED	0.40	
FLOOR AREA RATIO SHOWN	0.16	
OPEN SPACE REQUIRED	10	%
OPEN SPACE PROVIDED	50	%
IMPERVIOUS COVER ALLOWED	20.94	ACRES (65%)
IMPERVIOUS COVER SHOWN	15.36	ACRES (49%)

EXHIBIT D

PARK 7 GROUP
OPEN SPACE EXHIBIT
MAY 13, 2013

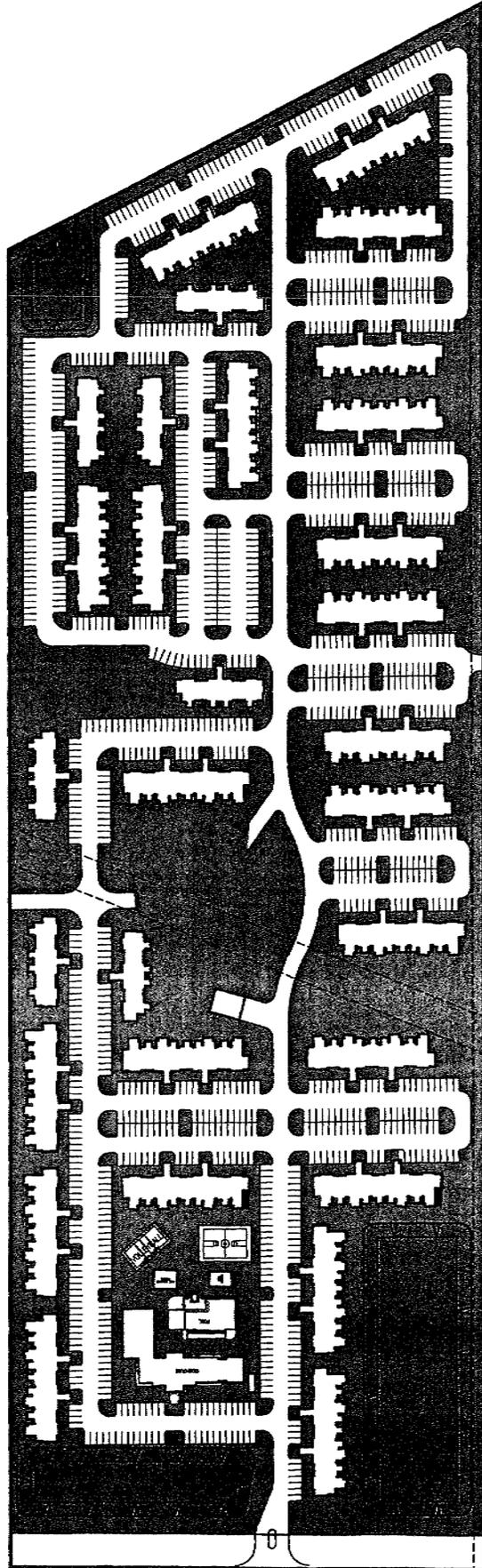
AREA = 32.68 ACRES

OPEN SPACE = 17.06 ACRES

OVER 50%



SCALE: 1" = 225'





City of Norman, OK

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

Master

File Number: PP-1213-19

File ID: PP-1213-19	Type: Preliminary Plat	Status: Agenda Ready
Version: 1	Reference: Item No. 38	In Control: City Council
Department: Public Works Department	Cost:	File Created: 05/13/2013
File Name: Park 7 Group Addition Prelim Plat		Final Action:

Title: CONSIDERATION OF A PRELIMINARY PLAT FOR PARK 7 GROUP ADDITION, A PLANNED UNIT DEVELOPMENT, WITH A WAIVER OF THE REQUIREMENT FOR THE CONSTRUCTION OF A CUL-DE-SAC. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. AND NORTH OF CEDAR LANE ROAD)

Notes: ACTION NEEDED: Motion to approve or reject the preliminary plat for Park 7 Group Addition, a Planned Unit Development, with a waiver of the requirement for the construction of a cul-de-sac.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 38

Attachments: Text File Prelim Park 7, Attachment A.pdf, Park7Group_PrelimLocation.pdf, Prelim Park 7 went to PC, Expanded Prelim Park 7, Staff Report, Transportation Impacts Analysis, Park Prelim Site Dev Plan PC, Well site Plan Park 7 PC, Park 7 Variance Letter, Park 7 - Parks Board, 6-13-13 PC Minutes - R-1213-139 O-1213-56 PP-1213-19

Project Manager: Ken Danner, Subdivision Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	06/13/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	07/09/2013		Pass
Action Text: A motion was made by Commissioner Boeck, seconded by Commissioner McCarty, that this Preliminary Plat be Recommended for Adoption at a subsequent City Council Meeting to the City Council, due back on 7/9/2013. The motion carried by the following vote:							

Text of Legislative File PP-1213-19

Body

BACKGROUND: This item is a preliminary plat for Park 7 Group Addition and is located east of 12th Avenue S.E. and north of Cedar Lane Road. This property consists of 68.61 acres: the Planned Unit Development portion contains 32.97 acres to provide a total of 304 multi-family residential units with three (3) storm water

detention basins; the remaining portion has 35.64 acres containing six (6) agricultural lots. Currently there are active oil wells within the property. The developer of the northern property and owner of the oil well have worked out an arrangement/agreement on future accessibility, fencing and operation of electrical lines and oil lines and other procedures in developing around the existing oil well site for the proposed Planned Unit Development property.

The Norman Board of Parks Commissioners, at their meeting of June 6, 2013, recommended fee in lieu of park land because the parkland for this area is the Cedar Lane Park site.

Planning Commission, at its meeting of June 13, 2013, recommended approval of the request to amend the NORMAN 2025 Land Use and Transportation Plan from Low Density Residential Designation to Medium Density Residential on a portion of the property incorporated in the Planned Unit Development. Planning Commission recommended approval of Ordinance No. O-1213-56 placing a portion of this property in the PUD, Planned Unit Development. Also, Planning Commission, at its meeting of June 13, 2013, recommended approval of the preliminary plat for Park 7 Group Addition, a Planned Unit Development.

The Developer currently only intends to develop the PUD property, and has prepared their development plan accordingly. The property to the south of the PUD property is being used for single family residences and agricultural uses. The southern properties are zoned A-2. However, after Planning Commission approval, Staff asked the Developer to expand the Preliminary Plat that was presented to Planning Commission to include the southern agricultural properties within the Preliminary Plat. The Developer agreed to this request in order to clean up potential issues regarding proper subdivision of portions of the southern agricultural lots that were planned to be included in the Planned Unit Development. The expanded Preliminary Plat now includes the entire 68.61 acres that shows not only the northern PUD portion, but also the southern agricultural lots.

DISCUSSION: As noted above, this item presents an expanded Preliminary Plat that includes a total of 68.61 acres for the Park 7 Group Addition which includes 32.97 acres for a Planned Unit Development, and 36.64 acres with seven lots that are currently being used as single family residences or agricultural purposes. Under City of Norman subdivision regulations 19-103(A), subdividing land into two or more parcel which, when subdivided, contains less than 40 acres requires a platting process. Including the southern single family and agricultural lots in the revised preliminary plat brings this subdivision in compliance with City subdivision regulations. Staff recommends the substitution of the expanded Preliminary Plat for that purpose.

Normally revisions in Preliminary Plats should first be reviewed by Planning Commission for recommendation, however in this instance, the revision of the Preliminary Plat is being recommended to correct a technical deficiency in the subdivision process that was discovered after Planning Commission approval. The southern properties will retain their current uses of single family residences or agriculture. A future change in those uses will require an additional revised Preliminary Plat that will need to be submitted to Planning Commission. Since the uses on the southern properties are not changing and the expansion of the Preliminary Plat from what was considered by Planning Commission is to correct a technical deficiency, Staff recommends substituting the expanded Preliminary Plat for Council consideration at this time without the necessity of going back through Planning Commission. Taking the expanded Preliminary Plat back to Planning Commission to merely to get their recommendation on the expanded Preliminary Plat that reflects no change in current uses of the southern single family residence and agricultural properties would seem to serve no purpose.

The Planned Unit Development portion of the preliminary plat that was considered by Planning Commission proposes the following uses:

304 apartment units
2.61 acres of storm water detention and open space/green space

The 304 residential apartments in this preliminary plat are expected to generate approximately 2,768 trips per day. The traffic capacity on the affected roadways exceeds the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated on these facilities. See Attachment A.

Because of the development's size and traffic generation potential, the applicant was required to conduct a comprehensive traffic impact analysis (TIA). The study was completed by Traffic Engineering Consultants, Inc.,

and was submitted in May, 2013.

The area surrounding the proposed development is experiencing significant growth, predominantly residential in nature. The traffic impact analysis identified three areas that require improvement. First, the intersection of 12th Avenue SE with State Highway 9 is to be improved as part of the 12th Avenue SE Bond Project. However, interim improvements are needed at the 12th Avenue SE intersection with State Highway 9 prior to the completion of the Bond Project. This involves a change to the lane assignments on the northbound 12th Avenue SE approach to provide a left-turn lane, a shared lane for through and left-turn movements, and a right-turn lane. This modification will require a modification to the existing traffic signal and changes to the approach pavement markings. All of the costs associated with this interim improvement, estimated by the applicant's Traffic Engineer at \$10,000, will be the responsibility of this development.

Second, the proposed intersection along 12th Avenue SE at the proposed new access to the development will require a left-turn lane on 12th Avenue S.E. The design of this turn lane was not in the original scope of work for the 12th Avenue S.E. Bond Project. Any additional design costs will be the responsibility of this development. Costs associated with the construction of this left-turn lane, estimated by the applicant's Traffic Engineer to be \$32,400, will be included in the deferral costs for one-half of the 12th Avenue SE widening that will be paid by this development.

Third, the future intersection of 12th Avenue SE at Cedar Lane Road was identified in the traffic impact analysis as needing dual left-turn lanes on the southbound 12th Avenue SE approach to Cedar Lane Road. The design of this multi-lane turn lane was not in the original scope of work for the Cedar Lane Road Bond Project. Any additional design costs will be the responsibility of this development. Costs associated with the construction of this additional left-turn lane will need to be split proportionately between this development and the vacant property between this site and Cedar Lane. The proportionate share applicable to this development was estimated, by the applicant's Traffic Engineer, to be 4.0%. This is estimated to be \$4,000.

Public improvements for this property consist of the following:

Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.

Sanitary Sewers. Sanitary sewer mains will be constructed in accordance with approved plans and City and Oklahoma Department of Environmental Quality standards. A sanitary sewer main has been installed off plat to an existing system located west of 12th Avenue S.E. and north of Cedar Lane Road. Staff has evaluated the system. The interceptor lines do have capacity to include this property.

Sidewalks. Sidewalks will be installed in accordance with approved plans. Sidewalks are required adjacent to 12th Avenue S.E. Staff will recommend deferral of sidewalks with final platting.

Storm Sewer. Stormwater runoff will be conveyed to proposed privately-maintained detention facilities. The southern portion which will continue as agricultural use will remain the same. A revised preliminary plat will be requested if development is proposed in the future.

Streets. 12th Avenue S.E. and Cedar Lane Road will be constructed as arterial streets in accordance with approved plans and City paving standards. Staff will recommend deferral of street improvements with any final plat. The engineer for the developer has made a request for a variance (waiver) in the cul-de-sac requirement for streets whenever the length is more than one hundred and fifty feet (150'). Thirteenth Place will be fifty feet (50') above the one hundred fifty feet (150'). The proposed offices within the Campus Crest final plat will use access to the public street for their potential parking. As a result, staff does not see a need for a cul-de-sac within the apartment project. Staff recommends approval of the variance (waiver) in the requirement of a cul-de-sac.

Staff does see a need for a secondary access out of the apartment complex in the future. The engineer for the developer has shown access out of the apartment complex with a drive to the south. Whenever the southern property develops, this access will need to be included in their design.

Water Mains. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards. There are existing 12-inch (12") water mains adjacent to 12th Avenue S.E. and Cedar Lane Road.

Traffic Improvements. The applicant will fully fund interim improvements to restripe the northbound 12th Avenue S.E. approach to State Highway 9 and to modify the existing traffic signal to accommodate this restriping. Estimates suggest this could cost \$10,000. The applicant will fully fund a southbound left-turn lane on 12th Avenue S.E. into the site access roadway at an estimated cost of \$32,400. The applicant will fund up to 4.0 percent (estimated to be \$4,000) of the cost to add a second left-turn lane on the southbound 12th Avenue SE approach to Cedar Lane Road.

Public Dedications. All rights-of-way and easements will be dedicated to the City with final platting.

STAFF RECOMMENDATION: Although there are two (2) areas of proposed development, the northern section is proposed as a Planned Unit Development. The southern section, at this time, indicates the continuing single family homes on large tracts. Since the southern properties are zoned A-2, which requires a minimum of 10 acre tracts, there is a potential the owners will come forward at a later date to request A-1, General Agricultural zoning, so that the lot sizes will conform with current City zoning regulations for the existing single family residential properties.

As noted above, the southern section of the preliminary plat was not included with the preliminary plat when submitted to the Planning Commission on June 13, 2013. However, the owners of the southern portion also are in control of the northern portion at this time. As a result, the engineer for the developer has prepared a preliminary plat that has the entire property included to fulfill the City's Subdivision Regulations .

Based on the above information, staff recommends approval of the variance (waiver) in the requirement of a cul-de-sac used to terminate a street longer than one hundred fifty feet (150') of the preliminary plat for Park 7 Group Addition, a Planned Unit Development subject to the approvals of R-1213-139 and O-1213-56. The basis of the staff recommendation for this variance is due to the fact that since the office lots within Campus Crest can take access to parking lots from the public street, Park 7 Group Addition does not need this access. However, staff does see the need for Park 7 Group Addition to have a secondary access in the future. As a result, a connection to Cedar Lane Road where it will align with the future entrance to Cedar Lane Addition will be required with future development located on the north side of Cedar Lane Road and south of Park 7 Group Addition.

ATTACHMENT A

Preliminary Plat

Park 7 Group Addition

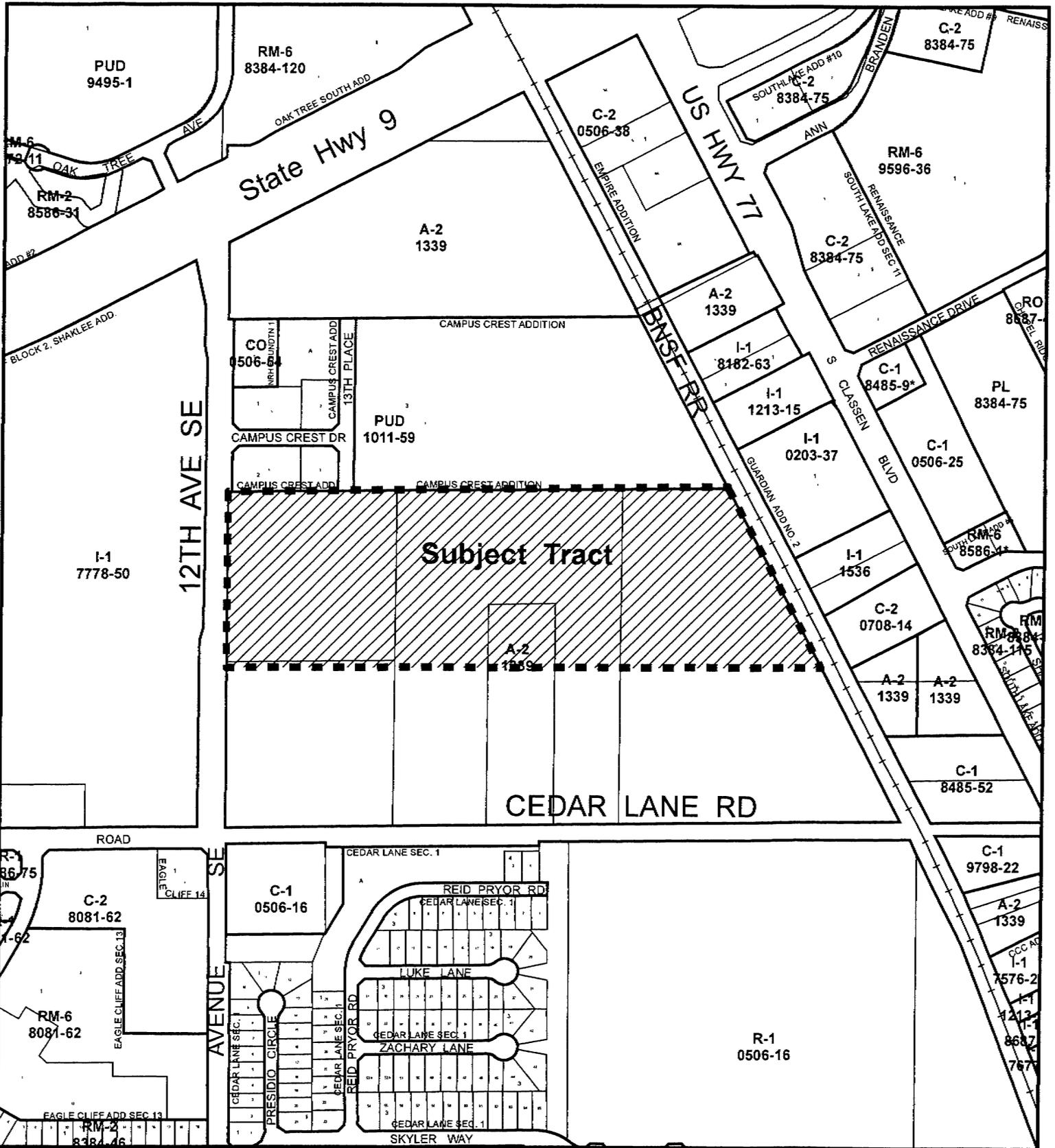
STREET	NO. OF LANES	PROPOSED DEVELOPMENT (Veh/day)	EXISTING TRAFFIC * (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
State Highway 9	6**	1,245	40,020	41,265	58,000	69.00	71.15
12 th Avenue SE	2***	2,768	16,261	19,029	34,200	47.55	55.64
Cedar Lane Road	2***	500	8,991	9,491	34,200	29.29	27.75

* Includes traffic from build out of the Eagle Cliff, Cobblestone Creek, Campus Crest, and Cedar Lane developments.

** Currently 4 lanes for through traffic. ODOT plans to widen from 4 lanes to 6 lanes.

*** Both roadways are current City of Norman bond projects.

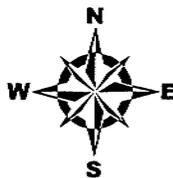
*



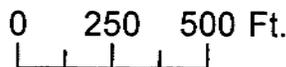
Location Map



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.



April 10, 2013



-  Subject Tract
-  Zoning
- 38-2

PRELIMINARY PLAT
PP-1213-19

ITEM NO.13c

STAFF REPORT

ITEM: Consideration of a Preliminary Plat for PARK 7 GROUP ADDITION, A PLANNED UNIT DEVELOPMENT.

LOCATION: Generally located approximately 620 feet north of Cedar Lane Road on the east side of 12th Avenue S.E.

INFORMATION:

1. Applicant. Park 7 Group
2. Developer. Park 7 Group
3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1318 annexing this property into the city limits.
2. December 19, 1961. Planning Commission, on a vote of 8-0, recommended to the City Council that this property be placed in A-2, Rural Agricultural District.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in A-2, Rural Agricultural District.
4. June 6, 2013. The Norman Board of Parks Commissioners is scheduled to consider the preliminary plat for Park 7 Group Addition, a Planned Unit Development. Results of that consideration will be presented separately.
5. June 13, 2013. The applicant has made a request to amend the NORMAN 2025 Land Use and Transportation Plan from Low Density Residential Designation to Medium Density Residential Designation.
6. June 13, 2013. The applicant has made a request to place this property in a PUD, Planned Unit Development and remove it from A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewers. A sanitary sewer main has been installed to serve this development.
4. Sidewalks. Sidewalks will be constructed in accordance with approved plans. Sidewalks adjacent to 12th Avenue S.E. will be deferred with the final plat.
5. Storm Sewers. Stormwater runoff will be conveyed to proposed privately-maintained detention facilities.
6. Streets. Twelfth Avenue S.E. will be constructed as an arterial street in accordance with approved plans and City paving standards. Staff will recommend deferral of street improvements with the final plat.
7. Water Mains. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards. A twelve-inch (12") water main will be installed adjacent to 12th Avenue SE.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way will be dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat, site plan, and oil well site plan and letter of request for variance to eliminate cul-de-sac requirement for 13th Place are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: When Campus Crest Addition was going through the plating process, staff anticipated that the property to the south of Campus Crest Addition would be developed as R-1, Single Family Dwelling District. As a result, a public street was stubbed to the south property line of Campus Crest Addition. Park 7 Group does not desire to take access to this street.

The Subdivision Regulations specify that whenever a public street is longer than 150 feet, a cul-de-sac is required. The engineer for the applicant has made a request for a variance in the cul-de-sac requirement. Since the office lots within Campus Crest can take access to parking lots from the public street, it is staff's opinion Park 7 Group does not need this access.

However, staff does see the need for Park 7 Group Addition to have a secondary access in the future. As a result, a connection to Cedar Lane Road where it will align with the future entrance to Cedar Lane Addition will be required with future development located on the north side of Cedar Lane Road and south of Park 7 Group Addition.

The developer and oil operator are working on an agreement for future accessibility, fencing and operation of electrical lines and oil lines and other procedures in developing around existing oil well sites. Staff recommends approval the variance in the elimination of the requirement for a cul-de-sac terminating 13th Place and approval of the preliminary plat for Park 7 Group Addition, a Planned Unit Development, subject to the approvals of the Land Use Plan and Rezoning requests.

ACTION NEEDED: Recommend approval or disapproval of a variance in the requirement for the construction of a cul-de-sac terminating 13th Place and approval or disapproval of the preliminary plat for Park 7 Group Addition, a Planned Unit Development, to City Council.

ACTION TAKEN: _____



CITY OF NORMAN

Development Review Form

Transportation Impacts

DATE: June 7, 2013

STAFF REVIEW BY: David R. Riesland, P.E.
City Traffic Engineer

PROJECT NAME: Park 7 Addition

PROJECT TYPE: Residential

Owner: Park 7 Group
Developer's Engineer: SMC
Developer's Traffic Engineer: TMC

SURROUNDING ENVIRONMENT (Streets, Developments)

Industrial and residential zoning surrounds this site. 12th Avenue SE is the main north/south roadway. Cedar Lane Road and State Highway 9 are the main east/west roadways.

ALLOWABLE ACCESS:

One access point in accordance with Section 4018 of the City's Engineering Design Criteria is possible along 12th Avenue SE. Provision for future access to Cedar Lane Road are proposed through the undeveloped property immediately to the south.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)

12th Avenue SE: 2 lanes (existing)/4 lanes (future). Speed Limit - 35 mph. No sight distance problems. No medians.
State Highway 9: 4 lanes (existing)/6 lanes (future). Speed Limit - 50 mph. No sight distance problems. Grass median.
Cedar Lane Road: 2 lanes (existing)/4 lanes (future). Speed Limit - 35 mph. No sight distance problems. No medians.

ACCESS MANAGEMENT CODE COMPLIANCE: YES NO

The access point onto 12th Avenue SE has adequate separation and intersection corner clearance.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	3,060	1,530	1,530
AM Peak Hour	243	49	194
PM Peak Hour	351	228	123

TRANSPORTATION IMPACT STUDY REQUIRED? YES NO

Traffic Impact Study prepared by Traffic Engineering Consultants, Inc., of Oklahoma City, Oklahoma.

RECOMMENDATION: APPROVAL DENIAL N/A STIPULATIONS

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

The 336 apartment residential developments in this preliminary plat are expected to generate approximately 3,060 trips per day. The traffic capacity on the affected roadways exceeds the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated on these facilities. Because of the development's size and traffic generation potential, the applicant was required to conduct a comprehensive traffic impact study. The study was completed by Traffic Engineering Consultants, Inc., and was submitted in May, 2013.

The area surrounding the proposed development is experiencing significant growth, predominantly residential in nature. The traffic impact study identified three areas that require improvement. First, the intersection of 12th Avenue SE with State Highway 9 is to be improved as part of the 12th Avenue SE Bond Project. However, interim improvements are needed at the 12th Avenue SE intersection with State Highway 9 prior to the completion of the Bond Project. This involves a change to the

lane assignments on the northbound 12th Avenue SE approach to provide a left-turn lane, a shared lane for through and left-turn movements, and a right-turn lane. This modification will require a modification to the existing traffic signal and changes to the approach pavement markings. All of the costs associated with this interim improvement will be the responsibility of this development.

Second, the proposed intersection along 12th Avenue SE at the site access roadway will require a left-turn lane. The design of this turn lane was not in the original scope of work for the 12th Avenue SE Bond Project. Any additional design costs will be the responsibility of this development. Costs associated with the construction of this left-turn lane will be included in the deferral costs for one-half of the 12th Avenue SE widening that will be paid by this development.

Third, the future intersection of 12th Avenue SE at Cedar Lane Road was identified in the traffic impact study as needing dual left-turn lanes on the southbound 12th Avenue SE approach to Cedar Lane Road. The design of this turn lane was not in the original scope of work for the Cedar Lane Road Bond Project. Any additional design costs will be the responsibility of this development. Costs associated with the construction of this additional left-turn lane will need to be split proportionately between this development and the vacant property between this site and Cedar Lane. The proportionate share applicable to each development is being prepared by the applicant's Traffic Engineer.

SMG CONSULTING ENGINEERS, P.C.
 1214 AVENUE S.E., SUITE 100
 NORMAN, OKLAHOMA 73061
 PHONE: (405) 833-1111
 FAX: (405) 833-1112

OWNER/CLIENT
 PARK 7 GROUP, L.P.
 1214 AVENUE S.E., SUITE 100
 NORMAN, OKLAHOMA 73061
 PHONE: (405) 833-1111
 FAX: (405) 833-1112

PREPARED BY
 SMG CONSULTING ENGINEERS, P.C.
 1214 AVENUE S.E., SUITE 100
 NORMAN, OKLAHOMA 73061
 PHONE: (405) 833-1111
 FAX: (405) 833-1112

DATE
 12/15/2007

PROJECT
 PARK 7 GROUP

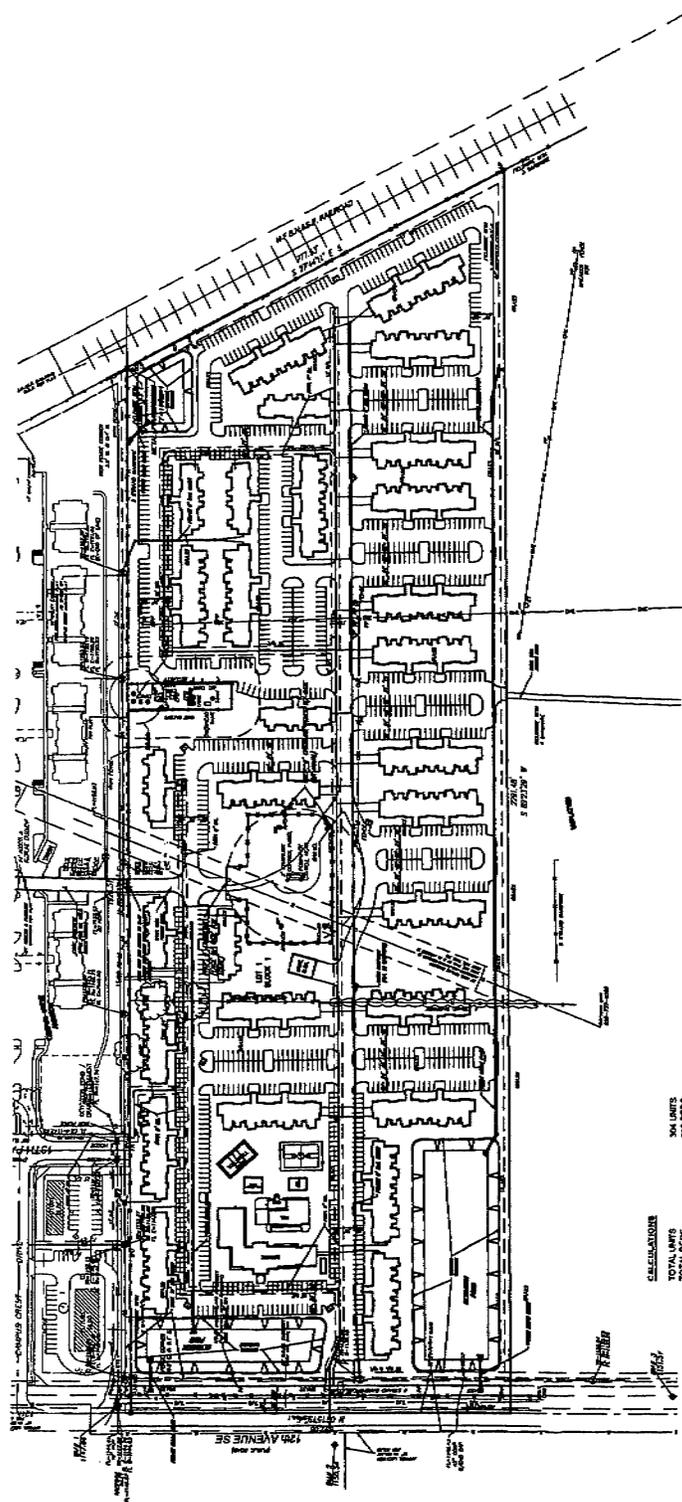
1214 AVENUE S.E. & CEDAR LAKE RD.
 NORMAN, OKLAHOMA

PRELIMINARY SITE DEVELOPMENT PLAN

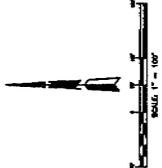
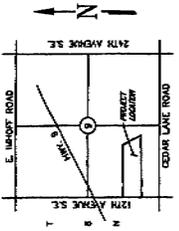
SCALE: 1" = 100'

PRELIMINARY SITE DEVELOPMENT PLAN
PARK 7 GROUP
 A PLANNED UNIT DEVELOPMENT
 A PART OF THE S.W. 1/4 OF SECTION 9, T8N, R2W, I.M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA

SMG CONSULTING ENGINEERS, P.C. HAS PREPARED THIS PLAN FOR THE CLIENT'S USE. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORMAN AND CLEVELAND COUNTY, OKLAHOMA. THE CLIENT IS ALSO RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) AND THE FEDERAL BUREAU OF INVESTIGATION (FBI) FOR THE PROJECT. THE CLIENT IS ALSO RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF OKLAHOMA AND THE CITY OF NORMAN. THE CLIENT IS ALSO RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) AND THE FEDERAL BUREAU OF INVESTIGATION (FBI) FOR THE PROJECT. THE CLIENT IS ALSO RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF OKLAHOMA AND THE CITY OF NORMAN.



- NOTES:
- CITY OF NORMAN CHANGED 67-41 INL. BE GOOD IF MORE.
 - IF A BIRD DRIVE.
 - IF A BIRD DRIVE.
 - IF A BIRD DRIVE.



CALCULATIONS	
TOTAL LOTS	304 UNITS
TOTAL GROSS	33,977 ACRES
GROSS SITE AREA	8.2 DU/AC
GROSS DENSITY (GROSS)	27.8 BEDS/AC
NET SITE AREA	32.22 ACRES
NET DENSITY (NET)	8.43 DU/AC
NET DENSITY (NET)	28.24 BEDS/AC
PARKING REQUIRED (CITY)	547 SPACES (1.80 SP/ADU)
PARKING PROVIDED	1077 SPACES (3.00 SP/ADU)
SIGNALIZATION	
FLOOR AREA RATIO ALLOWED	0.40
FLOOR AREA RATIO SHOWN	0.16
OPEN SPACE REQUIRED	10.1%
OPEN SPACE PROVIDED	50.1%
IMPERVIOUS COVER ALLOWED	26.84 ACRES (82%)
IMPERVIOUS COVER SHOWN	15.36 ACRES (46%)

SMC

Your Civil Engineering Solution

Consulting Engineers, P.C.
815 West Main
Oklahoma City, OK 73106
405-232-7715
FAX 405-232-7859
www.smojke.com

*Civil Engineering
Land Development
Storm Water Management*

Tom L. McCaleb
Terence L. Haynes
Christopher D. Anderson
Ole M. Marcussen

June 4, 2013

Mr. Chris Lewis, Chairman
Planning Commission
City of Norman
P.O. Box 370
Norman, OK 73070

Re: Preliminary Plat
Park 7 Addition - PUD
SMC No. 5522.00

Dear Mr. Lewis:

As agent for the applicant, we respectfully request a variance of the circular turnaround requirements for the above reference addition for all traffic in accordance with Section 19-410(0) of the City of Norman. The plat now consists of two larger apartment tracts that do not require and additional public connections. Previously the remainder of the Madole land had no plans but the Park 7 applicant is purchasing 33-acres for an apartment facility. The design and traffic study support one access from 12 Ave. SE. This Traffic Impact Analysis documents the required access for the remainder of the Madole land and has been acknowledged by the Norman Traffic Engineer.

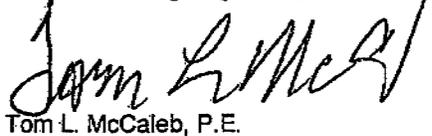
The Park 7 plat is adequately designed without the use of additional public streets and the distance of 50-feet to comply with this ordinance is not a significant issue. All utilities, sanitation access, emergency access, and fire protection will be provided and have been identified without the use of an additional street termination.

The remaining Madole property will be required to align and connect to dedicated public roads north of Cedar Lane (Addison Road). In addition, a public road will be required to be constructed from the Addison Road and extend through the remaining Madole Property to connect with 12th Ave. SE and the oil well access road. The exact alignment may change subject to a land use modification, but the access point requirement will be incorporated as per normal City traffic and platting procedures. See the attached Exhibit A for illustration.

Please accept this request and grant the circular turnaround variance.

Sincerely,

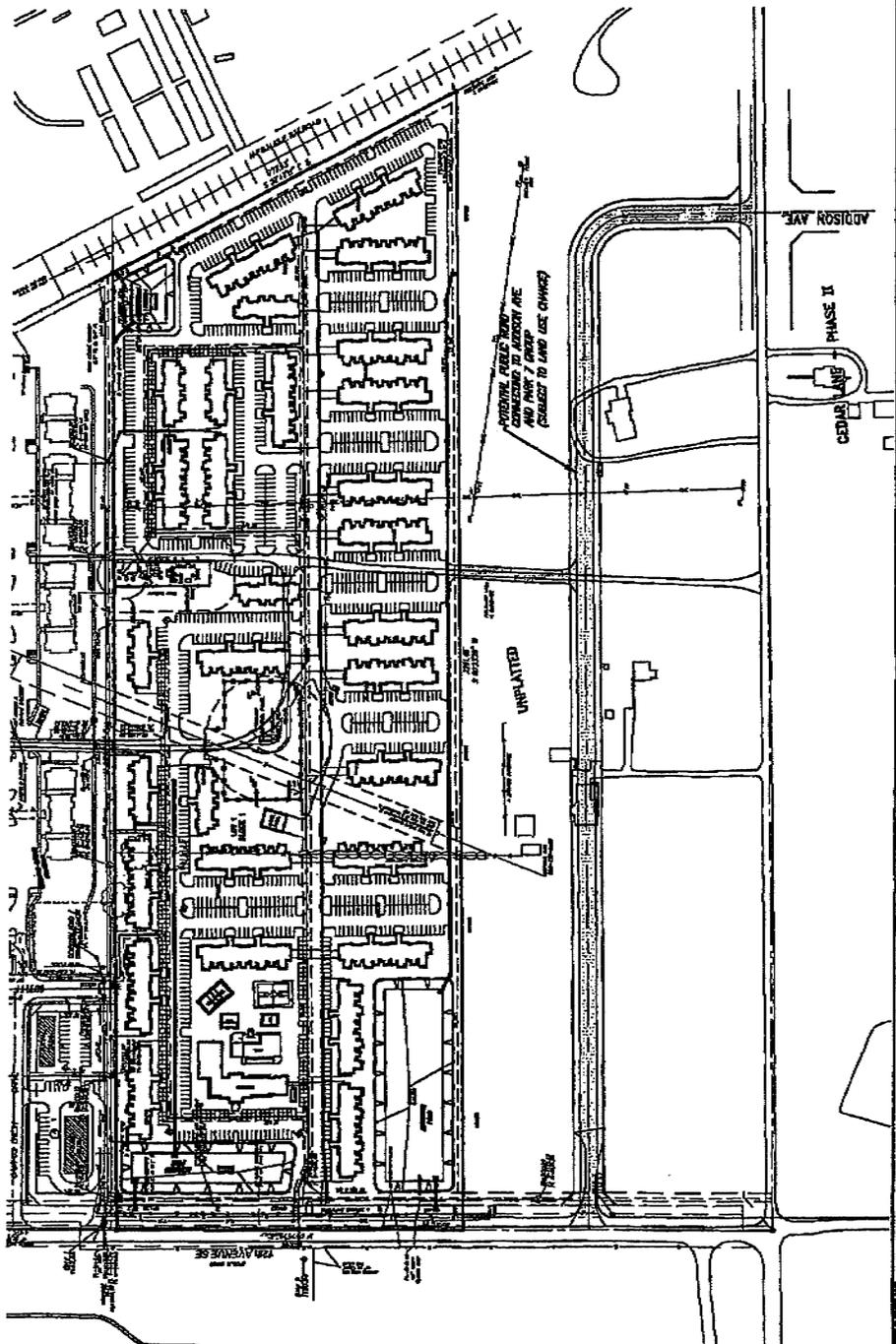
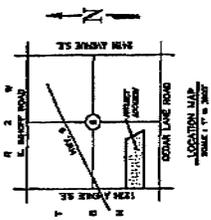
SMC Consulting Engineers, P.C.



Tom L. McCaleb, P.E.

Cc: Paul Levine, Client
Angelo Lambardo, P.E.
Sean Rieger, Attorney

EXHIBIT "A"
PARK 7 GROUP
 A PLANNED UNIT DEVELOPMENT
 A PART OF THE S.W. 1/4 OF SECTION 9, T8N, R2W, I.M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA





Date: June 12, 2013

To: Chairman and Members
Norman Planning Commission

From: Ken Danner, Subdivision Development Manager

Subject: Planning Commission Agenda Item No. 13c
PP-1213-19: Preliminary Plat for Park 7 Group Addition, a Planned Unit Development.

The Norman Board of Parks Commissioners, at its meeting of June 6, 2013, on a vote of 9-0, recommended fee in lieu of park land dedication.

cc: Shawn O'Leary, Director of Public Works
Susan Connors, Director of Planning and Community Development

office memorandum



City of Norman, OK

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

Master

File Number: O-1314-5

File ID: O-1314-5	Type: Ordinance	Status: Non-Consent Items
Version: 1	Reference: Item No. 39	In Control: City Council
Department: Utilities Department	Cost:	File Created: 07/16/2013
File Name: Amending Recycling Service Provisions		Final Action:

Title: CONSIDERATION OF ORDINANCE NO. O-1314-5 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 21-111 AND 21-201 OF CHAPTER 21 OF THE CODE OF THE CITY OF NORMAN TO AMEND THE FREQUENCY OF RECYCLING COLLECTION, THE TYPE OF RECYCLING CONTAINERS UTILIZED, AND THE MATERIALS TO BE RECYCLED; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1314-5 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1314-5 upon Final Reading as a whole.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 39

Attachments: O-1314-5, O-1314-5 Annotated

Project Manager: Ken Komiske, Director of Utilities

Entered by: kathryn.walker@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/23/2013	Introduced and adopted on First Reading by title only				Pass
Action Text: That this Ordinance be Introduced and adopted on First Reading by title only. by consent roll call							

Text of Legislative File O-1314-5

body

BACKGROUND: The City began offering curbside recycling service after Norman voters approved an additional mandatory \$3 rate for the new service in 2007. The initial contract (K-0708-101; approved October 23, 2007) for the service was with Waste Management of Oklahoma and included weekly pickup of an eighteen

(18) gallon bin of recyclables from single-family dwellings in urban Norman only. Recyclables under the contract with Waste Management include newsprint, magazines, office and mixed paper, phonebooks, soda bottles, aluminum, steel and tin cans, glass bottles, and #1-7 plastics. Cardboard products, including corrugated cardboard, chipboard, and boxboard are not acceptable recyclables under the 2007 contract with Waste Management. Under the 2007 contract, recyclables were to be separated into two streams by the Contractor as the recyclables were collected at the curb ("dual-stream").

After the citizen's voted to approve the monthly rate for this service, Council approved several ordinance amendments that set forth how the service would be implemented. The original contract for curbside recycling has expired and the City approved a new contract with Allied Waste Services in March 2013. Service under the new contract will begin August 5, 2013.

The new contract calls for the use of a 95-gallon polycart. Materials that can be recycled under this Contract include the items our customers are able to recycle at the curbside now (aluminum, steel and tin cans, newspaper and newspaper inserts, magazines, catalogs, all junk mail and envelopes, office and school paper, phone books, glass bottles and jars, plastic milk jugs, and plastics labeled No. 1 through No. 7) as well as cardboard, cereal and cracker type boxes, paper milk cartons and plastic bags. Because of the container size, the recyclables will be collected every other week on the same day as regular trash service. Recyclables will no longer be sorted because of a new Materials Recovery Facility (MRF) available in the area for single-stream recycling. Ordinance No. O-1314-5 updates the relevant provisions of the City Code to be consistent with the contract with Allied Waste.

DISCUSSION: Ordinance No. O-1314-5 updates all references in Section 21-111 and 21-201 of the City Code to refer to a 95-gallon container for recycling instead of an 18-gallon container. Additionally, it clarifies that recycling collection will occur every other week instead of weekly. Finally, it updates the service provisions regarding what materials can be recycled in the provided container.

RECOMMENDATION: Staff recommends approval of Ordinance No. O-1314-5 upon Second Reading.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 21-111 AND 21-201 OF CHAPTER 21 OF THE CODE OF THE CITY OF NORMAN TO AMEND THE FREQUENCY OF RECYCLING COLLECTION, THE TYPE OF RECYCLING CONTAINERS UTILIZED, AND THE MATERIALS TO BE RECYCLED; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 21-111 of Chapter 21 of the Code of the City of Norman shall be amended to read as follows:

* * *

(d) For one (1) 95-gallon container supplied by the City or their designated recycling contractor, for recyclable materials, per residential unit:

- (1) A "Residential Unit" is a residential dwelling, mobile home or condominium within the urban area of the City of Norman, occupied by a person or group of persons comprising not more than four (4) families. A condominium dwelling, whether of single or multi-level construction, consisting of not more than four (4) units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a residential Unit in the amount of three dollars (\$3.00) per month.
- (2) Curbside recycling shall be provided for all urban residential customers at an additional cost of three dollars (\$3.00) per month.
- (3) Residential and mobile home users under section (1) above, who are low income as defined by Section 8 of the Housing Act of 1937, amended by the Housing and Community Development Act of 1974, as annually adjusted, two dollars and forty cents (\$2.40) per month.
- (4) A Residential Unit under section (1) above, desiring more than one (1) 95-gallon_recyclable materials container supplied by the City or their designated recycling contractor, will be charged an additional monthly administrative fee for each additional cart. The administrative fee will be on file in the City Clerk's office.

§ 2. That Section 21-201 of Chapter 21 of the Code of the City of Norman shall be amended to read as follows:

* * *

Recyclable materials:

- (a) *Recyclable materials* means items of refuse designated by the City or the City's designated recycling contractor to be part of an authorized recycling program and which are intended for transportation, processing, and re-manufacturing or reuse, including aluminum, steel and tin cans; newspaper and newspaper inserts; magazines and catalogs; all junk mail and envelopes; cardboard; office and school paper (all colors); phone books; cereal and cracker type boxes, brown paper sacks and bags; glass bottles and jars; plastics labeled Nos. 1 through Nos. 7; plastic milk jugs; paper milk cartons; and plastic bags.
- (b) All owners, occupants, or other persons in charge of any residential premises within the urban area of the City of Norman shall place all materials to be recycled in recycling containers supplied by City or the City's designated recycling contractor. Additional containers are available for an additional cost to the Residential Unit.
- (c) All supplied containers used for holding recyclable materials shall be maintained in good condition by the user.
- (d) Recyclable material, which shall be placed in the recycling container, will be collected one (1) time every other week. The recycling container shall be placed no more than two (2) feet from the curbside, or alleyside, unless a curb does not exist, then no more than two (2) feet from the line where the street surface begins. Recyclable materials may also be placed in the drive approach no more than two (2) feet from the line where the street surface begins. In all cases, the recycling container shall be placed as to provide clearance of at least two (2) feet on either side of the cart. Recycling containers should not be combined with any solid waste or yard waste. The location of the recycling container must be clearly visible and outside any yard fencing. A waiver of this requirement may be obtained from the Director of Utilities upon proof of physical disability which prevents all persons at the residence from taking recyclable materials to the curb.
- (e) Recycling containers and/or paper bags or sacks must be placed within two feet (2') of the curb no earlier than 12:00 p.m. the day prior to collection and the recycling container(s) must be removed from the curbside, and placed at the house side, no later than 12:00 p.m. the day following collection. This requirement shall not apply to residents with alley service nor rural estate customers. Failure to comply with this provision shall result in a ten dollar (\$10.00) administrative fee, to be assessed as set forth in Section 21-107(i).
- (f) Proof that a recyclable material container was not removed as required by subsection (e) shall constitute a rebuttable presumption that the utility account holder was the person who failed to comply with subsection (e).

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

ADOPTED this _____ day
of _____, 2013.

NOT ADOPTED this _____ day
of _____, 2013.

Cindy Rosenthal, Mayor

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 21-111 AND 21-201 OF CHAPTER 21 OF THE CODE OF THE CITY OF NORMAN TO AMEND THE FREQUENCY OF RECYCLING COLLECTION, THE TYPE OF RECYCLING CONTAINERS UTILIZED, AND THE MATERIALS TO BE RECYCLED; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 21-111 of Chapter 21 of the Code of the City of Norman shall be amended to read as follows:

* * *

(d) For one (1) 95-gallon ~~18-gallon~~ container supplied by the City or their designated recycling contractor, for recyclable materials, per residential unit:

- (1) A "Residential Unit" is a residential dwelling, mobile home or condominium within the urban area of the City of Norman, occupied by a person or group of persons comprising not more than four (4) families. A condominium dwelling, whether of single or multi-level construction, consisting of not more than four (4) units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a residential Unit in the amount of three dollars (\$3.00) per month.
- (2) Curbside recycling shall be provided ~~weekly~~ for all urban residential customers at an additional cost of three dollars (\$3.00) per month.
- (3) Residential and mobile home users under section (1) above, who are low income as defined by Section 8 of the Housing Act of 1937, amended by the Housing and Community Development Act of 1974, as annually adjusted, two dollars and forty cents (\$2.40) per month.
- (4) A Residential Unit under section (1) above, desiring more than one (1) 95-gallon ~~eighteen-gallon~~ recyclable materials container supplied by the City or their designated recycling contractor, will be charged an additional monthly administrative fee for each additional cart. The administrative fee will be on file in the City Clerk's office.

- § 2. That Section 21-201 of Chapter 21 of the Code of the City of Norman shall be amended to read as follows:

* * *

Recyclable materials:

- (a) ~~Recyclable materials means materials, as designated herein, that would otherwise become solid waste than can be source separated, collected, processed, and returned to the economic stream in the form of raw materials or products. Recyclable materials shall include: aluminum cans, newsprint (including glossy colored inserts), magazines, HDPE #2 milk containers and PETE #1 soda bottles, steel cans, tin cans, HDPE #2 colored plastics, glass, and junk mail, but shall specifically exclude old corrugated cardboard (OCC)~~ means items of refuse designated by the City or the City's designated recycling contractor to be part of an authorized recycling program and which are intended for transportation, processing, and re-manufacturing or reuse, including aluminum, steel and tin cans; newspaper and newspaper inserts; magazines and catalogs; all junk mail and envelopes; cardboard; office and school paper (all colors); phone books; cereal and cracker type boxes, brown paper sacks and bags; glass bottles and jars; plastics labeled Nos. 1 through Nos. 7; plastic milk jugs; paper milk cartons; and plastic bags.
- (b) All owners, occupants, or other persons in charge of any residential premises within the urban area of the City of Norman shall place all materials to be recycled in recycling containers supplied by City or the City's designated recycling contractor, ~~with the exception of bagged paper which is to be placed into paper bags or sacks.~~ Additional containers are available for an additional cost to the Residential Unit.
- (c) All supplied containers used for holding recyclable materials shall be maintained in good condition by the user.
- (d) Recyclable material, which shall be placed in the recycling container, will be collected one (1) time every other ~~per~~-week. The recycling container, ~~as well as bagged paper placed into paper bags or sacks, and placed to the side of the recycling container,~~ shall be placed no more than two (2) feet from the curbside, or alleyside, unless a curb does not exist, then no more than two (2) feet from the line where the street surface begins. Recyclable materials may also be placed in the drive approach no more than two (2) feet from the line where the street surface begins. In all cases, the recycling container shall be placed as to provide clearance of at least two (2) feet on either side of the cart. Recycling containers should not be combined with any solid waste or yard waste. The location of the recycling container must be clearly visible and outside any yard fencing. A waiver of this requirement may be obtained from the Director of Utilities upon proof of physical disability which prevents all persons at the residence from taking recyclable materials to the curb.

(e) Recycling containers and/or paper bags or sacks must be placed within two feet (2') of the curb no earlier than 12:00 p.m. the day prior to collection and the recycling container(s) must be removed from the curbside, and placed at the house side, no later than 12:00 p.m. the day following collection. This requirement shall not apply to residents with alley service nor rural estate customers. Failure to comply with this provision shall result in a ten dollar (\$10.00) administrative fee, to be assessed as set forth in Section 21-107(i).

(f) Proof that a recyclable material container was not removed as required by subsection (e) shall constitute a rebuttable presumption that the utility account holder was the person who failed to comply with subsection (e).

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

ADOPTED this _____ day
of _____, 2013.

NOT ADOPTED this _____ day
of _____, 2013.

Cindy Rosenthal, Mayor

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk



City of Norman, OK

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

Master

File Number: O-1314-6

File ID: O-1314-6	Type: Ordinance	Status: Non-Consent Items
Version: 1	Reference: Item No. 40	In Control: City Council
Department: Public Works Department	Cost:	File Created: 07/15/2013
File Name: Ordinance Change for Parking Meter Use		Final Action:

Title: CONSIDERATION OF ORDINANCE NO. O-1314-6 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20, SECTION 20-803, OF THE CODE OF THE CITY OF NORMAN TO AMEND AND CLARIFY THE LANGUAGE AS IT RELATES TO PARKING METER USAGE PAYMENT OPTIONS AND OPERATION TIMES; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1314-6 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1314-6 upon Final Reading as a whole.

ACTION TAKEN: _____

Agenda Date: 08/13/2013

Agenda Number: 40

Attachments: O-1314-6 Amending Meter Usage and Payment,
O-1314-6 Amending Meter Usage and
Payment-Anno2

Project Manager: Angelo Lombardo, Transportation Engineer

Entered by: michelle.rudder@NormanOK.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/23/2013	Introduced and adopted on First Reading by title only				Pass
Action Text: That this Ordinance be Introduced and adopted on First Reading by title only. by consent roll call							

Text of Legislative File O-1314-6

Body

BACKGROUND: The City of Norman currently, under Chapter 20, Section 20-803, defines the matter in which

customers must complete transactions at each of the parking meters operated by the City of Norman. The section also defines the times during which customers are required to make payments in order to legally park in metered spaces.

DISCUSSION: The recent installation of modern parking meters in the Downtown Parking Lot and in the Campus Corner Area, along with the adoption of business plans for the operation of the new parking management systems, requires certain updates to the current ordinance. The subject ordinance amendment addresses changes to the method of payment and the times during which payment at the meters is required.

The current ordinance only recognizes the use of coins as an acceptable payment method. An amendment is needed to recognize the use of tokens, credit cards, smart cards and cell phones, as acceptable payment method options. Additionally, the current ordinance establishes customer meter payment requirements from Monday to Saturday, between 8:00 am and 6:00 pm, except on Holidays. The proposed ordinance amendment allows the City Manager, or his designee, to set the hours of operation administratively.

STAFF RECOMMENDATION: In order to resolve the discrepancy between the language of the Code of Ordinances and the adopted parking Management business plans for the Downtown Parking Lot and the Campus Corner area as it relates to parking meter usage, the Public Works Department recommends adoption of Ordinance O-1314-6 so as to allow additional parking meter payment options and extension of meter operation times.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE VIII, CHAPTER 20 OF THE CODE OF THE CITY OF NORMAN BY AMENDING SECTION 20-803 WHICH CLARIFIES TIMES FOR ENFORCEMENT OF METERS AND METHODS OF PAYMENT FOR METERS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 20-803 of Article VIII of Chapter 20 of the Code of the City of Norman shall be amended as follows:

Sec. 20-803. Parking meter usage.

- (a) A person shall only use a metered space according to the directions on the parking meter and posted City signs, including the insertion of necessary payment in the parking meter for any desired period of time. Parking meter rates and times shall be established administratively by the City Manager or his designee.
- (b) No person shall deposit or cause to be deposited in any parking meters any method of payment, including coins other than those of the United States, other than those approved methods of payment as indicated by the directions on the meters.

* * *

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

ADOPTED this _____ day
of _____, 2013.

NOT ADOPTED this _____ day
of _____, 2013.

Cindy Rosenthal, Mayor

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE VIII, CHAPTER 20 OF THE CODE OF THE CITY OF NORMAN BY AMENDING SECTION 20-803 WHICH CLARIFIES TIMES FOR ENFORCEMENT OF METERS AND METHODS OF PAYMENT FOR METERS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 20-803 of Article VIII of Chapter 20 of the Code of the City of Norman shall be amended as follows:

Sec. 20-803. Parking meter usage.

- (a) ~~No~~ A person shall only use a metered space ~~between the hours of 8:00 a.m. and 6:00 p.m. on other than Sundays and holidays, unless otherwise marked by the parking meter card or by posted~~ according to the directions on the parking meter and posted City signs, ~~without inserting the~~ insertion of necessary coins payment in the parking meter for any desired period of time. Parking meter rates and times shall be established administratively by the City Manager or his designee.
- (b) No person shall deposit or cause to be deposited in any parking meters any method of payment, including coins other than those of the United States, other than those approved methods of payment ~~and~~ as indicated by the directions on the meters.

* * *

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

ADOPTED this _____ day
of _____, 2013.

NOT ADOPTED this _____ day
of _____, 2013.

Cindy Rosenthal, Mayor

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk